

AGENDA
OURAY CITY COUNCIL
320 6th Avenue – Community Center
SAN JUAN ROOM
April 9, 2018
Work Session 6:00 P.M.

City of Ouray Work Sessions are a vehicle for addressing major city issues more effectively. Work Sessions are meetings open to the Public. City Council has the opportunity to focus discussions with City Staff on long-term projects or plans without taking immediate action. Citizen Communication will be provided at the beginning, although restricted during the meeting unless specifically called on by the Mayor.

- Electronic copies of the Work Session Council Packet may be available on the City website at www.cityofouray.com. A hard copy of the Packet may also be available at the Administrative Office for interested citizens.
- No Action will be considered at the Work Session
- Notice is hereby given that a majority or quorum of the Planning Commission, Community Development Committee, Beautification Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

Work Session Agenda

1. CALL TO ORDER at 6:00 p.m.
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CITIZENS' COMMUNICATION
5. HOT SPRINGS POOL
 - a. Mark Garcia consultant proposal
 - b. Heat Exchange
 - c. Pool Entrance Rates
6. CITIZENS STATE BANK – This communication is restricted to \$50,000 for public restrooms and no portion of the PUD
 - a. Brief on Round Table Public Restroom prepared for April 10
 - b. 2018 Budget Consideration
 - c. Custodial Maintenance or Lease Agreement
7. COUNTY COURTHOUSE RENOVATION
 - a. IGA
 - b. Waiver Request of Building Permit Fees
 - c. Water Right Lease for sidewalk
 - d. Legal Counsel for City/County matters
8. WATER CONSERVATION
 - a. Water saving tips
 - b. Drought Response
 - c. Should an Ordinance be initiated for Water Restriction Code Enforcement?
 - d. Regulating and metering water use 60-month implementation idea
9. OURAY ICE PARK INC. AGREEMENT DRAFT (If available)
10. ADJOURNMENT

UPCOMING WORK SESSION AND RETREAT

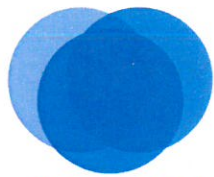
APRIL 23, 6pm – WORK SESSION PROPOSED TOPICS

Mark Garcia presentation and report	Parking Discussions
OHV Ordinance at Highway 550 at County Road 361	Ouray County Housing
Municipal Code 2-1 Revision: Code of Conduct, Telephonic Meeting Attendance, Start time of meetings, etc.	

APRIL 30, 6pm – WORK SESSION PROPOSED TOPICS

Business Licenses	Wayfinding
Public Restrooms	General Fund Revenue
Honor Volunteers	TBD-ECO Partners
TBD-Ouray Chamber and Resort Association building	

MAY 2, 9:30am – CITY COUNCIL AND DEPARTMENT TEAM RETREAT @ ALPINE BANK



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March 01, 2018

Kathleen Sickles
City Administrator
320 Sixth Avenue
Ouray, CO 81427



Reference: City of Ouray Pool and Geothermal Resource Support Proposal

Dear Katie,

My previous PSA with the City of Ouray for consulting support has expired, and per our conversation I am submitting a new proposal for continued support services. The Ouray Hot Springs Pool project is essentially complete and the Guaranteed Maximum Price contract with FCI is now in a two-year warranty period. A number of minor items are still on FCI's punchlist and are being completed. There is also some work that is needed on the pools and facilities that was not included in the pool contract or is required due to changes needed for operations. Additionally, there is work that is needed on geothermal resource and supplemental heat analysis, and Phase II (Bathhouse) planning. I would like to continue to support the City and these endeavors, and believe I can provide sound direction and support on all these issues.

Below is a list of work items that are needed and which I can lend support and assistance:

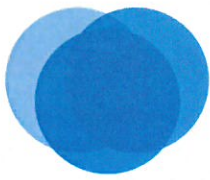
1. Supplemental Geothermal Heat Study – Work was previously completed by SGM on possible geothermal resource improvements. A final report was provided and I can share that with you if you can't find a copy. The SGM work was conceptual and now further work is needed on selecting a desired option and developing cost estimates for the preferred options. These findings will be needed to assess other supplemental heat options that would be provided through direct heat options generated through boilers and heat exchangers. There are a number of variables and ultimately a decision will be needed on the most beneficial expenses. Additionally, work is needed on further study of OX2, and Pete Foster from Wright Water Engineering has been the lead on this work. This work is needed for permit and mitigation requirements associated with OX2, but also has implications on the overall utilization of geothermal resources by the City and the pool. I have been working on both of these items to varying degrees over the last couple of years.
2. Snow Melt System for Pool Decks – This system was not included in the pool project due to time schedules and other issues. Pool deck piping is installed but equipment and space improvements are needed to complete this system. The supplemental heat issue above is also

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an important element to this project. We (City staff and I) have estimates and designs for this work but it needs final refinement and contracting for completion of the work.

3. Activity Pool and Jumping Platform Utilization – During commissioning of the activity pool in summer of 2017, it was noted that the depth of the pool may not be ideal for the intended uses from the jumping platform, and as such the platform has been closed. Several alternatives have been considered and support has been provided by DHM. Ideally, a fix and/or other improvements should be completed this spring before the busy summer season commences.
4. Splash Pad Improvements – Preliminary designs and concepts have been completed for the splash pad. Again, this work was not included in Phase I due to schedules and other issues. Work is needed on these improvements and a plan devised for completion of these improvements ideally in advance of the busy summer season.
5. Phase II-Bathhouse and Site Improvements – This Phase has been on hold while Phase I work was completed. No formal discussion with the City Council has occurred so priority and planning for this phase are unknown at this time.

The above are items that I can work with City staff on or independently if desired. I usually coordinate all work through the City Administrator and other city staff, and gain specific direction when necessary. Communication is maintained by all involved and reports are provided at various stages depending on the project. I do not have an estimate of time needed on each of these items.

I believe I bring quality service and support to the City and have done so since 2008 on a variety of projects. I work closely with City staff and City Council, and know many of the unique aspects within the City organization. I would like to continue working with the City, and moving the above projects forward. My hourly rate would be \$70, and I would submit for travel and other reimbursements.

Please contact me if you need additional information or if you have any questions. Thank you.

Respectfully,

Mark B. Garcia
Principal

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the City of Ouray (City) and the County of Ouray, Colorado, by and through its Board of County Commissioners (County) for the purpose of the City providing assistance with the refurbishment and construction associated with the Ouray County Courthouse, located within the City.

Pertinent to this Agreement are the following points:

1. The City is located with Ouray County, Colorado.
2. The County owns the Courthouse, which houses the main offices of the County, including the administrative offices, and offices of the Sheriff, Clerk and Recorder, Assessor, and Treasurer, as well as the Courts and judicial administration for Ouray County, are located within the City, but are the responsibility of the County.
3. The Courthouse is an historic landmark, important to the history of the City, and important to the citizens of both the City and the County.
3. The County is engaging in a major rehabilitation, refurbishing and expansion of the Courthouse facility, as approved by the voters of Ouray County in 2017.
4. The City and the County wish to accomplish this renovation and expansion of the Courthouse, to their mutual benefit, as visitors to the City frequently visit and tour the Courthouse as an historic landmark.
5. While the City has the authority to collect building permit fees for the construction project, such authority also carries with it the responsibilities of oversight and inspection, which the City prefers the County too assume.
6. The County and the City have the authority by law to enter into agreements with other government entities for mutual cooperation.

Therefore, in consideration of the mutual promises and covenants provided herein, which the parties acknowledge as being good and sufficient consideration for this Agreement, and acknowledge receipt of such consideration, the parties agree as follows:

7. City agrees to waive the building permit fees for all construction, renovation, and expansion of the Courthouse Project; as such Project is defined and approved by vote of the citizens of Ouray County in November, 2017.
8. City further agrees that all construction, permitting and inspection shall be under the jurisdiction and responsibility of the County, pursuant to the County and pertinent state building codes, and subject to inspection and final approval for occupancy by the County Building Inspector.
9. County agrees and warrants that all construction shall be consistent with the building codes adopted by the County as of the date of this agreement, and that all electrical and plumbing features shall be inspected and approved by the state of Colorado, as provided by law.
10. All structural plans will be approved and stamped by a registered professional engineer licensed in the state of Colorado, and will be designed to protect the public health, welfare and safety, as those standards are understood as of the date of this agreement.
11. Upon completion of the construction and approval by the County Building Inspector and such other state inspectors as are applicable, the County will provide City with "as built" drawings and copies of all inspections, permits and notations regarding the construction, including the following:

- a. All engineers certifications on plans containing structural components.
- b. A copy of all plans with architects and engineers stamps.
- c. A signed and notarized document from the Owner's Rep. stating that all work has been done according to approved, submitted and stamped plans. [One of the primary responsibilities of the Owner's Rep is to insure all work is performed according to plans.]
- d. A signed Building Permit Inspection Card and Certificate of Occupancy from the County Building Inspector that all work that would typically require inspection has been done according to approved and stamped plans.

12. The parties understand and agree that 95% of the construction is "non-structural" in nature, and requires rehabilitation of the existing structure.

13. The County agrees to indemnify and hold harmless, so far as the law of Colorado permits such, the City from any liability for claims or damage to others as a result of this construction, except for utility permits and connections provided and installed by the City or others not under contract with the County. The County further agrees to reimburse the City for any legal fees or other costs which the City may incur as a result of any claims of damages resulting from this construction.

14. County employees engaging in oversight of the construction, including the County's Building inspector, shall be considered employees of the County for all purposes, and not employees of the City, and shall be protected for all actions as though they are acting solely as County employees.

15. This Agreement may only be revised in writing upon Agreement by the parties.

16. Unless otherwise revised or terminated, this Agreement will expire on December 31, 2019.

17. In the event of any disagreement between the parties as to any provision herein, or the implementation of this Agreement, they agree to first attempt to resolve the disagreement through negotiation and informal mediation. If no agreement can be reached after sixty (60) days of such negotiation or mediation, then they agree that any action filed hereunder shall be in a court of competent jurisdiction of Ouray County, according to the laws of the state of Colorado.

18. Notices required by this Agreement shall be sent as follows:

County:

Ouray County Board of County Commissioners
Attention: County Administrator
PO Box C
541 4th Street
Ouray, CO 81427

City:

City of Ouray, City Council
Attention: Mayor Pam Larson

Ouray, C) 81427

By and For the City of Ouray:

Ouray County Board of County Commissioners:

By: _____

By _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____
County Clerk

Date: _____

Date: _____

DRAFT

Ouray County Courthouse Project

Building Permit Fee Proposal

In an effort to clarify roles, and possibly save the taxpayers money, the following outlines factors and proposals for the City of Ouray's consideration.

- A. Facts pertinent to Courthouse Restoration Project
 - 1. Cost of work approx. \$ 7,000,000
 - i. Remodel/restoration approx. \$ 6,500,000
 - ii. New construction approx. \$ 500,000
 - 2. All plumbing and electric inspected by State
 - 3. Any structural components in remodel/restoration will be designed by the architect's structural engineer. Plans will be stamped by that engineer.
 - 4. Approx. 95 % of project is non-structural

- B. City's interest [note list is an attempt to identify pertinent interests]
 - 1. Ensure that the final remodel/restoration meets standards such that employees and public are protected under health, safety and welfare.
 - 2.
 - 3. Revenue
 - i. The task of building departments addressing what components actually require inspection in a remodel/restoration of this nature is difficult.
 - ii. If the City's interest in this project is a revenue source then negotiations may not be beneficial.

- C. To cover the City's interests and liabilities, the County is proposing providing the City with the following in lieu of the City performing the inspections and collecting any associated building permit fees.
 - 1. All engineers certifications on plans containing structural components.
 - 2. A copy of all plans with architects and engineers stamps.
 - 3. A signed and notarized document from the Owner's Rep. stating that all work has been done according to approved, submitted and stamped plans. [One of the primary responsibilities of the Owner's Rep is to insure all work is performed according to plans.]
 - 4. A signed Building Permit Inspection Card and Certificate of Occupancy from the County Building Inspector that all work that would typically require inspection has been done according to approved and stamped plans.
 - 5. A recorded IGA between the County and the City indemnifying the City against any claims that may be made City as a result of construction of this project with the exception of utility permits issued by the City, State or private utility entities.

D. Procedure for moving forward

1. Negotiate details at staff level. Then submit proposal to the Governing Bodies of each entity (City and County);
2. If Elected Officials concur with the provisions, then can draft an agreement. One of the provisions of the agreement would be for both parties to waive any conflict of interest Masters/Viner may have in the matter.

E. Form of Agreement [the agreement could be roughly structured as follows]:

1. The City and the County agree that City will waive any building permits fees (with exception of permits not administered by the City of Ouray) and not be responsible for any building related responsibilities in return for the County providing the following.
2. Include indemnification language.
3. The County would provide documents as listed in C-1, 2, 3, 4, and 5 above.