

**AGENDA
OURAY CITY COUNCIL**

Monday, April 7, 2025 - 6:00 PM

**Ouray Community Center
320 6th Ave
Ouray, CO 81427**

VIRTUAL OPTION - <https://zoom.us/j/9349389230>

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

Ouray City Council Regular Meeting

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

1. CALL TO ORDER
2. ROLL CALL
3. Consideration of a Request from Councilor Peggy Lindsey to Participate in this Meeting Remotely, per Resolution 4, Series 2022 - Remote Participation Policy for Council Members
4. PLEDGE OF ALLEGIANCE
5. APPROVAL OF MINUTES - Meetings of February 3 & 18 2025
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
8. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Interim Police Chief
 - c. Fire Chief
 - d. Public Works Director
 - e. Parks and Recreation Director
 - f. Tourism and Destination Marketing Director
9. CONSENT AGENDA
 - a. Liquor License Renewal for Full Tilt Saloon, LLC dba Full Tilt Saloon
 - b. Liquor License Renewal for Alpenglow Properties Ouray Inc dba Twin Peaks Lodge & Hot Springs
 - c. Letter of Engagement with Blair and Associates for Annual Audit
10. ACTION ITEMS
 - a. Change Order for Archetype Signmakers Agreement
 - b. Approval of Contract to Purchase Real Estate (333 6th Ave, Ouray, CO), Approval of Lease-back Agreement, and Determination of Funding Source
 - c. Acceptance of Otis Elevator Modernization Project Agreement
 - d. Ratification of Mayor's Signature on the West Region Wildfire Council Congressionally Directed Spending Letter of Support
11. DISCUSSION ITEMS
 - a. Bathhouse Design Progress Update

- b. Schedule a Work Session with the Ouray Library District About the Library Expansion (April 21?)
 - c. Future Agenda Items
12. ADJOURNMENT



Ouray City Council Regular Meeting

Monday, February 3, 2025 6:00 PM

Ouray Community Center, 320 6th Ave, Ouray, CO 81427

Ethan Funk: Present
Tamara Gulde: Present
Peggy Lindsey: Present
Josh Smith: Present
Michael Underwood: Present

Also present were: Acting City Administrator Joe Coleman, Finance and Administration Director Melissa Drake, Acting Public Works Director Cliff Jaramillo, Parks and Recreation Director Joe Brown, Interim Police Chief Gary Ray, Tourism and Destination Marketing Director Kailey Rhoten, IT Director Rich Willis and City Attorney Carol Viner.

1. CALL TO ORDER

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

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. APPROVAL OF MINUTES - Meetings of December 2 & 16, 2024 and January 6 & 21, 2025

Motion to approve minutes from December 2 and 16, and January 6 and 21 as presented. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

5. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. Paul Smith suggested re-stripping the crosswalk stripes. The council stated that the highway is CDOT's jurisdiction, and the city is not allowed to paint them. Ouray Police Officer Brady Suppeland expressed his displeasure with the hiring decision for the chief of police, and that he did not hear the decision from city staff, but saw the press release on Facebook after a citizen mentioned it to him. Ted Pullig wanted to give his time to Officer Suppeland, but was denied. Mr. Pullig expressed his displeasure at the hiring decision as well. Mayor Pro Tem Smith and Councilor Underwood said they were also not aware of the decision until the press release was sent to employees. Jason Perkins said the council needed to listen to the officer's complaints to fix the problems. Paul Legrande said the officers are irreplaceable. Paul Smith felt that the police chief should maybe report directly to the mayor, and suggested promoting from within. Mayor Funk clarified that any of the officers could apply for the position, and that such a change in reporting structure would have to come from a citizen committee looking to make changes to the charter. Jenny Hart said Officer Suppeland was asking for help regarding things found in the audit, and asked what could be implemented soon to help them out. Ms. Hart also asked about the work session. Mayor Funk said the work session was about creating incentives for affordable housing, and creating a standard deed restriction template. Patrick Sneed, a representative of the Coalition Against Bigger Trucks, spoke about his organization's mission to keep semi-trucks from getting longer and heavier, and how he felt that Ouray would support that cause with the highway running through town. Mayor Funk closed the floor.

6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk

Councilor Gulde - Attended January 22nd FOHS stakeholder meeting for the Bathhouse design. Attended IPAT meeting, discussed OIPI 10-year plan. Was out of town and has not heard a report about Ice Fest yet.

Councilor Lindsey - Beautification Committee met on January 8th to discuss taking down the Christmas lights and doing some non-Christmas winter decorations. Discussed flower delivery this summer, memorial benches, and ore cart placement. Next meeting will be February 5th, and the committee will be discussing highway cleanup and Riverwalk Trail cleanup.

Councilor Underwood - PARC meeting February 4th and OEDC meeting on February 6th. Attended CAST meeting in Breckenridge

Mayor Pro Tem Smith - Attended FOHS stakeholder meeting for the bathhouse. Attended CAST meeting

Mayor Funk - Attended CML Mayor's Summit in Denver.

7. DEPARTMENT REPORTS

a. Interim City Administrator

Mayor Funk thanked Mr. Coleman for stepping up to be the interim City Administrator. Mr. Coleman gave an overview of his report.

b. Acting Police Chief

Interim Chief Ray gave an overview of his report. Councilors Gulde and Lindsey thanked Interim Chief Ray for stepping up to fill the Chief role.

c. Fire Chief

Report in packet

d. Public Works Director

Mr. Jaramillo gave an overview of his report.

e. Parks and Recreation Director

Mr. Brown gave an overview of his report and presented the 3 conceptual ideas for the pool bathhouse design.

f. Tourism and Destination Marketing Director

Ms. Rhoten gave an overview of her report.

8. ACTION ITEMS

a. Via Ferrata Management Transition Agreement

Motion to approve the Via Ferrata Management Transition Agreement. This motion, made by Josh Smith and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

b. Professional Services Agreement with Silas Clarke

Motion to approve the Professional Services Agreement with Ideal Municipal Solutions LLC. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

c. Letter of Intent to Help Fund the Swiss Village Cooperative

Motion to approve the Letter of Intent to help fund the Swiss Village Cooperative. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

9. DISCUSSION ITEMS

a. Sidewalk Replacement Program

Councilor Gulde discussed enforcement on Main Street after several years of the program and moving the focus of the sidewalk reimbursement program to residential areas. Paul Smith thought it was good to not limit it to certain zones, but asked if Short-term Rentals would be exempt from the reimbursement. Jenny Hart suggested having the city facilitate a group getting a better quote for larger projects.

b. Future Agenda Items

Council reviewed the items on the future agenda list.

10. ADJOURNMENT

Motion to adjourn at 8:00 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, February 3, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, February 3, 2025.

Melissa M. Drake, City Clerk



Ouray City Council Regular Meeting

Tuesday, February 18, 2025 6:00 PM
Ouray Community Center, 320 6th Ave, Ouray, CO 81427

Ethan Funk: Present
Tamara Gulde: Present
Peggy Lindsey: Present
Josh Smith: Present
Michael Underwood: Present

Also present were: City Administrator Michelle Metteer, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Parks and Recreation Director Joe Brown, Interim Police Chief Gary Ray, IT Director Rich Willis and City Attorney Carol Viner.

1. CALL TO ORDER

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

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. CEREMONIAL/INFORMATIONAL

a. Introduction of new Ouray City Administrator, Michelle Metteer

Mayor Funk introduced Ms. Metteer as the new City Administrator.

b. Home Trust of Ouray County Funding Request

Ms. Sokolowski presented the Home Trust's request.

5. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. Zoe Schiffer thanked the council for their part in helping make the UIAA Ice Climbing Youth Championship happen in Ouray this year, and said competing in it is an experience she will remember for a lifetime. Peter O'Neil also thanked the City for helping get the next generation interested in ice climbing. Amber Perkins urged the council to take action now regarding the police department instead of waiting until a new chief is hired. Mayor Funk closed the floor.

6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk

Councilor Gulde - attended the wildfire protection meeting at Ridgway Town Hall. TAC meeting occurred earlier this evening. TAC is going to change their meeting day from the 3rd to the 4th Tuesday of every month, so the meetings don't occur on the same day as council meetings when there's a Monday holiday. Councilor Lindsey - Beautification met on February 5th. Christmas lights were taken down. There will be a community Riverwalk trail clean-up day that is tentatively scheduled for May 31st. Flower delivery is confirmed for June 10th. Councilor Lindsey also said there's a new law in Colorado that municipalities automatically have a right of first refusal on purchases of housing with five or more units.

Councilor Underwood - PARC met February 4th and discussed Cabin Fever Days, and having both warm and cold weather activities planned, so the weather doesn't interfere with the scheduled date. OEDC met on February 13th and discussed the micro-grant program, which is currently accepting applications until February 28th. OEDC also held a roundtable about grant writing.

Mayor Pro Tem Smith - Main St Committee met February 12th. Gunnison Valley Transportation Region meeting.

Mayor Funk - nothing to report. Mayor Funk reminded the community that the council uses the 2021 adopted Community Plan to guide their decision making.

7. DEPARTMENT REPORTS

a. Interim City Administrator

Mr. Coleman thanked the council and staff for allowing him to be the interim city administrator and supporting him through the transition.

b. Director of Finance and Administration

Ms. Drake presented the financial reports.

c. Information Technology Director

Mr. Willis gave an overview of his department report. Councilor Underwood asked why there was still a projector when there were TV screens available. Mr. Willis said TVs over 75" aren't economical, and thus a projector is required for displaying a large image that can be viewed well from anywhere in the room.

d. Communications and Community Engagement Coordinator

Report in packet.

8. CONSENT AGENDA

Item c has been withdrawn.

After the vote, Mayor Funk asked if liquor license applicants are cross checked against business registrations. Ms. Drake said they have not in the past, but will research the legalities of it since it's a state license.

Motion to approve the Consent Agenda. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

a. Liquor License Renewal for Brickhouse 737 LLC

b. Liquor License Renewal for TMC Lodge LLC dba Box Canyon Lodge & Hot Springs

c. Liquor License Renewal for The Gray LLC

9. ACTION ITEMS

a. Ordinance 1, Series 2025 Which Adds Ouray Municipal Code (OMC) Chapter 7-7-K Regulating Affordable, Attainable, or Workforce Housing to the Land Use Code

Motion to approve Ordinance 1, Series 2025. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

b. Resolution 2, Series 2025 - Adopting Official Deed Restriction and Covenant Agreement Template for OMC 7-7-K Development Applications

Councilor Lindsey made a motion to approve Resolution 2, Series 2025, removing the slash from the address in item 9.4, and bolding the header of item 9.7. Councilor Gulde seconded the motion. Mayor Pro Tem Smith noted that in the final "whereas" on the deed restriction, it says 80% AMI when it should say 120% AMI.

Amended motion to approve Resolution 2, Series 2025, removing the slash in section 9.4 after the City's address, bolding the header for 9.7, and changing the final whereas in the deed restriction to say 120% AMI instead of 80%. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

c. Resolution 3, Series 2025 - Adopting the 2024 AMI Rent Calculation for Maximum Rent Charged for Affordable, Attainable, or Workforce Housing Developments Under OMC 7-7-K and Official CHFA AMI Calculations Adopted for 2024 for Reference

Motion to approve Resolution 3, Series 2025. This motion, made by Michael Underwood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

d. Resolution 4, Series 2025 - Prohibiting Public Parking in Four Spaces Directly East of the Matterhorn Hotel Sign on 6th Avenue

Motion to approve Resolution 4, Series 2025. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

e. Resolution 5, Series 2025 - Rescinding Flood Emergency Declaration

Motion to approve Resolution 5, Series 2025. This motion, made by Josh Smith and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

f. Application for Reappointment to TAC by Jen Donovan

Motion to approve application for reappointment to TAC of Jen Donovan. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

10. DISCUSSION ITEMS

a. Home Trust of Ouray County Funding Request

Council agreed that it was a worthwhile project to fund, but felt they needed to be clear that they couldn't fund any other requests this year if they funded this one. Council directed staff to draft a letter of intent for \$100,000 contingent on the approval of the renovation plans and the successful sale of the property.

b. Fellin Park Stage Conceptual Design

Council felt the basement was too much, but wanted the stage to be able to accommodate a large-scale show with lights and speakers, knowing that wouldn't be the normal kind of event held there. Peter O'Neil said the Ridgway stage, along with other, more complex, projects around the state, were done with CU's Design Build Architecture Program with significant savings and recommended looking into using that program.

c. Schedule Work Session with Ouray Police Department

Tuesday February 25th at 6 pm.

d. Future Agenda Items

11. ADJOURNMENT

Motion to adjourn at 8:00 pm. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.
Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Tuesday, February 18, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Tuesday, February 18, 2025.

Melissa M. Drake, City Clerk



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

Date: April 7, 2025
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: City Council Administration Report

Spring Box Rehabilitation - Congressionally Directed Spending Application

Public Works Director, Joe Coleman, led the application process through the joint Senators' Bennet and Hickenlooper application portal to apply for \$2,000,000 toward the rehabilitation of the spring box which is the infrastructure supporting the use of primary water right for the City's potable drinking water.

The project will include the removal of failing distribution piping as well as deteriorating concrete for the catchment of water. This work will be prepared by hydro-engineers with the review and subsequent construction by qualified water professionals. The current spring box facility is above ground, creating both an environmental risk and domestic terrorism threat to the City's drinking water source. By securing this infrastructure in an underground environment, multiple concerns can be alleviated.

Native materials will be brought in to mitigate environmental impacts. Wildlife-friendly fencing will be added to the minimum square footage possible to provide security to the structure while limiting public access. Upon completion, the City will have a secure, reliable and drought efficient primary water source

Ouray Community Forest Resilience Project - Project Monitoring

The Colorado State Forest Service has selected the Ouray Community Forest Resilience Project for ongoing monitoring upon project completion. To summarize, this is a partially grant-funded project between the City of Ouray, Ouray County and West Region Wildfire Council that will work to remove dead trees in the Amphitheater area above the eastern side of the City of Ouray.

Tori Hunter, Forest Monitoring Measurement Specialist has described the value of the ongoing monitoring as follows *"While there is significant science supporting the value of fuels and forest health treatments for reducing wildfire risk and promoting forest resilience, forest ecosystems are dynamic, and new fuels and forest health treatments continue to be developed. The effects of current and novel forestry activities need to be evaluated, and the best method for achieving this is through monitoring on-the-ground efforts. CSFS-led long-term monitoring is an important component of this grant program and will demonstrate the relative efficacy of various treatments as well as the utility of grant resources. Please review the attached Monitoring Information for Landowners document for additional information."*

Joint Planning Commission Meeting April 9, 2025, 4:00 - 6:00 PM

The purpose of this meeting is to review the application made by Keystone Portfolio Management, LP (AKA Gold Mountain Ranch) owned by Rick Wilson, to operate a "Guest Ranch" as defined in Section 2 of our Land Use Code.

Through the Amended Intergovernmental Agreement Establishing a Comprehensive Development Plan for Joint Planning Procedures for the Ouray Urban Growth Management Area and Ouray Area of Influence (IGA), the County, City, and in this specific case, Ridgway, will convene as a joint planning board to review the above identified Land Use Planning application. The IGA identifies three seats on the joint board as being filled by City Planning Commission members. As of the writing of this update, I have reached out to the Planning Commission board and I'm awaiting RSVP's for attendance at this meeting.

City of Ouray Organizational Chart Update

The Director team is undertaking the updating of the City's organizational chart. We have completed the chart as the organization is currently structured today. Next the team will be revising the chart to reflect anticipated efficiencies and cost savings. The updated organizational chart is expected to come before the Council at the April 21, 2025 Council meeting for consideration. Moving forward, the organizational chart will be included for approval in the annual budget cycle.

Main Streets Committee

Starting Wednesday, April 9, 2025 I will be taking over staff responsibilities for the Main Streets Committee. I am currently working to coordinate the Main Street Board Retreat which will be facilitated by Kat Correll, Executive Director of Downtown Colorado Inc. Kat comes with extensive experience working with board, Main Streets and Downtown organizations throughout Colorado. Additionally, we are working to execute the Historic Sign Base Grant the Main Streets Committee received through DOLA. Final contracts for this grant will be coming before the Council at the April 21, 2025 Council meeting.

Ice Park Advisory Team (IPAT)

I attended the April 2, 2025 IPAT meeting along with Parks Director Joe Brown. Joe is the current staff representative for this committee, however at the meeting we announced I will slowly transition into this role. Joe has been on no less than five different committees, taking time away from his execution of the Parks and Trails Strategic Plan. I will be working with Joe in the coming months to ensure his time is more efficiently allocated toward this strategic execution.

Waterview Site Visit

Paul Majors and his team were kind enough to give me a tour of the Waterview Homes Affordable Housing project. Their team is ready to discuss possibilities for phase II of the project and what the community may need. I initially referenced the City's recent Housing Assessment Study and we plan to start brainstorming best steps for moving forward.





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

To: Ouray City Council
From: Interim Chief, Daric Harvey
Concerning: Police Department Update
Date: April 7, 2025

Recognition

Tuesday's April Fool's Day snow storm caused considerable congestion and traffic issues on Main street. With around a dozen vehicles becoming stranded and creating barriers for snow plows to be able to complete their work. In addition, CDOT snow plow drivers were involved in a crash near telluride and had a very limited capability to respond. Joe Coleman and his crew were notified and immediately responded to assist. Only one CDOT snow plow was in the area and the entire public works crew as well as some parks staff helped clear the roads of snow and made it possible for the stranded drivers to clear the roadways. Dan and one other public works employee whose name I haven't discovered yet used their equipment to remove snow and put down sand so the driver could regain control of her vehicle. She was dangerously close to another vehicle and without their help her vehicle definitely would have damaged the nearby parked vehicle. The result was that no accidents occurred within the city and no injuries were reported. Well done public works!

Staffing

1. Officer Casey Canfield submitted a resignation letter, with his last day being April 9, 2025.
2. **New Officer** - A conditional offer of employment was made to a recruit in the academy at CMU Tech. His scheduled graduation date is May 7, 2025. A date of hire will be projected upon completion of the academy and the remaining parts of the hiring process.
3. **Administrative Assistant** -The applicant pool has been narrowed to two finalists who will be interviewed within the next two weeks based on the candidate's availability.
4. **Recruitment and retention** continue to be a concern. The academy feedback from CMU Tech was that most of the unsponsored academy recruits felt the starting wage was too low for the area. An initial review of police agencies in tourist-based areas on the western slope of Colorado revealed that Ouray has the lowest starting pay of all agencies initially surveyed. The next lowest paying agency was \$5 per hour higher than Ouray and the highest was \$12 per hour higher. This is for a brand new officer with no experience.

Additional benefits such as retirement, movement through the range, and bonuses are significantly less than the other area. The City's scheduled city-wide compensation study will address other such fringe benefits and comparable pay for existing personnel, but immediate action on wages is necessary in order to be competitive with police recruitment. A skills-based progression metric for movement through the range is being drafted for each of the positions. It will identify critical skills and performance metrics to allow employees to advance through the range. This concept was identified as a need in the management audit entitled "employee career track."

All community colleges within the state who operate a police academy were contacted to verify if they had recruits who were not currently hired by a police agency. Two had recruits who were not yet sponsored and were given recruitment and application materials to provide to these candidates. No applications have yet been received.



Operations

1. **July 4th** - planning for this event has begun in order to analyze our traffic and parking management practices. The planning group is comprised of representative from across the city and other organizations to development management strategies for this year's event. The overall goal is to identify traffic, parking, and crowd management strategies that can be scaled to effectively management any size event. The guiding philosophy is guest experience worthy of world class service.
2. **Scheduling** – a test patrol schedule consistent with models used by other regional agencies is being tested in April. The schedule is designed to provide the greatest amount of coverage with our existing staff. The feedback from the staff will be used to determine the schedule beyond April, and the Ouray County Sheriff's Office and our part time officers are being requested to fill any vacancies in the current schedule. I am coverage shifts, and taking vacancies in the on-call schedule.
3. **Grants** - March was the open period for many police grants at the state level. One in particular that closed before my interim appointment is being contacted for an emergency funds request to cover the costs of needed equipment, uniforms, and facility improvements. The Colorado Department of Criminal Justice offered technical assistance in grant applications and is helping with the emergency grant request and provided some possible funding sources for school resource programs. A total of three grant requests were submitted on time with a funding decision to be made within a few weeks. These grants do not have any matching funds requirements.
4. **Sexual Assault Response Team** - A meeting was attended with a new Sexual Assault Response Team made up of medical and investigative agencies across Ouray County, including representatives from the Sheriff's Office, Ridgeway Marshal, the 7th District Attorney's Office. The group organized by Undersheriff Tammy Stroup was gathered to draft response protocols and identify ways to improve response to sexual assault investigation in Ouray County. A subsequent meeting was scheduled to discuss the proposed policy and determine direction of the group.
5. **Police data and crime analytics** – Working with the Western Colorado Regional Dispatch Center and using the reporting functions of our current records management system, analysis of our calls for service and self-initiated activity are being collated by time of day, day of week, quarterly summaries, and changes in annual statistic are being gathered. The data is forming the basis of our patrol schedule to ensure adequate coverage and develop plans for heavier than normal call volumes.
6. **Evidence** – an initial inspection of the evidence function identified both urgent facility needs as well and facility improvements. Inside the evidence vault a number of pipes including a sewage pipe are directly over items stored in the vault. The ceiling is deteriorated and causing debris to fall on records also stored in the area. Enhanced security measures are needed to ensure chain of custody is assured and unauthorized access to evidence and property held for safe keeping is prevented. Specific measures being taken are excluded from this report in order to preserve the security of the improvements. A full audit and inventory has been requested. Chief Greg Knott of the Basalt Police Department has tentatively agreed to conduct the audit. Chief Knott is a sitting chief, past President of the Chiefs of Police Association and a lead assessor for state Accreditation.



Fire Department Report for March, 2025

01/28/25

Setting meetings with RFD, county, and Michelle to walk through the IGA.

Prepping for 4th of July.

2 new members have been approved. Jesus Sandoval as a Junior firefighter. He is doing an internship with Ouray School. Christian Evans will soon be in the probation stages. Both are in the process of getting physical and will contact HR.

New Command vehicle is equipped 75% and in service for calls.

Calls for March

3/6	MVA	4 ffs	1hr
3/12	Smoke	6ffs	1hr
3/25	Fire alarm	6ffs	1hr
3/27	Fire Alarm	8ffs	1hr



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Public Works March 2025 Update Report for April 7th, 2025 City Council

Water

- Water Usage Numbers for **February:**
 - Influent (Water from spring) – 26,934,522 Gallons
 - Effluent (Water to town) – 19,729,517 Gallons
 - Ice Park – 1,076,018 Gallons
 - Mineral Farms – 21,800 Gallons
- The new Water Treatment Plant continues to operate as it should. All punch list items have been complete and all spare parts have arrived. The only thing the City is waiting on is as built drawings, which Aslan Construction and Element Engineering are currently working on. Legal notice of final payment will be published in the paper on April 10th and April 17th 2025. Final payment is scheduled for May 10th 2025.
- Monitoring and sampling for chlorine residuals and turbidity levels at the entry point of the distribution system. The minimum chlorine level was lowered by CDPHE from 0.9 mg/l to 0.6 mg/l. We are still waiting for CDPHE to allow us to go back to 0.2 mg/l. The City has been in compliance and meeting all CDPHE requirements.
- With the help of Melissa Martin, we have discovered that the City's backflow program has fallen behind since the departure of the Building Inspector in June of 2024. City staff is looking at options moving forward to help with implementing and maintaining the program.

Sewer

- The Wastewater plant is still nearing completion, the substantial punch list continues to be worked on and we are continuing to make progress towards final completion. The items left to complete are mostly cosmetic. We continue to work on programming issues with our SCADA system, most of this is expected as we continue to familiarize ourselves with the facility and the treatment process. We are making progress with improving the solids removal process. The electrical issues we have been experiencing have been resolved. We are still working on the biological issues within the digester. We have modified run times on the blowers and we continue to make adjustments to help better the process. We are continuing to trouble shoot and work on solutions with the engineers and manufacturer.
- Continue taking wastewater samples on a weekly basis.
- Clean up of old equipment and dead trees around the Wastewater Treatment Facility.

Streets/Miscellaneous

- City crew has started hauling class six gravel to the horseshoe in preparation for road maintenance.
- City crew has started taking chains off of equipment and transitioning into spring/summer operations.



CITY OF OURAY PARKS AND RECREATION

Parks

- Lee's ski hill is in need of snow. The facility is good to go for 2025- 26 season.
- The new parks program survey has closed, but we are still accepting input.
- The new electrical panel was replaced in city hall on 3/5/2025
- The visitor center improvement project has started. We are removing an interior wall, replacing the flooring and painting the exterior. This should take about a month. The visitor center will operate out of city hall from 4/3- 5/1
- Heat register repairs/ replacement in city hall will cost \$20,000. I am recommending this as an improvement for the 2026 budget.
- Box Cañon interior finishes have been repaired, repainted, and re organized for the coming season. We will be including more Box Cañon specific merchandise to increase revenue, visitor experience and sustainability. We will offer water bottles, sunscreen, sunglasses, hats and jackets. This will replace single use water bottles and ponchos
- The basketball court will close for resurfacing in early May as we get an appropriate weather window.
- We have partnered with Uncompahgre Water Shed Partnership (UWP), Colorado West Land Trust (CWLTL) and the Ouray Beautification committee (OBC) to put together a "Love Your Trail" event. This event will be a big volunteer day on the river front trail. We will focus on refinishing the trail with ½ soft surface trail material and general clean up. We will also be refinishing the deteriorated signage on the river trail. My hope is to engage adjacent property owners for support on this project. Love Your Trail will be on May 31st.
- Parks has no dedicated funding for CIP including parks master plan projects at this time. I recommend we have a discussion about the best ways to dedicate city resources to the parks master plan
- The stage has come back with 3 options. The least expensive option is \$2,624,732. I reached out to the Architect to ask them to get the project down to \$1,000,000 and to see if there is a possibility of phasing the remainder of the project once we can identify a dedicated source of parks funding.
- Parks has attended a training on active net in light of the need to optimize our online payments and Customer User Interface (CUI). The goal is to implement facility, program and member registration online to increase our reach and optimize time efficiency. We have had this service for several years, but have not fully utilized it due to the lack of bandwidth to manage the software. With staff from parks, the hot springs, communication and IT involved I believe we can effectively use this software for facility reservations, program registrations, park program cost recovery, work order requests, and in the future online daily reservations at the hot springs. This will help parks and recreation anticipate workload and bather load much further out while increasing revenue for all city facilities.
- Rotary park restrooms were down again and have been repaired and reopened. We are going to recommend closing the restrooms seasonally and providing portable toilets near the ice rink in the winter.
- So far in March we have facilitated very successful programs. Nordic skiing has been full and most recently required a second guide, Family movie night had approximately 36 people in attendance the first time and 15 people the second time. We have not had much traction with Family game night and will consider some modifications to the event in an effort to more accurately hit our target market next time.



CITY OF
OURAY
PARKS AND RECREATION

Parks Cont.

- A new parks activity program for the next two months should hit the papers in the coming weeks. Activities built out and funded include kids and adults learn to climb, teen adventure Tuesday, 3v3 basketballs, softball, hiking groups and much more. Stay tuned for more detail
- Parks and recreation will move all of its programs to an active net login online. This will allow us to take payment, track registration and ensure indemnification. The link will go live in the coming weeks.



CITY OF **OURAY** PARKS AND RECREATION

Ouray Hot Springs

- The shallow pool retile will start this week
- No tarps over the pool is working out well. We continue to tarp on Monday and Tuesday, however displacing this time is saving us on labor and allowing guards to do some spring/detailed cleaning. We have completely cleaned the locker rooms, cleaned windows, and work spaces utilizing the time saved not pulling tarps for each pool.
- Mike is gearing up to replace our Wibbit. This is the inflatable obstacle course in the activity pool.
- We are working on the event for the Easter egg hunt at the pool Aug 19th.
- We will be closed on May 17 to the general public for guard safety training and recertification. During this time we will expand our member hours from 10:00am- 2:00pm. We are accepting 10 guests in distress from 10:00am -2:00pm, to pretend to be victims.
- The Snack Shack has operated for the majority of spring break from Friday to Sunday. We started opening the snack shack on March 14th and will continue until April 20th. So far we have ranged from \$500- \$700 in revenue per weekend.
- Merchandise is up. Last year revenue was \$14,000 this year we are up to \$26,000 YTD.
- The overlook remodel is proving to be a difficult project for get a quote for. We continue to work on this and meet with contractors, but it is hard for them to quote due to the unknown scope underneath the pools. The pool shells have been damaged due to thermal cycling from draining and refilling in the winter. So far our only leads on this are T&M contracts
- We are going to close the pools on a rotating cycle for seasonal maintenance. The maintenance will include deep cleaning, vitamin C treatment for iron stain removal, and tile replacement.
 - The lap pool will close from April 14th – 17th for the 10 year filter rebuild.
 - The hot pool will close April the 21st- 25th
 - The overlook pool will close April 28th – May 2nd
- Our flag pole will be repaired on 4/3. The line, flag and we will repaint the poll.
- We are now required to test for flathead minnows. We are waiting to see how often we need to do this, but it will increase water testing fees by approximately \$300 monthly.
- We are now able to take membership applications online. It will be a lift for the next year to build out new profiles, but so far this has been successful.
- The Box Cañon line obstruction has become significantly worse. It is now building up pressure and we are losing almost 40GPM from our hottest water source. We have brought in a contractor to add an extra access to the line so we can clear the current obstruction in the new section. For perspective the amount of water lost is equivalent to the overlooks full capacity each day and more than the entire facility in a week (1.72 million gallons weekly).
- Work on the OX2 heat exchanger is continuing on. The city is hoping to meet with the Wiesbaden and Twin Peaks ownership in the near future to ensure transparency and get them up to speed. We still need to find out if we are able to pump into OX6. With unknown/ variable pressures it is challenging to forecast what we need to do this. We are going to begin the process of opening this well in the next few months. In the packet is a preliminary drawing.
- The new bathhouse project is getting close to wrapping up schematic design. We have the final public meeting on 4/22/25 in the community center from 6:00pm -8:00pm. We will be asking for feedback on a proposed plan during this meeting. A quorum notice has posted.



CITY OF
OURAY
PARKS AND RECREATION

DUCK & EASTER EGG HUNT

APRIL 19, 2025 | OURAY HOT SPRINGS POOL

It's that time again. Be sure to come gather ducks and find eggs. We will have special ducks for special prizes. Be sure to show up at 10 am to get ready for the festivities.

10:15 - 10:45 AM | AGES 5 AND UNDER

11:00 - 11:30 AM | AGES 6 - 9

11:30 AM - 12:00 PM | AGES 10 - 14

12:15 - 12:45 PM | AGES 15 AND UP

We will have this in the Shallow Pool. Please allow about 15 min between each group to reset. Call for more information at 970-325-7073.





CITY OF
OURAY
PARKS AND RECREATION



Box Cañon Line Overflow



REYNOLDS ASH + ASSOCIATES

ARCHITECTURE ENGINEERING

564 E. 2ND AVENUE, SUITE 200
DURANGO, CO 81301
(970) 259-7494
FAX (970) 259-7402

262 PAGOSA STREET, STE. 200
P.O. BOX 796
PAGOSA SPRINGS, CO 81147
(970) 264-6884
FAX (970) 264-6997

RA-AE.COM

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PROGRESS SET
NOT FOR CONSTRUCTION

OURAY HOT SPRINGS
1220 MAIN STREET
OURAY, COLORADO

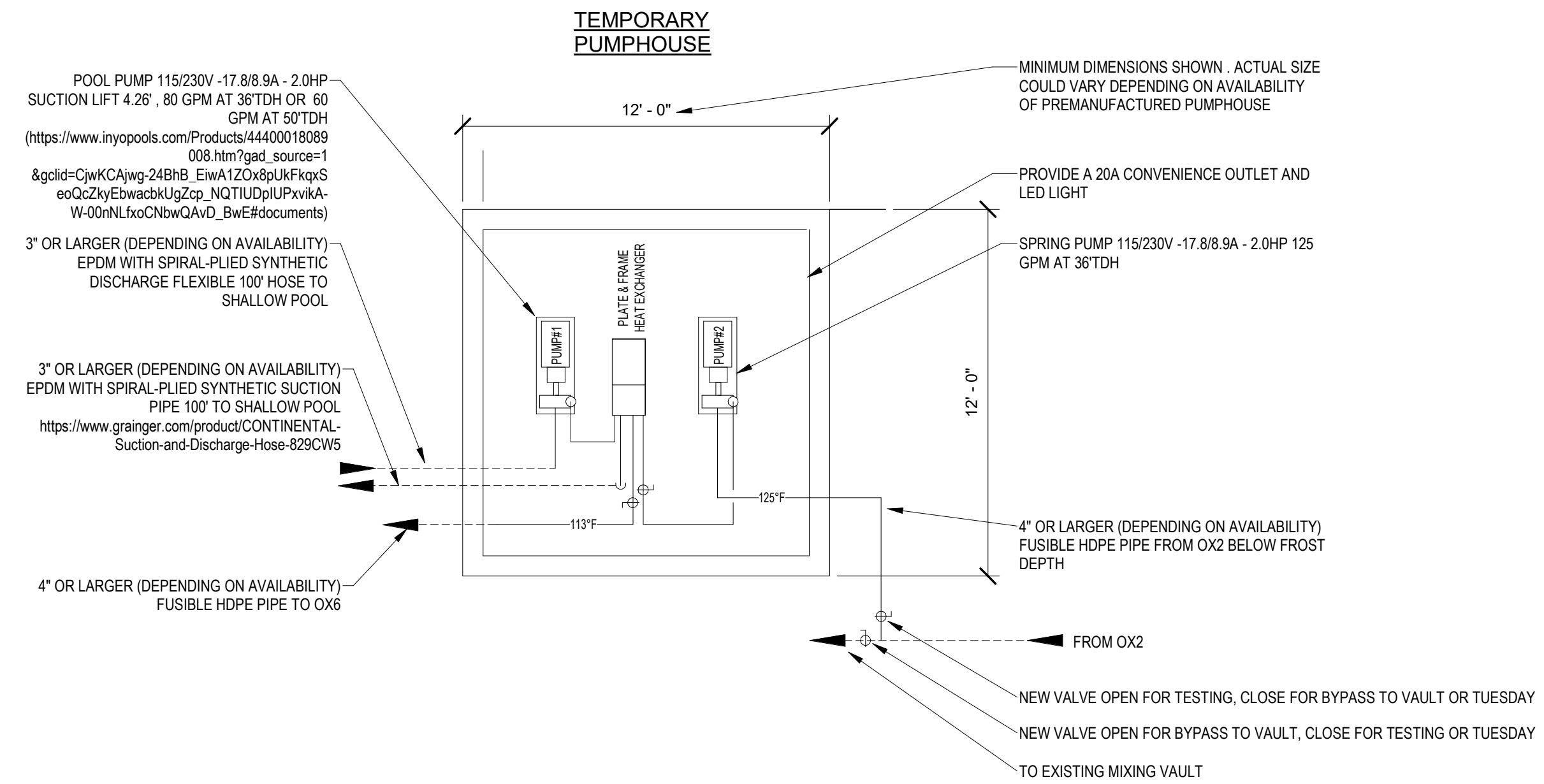
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DATE: 03/25/2025
DRAWN BY: AR

ISSUE RECORD:
1ST DRAFT 06-28-23
2ND DRAFT 03-18-24

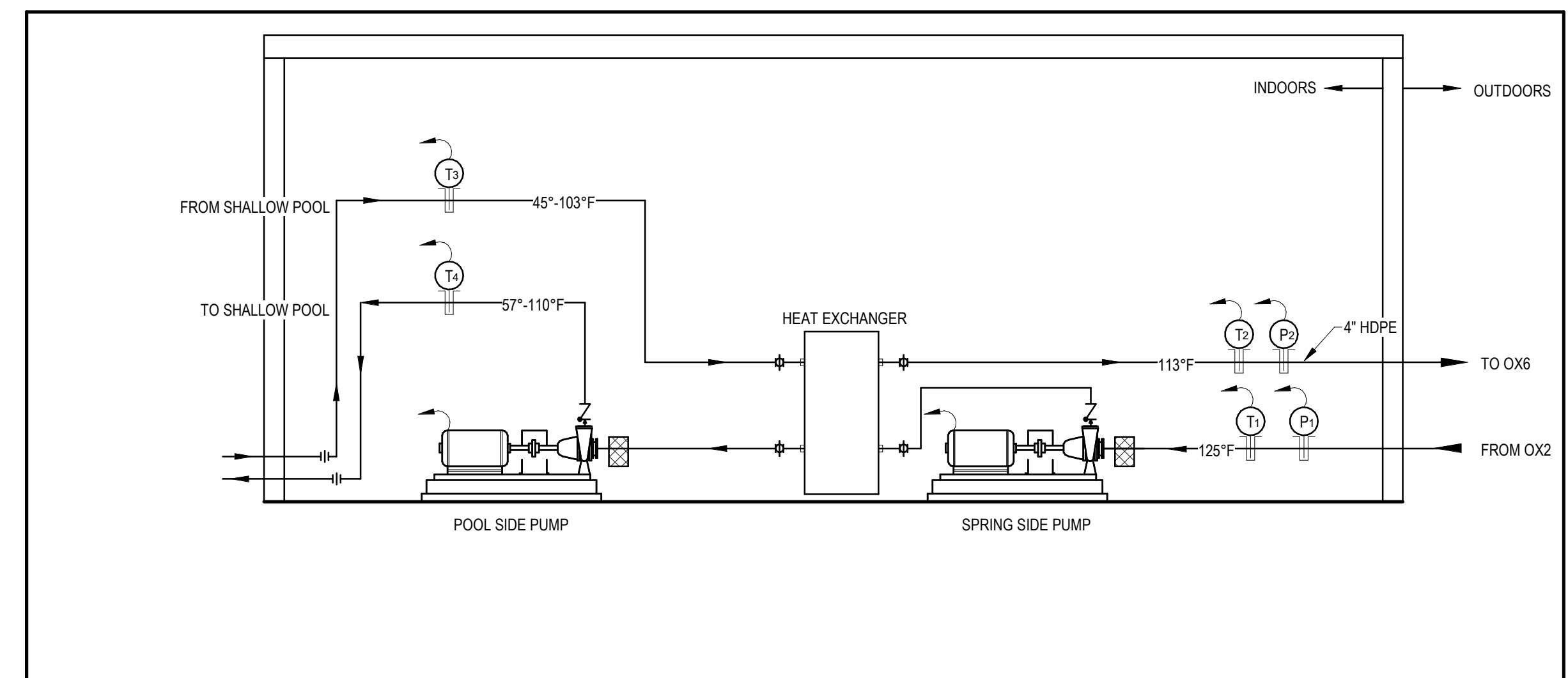
REVISIONS:

Opt.#8

TEST SETUP



2 OPTION#8 - OX2 HEAT EXCHANGER - TEMPORARY TEST PLAN



1 OPTION#8 PIPING -TEMPORARY TEST SCHEMATIC





FELIN PARK STAGE

OURAY, CO



SCHEMATIC DESIGN PROGRESS PRICING SET

DATE: 10/25/2024

PRICING ALTERNATES

DATE: 03/03/2025

KEO
studioworks

PO BOX 3371 ASPEN, CO 81612
970-319-1229

SYMBOL LEGEND

SECTION	DRAWING NO. (TYP)	MATCH LINE	
	SHEET NO. (TYP)	GRID LINE	
DETAIL (PLAN)		SPOT ELEVATION	
DETAIL		DRAWING REVISION	
EXTERIOR ELEVATION		INTERIOR ELEVATION	
ROOM NAME & NUMBER	LIVING 100	WINDOW MARK	
DOOR MARK		ASSEMBLY MARK	

PROJECT DIRECTORY

OWNER

XXX
OURAY, CO 81427
CONTACT: #Client Custom
(XXX) XXX-XXXX
CLIENT@EMAIL.COM

CONTRACTOR

TBA

ARCHITECT

© 2024 KEostudioworks
PO BOX 3634 TAOS, NM 87571
CONTACT: JIM KEHOE
(970) 319-1229
JIM@KEOSTUDIOWORKS.COM

SURVEYOR

#SURVEYOR
#SURVEYOR ADDRESS
CONTACT: #SURVEYOR CONTACT
#SURVEYOR PHONE
#SURVEYOR EMAIL

CIVIL ENGINEER

#CIVIL
#CIVIL ADDRESS
CONTACT: #CIVIL CONTACT
#CIVIL PHONE
#CIVIL EMAIL

STRUCTURAL ENGINEER

#STRUCTURAL
#STRUCTURAL ADDRESS
CONTACT: #STRUCTURAL CONTACT
#STRUCTURAL PHONE
#STRUCTURAL EMAIL

FELLIN PARK STAGE

OURAY, CO

SCHEMATIC DESIGN PROGRESS PRICING SET

DATE: 10/25/2024

PROJECT INFO

JURISDICTION: #JURISDICTION
LEGAL DESCRIPTION: FELLIN PARK OURAY CO 81427
PARCEL ID: 451531202016
ZONING: CIVIC
CLIMATE ZONE: 6B



ABBREVIATIONS

AAD	ATTIC ACCESS DOOR	GALV	GALVANIZED	RM	ROOM
ADD	ADJUNCTION	GC	GENERAL CONTRACTOR	RW	ROUGH OPENING
ADJ	ADJACENT	GL	GLASS	RO	ROUGH OPENING
ADR	AREA OF REFUGE	GR	GRADE	SAN	SANITARY
AGG	AGGREGATE	GLB	LAMINATED WOOD BEAM	SECT	SECTION
AFF	ABOVE FINISHED FLOOR	GYP	GYPSPUM	SEW	SEWER
ALT	ALTERNATE	GWB	GYPSPUM WALLBOARD	SHT	SHEET
ARCH	ARCHITECTURAL	HDW	HARDWARE	SHLV	SHELVES
BM	BEAM	HD	HEAD	SM	SIMILAR
BRG	BEARING	HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	SL	SLIBING
BET	BETWEEN	HT	HEIGHT	SM	SHEET METAL
BD	BOARD	HWY	HIGHWAY	STC	SOUND-TRANSMISSION CLASS
BS	BOTH SIDES	HOR	HORIZONTAL	SPEC	SPECIFICATION
BO	BOTTOM OF	ID	INSIDE DIAMETER	SO	SQUARE
BLDG	BUILDING	INT	INTERIOR	STD	STANDARD
CAB	CABINET	INT	INTERIOR	STL	STEEL
CL	CENTERLINE	JT	JOINT	STRCT	STRUCTURAL (AL)
CER	CERAMIC	LAM	LAMINATE	SUB	SUBSTITUTE
CLR	CLEAR	LAV	LAVATORY	SUPPL	SUPPLEMENT (AL)
CLOS	CLOSET	MFG	MANUFACTURER	SUSP	SUSPEND (ED)
CMU	CONCRETE MASONRY UNIT	MO	MASONRY OPENING	TEL	TELEPHONE
COL	COLUMN	MTL	MATERIAL	TV	TELEVISION
CONC	CONCRETE	MAX	MAXIMUM	TEMP	TEMPERED
CJ	CONSTRUCTION JOINT	MC	MECHANICAL	THK	THAT IS
CONT	CONTINUOUS	MECH	MECHANICAL	THK	THICK
DP	DAMP-PROOFING	MIN	MINIMUM	TPH	TYPICAL
DET	DETAIL	MISC	MISCELLANEOUS	T&G	TONGUE AND GROOVE
DIA	DIAMETER	NIC	NOT IN CONTRACT	T&B	TOP AND BOTTOM
DIM	DIMENSION	NA	NOT APPLICABLE	TO	TO
DW	DISHWASHER	NTS	NOT TO SCALE	T	TREAD
DN	DOWN	OC	ON CENTER	TS	TUBE STEEL
DR	DRAIN	OPG	OPENING	TYP	TYPICAL
DS	DOWNSPOUT	OPP	OPPOSITE	UG	UNDERGROUND
DRWG	DRAWING	OPH	OPPOSITE HAND	U.N.O.	UNLESS NOTED OTHERWISE
EA	EACH	OD	OUTSIDE DIAMETER	UNFIN	UNFINISHED
EL	ELEVATION	PERF	PERFORATED (D)	UBC	UNIFORM BUILDING CODE
EQ	EQUAL	PLAT	PLAIN FINISHED SHEET METAL	USG	UNITED STATES GAGE
EXIST	EXISTING	PLY	PLYWOOD	VAR	VARIABLE
EJ	EXPANSION JOINT	PROJ	PROJECT	VENT	VENTILATE
EXT	EXTERIOR	PROJ	PROJECT	VERF	VERIFY IN FIELD
FEC	FIRE EXTINGUISHER CABINET	PROJ	PROJECT	VERT	VERTICAL
FOC	FACE OF CONCRETE	PROP	PROPERTY	VAT	VINYL ASBESTOS TILE
FOS	FACE OF STUD	PT	PRESSURE TREATED	V	VOLTAGE
FIN	FINISH	R	RADIUS OR RISER	WC	WATER CLOSET
FP	FIREPROOF	REF	REFER	WP	WATERPROOF
FL	FLOOR	REFR	REFRIGERATOR	WT	WEIGHT
FD	FLOOR DRAIN	REIN	REINFORCE (D)	WIN	WINDOW
FTG	FOOTING	REQD	REQUIRED	W/HCBS (FORM)	WITH (CONCRETE FORM)
FDN	FOUNDATION	RHM	ROUND HEAD	W	WIDTH
GA	GUAGE	RHS	ROUND HEAD	WD	WOOD

GENERAL NOTES

- THE AIA DOCUMENT 201, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", 2017, ARE HEREBY MADE A PART OF THESE CONTRACT DOCUMENTS. COPIES ARE ON FILE AND ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF THE ARCHITECT.
- THE CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT, THE GENERAL NOTES, THE SPECIFICATIONS, AND THE DRAWINGS, WHICH ARE COOPERATIVE AND CONTINUOUS. WORK INDICATED OR REASONABLY IMPLIED IN ANY ONE OF THE DOCUMENTS SHALL BE SUPPLIED AS THOUGH FULLY COVERED IN ALL. ANY DISCREPANCY BETWEEN THE DIFFERENT PARTS SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY.
- ALL WORK SHALL COMPLY WITH ALL STATE AND LOCAL CODES AND ORDINANCES, AND SHALL BE PERFORMED TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP BY JOURNEYMEN OF THE APPROPRIATE TRADES. GENERALLY, ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, UNLESS OTHERWISE REGULATED OR SPECIFIED BY ARCHITECT OR GOVERNING BODIES.
- THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE ALL WORK DESCRIBED HEREIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ANY CONDITIONS WHICH WILL NOT PERMIT CONSTRUCTION ACCORDING TO THE INTENTIONS OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE DETAILS AND/OR DIRECTIONS REGARDING DESIGN INTENT WHERE IT IS ALTERED BY EXISTING CONDITIONS OR WHERE NEGLECTED IN THE DOCUMENTS.
- ANY MATERIALS PROPOSED FOR SUBSTITUTION OF THOSE SPECIFIED OR CALLED OUT BY TRADE NAME IN THESE DOCUMENTS SHALL BE PRESENTED TO THE ARCHITECT FOR REVIEW. THE CONTRACTOR SHALL SUBMIT SAMPLES WHEN REQUIRED BY THE ARCHITECT. AND ALL SUCH SAMPLES SHALL BE REVIEWED BY THE ARCHITECT BEFORE THE WORK IS PERFORMED. WORK MUST CONFORM TO THE REVIEWED SAMPLES. ANY WORK WHICH DOES NOT CONFORM SHALL BE REMOVED AND REPLACED WITH WORK WHICH CONFORMS TO THE REQUESTS AND SAMPLES FOR REVIEW THROUGH THE GENERAL CONTRACTOR'S EXPENSE. SUBCONTRACTORS SHALL SUBMIT CONTRACTOR WHEN WORK IS LET THROUGH HIM OR HER. REQUIRED VERIFICATIONS AND SUBMITTALS TO BE MADE IN ADEQUATE TIME AS NOT TO DELAY WORK IN PROGRESS.
- SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR HIS OR HER REVIEW WHERE CALLED FOR ANYWHERE IN THESE DOCUMENTS. REVIEW SHALL BE MADE BY THE ARCHITECT BEFORE WORK IS BEGUN, AND WORK SHALL CONFORM TO THE REVIEWED SHOP DRAWINGS, SUBJECT TO REPLACEMENT AS REQUIRED IN PARAGRAPH E, ABOVE.
- THE BUILDING INSPECTOR SHALL BE NOTIFIED BY THE CONTRACTOR WHEN THERE IS NEED OF INSPECTION AS REQUIRED BY THE UNIFORM BUILDING CODE OR ANY LOCAL CODE OR ORDINANCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND CARE OF ADJACENT PROPERTIES DURING CONSTRUCTION. FOR COMPLIANCE WITH FEDERAL AND STATE O.S.H.A. REGULATIONS, AND FOR THE PROTECTION OF ALL WORK UNTIL IT IS DELIVERED COMPLETED TO THE OWNER.
- ALL DIMENSIONS NOTED TAKE PRECEDENCE OVER SCALED. DIMENSIONS NOTED WITH "N.T.S." DENOTES NOT TO SCALE. DRAWINGS NOT TO BE SCALED. NOTIFY ARCHITECT OF ANY CONFLICTS OR OMISSIONS.
- CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS, AND WALLS WITH ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.
- CONTRACTOR WILL ASSUME RESPONSIBILITY OF ITEMS REQUIRING COORDINATION AND RESOLUTION DURING THE BIDDING PROCESS.
- CONTRACTOR TO COORDINATE WITH OWNER & SOILS ENGINEER FOR TEST PIT.

DRAWING INDEX

GENERAL

G000 COVER SHEET
GENERAL INFO
SURVEY

ARCHITECTURAL

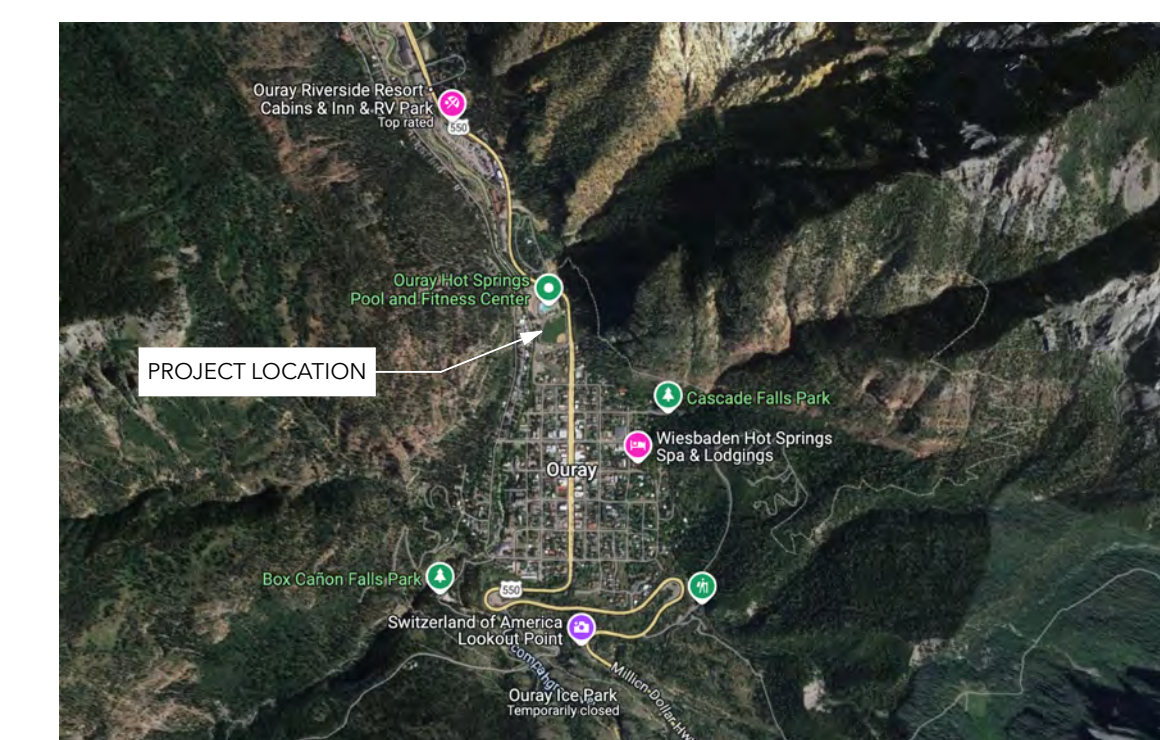
A100 ARCHITECTURAL SITE PLAN
A100-A ARCHITECTURAL SITE PLAN - ALTERNATE LOCATION
A201 LOWER LEVEL PLAN
A202 STAGE LEVEL PLAN
A203 ROOF PLAN
A301 ELEVATIONS & MATERIALS
A302 ELEVATIONS & MATERIALS
A401 STAGE SECTION
A401 STAGE SECTION & DOOR SCHEDULE

SPEC 1 SPECIFICATIONS
SPEC 2 SPECIFICATIONS

DATE 10/25/24
ISSUANCE 5D PROGRESS
PRICING SET

03/30/25 PRICING ALTERNATE

VICINITY MAP

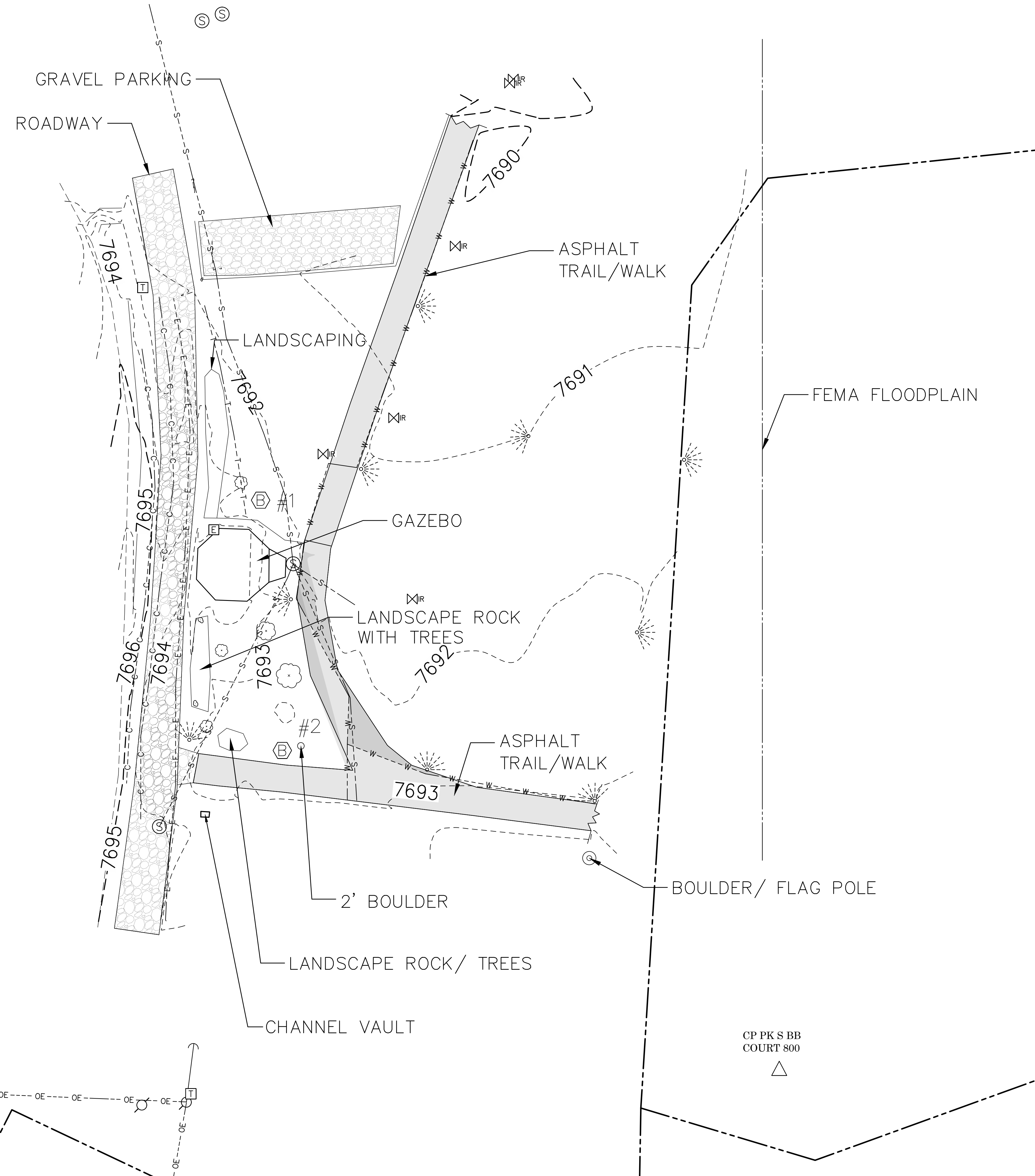


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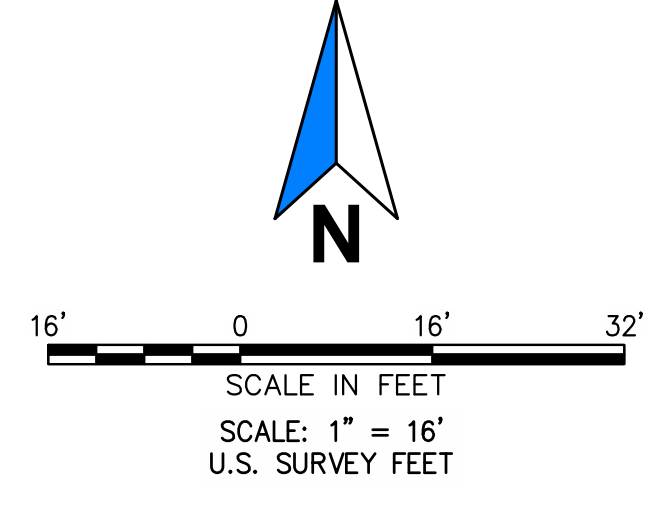
G000

TYPICAL LEGEND

- ⊙^{IND} FOUND SURVEY MONUMENT AS NOTED
- SECTION LINE
- PROPERTY LINE
- PROPERTY LINE TO BE ABANDONED
- ROAD CENTERLINE
- EASEMENT
- RIGHT-OF-WAY LINE
- EDGE OF ASPHALT
- GRAVEL RD OR DRIVE
- GRAVEL SHOULDER
- DIRT
- 8455--- CONTOURS MAJOR
- CONTOURS MINOR
- x---x--- FENCE
- OE---OE--- ELECTRIC LINE OVERHEAD
- E---E--- ELECTRIC LINE UNDERGROUND
- G---G--- TRANSFORMER
- ⊠ ELECTRIC PED
- ⊕ UTILITY POLE
- ⊙ LIGHT POLE
- ⊖ GUY WIRE
- T---T--- TELEPHONE LINE
- ⊠ TELEPHONE BOX
- C---C--- COMMUNICATIONS LINE
- ⊠ COMMUNICATIONS BOX
- FO---FO--- FIBER OPTICS
- ⊠ FIBER OPTICS BOX
- ⊙ GAS LINE
- ⊙ GAS METER
- W---W--- WATER LINE
- ⊙ WATER MANHOLE
- ⊠ WATER VAULT
- ⊗ WATER VALVE
- ⊙ FIRE HYDRANT
- ⊠ IRRIGATION CONTROL BOX
- ⊗ IRRIGATION VALVE
- ⊗ IRRIGATION SPRINKLER
- SD---SD--- STORM DRAIN LINE
- S---S--- SANITARY SEWER LINE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ SIGN
- ⊙ TREE DECIDUOUS
- ⊙ TREE CONIFER
- ⊙ SHRUB
- ⊙ BUSH
- X.X%--- DRAINAGE ARROW
- DRAINAGE DIRECTION
- ASPHALT
- CONCRETE
- GRAVEL
- ⊠ TP#1 TEST PIT
- ⊠ #1 BORE HOLE



T:\SURVEY\2023\23-202-SUR_Fellin_Park_Survey - Survey\65\CAD\Fellin_park.dwg - PLOT DATE 2024-04-26 08:39 SAVED DATE 2024-04-25 15:39 USER: mludivig

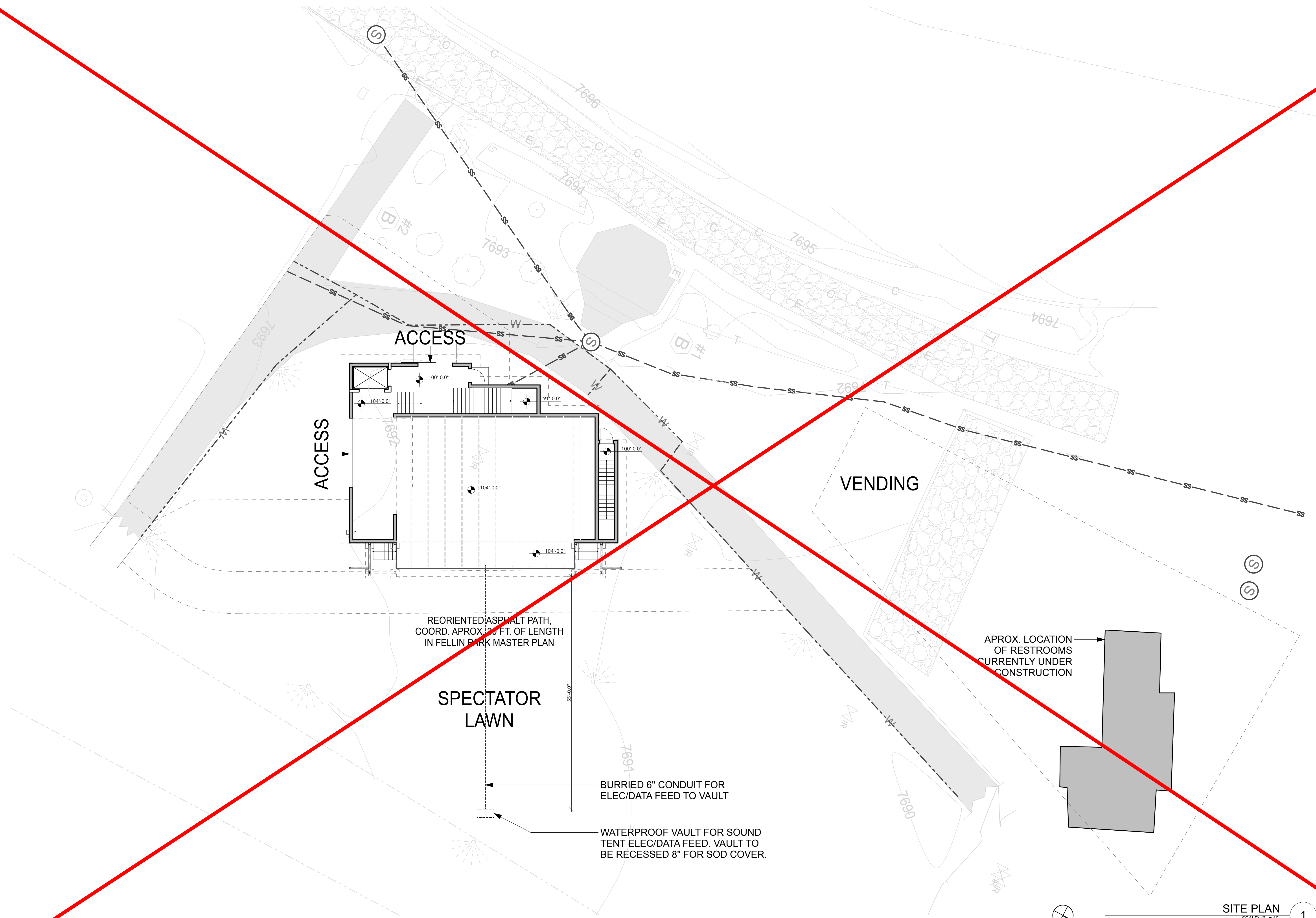


Notice 13-80-105 C.R.S., as amended:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

FELLIN PARK SITE SURVEY OURAY, COLORADO	
PLAT DATE: 4/26/2024	BUCKHORN
PROJ. # 23.202.SUR	
CAD FILE: Fellin park.dwg	ENGINEERING
DRAFTER: ML	
FIELD DATE: 4/24/2024	222 South Park Avenue Montrose, Colorado 81401 970-249-6828
FIELD CREW: DT	
AREA: 0 ACRES	CLIENT: KEOstudiosworks
CLOSURE: CLOSURE	
DRAWING NUMBER V-1	

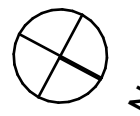
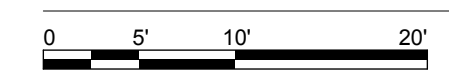
FELLIN PARK STAGE

FELLIN PARK,
 OURAY, CO 81427



DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

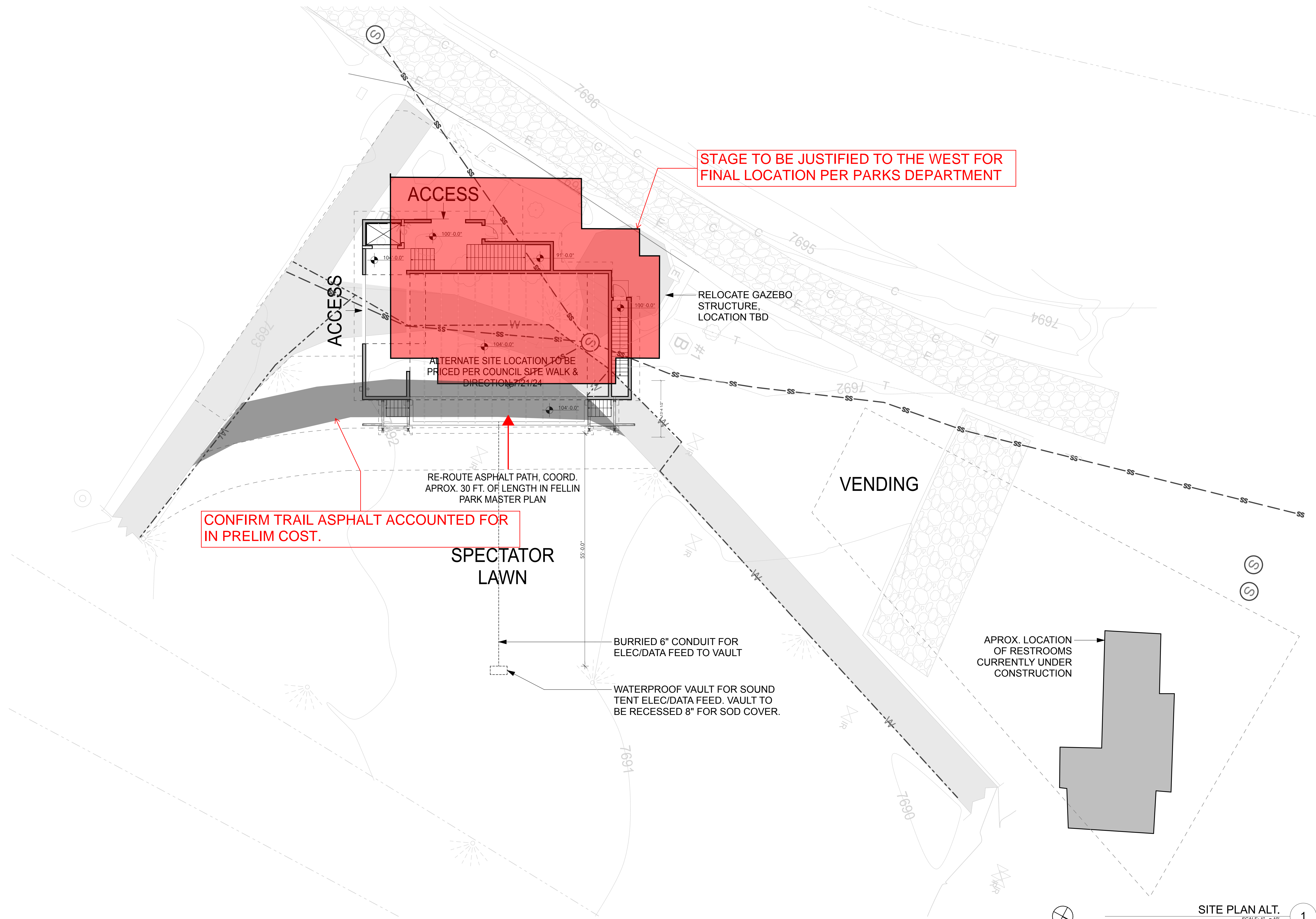
SITE PLAN
**SITE PLAN ALT.
 ACCEPTED**



SITE PLAN
 SCALE: 1" = 10'
1

A100

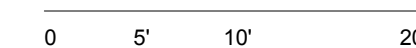
FELLIN PARK STAGE

FELLIN PARK,
OURAY, CO 81427



DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

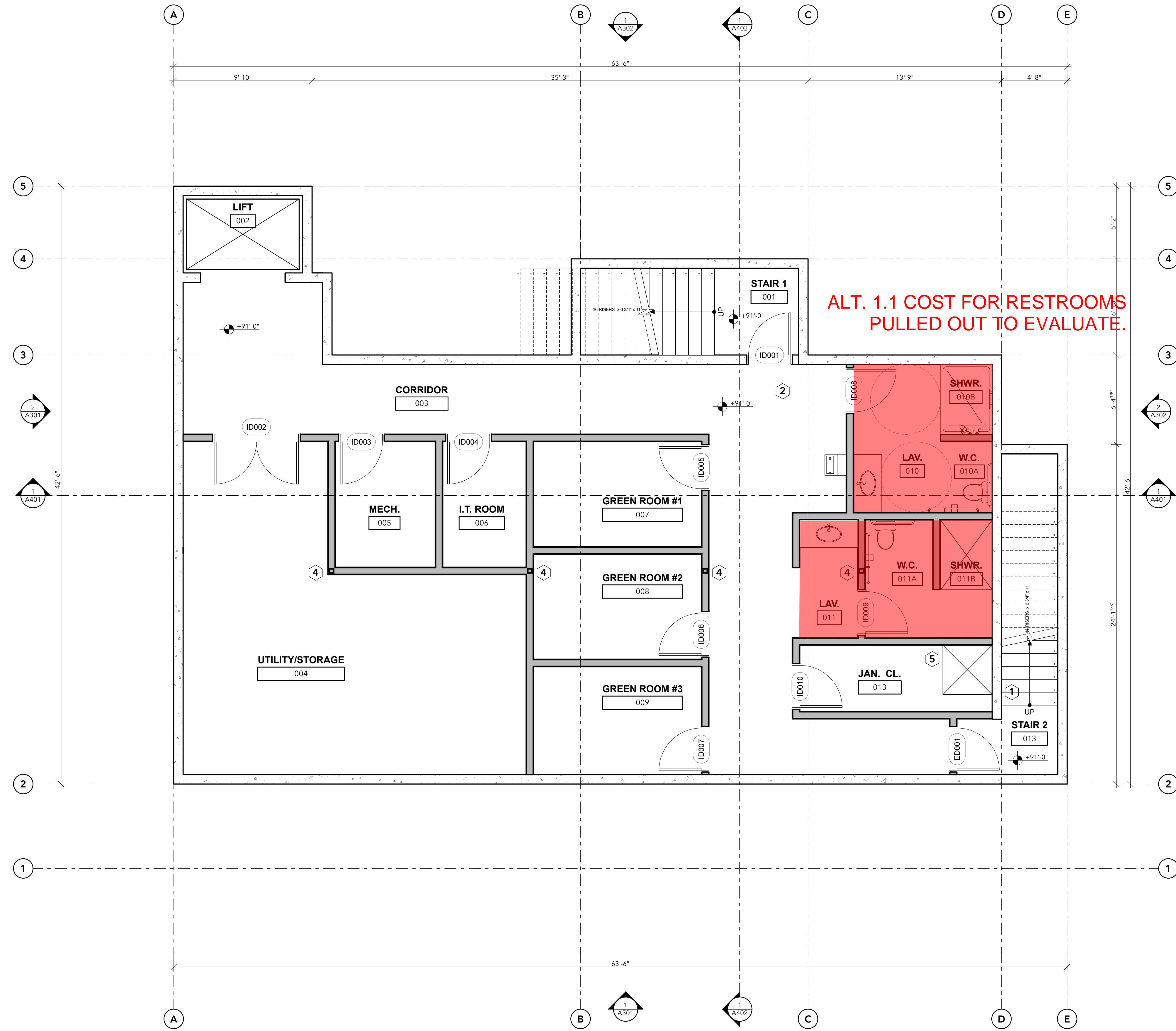
SITE PLAN ALT.



 SITE PLAN ALT. 1
 SCALE: 1" = 10'

A100-A

BASE BID, ALT. 2 & 3

- KEYED NOTES:**
1. POURED IN PLACE CONCRETE STAIR
 2. SLAB ON GRADE
 3. INTERIOR STAIR - WOOD TIMBER STINGERS WITH 4" CONC. TREADS
 4. STEEL W-SECTION SPEAKER TOWERS - REF. ELEVATIONS
 5. MOP SINK
 6. COMPOSITE STL. AND CONC. DECK - REF. STRUCT. NARRATIVE
 7. 10" X 4" CONTINUOUS DOCK BUMPER
 8. 1/4" STL. CHANNEL JAMBS AND CORNER GAURDS, 8" HT. OR HT. OF OPENING
 9. FDC / SPRINKLER RISER



- NOTES:**
1. REFERENCE SPECIFICATIONS FOR ALL FINISHES AND FIXTURES.
 2. REFERENCE STRUCTURAL NARRATIVE.

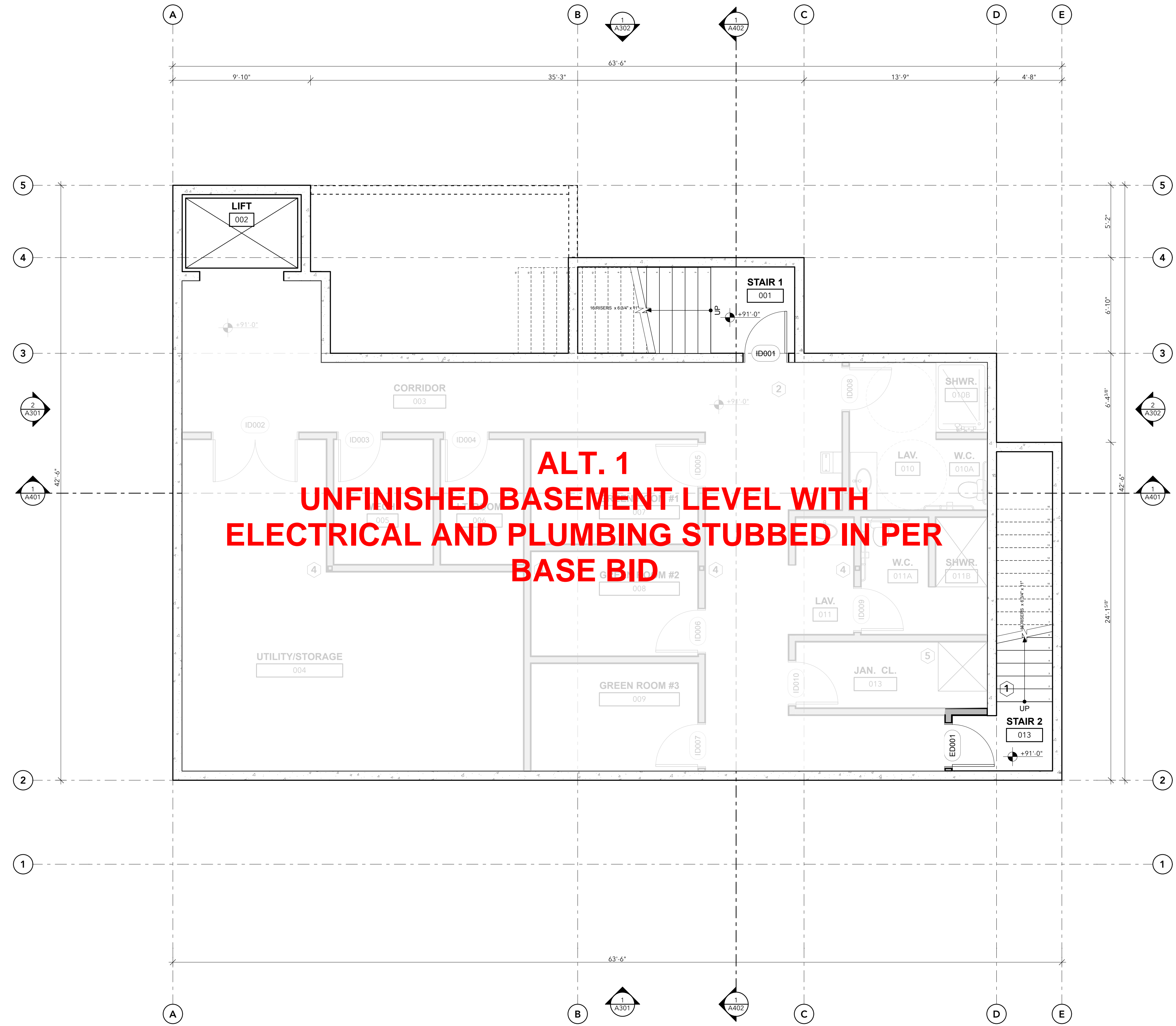
FELLIN PARK STAGE
 FELLIN PARK,
 OURAY, CO 81427

DATE 10/25/24
 ISSUANCE SD PROGRESS
 PRICING SET
 03/30/25 PRICING ALTERNATE

LOWER LEVEL
 PLAN

A201
BASE BID

KEYED NOTES:
 1. POURED IN PLACE CONCRETE STAIR
 2. SLAB ON GRADE
 3. INTERIOR STAIR - WOOD TIMBER STINGERS WITH 4" CONC. TREADS
 4. STEEL W-SECTION SPEAKER TOWERS - REF. ELEVATIONS
 5. MOP SINK
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 1. REFERENCE SPECIFICATIONS FOR ALL FINISHES AND FIXTURES.
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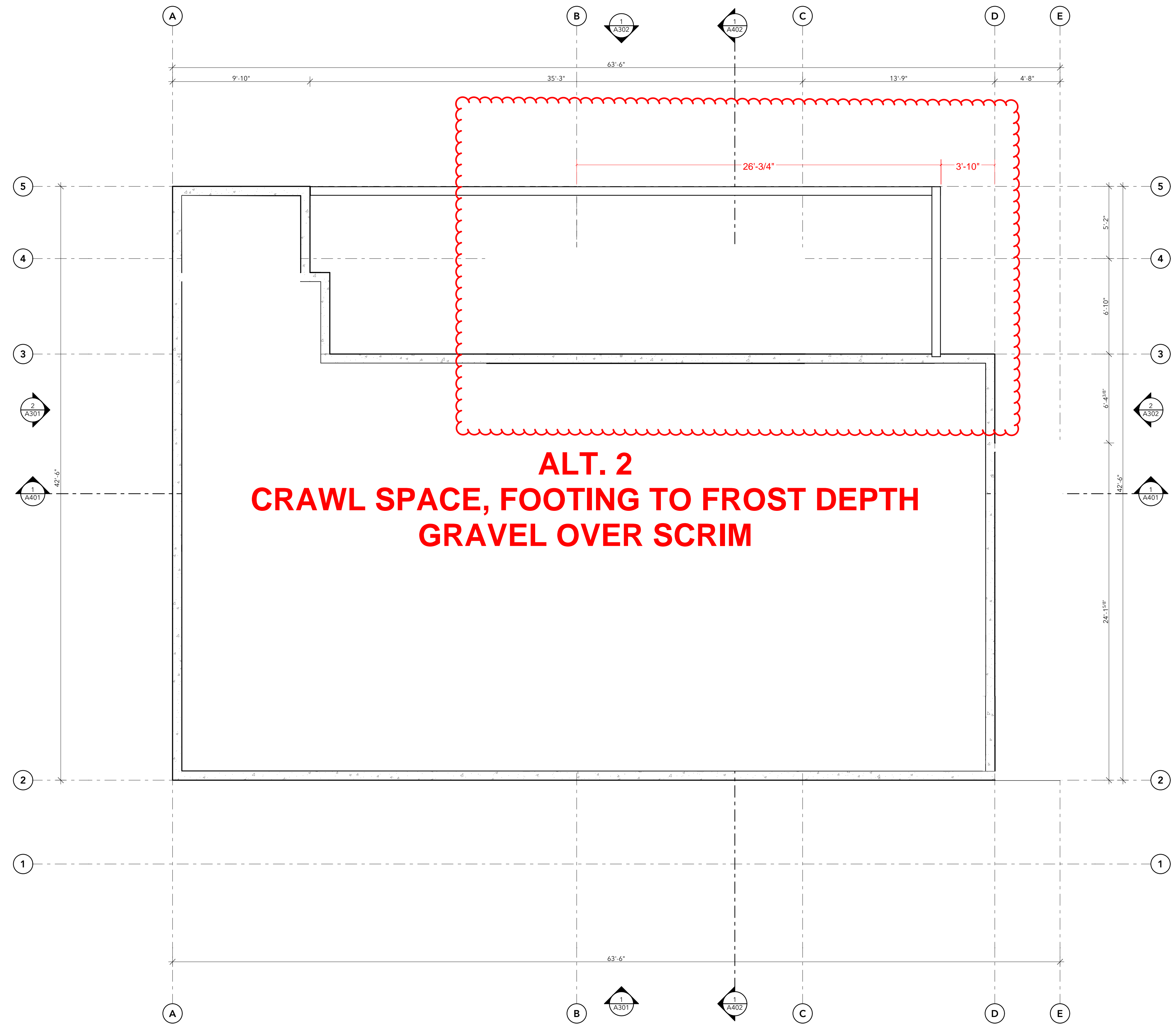
FELLIN PARK STAGE
 FELLIN PARK,
 OURAY, CO 81427

DATE 10/25/24 ISSUANCE SD PROGRESS
 PRICING SET
 03/30/25 PRICING ALTERNATE

LOWER LEVEL
 PLAN

A201
ALT. 1

KEYED NOTES:
 1. POURED IN PLACE CONCRETE STAIR
 2. SLAB ON GRADE
 3. INTERIOR STAIR - WOOD TIMBER STINGERS WITH 4" CONC. TREADS
 4. STEEL W-SECTION SPEAKER TOWERS - REF. ELEVATIONS
 5. MOP SINK
 6. COMPOSITE STL. AND CONC. DECK - REF. STRUCT. NARRATIVE
 7. 10" X 4" CONTINUOUS DOCK BUMPER
 8. 1/4" STL. CHANNEL JAMBS AND CORNER GAURDS, 8" HT. OR HT. OF OPENING
 9. FDC / SPRINKLER RISER



**ALT. 2
CRAWL SPACE, FOOTING TO FROST DEPTH
GRAVEL OVER SCRIM**

NOTES:
 1. REFERENCE SPECIFICATIONS FOR ALL FINISHES AND FIXTURES.
 2. REFERENCE STRUCTURAL NARRATIVE.

LOWER LEVEL PLAN
 SCALE: 1/4" = 1'-0"
 1

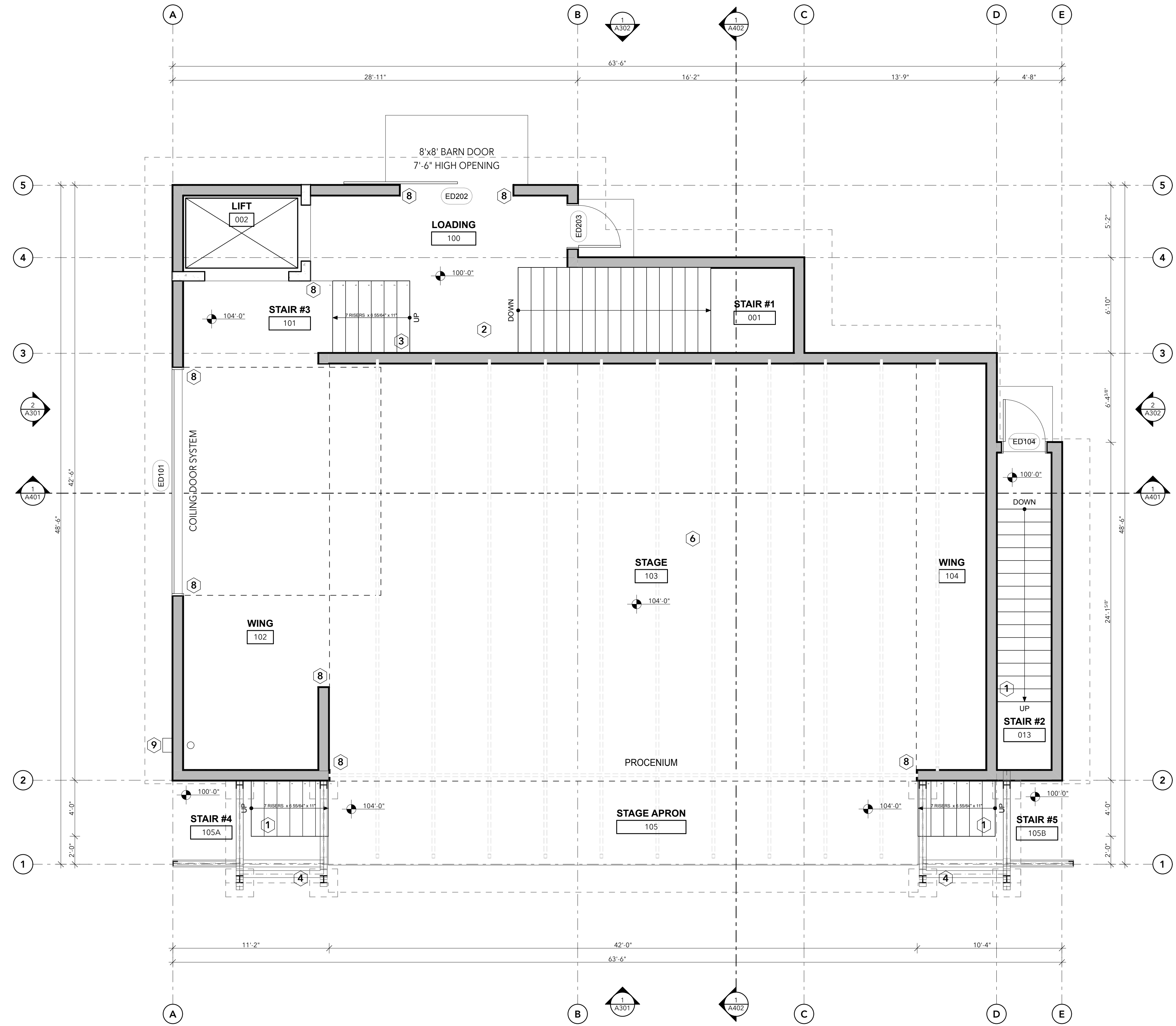
FELLIN PARK STAGE
 FELLIN PARK,
 OURAY, CO 81427

DATE 10/25/24
 ISSUANCE SD PROGRESS
 PRICING SET
 03/30/25 PRICING ALTERNATE

LOWER LEVEL
 PLAN

**A201
ALT 2**

KEYED NOTES:
 1. POURED IN PLACE CONCRETE STAIR
 2. SLAB ON GRADE
 3. INTERIOR STAIR - WOOD TIMBER STINGERS WITH 4" CONC. TREADS
 4. STEEL W-SECTION SPEAKER TOWERS - REF. ELEVATIONS
 5. MOP SINK
 6. COMPOSITE STL. AND CONC. DECK - REF. STRUCT. NARRATIVE
 7. 10" X 4" CONTINUOUS DOCK BUMPER
 8. 1/4" STL. CHANNEL JAMBS AND CORNER GAURDS, 8" HT. OR HT. OF OPENING
 9. FDC / SPRINKLER RISER



NOTES:
 1. REFERENCE SPECIFICATIONS FOR ALL FINISHES AND FIXTURES.
 2. REFERENCE STRUCTURAL NARRATIVE.

FELLIN PARK STAGE
 FELLIN PARK,
 OURAY, CO 81427

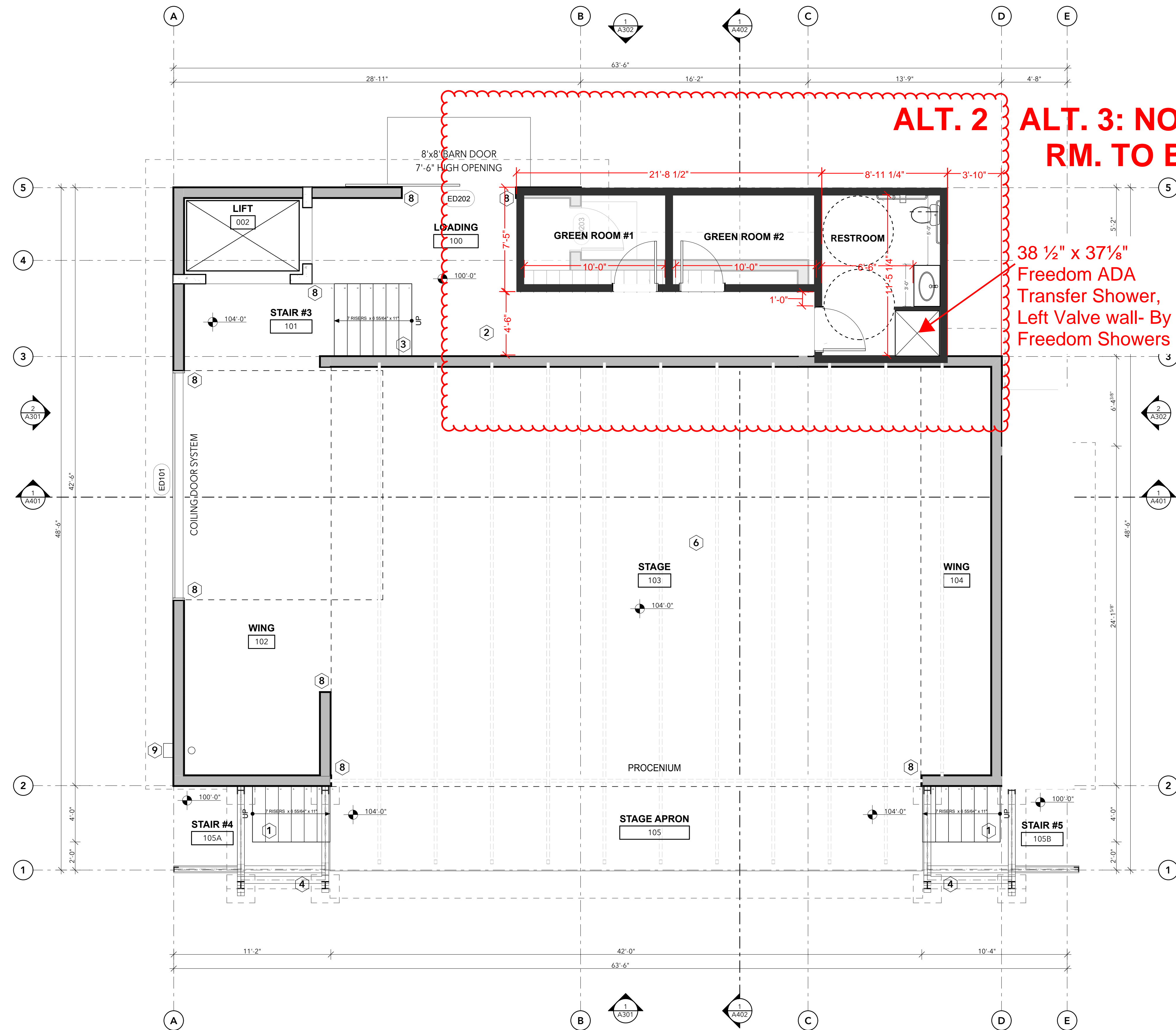
DATE 10/25/24
 ISSUANCE SD PROGRESS
 PRICING SET
 03/30/25 PRICING ALTERNATE

STAGE LEVEL
 PLAN

STAGE LEVEL PLAN
 SCALE: 1/4" = 1'-0"
 1

A202
BASE BID & ALT. 1

- KEYED NOTES:**
1. POURED IN PLACE CONCRETE STAIR
 2. SLAB ON GRADE
 3. INTERIOR STAIR - WOOD TIMBER STINGERS WITH 4" CONC. TREADS
 4. STEEL W-SECTION SPEAKER TOWERS - REF. ELEVATIONS
 5. MOP SINK
 6. COMPOSITE STL. AND CONC. DECK - REF. STRUCT. NARRATIVE
 7. 10" X 4" CONTINUOUS DOCK BUMPER
 8. 1/4" STL. CHANNEL JAMBS AND CORNER GAURDS, 8" HT. OR HT. OF OPENING
 9. FDC / SPRINKLER RISER



ALT. 2 ALT. 3: NO RESTROOM RM. TO BE STORAGE

38 1/2" x 37 1/8"
Freedom ADA
Transfer Shower,
Left Valve wall- By
Freedom Showers

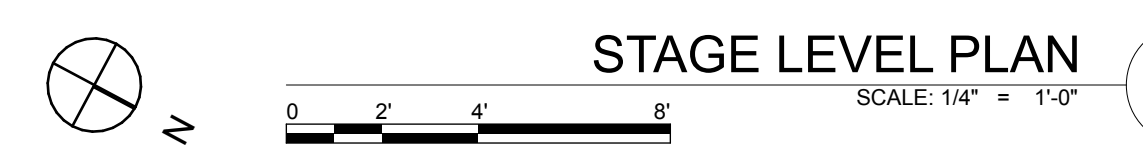
FELLIN PARK STAGE
FELLIN PARK,
OURAY, CO 81427

DATE 10/25/24
ISSUANCE SD PROGRESS
PRICING SET

03/30/25 PRICING ALTERNATE

STAGE LEVEL
PLAN

- NOTES:**
1. REFERENCE SPECIFICATIONS FOR ALL FINISHES AND FIXTURES.
 2. REFERENCE STRUCTURAL NARRATIVE.

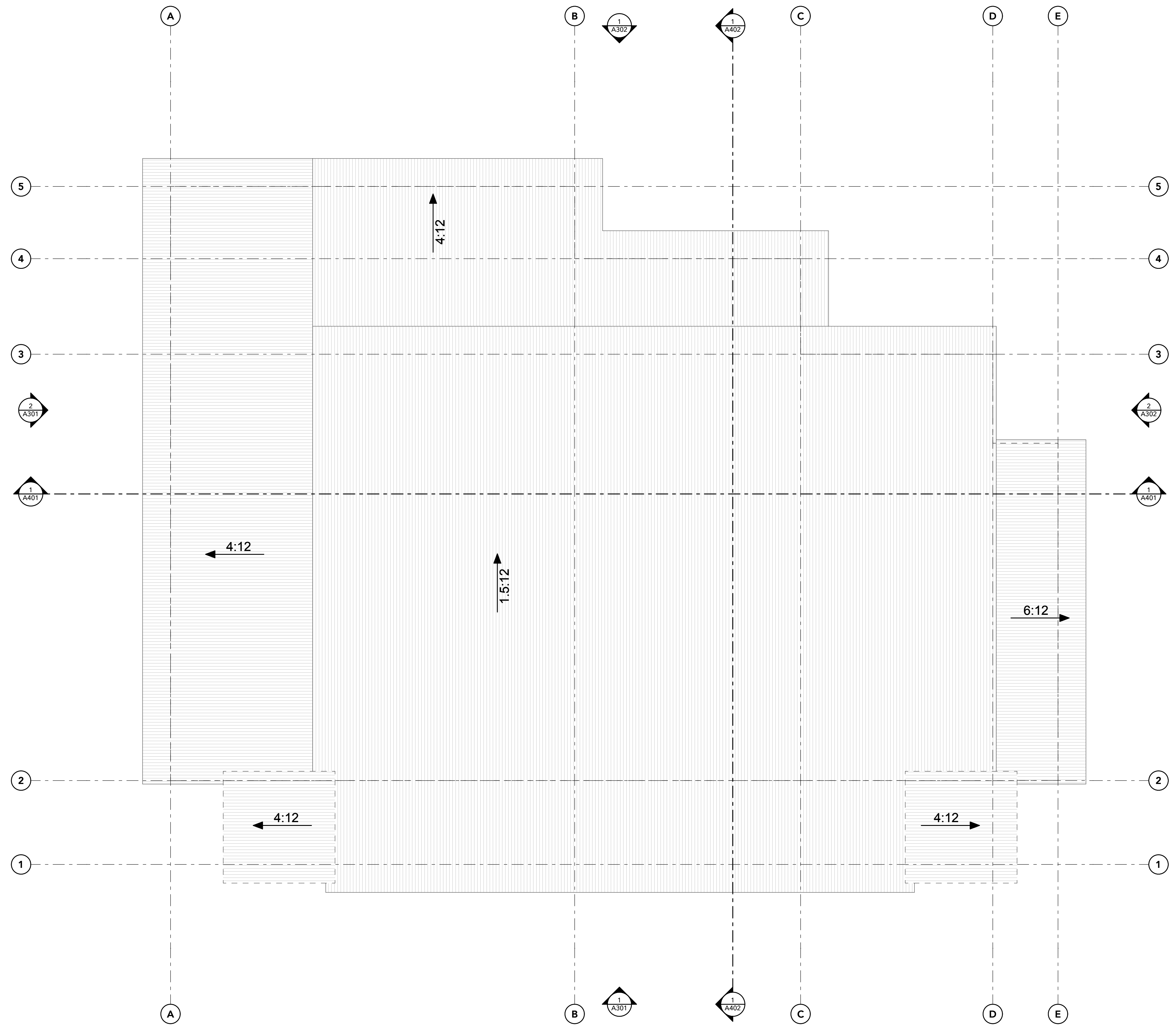


STAGE LEVEL PLAN 1

A202

ALT. 2 & 3

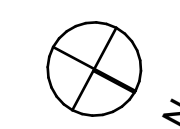
FELLIN PARK STAGE
 FELLIN PARK,
 OURAY, CO 81427



DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

ROOF PLAN

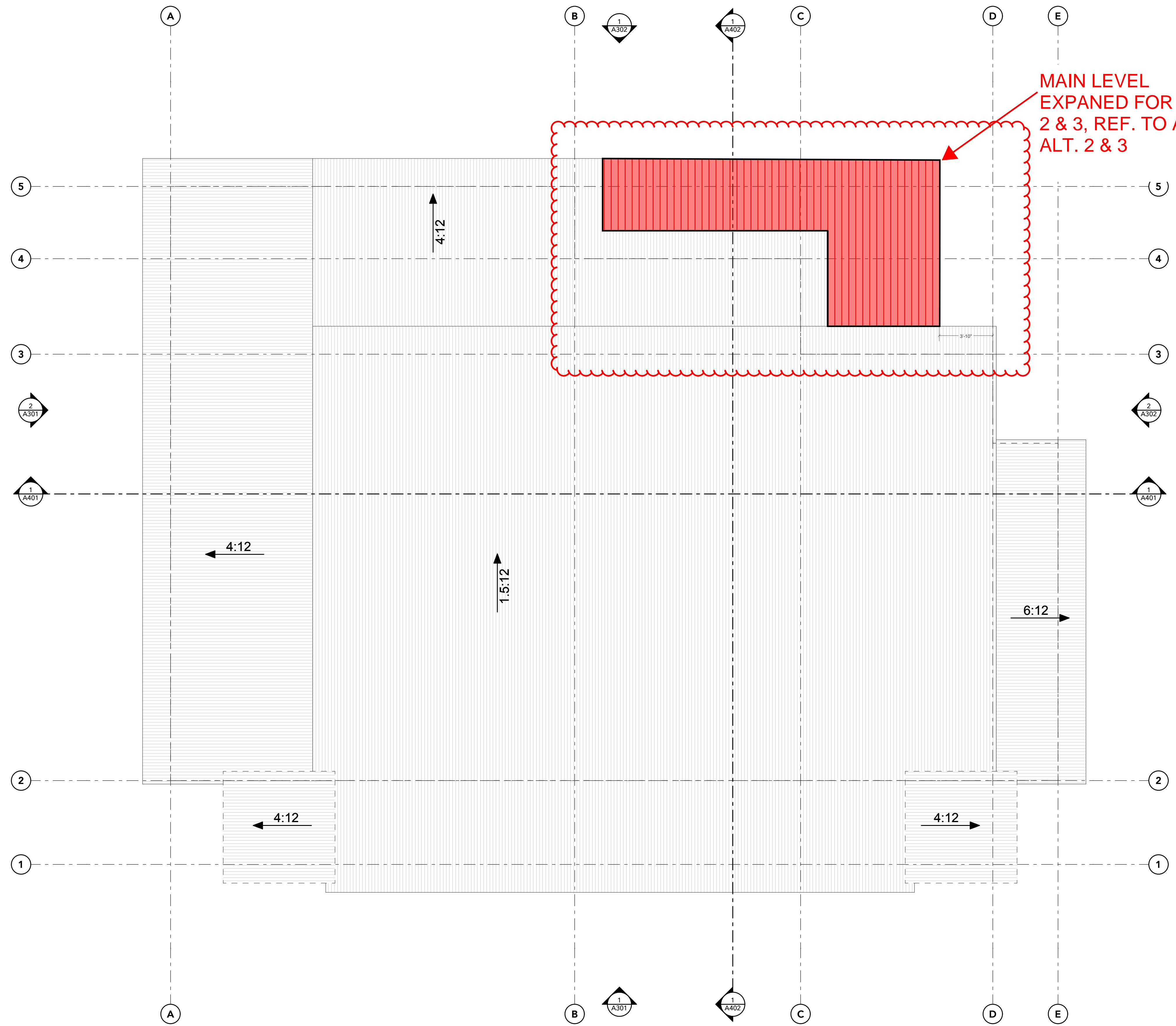
ROOF PLAN WORKING
 SCALE: 1/4" = 1'-0"



1

A203

BASE BID



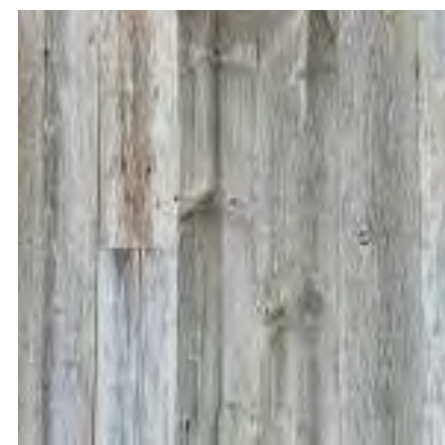
FELLIN PARK STAGE
FELLIN PARK,
OURAY, CO 81427

DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

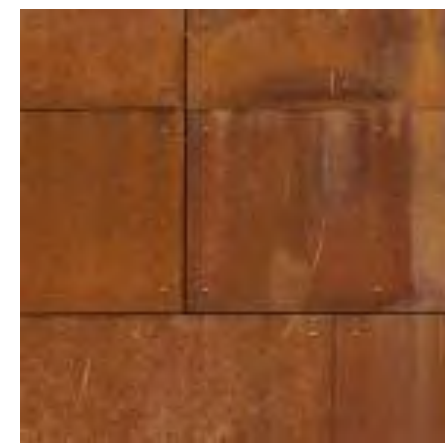
ROOF PLAN



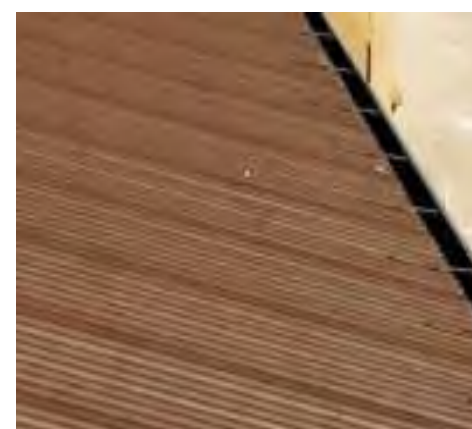
PREFINISHED 7/8"
CORRUGATED SIDING



MILLED ROUGH SAWN
PREWEATHERED TIMBER



24ga. RUSTED METAL
SIDING - FLAT LOCK SEAM



24ga. PREFINISHED RUST
COLOR ROOFING



EXPOSED STEEL STRUCTURE
PREFINISHED CLEARCOAT

MATERIAL LEGEND

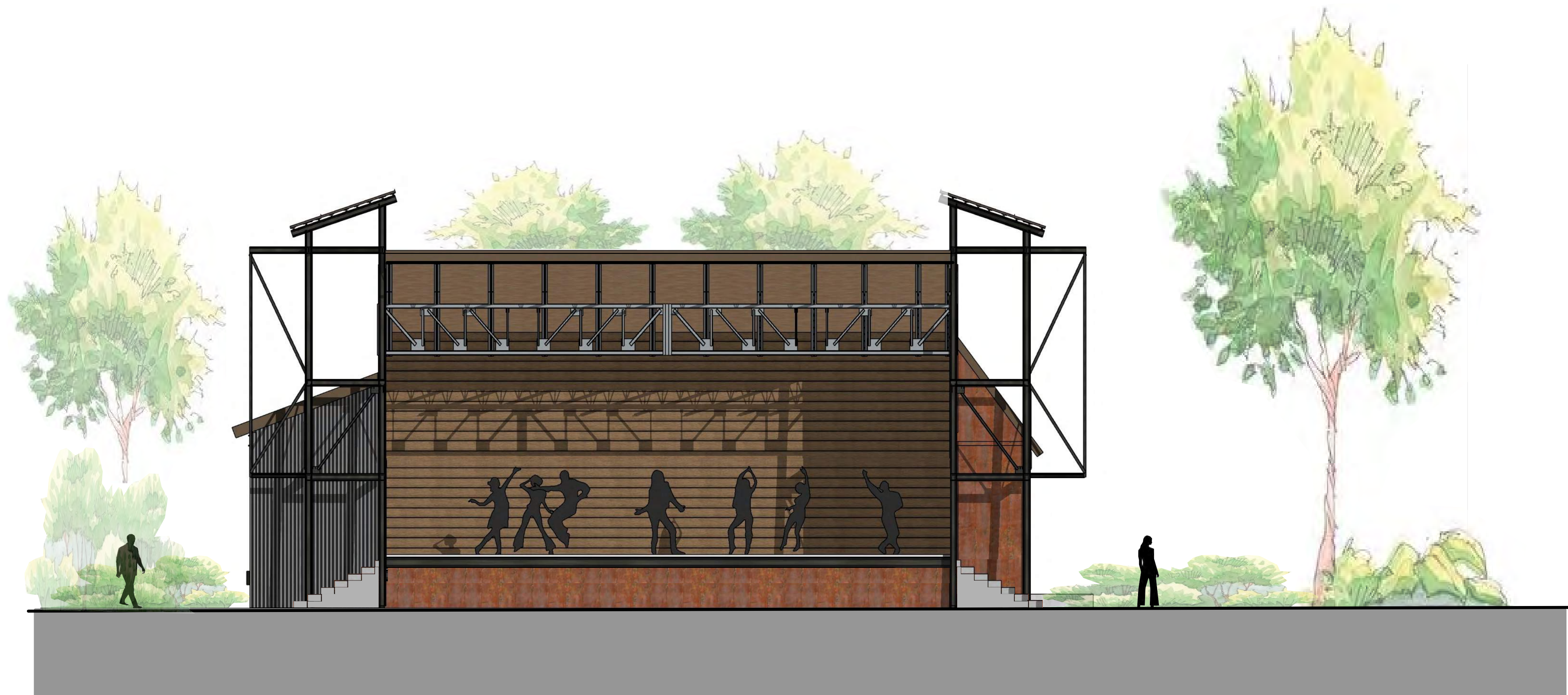


SOUTH ELEVATION



SCALE: 3/16" = 1'-0"

2



EAST ELEVATION



SCALE: 3/16" = 1'-0"

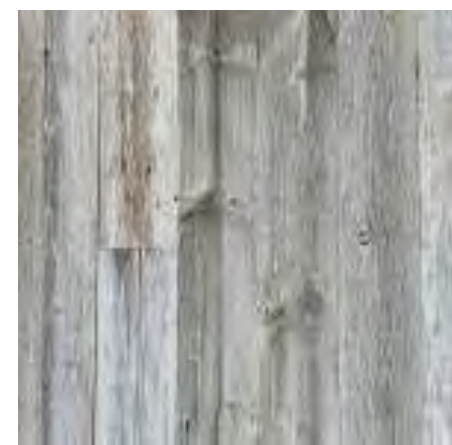
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DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

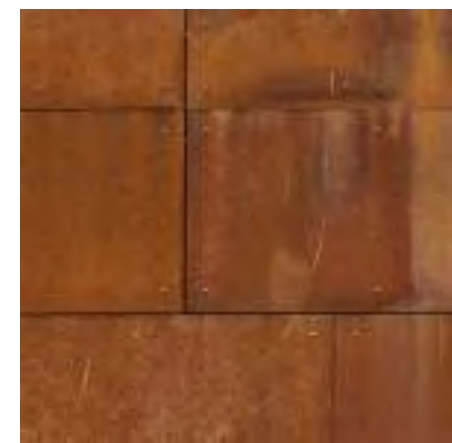
ELEVATIONS



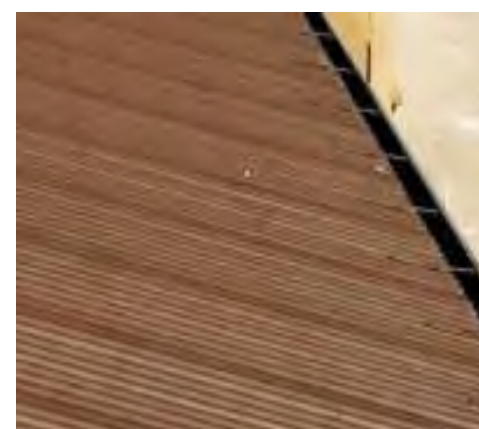
PREFINISHED 7/8"
CORRUGATED SIDING



MILLED ROUGH SAWN
PREWEATHERED TIMBER



24ga. RUSTED METAL
SIDING - FLAT LOCK SEAM

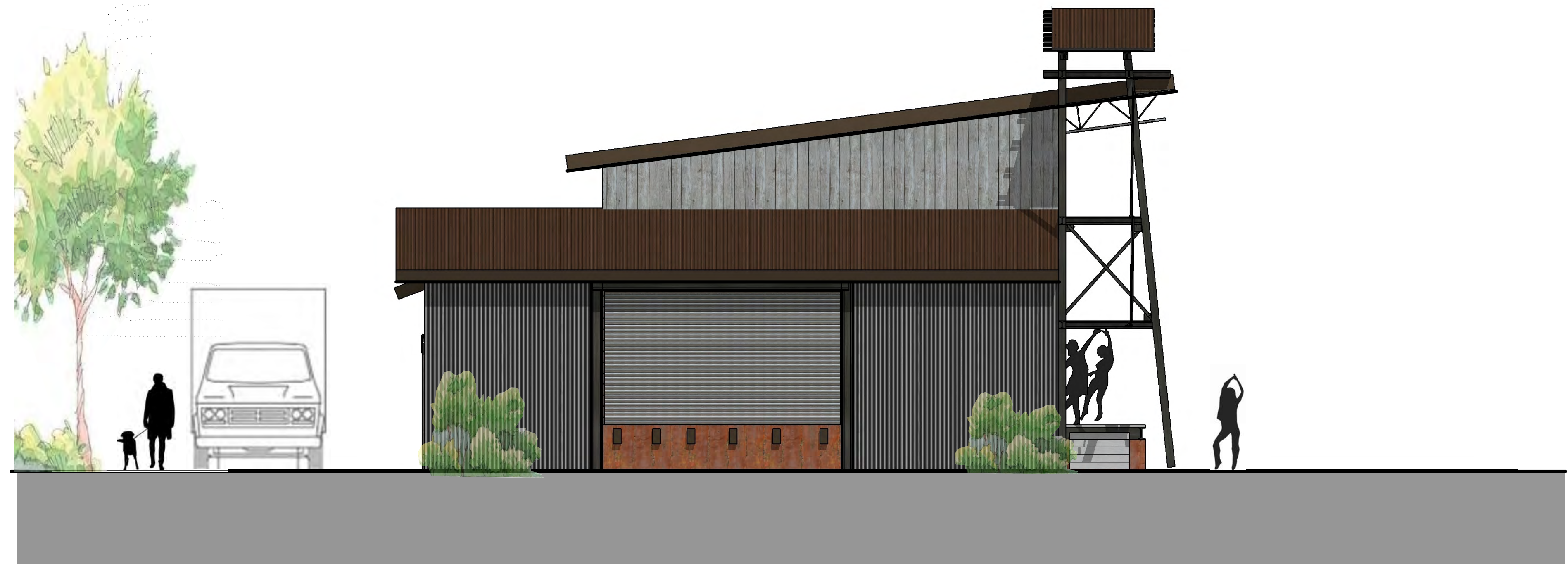


24ga. PREFINISHED RUST
COLOR ROOFING



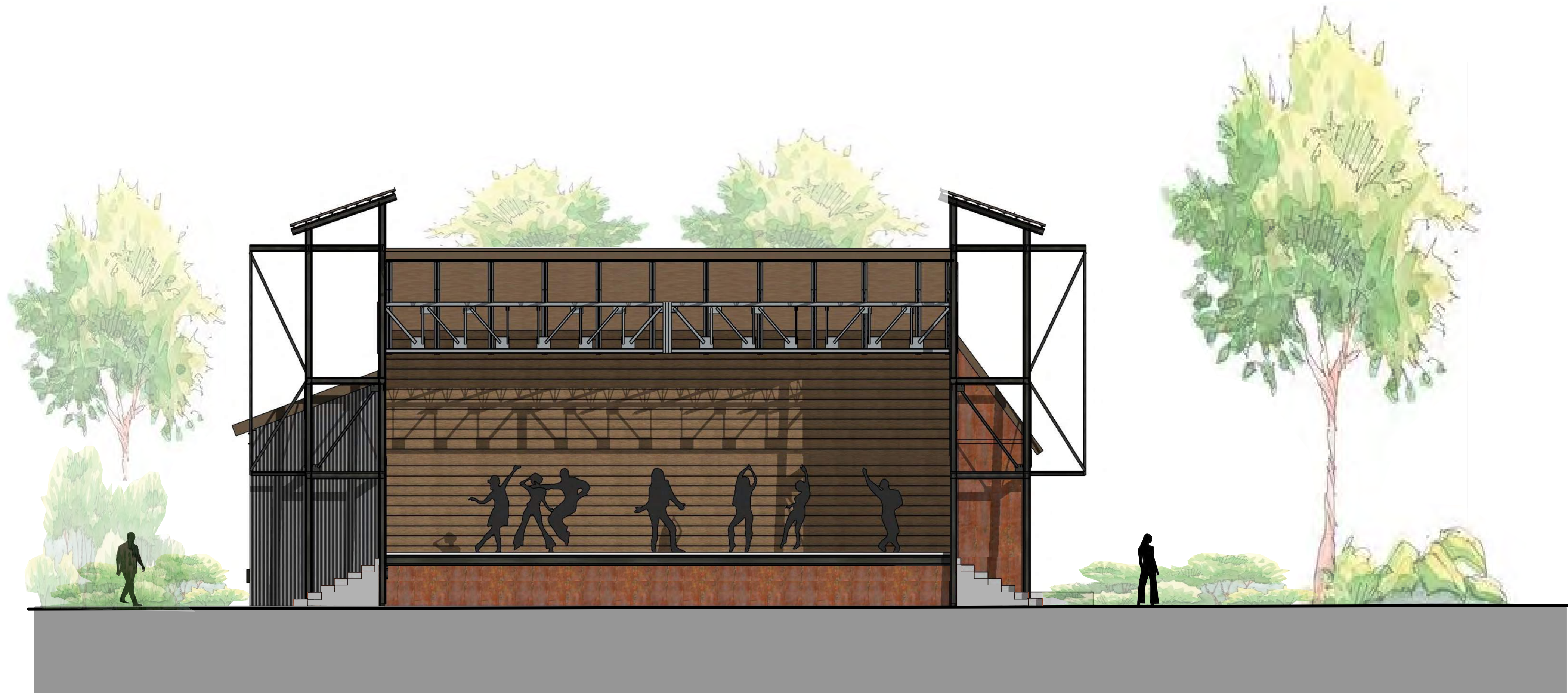
EXPOSED STEEL STRUCTURE
PREFINISHED CLEARCOAT

MATERIAL LEGEND



SOUTH ELEVATION 2
SCALE: 3/16" = 1'-0"
0 4' 8' 12'

NO REVISIONS



EAST ELEVATION 1
SCALE: 3/16" = 1'-0"
0 4' 8' 12'

NO REVISIONS

ALT. 2 & 3

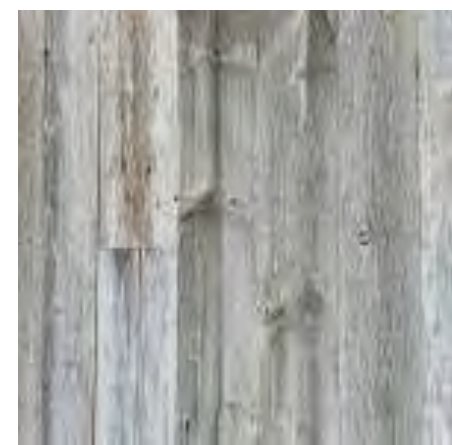
DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

ELEVATIONS

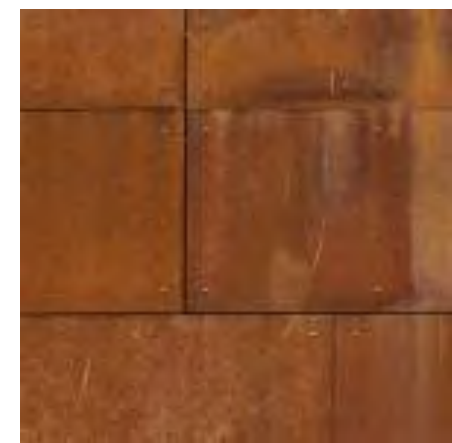
A301



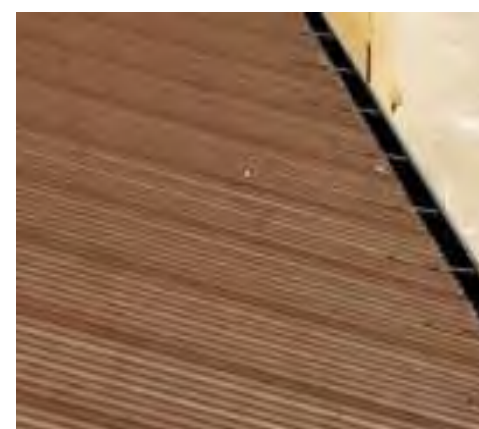
PREFINISHED 7/8"
CORRIGATED SIDING



MILLED ROUGH SAWN
PREWEATHERED TIMBER



24ga. RUSTED METAL
SIDING - FLAT LOCK SEAM



24ga. PREFINISHED RUST
COLOR ROOFING



EXPOSED STEEL STRUCTURE
PREFINISHED CLEARCOAT

MATERIAL LEGEND



NORTH ELEVATION 2
SCALE: 3/16" = 1'-0"
0 4' 8' 12'



WEST ELEVATION 1
SCALE: 3/16" = 1'-0"
0 4' 8' 12'

DATE ISSUANCE
10/25/24 SD PROGRESS
PRICING SET
03/30/25 PRICING ALTERNATE

ELEVATIONS

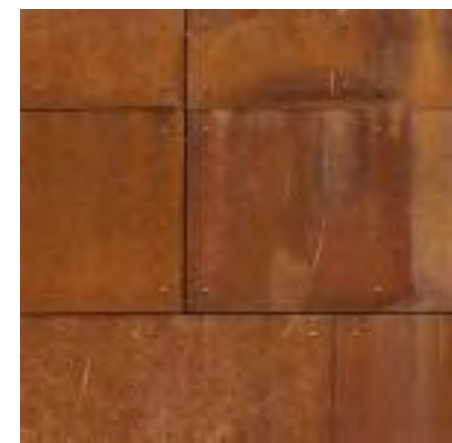
A302
BASE BID



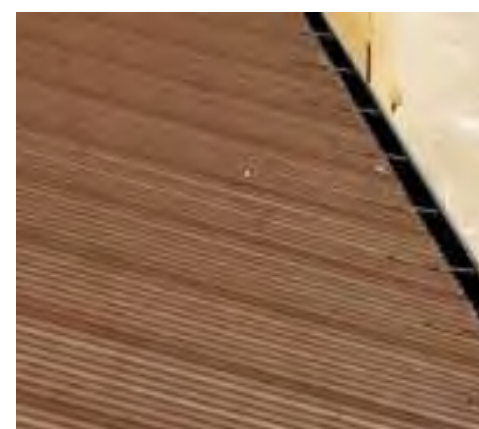
PREFINISHED 7/8"
CORRIGATED SIDING



MILLED ROUGH SAWN
PREWEATHERED TIMBER



24ga. RUSTED METAL
SIDING - FLAT LOCK SEAM

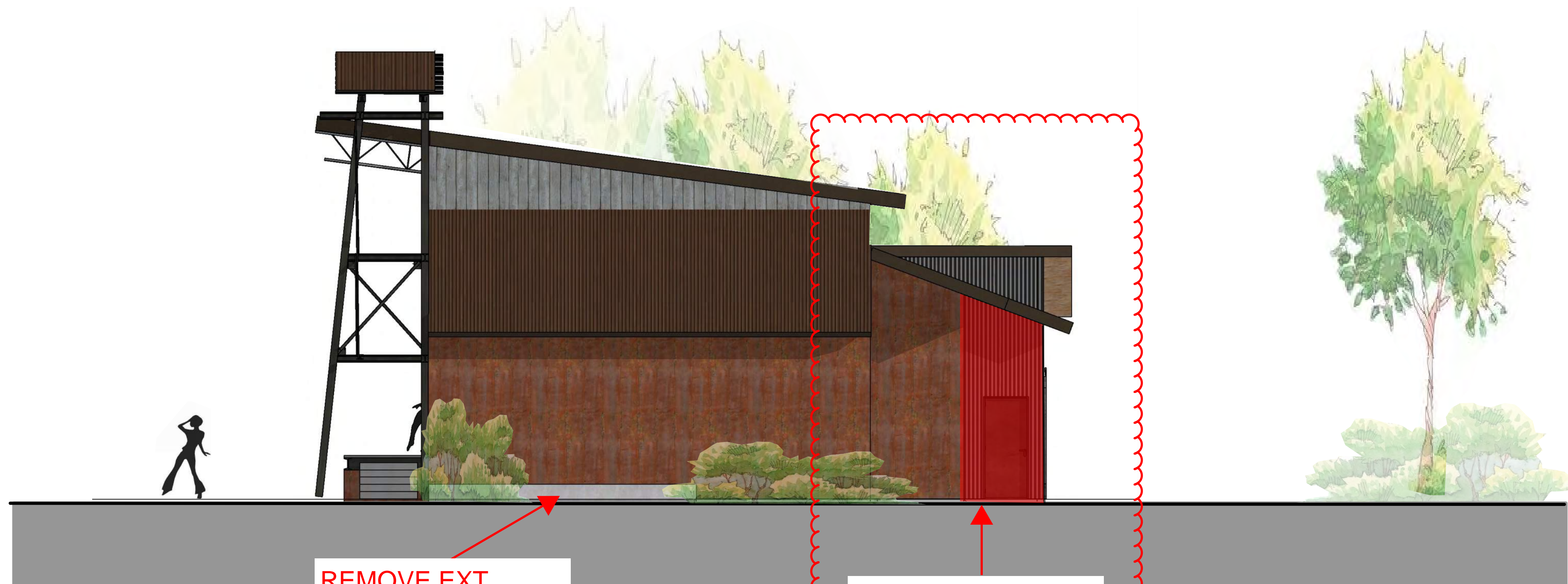


24ga. PREFINISHED RUST
COLOR ROOFING



EXPOSED STEEL STRUCTURE
PREFINISHED CLEARCOAT

MATERIAL LEGEND

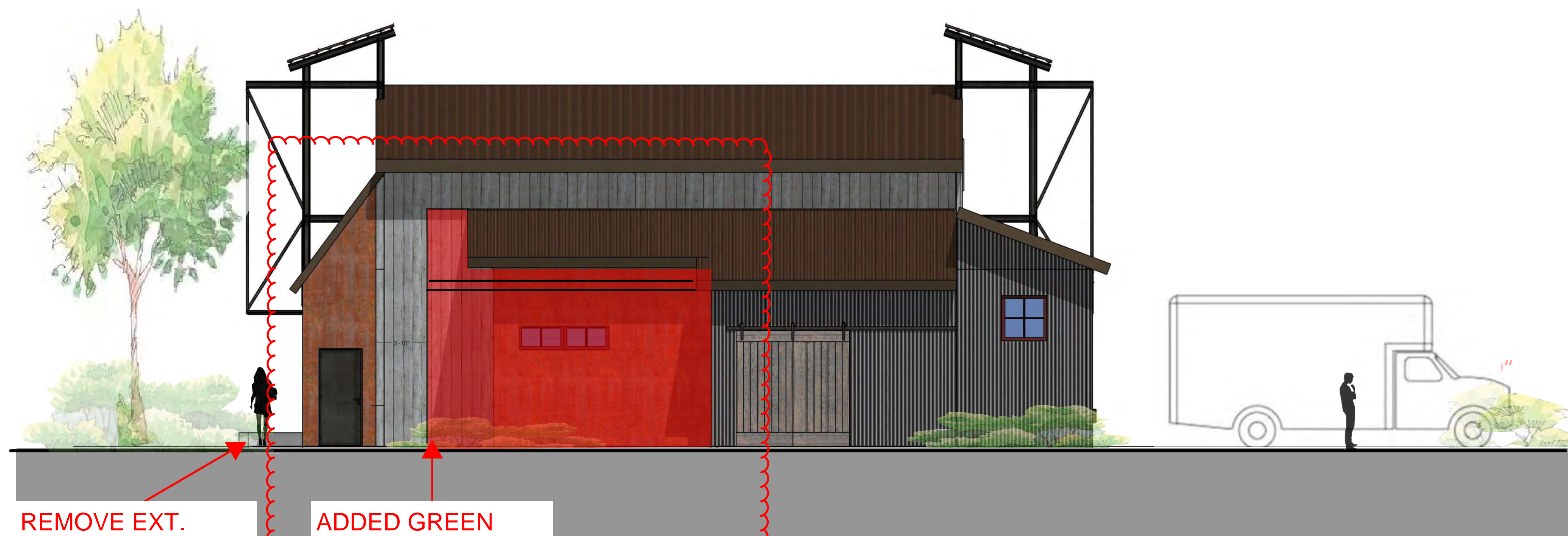


REMOVE EXT.
STAIR

ADDED GREEN
RMS. & RESTROOM
ROOM (ALT. 3 AS
STORAGE) PER
A202 ALT. 2 & 3

NORTH ELEVATION

2



REMOVE EXT.
STAIR

ADDED GREEN
RMS. & RESTROOM
ROOM (ALT. 3 AS
STORAGE) PER
A202 ALT. 2 & 3

WEST ELEVATION

1

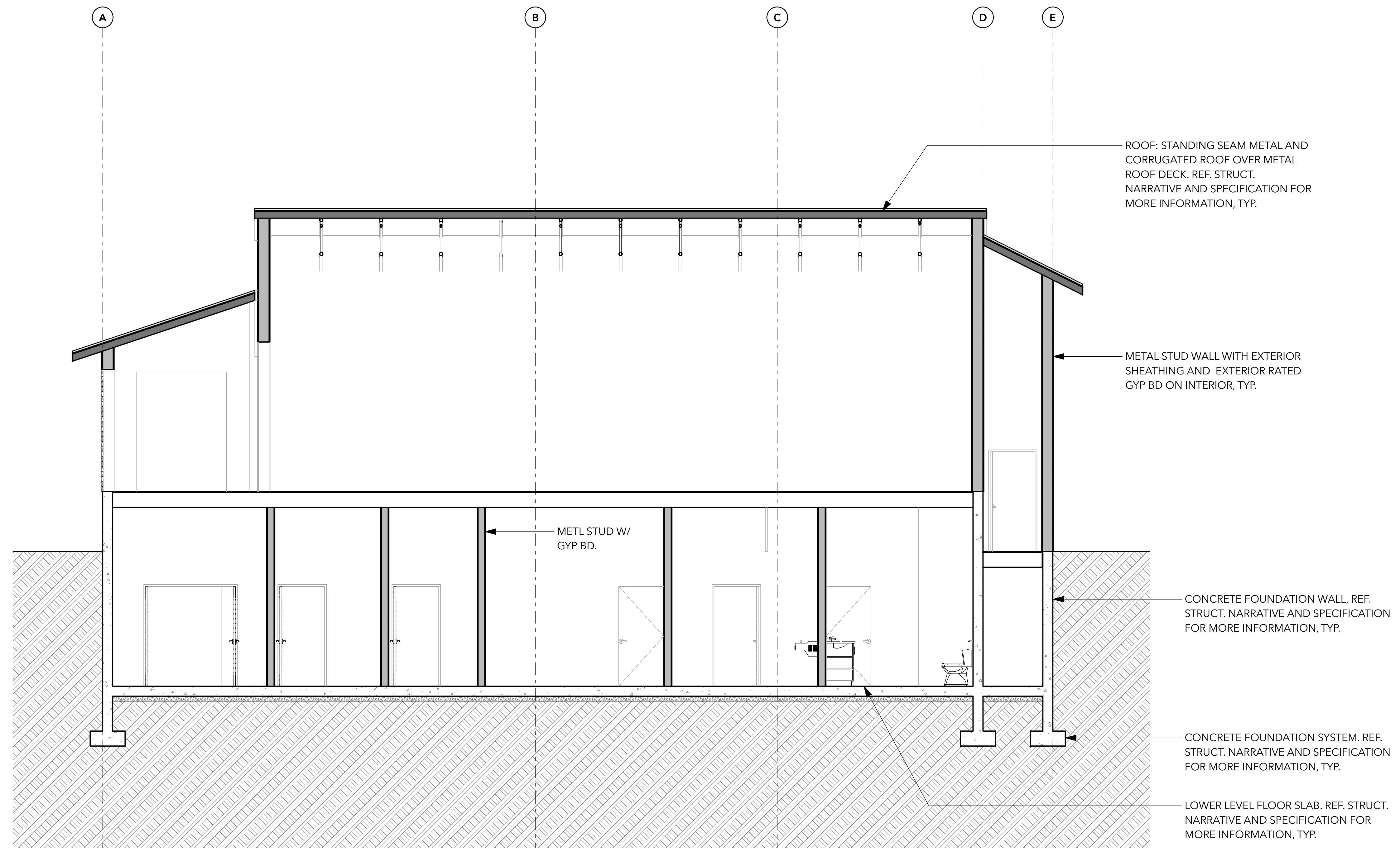
DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

ELEVATIONS

A302

ALT. 2 & 3

FELLIN PARK STAGE
 FELLIN PARK,
 OURAY, CO 81427

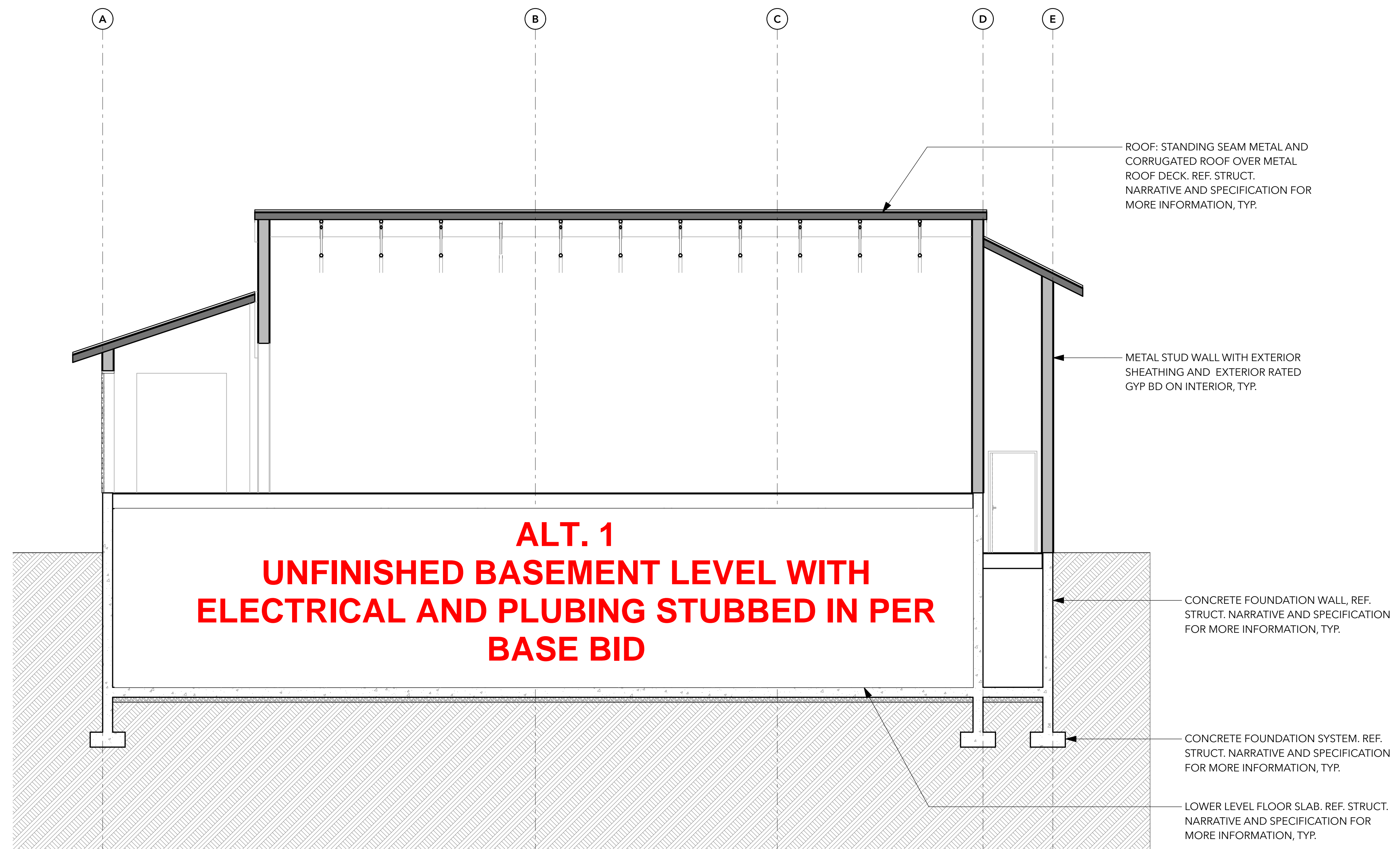


DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

SECTIONS

SECTION N-S
 SCALE: 1/4" = 1'-0"

A401
BASE BID

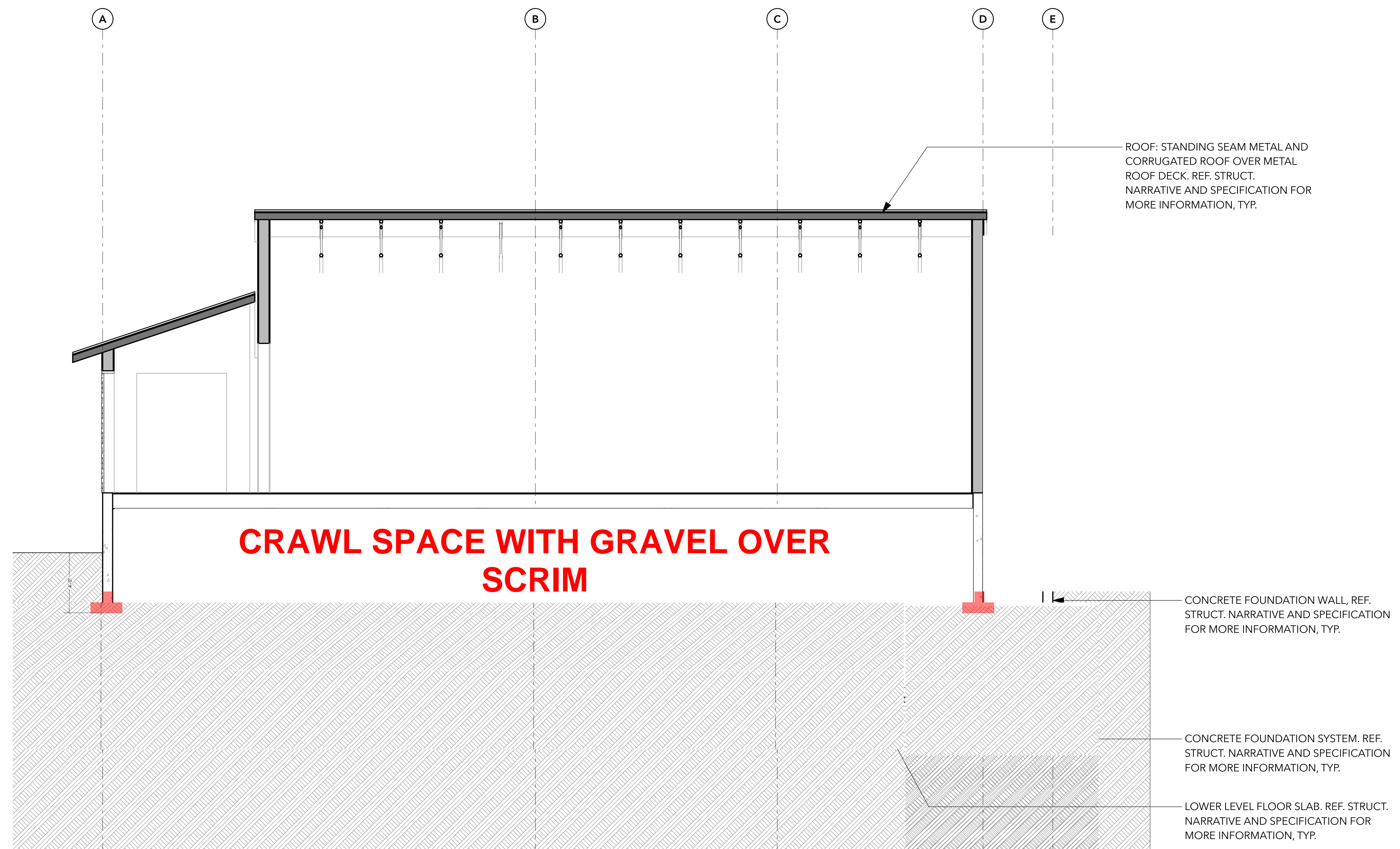


DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

SECTIONS

SECTION N-S 1
SCALE: 1/4" = 1'-0"

**A401
BASE BID**

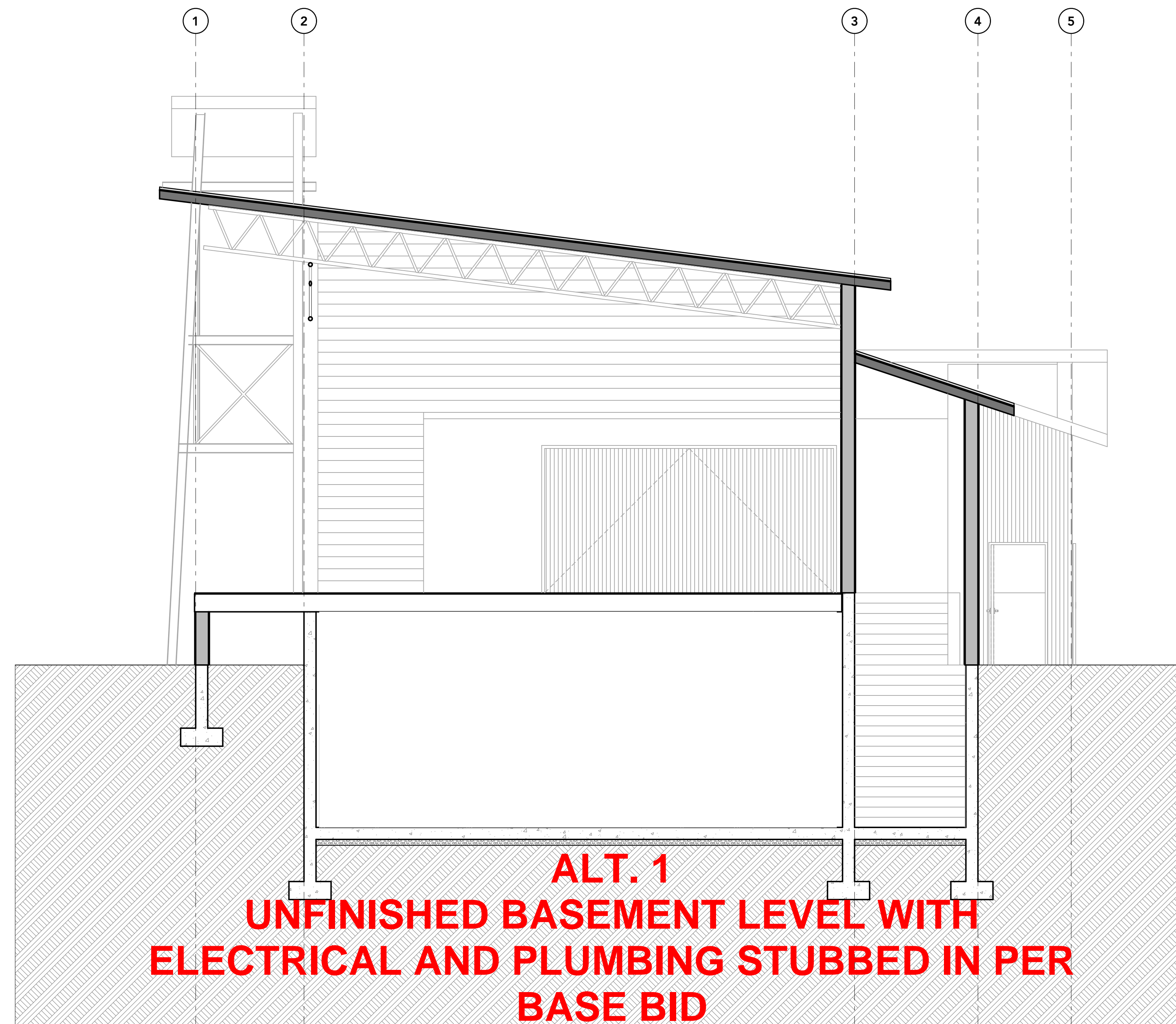


DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

SECTIONS

SECTION N-S 1
SCALE: 1/4" = 1'-0"

DOOR SCHEDULE															
DOOR ID	ED001	ED101	ED104	ED202	ED203	ID001	ID002	ID003	ID004	ID005	ID006	ID007	ID008	ID009	ID010
ELEVATION															
TYPE	Flush	Style 1	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush
DIMENSIONS	1x2	5x2	1x2	2x2	1x2	1x2	2x2	1x2	1x2	1x2	1x2	1x2	1x2	1x2	1x2
NOTES										MAIN LEVEL GREEN ROOMS			MAIN LEVEL RESTROOM		



FELLIN PARK STAGE

FELLIN PARK,
OURAY, CO 81427

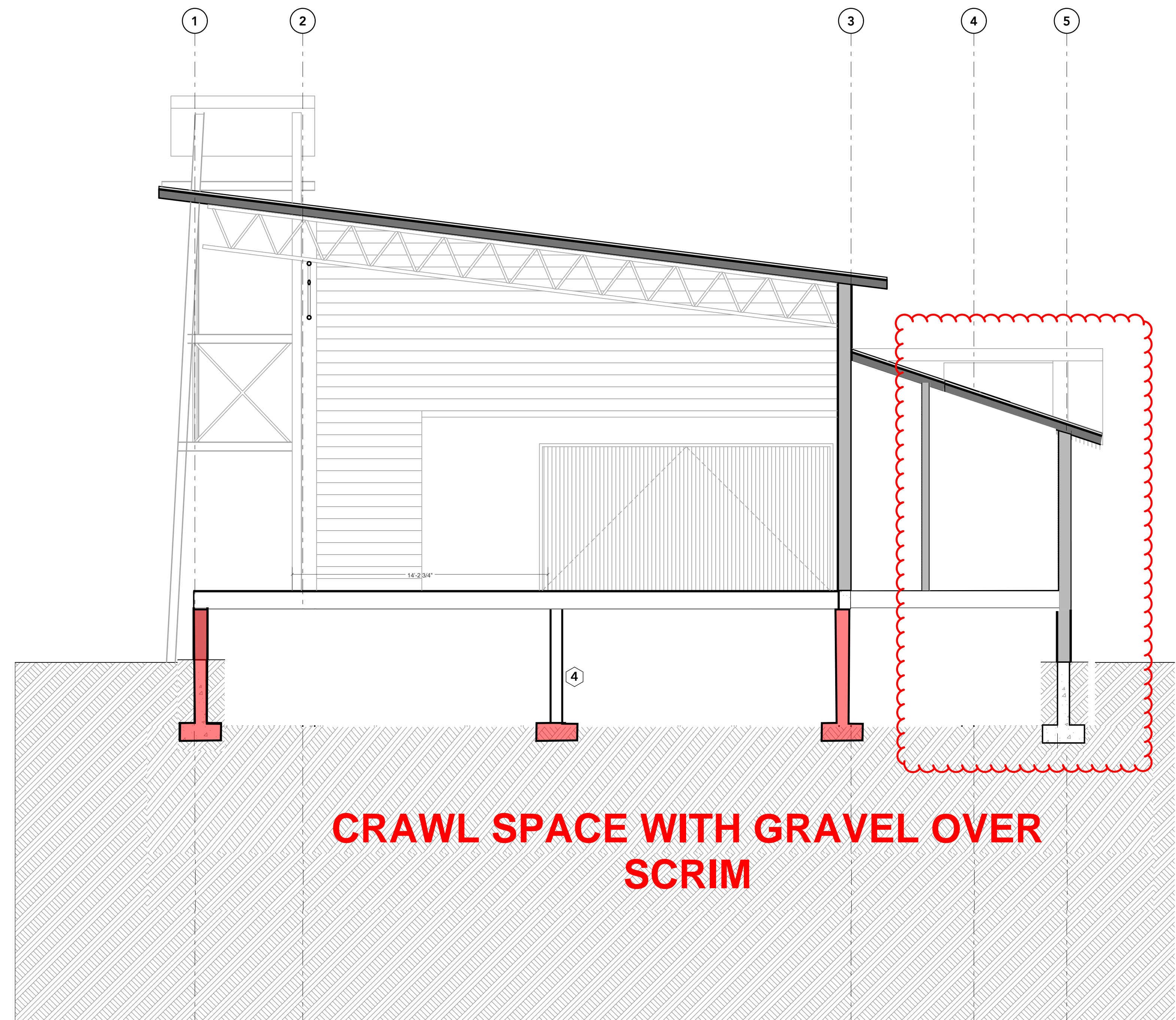
DATE 10/25/24
ISSUANCE SD PROGRESS
PRICING SET
03/30/25 PRICING ALTERNATE

SECTION & DOOR
SCHEDULE

SECTION E-W
SCALE: 1/4" = 1'-0" 1

A402
ALT. 1

DOOR SCHEDULE															
DOOR ID	ED001	ED101	ED104	ED202	ED203	ID001	ID002	ID003	ID004	ID005	ID006	ID007	ID008	ID009	ID010
ELEVATION															
TYPE	Flush	Style 1	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush	Flush
DIMENSIONS	1x2	5x2	1x2	2x2	1x2	1x2	2x2	1x2	1x2	1x2	1x2	1x2	1x2	1x2	1x2
NOTES															



FELLIN PARK STAGE

FELLIN PARK,
OURAY, CO 81427

DATE 10/25/24
ISSUANCE SD PROGRESS
PRICING SET
03/30/25 PRICING ALTERNATE

SECTION & DOOR
SCHEDULE

SECTION E-W
SCALE: 1/4" = 1'-0"

A402

ALT. 2 & 3

SPECIFICATIONS OUTLINE

TABLE OF CONTENTS

TABLE OF CONTENTS
DIVISION 2 – SITE WORK
DIVISION 3 – CONCRETE
DIVISION 4 – MASONRY
DIVISION 5 – METALS
DIVISION 6 – WOOD, PLASTICS & COMPOSITES
DIVISION 7 – THERMAL & MOISTURE PROTECTION
DIVISION 8 – DOORS, WINDOWS, AND GLASS
DIVISION 9 – FINISHES
DIVISION 10 – SPECIALTIES
DIVISION 11 – EQUIPMENT
DIVISION 12 – FURNISHINGS
DIVISION 13 – SPECIAL CONSTRUCTION
DIVISION 14 – CONVEYING SYSTEMS
DIVISION 15 – MECHANICAL
DIVISION 16 – ELECTRICAL

GENERAL DUTIES

Provide and pay for all materials, labor, taxes, water, tools, equipment, light, power and temporary facilities necessary for completion of the building and site.
Provide materials and labor unit prices for all parts of the work as subcontractors are retained.
Provide list of sub-contractors and detailed schedule for completion of building and site.
Conduct weekly meetings to monitor progress of the work and facilitate supervision and management of construction.
Provide submittals for all items described in Divisions 3 through 16 for architectural, owner and Owner consultant review and approval.
Review all shop drawings prior to submittal to design team for further review, modification and approval.
Provide samples as necessary to obtain required approvals of interior and exterior finish materials.

SAFETY

Contractors are responsible for compliance with all applicable safety requirements and OSHA regulations.

PAY REQUESTS: TBD

PERMITS AND FEEDS: TBD

TEMPORARY FACILITIES

Temporary utility services provided on site.
All staging will occur on site.
Erosion control and storm water diversion for site construction disturbed area, if required.

PROJECT CLOSE OUT

Complete punch list and provide to Architect for review and coordination
Complete all punch list items.
Deliver operational manuals to owner's staff for all building systems.
Provide owner with marked-up record drawings of as-built conditions.
Provide Owner with demonstration and training of operation of assemblies.

DIVISION 2 – SITE WORK

Reference Civil Narratives and Architectural Site Plan.

DIVISION 3 – CONCRETE

GENERAL

Comply with published standards for good practice, including:
Concrete Reinforcing Steel Institute "Manual of Standard Practice" and
ACI 318 "Building Code Requirements for Reinforced Concrete".

QUALITY ASSURANCE

Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 529 for testing indicated.
Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
ACI Publications: Comply with the following unless modified by requirements in the Contract Documents: ACI 301, "Specifications for Structural Concrete,"
ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
Concrete Testing Services: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
Preinstallation Conference: Conduct conference.

EXECUTION

Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

PRECAST CONCRETE STAIR TREADS

Provide manufactured open riser stair treads at exterior stairs, Stepstone Inc., or equals
APPLICABLE STANDARDS: American Society for Testing & Materials (ASTM) ASTM C33 - Standard Specification for Concrete Aggregates ASTM C39 -Concrete Compressive Strength ASTM C150 -Standard Specification for Portland Cement ASTM C642 - Water Absorption, Density, Voids in Hardened Concrete, ASTM C666 - Rapid Freeze/Thaw Resistance of Concrete ASTM C979 - Pigments for Integrally Colored Concrete ASTM C1028 -Coefficient of Friction.

DIVISION 4 – MASONRY

NOT USED

DIVISION 5 – METALS

GENERAL

STRUCTURAL STEEL: Refer to Structural Narrative.

ARCHITECTURAL AND ORNAMENTAL METALS

ALUMINUM
Extruded Bars and Shapes: ASTM B 221
Die and Hand Forgings: ASTM B 247
Castings: ASTM B 26/B 26M, Alloy A356.0-T6

STEEL AND IRON

Retain material types, qualities, and grades in this article that are indicated in the Specifications or on Drawings.
Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
Plates, Shapes, and Bars: ASTM A 36/A 36M.
Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M unless otherwise indicated.
Steel Sheet, Cold Rolled: ASTM A 1008/A 1008M, either commercial steel or structural steel, exposed.

INSTALLATION

Provide anchorage devices and fasteners where needed to secure decorative metal to in-place construction.
Set products accurately in location, alignment, and elevation, measured from established lines and levels.

INTERIOR

INTERIOR STAIR HANDRAILS: 1-1/2" ROUND Metal Handrails:
1. Standard Steel Pipe, Architectural Handrail Grade, of diameter and sizes indicated. Exterior metal handrails shall be hot-dip galvanized. Provide terminal safety returns for all stair handrails. Handrail brackets shall be hot-dip galvanized malleable iron, manufactured for the purpose, for anchorage to concrete walls. Include all fittings and components, sleeves, hardware, backing plates, and accessories as required for complete and finished handrail installations.
2. Steel Pipe: Pipe for railings, pipe supports, and pipe sleeves shall be seamless steel pipe, conforming to ASTM A53/A53M, Type S, Grade A, of diameters and sizes indicated. Special instructions shall be given the pipe manufacturer to provide Architectural Handrail Grade pipe.
3. Plate: Steel plate for anchor plates shall be standard steel plate, conforming to ASTM A36/A36M, weldable quality.

ANCHORS, FASTENERS, AND ACCESSORIES: Provide all required anchors, fasteners, miscellaneous components, and accessories as required for complete and finished railing installations. Bolts and studs, nuts, and washers shall conform with ASTM A307, A449, and A563, as applicable, and shall be galvanized in accordance with ASTM A153/A153M.
Expansion Bolts: Where anchors are not included in the concrete construction, provide hot-dip galvanized expansion type anchors with matching hot-dip galvanized steel bolts or studs with nuts, of sizes as indicated or required. Provide washers under all bolt heads and nuts. Expansion bolts require approval of the Engineer before they may be installed in post-tensioned slabs. Expansion bolts will not be permitted for use on concrete curbs or along the edge of concrete or a concrete joint.

FINISH

Ferrous metal railings and related items on the exterior/ interior of the building, or as otherwise indicated, shall be galvanized, after fabrication, by the hot-dip process in accordance with ASTM A123/A123M and ASTM A385/A385M. Weight of zinc coating shall conform with requirements specified under "Weight of Coating" in ASTM A123/A123M.
Safeguarding against steel embrittlement shall conform with applicable requirements of ASTM A143/ A143M.
Safeguarding against warpage and distortion of steel members shall conform with applicable requirements of ASTM A384/A384M.
Shop galvanized metalwork necessitating field welding which in any manner removes original galvanizing shall be restored by galvanizing repair in accordance with ASTM A780/A780M.
Bolts and screws for attachment of galvanized items shall be galvanized in accordance with ASTM A153/ A153M, or of compatible, non-corrodable material.

Install metal handrails and railings as indicated and in accordance with the approved Shop Drawings, using workers skilled and experienced in the installation of the type of work involved. Conform with the installation requirements of NAAMM's Pipe Railing Systems Manual, as applicable.

DIVISION 6 – WOOD, PLASTICS & COMPOSITES

GENERAL

ROUGH CARPENTRY

Rough carpentry and blocking to include normal construction detailing for support and load distribution. Applications include edge blocking at penetrations and material transitions. Wood in contact with concrete and less than 6 inches from finished grade shall be pressure treated, cut PT wood to be treated at exposed grain.

Framing with dimensional lumber.
Framing with engineered wood products.
Shear wall panels.
Rooftop equipment bases and support curbs.
Wood blocking, cants, and nailers.
Wood furring and grounds.
Wood sleepers.
Plywood backing panels.

Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSG Board of Review. Provide lumber graded by an agency certified by the ALSG Board of Review to inspect and grade lumber under the rules indicated. Provide dressed lumber, S4S, unless otherwise indicated.

FINISH CARPENTRY

DIVISION 7 – THERMAL & MOISTURE PROTECTION

GENERAL

Provide a thoroughly insulated and water-tight structure where all exterior surfaces are permanently sealed against heat transfer and air/water penetration. Utilize only proven systems with an established record of successful long-term performance. Scope of work includes foundation insulation, wall and roof insulation, water proofing, roof membrane, metal roofing, damp proofing, flashing, roof accessories, joint sealers, rainscreen cladding system, and exterior Portland Cement stucco system
Moisture control and preventive measure to comply with ICC 2012 Section 507. Inspections to comply with Section 902 and 903 and per table 903.1.
Intersections and edges of all vertical and horizontal exterior surfaces will be flashed to prevent penetration of water.
Joint sealers, caulking and backer rod to be applied where necessary to maintain a water-tight building envelope. Employ color-matched sealants in areas exposed to public view.
All insulation to be formaldehyde free.
STC ratings between all units to be STC 56 min.
Exterior walls to have R-19 minimum cavity wall assembly for sound isolation. Mineral fiber batts. Class III Vapor barrier to be used at mineral fiber batt locations.
Cutters and downspouts per description below.

ROOFING

MAIN STAGE ROOF: slope: 1.5 in 12
BASIS OF DESIGN: P, G, CLAD Tilt-Lo. Substitutions to be approved by architect.
Warranty: Provide weather-tightness warranty. 30-year-non-prorated finish warranty
Minimum 30% recycled content
UL-580 Class 90 rated up to 18" O.C., UL-1897 wind uplift, UL-790 Class A fire rated, UL-263 fire

Tear Resistance ASTM D1922-00 (g) MD >3200 CD > 3200
Rupture Resistance ASTM D3462-.02 87
Bench Puncture ICC AC-08 Pass
Long Term Sag ICC AC-08 Pass
Liquid Water Transmission ASTM D4869-02 Pass
Ultra Violet Aging ICC AC 207 Pass Accelerated Aging ICC AC 207

ASTM E1592 tested, ASTM E331/1646 tested, ASTM E283/1680 tested

Applicable standards

- AISC 360, Specification for Structural Steel Buildings, American Institute of Steel Construction, Chicago, IL, 2010.
- AISI D111, Design Guide for Cold-Formed Steel Purlin Roof Framing Systems, American Iron and Steel Institute, Washington, D.C., 2009.
- AISI S100, North American Specification for the Design of Cold-Formed Steel Structural Members, Washington, D.C., 2007, with Supplement 1, dated 2010.
- ADM1, Aluminum Design Manual, Aluminum Association, Arlington, VA, 2010.
- ASTM A853, Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process, American Society for Testing and Materials, West Conshohocken, PA, 2008.
- ASTM A792, Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process, American Society for Testing and Materials, West Conshohocken, PA, 2008.
- ASTM E1514, Standard Specification for Structural Standing Seam Steel Roof Panel Systems, American Society for Testing and Materials, West Conshohocken, PA, 1998/2003.
- ASTM E1592, Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference, American Society for Testing and Materials, West Conshohocken, PA, 2005.
- ASTM E1646, Standard Test Method for Water Penetration

Weatherlight Performance Warranty: Manufacturer's standard warranty in which the manufacturer agrees to repair or replace metal roof panel assemblies that fail to remain weather tight within a specified warranty period. 20 Year Warranty

TRIMS AND FLASHING: Material, metal thickness, and finish to match panels. Profiles indicated in Drawings.
Provide manufacturer's standard accessories and other items essential to completeness of standing seam roof installation.

UNDERLAYMENT: Grace MetShield
• ASTM D 226, Type II • ICC-ES AC 207 • CSA A 123.3 • ASTM E 108 / UL790 Assembly – Class A • CSA A 220.1

Underlayment Performance Properties
Tensile Strength ASTM D146-04 (lb/in) MD113 CD100
Tear Resistance ASTM D1922-00 (g) MD >3200 CD > 3200
Rupture Resistance ASTM D3462-.02 87
Bench Puncture ICC AC-08 Pass
Long Term Sag ICC AC-08 Pass
Liquid Water Transmission ASTM D4869-02 Pass
Ultra Violet Aging ICC AC 207 Pass Accelerated Aging ICC AC 207

WEATHER BARRIER AT EXTERIOR WALLS

Membrane: Carlisle Henry WEATHERSMART or equals

METAL WALL PANELS- EXTERIOR –
Rusted Flat-Lock panels: 24 GA. Natural steel sheet

Corrugated Siding: Western States 7/8" 24 GA. Corrugated Metal Roofing and Siding. Color as selected by Architect for Manuf. Standards

SNOW BRACKETS for winter maintenance access: by Rocky Mountain Snowguards, 2 bar heavy duty H-clamp S-5, provide snow fencing at the loading dock roof and the rear west roof over the barn door.

GUTTER AND DOWNSPOUT – At snow fence locations w/ heat tape.

All flashings in metal locations will match the finish of associated metal. Steel flashing shall be galvanized steel of 24 gauge minimum or corrosion-resistant proprietary flashing not less than 0.019-inch thickness.

SOFFITS to be rough sawn wood panels, 4x8, clear finished.

INSULATION

See drawings and Appendix for R-values.

SPRAYFOAM CLOSED CELL INSULATION

FOAM PLASTIC BOARD INSULATION
Molded-Polystyrene Board Insulation: ASTM C 578, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.
Extruded-Polystyrene Board Insulation: ASTM C 578, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84

Underslab: W.R. Meadows PERMINATOR 15 or equals

WATERPROOFING

Walls: Tremproof 250GC. Polymer-enhanced asphalt liquid-applied membrane and
ASTM E-96, ASTM D-412, ASTM C-836, ASTM E-154, ASTM D-3273, ASTM D-3274
WARM-N-DRIL R-8 2-3/8" Foundation Board or Equal

SOUND BATT INSULATION: All lower level wall Owens Corning.

ACOUSTICAL JOINT SEALANT:
ASTM C639 Standard Test Method for Rheological (Flow) Properties of Elastomeric Sealants.
ASTM C681 Standard Test Method for Volatility of Oil- and Resin-Based, Knife-Grade, Channel Glazing Compounds.
ASTM D750 Standard Test Method for Rubber Deterioration in Carbon-Arc Weathering Apparatus. D.
ASTM D925 Standard Test Methods for Rubber Property-Staining of Surfaces (Contact, Migration, and Diffusion). ASTM D2202 Standard Test Method for Slump of Sealants

Quality Assurance 1. Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size and complexity.

BlockAid OSI Pro-Series SC175 Acoustical Sound Sealant (or equals)

Apply a full 3/8" bead of Sealant per Drawings and seal openings where wall meets the ceiling, floor and adjoining walls, to the perimeter of all cut-outs including those for outlet boxes, pipes, conduit, vents, etc. and to the joints between panels.

SPECIFICATIONS OUTLINE

DIVISION 8 – DOORS, WINDOWS, AND GLASS

Scope of work includes standard door types, frames, hardware, weather stripping and hardware.

STANDARD HOLLOW METAL DOORS A. General: Provide doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8.

Design: Flush panel.

Core Construction: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core. **Thermal-Rated (Insulated) Doors** at exterior; provide doors fabricated with thermal-resistance value (R-value) of not less than 2.4 deg F x h x sq. ft./Btu when tested according to ASTM C 1363. 1) **Locations:** Exterior doors.

Vertical Edges for Single-Acting Doors: Beveled edge, a. Beveled Edge: 1/8 inch in 2 inches. 4. **Top and Bottom Edges:** Closed with flush or inverted 0.042-inch- thick, end closures or channels of same material as face sheets. 5. **Tolerances:** Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames." Hollow Metal Doors and Frames 4 Sample Healthcare Specification

Exterior Doors: Face sheets fabricated from metallic-coated steel sheet. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level: 1. Level 3 and Physical Performance Level A (Extra Heavy Duty), Model 2 (Seamless).

Interior Doors: Face sheets fabricated from cold-rolled steel sheet. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level: 1. Level 2 and Physical Performance Level B (Heavy Duty), Model 2 (Seamless). D. **Hardware Reinforcement:** Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets. E. Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet.

Hardware: Schlage Style Lever set or equals, brushed chrome. Bedroom and bathrooms to have privacy locks. All other to be passage. Provide interior doors of ADA unit with level style handle.

Hardware: Schlage Plymouth Style Bell Knob, Keyed, brushed chrome. All storage closets doors to be keyed with corresponding unit entry doors. Provide exterior doors of ADA units with level style handle.

DIVISION 9 – FINESHS

GENERAL

All paints to be no VOC, eggshell, one interior color, Ben Moore Interior Latex: color TBD
5/8" sheetrock throughout w/ light knockdown texture and square corners: Level 3 Finish
Water resistant gypsum wall board at wet locations

STAGE INTERIOR WALL: Provide 1x4 wood slat with 1/2" gap over 1" CFAB cellulose panels by Acoustical Surfaces Inc.

Tubs to have shower /tub insert surrounds

All paints to be no VOC, eggshell, one interior color, Ben Moore Interior Latex: color TBD

FLOORS:

Lower level greenrooms: MOHAWK Discovery Ridge Core Vinyl Plank, color as selected by architect from manuf. Standards. All casings and floor base 1x6 paint grade solid wood square edge .

Exposed concrete floors in: IT room, Mech Rm, Storage/ Utility, and Cooridors.

Base: Johnsonite Rubber Base 4" square base.

Bathrooms: DAL TILE Koncrete KO04Gray 12x12 GENERAL or equals.

Base: 6" Tile Base

DIVISION 10 – SPECIALTIES

Each bathroom to have towel bar (18"), towel ring, TP holder, robe hook; and face mount mirrored. All to be Brush nickel finish.

DIVISION 11 – EQUIPMENT

NOT USED

DIVISION 12 – FURNISHINGS

NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 – CONVEYING SYSTEMS

LIFT: Nationwode Lifts, Apex Hydro or equals, ADA.

Requires a 3" pit or ramp.

Capacity of 1000 lbs

Standard cab size is 36" w x 54" d. Custom sizes up to 18 sq ft available

Travel speed is approx. 20 ft per min.

Travels up to 14 ft.

DIVISION 15 – MECHANICAL

PLUMBING FIXTURES (Proflo noted, American Standard and Sterling equals)

ALL FUACETS TO BE DELTA.

All shower heads, bathroom and kitchen faucents to a flow no greater that 2.0gmp.

Toilet: Proflo PFCT101HEWH

Tub: ProFlo PFB14R with Surround or Equal

Vanity Sink: American Standard Decorum Wall Hung

Tub/ Shower Faucet: Delta T13420 Classic 13 series or equals

Vanity Faucet: Delta Foundations 4 in. Single Handle or equals

Drinking Fountain: Elkay ezH2O Vandal-Resistant Bottle Filling Station & Single Cooler, Non-Filtered

Non-Refrigerated Stainless, Model EZSDWSLK.

DIVISION 16 – ELECTRICAL

Units to be metered per civil and electrical drawings and coordinated with Town of Telluride Housing Committee.

METERING

Refer to civil

HEAT TAPE

See specifications per Division 7

FELLIN PARK STAGE
FELLIN PARK,
OURAY, CO 81427

DATE	ISSUANCE
10/25/24	SD PROGRESS PRICING SET
03/30/25	PRICING ALTERNATE

SPECIFICATIONS

SPEC 2

SCHEMATIC DESIGN PROJECTED COST SUMMARY

TO: **Fellen Park Stage**
Joe Brown
320 6th Ave, Ouray, CO
81427 970-325-7211

DATE: March 21, 2025

PROJECT NAME: FELLEN PARK STAGE
PROJECT LOCATION: OURAY, CO
PROJECT TYPE: Public

STAGE GROSS SQUARE FEET: 4,780: w/o Basement:

SHAW CONSTRUCTION PRELIMINARY SD CONSTRUCTION COST - SEE ATTACHED PRICING DOCUMENTS.

BASE BID:	\$3,567,949.00
ALTERNATE 1 (UNFINISHED LOWER LEVEL)	\$3,131,548.00
ALTERNATE 2 (NO BASEMENT W/ GREEN RM./ RESTROOM UPPER):	\$2,647,053.00
ALTERNATE 3 (NO BASEMENT W/ GREEN RM./ NO RESTROOM UPPER)	\$2,624,732.00




ARCHITECTURAL AND ENGINEERING FEES

CIVIL	\$12,940.00
STRUCT.	\$12,511.00
MEP.	\$ 9,500.00
A/V.	\$20,000.00 (PROPOSED BUDGET)
	(\$54,951.00) CONSULTANT SUB TOTAL
ARCH.	\$60,000.00

\$114,951.00 TOTAL APPROX 3.28%

There will be some reductions depending on which alternative is to move forward.



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VISITOR CENTER

March

- Linda completed a spring business closure list
- Staff prepared maps, visitor guides, to-do brochures, business partner page info and more to bring around to businesses
- Staff picked out new paint colors for visitor center and discussed changes
- Staff cleared out gift shop, stock room and general areas for remodeling
- Vanessa help with website updates
- Mary deep-cleaned interior
- Staff glazed their pottery from the November Funtivity
- Staff watched Steel Magnolias for the March Funtivity
- Loren updated the events page through June
- Mary organized the stock room and staff bathroom
- Staff brought all necessary supplies to City Hall during remodel closure





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VISIT OURAY

Website

- Revamped our Home page
- Revamped the Visitor Center page
- Revamped the Ghost Town page
- Revamped the Ice Climbing page
- Revamped the Mining page
- Revamped the Jeeping/ OHV page
- Revamped the Ouray Via Ferrata page
- Revamped the Waterfall page
- Revamped the Wildflower page
- Revamped the Do Ouray Right page
- Working with John on fixing the Winter page and the Stay Two Nights, Get Third Night Free promotion
- Revamped the Hiking page
- Revamped the Scenic Drives page
- Revamped the Meeting Spaces page
- Revamped Visitor Guides page
- Revamped the Weddings page
- Revamped the Accessibility Statement page
- Revamped the Contact Us page
- Revamped the Avalanche page
- Revamped our Winter Promotion page for lodgers
- Reviewed and provided updates to the CityofOuray.com pages for LOT, Tourism, and Tourism Advisory Committee
- Revamped the Rock Climbing page
- Added a blog post "Three Hidden Gems You'll Find in Ouray, Colorado"
- Added a blog post "UpstART Theater & The Wright Opera House Present: HOLD ON TO YOUR BUTTS!"
- Added Virtual Reality link to our homepage that Mark Knight built

Do Ouray Right




- Sent a meeting invite for the new Ouray Outdoor Recreation Working Group

Newsletters

- Tourism Newsletter
- Local Tourism Newsletter





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VISIT OURAY

Media

- Worked with a writer who did a small blog about winter weddings in Ouray. That is now published on our blog page
- Designed two leaderboard ads for [Colorado.com](https://www.colorado.com)
- Designed four native ads for [Colorado.com](https://www.colorado.com)
- Confirmed dates for The Face of America Magazine Editor and Photographer
- Purchased flights and arranged itinerary for The Face of America magazine editor and photographer
- Received the completed Hot Springs Loop video that we filmed fall of 2024. This video showcases Twin Peaks Lodge and Hot Springs, Wiesbaden Lodge Hot Springs and Vapor Caves, The Outlaw, Gold Belt Bar and Grill, and the Ouray Hot Springs.
- Working with Brand USA to allow them to add Ouray videos to their brand TV Channel
- Worked with Autumn to create a SMS Text Message system through Constant Contact
- Met with an Amazon Ads rep to ensure optimal results for our advertising campaign

Social Media




- Spring Break Google Ad Campaign
- Spring Break Youtube Campaign
- Spring Break Meta Campaign
- Sent out results to all Ouray partners that hosted Sarah Korus in December
- Sent out results to all Ouray partners that hosted Jade Sharrer in January
- Created a Facebook Group "Ouray, Co Business Bulletin" to help try to create a space for instant sharing of information for business to business

Business Assistance

- UpstART
- Beaumont Hotel
- Helped the Ouray Hot Springs with Easter Egg and Duck Hunt poster
- Hot Springs Inn





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VISIT OURAY

Tourism Advisory Committee

- Cancelled the April meeting
- Introduced Chief Harvey and Michelle Metteer
- Agree with sharing costs for the shared calendar with Ouray County and Ridgway
- Looking for a way to promote things happening "today" or that are instantaneous for all businesses to have access to
- Sent out email to share Tourism Stakeholder Survey and Resident Sentiment

OEDC:

- Created the 2025 Scoring Rubric for the OEDC Micro-Grant Applicants
- Inputted all scoring results to the rubric for discussion
- Called the 10 award recipients
- Created all award notifications and mailed them out
- Continue to send check requests as the W9 forms are turned in
- Created all the check request forms for the awardees

Visitor Center




- KEO Building Needs Assessment
- Attended the Welcome Center Partnership Program Webinar
- Will be closing 4/3 - 5/1 for remodel
- Staff is packing and working on messaging while we will be closed

Destination Learning Lab - Ouray Concierge Certified

- Colorado Tourism Office has a goal of it being back up before Memorial Day





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VISIT OURAY

Non-Project Based Updates

- Attended the CCMLA Women's Day Luncheon
- Met with Lighthouse to discuss potential program for international data collection
- Meet with the [Colorado.com](https://www.colorado.com) Quarterly Task Force Meeting for their website development
- Attended the Main Streets Committee Meeting
- Helped generate a social calendar for the Main Streets Committee
- Met with Placer.AI
- Met with regional partners to discuss the opportunity for a collaborative event calendar to share
- Booked flight to Chicago for the IPW conference
- Created the 2025-2026 Stay Two Night, Get Third Night Free MOU for lodgers to sign
- Started to disperse the 2025-2026 Winter Promotion campaign to lodgers to sign up for next year so we can start promoting during our summer seasons
- Reviewed and gave feedback for the Tourism Stakeholder Survey that will be released in the next month
- Created the two homework assignments for the Part Time Marketing Position Interview
- Reviewed and gave feedback for the Resident Stakeholder Survey that will be released in the next month
- Created the meeting for the Ouray Outdoor Land Managers Group (May 7, 2025)
- Attended the staff CORA Training
- Met with Mindtrip for AI abilities for 2026
- Met with TFN (Travel Founders Network) to discuss partnerships
- Created a flyer for the Visitor Profile Survey and shared that with TAC



Submit to Local Licensing Authority



Fees Due	
Annual Renewal Application Fee	\$ 125
Renewal Fee	
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 License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

* Note that the Division will not accept cash

Paid by check


Paid online

Uploaded to
 Movelt on

Date
 3-21-25

Licensee Name Full Hit Saloon, LLC		Doing Business As Name (DBA) Full Hit Saloon	
Liquor License # 03-13244	License Type Hotel & Restaurant		
Sales Tax License Number 810-4570280 33036827-0000	Expiration Date 4-19-25	Due Date 4-19-25	
Business Address 726 Main St, Ouray, Co, 81427			Phone Number 303-330-6763
Mailing Address P.O. Box 1116, Ouray, Co, 81427		Email	
Operating Manager Crysta Orr	Date of Birth XXXXXX	Home Address 726 Main St, Ouray, Co, 81427	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 3-1-28			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. 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			
4b. 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			
5. 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			

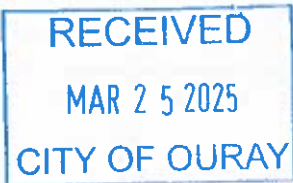
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. 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
8. 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

Affirmation & Consent	
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business	Title
Crysta Orr	Owner
Signature	Date
	3-21-25
Report & Approval of City or County Licensing Authority	
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.	
Therefore this application is approved.	
Local Licensing Authority For	Date
Signature	Title
	Attest

DR 8400 (02/16/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

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



Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
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 License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check

Uploaded to Movelt on Date

Paid Online

Licensee Name

ALPENGLOW PROPERTIES OURAY INC

Doing Business As Name (DBA)

TWIN PEAKS LODGE & HOT SPRINGS

Liquor License Number

28-36861-0002

License Type

Hotel & Restaurant (city)

Sales Tax License Number

28368610002

Expiration Date

06/02/2025

Due Date

04/18/2025

Business Address

Street Address

125 THIRD AVENUE

Phone Number

9703254427

City, State, ZIP Code

Ouray CO 81427

Mailing Address

Street Address

PO BOX 955

City, State, ZIP Code

Ouray CO 81427-0955

Email

Rhein95@gmail.com

Operating Manager

Ryan Heon

Date of Birth

1/21/1976

Home Address

Street Address

Phone Number

125 3rd Ave

970-318-8932

City

State

ZIP Code

Duray

CO

81427

1. Do you have legal possession of the premises at the street address?..... Yes No
- Are the premises owned or rented? Owned Rented*
- *If rented, expiration date of lease
-

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No
- If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

5. 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)?..... Yes No

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.

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 convicted of a crime? Yes No

If yes, attach a detailed explanation.

7. 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? Yes No

If yes, attach a detailed explanation.

8. 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? Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Ryan Hein

Title
Owner

Signature
Date (MM/DD/YY)

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title Attest

Signature Date (MM/DD/YY)



March 25, 2025

To the City Council and management
City of Ouray, Colorado
P.O. Box 468
Ouray, Colorado 81427

We are pleased to confirm our understanding of the services we are to provide for the City of Ouray, Colorado for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Ouray, Colorado as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Ouray, Colorado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Ouray, Colorado's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison information for major governmental funds
- 3) Schedule of changes in net pension liability/asset
- 4) Schedule of contributions to pension fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Ouray, Colorado's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining statements for non-major governmental funds
- 3) Budgetary comparison information for non-major governmental funds
- 4) Budgetary comparison information for enterprise funds
- 5) Local Highway Finance Report

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Certified Public Accountants

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ouray, Colorado's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Ouray, Colorado's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Ouray, Colorado's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Ouray, Colorado in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements;

and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information.

You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the city; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Blair and Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Blair and Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agencies or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Pete Blair is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$20,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of Ouray, Colorado. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Ouray, Colorado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Blair and Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Ouray, Colorado.

Management signature: _____ Governance signature: _____

Title: City Administrator Title: Mayor

Date: _____ Date: _____



Michelle Metteer <mmetteer@cityofouray.com>

Answer to Prototype question by council

George Lim <george@tangramdesignllc.com>

Tue, Mar 25, 2025 at 10:05 AM

To: Michelle Metteer <mmetteer@cityofouray.com>, Kailey Rhoten <krhoten@cityofouray.com>

Cc: Matthew DeLade <matthew@tangramdesignllc.com>

Michelle,

Per your request last week, please see below for a quick explanation of why the Ouray prototypes are needed for Council.

- The aluminum tube prototypes for the Ouray project are being developed to ensure that the chosen materials and fabrication processes, as indicated in the shop drawings, meet all structural and engineering requirements. Since a square aluminum tube is being water-jet cut on all four sides, these prototypes will allow us to evaluate the tube's structural integrity after the cutting process.

In addition to assessing the structural performance, we will also evaluate the quality and precision of the water-jet cutting, specifically how it renders the Ouray logo and tribal elements on the tubes.

Prototypes are a standard part of the fabrication process and are especially important during the first phase of a signage project. Please contact Matthew for anyThis testing helps identify and resolve any issues with the fabrication process and materials. Once the prototypes are approved, it will help streamline and finalize the process for the remaining phases of the project.

I am also copying Matthew Delade, Tangram Partner and Construction Administration Director, on this communications. Please contact Matthew for any further questions on issues like this as well as copying me on the discussions.

Regards,

**GEORGE LIM**

Owner | SEGD Past Board Member

Tangram Design, LLC | 878 Santa Fe Drive Unit 1 | Denver, Colorado 80204 USA | 303-777-8878george@tangramdesignllc.com

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(Property with No Residences)
(Property with Residences-Residential Addendum Attached)**

Date: March 19, 2025

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. CITY OF OURAY (Buyer) will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other** _____.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. RICHARD A LANE & MARY V LANE 1988 TRUST, dated December 9, 1988 (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Ouray, Colorado (insert legal description):

Lot 2, Greenhouse Subdivision, according to the plat recorded at Reception No. 122978, City of Ouray, State of Colorado.

known as: 333 6th Avenue Ouray CO 81427
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: **Solar Panels** **Water Softeners** **Security Systems** **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

54 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
55 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
56 encumbrances, except:
57
58
59
60

61 Buyer **Will** **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.
62 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive
63 such approval this Contract terminates.
64

65 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
66 applicable legal instrument.

67 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
68 _____; and the use or ownership of the following storage facilities: _____.

69 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

70 **2.5.7. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:
71
72
73

74 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
75 property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal
76 instrument.

77 **2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
78 at Closing (Leased Items):
79
80
81
82

83 Buyer **Will** **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
84 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
85 receive such approval this Contract terminates.
86

87 **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
88 of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity
89 (Solar Power Plan) that will remain in effect after Closing. Buyer **Will** **Will Not** assume Seller's obligations under such Solar
90 Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party
91 before Closing. If Buyer does not receive such approval this Contract terminates.
92

93 **2.6. Exclusions.** The following items are excluded (Exclusions):
94
95
96

97 **2.7. Water Rights/Well Rights.**

98 **2.7.1. Deeded Water Rights.** The following legally described water rights:
99
100
101

102 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

103 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and
104 2.7.4., will be transferred to Buyer at Closing:
105
106
107
108

109 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
110 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
111 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
112 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a

113 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 114 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 115 _____.

116 **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:
 117
 118
 119

120 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
 121 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 122 legal instrument at Closing.

123 **2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory
 124 to Buyer on or before the **Water Rights Examination Deadline**.

125 **3. DATES, DEADLINES AND APPLICABILITY.**

126 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	6:00 p.m. MDT
2	§ 4	Alternative Earnest Money Deadline	MEC + 3 days
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	MEC + 7 days
4	§ 8	Record Title Objection Deadline	MEC + 10 days
5	§ 8	Off-Record Title Deadline	MEC + 7 days
6	§ 8	Off-Record Title Objection Deadline	MEC + 10 days
7	§ 8	Title Resolution Deadline	MEC + 14 days
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	MEC + 7 days
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	MEC + 14 days
31	§ 10	Inspection Objection Deadline	MEC + 10 days
32	§ 10	Inspection Resolution Deadline	MEC + 14 days
33	§ 10	Property Insurance Termination Deadline	

34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	MEC + 30 days
44	§ 17	Possession Date	Closing
45	§ 17	Possession Time	Closing
46	§ 27	Acceptance Deadline Date	March 20, 2025
47	§ 27	Acceptance Deadline Time	6:00 p.m. MDT

127 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
128 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
129 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
130 “None”, such provision means that “None” applies.

131 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
132 abbreviation “N/A” as used in this Contract means not applicable.

133 **3.3. Day; Computation of Period of Days; Deadlines.**

134 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
135 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
136 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
137 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
138 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

139 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
140 ending date is not specified, the first day is excluded and the last day is included.

141 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
142 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
143 the deadline will not be extended.

144 **4. PURCHASE PRICE AND TERMS.**

145 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 675,000.00	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$5,000.00
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$670,000.00
10		TOTAL	\$675,000.00	\$675,000.00

146 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$_____ (Seller Concession). The Seller
147 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
148 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
149 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
150 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
151 elsewhere in this Contract.

152 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a check, will be
153 payable to and held by Land Title Guaranty Co. (Earnest Money Holder), in its trust account, on behalf of
154 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
155 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
156 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
157 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
158 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
159 Money Holder in this transaction will be transferred to such fund.

160 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
161 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

162 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
163 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
164 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
165 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
166 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
167 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
168 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
169 Release form), within three days of Buyer's receipt.

170 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
171 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller
172 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

173 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
174 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer
175 is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

176 **4.4. Form of Funds; Time of Payment; Available Funds.**

177 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
178 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
179 check, savings and loan teller's check and cashier's check (Good Funds).

180 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
181 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
182 NONPAYING PARTY WILL BE IN DEFAULT**.

183 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have
184 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

185 **4.5. New Loan.**

186 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
187 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

188 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
189 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional
190 Provisions).

191 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
192 **Conventional** **Other** _____.

193 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
194 set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
195 presently at the rate of _____% per annum and also including escrow for the following as indicated: **Real Estate Taxes**
196 **Property Insurance Premium** and _____.

197 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
198 not exceed _____% per annum and the new payment will not exceed \$ _____ per _____ principal and
199 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
200 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
201 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

202 Seller **Will** **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release
203 from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at **Closing** of an appropriate
204 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
205 not to exceed \$ _____.

206 This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received
207 by all parties and the Closing Company on or before Closing.

208 **4.7. Seller or Private Financing.**

209 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
210 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed

211 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
212 including whether or not a party is exempt from the law.

213 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, **Buyer**
214 **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
215 **Private Financing Deadline.**

216 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
217 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
218 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
219 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

220 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
221 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
222 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller**
223 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

224

TRANSACTION PROVISIONS

225 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

226 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more
227 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an
228 application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such
229 loan or approval.

230 **5.2. New Loan Terms; New Loan Availability.**

231 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
232 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
233 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
234 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
235 satisfactory to Buyer, in Buyer's sole subjective discretion.

236 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
237 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
238 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
239 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
240 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
241 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
242 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
243 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
244 Survey).

245 **5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's
246 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must
247 supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current
248 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's
249 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in
250 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set
251 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's
252 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or
253 before **Disapproval of Buyer's Credit Information Deadline.**

254 **5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any
255 modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review
256 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan**
257 **Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the
258 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without
259 change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval**
260 **Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in
261 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such
262 compliance as set forth in § 4.6.

263 **6. APPRAISAL PROVISIONS.**

264 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
265 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth

266 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
267 valued at the Appraised Value.

268 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
269 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

270 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
271 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
272 **Objection Deadline**:

273 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
274 or

275 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
276 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

277 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
278 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
279 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
280 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

281 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
282 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
283 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
284 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
285 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
286 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

287 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by **Buyer**
288 **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
289 agent or all three.

290 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
291 Communities and subject to one or more declarations (Association).

292 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
293 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
294 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
295 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
296 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
297 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
298 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
299 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
300 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
301 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
302 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
303 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
304 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
305 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
306 **ASSOCIATION.**

307 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
308 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
309 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
310 of the Association Documents, regardless of who provides such documents.

311 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

312 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
313 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
314 C.R.S.;

315 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
316 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
317 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
318 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

319 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
320 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
321 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
322 (Association Insurance Documents);

323 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as
324 disclosed in the Association's last Annual Disclosure;

325 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget
326 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
327 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
328 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
329 Association's community association manager or Association will charge in connection with the Closing including, but not limited
330 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
331 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
332 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
333 7.3.5., collectively, Financial Documents);

334 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
335 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
336 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
337 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
338 elements or limited common elements of the Association property.

339 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
340 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
341 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
342 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
343 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
344 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
345 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
346 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
347 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

348 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

349 8.1. Evidence of Record Title.

350 8.1.1. **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
351 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
352 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
353 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
354 and delivered to Buyer as soon as practicable at or after Closing.

355 8.1.2. **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
356 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
357 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
358 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

359 8.1.3. **Owner's Extended Coverage (OEC).** The Title Commitment Will Will Not contain Owner's
360 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
361 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
362 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
363 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
364 Buyer Seller One-Half by Buyer and One-Half by Seller Other _____.

365 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
366 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
367 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
368 § 8.7. (Right to Object to Title, Resolution).

369 8.1.4. **Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
370 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
371 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
372 Documents).

373 8.1.5. **Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
374 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
375 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
376 party or parties obligated to pay for the owner's title insurance policy.

377 8.1.6. **Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
378 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

379 8.2. **Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
380 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's

381 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
382 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
383 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
384 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
385 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
386 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
387 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
388 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
389 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
390 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
391 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
392 Documents as satisfactory.

393 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
394 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
395 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
396 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
397 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
398 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
399 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
400 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-
401 Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has
402 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
403 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is
404 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to
405 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record
406 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

407 **8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.**

408 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property (Tax Certificate) must be delivered
409 to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole
410 subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate
411 after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
412 received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or
413 if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate
414 must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer
415 accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's
416 loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for
417 by Seller.

418 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
419 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
420 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
421 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
422 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
423 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
424 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
425 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

426 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
427 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
428 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
429 applicable deadline, Buyer has the following options:

430 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
431 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
432 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
433 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
434 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
435 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
436 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
437 applicable documents; or

438 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
439 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

440 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
441 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
442 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
443 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
444 laws and governmental regulations concerning land use, development and environmental matters.

445 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
446 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
447 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
448 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
449 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
450 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
451 **GAS OR WATER.**

452 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
453 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
454 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
455 **RECORDER.**

456 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
457 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
458 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
459 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

460 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
461 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
462 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
463 **AND GAS CONSERVATION COMMISSION.**

464 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
465 not covered by the owner's title insurance policy.

466 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
467 Buyer on or before the **Mineral Rights Examination Deadline**.

468 **9. NEW ILC, NEW SURVEY.**

469 **9.1. New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate (New ILC)**; or, (2)
470 **New Survey** in the form of _____; is required and the following will apply:

471 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New Survey. The
472 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
473 after the date of this Contract.

474 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
475 Closing, by: **Seller** **Buyer** or:

476
477
478 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
479 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New**
480 **ILC or New Survey Deadline**.

481 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
482 all those who are to receive the New ILC or New Survey.

483 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
484 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
485 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
486 Seller incurring any cost for the same.

487 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
488 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
489 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

490 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

491 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
492 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

493 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
494 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
495 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
496 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
497 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

499 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
 500 **WATER.**

501 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
 502 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
 503 to Seller's actual knowledge and current as of the date of this Contract.

504 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
 505 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
 506 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
 507 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
 508 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
 509 Seller is conveying the Property and Inclusions to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

510 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
 511 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
 512 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
 513 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
 514 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
 515 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
 516 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
 517 sole subjective discretion, Buyer may:

518 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
 519 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
 520 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
 521 pursuant to § 10.3.2.; or

522 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
 523 description of any unsatisfactory condition that Buyer requires Seller to correct.

524 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
 525 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
 526 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
 527 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
 528 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
 529 executing an Earnest Money Release.

530 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
 531 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
 532 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
 533 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
 534 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
 535 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
 536 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
 537 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
 538 pursuant to an Inspection Resolution.

539 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
 540 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
 541 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

542 **10.6. Due Diligence.**

543 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
 544 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
 545 **Deadline**:

546 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
 547 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
 548 are as follows (Leases):

549

550

551

552 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be
 553 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
 554 Buyer on or before **Due Diligence Documents Delivery Deadline**.

555 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
556 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
557 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline.**

558 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless
559 of its name or title).

560 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
561 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

562 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
563 of the following:

564 **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
565 Property;

566 **10.6.1.6.2.** Property tax bills for the last _____ years;

567 **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
568 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
569 extent now available;

570 **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

571 **10.6.1.6.5.** Operating statements for the past _____ years;

572 **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

573 **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
574 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

575 **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
576 have been made for the past ____ years;

577 **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
578 not delivered earlier under § 8.3.);

579 **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
580 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
581 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
582 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
583 Seller;

584 **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
585 compliance of the Property with said Act;

586 **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any
587 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
588 authorizations, if any; and

589 **10.6.1.6.13.** Other:

590
591
592
593
594

595 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
596 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
597 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**

598 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
599 terminated; or

600 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
601 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

602 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received
603 by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a
604 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
605 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
606 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

607 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or
608 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review
609 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due
610 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence
611 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due
612 Diligence Document.

613 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection**
614 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
615 the Property, in Buyer's sole subjective discretion.

616 **10.6.4. Due Diligence – Environmental.** Buyer has the right to obtain environmental inspections of the Property
617 including a Phase I Environmental Site Assessment. **Seller** **Buyer** will order or provide a current Phase I Environmental
618 Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site
619 Assessments) and/or _____, at the expense of **Seller** **Buyer**
620 (Environmental Inspection).

621 If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
622 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
623 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing **Date**, the
624 **Closing Date** will be extended a like period of time. In such event, **Seller** **Buyer** must pay the cost for such Phase II
625 Environmental Site Assessment.

626 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
627 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
628 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
629 subjective discretion.

630 **10.6.5. Due Diligence – ADA.** Buyer, at Buyer's expense, may also conduct an evaluation whether the Property
631 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at
632 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property,
633 if any.

634 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory
635 ADA Evaluation, in Buyer's sole subjective discretion.

636 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
637 owned by Buyer and commonly known as _____. Buyer has
638 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
639 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
640 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
641 provision.

642 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted - See
643 **Residential Addendum if applicable]**

644 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
645 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
646 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
647 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
648 or delayed.

649 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

650 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

651 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

652 **11. TENANT ESTOPPEL STATEMENTS.**

653 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
654 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
655 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
656 attached to a copy of the Lease stating:

657 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

658 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
659 amendments;

660 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

661 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

662 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

663 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
664 demising the premises it describes.

665 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
666 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
667 required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

668 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
669 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if

670 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
671 waive any unsatisfactory Estoppel Statement.

672

CLOSING PROVISIONS

673 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

674 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
675 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
676 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
677 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
678 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
679 Seller will sign and complete all customary or reasonably required documents at or before Closing.

680 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are** **Are Not** executed with
681 this Contract.

682 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
683 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the
684 Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by
685 mutual agreement of parties and closing agent _____.

686 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
687 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

688 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
689 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
690 leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

691 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
692 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
693 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
694 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
695 sufficient special warranty deed to Buyer, at Closing.

696 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
697 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

698 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
699 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
700 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
701 at or before Closing by Seller from the proceeds of this transaction or from any other source.

702 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
703 **WITHHOLDING.**

704 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
705 to be paid at Closing, except as otherwise provided herein.

706 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by **Buyer** **Seller**
707 **One-Half by Buyer and One-Half by Seller** **Other** _____.

708 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
709 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
710 associated with or specified in the Status Letter will be paid as follows:

711 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

712 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by **Buyer** **Seller** **One-Half by Buyer**
713 **and One-Half by Seller** **N/A**.

714 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
715 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by **Buyer** **Seller** **One-Half by**
716 **Buyer and One-Half by Seller** **N/A**.

717 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
718 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **N/A**.

719 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by **Buyer** **Seller** **One-Half by**
720 **Buyer and One-Half by Seller** **N/A**.

721 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
722 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **N/A**.

723 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
724 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
725 One-Half by Buyer and One-Half by Seller N/A.

726 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
727 \$ 25.00 for:

728 Water District/Municipality Water Stock
729 Augmentation Membership Small Domestic Water Company _____
730 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

731 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
732 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

733 **15.9. FIRPTA and Colorado Withholding.**

734 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
735 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
736 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
737 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
738 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
739 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
740 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
741 if an exemption exists.

742 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
743 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
744 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
745 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
746 tax advisor to determine if withholding applies or if an exemption exists.

747 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

748 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

749 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
750 for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy
751 and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
752 veteran exemption or Other _____.

753 **16.1.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit
754 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
755 writing of such transfer and of the transferee's name and address.

756 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

757 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

758 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
759 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
760 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
761 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
762 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer
763 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of
764 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
765 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
766 regular assessments and _____. Association Assessments are subject to change as provided in the
767 Governing Documents.

768 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
769 subject to the Leases as set forth in § 10.6.1.1.

770 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
771 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 300.00 per day (or any part of a day
772 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may
773 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

774

GENERAL PROVISIONS

775 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
776 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition
777 existing as of the date of this Contract, ordinary wear and tear excepted.

778 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
779 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
780 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
781 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
782 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
783 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
784 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
785 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
786 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
787 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
788 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
789 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
790 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

791 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
792 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
793 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
794 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
795 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
796 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
797 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
798 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
799 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
800 Closing.

801 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
802 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
803 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
804 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
805 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
806 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

807 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
808 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
809

810 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
811 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
812 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
813 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
814 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
815 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
816 be complied with.
817

818 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
819 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
820 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
821 has the following remedies:

822 **20.1. If Buyer is in Default:**

823 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
824 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
825 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
826 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

827 **20.1.2. Liquidated Damages, Applicable.** **This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may
828 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
829 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
830 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
831 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

832 **20.2. If Seller is in Default:**

833 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
834 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
835 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
836 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
837 or damages, or both.

838 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
839 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
840 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
841 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
842 Contract are reserved and survive Closing.

843 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
844 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
845 reasonable costs and expenses, including attorney fees, legal fees and expenses.

846 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
847 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
848 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
849 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
850 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
851 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
852 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
853 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
854 Section will not alter any date in this Contract, unless otherwise agreed.

855 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
856 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
857 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
858 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
859 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
860 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
861 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
862 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
863 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
864 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
865 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

866 **24. TERMINATION.**

867 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
868 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
869 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
870 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
871 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
872 in the Contract is ineffective and does not terminate this Contract.

873 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
874 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

875 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
876 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
877 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
878 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
879 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
880 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

881 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

882 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
883 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
884 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
885 must be received by the party, not Broker or Brokerage Firm).

886 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
887 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
888 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
889 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

890 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
891 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
892 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

893 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
894 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
895 located in Colorado.

896 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
897 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
898 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
899 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
900 copies taken together are deemed to be a full and complete contract between the parties.

901 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
902 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
903 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
904 **Due Diligence.**

905 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as
906 follows:

907 **29.1.** ____% of the Purchase Price or \$ _____ by Seller. Buyer's brokerage firm is an intended third-party
908 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is
909 paying on behalf of Buyer elsewhere in this Contract.

910 **29.2.** ____% of the Purchase Price or \$ _____ by Buyer pursuant to a separate agreement between Buyer and
911 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

912 **29.3.** ____% of the Purchase Price or \$ _____ by a separate agreement between Buyer's brokerage firm and
913 Seller's brokerage firm.

914

ADDITIONAL PROVISIONS AND ATTACHMENTS

915 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
916 Commission.)

917 This Contract is contingent upon ratification by the City of Ouray City Council at the next regularly scheduled City Council meeting on April 7, 2025. If not ratified, Buyer shall
918 provide a Notice to Terminate to Seller by April 8, 2025 and this contract shall terminate and all earnest money shall be refundable.
919
920
921
922
923
924
925
926

927 **31. OTHER DOCUMENTS.**

928 **31.1. Documents Part of Contract.** The following documents are a part of this Contract:
929
930
931

932 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:
933
934
935

936

SIGNATURES

937

Buyer's Name: CITY OF OURAY
By Michelle Metteer, City Administrator

Buyer's Name: _____

Michelle Metteer 3/19/2025
Buyer's Signature Date

Buyer's Signature Date

Address: 320 6th St.
Ouray, CO 81427
Phone No.: 970-325-7211
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

938 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: RICHARD A LANE & MARY V LANE 1988 TRUST,
dated December 9, 1988

Seller's Name: _____

Mary V. Lane 03/20/2025
Seller's Signature Date

Seller's Signature Date

Address: 11013 Shaw St.
Alta Loma, CA 91701-7702
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: 11013 Shaw St.
Alta Loma, CA 91701-7702
Phone No.: _____
Fax No.: _____
Email Address: _____

939

940

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: United Country Sneffels Realty
Brokerage Firm's License #: _____
Broker's Name: Todd R. Schroedel

Broker's License #:

Todd Schroedel 03/19/2025
Broker's Signature Date

Address:

150 Liddell Street
Ridgway, CO 81432

Phone No.:

970-318-2160

Fax No.:

Email Address:

Todd@sneffelsrealty.com

B. Broker Working with Seller

Broker Does **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** _____.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name:

United Country Sneffels Realty

Brokerage Firm's License #:

Broker's Name:

Todd R. Schroedel

Broker's License #:

Todd Schroedel 03/19/2025
Broker's Signature Date

Address:

150 Liddell Street
Ridgway, CO 81432

Phone No.:

9703182160

Fax No.:

Email Address:

todd@sneffelsrealty.com



United Country Sneffels Realty
 150 Liddell Drive Ridgway, CO 81432
 Todd Schroedel Broker/Owner
 Ph: 970-626-3555 Fax: 970-626-3557

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (PCO70-6-20) (Mandatory 1-21)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**POST-CLOSING OCCUPANCY AGREEMENT
 (Seller Rent-Back Agreement)**

Note: This form is to be used only for short-term residential occupancy for a term not to exceed 60 days. A residential lease must be used for a term longer than 60 days.

1. **Parties and Property.** This Post-Closing Occupancy Agreement (Agreement) is entered into between **RICHARD A LANE & MARY V LANE 1988 TRUST** (Seller) and **Michelle Metteer-City of Ouray** (Buyer) relating to the occupancy of the following legally-described real estate in the County of **Ouray**, Colorado:
Subd: GREENHOUSE SUBDIVISION Lot: 2 S: 31 T: 44 R: 7
 known as: **333 6th Avenue, Ouray, CO 81427** (Property).
2. **Agreement.** Buyer and Seller entered into that certain Contract to Buy and Sell Real Estate dated **March 19, 2025** and any amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls subject to subsequent amendments to the Contract or this Agreement. This Agreement is conditional upon Closing. If Closing does not occur this Agreement is null and void.
3. **Possession.** Seller may retain possession of the Property from date of Closing through **May 19, 2025**, not to exceed 60 days after Closing (Term)) provided, however, Seller may cause an earlier termination upon 5 days written notice to Buyer. Notice must be provided to the address, fax number or email address of the recipient as specified below or as otherwise specified, in writing, by the recipient. Seller agrees to use the Property for Seller's occupancy and personal residence only. Seller's rights and obligations may not be transferred or assigned in whole or in part, voluntarily or involuntarily. The rights and remedies of the parties under this Agreement will survive this Agreement.
4. **Maintenance.** If necessary, Buyer will, at Buyer's sole expense, maintain, repair and replace the heating and cooling systems including ventilation and ducts, plumbing, electrical wiring, roof and structural components of the Property and all appliances in the Property owned by Buyer and the lawn sprinkler system, if any, if such items were functioning or working properly on the date of Closing. Unless the services are provided by a third-party, e.g., homeowner's association, Seller will maintain the Property as Seller previously maintained the Property to include, but not limited to, landscaping, snow removal and lawn care. Seller will provide timely notice to Buyer of any improvement requiring maintenance or repair.
5. **Damage to Property.** During the Term, Seller, at Seller's sole expense, will keep the improvements and any personal property on the Property owned by Buyer in the same condition and repair as of the date of Closing, normal wear and tear excepted. Seller is responsible for any misuse, waste, neglect or damage to the Property or personal property on the Property caused by Seller or Seller's family or invitees after Closing. Seller is not responsible for any damage if not caused by Seller or Seller's family or invitees.
6. **Buyer Access.** Upon not less than 24 hours prior notice to Seller, Buyer will have access to the Property at all reasonable times and Buyer, or Buyer's designee, may enter the Property. However, in the event of an emergency Buyer may enter the Property without notice to Seller.
7. **Restoration.** Buyer has the right, but not the obligation, to restore the Property and any items of personal property owned by Buyer to the same condition of repair and cleanliness as existed at the date of Closing, excluding normal wear and tear, and, if Seller is responsible for such damage pursuant to §4 or §5, Seller will pay Buyer, in addition to the Rent, the costs of such repair or replacement. Additionally, Buyer may apply Seller's security deposit towards the cost of any such repair or replacement in accordance with Colorado law.
8. **Rent.** Rent for the Term is \$**1500/mo.**, payable to Buyer, in advance, at Closing and delivery of deed. Should Seller vacate before the end of the Term, the unearned rent Will Will Not be prorated and refunded to Seller.

9. Compliance with Law. During the Term, Seller agrees to abide by all federal, state and local laws as well as any applicable Owner's Association rules and regulations. Seller agrees that Seller will not store or use any hazardous materials on the Property other than those materials customarily used or stored for a residential home.

10. Failure to Vacate. Should Seller not timely surrender possession of the Property to Buyer, Seller will be subject to eviction and additionally liable to Buyer for payment of \$ **350.00** per day from and after the Term until possession is delivered to Buyer in addition to any other damages awarded by a Court of competent jurisdiction.

11. Water and Sewer. Water and sewer charges incurred for use during the Term will be paid by Seller Buyer.

12. Electric and Gas. Electric and gas service incurred for use during the Term will be paid by Seller Buyer. Arrangements for the final reading and payments for said utilities and services may be made by either party. Any other utility or service used by Seller during the Term will be paid for by Seller.

13. Seller's Renter's Insurance Policy. Seller Will Will Not maintain and pay the cost of a Seller's "Renter's Policy" and supply to Buyer evidence of such insurance at or before Closing, if applicable. Seller agrees to reimburse Buyer for Buyer's reasonable attorney fees and indemnify and hold Buyer harmless from all injury, loss, claim or damage to any person or property caused by Seller, Seller's family or invitees that is not paid by Seller's insurance.

14. Buyer's Insurance Policy. Buyer agrees to maintain and pay the cost of an Owner's Property Insurance Policy (which may be in the form of a Landlord's policy) from Closing.

15. Security Deposit. Seller agrees that a security deposit in the amount of \$ **1500.00** payable to Buyer, will be paid at Closing and held by Buyer. The parties agree that the security deposit will be disbursed within 30 days after the Term in accordance with Colorado law.

16. Attorney Fees and Costs. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Agreement, prior to or after the Term, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

17. Additional Provisions. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

A. It is understood that the total amount of rent is \$3000.00, which is \$1500.00 for each of the two months Seller's son will be occupying Subject Property following Closing. \$1500.00 will be held by Buyer as a Security Deposit.

B. It is understood that the Post Closing Occupancy Agreement is relative to the west entry, stairway and upstairs unit only. Buyer shall have Occupancy of the lower unit upon Closing.

C. It is understood that the Rent-Back portion will be made available for Buyer to Buyer's inspections and planning upon thoughtful notification to the Tenant.

Mary V. Lane

Date: 4/4/2025

Seller: **RICHARD A LANE & MARY V LANE 1988 TRUST**
By: Mary V. Lane, Trustee

Address:

Phone No.:

Fax No.:

Electronic

Address:

[Empty rectangular box for signature]



Buyer: ***Michelle Metteer-City of Ouray***

Address:

Phone No.:

Fax No.:

Email

Address:

PCO70-6-20. POST-CLOSING OCCUPANCY AGREEMENT

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OTIS

HydroFit™ MOD



Otis HydroFit™ MOD Hydraulic Control System

3/3/2025

Ouray City Hall
340 6TH AVE
Ouray, Colorado, 81427-5043

Otis Elevator Company
9750 E Easter Ave, Ste 100
Centennial, Colorado, 80112

Ouray City Hall
340 6TH AVE
Ouray, Colorado, 81427-5043

PROPOSAL NUMBER
F7SD3865/01

We propose to furnish labor and material to provide a microprocessor based HydroFit MOD control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing hydraulic elevators.

Section 1



UNITS

DUTY

The present capacity and speed of the elevators will be retained.

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained.

Section 2



OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + ¼" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCHES

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

OTIS ONE PLATFORM

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE license and subscription agreement and additional annual subscription fee of **\$70/month/elevator** which is

not included in this Contract. Further, the Otis One hardware / equipment shall remain the property of Otis.

Optional Otis ONE Subscription

Otis ONE Pro Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail
- Predictive maintenance with remote dispatch
- Real-time alerts
- No "running on arrival" (ROA) fees at Otis' discretion
- Customized health reports
- Voice, video and text-based communication services that meet IBC 3001.2-2018 and ASME A17.1-2019 codes regarding communication systems for the hearing and speech impaired
- When required by code an emergency personnel station will be included to allow emergency personnel to communicate with trapped passengers

Optional for Otis One Pro, Select if applicable.

eView™ is an infotainment service option to Otis ONE Pro that enhances the passenger experience with news, weather, and sports highlights. You can also promote your brand and share your custom content with passengers.

Section 3



MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply of 208V_60HZ, alternating current will be retained with the new equipment arranged for this power supply. Building to confirm.

NEW CONTROLLER

A microprocessor based HydroFit MOD control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

NEW SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

NEW AUT-O-SAFE®

We propose to furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single-phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely.

POWER UNIT

NEW SUBMERSIBLE

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

NEW PUMP MOTOR

The existing motor will be replaced with a motor that is of the same power characteristics and starting configuration as presently exists.

NEW VALVE

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

Section 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

NEW CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be replaced and inspected for proper alignment. Any adjustment required will be accomplished.

NEW CAR DOOR

The present car door shall be replaced and inspected for proper alignment. Any adjustment required will be accomplished.

NEW CAR HEADER

The present car header shall be replaced and inspected for proper alignment. Any adjustment required will be accomplished.

NEW CLADDING

The returns and strike jamb shall be cladded in stainless steel #4.

RETAIN HOISTWAY ENTRANCES

The present hoistway entrances will be retained.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

Section 5



HOISTWAY EQUIPMENT

RETAIN CAR GUIDES

The existing car guides shall be retained.

RETAIN CAR INTERIOR

The present car interior shall be retained. Please see the alternate to add a new interior to the scope.

RETAIN FLOORING

The present flooring will be retained.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

RETAIN SPRING BUFFERS

The existing spring buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6



CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall

initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW "IN-CAR" DIRECTION LANTERNS

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

Section 7



HALL FIXTURES

NEW VANDAL RESISTANT HALL BUTTONS

New vandal resistant hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

Section 8



HEALTH PRODUCTS

No Health Products Specified

Section 9



WORK BY OTHERS – NOT IN CONTRACT – SEE ALTERNATE NO 1 FOR SCOPE INCLUDED IF SELECTED

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 60°F and 100°F. The relative humidity should not exceed 95 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing, and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum 3/4 inch holes.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Voice / Video / Text

Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code, as applicable. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group. Provide a dedicated RJ45 internet network connection in each control room, minimum download speed 5Mbps per elevator, minimum upload speed 1Mbps per elevator.

Number of Elevators	Min. Download Bandwidth (Mbps)	Min. Upload Bandwidth (Mbps)
1 - 3	5	1
4	10	2

GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. . Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor.

CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

EMERGENCY (STANDBY) POWER

If emergency power is available, verify and provide the following:

- a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.
- b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.
- c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.
- d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS, Lobby Panels, and Compass dispatching systems (if applicable).
- e. Power for machine room lighting, ventilation and cooling means.

LIGHTING

Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

PROJECT BEING "DRIED-IN"

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75o angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

ADDITIONAL STOPS/OPENINGS

Extend the existing hoistways and add additional landing(s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.
- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.

- Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
- Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
- Supply and install adequate support for guide rail fastening, including separator beams where required.
- Provide adequate fastening for hoistway entrances and sills.
- Provide finished floor elevation reference height at time of installation of new entrance sills.
- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and

affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

Section 10



GENERAL REQUIREMENTS

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of **five thousand (\$5,000) dollars**. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits. Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount (**no less than 95%**) prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **fifty percent (50%)** of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other

provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/“LABOR PROGRESS PAYMENTS”

- This payment is due upon substantial completion of each modernized elevator. The “Labor Progress Payment” amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is acceptable by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.
- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis’ absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying “pay when paid.” This Contract is between Otis Elevator and referenced entity. The attached payment schedule (“Schedule of Values”) is not contingent upon said entity’s ability to be paid by others or any other factor or event not described above.
- A processing fee will be applied to credit card payments.

SCHEDULE OF VALUES			
Base Contract Amount: \$173,115.24			
DUE DATE	DESCRIPTION	%	VALUE
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization “Initial Payment”	50%	\$86,558
Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.	Materials for project “Material Delivery Payment”	25%	\$43,279
Due within 30 Days from substantial	Installation labor “Labor Progress Payments”	25%	\$43,278

completion of each elevator.			
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DOWN PAYMENT (OPTION)

DISCOUNT SCHEDULE

- **Pre-Payment Discount** - Otis will offer the below discount schedule for larger pre-payment amounts:
 - **75% Pre-Payment** 2% discount off base bid
 - **90% Pre-Payment** 3% discount off base bid

Otis may add a surcharge to the Purchase Price to compensate for changes to import tariffs implemented **after the date hereof** by the United States government. The surcharge will be in an amount as determined by Otis that either approximates the increase in cost to the actual products imported hereunder due to such tariff increases, or in an amount that allocates the overall increases in import tariffs across Otis' United States business to this project in proportion to the amount of imported materials allocated to this project.

LEAD TIME AND DURATION

We anticipate approximately 12-14 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 6.5 - 7 weeks per car. All work will be performed during our regular working hours of our regular working days.

SCHEDULE

Our proposal is based on a delivery date of 08.31.2025. If the delivery date is delayed 90 calendar days or greater, where customer is at fault, customer agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS

ASME A17.1/CSA B44 (2019)

ASME A17.1 / CSA B44 (2019): Otis' proposal meets the requirements included in the ASME A17.1 / CSA B44 2019 code, including an emergency communication system that conforms to, Requirement 2.27.1.1 for two-way voice, video & text emergency communication.

Work By Others

Customer or owner will provide a dedicated RJ45 internet network connection to each elevator controller. Additional internet network details and requirements will be provided by Otis later.

Section 11



ALTERNATES

ALTERNATE 1: Work by Others Scope of Work

Otis will provide the "Work by Others" as provided in Appendix A as proposed by Construction Brokers, Inc. Scope includes electrical, lighting, and fire related work. Please pay special attention to clarifications and exclusions listed on pages 2 and 3 of Appendix A. The intent is to provide a turnkey project however the owner will still be responsible for items such as CAD drawings for the fire alarm permitting process, phone lines, asbestos abatement, etc. Other components such as the existing HVAC and electrical feeders are being retained as is under the presumption that they are adequate to support the needs of the new equipment. Please note that the scope of work does not include removal, modification, or relocation of non-elevator related equipment such as water pipes, loose wiring, conduit, etc. Such work will remain the responsibility of the building.

ADD TO CONTRACT PRICE..... \$ 89,741.00
Add \$44,870.50 to the downpayment amount

Please indicate your intention to choose this option by initialing here:

ALTERNATE 2: Cab Interior Upgrade

Otis will furnish and install a new cab interiors. All material provided shall be manufactured and installed in accordance with ASME A17.1 Safety Code for Elevators and Escalators. The cab interior upgrade shall include the following:

- Wall Panels
- Ceilings New six-panel stainless steel ceiling. The finish shall be satin (#4).
- Handrails- New stainless steel flat bar handrails. The handrails shall be mounted to the rear wall at a height that is consistent with ADA requirements. The finish shall be satin.
- Reveals- New 18-gauge stainless steel reveals. The reveals shall be adhered to the cab shell wall in all corners. The finish shall be satin.

ADD TO CONTRACT PRICE.....\$25,000.00
Add \$12,500.00 to the downpayment amount

Please indicate your intention to choose this option by initialing here:

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE	\$173,115.24 "Plus Any Applicable Sales Taxes"
	One Hundred Seventy Three Thousand One Hundred Fifteen Dollars- 24/100

This price is based on a **fifty percent (50%)** downpayment in the amount of **86,558**

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in the Contract is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: _____
Kristin Nicole Maddox

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others.

except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The following terms and conditions shall be accepted under the assumption that the City will provide a 90% initial payment: Otis 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.

Otis shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the Customer.

Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money. If payments are not appropriated for any fiscal year, then this Agreement shall terminate. This Agreement shall not be construed to be a financial obligation extending beyond the current fiscal year, or a general obligation debt of the City. If termination is required due nonappropriation, then City shall provide thirty (30) days written notice to Otis.

This agreement shall be governed by the laws of the State of Colorado, both 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 the venue shall be in Ouray County, Colorado.

Retainage of 5% shall be withheld from the price of work completed and notwithstanding any other term in this contract final payment of this retainage shall be made when Otis has fully performed the Contract and submitted a final accounting for the Cost of the Work to the Customer and a final application for payment.

Appendix A Work Done by Others Scope attached hereto and incorporated herein.

The term of this agreement shall begin on the date the parties sign above and continue to the completion of the services on November 29, 2025 or upon termination of this agreement by either party. If the services are not completed by November 29, 2025, this agreement expires at which time the Customer and Otis will either negotiate a new agreement to complete the services, extend this agreement or their relationship under this agreement will terminate.



CONSTRUCTION BROKERS, INC.

Otis Elevator
9750 E. Easter Avenue, Suite 100
Centennial, CO 80112

APPENDIX A- WORK BY OTHERS SCOPE

Attention: Kristin Maddox | Modernization Sales
Proposed Elevator Modernization
Related Work

Ouray City Hall
320 6th Ave Ouray, Co 81432

We propose to furnish all labor, material, equipment, insurances, permits, submittals, supervision, and drayage required for our scope of work as outlined below:

General Conditions:

1. We will provide engineered documents for all related trades covered under our scope of work.
2. We will provide permits for our scope of work where required.
3. We will provide submittals for any items required in the specifications.
4. We will provide supervision while our forces are on site.
5. We will haul away our debris and leave the area clean.

Fire Alarm:

6. We will provide a Fire Alarm Technician for testing recall purposes.
7. We will provide an updated graphic map.
8. We will provide a standalone elevator recall panel

Elevator Cars # 1

Machine Room:

9. We will replace the existing mainline disconnect with fusible disconnecting means and connect to new elevator controller.
10. We will install contacts for battery lowering.
11. We will install necessary circuits and disconnects for new AV monitoring and cab lighting.
12. We will provide code compliant lighting with illuminated switching.
13. We will replace existing receptacles with GFCI's.
14. We will provide FA modules, and Detection devices, conduit, and back boxes needed to meet local code.
15. We will fire rate the machine room and enclose the machine room walls.
16. We will install a new ceiling into the machine room.
17. We will install a 90 min rated man door.

Hoistway:

18. We will fire rate the hoistway ceiling and bevel edges as required.
19. We will install fire rated walls inside the hoistway.
20. We will install code compliant Fire Alarm devices for elevator recall.

Pit:

21. We will provide code compliant lighting with illuminated switching.
22. We will replace existing receptacles with GFCI's.
23. We will install code compliant Fire Alarm devices for elevator recall.
24. We will install a buffer platform inside the elevator pit.

Lobbies:

25. We will provide smoke detection on each landing.

February 16, 2025
Ouray City Hall

Cab:

26. N/A

Clarifications:

1. We anticipate a total of 16 hours cartop time needed to complete our work. Please add this to the cost of the bid.
2. Corrective measures to existing construction, building systems, or finish materials that were either improperly installed or installed and did not meet the code requirements of the installation are not included in this proposal unless specifically noted in the scope portion of the proposal.
3. Our proposal is based on current characteristics of existing elevator equipment. Power data sheets were not available at time of bid, to verify electrical supply or available fault current at elevator disconnects are satisfactory. We reserve the right to revise our proposal in the event the new equipment's current characteristics are different than existing, which may include added costs or deducts.
4. We do not include installation of any new dedicated elevator equipment grounding. Correction of inadequate building grounds are not included in our scope. Only using existing building supplied grounds for elevator equipment sized to meet NEC code are included in our proposal.
5. Phone lines to machine room provided by owner.
6. Testing inspections are limited to three(3)-2 hour inspections with the Fire Alarm technicians. Additional inspections are subject to additional fees.
7. No sump pump or pit waterproofing work included in this proposal.
8. Our proposal is based on the elevator code adopted at the time of the proposal. Additional costs may apply if code version changes prior to contract/award.
9. This proposal is valid for only 30 Days. After 3/20/25, CBI reserves the right to update this proposal based on current labor and material market conditions.

Exclusions:

10. We do not include any hazardous material abatement.
11. We do not include any cab work or finishes.
12. We do not include any night or weekend work in our proposal.
13. We do not include cutting or patching of PI, Key switch or call boxes in our bid.
14. We do not include modification or replacement of existing HVAC systems.
15. We do not include Cad drawings for engineering permitting. Building to provide existing drawings for permitting.
16. We do not include any elevator lobby door frame or door painting in our bid.
17. We do not include any emergency power work in our bid including but not limited to the generator, ATS switch modification, ATS replacement, transfers, disconnects or ATS signal wire.
18. We do not include any line side electrical feeder wire size change, circuit size increase or replacement (existing line side power and circuits to be used).

19. We do not include installation of any new dedicated elevator equipment grounding. Correction of inadequate building grounds are not included in our scope. Only using existing building supplied grounds for elevator equipment sized to meet NEC code are included in our proposal.
20. We do not include replacement of any existing fire alarm devices or fire alarm control panel. Only fire alarm upgrade work specifically identified in our scope is included in our bid. Any main fire alarm control panel software upgrades required to allow programming/acceptance of newly installed alarm devices is not included in our proposal. We do not include correction of any trouble, corrective yellow or red tag conditions on the FA panel. Building to confirm the FACP is clear of any faults
21. We do not include any pit cleaning or painting(work to be completed by elevator company or building)
22. We do not include any pit waterproofing.
23. We do not include any work not identified in our proposal above.

March 18, 2025

To: Senators Michael Bennett and John Hickenlooper, Members of the Senate Appropriations Committee and Members of Congress:

Re: Letter of support for West Region Wildfire Council's (WRWC) request for Congressionally Designated Funding for the Ouray Community Forest Resilience Project

We, the undersigned, strongly support the West Region Wildfire Council's (WRWC) request for Congressionally Designated Funding for the Ouray Community Forest Resilience Project. It's a shining example of WRWC's and the City and County of Ouray's commitment to reduce risks from wildfires to historic buildings, infrastructure, water resources and the citizens of and visitors to this stunning area.

For many years, the citizens of Ouray have expressed concern about the many dead and dying trees around the city. The City and County of Ouray decided we must address this issue on the lands we own. We felt it was unfair for us to ask residents to mitigate their properties if we hadn't done vegetation management on our lands.

The concern of County Commissioner Jake Niece, an ex-wildland firefighter, about fire danger to residents and infrastructure sparked this effort. In 2023, the City and County of Ouray contracted with a private forestry consulting firm. They cruised the forests on City and County lands to collect information on forest health. They developed a proposal, painted trees to be removed, hosted a contractor showcase and created a detailed scope of work and request for proposals. This was shared with representatives from the Colorado State Forest Service, WRWC and staff from the U.S. Forest Service (USFS) who provided comments and a decision on the ideal treatment options. Three contractors provided quotes for this project.

The goals of the project are to (1) reduce the risk and severity of a wildfire and flood hazards following a fire, (2) improve forest health and safety of recreationists who frequent the trails within the treatment area, and (3) spur action on private property through this high-visibility project.

The cost per acre is high, but the values at risk are invaluable. No one can put a price on human life, and Ouray hosts over 1.8 million visitors per year. In addition, the Ouray County Assessor valued real property in the City at \$536,934,630 in 2024. That includes 270 irreplaceable buildings in the 114-acre Ouray Historic District.

In Ouray, we've been successfully collaborating for over a decade. This project will complement work done in 2016 and will treat along the Ouray Potential Operational Delineations (POD) line. PODs treatments are a priority for the USFS, as they provide places where firefighters can more safely control a wildfire.

In 2023 Dr. Hussam Mahmoud, a professor and researcher at Colorado State University, completed a Vulnerability Analysis of Ouray, CO. It shows that homes and buildings in Ouray are very vulnerable to ignition from a wildfire or embers from a nearby wildfire. This project is one of the pieces that can help protect homes, businesses and infrastructure in and around Ouray. Other actions are in a new Community Wildfire Protection Plan that is almost finished.

This project is significant because it will:

- Help protect the lives of the citizens of Ouray and the many visitors from the effects of wildfire.

- Protect the outdoor-tourism-dependent economy from the immediate and long-term effects of wildfires.
- Help reduce the risk of high-severity wildfire, which will help protect City water and a pipeline near the project area. By conducting helicopter logging and adding 'sediment traps' on steep slopes, the project will lessen the risk of flooding.
- Protect hikers from hazard trees along popular trails in the project area.
- Improve the health of the forest, as dead trees represent 38% of the trees in the treatment area.

WRWC's work to provide education, free home wildfire assessments and private landowner mitigation funding assistance has provided a great start in the City of Ouray. For this shovel-ready project, contractors are poised to start working. We just need CDS funding to add to funds already committed by the Grand Mesa, Uncompahgre and Gunnison National Forests, the Colorado State Forest Service, the City of Ouray and Ouray County.

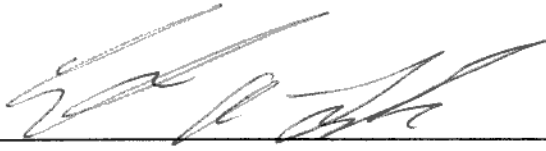
With CDS funding and that of our other partners, we can help reduce wildfire risk, improve forest health, and protect people, infrastructure and the watershed in this spectacular "Switzerland of America." We respectfully request that you support this project. Thank you for your consideration.

Sincerely,

Jake Niece, Chair

Michelle Nauer, Vice-Chair
The Ouray Board of County Commissioners

Lynn Padgett, Member



Ethan Funk, Mayor, City of Ouray, Colorado



Reimagining the Ouray Hot Springs Experience

City Council Update

April 7, 2025



Background Summary



Phase 1 Conclusion

Phase 1 of the project established a strong foundation for the future of the Ouray Hot Springs Bathhouse. During this phase, we completed thorough site and building investigations, stakeholder review meetings, and public engagement through both in-person and virtual sessions. Survey and geotechnical services are also underway to inform the next phase of design.

Through this collaborative process, several **key themes** emerged:

1. The need for a community-oriented space that provides much needed gathering and activity space.
2. An improved entry experience to address current bottlenecks and enhance user flow.
3. A desire for dedicated community gathering spaces to foster connection.
4. Expanded and enhanced fitness amenities to support health and wellness goals.
5. Improvements to locker rooms and the addition of family changing rooms.
6. Opportunities to increase revenue streams through concessions and retail.
7. A focus on preserving and celebrating the historic and cultural identity of the bathhouse.

This work has clarified the community's vision and priorities, building excitement and momentum for the project. With these insights, we are well-positioned to move into the next phase, ensuring the design reflects the needs and aspirations of the Ouray community while celebrating the unique character and rich history that make Ouray truly special.



Next Steps...

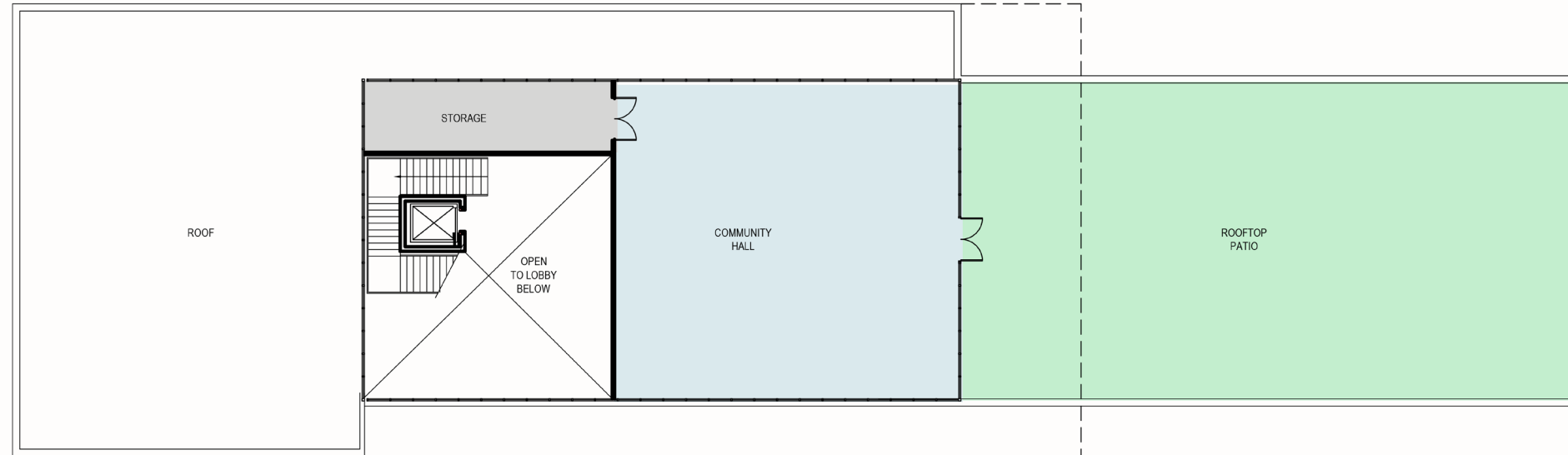
As we move into the next phase of the project, our focus will shift to conceptual design development, building on the insights and feedback gathered during Phase 1. In January, we will present initial conceptual options, providing opportunities for public input to refine and respond to these ideas.

Key Deliverables for the Next Phase:

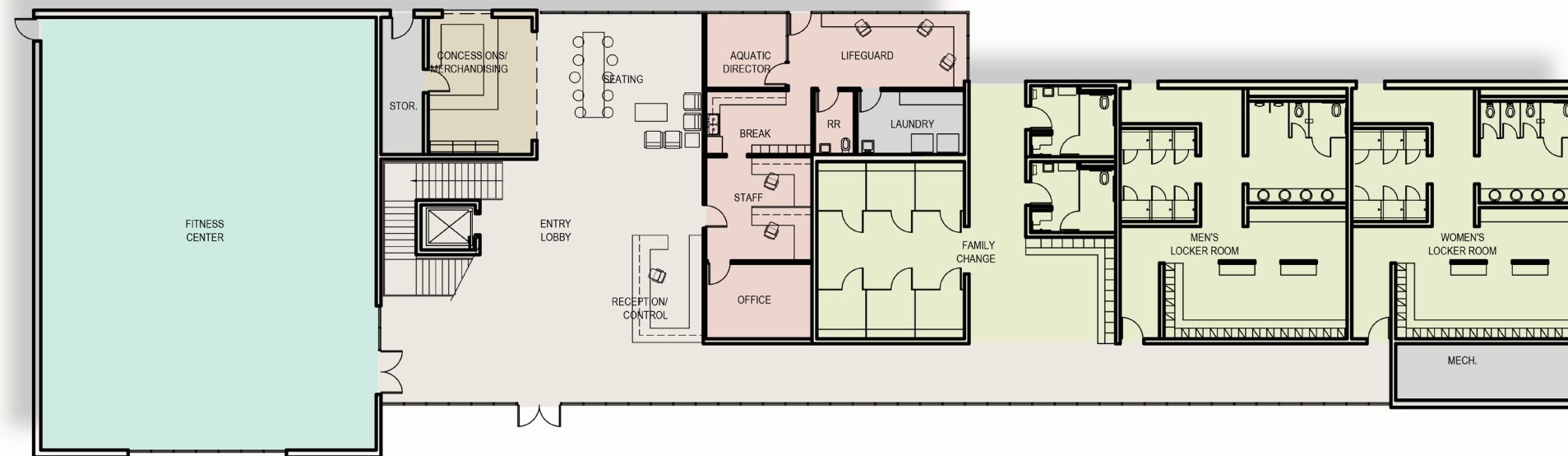
1. **Conceptual Options:** Initial design concepts that explore the layout, programming, and aesthetic direction for the bathhouse.
2. **Public Engagement:** Conduct Collaborative Design Workshops to gather community feedback on the conceptual options.
3. **Focus Group Feedback:** Insights from FOHS, stakeholder groups, and City Council to ensure alignment with priorities.
4. **Updated Project Presentation:** A comprehensive update summarizing progress, feedback, and next steps for approval and continued collaboration.

This next phase will continue to emphasize collaboration and transparency, ensuring that the design evolves in alignment with the community's vision and aspirations.

Conceptual Floor Plan



Upper Level Floor Plan



Ground Level Floor Plan



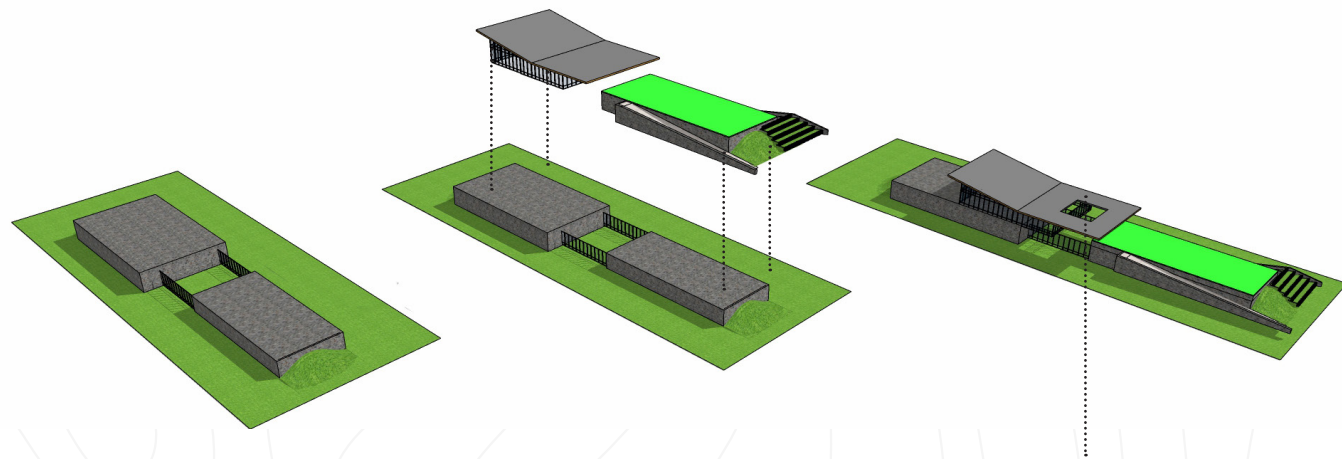
Feedback

- **How do you see the community engaging with this space, with particular emphasis on the community room?**
- **Does this building tackle your existing customer service related concerns for both visitors and members?**

Exterior: The House of Earth & Sky



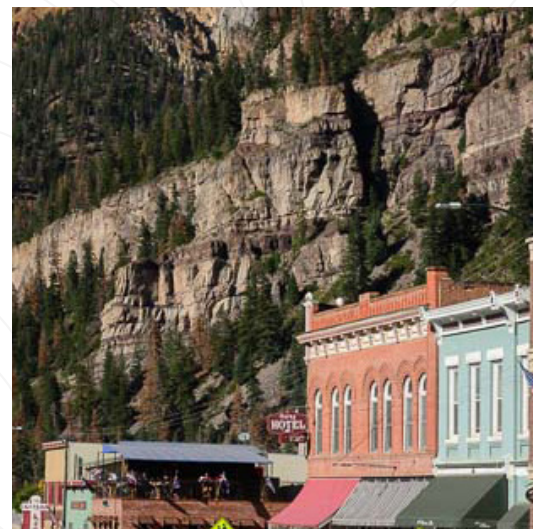
concept organization



Build the stone base from the earth

Create the access to the roof deck
Crown the building with the sky pavilion

Then open the building to the sky



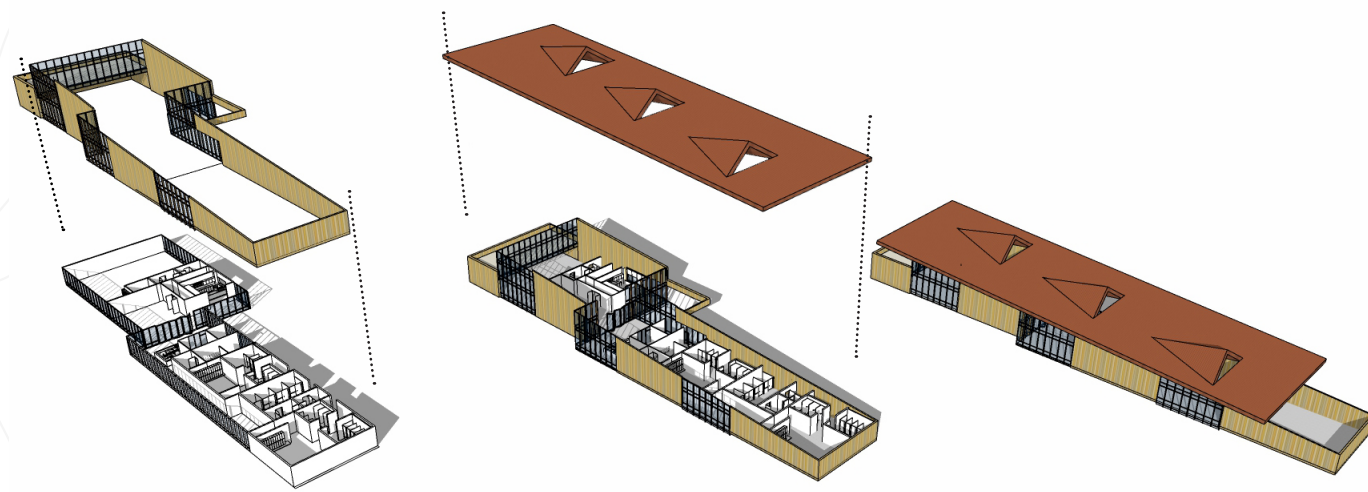


*The most sacred of buildings is one in which
the floor is the earth
the walls are the wind
and the ceiling the sky.*

Exterior: The Ouray Chalet



concept organization



Organize the bathhouse functions. Skin the building in wood siding and windows

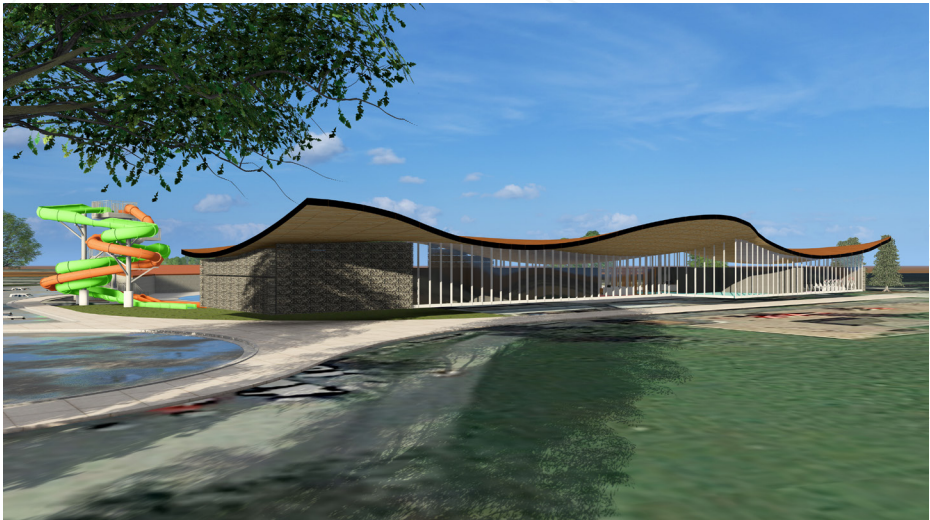
Shelter the entire building with the chalet roof, creating shade, covered balconies and overlooks





*Chalet, noun. Cha-let, sha-(,)lā
“A wooden dwelling with a sloping roof
and widely overhanging eaves, com-
mon in alpine regions.”*

Exterior: The Ripple Effect





The “Ripple Effect”, like a pebble dropped in a pond, sends waves of impact to the shore and back, creating an expanding pattern across the surface of the water.



Feedback

- **How do you feel about the look and feel of the building?**
- **Do any of the exterior concepts stand out as most appropriate for our community?**
- **Do you have any other specific feedback?**

Future Agenda Items/Work Sessions

- Work Session with Swiss Village Co-op on Draft Deed Restrictions – 4/14 at 6pm
- Work Session – Legal Training for Elected Officials & Library Expansion Project – (Date TBD, possibly April 21)
- Emergency Operations Plan – April 21
- School District/City of Ouray MOU Renewal - April 21
- Ouray Recreational Buildings & Facilities 501(c)(3) Work Session – (Date TBD, possibly May 19)
- Hazard Mitigation Plan
- Evacuation Plan
- Community Wildfire Protection Plan
- Huckstering Permit/Permit, Fees and Fine Schedule/Enforcement -May
- Joint Work Session with OIPI on Water Agreement & Long-term Planning for the Ice Park - June
- Parking Study and Bicycle usage on municipal trails (regulations for Ebikes) - June
- Restroom Cleaning and Vault Pumping Agreement Between City, OIPI, and FOVF (City to supply toilet paper but OIPI & FOVF will stock & clean)
- Dark Sky Ordinance – August/September
- Review of City Committees – October
- Business License Renewals – having issues with business's not registering/renewing
- Bed & Breakfast Discussion – wait for Community Development Director