

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

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

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING - Ordinance 11, Series 2022 - Snow and Ice Removal from Sidewalks
5. CEREMONIAL/INFORMATIONAL - OIPI Pre-season Report
6. APPROVAL OF MINUTES - 10/17/2022
7. CITIZENS' COMMUNICATION
8. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk
9. DEPARTMENT REPORTS
 - 9.a. City Administrator
 - 9.b. Police Chief
 - 9.c. Fire Chief
 - 9.d. Public Works Director
 - 9.e. City Resources Director
 - 9.f. Tourism and Destination Marketing Director
10. CONSENT AGENDA
 - 10.a. Special Events Permit - BPOE Lodge #492 - Turkey Bingo - Nov. 12, 2022
 - 10.b. Liquor License Renewal - Thai Chili Ouray
 - 10.c. Liquor License Renewal - Goldbelt Bar & Grill
 - 10.d. Liquor License Renewal - BPOE Elks Lodge #492
11. ACTION ITEMS
 - 11.a. Ordinance 11, Series 2022 - Snow and Ice Removal from Sidewalks - Second Reading
 - 11.b. Ordinance 12, Series 2022 - Approving a Loan from the Colorado Water Resources and Power Development Authority (Not to Exceed \$12,100,000) for the Water Treatment Plant Project - First Reading
 - 11.c. Ordinance 13, Series 2022 - Setting Utility Rates for 2023 - First Reading
 - 11.d. Consideration of New Ouray Volunteer Fire Department Member, Kyle Easley
 - 11.e. OIPI Funding Request from Ice Park CGO Fees
 - 11.f. Agreement with Buckhorn Engineering Construction Materials Testing and Inspection Services for WWTP Project
 - 11.g. Application for OEDC Membership - Frank Robertson
 - 11.h. Application for OEDC Membership - Ronnie Hineline
 - 11.i. Release and Settlement Agreement Between the City of Ouray and Moltz Construction, Inc.

12. DISCUSSION ITEMS

12.a. Discussion of City Administrator Evaluation Process and Timing

12.b. Discussion of Staff Holiday Party

12.c. Future Agenda Items

13. ADJOURNMENT

ORDINANCE NO. 11 (SERIES 2022)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING SECTION 13-6 OF THE OURAY MUNICIPAL CODE TO ADD MORE SPECIFIC REGULATIONS CONCERNING SNOW REMOVAL; AND ESTABLISHING AN ASSESSMENT AND PENALTY FOR FAILURE TO MAINTAIN SIDEWALKS IN THE WINTER.

WHEREAS, the City has significant snow fall in the winter and has historically not enforced its regulations requiring snow and ice removal from sidewalks after each snow event so that pedestrians may walk safely on City sidewalks.

WHEREAS, without adequate enforcement, many City sidewalks are inaccessible to pedestrians in the winter causing people to walk in the streets.

WHEREAS, City Council desires to implement a policy where the City shall enforce the removal of snow and ice from sidewalks and desires to establish assessment and penalty provisions to allow the City flexibility with enforcement.

WHEREAS, City Council determines it is necessary to preserve the public health, safety, and welfare to regulate the removal of ice and snow from City sidewalks.

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

SECTION 1: CODE AMENDMENT.

Section 13-6 Sidewalk Construction, Maintenance and Civil Liability is repealed and replaced as follows:

13-6 Sidewalk Construction, Maintenance and Civil Liability

- A. All City sidewalks on City property or easements shall be designed, located, sized, and constructed in accordance with standards and specifications approved by the City, from time to time. Any person constructing or replacing a City sidewalk shall obtain a permit from the City pursuant to Section 13-3-F.
- B. The owner, tenant, and party in actual possession of property abutting any City sidewalk, shall be jointly and severally liable for any failure to maintain the sidewalk in good repair and condition or replace the abutting sidewalk whenever a dangerous condition exists in City's sole reasonable discretion.
- C. The City may, as it deems necessary or appropriate, order the construction or repair to any

sidewalk. In the event the owner of the abutting property fails or refuses to make such construction or repairs in accordance with City standards and specifications, the City may cause the appropriate construction or repair of the sidewalk to be done and assess the costs thereof against the abutting property and its owner. In addition to assessed costs, an owner, occupant, or party in actual possession may be assessed a penalty for such failure to maintain.

- D. The owner, occupant, or party in actual possession of property abutting any City sidewalk shall be jointly and severally liable for any failure to remove snow and ice from any abutting City sidewalk. Snow and ice shall be removed from the abutting sidewalk within twenty-four (24) hours after a snow event with less than twelve inches (12”) of accumulated snow or forty-eight (48) hours after a snow event with more than twelve inches (12”) of accumulated snow. Removal of snow and ice means shoveling the sidewalk such that the snow accumulation is removed and using a traction agent is applied, such as sand or salt to melt ice accumulation, if necessary.
- E. The City may, as it deems necessary or appropriate, order such snow and ice be removed by posting such order on the real property. In the event snow and ice is not removed within twenty-four (24) hours after such order is posted, the City may cause the appropriate removal of such snow and ice and assess the costs thereof to the abutting property owner, occupant, or party in actual possession. In addition to the assessed costs, an owner, occupant, or party in possession may be assessed a penalty for such failure to remove.
- F. Any costs recovered for work completed by the City under this Section shall include all costs of construction, replacement, maintenance, repair, or removal including costs attributable to the use of City equipment and personnel, any out-of-pocket costs the City incurs, reasonable attorney’s fees incurred by the City related to the work or the collection of the assessment, penalty, and any other costs of collecting assessments or amounts due. All such costs shall be a lien against the abutting property which may be foreclosed by the City in any lawful manner. Such costs may be certified to the county for collection with real property taxes or may be collected in any other lawful manner. Prior thereto, the City shall notify the owner of record of the property and allow a hearing with a City representative concerning any amount proposed to be certified to the County for collection.
- F. The failure to maintain and construct sidewalks in accordance with the requirements of this section is hereby declared to be a nuisance, which may be abated by the City in any lawful manner.
- G. There is hereby created a right of action against the owners of property abutting City sidewalks on account of their failure to remove snow, ice, debris, or obstructions from abutting sidewalks, to maintain the abutting sidewalks in a safe condition, or to correct any dangerous condition of such abutting sidewalks. The owners of the abutting property shall

be civilly liable for the violation of any provisions of this section to anyone injured as a result thereby and shall be civilly liable to hold harmless, defend, and indemnify the City, its officers, employees, or contractor on account of any claim made or adjudged against the City, its officers, employees, or contractors on account of their failure to comply with the provisions of this Section.

H. It shall be unlawful to violate any of the provisions of this Section.

SECTION 2: EFFECTIVE DATE.

The provisions of this Ordinance shall become effective thirty days after publication in accordance with City of Ouray Charter 3.5(G).

SECTION 3: SEVERABILITY.

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED
on first reading by 5 to 0 vote of the Ouray City Council this 17th day of OCTOBER, 2022.

CITY OF OURAY, COLORADO



Ethan Funk, Mayor

ATTEST:



Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council this ____ day of _____, 2022.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 11 (Series No. 2022), was introduced, read, and passed by the Ouray City Council on first reading on _____, 2022. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2022, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2022, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk



Ouray Ice Park, Incorporated

PO Box 1058

Ouray, CO 81427

970.325.4288

October 15, 2022

Ouray Ice Park Pre-season Update for the 2022 / 2023 Season

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

This is the start of my third year as the Executive Director of the Ice Park. Thank you for being champions and advocates for the Ouray Ice Park. And the warm welcome, and the support that you have provided to me has been greatly appreciated. Your continued support is important for our ongoing success as we strive to maintain our status as the gravitational epicenter of ice climbing in North America.

The Ouray Ice Park, Inc. (OIP), is pleased to present to you our 2022 / 2023 Ouray Ice Park Preseason Update. We have had a busy off-season, and we are anticipating a great year of ice climbing in the Park. Let's hope the cold temperatures arrive early.

OIP Staff and Hiring

Pete Davis will continue as our Operations Manager. Pete has more than ten years of experience in the Ice Park in both the Ranger and Ice Farmer positions. Our four Ice Farmers, as well as our four Rangers from last season have all indicated that they will be returning this year. It is great to have this continuity. We also have a full-time Office Manager and Event Coordinator, Christina Lujan, as well as our Marketing Director, Bayley Wood who will be returning again this year. All in all, a very experienced and talented team.

Community Partners

The support of local businesses and community members is absolutely critical to the long-term health and sustainability of the Ouray Ice Park. This year, we have simplified the program. Just three tiers with more social media benefits to help promote the local businesses that help support the Park. Peter O'Neil and Christina Lujan are meeting one-on-one with potential community sponsors to ask for support. With the data from Professor Shawn Rohlin's Economic Impact Study, the hope is that more local businesses will be more willing to support the Ice Park now that our economic impact on the community has been demonstrated.

Membership Program

Our biggest opportunity this season is to grow our membership program. This year, we will be upgrading our membership program and enhancing member benefits. The newest benefit that we are excited to offer (on a one-year trial basis) is allowing members to enter the Ice Park 30 minutes ahead of our normal opening time.

With only 420 members last season, we really need to improve our messaging. Kitty Calhoun has also offered to record a video message, and be the spokesperson for this year's membership campaign. A core part of our message: Yes, admission to the Ice Park is free, BUT, truly nothing in this world is really free. There is a cost to making the Ouray Ice Park what it is each season. It's the same messaging that National Public Radio (NPR) uses so effectively. The whole staff team (and the board of directors) will be trained on delivering the message, so that we can have many more champions, many more advocates, out there encouraging climbers (and non-climbers) to support the Park. And importantly, a strong membership base is also critical to the long-term sustainability of OIPI. It will also serve as one of the platforms from which we can launch the public phase of our capital campaign fundraising effort, **Our Water Our Future**.

Love Your Gorge Event

The annual Love Your Gorge Event is an important part of our long-term sustainability initiative for the Ice Park. Our fifth annual Love Your Gorge Event, in partnership with the Uncompahgre Watershed Partnership, was partially funded by the Frank L. Massard Trust. The event was held on Saturday, September 17, 2022 and we had 36 volunteers, more volunteers than ever before. Interestingly, most of the volunteers were NOT ice climbers, but just interested community members who wanted to give back. We chipped tree branches and spread mulch, eliminated a huge number of noxious weeds, removed accumulated debris from the bottom of the river gorge, and picked up trash throughout the Park, including along the Box Canyon Road. Lunch was donated by the Ouray Grocery, and celebratory beers were provided by Ouray Brewery.

Infrastructure Improvements

We continued to work on Ice Park improvements during the off-season. The most noticeable improvement is the new "stairs" down into the School Room. They will provide an easier and safer way — especially for beginners — to descend down into the Park. Volunteers also helped to install a new set of stairs down to the comp tower viewing platform, a sloped hillside that has always been slippery for spectators to access safely.

When the Ice Farmers and Rangers return in November, new yelomine pipe will be added to some historic climbing areas, like Shit House Wall. In addition, a new wooden walkway will be installed on top of the penstock along the new Cliffs section of the Park.

Fundraising and Our Water Our Future Capital Campaign

We have pivoted from the "quiet phase" to the "public phase" of our \$1.1 M capital campaign, "Our Water Our Future." To date, during the quiet phase, we have received approximately \$600,000 in contributions from private foundations, GOCO, and philanthropic individuals. In addition, we have been awarded a \$200,000 grant from the State of Colorado that is contingent on the completion of a NEPA report. With this strong momentum, we will now be reaching out to the climbing community to help us complete the campaign.

Events for the Ice Season 2022

We are planning to host three different events this season:

1. **The "All In Ice Fest" January 5 - 8**
2. Once again, the "traditional" in-person Ouray Ice Fest (its 28th year) January 19 - 22

Ice Fest Clinics

The Ouray Ice Park is a destination for all levels of ice climbers, from beginners to advanced climbers. For many, it is a place to learn new skills and refine their climbing technique. The Ouray Ice Park is very much an educational ice climbing venue. This year we will be offering Ice Fest branded clinics on **TWO** long weekends, AND we will be bringing back the in-person clinics during Ice Fest. Once again, we hope to work with four local guiding services to provide clinics, including: San Juan Mountain Guides, Peak Mountain Guides, Basecamp Ouray, and Cirque (Ridgway) during the Ice Fest, as well as during the All In event. Our belief is that we can “grow the pie” for everyone if we work with several local guiding outfits, rather than with just one. And more climbers will be able to participate in clinics.

All In Ice Fest

This year, we are once again supporting, as the fiscal and operational sponsor, the All In Ice Fest. Liz Sahagun the driving force behind this event, is the Program Director and she is being heavily supported by Christina Lujan. The vision for the All In Ice Fest is to foster a community of ice climbers, guides and creatives from marginalized communities (BIPOC and LGBTQ+) to increase equity, access, and diversity in the outdoors. The goals of All In are to: (1) grow the community by providing clinics and access to gear so that climbers have opportunities to develop and advance their skills. (2) provide professional development by recruiting experienced guides and apprentice guides, and (3) celebrating themselves by inviting speakers and creative types, and hosting social events to build community and inspire climbers. Once again, the Ouray ice Park has the opportunity to step in to take a leadership role to insure the success of this important event.

Regarding All In, Why Are Affinity Spaces Important For Marginalized Communities?

“It’s no secret that climbing, as a sport, is homogeneous. The American Alpine Club’s State of Climbing Report cites a 2018 survey that indicates that AAC membership is overwhelmingly white people (85%) and men (72%). Non-members of the AAC who took the survey were also vast majority white (82%) and men (57%). Similarly, a 2014 Outdoor Industry Association survey reports that among outdoor climbers, men outnumber women two to one (67% men, 33% women; statistics for other genders were not included in this report). This report confirms what can be observed at most gyms and crags around the country: the climbing and snow sports community is predominantly white men. For folks who fall outside of these demographics—women, queer people, trans people, people of color, or people with any combination of these identities—it can be difficult to access climbing instruction and mentorship. These difficulties arise from negative experiences in climbing and outdoor recreation that make people feel unwelcome—and unsafe—because of their gender, race, sexual orientation, or other identities.

Across identities, safe and dedicated learning environments are essential for learning and developing the skills associated with mountain guiding. In creating these environments, the AMGA considers diversity and inclusion to be a risk management issue. Physical and emotional risks are inherent to climbing and skiing. Mountain guides are trained to evaluate and manage the physical risk and safety of terrain, weather, and technical systems. However, the emotional risk is a bit more complex. Some emotional risk is part of the appeal of climbing—we push past fear and discomfort to finish a climb and experience the joy that accompanies a send. But, emotional safety should be prioritized when it relates to participants’ social interactions within a group, and to how their personal history and identity shape the way they participate in a learning space. When educational spaces are designed without the emotional needs of underrepresented identity groups in mind, they often alienate and hurt the students they’re trying to serve.

Affinity courses bridge this gap to create an intentional and dedicated learning space for underrepresented groups. Instructors for these courses hold underrepresented identities in outdoor recreation, as well as demonstrated commitments to diversity and inclusion. And, the benefits are clear. A participant in the Women's SPI course reported that it "[gave me a place to do what I love AND be accepted for who I am.](https://amga.com/affinity-courses/)" <https://amga.com/affinity-courses/>

Traditional In Person Ouray Ice Festival

The "traditional" in person Ouray Ice Fest is back for its 28th year. Based on the response that Bozeman has already received for their ice fest this year, we anticipate another huge influx of climbers into Ouray for our fest.

We have spoken with all of our sponsors from previous years, as well as some new ones. With only one exception, every sponsor is excited about returning to Ouray.

For sponsors, the benefits of the Ice Fest will include:

- Tent placement in the Expo Area.
- Opportunity to demo products to over 3,000 outdoor enthusiasts PLUS opportunity to sell products.
- Opportunity to sponsor clinics operated by multiple local guiding companies.
- Exhibition-style competition with in-person viewing.
- Opportunity to sponsor a festival event with in-person and/or virtual media presentations.
- Evening events to take place at the Wright Opera House
- Virtual silent auction.
- Other web, email, and social media marketing opportunities.

A big opportunity this year is to figure out how to connect the Ice Fest to the town, and drive traffic to local businesses. We would welcome the opportunity to collaborate with the City of Ouray marketing and communications staff members to figure out the "how to."

UIAA North American Ice Climbing Event

A UIAA event will NOT happen this year. Last season, the State of Colorado OEDIT stepped up to provide the majority of the funding for this event, including the funding of the live stream broadcast. That source of funding is not available this year, and we have not been able to secure another source of funding. We are in discussions with the UIAA and the American Alpine Club (AAC) for a UIAA sanctioned event in 2024.

Commercial Use Allocations for the 2022-2023 Season

This year we added one additional CGO to the list of Commercial Guiding Operations, which takes the number from 13 to 14. This is a "local" guiding service from Silverton, and in their first year, they have only been approved for week-day guiding, not weekends. We have decided to hold the allocations for all CGO's to the same number of days that they had last year. It is our belief that continuing to increase the number of service days every year, is potentially setting up both OIPI and the CGO's for a rude awakening if we have a poor season in the near future. We presented this line of thinking to all the CGO's during a Zoom meeting in early September, and they seemed very understanding and amenable to this plan.

Follow Up

I would be happy to present this report in person at an upcoming city council meeting, so that I can provide additional details and answer any questions.

Respectfully submitted,

A handwritten signature in blue ink that reads "Peter A. O'Neil". The signature is written in a cursive, flowing style.

Peter A. O'Neil
Executive Director

WWW.OURAYICEPARK.COM | INFO@OURAYICEPARK.
COM

Ouray City Council Regular Meeting

Monday, October 17, 2022 6:00 PM

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

Ethan Funk: Present

Tamara Gulde: Present

Peggy Lindsey: Present

Josh Smith: Present

K. John Wood: Present

Also present were: City Administrator Silas Clarke, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, City Resources Director Rick Noll, Police Chief Jeff Wood, Community Development Director Lily Oswald, 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. Consideration of a Request from Councilor Peggy Lindsey to Participate in this Meeting Remotely, per Resolution 14, Series 2022 - Remote Participation Policy for Council Members

Motion to allow Councilor Lindsey to participate in the meeting remotely. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Abstain (With Conflict), Josh Smith: Yea, K. John Wood: Yea

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

5. CEREMONIAL/INFORMATIONAL

6. APPROVAL OF MINUTES - October 3, 2022

Motion to approve minutes as presented. This motion, made by K. John Wood and seconded by Josh Smith, Carried.

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

7. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. John Hart asked the Council to consider the recent inflation during budget discussions about staff wages. Mr. Hart asked why the Ice Park does not pay a water bill, and requested that the city spray water on the roads around his house on Oak Street. Mr. Hart also mentioned a grant possibility for street paving that the city should look into. Mayor Funk closed the floor.

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

- *Councilor Gulde - CEDC meeting will be reported by Ms. Oswald, since Councilor Gulde was out of town at the time. The next meeting will be on November 10th. A business roundtable will be held on October 26th. An IPAT meeting is coming up on October 26th. The Tri-Agency Dinner will be on October 27th in Ridgway. Virtually attended ORRCA (Ouray Region Recreation Conservation Alliance) meeting on October 12th. Councilor Wood mentioned "America's Outdoor Recreation Act" currently in congress that could provide funds and structure for ORRCA.*
- *Councilor Lindsey - Beautification committee met on October 5th, potentially hiring a contractor to hang Christmas lights. Talking about an ore cart "adoption" program where citizens decorate their cart for autumn and then Christmas. The next meeting will be on November 2nd. Continuing working on the Riverwalk on Tuesdays and Thursdays through the end of October.*

- *Councilor Wood - TAC meeting held on October 11th to review applications for LOT grants. Report will be finalized tomorrow at their regular meeting. They are funding the majority of requests, and spending around \$2000 less than 2022 spending. Ice Park's closed (non-public) board meeting is next week.*
- *Mayor Pro Tem Smith - Gunnison Valley Transportation group meeting was cancelled. PARC met and reviewed budget considerations, which have now been submitted. The next meeting will be November 1st.*
- *Mayor Funk - Unable to attend ORRCA meeting, but attended a setup meeting the week before. The group is looking to get 501(c)(3) status and ramp up meeting schedule. Held an arts group meeting to discuss forming a new arts organization to use the building across the street from the Western, since the owners are interested in promoting the arts with that building.*

9. DEPARTMENT REPORTS

a. City Administrator

Mr. Clarke thanked Ms. Drake for her work on budget while he was out of town. Staff salaries are budgeted to be increased by 9%, 7.7% for cost of living increase and 1.3% for merit raises, and all revenues (Pool, Box Canon and Sales tax) were calculated 8% lower than 2022. Mr. Clarke introduced John Moore, the new IT assistant. Communications and Community Engagement Coordinator Ms. Bailey's report is included in the packet.

b. Director of Finance and Administration

August sales tax activity is less than one percent above last August. Decrease in rooms available and revenue compared to August 2021. Excise tax received to date is \$372,142.81. The Pool and Box Canon saw revenue and visitation increases over September last year. The Visitor Center has sold over \$5,500 in concessions so far.

c. Community Development Director

Ms. Oswald gave an overview of her report. Councilor Wood said that the Reimagine Destinations workshop hosted by the Colorado Tourism Office would be happening on October 25th, and is open to the public. There is also an event the night before at Sauvage Spectrum for anyone who is not able to attend the workshop.

d. Information Technology Director

Mr. Willis gave an overview of his report.

10. CONSENT AGENDA - Special Events Permit Application- Ouray Mountain Rescue Team, Don Fehd Memorial, Nov 12

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

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

11. ACTION ITEMS

a. Ordinance 11, Series 2022 - Snow and Ice Removal from Sidewalks - First Reading

Motion to approve Ordinance 11 with one change in section d in the last sentence after the last "and", "a traction agent is applied, such as sand or salt to melt ice accumulation, if necessary". This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

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

City Attorney Ms. Viner introduced the ordinance. Councilor Gulde felt the ordinance encompassed the work session results well. Mayor Pro Tem Smith noted the traction agent language should be updated. Council discussed methods of notifying citizens. Councilors Wood and Lindsey had no changes. Mayor Funk asked why the language read "a penalty may be assessed". Ms. Viner said the language is written that way in order to allow reference to a resolution that sets the fines without putting the penalty in the ordinance. The resolution can specify different penalties for first offense, second, offense, etc and leave room for staff discretion. Council discussed the resolution being structured as such: one warning, \$100 for the second offense, and \$150 per offense thereafter.

b. Agreement for Holiday Lighting

Motion to approve the beautification committee's request to hire a contractor to purchase and hang winter decorations for the city. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
Robert Stauffer said the committee wants to decorate the north entrance of the city more, and this agreement would have the City purchase the lights and have the vendor set up, maintain and take down the decorations, as well as summer storage of the decorations.

12. DISCUSSION ITEMS

a. Take-out & Delivery of Alcohol

Councilor Wood is in favor of waiting for the State to establish their additional to-go permit process, and to only move forward if the City wants to add any additional requirements. The council directed Ms. Viner to research the State's rule and bring it to a future council meeting for future discussion.

b. Snow Removal in Parking Areas on Main Street

Mayor Pro Tem Smith said a citizen and business owner brought up the idea of the city clearing snow from parking spots one block in each direction of Main Street in addition to Main Street parking being paid for using LOT funds. Mr. Clarke said additional money can be put in the budget to hire contractors to help haul away snow, but said he'd prefer taking that money out of the general fund because of all the other requests for LOT funds.

c. Requirements for Tourism Advisory Committee Membership

Councilor Gulde recommended adding business registration as a requirement for appointment to the committee. Councilor Gulde also suggested that TAC review and update their strategy document.

d. Future Agenda Items

- o *FAMLI Insurance*
- o *Geothermal options for pool*

Work session scheduled Monday, November 7th, from 3:00-5:30 pm.

13. ADJOURNMENT

Motion to adjourn at 7:55 pm. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

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

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, October 17, 2022. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, October 17, 2022.

Melissa M. Drake, City Clerk

**CONSTRUCTION MANAGER AT RISK
REQUEST FOR PROPOSAL (RFP)**

FOR

**CITY OF OURAY
GWUDI WATER TREATMENT PLANT IMPROVEMENTS**

NOVEMBER 2022

EE Job No.: 0111.0001

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ATTACHMENTS

Attachment A Proposal Form

Attachment B Example EJCDC Contract Documents

Attachment C 90% Construction Documents Containing:

90% CMAR Plans for Construction (Element Engineering, September 14, 2022)

90% CMAR Technical Specifications (Element Engineering, August 2022)

GESC Plan and Details (EV Studios, September 14, 2022)

Geotechnical Evaluation (Ground Engineering, October 21, 2022)

Structural Calculations (EV Studios, September 9, 2022)

Retaining Wall Calculation Package (EV Studios, September 8, 2022)

Water Tank and Infrastructure Project Record Drawings (SGM, January 23, 2012)

Field Wiring Diagrams (Filter Tech Systems)

1 INTRODUCTION

The City of Ouray (City, Owner) is requesting proposals from Construction Manager at Risk (CMAR) firms to provide design phase and construction phase services for the City of Ouray GWUDI Water Treatment Plant (WTP) Improvements Project (Project).

The city has engaged Element Engineering to provide design, permitting, CMAR bidding, and funding coordination. Element and the city have completed 90% construction documents. These documents include construction plans, technical specifications, geotechnical analysis, structural calculations and retaining wall calculations. The project generally consists of three (3) 700 gpm ultra-filtration skids, a 60-ft x 100-ft pre-engineered metal building, a 1-million-gallon pre-stressed concrete water storage tank, re-coating of the exterior of the existing raw water storage tanks, and all associated yard piping, chemical feed systems, controls, electrical HVAC, retaining walls, and civil site work.

Due to challenging site restraints the owner wishes to engage with a CMAR firm to partner with in finishing project development, including input on construction staging, site layout, design, and finally construction of the project.

2 BIDDING SCHEDULE AND SUBMITTAL OF PROPOSALS

A mandatory pre-bid meeting will be held at the City of Ouray City Hall (320 6th Avenue, Ouray, CO 81427) on **December 8, 2022, at 11:00 AM**. A site visit to the project location will follow.

Proposals from interested firms must be received electronically in PDF format by Element Engineering (Engineer) by the proposal deadline of **January 10, 2022, at 4:00 PM**. Proposals shall be emailed to the following address: nmarcotte@elementengineering.net. Proposals received after this time will not be accepted. It is the responsibility of the interested firm to ensure that the proposal has been received by the Engineer. Proposals shall be emailed in a single PDF and be no larger than 10 MB in file size. Dropbox, Google Drive, or other file sharing methods are acceptable if file sizes exceed 10 MB. Proposal emails shall contain the subject line “[CMAR Firm Name] Proposal – Ouray WTP”. No hard copies of proposals will be required.

Selection and award of the CMAR contract by the Owner will occur shortly after firms are evaluated. The Owner may or may not choose to interview firms after proposals are received and reviewed. Proposals shall be guaranteed for a period of 60-days.

3 QUESTIONS

All questions pertaining to this RFP shall be directed to Nicholas Marcotte, P.E. in writing via email at nmarcotte@elementengineering.net Questions received after the deadline to request clarifications of documents will not be answered.

4 SCOPE OF SERVICES: CONTRACTOR

4.1 CONTRACTOR DESIGN PHASE SCOPE OF SERVICES

The Owner intends to contract with the selected CMAR firm to assist the Owner and Engineer in finalizing the design and developing the construction documents for the proposed project. The Owner will evaluate proposals and select the CMAR firm based on design phase cost, firm qualification and experience, safety record, the team assigned to the project as well as past CMAR work and construction performance.

The selected CMAR firm will be provided separate contracts for design and construction. The proposed scope of services for the design phase is as follows:

- Provide a Final Lump Sum GMP based on constructability reviews and value engineering based on the provided 90% design. Note that project is funded by the Colorado Department of Public Health and Environment (CDPHE) State Revolving Fund (SRF) Program. The project is also funded by the Bipartisan Infrastructure Law (BIL) funding. Therefore Davis Bacon, American Iron and Steel, and Build American, Buy American provisions apply, along with all other CDPHE SRF requirements..
- Identify expected subcontractors and material suppliers that will be invited to bid and/or provide pricing and/or services for the project.
- Participate as a member of the project team in the completion and approvals of required permits for design and construction including evaluating building code compliance issues.
- Prepare and maintain a risk register to assist the team in brainstorming, identifying, and mitigating potential project risks.
- Prepare a detailed construction schedule with 90% GMP submittal.
- Participate in collaborative meetings and provide services detailed in *Proposal Format and Content, Section 4: CMAR Cost Proposal* (detailed in this RFP).

4.2 CONTRACTOR CONSTRUCTION PHASE SCOPE OF SERVICES

The Owner will enter into an Owner-Contractor agreement using the 2018 EJCDC Agreement Between Owner and Contractor (Stipulated Price). The proposed scope of services for the construction phase is as follows:

- Provide a performance and payment bond and proof of insurance as required in the Contract Documents.
- Provide qualified construction management, superintendent, construction crews, subcontractors and construction services for construction of the project including successful startup of new facility operation.
- Prepare and submit pre-construction items such as a construction schedule, schedule of submittals, and host and chair a pre-construction meeting.
- Host and chair weekly (or less frequently, if agreed to by Owner) construction progress meetings. Provide meeting agenda and meeting minutes.
- Prepare and maintain a detailed construction schedule.
- Coordinate and contract with necessary subcontractors and suppliers (the Owner is not a party to subcontractor and supplier contracts).

- Erect and maintain temporary construction facilities, erosion control measures, and maintain best management practices for stormwater and erosion control.
- Prepare and revise (as necessary) detailed submittals, prepare RFIs as necessary, respond to work change directives, and prepare change orders, as necessary.
- Provide construction QA/QC services and testing. The contractor shall be responsible for engaging and paying for concrete and compaction testing services, all special inspections, and retaining wall inspections.
- Provide startup services including commissioning and training.
- Maintain insurances as required by the Owner and as detailed in the Contract Documents.
- Provide close-out documentation including operation and maintenance manuals, detailed record drawings, equipment warranties, and mechanical lien releases for all subcontractors and suppliers.

5 SCOPE OF SERVICES: ENGINEER

As part of the project team Element Engineering, LLC and its subconsultants will be responsible for coordinating the design, design progress reviews, preparing a coordinated set of Final Design Documents, and limited construction phase engineering services. The Engineer’s scope of services is as follows:

- Design Phase:
 - Organize a project kickoff meeting, subsequent design progress meetings, and produce drawings, specifications, and contract documents.
 - Present detailed project scope, request and review CMAR’s GMP, and participate in GMP negotiations as necessary.
 - Review and respond to CMAR progress reviews and value engineering proposals.
 - Assist owner with project funding through state funding agencies.

Note: The project is fully approved by the CDPHE.
- Construction Phase
 - Attend construction progress meetings (either in person or by phone).
 - Provide construction observation and management services as requested by the Owner.
 - Review and respond to pay applications, submittals, RFIs and change order requests.
 - Recommend substantial and final completion dates.

6 PRELIMINARY PROJECT SCHEDULE

The preliminary project schedule is outlined below. This schedule may vary based on items such as CDPHE review time, subconsultant and vendor submittal dates, and Owner wishes.

| | |
|---|-----------------------------|
| RFP Release Date | November 14, 2022 |
| Mandatory Pre-Bid Meeting | December 8, 2022, 11:00 AM |
| Last Day to Request Interpretations of the Documents | December 16, 2022, 11:00 AM |
| Proposals Due (via email to nmarcotte@elementengineering.net) | January 10, 2022, 4:00 PM |
| Anticipated Design Phase CMAR Award | January 17, 2022 |
| Design Completion/Submit Final GMP (Estimated) | March 2023 |
| Construction Start (Estimated) | March 2023 |
| Construction Complete (Estimated) | May 2024 |

7 PROPOSAL FORMAT AND CONTENT

The proposal shall include the following content. The CMAR firm shall assume the project cost is \$12,000,000 and construction will take approximately 380 calendar days.

- Section 1: Cover letter including legal name of CMAR firm, contact person for this project, and contact information (phone, address, email).
- Section 2: Typical CMAR Project Approach and Scope of Work
- Section 4: CMAR Cost Proposal: Completely fill out the Cost Proposal sheet (**Attachment A**).
 - Provide itemized hourly rates for proposed key project staff for assistance to the project team during the design phase of the project. Present these rates in a unit pricing format for each of the CMAR's representatives, staff members, and/or subcontractors that are proposed to participate as members of the project team.
 - Design Phase Services: Provide a total design phase budget based on the following:
 1. Project Kickoff Meeting: One (1) meeting, 2-hours
 2. Project Team Conferences: 2 virtual conferences (Teams, Zoom), 2-hours each at 90% plan review phase to provide design input and present GMP.
 3. Twice Monthly Pre-Construction Progress Meetings: 6 virtual conferences (Teams, Zoom).
 4. In-house project estimating services: 80 hours
Note: 80 hours is used as a basis of comparison between proposing firms and may be adjusted during the actual design phase.
 5. Other costs if the CMAR considers inclusive of design phase services including reproductions, lodging, and travel time. Identify any additional costs in the design phase services cost proposal.
 6. VR Model of Facility: Provide as a separate, optional line item (optional to the owner to select and pay for) a virtual reality (VR) model of the facility for the owner, engineer and CMAR to utilize and explore. Engineer will provide electronic 3-dimensional model of the facility.
 - Construction Phase Services: Provide a detailed outline of the manner in which the GMP will be determined for the construction phase of the project. At a minimum provide the following:
 1. Itemize by unit labor cost for personnel on CMAR's staff expected to be involved in the project (cost per hour by job title or labor classification).
 2. Provide the percentage of the CMAR's general overhead required to be compensated during the construction phase. Include detail on how the percentage is derived.
 3. Describe the approach to developing a cost to complete the project and how it affects design input.
 4. Provide a detailed description and manner of determination of the CMAR's fee and profit factor desired to be attained and priced in the GMP.

5. Provide an itemization of CMAR's overhead, fee, and/or profit to be applied to both materials and subcontractor costs incorporated into the project.
6. Provide an itemization of the CMAR's proposed equipment and temporary facilities to be used/installed at the project site together with applicable unit pricing proposed for compensation throughout the project. Examples: vehicles, field office, storage facilities, dumpsters, toilets.
7. Describe the approach, general facilities, and basis of compensation for construction and maintenance of a temporary power system during construction.
8. Describe any additional cost elements or factors applied to project labor, materials, equipment, or subcontractor's costs to determine the GMP.
9. Describe contingency, how it is managed, and use of contingency.
10. Itemize and describe the rates and/or other cost factors in providing comprehensive general liability, auto liability, and builders risk during construction.
11. Describe and itemize the rate applicable to this project which will be utilized to determine the payment and performance bond premiums for this project.
12. Itemize those factors involved in change orders, contract modification order and/or adjustments to the GMP including supervision allowance, labor and materials markup, and overhead and profit percentages.

Note: Proposals must submit the above information and CMAR firms are expected and required to have an open book policy on all pricing of work.

- Section 5: Project Team and Firm Qualifications
 - Provide at least five (5) recent and similar projects where the firm has provided CMAR services. Provide points of contact for Owner and Engineer for each project.
 - List CMAR's key personnel to be assigned to the project. It is expected that key personnel will remain throughout the design and construction phase of the project, unless mutually agreeable arrangements are made.
 - Provide an organizational chart for the firm.
 - Provide resumes of key personnel.

- Section 6: Safety: Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last three years. Provide a narrative of the firm's safety program.

Prior to entering into a contract, the selected firm may be asked to submit a financial statement, banking reference, and bonding and insurance company information. Each proposer is recommended to have this information prepared if it is requested by the Owner or Engineer for review.

8 CONDITIONS OF PROPOSAL

All proposing CMAR firms shall comply with the conditions and requirements of this RFP:

1. The proposal must be signed by an authorized official from the proposing entity.
2. Pricing in the proposal must be valid for 60 days after the proposal date.
3. The Owner reserves the right to reject any and all proposals or any part thereof. This right further allows the Owner to award the proposal to the most responsive and responsible proposing CMAR firm as deemed in their best interest.
4. Addenda: The proposal must indicate approval of any issued addenda. List all addenda below by date received and indicate approval by initialing next to each addenda number.

5. The Owner may extend invitations to interview selected firms during the selection process.
6. The selected CMAR firm will be required to enter into a CMAR Contract with the Owner for Design Services and an Owner-Contractor agreement for Construction Services. A sample copy of the Owner-Engineer agreement is included as an attachment to this RFP (**Attachment B**). Submitting firms are required to review this agreement and provide written evidence of their willingness to execute this contract.
7. Proposals shall follow the format prescribed below and will be evaluated by the Engineer and Owner.

Attachment A – Proposal Form

| Item No. | Description | CMAR Entered Value (\$ or %) |
|----------|---|---------------------------------|
| 1 | Lump Sum Price for Design and Constructability Services | |
| 2 | *Lump Sum Price for General Conditions Associated with Project | |
| 3 | Percentage of Subtotal of the Overhead and Profit Associated with Project | |
| 4 | Percentage of the Subtotal of the Insurance Associated with Project | |
| 5 | Percentage of the Construction Subtotal for Bonds and Insurance Associated with Project | |
| 6 | Percentage of Labor Costs for the Small Tools Associated with Project | |

*Minimum services for this line item include project superintendents, project management, supportive staff, labor, travel, housing, and burden/insurance for management staff to fulfill full CMAR responsibilities (see 4.2). Also included are temporary facilities such as CMAR offices, trash removal, toilets, and site security.

Attachment B – Example EJDC Contract Documents

Attachment C – 90% Construction Documents

City of Ouray Police Department

October 2022

For the month of October 2022 OUPD ran approximately 445 calls for service. By comparison we ran 362 calls for service in October 2021.

This month's calls included:

- **261 Patrol checks**
- **22 Parking complaints** (last month's was 44)
- **7 Bear calls** (last month's was 23)
- **16 VIN inspections** (last month's was 2)
- **15 Bar checks** (same as last month)
- **2 Criminal Mischief reports**
- **2 Theft reports**

Recent Events:

The Ouray Police Department, Ouray County Sheriff's Office and the Ridgway Marshal's Office attended training at the Ridgway School for school emergencies. We also completed a lock down drill (SECURE stage) at the Ouray School which was very successful, several of the issues we had identified in last year's drill had been addressed and remediated. Additional minor issues were identified on this drill and the school will be working to resolve them.

Upcoming Events:

We are again hosting the annual Stuff a Cruiser food drive. We have partnered with the Ouray School Art Class in designing this year's promotional poster. We will be collecting food and financial donations any time from now until November 22nd. Drop off is at City Hall.

Fire Department Report for October, 2022

10/29/22

Started our annual Fire Prevention Day. Had around 150 people come to our event on Saturday. Next year we will plan for the first week in October to have warmer weather. Was a great event.

2 new members went to fire school in Ignacio

Calls on report will now reflect the prior month.

9/2 Fire 4ffs 1 hour

9/4 Overdue Party 3 ffs 1 hr

9/5 Accident 4 ffs 1 hr

9/7 Accident 5ffs 2 hrs

9/7 Fire 4 ffs 1 hr

9/8 Accident 4ffs 1hr

9/10 Fire 4 ffs 1hr

9/11 Smoke showing 5 ffs 1hr

9/12 Agency Assist 2 ffs 1hr

9/13 Smoke showing 4 ffs 1hr

9/14 Accident 5 ffs 3 hrs

9/15 Fire 5 ffs 1hr

9/16 Accident 5 ffs 2hrs

9/24 Fire 4 ffs 1 hr

9/25 Fire 3ffs 1hr

Public Works October 2022 Update

Water

- Water Usage Numbers for **September**:
 - Influent (Water from spring) – 47,656,768 Gallons
 - Effluent (Water to town) – 21,516,610 Gallons
 - Micro Hydro Plant – 16,866,064 Gallons
 - Mineral Farms – 316,000 Gallons
- On March 2, 2021, the City's drinking water source, Weehawken Spring, was reclassified as ground water under the direct influence of surface water (GWUDI). Based on this reclassification, the City was provided eighteen (18) months to design and construct a new water treatment facility with filtration. This construction timeline was acknowledged by both the City and the Colorado Department of Public Health and Environment (CDPHE) as unrealistic. Since notice of the drinking water reclassification, a great deal of progress has been completed per the state mandate. The City hired an engineer, completed 90% design plans, obtained a State Revolving Fund loan in the amount of \$7.1 Million and has received two grants in the amount of \$5.7 Million for the project. Construction is scheduled to begin in the spring of 2023 and is planned for completion during the spring of 2024. To ensure our drinking water remains safe, Public Works is sampling our water supply twice a day, seven days per week, to ensure the mandated chlorine levels remain in compliance with the CDPHE guidelines. Reports are submitted monthly for CDPHE inspection. This additional chlorine will remain at the increased level until the new filtration system is completed. In order to stay in compliance with CDPHE, the City is required to send a notice to all customers that we have not met the eighteen-month timeline. The language in the letter is mandated by CDPHE. In addition, letters will be sent to customers every 90 days beginning on November 2nd 2022 until the completion of the new water treatment facility. This is also mandated by CDPHE.
- City staff collected the fifth round of water samples for the Measurable Results Program. The Measurable Results Program systematically and scientifically measures the water quality improvement derived from the implementation of new treatment technologies funded through the SRF (State Revolving Fund). The program will monitor the Uncompahgre River and wastewater effluent prior to the new Wastewater Treatment Plant and then a similar monitoring strategy will be used after the new Wastewater Treatment Plan is operational. Data collected in both phases will be compared to determine water quality changes. The City will benefit from the water quality characterization of their receiving stream, receive all data collected and could potentially be showcased as a success story.
- Continued to monitor and sample chlorine residuals at the two entry points of the distribution system. The City has been in compliance and meeting all CDPHE requirements.

Sewer

- Construction continues to move forward on the new wastewater treatment plant. Demo of the wetlands and removal of the liner has been completed. The EQ basin slab has been poured, the Moving Bed Biofilm Reactor (MBBR) slab is scheduled to be poured on 11/03/2022. Work on the digester slabs will begin in November. Aslan Construction will continue to move forward and is planning on working as much as they can until weather forces them to stop.



Sewer

- For the month of August, the City of Ouray received a compliance advisory for reported effluent violations. The violation is due to high levels of Biological Oxygen Demand (BOD). In wastewater, BOD is a measure of the amount of oxygen required to remove waste organic matter from water in the process of decomposition by aerobic bacteria (those bacteria that live only in an environment containing oxygen). Higher BOD indicates more oxygen is required, which is less for oxygen-demanding species to feed on, and signifies lower water quality.
- Continued to clean head works two to three times daily.
- Continued to skim lagoons of debris as needed.

Streets

- Removed planters and mining equipment from HWY 550 (Main St).
- Removed pedestrian crossing signs from HWY 550 (Main St) for the winter season.
- Grade roads and cleaned intersections throughout town as needed.
- Worked on drainage along Oak St. Added some more road base and graded Oak St where needed.
- Installed no parking signs along HWY 550 (Main St) for wintertime parking.
- Crews have begun getting trucks and heavy equipment ready for the winter season.

City Resources Department

November 7, 2022

- The Floating Pumpkin Patch at the Hot Springs Pool was a success. This is a new event, started this year.
- Fall swim lessons have been popular. There were 10 youngsters in the Baby Otter swim session.
- This fall the Hot Springs Pool is operating with shorter hours on Tuesdays because of cooler weather and reduced geothermal water flows when OX2 is shut off. Currently the Hot Springs is open between noon and 4 pm on Tuesdays. Other days of the week the Hot Springs Pool opens noon to 9 pm for general public admission and is open to members only 11 am to noon.
- Thermal blankets are being used at night to conserve heat. The goal is to maintain a hot pool with at least 100 degree water and the lap lanes at 75 degrees or higher.
- Sprinklers at the Hot Springs Pool have been blown out and winterized.
- There are several positions currently open at the Hot Springs Pool. These include: Assistant Manager, Lead Customer Service Associate, and Lifeguard positions. Lead CSA interviews were conducted this week.
- The Pools Special Initiative 2022 Grant, from DOLA, has been fulfilled and the final report submitted. Seven lifeguards took advantage of the hiring incentive available through the Workforce Center in Montrose. All summer employees at the Hot Springs received an hourly bonus for each hour worked Memorial Day through Labor Day. Employees also received a Ouray Hot Springs logo hoodie. Costs for the bonus and hoodie came from the grant. There was no requirement for a City match. These incentives helped keep employees through the summer and likely prevented the pool from having to operate with reduced hours or full day closures in August.
- Students from Ouray Middle School came to the Hot Springs in October for water safety classes. Pool staff is working with Ouray Schools staff to offer programs and activities that are meaningful for students living in a community with a hot springs pool. It is anticipated that some of these students will develop a love for swimming that will result in future employment at the Hot Springs.
- Staff have been contributing to the development of the 2023 budget.
- There is a cracked window in the Massard Room. This window is covered by warranty and will be replaced by the installer.
- A regulator in the Community Center heating system was replaced. This has improved the temperature in the room. Problems with air in the system continue to interfere with proper heating of the Massard Room.
- Ouray County Artist Association is delaying rehangng the art in the San Juan Room until winter, when the work is completed for creating Council chambers in that space.
- Swamp coolers and sprinkler systems across the City have been winterized.
- The Box Canon Falls remained open an additional week because the water line project for the Ice Climbing Park was delayed.
- Work is proceeding on the walkway extension into the Box Canon waterfall. Depending upon winter conditions, the contractor expects to complete this work in 2022 or early in 2023, prior to the Park's opening.
- Concessions that were ordered for Box Canon Falls in June were delivered in October – supply chain issues. To assure inventory for 2023 season some specialty products are being ordered now, and in January.
- Trenching and installation of electrical lines at Rotary Park has been completed. This will enable lighting of the Rotary Park sign and trees along HWY 550 at the park.
- Stump grinding is completed at Rotary Park.

- Eligible City Resources Department employees participated in the City's employee benefits meetings in October.
- Ski tow operator positions are open and currently advertised locally.
- Reviewed job descriptions with human resources manager for compensation survey.



November 7, 2022

TOURISM & DESTINATION MARKETING REPORT

Visitor Center

- Hours change November 1, 2022 for winter hours 10 am - 2 pm
- We had 2,311 guests in October
 - Patty started inputting data from 2021 and the locations from our registry
- Customer Satisfaction survey 80 Responses. Please see VC Survey document for all responses.
 - Key takeaways to note: Inform hikers with dog on trails not to leave poop with plastic bags on the trail (ensuring that our volunteers and employees are promoting responsible recreation)
- Mary Gretz last day was October 11, 2022 for the season. She was an incredible employee to have on the team and everyone loved working with her.
- We have one part-time staff member left, looking to hire a full-time and a part time employee.
- Tourism and Destination Marketing Director working front desk 3 days a week due to short staff.
- Had three new volunteers come in to assist with coverage, restocking, and cleaning.
- Had a total of \$1,814.83 in sales for the month of October
- Mary Mitchell plaque is hung up in the front room of the Visitor Center
- Cleaned out many boxes in the basement to clean house, taking that information and putting it on our website and other educational materials.

Visit Ouray

- Continuing the business spot lights once a week. August we had:
 - Chief Ouray Trading Post, The Wright Opera House, Ouray Meat and Cheese Market. You can see the results on the "Businesses Advertised" document.
- Facebook Insights for Oct 1 - Oct 31 | 25,745 page reaches
- Instagram Insights for Oct 1 - Oct 31 | 37,096 reaches
- Added new guide section on Instagram: Know B4 You Go, and Ouray Itinerary Ideas
- 146 followers on TikTok
- Started doing Youtube Shorts (4 videos currently up)
- Buildfire App data
 - Currently we have 180 downloads and 42 users



TOURISM & DESTINATION MARKETING REPORT

Visit Ouray Continued

- Website updates:
 - @TravelingBitners Blog Post on our blog page
 - Created a blog on City Via Ferrata
 - 1 min video on downstream route (also uploaded to Youtube)
 - Created Girls Trip Itinerary Page
 - Created Rockhounding Page
 - Created Hot Springs Page
 - Created a Tips for Hiking and Camping Blog
 - Updated Hiking Page
 - Updated Off-roading Page (A lot more information on Know Before You Go)
 - Updated Web Cams Page
 - Updated Guide Page
 - Updated Know Before You Go Page
- In the Media (last page of the Businesses Advertised document):
 - 10 Adventurous Things To Do in Colorado in the Fall | Territory.com
 - San Juan Skyway/ Million Dollar Highway
 - Colorado Opera Houses - Fall 2022 Happenings | Channel 9 News
 - The Wright Opera House
 - Future of Ouray Ice Park ensured with new water deal | Channel 9 News
 - Ouray Ice Park
- Julia Takes a Hike (Influencer)
 - Deliverables: Two Instagram Reels and TikTok Videos
 - Results: Basecamp Ouray Reel: 16.1K views | Ouray Itinerary 45.1K views
 - Thank you to: Twin Peaks Hot Springs and Lodge, Basecamp Ouray, Ouray Hot Springs Pool, Box Cañon Fall Park, Mojo's, Artisan Bakery, and Maggie's
- Submitted a grant for 2023 Marketing Matching Grant with the state
 - We would contribute \$10,000 for a \$20,000 match. Total of \$30,000 for assisting with funding the Crowdriff and Localhood products.



TOURISM & DESTINATION MARKETING REPORT

Visit Ouray Continued

- Applied for the Colorado Tourism Office's Winter social media co-op program
 - We were chosen to do a Facebook post November 3
 - Took footage of all hot springs properties and made a 30 second video for highlighting off-season activities
 - Cost \$1,000, they match with another \$1,000 for \$2,000 in boosting
 - Requested that our target audience be regionally focused for day trips and/ or easy drives to stay a couple of days
 - Driving people to our Hot Springs page
 - Instagram takeover for Visit Colorado November 3 - November 5
 - Will be able to do multiple posts with collaborating Visit Colorado and Visit Ouray (See page 6)
 - Made a 30 second hot spring highlight for the Facebook ad, put on youtube
- Applied for the Leave No Trace Spotlight Program
 - Try to have crews come to help with spreading awareness and education prior to guests/ residents going into the backcountry
- Attended the CTO Learning Lab webinar for more trainings on the Colorado Concierge Certification
- Tourism Advisory Committee additional meeting October 4, 2022
 - Reviewed the 2023 LOT Grant Fund applications
 - Created a recommendation sheet to City Council for award recipients
- International Travel Trade webinar Oct 5, 2022
- Reimagine Destinations meeting Oct 5, 2022
 - Explored the results from the Stakeholder Survey
 - Discussed the meeting agenda for the full day workshop
 - Came up with the idea to host an evening event the night prior for a meet and greet
- Attended the ORRCA meeting on October 6, 2022
- Tourism Advisory Committee on October 18, 2022
 - Discussed the proposed 2023 Tourism Budget
- Attended the Main Street meeting October 19, 2022
- Attended the San Juan High Alpine Committee Meeting 10.27.2022
- Attended the Tri-County dinner 10.27.22



TOURISM & DESTINATION MARKETING REPORT

Visit Ouray Continued

- Put on Reimagine Destinations evening event 10.24.22
 - Approximately 10-15 people attended
 - Thank you to Sauvage Spectrum for hosting
- Reimagine Destinations Program Workshop
 - Approximately 27 people attended
 - For results of the background survey and the first draft of action planning see "Visit Ouray Reimagine Destinations Workshop Presentation"
 - 4 Areas of focus: Encourage responsible and respectful use; Champion the value of tourism; Advance off-peak tourism opportunities; Promote local businesses and attractions
 - Thank you to Artisan Bakery and Kami's Samis for delicious food
- Wayfinding/ Branding workshop November 3, 2022



Updated Off-Roading

OUR FAVORITES.

ALPINE LOOP.

Seventy-five miles of rugged dirt roads and trails carve through the breathtaking San Juan Mountains. The Alpine Loop follows historic routes worn by Native Americans traversing the region as they returned to traditional summer camps and the mining roads that connected the booming mining towns of Silverton, Lake City, Telluride and Ouray. Along this route, you'll encounter skeletons of old mining towns and mills that once promised great hope and prosperity.

It's best to begin your Alpine Loop journey out of Ouray southbound on Highway 550. The posted mileage for the "loop" can be deceiving - a trip out and back to Ouray exceeds 100 miles and will easily take an entire day to explore. Even better, break it into a multi-day adventure!

YANKEE BOY BASIN.

This easier trail is especially sought out by photographers for its spectacular explosion of wildflowers in the late spring and early summer season, and for its serene waterfalls. Follow Camp Bird Road (CR 36) 10 miles, taking the right fork to Yankee Boy Basin. After stopping to enjoy Twin Falls, follow the trail into the basin just below Mt. Sneffels. The last two miles may be very steep and rough; you can choose to park and hike the remaining distance to the base of

LAST DOLLAR ROAD



DESCRIPTION

One of the easier trails in the San Juans and one of several that link Ouray and Telluride. Some of this trail is possible in a passenger vehicle, but becomes difficult in the steep sections. It also becomes more difficult when wet. After turning onto Hwy 82 at Ridgway, drive 10 miles to the sign for Last Dollar Road on your left and continue 6 miles to the toll fork. Take the right fork to the town of Sawpit on Hwy 145 or the left fork, along Hastings Mesa to join Hwy 145 just past the Telluride Airport.

Last Dollar Road was originally an early supply route from Ouray to Telluride. This extremely

OPHIR PASS



DESCRIPTION

CLASS RATING

ELEVATION

Peak Altitude | 11,789 ft

Gain from Ouray | 4,082 ft

Gain from Telluride | 3,044 ft

DRIVE TIME

Great comments for Ouray Meat and Cheese Market

Instagram Search Home Activity Plus Profile

visitourayco Original audio

hopehaili Really needed to know this! Will be bringing our business for sure. 4h Reply

kellyandsandy Looks yummy!! 4h Reply

melanie__bradshaw I need some seasoning sent to me 😊 6m Reply

mightyminihorsetherapy Yum 13m Reply

juniper1621 First stop every time we come to town 😊

Liked by ourayicepark and 472 others 4 HOURS AGO

Add a comment... Post



Visit Colorado Takeover Day 1

Visit Colorado with VisitOuray.
Paid Partnership · 7h · 🌐

The temperature may be dropping but we've got the perfect way to stay warm this season. Soak in [VisitOuray](#) and all it has to offer this winter: <https://bit.ly/3Wg8c0g>

VISITOURAY.COM
Visit Ouray [Learn more](#)

63 likes 3 Comments 10 Shares

Like Comment Share

Most relevant

Write a comment...

Erin Durkee
Taylor Hubbard forget Glenwood let's do our kids free trip to Ouray. Either way hot springs. Oo and next summer we need to get you guys out here for some east coast summering. I'm taking you guys to the ocean for sure.
Like Reply 2h
[View 1 more comment](#)

visitcolorado Following Message

8,644 posts 223K followers 661 following

Visit Colorado
Colorado is a year-round travel destination offering unparalleled adventure and recreational pursuits. We feature photos using #ColoradoLive sprout.link/visitcolorado
Followed by ouraybyflight, peakguides, outtherecolorado + 36 more

Ouray, Co Boulder Itineraries Rangely, CO Crested B... Royal Gorge Alamosa

POSTS GUIDES REELS TAGGED

4 Ways to Soak in Ouray, Co 51.5K

31.3K

42.3K

37.3K

57.2K

38.2K

24.8K

11.4K

51.1K views in only 4 hours

| How satisfied were you with the Ouray Visitor Center? | How satisfied were you with the staff at the Ouray Visitor Center? | Any comments you would like to leave (good or improvements needed). | What adventure are you doing in Ouray? | How would you describe Ouray? |
|---|--|--|--|--|
| 5 | 5 | The advice and conversation with Kent was fantastic. I'm so grateful for your help and time. Thank you. Also thankful for the hot coffee | Camping | Stunning, hidden, wild |
| 5 | 5 | Super friendly staff | Hiking | GORGEOUS! Always a fun trip. |
| 5 | 5 | Mary was amazing!! | Camping | |
| 5 | 5 | Paulawas very helpful | Jeeping | Fun town! |
| 5 | 5 | | Jeeping | Beautiful mt town |
| 5 | 5 | | Hiking | Beautiful |
| 5 | 5 | | Just traveling through | Lovely and beautiful |
| 5 | 5 | | Just traveling through | Beauty at its very best!! |
| 5 | 5 | Great resource. | Jeeping | Great town. Lots to do and very friendly people. |
| 5 | 5 | | Camping | Beyond awesome! |
| 5 | 5 | | Just traveling through | Very pretty |
| 5 | 5 | Cindy was lovely ! | Just traveling through | Awesome |
| 5 | 5 | | Hiking | |
| 5 | 5 | Super friendly and helpful | Camping | Quant |
| 5 | 5 | | Jeeping | Awesome |
| 5 | 5 | Very kind people | Hiking | Favorite anniversary destination |
| 5 | 5 | Super helpful information!! | Just traveling through | Picturesque |
| 5 | 5 | None | Just traveling through | Beautiful |
| 5 | 5 | Staff was great! | Hiking | Incredibly beautiful |

| How satisfied were you with the Ouray Visitor Center? | How satisfied were you with the staff at the Ouray Visitor Center? | Any comments you would like to leave (good or improvements needed). | What adventure are you doing in Ouray? | How would you describe Ouray? |
|---|--|---|--|---|
| 5 | 5 | Mary is an amazing person and advocate for Ouray. Very knowledgeable and kind | Hiking | Beautiful and friendly!! |
| 5 | 5 | Staff was great! | Hiking | Incredibly beautiful |
| 5 | 5 | | Hiking | Beautiful |
| 5 | 5 | N/a | Just traveling through | Very cute |
| 5 | 5 | | Just traveling through | |
| 5 | 5 | | Jeeping | Gorgeous |
| 5 | 5 | Friendly staff. Enjoyed everyone. Made us feel welcomed. | Jeeping | |
| 5 | 5 | | Hiking | |
| 5 | 5 | You are great! | Just traveling through | Awesome |
| 5 | 5 | Inform hikers with dog on trails not to leave poop with plastic bags on the trail | Hot Springs | Absolutely beautiful and magical |
| 5 | 5 | | Jeeping | |
| 5 | 5 | | Hiking | Packed with people and very scenic. |
| 5 | 5 | Really friendly staff. | Jeeping | Breathing challenges for Midwest folks. |
| 5 | 5 | | Hot Springs | Paradise |
| 5 | 5 | Staff was very friendly, and had great information | Camping | Such a beautiful little town! |
| 5 | 5 | The staff was very helpful! Truly helped heighten our visit to Ouray! | Wedding | B-E-A-utiful! |
| 5 | 5 | Very inviting and helpful! | Million Dollar Highway | Spectacular and awe inspiring |

| How satisfied were you with the Ouray Visitor Center? | How satisfied were you with the staff at the Ouray Visitor Center? | Any comments you would like to leave (good or improvements needed). | What adventure are you doing in Ouray? | How would you describe Ouray? |
|---|--|---|--|---|
| 5 | 5 | | Jeeping | Beautiful! I love it here! |
| 5 | 5 | The people are very friendly and knowledgeable! More postcards and pins would be fun. (Pins are an easy collectable). | Just traveling through | Small dog-friendly valley town with vintage vibes and unique art. |
| 5 | 5 | | Jeeping | Wonderful |
| 5 | 5 | Your staff were the most helpful we have encounter! | Camping | Charming with huge outdoor opportunities for all |
| 4 | 5 | Paula was a wealth of information! She seemed to really care about our questions, and genuinely seemed to want to help us out. Thanks, Paula! | Climbing | Absolutely gorgeous!! Friendly town, peaceful place to vacation. |
| 5 | 5 | | Hiking | Quaint and beautiful |
| 5 | 5 | | Just traveling through | |
| 5 | 5 | Very helpful and informative! | Just traveling through | Wonderful town, this is our third visit. |
| 5 | 5 | When I entered it had a wonderful scent | Jeeping | Beautiful mountains and peaceful town |
| 5 | 5 | Very helpful and friendly. | Just traveling through | Gorgeous |
| 5 | 5 | Mary was awesome | Just traveling through | Beautimous |
| 5 | 5 | | Hot Springs | Beautiful |
| 5 | 5 | Friendly and helpful staff! | Camping | A lot to see and so in this town with so much history! |
| 5 | 5 | | Just traveling through | Beautiful |
| 5 | 5 | | Hiking | |
| 5 | 5 | | Camping | Picturesque |

| How satisfied were you with the Ouray Visitor Center? | How satisfied were you with the staff at the Ouray Visitor Center? | Any comments you would like to leave (good or improvements needed). | What adventure are you doing in Ouray? | How would you describe Ouray? |
|---|--|--|---|---|
| 5 | 5 | | Just traveling through | Quaint |
| 5 | 5 | Great help! | Vacation destination | Quaint, worth exploring! |
| 5 | 5 | sooooo nice! soooooo informative! thank you!!!!!!!!!!!! | Camping | amazing! |
| 4 | 5 | | Hiking | best town in colorado! |
| 5 | 5 | Mary rocks!! | Just traveling through | Awesome little town! Feels like home :) |
| 5 | 5 | Keep up the good work Patty was great | Hiking | A place you want to come back to again and again |
| 5 | 5 | | Tourism | Beautiful |
| 5 | 5 | Thank you | Hiking | Very beautiful. |
| 5 | 5 | Everything fantastic! | I saw a video on Facebook about Dexter the Dog! | Just got here, but I am enthusiastic about exploring the area! |
| 5 | 5 | Excellent ideas!! | Just traveling through | Beautiful!!!! |
| 5 | 5 | | Just traveling through | Beautiful, unbelievable |
| 5 | 5 | | Hiking | Great |
| 5 | 5 | | Hot Springs | Lovely, but crowded |
| 5 | 5 | Super helpful | Just traveling through | |
| 5 | 5 | | Just traveling through | Picturesque |
| 5 | 5 | Thank you very much for the information. Very helpful and informative. | Photography | Nice little town |
| 5 | 5 | | Hot Springs | Quaint and enjoyable |
| 5 | 5 | Very pretty town and nice visitor center | Hiking | Nice and pretty town in the fall foliage season. Will definitely come back again |

| How satisfied were you with the Ouray Visitor Center? | How satisfied were you with the staff at the Ouray Visitor Center? | Any comments you would like to leave (good or improvements needed). | What adventure are you doing in Ouray? | How would you describe Ouray? |
|---|--|---|--|--|
| 5 | 5 | | Jeeping | Nice base camp for all kinds of mountain sports, good amenities without being crowded like a skiing town |
| 5 | 4 | Great!! | Just traveling through | Fantastic |
| 5 | 5 | Kailey was the visitor center staff today. She was so helpful and personable! | Exploring | Beautiful & friendly |
| 5 | 5 | Kailey was beyond awesome in helping us. | An endpoint for day trip. | Fascinating. |
| 5 | 5 | Excellent. | Just traveling through | Beautiful mountain setting. |
| 5 | 5 | Very nice staff | Just traveling through | Quaint mountain town. |
| 5 | 5 | | Hiking | GORGEIOUS Town set in a beautiful valley!! |
| 5 | 5 | | Shopping | Less touristy than other Colorado |
| 4 | 5 | | Jeeping | Beautiful |
| 4 | 5 | | Hiking | Beautiful, majestic, quaint. |

| Day of Week | Date | Phone Count | Visitor Count | Total Count | | |
|-----------------|-----------|-------------|---------------|-------------|--------------------------|--------------|
| January | | | | | States/ Countries | Count |
| Saturday | 1/1/2022 | 1 | 12 | 13 | | |
| Sunday | 1/2/2022 | 0 | 1 | 1 | | |
| Monday | 1/3/2022 | 2 | 7 | 9 | | |
| Tuesday | 1/4/2022 | 1 | 4 | 5 | AR | |
| Wednesday | 1/5/2022 | 4 | 7 | 11 | TX | |
| Thursday | 1/6/2022 | 5 | 8 | 13 | | |
| Friday | 1/7/2022 | 2 | 6 | 8 | | |
| Saturday | 1/8/2022 | 0 | 4 | 4 | TX(2) | |
| Sunday | 1/9/2022 | 0 | 8 | 8 | | |
| Monday | 1/10/2022 | 2 | 7 | 9 | | |
| Tuesday | 1/11/2022 | 4 | 3 | 7 | | |
| Wednesday | 1/12/2022 | 0 | 8 | 8 | Iowa, Canada | |
| Thursday | 1/13/2022 | 2 | 7 | 9 | | |
| Friday | 1/14/2022 | 4 | 3 | 7 | | |
| Saturday | 1/15/2022 | 0 | 9 | 9 | CA (2) | |
| Sunday | 1/16/2022 | 3 | 6 | 9 | CO (Longview), AZ (2) | |
| Monday | 1/17/2022 | 3 | 8 | 11 | | |
| Tuesday | 1/18/2022 | 2 | 7 | 9 | | |
| Wednesday | 1/19/2022 | 0 | 2 | 2 | FL | |
| Thursday | 1/20/2022 | 3 | 7 | 10 | | |
| Friday | 1/21/2022 | 3 | 9 | 12 | | |
| Saturday | 1/22/2022 | 4 | 12 | 16 | | |
| Sunday | 1/23/2022 | 0 | 8 | 8 | IN | |
| Monday | 1/24/2022 | 0 | 7 | 7 | | |
| Tuesday | 1/25/2022 | 0 | 12 | 12 | CO (CO Springs) | |
| Wednesday | 1/26/2022 | 5 | 4 | 9 | | |
| Thursday | 1/27/2022 | 1 | 7 | 8 | CO (GJ) | |
| Friday | 1/28/2022 | 4 | 10 | 14 | | |
| Saturday | 1/29/2022 | 1 | 11 | 12 | CO (New Castle) | |
| Sunday | 1/30/2022 | 1 | 13 | 14 | | |
| Monday | 1/31/2022 | 4 | 3 | 7 | | |
| Total | | 61 | 220 | 281 | | |
| February | | | | | States/ Countries | Count |
| Tuesday | 2/1/2022 | 7 | 1 | 8 | | |

| | | | | | | |
|--------------|-----------|-----------|------------|------------|-----------------------------|--------------|
| Wednesday | 2/2/2022 | 0 | 6 | 6 | CO (GJ) | |
| Thursday | 2/3/2022 | 3 | 11 | 14 | | |
| Friday | 2/4/2022 | 5 | 2 | 7 | | |
| Saturday | 2/5/2022 | 3 | 9 | 12 | | |
| Sunday | 2/6/2022 | 0 | 6 | 6 | MN, AZ | |
| Monday | 2/7/2022 | 3 | 11 | 14 | | |
| Tuesday | 2/8/2022 | 2 | 2 | 4 | OH, CA, OR | |
| Wednesday | 2/9/2022 | 1 | 13 | 14 | | |
| Thursday | 2/10/2022 | 2 | 9 | 11 | | |
| Friday | 2/11/2022 | 3 | 9 | 12 | WY, CO (GJ) | |
| Saturday | 2/12/2022 | 0 | 17 | 17 | MO, CO (Arvada) | |
| Sunday | 2/13/2022 | 0 | 10 | 10 | | |
| Monday | 2/14/2022 | 0 | 5 | 5 | | |
| Tuesday | 2/15/2022 | 0 | 1 | 1 | CA | |
| Wednesday | 2/16/2022 | 0 | 2 | 2 | | |
| Thursday | 2/17/2022 | 0 | 5 | 5 | | |
| Friday | 2/18/2022 | 4 | 7 | 11 | | |
| Saturday | 2/19/2022 | 0 | 10 | 10 | | |
| Sunday | 2/20/2022 | 1 | 9 | 10 | | |
| Monday | 2/21/2022 | 6 | 1 | 7 | | |
| Tuesday | 2/22/2022 | 1 | 4 | 5 | | |
| Wednesday | 2/23/2022 | 3 | 7 | 10 | AK, AZ, UT | |
| Thursday | 2/24/2022 | 3 | 5 | 8 | | |
| Friday | 2/25/2022 | 2 | 5 | 7 | PA, TX, AZ, CO (Avon) | |
| Saturday | 2/26/2022 | 7 | 10 | 17 | CA, CO (2) (Denver, GJ), OH | |
| Sunday | 2/27/2022 | 2 | 2 | 4 | | |
| Monday | 2/28/2022 | 0 | 0 | 0 | | |
| Total | | 58 | 179 | 237 | | |
| March | | | | | States/ Countries | Count |
| Tuesday | 3/1/2022 | 0 | 0 | 0 | | |
| Wednesday | 3/2/2022 | 0 | 0 | 0 | | |
| Thursday | 3/3/2022 | 0 | 0 | 0 | | |
| Friday | 3/4/2022 | 0 | 0 | 0 | | |
| Saturday | 3/5/2022 | 0 | 0 | 0 | | |
| Sunday | 3/6/2022 | 0 | 4 | 4 | | |
| Monday | 3/7/2022 | 5 | 6 | 11 | TX | |
| Tuesday | 3/8/2022 | 2 | 3 | 5 | | |

| | | | | | |
|--------------|-----------|-----------|-----------|------------|-------------------------|
| Wednesday | 3/9/2022 | 5 | 4 | 9 | |
| Thursday | 3/10/2022 | 1 | 4 | 5 | |
| Friday | 3/11/2022 | 6 | 4 | 10 | |
| Saturday | 3/12/2022 | 1 | 15 | 16 | CO (Telluride), LA |
| Sunday | 3/13/2022 | 0 | 11 | 11 | CO (CO Springs), TX, AZ |
| Monday | 3/14/2022 | 8 | 7 | 15 | |
| Tuesday | 3/15/2022 | 6 | 0 | 6 | |
| Wednesday | 3/16/2022 | 4 | 0 | 4 | |
| Thursday | 3/17/2022 | 6 | 0 | 6 | |
| Friday | 3/18/2022 | 4 | 0 | 4 | |
| Saturday | 3/19/2022 | 7 | 0 | 7 | |
| Sunday | 3/20/2022 | 3 | 0 | 3 | |
| Monday | 3/21/2022 | 5 | 0 | 5 | |
| Tuesday | 3/22/2022 | 7 | 0 | 7 | |
| Wednesday | 3/23/2022 | 4 | 0 | 4 | |
| Thursday | 3/24/2022 | 4 | 0 | 4 | |
| Friday | 3/25/2022 | 3 | 0 | 3 | |
| Saturday | 3/26/2022 | 4 | 0 | 4 | |
| Sunday | 3/27/2022 | 4 | 0 | 4 | |
| Monday | 3/28/2022 | 6 | 0 | 6 | |
| Tuesday | 3/29/2022 | 1 | 0 | 1 | |
| Wednesday | 3/30/2022 | 1 | 0 | 1 | |
| Thursday | 3/31/2022 | 1 | 0 | 1 | |
| Total | | 98 | 58 | 156 | |
| Q1 | | | | | |
| Total Phone | 217 | | | | |
| Total People | 457 | | | | |
| Total | 674 | | | | |

| Day of Week | Date | Phone Count | Visitor Count | Total Count | | | |
|---------------|-----------|-------------|---------------|-------------|--|-------------------|-------|
| July | | | | | | | |
| Friday | 7/1/2022 | 15 | 80 | 95 | | States/ Countries | Count |
| Saturday | 7/2/2022 | 15 | 66 | 81 | | | |
| Sunday | 7/3/2022 | 27 | 119 | 146 | | | |
| Monday | 7/4/2022 | | | 0 | | | |
| Tuesday | 7/5/2022 | 3 | 75 | 78 | | | |
| Wednesday | 7/6/2022 | 4 | 150 | 154 | | | |
| Thursday | 7/7/2022 | 5 | 83 | 88 | | | |
| Friday | 7/8/2022 | 3 | 122 | 125 | | | |
| Saturday | 7/9/2022 | 1 | 77 | 78 | | | |
| Sunday | 7/10/2022 | 2 | 77 | 79 | | | |
| Monday | 7/11/2022 | 4 | 126 | 130 | | | |
| Tuesday | 7/12/2022 | 4 | 100 | 104 | | | |
| Wednesday | 7/13/2022 | 3 | 121 | 124 | | | |
| Thursday | 7/14/2022 | 8 | 116 | 124 | | | |
| Friday | 7/15/2022 | 2 | 92 | 94 | | | |
| Saturday | 7/16/2022 | 3 | 137 | 140 | | | |
| Sunday | 7/17/2022 | 1 | 165 | 166 | | | |
| Monday | 7/18/2022 | 1 | 169 | 170 | | | |
| Tuesday | 7/19/2022 | 6 | 160 | 166 | | | |
| Wednesday | 7/20/2022 | 7 | 156 | 163 | | | |
| Thursday | 7/21/2022 | 4 | 96 | 100 | | | |
| Friday | 7/22/2022 | 4 | 163 | 167 | | | |
| Saturday | 7/23/2022 | 9 | 182 | 191 | | | |
| Sunday | 7/24/2022 | 2 | 188 | 190 | | | |
| Monday | 7/25/2022 | 2 | 177 | 179 | | | |
| Tuesday | 7/26/2022 | 4 | 132 | 136 | | | |
| Wednesday | 7/27/2022 | 4 | 122 | 126 | | | |
| Thursday | 7/28/2022 | 4 | 121 | 125 | | | |
| Friday | 7/29/2022 | 5 | 155 | 160 | | | |
| Saturday | 7/30/2022 | 5 | 127 | 132 | | | |
| Sunday | 7/31/2022 | 3 | 131 | 134 | | | |
| | | 160 | 3785 | 3945 | | | |
| August | | | | | | | |
| Monday | 8/1/2022 | 4 | 125 | 129 | | States/ Countries | Count |
| Tuesday | 8/2/2022 | 9 | 130 | 139 | | | |
| Wednesday | 8/3/2022 | 2 | 117 | 119 | | | |
| Thursday | 8/4/2022 | 2 | 112 | 114 | | | |
| Friday | 8/5/2022 | 9 | 128 | 137 | | | |

| | | | | | | |
|------------------|-----------|-----|------|------|-------------------|-------|
| Saturday | 8/6/2022 | 13 | 128 | 141 | | |
| Sunday | 8/7/2022 | 17 | 150 | 167 | | |
| Monday | 8/8/2022 | 11 | 133 | 144 | | |
| Tuesday | 8/9/2022 | 12 | 165 | 177 | | |
| Wednesday | 8/10/2022 | 17 | 98 | 115 | | |
| Thursday | 8/11/2022 | 4 | 97 | 101 | | |
| Friday | 8/12/2022 | 12 | 102 | 114 | | |
| Saturday | 8/13/2022 | 13 | 130 | 143 | | |
| Sunday | 8/14/2022 | 17 | 112 | 129 | | |
| Monday | 8/15/2022 | 22 | 160 | 182 | | |
| Tuesday | 8/16/2022 | 9 | 132 | 141 | | |
| Wednesday | 8/17/2022 | 12 | 126 | 138 | | |
| Thursday | 8/18/2022 | 22 | 143 | 165 | | |
| Friday | 8/19/2022 | 10 | 111 | 121 | | |
| Saturday | 8/20/2022 | 13 | 177 | 190 | | |
| Sunday | 8/21/2022 | 5 | 145 | 150 | | |
| Monday | 8/22/2022 | 28 | 193 | 221 | | |
| Tuesday | 8/23/2022 | 17 | 209 | 226 | | |
| Wednesday | 8/24/2022 | 5 | 120 | 125 | | |
| Thursday | 8/25/2022 | 7 | 102 | 109 | | |
| Friday | 8/26/2022 | 5 | 120 | 125 | | |
| Saturday | 8/27/2022 | 3 | 111 | 114 | | |
| Sunday | 8/28/2022 | 5 | 164 | 169 | | |
| Monday | 8/29/2022 | 12 | 120 | 132 | | |
| Tuesday | 8/30/2022 | 3 | 138 | 141 | | |
| Wednesday | 8/31/2022 | 3 | 112 | 115 | | |
| | | 323 | 4110 | 4433 | | |
| September | | | | | | |
| Thursday | 9/1/2022 | 7 | 101 | 108 | States/ Countries | Count |
| Friday | 9/2/2022 | 15 | 150 | 165 | | |
| Saturday | 9/3/2022 | 7 | 145 | 152 | | |
| Sunday | 9/4/2022 | 17 | 194 | 211 | | |
| Monday | 9/5/2022 | 5 | 193 | 198 | | |
| Tuesday | 9/6/2022 | 8 | 81 | 89 | | |
| Wednesday | 9/7/2022 | 5 | 92 | 97 | | |
| Thursday | 9/8/2022 | 7 | 102 | 109 | | |
| Friday | 9/9/2022 | 9 | 132 | 141 | | |
| Saturday | 9/10/2022 | 8 | 111 | 119 | | |
| Sunday | 9/11/2022 | 7 | 155 | 162 | | |
| Monday | 9/12/2022 | 13 | 176 | 189 | | |
| Tuesday | 9/13/2022 | 5 | 210 | 215 | | |

| | | | | | | |
|--------------|---------------|------------|-------------|-------------|--|--|
| Wednesday | 9/14/2022 | 3 | 200 | 203 | | |
| Thursday | 9/15/2022 | 4 | 148 | 152 | | |
| Friday | 9/16/2022 | 1 | 121 | 122 | | |
| Saturday | 9/17/2022 | 2 | 156 | 158 | | |
| Sunday | 9/18/2022 | 1 | 169 | 170 | | |
| Monday | 9/19/2022 | 4 | 205 | 209 | | |
| Tuesday | 9/20/2022 | 4 | 129 | 133 | | |
| Wednesday | 9/21/2022 | 4 | 180 | 184 | | |
| Thursday | 9/22/2022 | 4 | 147 | 151 | | |
| Friday | 9/23/2022 | 3 | 122 | 125 | | |
| Saturday | 9/24/2022 | 4 | 163 | 167 | | |
| Sunday | 9/25/2022 | 1 | 134 | 135 | | |
| Monday | 9/26/2022 | 5 | 156 | 161 | | |
| Tuesday | 9/27/2022 | 6 | 152 | 158 | | |
| Wednesday | 9/28/2022 | 5 | 142 | 147 | | |
| Thursday | 9/29/2022 | 5 | 173 | 178 | | |
| Friday | 9/30/2022 | 2 | 112 | 114 | | |
| | | | | | | |
| | Totals | 171 | 4451 | 4622 | | |
| | | | | | | |
| Total Q3 | | | | | | |
| Total Phone | \$ | 654 | | | | |
| Total People | \$ | 12,346 | | | | |
| Total | \$ | 13,000 | | | | |

| Day of Week | Date | Phone Count | Visitor Count | Total Count | | | |
|-----------------|------------|-------------|---------------|-------------|--|-------------------|-------|
| October | | | | | | | |
| Saturday | 10/1/2022 | 1 | 119 | 120 | | States/ Countries | Count |
| Sunday | 10/2/2022 | 1 | 100 | 101 | | | |
| Monday | 10/3/2022 | 9 | 117 | 126 | | | |
| Tuesday | 10/4/2022 | 3 | 123 | 126 | | | |
| Wednesday | 10/5/2022 | 5 | 182 | 187 | | | |
| Thursday | 10/6/2022 | 9 | 110 | 119 | | | |
| Friday | 10/7/2022 | 1 | 102 | 103 | | | |
| Saturday | 10/8/2022 | 3 | 122 | 125 | | | |
| Sunday | 10/9/2022 | 1 | 96 | 97 | | | |
| Monday | 10/10/2022 | 2 | 89 | 91 | | | |
| Tuesday | 10/11/2022 | 3 | 88 | 91 | | | |
| Wednesday | 10/12/2022 | 5 | 101 | 106 | | | |
| Thursday | 10/13/2022 | 2 | 135 | 137 | | | |
| Friday | 10/14/2022 | 5 | 122 | 127 | | | |
| Saturday | 10/15/2022 | | | 0 VC Closed | | | |
| Sunday | 10/16/2022 | 4 | 99 | 103 | | | |
| Monday | 10/17/2022 | 12 | 95 | 107 | | | |
| Tuesday | 10/18/2022 | 2 | 87 | 89 | | | |
| Wednesday | 10/19/2022 | 5 | 49 | 54 | | | |
| Thursday | 10/20/2022 | 0 | 50 | 50 | | | |
| Friday | 10/21/2022 | 8 | 90 | 98 | | | |
| Saturday | 10/22/2022 | 3 | 85 | 88 | | | |
| Sunday | 10/23/2022 | 7 | 15 | 22 | | | |
| Monday | 10/24/2022 | 1 | 17 | 18 | | | |
| Tuesday | 10/25/2022 | 5 | 36 | 41 | | | |
| Wednesday | 10/26/2022 | 3 | 11 | 14 | | | |
| Thursday | 10/27/2022 | 0 | 4 | 4 | | | |
| Friday | 10/28/2022 | 3 | 23 | 26 | | | |
| Saturday | 10/29/2022 | 1 | 44 | 45 | | | |
| Sunday | 10/30/2022 | 1 | 52 | 53 | | | |
| Monday | 10/31/2022 | 9 | 12 | 21 | | | |
| | | 114 | 2375 | 2489 | | | |
| November | | | | | | | |
| Tuesday | 11/1/2022 | 3 | 15 | 18 | | States/ Countries | Count |
| Wednesday | 11/2/2022 | | 12 | 12 | | | |
| Thursday | 11/3/2022 | | | 0 | | | |
| Friday | 11/4/2022 | | | 0 | | | |
| Saturday | 11/5/2022 | | | 0 | | | |

| Day of Week | Date | Phone Count | Visitor Count | Total Count | | | |
|-----------------|------------|-------------|---------------|-------------|-------------------|-------|--|
| October | | | | | | | |
| Sunday | 11/6/2022 | | | 0 | | | |
| Monday | 11/7/2022 | | | 0 | | | |
| Tuesday | 11/8/2022 | | | 0 | | | |
| Wednesday | 11/9/2022 | | | 0 | | | |
| Thursday | 11/10/2022 | | | 0 | | | |
| Friday | 11/11/2022 | | | 0 | | | |
| Saturday | 11/12/2022 | | | 0 | | | |
| Sunday | 11/13/2022 | | | 0 | | | |
| Monday | 11/14/2022 | | | 0 | | | |
| Tuesday | 11/15/2022 | | | 0 | | | |
| Wednesday | 11/16/2022 | | | 0 | | | |
| Thursday | 11/17/2022 | | | 0 | | | |
| Friday | 11/18/2022 | | | 0 | | | |
| Saturday | 11/19/2022 | | | 0 | | | |
| Sunday | 11/20/2022 | | | 0 | | | |
| Monday | 11/21/2022 | | | 0 | | | |
| Tuesday | 11/22/2022 | | | 0 | | | |
| Wednesday | 11/23/2022 | | | 0 | | | |
| Thursday | 11/24/2022 | | | 0 | | | |
| Friday | 11/25/2022 | | | 0 | | | |
| Saturday | 11/26/2022 | | | 0 | | | |
| Sunday | 11/27/2022 | | | 0 | | | |
| Monday | 11/28/2022 | | | 0 | | | |
| Tuesday | 11/29/2022 | | | 0 | | | |
| Wednesday | 11/30/2022 | | | 0 | | | |
| | | 3 | 27 | 30 | | | |
| December | | | | | | | |
| Thursday | 12/1/2022 | | | 0 | States/ Countries | Count | |
| Friday | 12/2/2022 | | | 0 | | | |
| Saturday | 12/3/2022 | | | 0 | | | |
| Sunday | 12/4/2022 | | | 0 | | | |
| Monday | 12/5/2022 | | | 0 | | | |
| Tuesday | 12/6/2022 | | | 0 | | | |
| Wednesday | 12/7/2022 | | | 0 | | | |
| Thursday | 12/8/2022 | | | 0 | | | |
| Friday | 12/9/2022 | | | 0 | | | |
| Saturday | 12/10/2022 | | | 0 | | | |

| Day of Week | Date | Phone Count | Visitor Count | Total Count | | | |
|----------------|------------|-------------|---------------|-------------|--|--|--|
| October | | | | | | | |
| Sunday | 12/11/2022 | | | 0 | | | |
| Monday | 12/12/2022 | | | 0 | | | |
| Tuesday | 12/13/2022 | | | 0 | | | |
| Wednesday | 12/14/2022 | | | 0 | | | |
| Thursday | 12/15/2022 | | | 0 | | | |
| Friday | 12/16/2022 | | | 0 | | | |
| Saturday | 12/17/2022 | | | 0 | | | |
| Sunday | 12/18/2022 | | | 0 | | | |
| Monday | 12/19/2022 | | | 0 | | | |
| Tuesday | 12/20/2022 | | | 0 | | | |
| Wednesday | 12/21/2022 | | | 0 | | | |
| Thursday | 12/22/2022 | | | 0 | | | |
| Friday | 12/23/2022 | | | 0 | | | |
| Saturday | 12/24/2022 | | | 0 | | | |
| Sunday | 12/25/2022 | | | 0 | | | |
| Monday | 12/26/2022 | | | 0 | | | |
| Tuesday | 12/27/2022 | | | 0 | | | |
| Wednesday | 12/28/2022 | | | 0 | | | |
| Thursday | 12/29/2022 | | | 0 | | | |
| Friday | 12/30/2022 | | | 0 | | | |
| Saturday | 12/31/2022 | | | 0 | | | |
| | | 0 | 0 | 0 | | | |
| Total Q4 | | | | | | | |
| Total Phone | \$ | 117 | | | | | |
| Total People | \$ | 2,402 | | | | | |
| Total | \$ | 2,519 | | | | | |

| 2022 Ouray Visitor Center Log Totals | |
|--------------------------------------|--------|
| | |
| | |
| Total Q1 2022 | |
| Total Phone | 217 |
| Total People | 457 |
| Total | 674 |
| | |
| Total Q2 2022 | |
| Total Phone | 1,194 |
| Total People | 4,077 |
| Total | 5,271 |
| | |
| Total Q3 2022 | |
| Total Phone | 654 |
| Total People | 12,346 |
| Total | 13,000 |
| | |
| Total Q4 2022 | |
| Total Phone | 117 |
| Total People | 2,402 |
| Total | 2,519 |
| | |
| Total Year 2022 | |
| Total Phone | 2,182 |
| Total People | 19,282 |
| Total | 21,464 |

Visit Ouray

REIMAGINE DESTINATIONS WORKSHOP

October 25, 2022



COLORADO
TOURISM OFFICE

Agenda

- 9:30 | Registration & Networking
- 10:00 | Welcome, Opening Remarks, & Introductions
- 10:15 | Colorado Tourism Office Updates
- 10:30 | Envision Ouray in 2035
- 11:15 | Destination Assessment Findings
- 11:45 | Recommended Priorities
- 12:00 | Lunch
- 1:00 | Action Planning
- 2:00 | Prioritizing Next Steps
- 2:45 | Wrap-up & Reflections

Introductions



Workshop Guidelines

- Be here now
- Trust & respect
- Keep comments solutions-oriented and on topic
- Ask questions if unclear



Colorado Tourism Office Updates



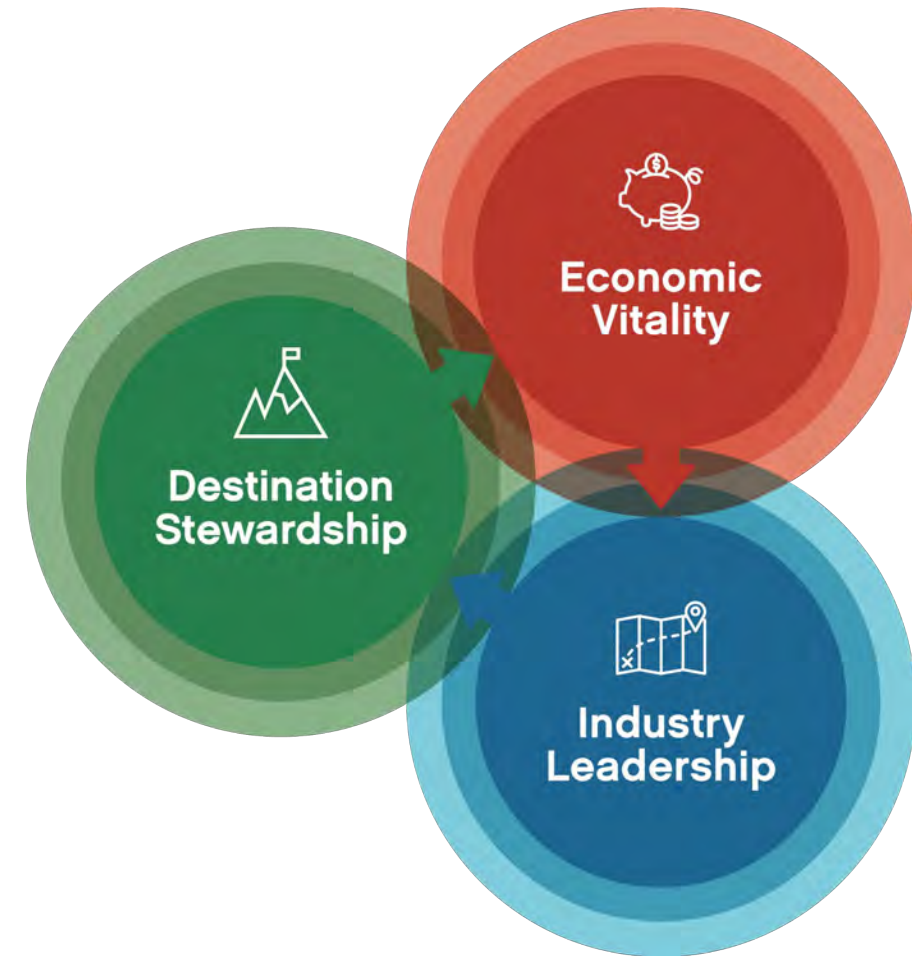
Colorado Tourism Office

The Colorado Tourism Office (CTO) is the Destination Marketing and Management Organization for the state of Colorado.

The CTO is a division of the Colorado Office of Economic Development and International Trade (OEDIT) with a mission to achieve and sustain a healthy Colorado economy that works for everyone and protects what makes Colorado the best state in the country to live, work, start a business, raise a family, and retire.

Colorado Tourism Roadmap 2.0

Seeks to advance the strength and resilience of the Colorado tourism industry through *collaboration, inclusivity, innovation, and leadership*



Destination Stewardship in Colorado

Support for Colorado destinations that balances *quality of life for residents* and *quality of experience for visitors*, while *enhancing our environment and communities*



The Evolution of DMOs



The Evolution of DMOs



The Evolution of DMOs

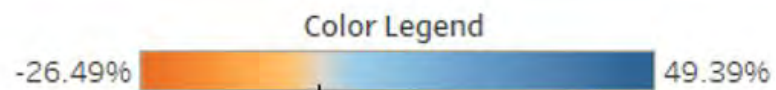
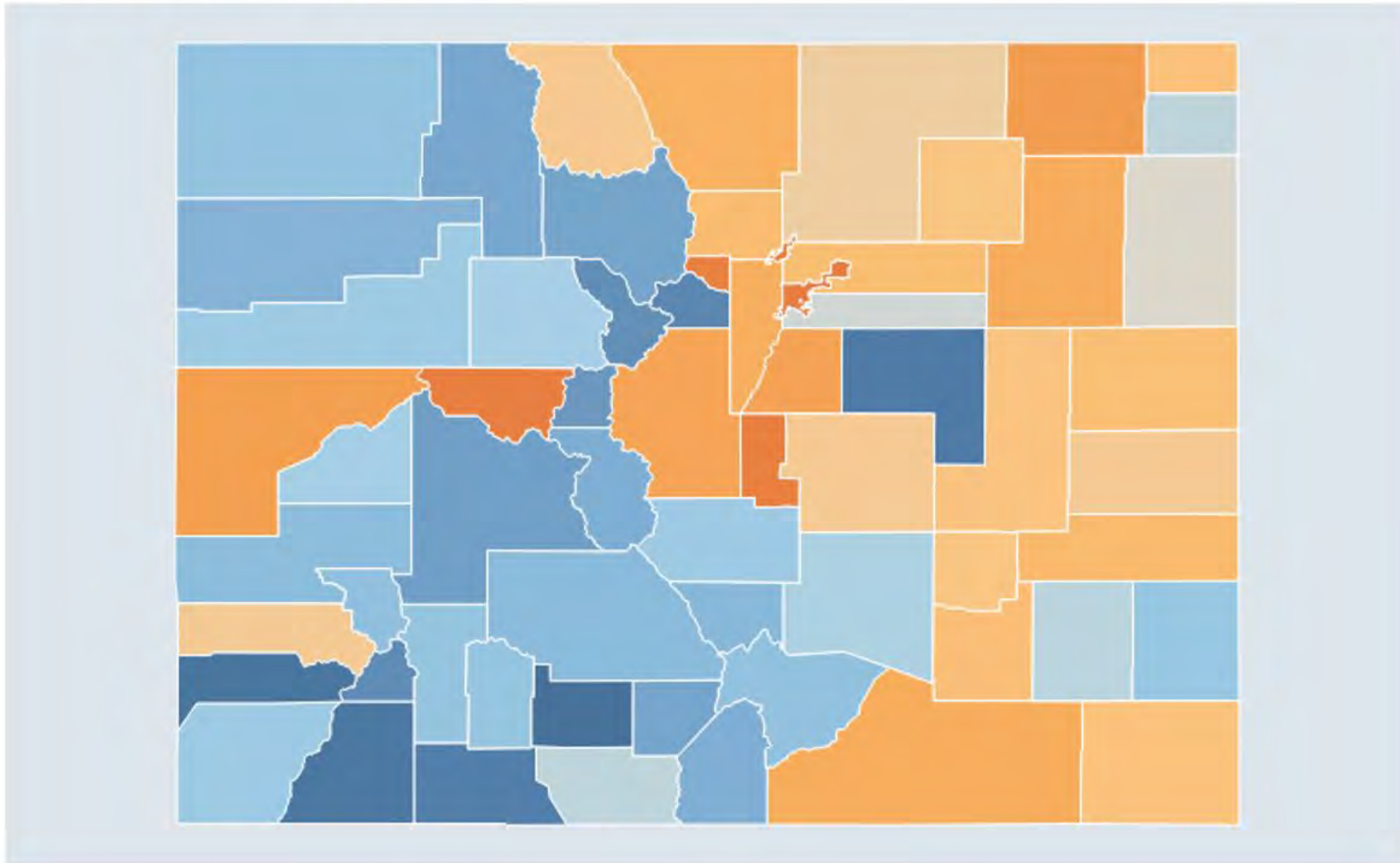


2021 Statewide Economic Impact

| Category | 2019 | 2020 | 2021 | % change |
|-------------------------------|---------|---------|---------|----------|
| Travel Spending | \$24.2B | \$15.8B | \$22.2B | -8.2% |
| Tourism Employment | 184,100 | 146,800 | 161,700 | -12.2% |
| State and Federal Tax Revenue | \$3.1B | \$2.2B | \$2.9B | -6.5% |

*Source: Dean Runyan Associates, The Economic Impact of Travel in Colorado, 2011-2021

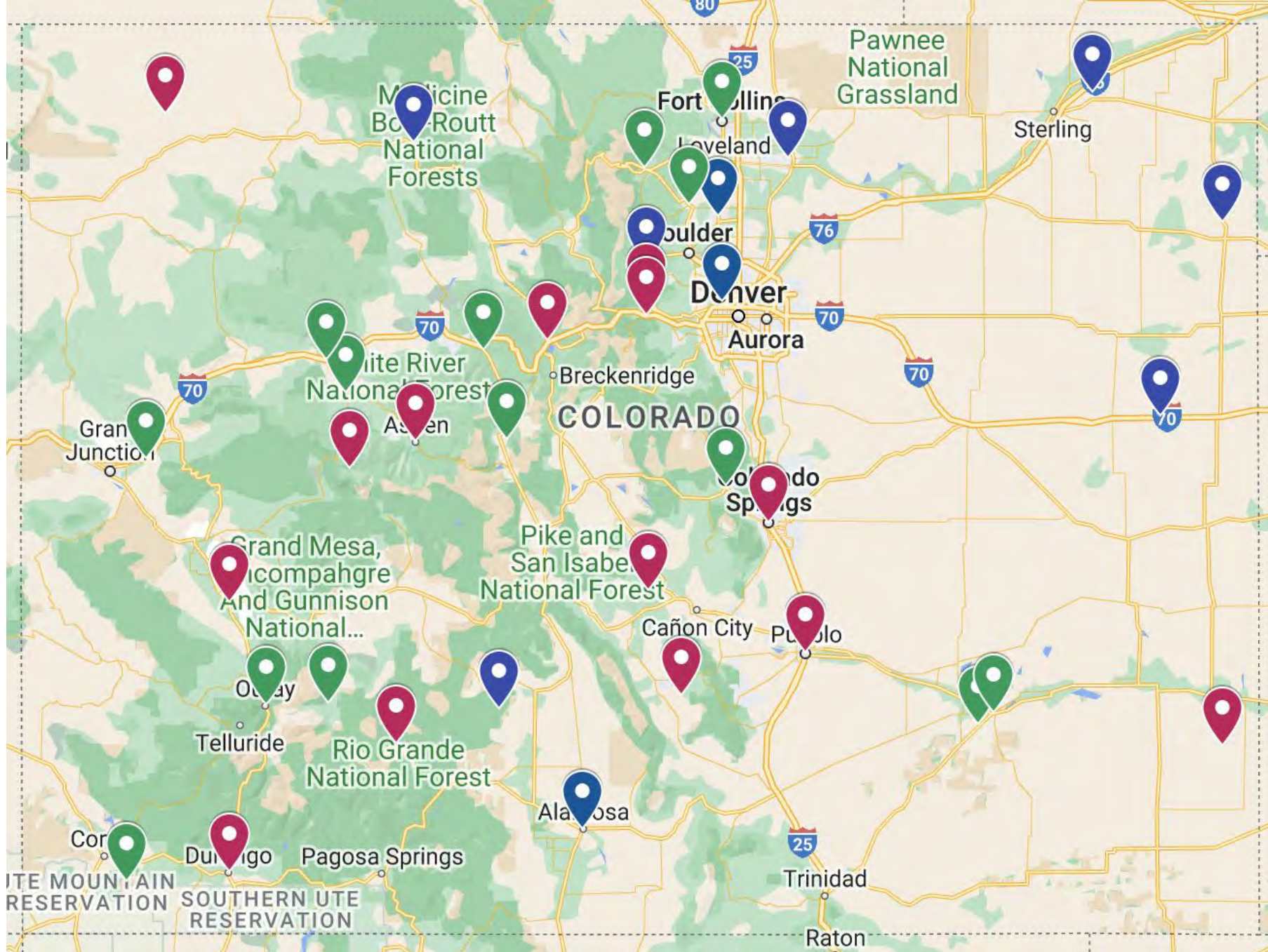
2019-2021 % Change



Reimagine Destinations Program

- Destination assessment
- Full-day workshop
- 100 hours free consulting
- \$20,000 creative asset production shoot





Shared Industry Priorities

1. Advance off-peak tourism opportunities
2. Advance tourism workforce
3. Champion the value of tourism
4. Develop and enhance visitor experience
5. Encourage responsible & respectful use
6. Foster inclusive travel opportunities
7. Promote local businesses & experiences

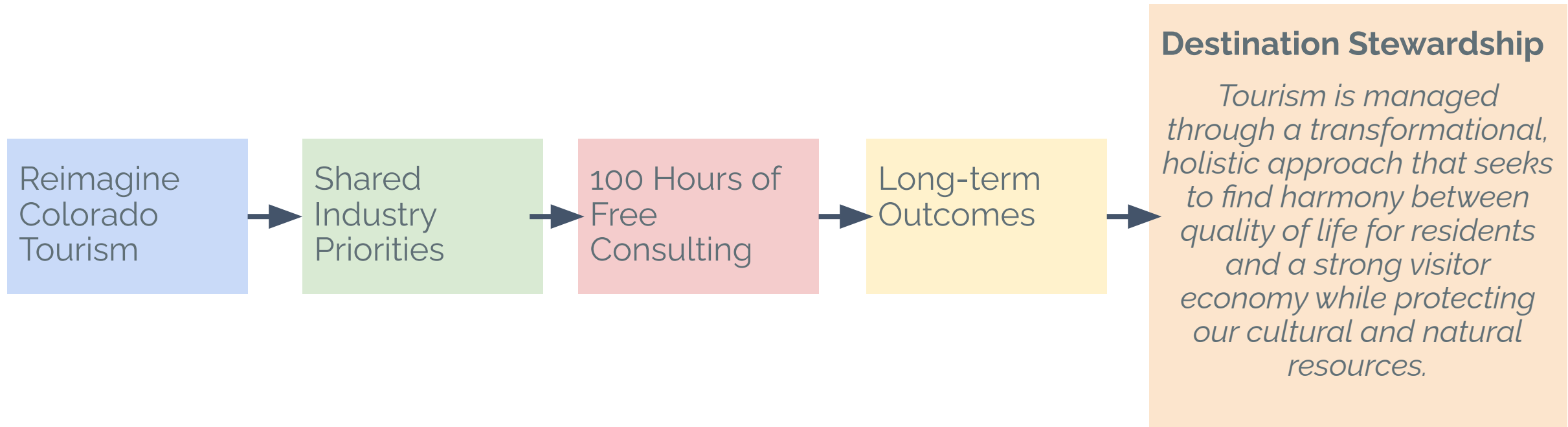


Shared Industry Priorities

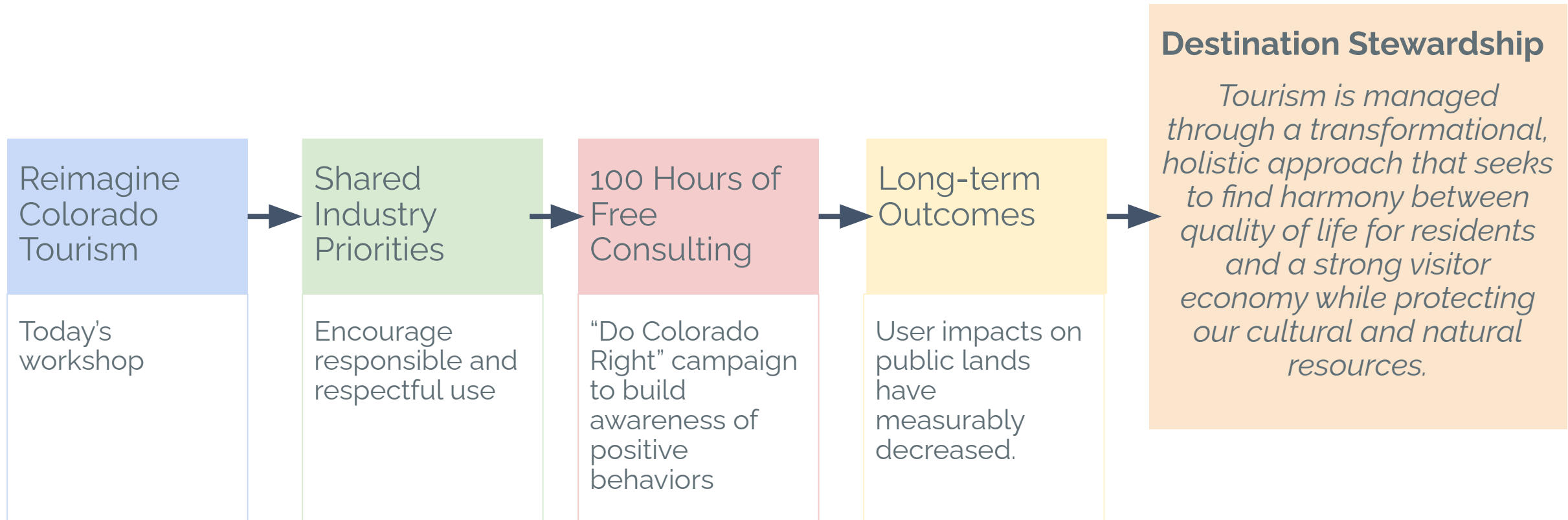
1. Advance off-peak tourism opportunities
2. Advance tourism workforce
3. Champion the value of tourism
4. Develop and enhance visitor experience
5. **Encourage responsible & respectful use**
6. Foster inclusive travel opportunities
7. Promote local businesses & experiences



Working Towards A Collective Vision



Vision to Action



Background

- Destination Organizations are experts in sharing information
- Traditionally, this has been focused on inspiration and planning
- Increasingly, this has been focused on expectation setting
- The Colorado Tourism Office marketing budget reflects this balance



Visitor Lifecycle



Do Colorado Right

- Launched during COVID-19 to educate about travel restrictions and safety
- Expanded into visitor behavior messaging:
 - Backcountry safety
 - Car-free transportation
 - Patience with workforce
 - Check local fire bans
- Colorado tourism partners can adopt the campaign locally and integrate into their annual marketing plan



Silverthorne & Dillon (Exit 205)

- The towns of Silverthorne & Dillon (Exit 205) participated in the Restart Destinations Program
- Identified an opportunity to encourage responsible and respectful use and received input from local stakeholders
- Worked with its CRAFT Mentor to identify key themes and produce foundational messaging
- Published the content and participated in a Colorado Tourism Office social media co-op



Do Exit 205 Right

Font Size: [+](#) [-](#) [+](#) [Share & Bookmark](#) [Feedback](#) [Print](#)



Welcome! The Town of Silverthorne is conveniently located off I-70 at Exit 205, along with the Town of Dillon, about an hour and a half from Denver. Together, Silverthorne and Dillon are thrilled to have you visit and experience our beautiful community. To help you have an amazing visit to Exit 205 and Silverthorne, here are a few tips to Do Exit 205 Right:

On The Trail

- Even though shortcuts can be tempting, please don't take them. A few extra strides on the path will protect plants and terrain.
- Respect wildlife and other trail users - be sure to travel quietly.
- Leave flowers, plants, rocks and historical items as you find them so others experience the joy of discovery.

In Town

- Be patient - please. Practice kindness. Our workforce is doing their best to welcome you and provide exceptional service. Restaurants, shops, and hotels and accommodations may be under staffed, so breathe in the clean mountain air and take in the views for a bit if you have to wait.



Envision Ouray in 2035

Instructions

- Describe the tourism industry to a “reporter” in the year 2035
- Select one person to be the:
 - Reporter, mayor, small business owner, guide service, resident, public lands manager, visitor
- Reporter:
 - Interview each person
 - What positive changes have occurred from the perspective of each person?
- Create a headline and key findings



Destination Assessment



Reimagine Destinations Program

- Destination assessment
- Full-day workshop
- 100 hours free consulting
- \$20,000 creative asset production shoot



Destination Assessment

- Background research
- Core team meetings
- Visitor profile study
- Resident sentiment study (2021)
- Tourism stakeholder study (2022)
- Case studies



City of Ouray & CTO

- City of Ouray participated in the Restart Destinations Program
- Identified an opportunity to restructure the local destination organization
- CRAFT Mentor developed a recommended structure and job description
- City Council approved the new organization structure and a new tourism director was onboarded



OURAY TOURISM DEPARTMENT



New tourism director tasked with more than drawing guests

Branding, wayfinding projects on Montrose resident Kailey Rhoten's to-do list



City of Ouray Tourism Director Updates

- Reimagine Destinations grant program
- Branding
- Wayfinding
- CTO Marketing Matching Grant application
- Website updates
- Boosting social media platform and presence



Core Team



Core Team Meetings

- Core Team survey conducted and 2 meetings
- Top priority is to encourage responsible and respectful use
- Desire to align on a vision for moving forward
- Marketing and messaging to manage visitors
- Champion the value of tourism
 - economic impact
 - quality of life
 - infrastructure and investments



Tourism Stakeholder Survey



Tourism Stakeholder Survey

- 81 responses
- Nearly all located in Ouray
- Owners, employees, managers
- Retail
- F&B
- Accommodation
- Outdoor recreation
- Other



Tourism Stakeholder Survey

- 2022 Visitation
 - Majority saw visitation decrease from 2021
- 2022 Revenue
 - Majority of respondents saw revenue decrease or stay the same



Tourism Stakeholder Survey

- Top 3 concerns for 12 months
 - housing costs for employees
 - rising cost of supplies
 - hiring/retaining staff
- Top 3 priorities for 12 months
 - encourage responsible and respectful use
 - workforce development
 - attract more responsible and respectful visitors
 - promote local business and attractions
 - promote shoulder/off season visitation



Tourism Stakeholders

- How would you like to see Ouray marketed?
 - social media (highest at 66%)
 - digital advertising
 - influencers, bloggers, writers
 - no marketing
 - print ads



A wide-angle photograph of a snow-covered town street. The street is lined with brick buildings, some with snow on their roofs. In the background, there are large, snow-covered mountains under a cloudy sky. The text "Resident Sentiment Survey" is overlaid on the image in a large, white, sans-serif font.

Resident Sentiment Survey

ORAY
INN

Resident Sentiment Survey 2021

- 203 responses were received
- Large majority agree tourism is important to the local economy and good for Ouray
- Majority agree that overcrowding by tourists is spoiling natural areas
- Very few respondents think the tourism industry is doing a good job educating tourists on how to be responsible travelers



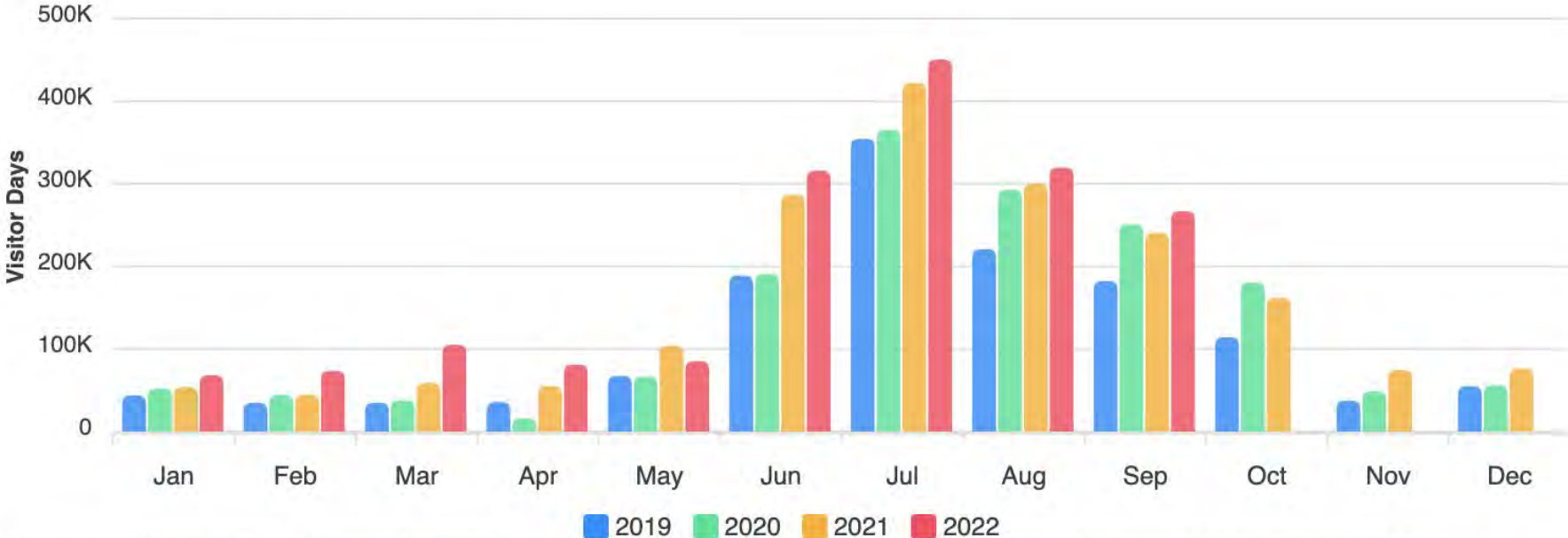
A person in a blue jacket and yellow pants is ice climbing a massive, icicle-covered rock face. The rock is covered in thick, white snow and numerous long, sharp icicles hanging from the surface. The climber is positioned in the lower-left quadrant of the frame, providing a sense of scale to the immense size of the ice formation. The overall scene is a dramatic and challenging winter sport.

— Visitor Profile Study

Year over Year

Monthly Trend Analysis

Monthly Volume by Visitor Days

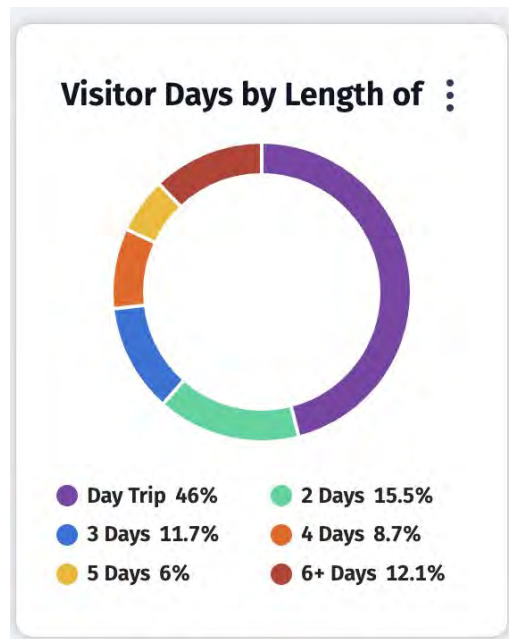


Filters: In-State Out-of-State Distance: 50 mi - 3,250 mi Date Range: 1/1/19 - 9/30/22

Polygons: Clusters: All POIs: All

Visitor Days by Length of Stay

2019



2020



2021



2022*



*2022 accounts for Jan 1 to August 31, note seasonality for this destination comes into play

Recommended Priorities



Recommended Priorities


1. Encourage responsible and respectful use
2. Champion the value of tourism
3. Advance off-peak tourism opportunities
4. Promote local businesses and attractions





Lunch Break

Case Study: Whitefish, Montana

A street scene in Whitefish, Montana. In the foreground, a blue vintage pickup truck is driving away from the camera. To the left, a silver SUV is parked. The street is lined with modern, multi-story buildings with large windows and balconies. In the background, there are large, green mountains under a clear sky. The scene is bright and sunny, with trees and bushes in the foreground.

Whitefish, Montana

- Sustainable Tourism Management Plan Key Pillars
 - Community Engagement
 - Livability
 - Community Character
- Created jointly by city council, tourism management committee and other outside advisors



Courtesy of explorewhitefish.com and Brian Schott

Community Engagement

- Engage and empower residents to plan for and manage the tourism economy
- Solicit resident opinions throughout the planning process
- Coordinate and partner with multiple stakeholders
- Conduct outreach to residents and visitors regarding the benefits of tourism



Courtesy of explorewhitefish.com and Brian Schott

Livability

- Strive toward a community for all income levels through affordable housing and affordable cost of living
- Encourage businesses to incorporate sustainable tourism practices
- Strengthen the quality of life through improved local services and infrastructure
- Identify opportunities and services from tourism that will benefit lower-income households



Courtesy of [explorewhitefish.com](https://www.explorewhitefish.com) and Brian Schott

Community Character

- Respect, preserve and celebrate the heritage, culture, arts, traditions, and distinctiveness of the community
- Promote a vibrant, creative, diverse, and friendly community with an emphasis on unique local businesses
- Discourage sprawl and development that is not in character with the community



Courtesy of explorewhitefish.com and Brian Schott

Community Stakeholder Guide

- Showcases tourism stakeholders
- Breaks down each stakeholder's role

| Tourism – Hospitality Industry | | | |
|--|--|---|--------------------------------------|
| Whitefish Convention and Visitor Bureau | Montana Office of Tourism | Glacier Country Regional Tourism Commission | Whitefish Chamber of Commerce |
| <ul style="list-style-type: none"> • Partnerships, visitor center • Tourism strategy, policy development, and coordination on implementation strategies • Branding, marketing, promotion, research, and communications | | | |
| Public Sector | | | |
| City of Whitefish (Departments, Whitefish Housing Authority) | Flathead County (Planning, DES, FCEDA, Roads, Parks & Rec.) | State of Montana (DNRC, MDT, DOC, FWP, DEQ.) | Federal (USFS, NPS, EDA) |
| <ul style="list-style-type: none"> • Planning, growth policy, development regulations, economic development, budgeting, grant administration, housing initiatives, public safety, sustainability • Infrastructure, transportation, parks, trails, law enforcement • Community engagement, communications, partnerships, coordination | | | |
| Private Sector | | | |
| Large Employers | Small Business | Employees | Developers |
| <ul style="list-style-type: none"> • Tourism and recreation services, hospitality, marketing, sustainable business practices, taxpayers • Job creation, worker recruitment, financing, business investment, coordinate with public sector • Housing development, downtown and commercial development, coordination with public sector | | | |
| Civic | | | |
| Education | Nonprofit | Health | Community |
| <ul style="list-style-type: none"> • Capacity building, training, fundraising, community outreach, promote sustainability and equity • Provide community and social services, coordination with public and private sector | | | |
| Residents | | | |
| Year-Round | Second Home | Future | |
| <ul style="list-style-type: none"> • Consumers, responsible citizenship, taxpayers • Public participation, volunteer, charitable contributions, community ambassadors | | | |
| Visitors | | | |
| In-State | Out-of-State | Leisure | Business |
| <ul style="list-style-type: none"> • Consumers, sustainable travel practices • Communications through travel reviews, consumer surveys, feedback to hosts | | | |

DES = Dept. of Emergency Services, FCEDA = Flathead County Economic Development, DNRC= Dept. of Natural Resources and Conservation, MDT = Montana Dept. of Transportation, FWP = Fish, Wildlife and Parks, DEQ = Dept. of Environmental Quality, USFS = United States Forest Service, NPS = National Park Service, EDA = Economic Development Administration

Action Planning



Recommended Priorities

1. Encourage responsible and respectful use
2. Champion the value of tourism
3. Advance off-peak tourism opportunities
4. Promote local businesses and attractions



Lead - Partner - Advocate Framework

LEAD

Visit Ouray will be responsible and accountable for the initiative

PARTNER

Visit Ouray will support the pursuit of the stakeholders' goals

ADVOCATE

Visit Ouray will work with, for and through others to achieve a desired outcome

| <u>PRIORITY</u> | <u>EXAMPLE TACTIC</u> | <u>DMO</u> |
|--|--|------------|
| Encourage responsible and respectful use | Convene a recreation roundtable | Partner |
| | Prioritize and distribute visitor behavior messaging (Do Colorado Right) | Lead |
| | Launch trailhead ambassador program/adopt a trail program | Partner |
| | Require education for backcountry use/permitting | Advocate |
| | Host voluntourism events | Partner |
| Champion the value of tourism | Curate messaging and engage residents and elected officials | Lead |
| | Launch a symbolic action | Lead |
| | Ensure tourism has a seat at the table of larger conversations | Advocate |
| Advance Off-Peak Tourism Opportunities | Inventory attractions and activities available during off-seasons | Lead |
| | Identify gaps or needs (events, etc.) | Partner |
| | Curate images to support off-season promotions | Lead |
| | Develop content to support off-season activities | Lead |
| Promote local businesses and attractions | Curate images and social media content that promotes local businesses | Lead |
| | Improve informational signage in town and on website | Partner |
| | Provide tools and resources for local businesses and partners to share messaging | Lead |

| <u>PRIORITY</u> | <u>EXAMPLE TACTIC</u> | <u>DMO</u> |
|--|--|-------------|
| Encourage responsible and respectful use | Convene a recreation roundtable | Partner |
| | Prioritize and distribute visitor behavior messaging (Do Ouray Right) | Lead |
| | Launch trailhead ambassador program/adopt a trail program | Partner |
| | Require education for backcountry use/permitting | Advocate |
| | Host voluntourism events | Partner |
| Champion the value of tourism | Curate messaging and engage residents and elected officials | Lead |
| | Launch a symbolic action | Lead |
| | Ensure tourism has a seat at the table of larger conversations | Advocate |
| Advance off-peak tourism opportunities | Inventory attractions and activities available during off-seasons | Lead |
| | Identify gaps or needs (events,, businesses to remain open in winter, etc.) | Partner |
| | Curate images to support off-season promotions | Lead |
| | Develop content to support off-season activities | Lead |
| Promote local businesses and attractions | Curate images and social media content that promotes local businesses and attractions | Lead |
| | Provide tools and resources for local businesses and partners to share content | Lead |

Recommended Priorities

1. Encourage responsible and respectful use
2. Champion the value of tourism
3. Advance off-peak tourism opportunities
4. Promote local businesses and attractions



Next Steps



Next Steps

- Summary Report
- Technical assistance scope of work
- Technical assistance through May 2023
- Creative asset production



Q+A



COLORADO
TOURISM OFFICE



THANK YOU



COLORADO
TOURISM OFFICE

Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

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

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

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

| | |
|---|-----------------------------------|
| 1. Name of Applicant Organization or Political Candidate <i>Ourray Elks Lodge # 492 - Turkey Bingo</i> | State Sales Tax Number (Required) |
|---|-----------------------------------|

| | |
|--|--|
| 2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>P.O. Box 421 Main St. Ourray, Colorado 81427</i> | 3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>421 Main St Ourray, CO 81427</i> |
|--|--|

| | | |
|---|---------------|--------------|
| 4. Authorized Representative of Qualifying Organization or Political Candidate <i>Shelly Kullman</i> | Date of Birth | Phone Number |
|---|---------------|--------------|

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

| | | |
|-------------------------------------|---------------|--------------|
| 5. Event Manager <i>R. Owens</i> | Date of Birth | Phone Number |
|-------------------------------------|---------------|--------------|

| | |
|---|--------------------------------|
| Event Manager Home Address (Street, City, State, ZIP) | Email Address of Event Manager |
|---|--------------------------------|

| | |
|--|---|
| 6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____ | 7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number _____ |
|--|---|

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

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

| Date | Date | Date | Date | Date |
|-----------------------------|----------------|----------------|----------------|----------------|
| <i>11-12-2022</i> | | | | |
| Hours From <i>5:00 p.m.</i> | Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| To <i>11:00 p.m.</i> | To .m. | To .m. | To .m. | To .m. |
| Date | Date | Date | Date | Date |
| Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| To .m. | To .m. | To .m. | To .m. | To .m. |
| Date | Date | Date | Date | Date |
| Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| To .m. | To .m. | To .m. | To .m. | To .m. |

Oath of Applicant

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

| | | |
|------------------------------------|-------|-------------------------|
| Signature <i>Shelly Kullman</i> | Title | Date <i>10/13/22</i> |
|------------------------------------|-------|-------------------------|

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

| | | |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

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

Liability Information

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

DR 8400 (07/24/19)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
Submit to Local Licensing Authority

THAI CHILI OURAY
 P.O. BOX 735
 Ouray CO 81427

| Fees Due | |
|--|--------|
| Renewal Fee | 500.00 |
| 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 | \$ 500 |

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

| | | | | |
|---|---|---|--------------------------------------|-----------------------------------|
| Licensee Name THAI CHILI OURAY LLC | | Doing Business As Name (DBA) THAI CHILI OURAY LLC | | |
| Liquor License # 03-08819 | License Type Hotel & Restaurant | Sales Tax License # 310234370000 | Expiration Date 11/30/2022 | Due Date 10/30/2022 |
| Business Address 746 MAIN STREET Ouray CO 81427 | | | | Phone Number 9703254100 |
| Mailing Address P.O. BOX 735 Ouray CO 81427 | | | Email | |
| Operating Manager Natakit Bourrod | Date of Birth | Home Address | 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? Owned <input type="checkbox"/> Rented* <input checked="" type="checkbox"/> *If rented, expiration date of lease 8/12/2026 | | | | |
| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |
| 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |
| 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |
| 4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |
| 5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |
| 6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |
| 7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |

Submit to Local Licensing Authority

GOLD BELT BAR & GRILL
PO BOX 163
Ouray CO 81427

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

| | | | |
|---|---|---|----------------------------|
| Licensee Name CLARK AND HAGLUND LLC | | Doing Business As Name (DBA) GOLD BELT BAR & GRILL | |
| Liquor License # 42-70565-0002 | License Type Hotel & Restaurant (city) <i>Restaurant</i> | | |
| Sales Tax License Number 04270565004 | Expiration Date 12/29/2022 | Due Date 11/14/2022 | |
| Business Address 800 MAIN ST Ouray CO 81427 | | | Phone Number 9703180009 |
| Mailing Address PO BOX 163 Ouray CO 81427 | | Email | |
| Operating Manager <i>Heather Clark</i> | Date of Birth | Home Address | 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 checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____ | | | |
| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <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 | | | |

Submit to Local Licensing Authority

**OURAY LODGE NO 492
 PO BOX 647
 Ouray CO 81427**

| Fees Due | | |
|--|-----------------------|-----------|
| Renewal Fee | | 408.75 |
| Storage Permit | \$100 X _____ | \$ |
| Sidewalk Service Area | \$75.00 | \$ |
| Additional Optional Premise Hotel & Restaurant | \$100 X _____ | \$ |
| Related Facility - Campus Liquor Complex | \$160.00 per facility | \$ |
| Amount Due/Paid | | \$ |

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

| | | | |
|---|-------------------------------------|--|----------------------------|
| Licensee Name BPOE LODGE | | Doing Business As Name (DBA) OURAY LODGE NO 492 | |
| Liquor License # 04-01748-0002 | License Type Club License (city) | | |
| Sales Tax License Number 04017480002 | Expiration Date 12/31/2022 | Due Date 11/16/2022 | |
| Business Address 421 MAIN ST Ouray CO 81427 | | | Phone Number 9703254510 |
| Mailing Address PO BOX 647 Ouray CO 81427 | | Email | |
| Operating Manager Jill Schen | Date of Birth | Home Address | |
| 1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____ | | | |
| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <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 | | | |

ORDINANCE NO. 11 (SERIES 2022)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING SECTION 13-6 OF THE OURAY MUNICIPAL CODE TO ADD MORE SPECIFIC REGULATIONS CONCERNING SNOW REMOVAL; AND ESTABLISHING AN ASSESSMENT AND PENALTY FOR FAILURE TO MAINTAIN SIDEWALKS IN THE WINTER.

WHEREAS, the City has significant snow fall in the winter and has historically not enforced its regulations requiring snow and ice removal from sidewalks after each snow event so that pedestrians may walk safely on City sidewalks.

WHEREAS, without adequate enforcement, many City sidewalks are inaccessible to pedestrians in the winter causing people to walk in the streets.

WHEREAS, City Council desires to implement a policy where the City shall enforce the removal of snow and ice from sidewalks and desires to establish assessment and penalty provisions to allow the City flexibility with enforcement.

WHEREAS, City Council determines it is necessary to preserve the public health, safety, and welfare to regulate the removal of ice and snow from City sidewalks.

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

SECTION 1: CODE AMENDMENT.

Section 13-6 Sidewalk Construction, Maintenance and Civil Liability is repealed and replaced as follows:

13-6 Sidewalk Construction, Maintenance and Civil Liability

- A. All City sidewalks on City property or easements shall be designed, located, sized, and constructed in accordance with standards and specifications approved by the City, from time to time. Any person constructing or replacing a City sidewalk shall obtain a permit from the City pursuant to Section 13-3-F.
- B. The owner, tenant, and party in actual possession of property abutting any City sidewalk, shall be jointly and severally liable for any failure to maintain the sidewalk in good repair and condition or replace the abutting sidewalk whenever a dangerous condition exists in City's sole reasonable discretion.
- C. The City may, as it deems necessary or appropriate, order the construction or repair to any

sidewalk. In the event the owner of the abutting property fails or refuses to make such construction or repairs in accordance with City standards and specifications, the City may cause the appropriate construction or repair of the sidewalk to be done and assess the costs thereof against the abutting property and its owner. In addition to assessed costs, an owner, occupant, or party in actual possession may be assessed a penalty for such failure to maintain.

- D. The owner, occupant, or party in actual possession of property abutting any City sidewalk shall be jointly and severally liable for any failure to remove snow and ice from any abutting City sidewalk. Snow and ice shall be removed from the abutting sidewalk within twenty-four (24) hours after a snow event with less than twelve inches (12") of accumulated snow or forty-eight (48) hours after a snow event with more than twelve inches (12") of accumulated snow. Removal of snow and ice means shoveling the sidewalk such that the snow accumulation is removed and using a traction agent is applied, such as sand or salt to melt ice accumulation, if necessary.
- E. The City may, as it deems necessary or appropriate, order such snow and ice be removed by posting such order on the real property. In the event snow and ice is not removed within twenty-four (24) hours after such order is posted, the City may cause the appropriate removal of such snow and ice and assess the costs thereof to the abutting property owner, occupant, or party in actual possession. In addition to the assessed costs, an owner, occupant, or party in possession may be assessed a penalty for such failure to remove.
- F. Any costs recovered for work completed by the City under this Section shall include all costs of construction, replacement, maintenance, repair, or removal including costs attributable to the use of City equipment and personnel, any out-of-pocket costs the City incurs, reasonable attorney's fees incurred by the City related to the work or the collection of the assessment, penalty, and any other costs of collecting assessments or amounts due. All such costs shall be a lien against the abutting property which may be foreclosed by the City in any lawful manner. Such costs may be certified to the county for collection with real property taxes or may be collected in any other lawful manner. Prior thereto, the City shall notify the owner of record of the property and allow a hearing with a City representative concerning any amount proposed to be certified to the County for collection.
- F. The failure to maintain and construct sidewalks in accordance with the requirements of this section is hereby declared to be a nuisance, which may be abated by the City in any lawful manner.
- G. There is hereby created a right of action against the owners of property abutting City sidewalks on account of their failure to remove snow, ice, debris, or obstructions from abutting sidewalks, to maintain the abutting sidewalks in a safe condition, or to correct any dangerous condition of such abutting sidewalks. The owners of the abutting property shall

be civilly liable for the violation of any provisions of this section to anyone injured as a result thereby and shall be civilly liable to hold harmless, defend, and indemnify the City, its officers, employees, or contractor on account of any claim made or adjudged against the City, its officers, employees, or contractors on account of their failure to comply with the provisions of this Section.

H. It shall be unlawful to violate any of the provisions of this Section.

SECTION 2: EFFECTIVE DATE.

The provisions of this Ordinance shall become effective thirty days after publication in accordance with City of Ouray Charter 3.5(G).

SECTION 3: SEVERABILITY.

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED
on first reading by 5 to 0 vote of the Ouray City Council this 17th day of OCTOBER, 2022.

CITY OF OURAY, COLORADO



Ethan Funk, Mayor

ATTEST:



Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council this ____ day of _____, 2022.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 11 (Series No. 2022), was introduced, read, and passed by the Ouray City Council on first reading on _____, 2022. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2022, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2022, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

CITY OF OURAY, COLORADO

**ORDINANCE NO. 12
SERIES 2022**

AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$12,100,000; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED LOAN AND PROJECT; AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING.

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

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

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

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

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

WHEREAS, the Council has heretofore determined that the interest of the City and the public interest and necessity demand and require the construction of a new membrane surface water treatment plant and various appurtenant improvements of the System (the “Project”); and

WHEREAS, the Council has determined that in order to finance the Project, it is necessary and advisable and in the best interests of the City to enter into a loan agreement (the “Loan Agreement”) with the Colorado Water Resources and Power Development Authority

("CWRPDA"), a body corporate and political subdivision of the State, pursuant to which CWRPDA shall loan the City an amount of not to exceed \$12,100,000 which is expected to be reduced to \$7,100,000 at closing of the Loan assuming \$5,000,000 of up front principal forgiveness, which principal forgiveness amount is subject to change (the "Loan") for such purposes; and

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

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

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

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

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

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

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

WHEREAS, except to secure the Loan and the Bond, the City has not pledged nor hypothecated the Pledged Property derived or to be derived from the operation of the System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the Pledged Property may now be pledged lawfully and irrevocably to the payment of the Bond; and

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

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

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

Section 1. Determinations. The Council hereby finds and determines that the System constitutes an enterprise under all applicable State laws.

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

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

Section 3. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The City hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 4. Delegation.

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

- i) The interest rate on the Loan;
 - ii) The principal amount of the Loan;
 - iii) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
 - iv) The dates on which the principal of and interest on the Loan are paid; and
 - v) The existence and amount of reserve funds for the Loan, if any.
- (b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:
- (i) the net effective interest rate on the Loan shall not exceed 2.75%;
 - (ii) the principal amount of the Loan shall not exceed \$12,100,000; and
 - (iii) the final maturity of the Loan shall not be later than December 31, 2055.

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

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

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

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

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

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

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

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

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

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

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

Section 15. Electronic Signatures; Electronic Transactions. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

Section 19. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the City and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other

measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the City to keep and perform the covenants contained in this Ordinance.

Section 20. Declaration of Emergency. In order to effect the Project while favorable market conditions exist, it is hereby declared that an emergency exists and that this Ordinance is immediately necessary for the preservation of the public peace, health, safety, and financial well-being of the City. This Ordinance is hereby declared, pursuant to Section 6.1 (B.) of the Charter, to be exempt from referendum.

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

PASSED AND APPROVED AT A REGULAR MEETING OF THE CITY OF OURAY
ON FIRST READING ON NOVEMBER 7, 2022.

CITY OF OURAY, COLORADO

By: _____
Ethan Funk, Mayor

(SEAL)

ATTEST:

Melissa M. Drake, City Clerk

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

CITY OF OURAY, COLORADO

By: _____
Ethan Funk, Mayor

(SEAL)

ATTEST:

Melissa M. Drake, City Clerk

STATE OF COLORADO)
)
 COUNTY OF OURAY) ss.
)
 CITY OF OURAY)

I, Melissa M. Drake, City Clerk of the City of Ouray, Colorado (the “City”), do hereby certify that:

1. The attached copy of Ordinance No. 12, Series 2022 (the “Ordinance”) is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read, and approved on first reading by the City Council of the City (the “Council”) at a regular meeting held on November 7, 2022, by an affirmative vote of the Council members present at the meeting as follows:

| <u>Name</u> | <u>Voting “Yes”</u> | <u>Voting “No”</u> | <u>Absent</u> | <u>Abstaining</u> |
|-------------------|---------------------|--------------------|---------------|-------------------|
| Ethan Funk, Mayor | | | | |
| Tamara Gulde | | | | |
| Josh Smith | | | | |
| K. John Wood | | | | |
| Peggy Lindsey | | | | |

3. The Ordinance was approved on second and final reading by the City Council of the City (the “Council”) at a regular meeting held on November 21, 2022, and adopted as an emergency ordinance and was approved by affirmative votes of the Council members present at the meeting as follows:

| <u>Name</u> | <u>Voting “Yes”</u> | <u>Voting “No”</u> | <u>Absent</u> | <u>Abstaining</u> |
|-------------------|---------------------|--------------------|---------------|-------------------|
| Ethan Funk, Mayor | | | | |
| Tamara Gulde | | | | |
| Josh Smith | | | | |
| K. John Wood | | | | |
| Peggy Lindsey | | | | |

4. The notice of the regular meetings of November 7, 2022, and November 21, 2022, in the forms attached hereto as **Exhibit A**, was posted in a designated public place within

the boundaries of the City and on the City's website no less than twenty-four hours prior to the meeting as required by law.

5. The members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

6. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance.

7. The Ordinance was published by title and summary together with the notice of the time and place of the hearing on November 10, 2022, which was at least 10 days in advance of the hearing. In addition, the full text of the ordinance was posted at City Hall from the day after introduction until effective.

8. Upon final adoption, the ordinance was published by title and summary only as directed by Council in the Ouray County Plaindealer, a newspaper of general circulation within the City on November 10, 2022. The affidavit of publication is attached hereto as **Exhibit B**.

WITNESS my hand and the seal of the City affixed this November ____, 2022.

Melissa M. Drake, City Clerk

(SEAL)

Exhibit A

(Form of Notice of Meetings)

Exhibit B

(Affidavits of Publication)

ORDINANCE NO. 13 (Series No. 2022)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING WATER, SEWER, REFUSE, AND RECYCLING RATES FOR 2023

WHEREAS, the City of Ouray (City) finds it necessary to increase the water base rate, water system upgrade surcharge, sewer base rate, waste water treatment surcharge, refuse base rate, recycling base rate, and Refuse Service Fee for 2023; and

WHEREAS, the water debt surcharge and water and sewer service fees will not increase.

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

SECTION 1:

Chapter 9, Section 10, Subsection C, paragraphs 1, 2, 3, 5, and 6 of the Code of the City of Ouray, Colorado, are repealed and replaced as follows:

1. Water Base Rate is \$36.70 per month per EQR.
2. Sewer Base Rate is \$58.21 per month per EQR.
3. Yearly Service Fees for Water and Sewer are \$1.75 each.
5. Water System Upgrade Surcharge is \$21.05 per month per EQR.
6. Wastewater Treatment Surcharge is \$45.78 per month per EQR.

SECTION 2:

Chapter 12, Section 3, Subsection A, paragraphs 2, 3, and 4 of the Code of the City of Ouray, Colorado, are repealed and replaced as follows:

2. Refuse Base Rate is \$26.23 per month.
3. Recycling Base Rate is \$10.70 per month.
4. Refuse Service Fee is \$2.25 per month.

SECTION 3: Effective Date

The provisions of this Ordinance shall become effective on January 1, 2023.

SECTION 4: Savings Clause

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

SECTION 5: Severability

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

INTRODUCED, READ, APPROVED AS INTRODUCED AND ORDERED PUBLISHED on first reading by _____ vote of the Ouray City Council, this 7th day of November, 2022.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council, this 21st day of November, 2021.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 13 (Series No. 2022), was introduced, read, passed on first reading on November 7, 2022. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on November ____, 2022, and thereafter introduced, read, and adopted by the Ouray City Council on November ____, 2022, and thereafter published in the *Ouray County Plaindealer* as required by law.

Melissa M. Drake, City Clerk



OURAY ICE PARK

P.O. BOX 1058 OURAY, CO 81427 (970) 325-4288

September 30, 2022

Dear Silas and Ouray City Council,

I would like to request \$25,000 from the Park Fund that is generated each year by the CGO revenue, which the Ice Park splits 50/50 with the City. I am requesting this funding to help cover the cost of excavating the Box Canyon Road to bury our new 6 inch water supply line. Since Clearnetworx is only contributing \$50,000 to bury their fiber optic conduit in the same trench, we need additional funds to cover the Meridian Partners fee for this portion of Our Water Our Future project. Thank you.

Sincerely,

Peter O'Neil



| Date | Journal | Reference Number | Payee or Description | Debit Amount | Credit Amount | Balance |
|--|---------|------------------|--|--------------|---------------|--------------|
| 50-47-4047 Ice Park Guide Donations | | | | | | |
| | | | 01/01/2017 (00/17) Balance | .00 * | .00 * | .00 |
| 12/29/2017 | CR | 1037918 | SJMG OIP Voluntary FEE - San Juan Mt Gui | | 7,401.21- | |
| | | | 12/31/2017 (12/17) Period Totals and Balance | .00 * | 7,401.21- * | 7,401.21- |
| 08/13/2019 | CR | 1041512 | SJMG-Concessionaire Fees Donation - San | | 9,657.69- | |
| | | | 08/31/2019 (08/19) Period Totals and Balance | .00 * | 9,657.69- * | 9,657.69- |
| | | | 10/31/2022 (10/22) Period Totals and Balance | .00 * | .00 * | .00 |
| YTD Encumbrance | | .00 | YTD Pending | .00 | YTD Actual | .00 Total |
| | | | | .00 | YTD Budget | .00 Unearned |
| | | | | | | .00 |

| | | | | | | |
|---------------------------------|----|---------|--|-------|-----------------------|---------------------|
| 50-47-4048 Ice Park Fees | | | | | | |
| | | | 01/01/2017 (00/17) Balance | .00 * | .00 * | .00 |
| 10/31/2019 | CR | 1041996 | Inst. Concessionaire Fees - Ouray Ice Park | | 13,366.97- | |
| | | | 10/31/2019 (10/19) Period Totals and Balance | .00 * | 13,366.97- * | 13,366.97- |
| 10/22/2020 | CR | 1043988 | Ice Park Fees - Ouray Ice Park | | 11,059.90- | |
| | | | 10/31/2020 (10/20) Period Totals and Balance | .00 * | 11,059.90- * | 11,059.90- |
| 10/29/2021 | CR | 2000285 | IceParkConcessionaire Half - Ouray Ice Park | | 11,443.50- | |
| | | | 10/31/2021 (10/21) Period Totals and Balance | .00 * | 11,443.50- * | 11,443.50- |
| 09/28/2022 | CR | 1048124 | Ice Park CGO User Fee 50% - Ouray Ice Park | | 11,722.00- | |
| | | | 09/30/2022 (09/22) Period Totals and Balance | .00 * | 11,722.00- * | 11,722.00- |
| | | | 10/31/2022 (10/22) Period Totals and Balance | .00 * | .00 * | 11,722.00- |
| YTD Encumbrance | | .00 | YTD Pending | .00 | YTD Actual | 11,722.00- Total |
| | | | | | 11,722.00- YTD Budget | 11,000.00- Unearned |
| | | | | | | 722.00- |

| | | | | | | |
|-------------------------------------|----|-----|--|-------------|---------------------|----------------|
| 50-58-7700 Ice Park Expenses | | | | | | |
| | | | 01/01/2017 (00/17) Balance | .00 * | .00 * | .00 |
| 01/31/2019 | AP | 283 | CC Enterprises | 2,848.00 | | |
| | | | 02/28/2019 (02/19) Period Totals and Balance | 2,848.00 * | .00 * | 2,848.00 |
| 01/09/2020 | AP | 254 | Ouray Ice Park Inc | 10,100.00 | | |
| | | | 01/31/2020 (01/20) Period Totals and Balance | 10,100.00 * | .00 * | 10,100.00 |
| 11/02/2020 | AP | 376 | Viner Law | 100.00 | | |
| | | | 11/30/2020 (11/20) Period Totals and Balance | 100.00 * | .00 * | 10,200.00 |
| 06/02/2021 | AP | 344 | Viner Law | 670.00 | | |
| | | | 06/30/2021 (06/21) Period Totals and Balance | 670.00 * | .00 * | 670.00 |
| 09/30/2021 | AP | 58 | Wright Water Engineers | 2,553.75 | | |
| 11/03/2021 | AP | 373 | Wright Water Engineers | 1,483.75 | | |
| | | | 11/30/2021 (11/21) Period Totals and Balance | 4,037.50 * | .00 * | 4,707.50 |
| 11/22/2021 | AP | 389 | UMB - Card Services | 753.00 | | |
| 01/01/2022 | AP | 654 | Viner Law | 580.00 | | |
| | | | 12/31/2021 (12/21) Period Totals and Balance | 1,333.00 * | .00 * | 6,040.50 |
| 02/22/2022 | AP | 424 | Wright Water Engineers | 324.00 | | |
| | | | 02/28/2022 (02/22) Period Totals and Balance | 324.00 * | .00 * | 324.00 |
| 07/19/2022 | AP | 321 | Ouray Ice Park Inc | 1,000.00 | | |
| | | | 07/31/2022 (07/22) Period Totals and Balance | 1,000.00 * | .00 * | 1,324.00 |
| | | | 10/31/2022 (10/22) Period Totals and Balance | .00 * | .00 * | 1,324.00 |
| YTD Encumbrance | | .00 | YTD Pending | .00 | YTD Actual | 1,324.00 Total |
| | | | | | 1,324.00 YTD Budget | .00 Unexpended |
| | | | | | | 1,324.00- |

Number of transactions: 16 Number of accounts: 3

| Debit | Credit | Proof |
|-----------|------------|------------|
| 20,412.50 | 64,651.27- | 44,238.77- |

Total PARKS FUND:

Number of transactions: 16 Number of accounts: 3

| Debit | Credit | Proof |
|-----------|------------|------------|
| 20,412.50 | 64,651.27- | 44,238.77- |

Grand Totals:

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 7, 2022**, between the **City of Ouray, 320 6th Avenue, Ouray, CO 81427 (Client)** and **Buckhorn Engineering Inc., 222 S. Park Avenue, Montrose, CO 81401 (BEI)**. Client and BEI agree that BEI will perform the professional services identified in Exhibit A associated with:

Construction Materials Testing and Inspection for the Ouray Wastewater Treatment Facility Expansion, Ouray, CO

Representatives: **CLIENT:** Silas Clarke, City of Ouray

BEI: Jeramy Harshman

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to BEI:

Reimbursement shall be **within 30 days after invoicing**, (with a not-to-exceed total of **\$57,924**). BEI shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, BEI may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CLIENT'S prior approval.

The following are hereby made a part of this AGREEMENT by attachment:

- Terms and Conditions** (3 pages)
- Exhibit A - Scope of Services and 2021 Fee Schedule**

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Accepted for Client:

Accepted for BEI:

By: _____

By: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Tax ID No. 86-2606389

BEI STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF BEI

A. Basic Services

BEI shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

BEI's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, BEI's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for BEI to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of BEI, the rates and amounts of compensation and time for completion provided herein shall be subject to equitable adjustment

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects, the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, BEI will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

BEI will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with BEI's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition, BEI may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine BEI's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to BEI whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of BEI's Scope of Services or any defect in the Services of BEI or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for BEI and BEI's sub consultants to enter upon public or private property as required for BEI to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF BEI

A. Independent Contractor

BEI is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. BEI shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

BEI will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and BEI cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the Client are specifically objected to.

C. Publicity

BEI will not disclose the nature of its Scope of Services on the Project or engage in any publicity or public media disclosures with respect to this Project without the prior written consent of Client.

D. Insurance

BEI will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of BEI engaged in work under this contract as required by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.
2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of BEI and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as and additional insured, with respect to the work

done by or on behalf of BEI and arising out of the Scope of Services under this agreement.

4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

E. Compliance with Laws

BEI will use reasonable care in accordance with 4.B to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

F. No responsibility for Contractor Performance

BEI will not be responsible for the quality of work for any person or entity (not including BEI, its employees, representatives, and Consultants) performing or supporting construction activities relating to the Project (Contractor), or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

G. No responsibility for Site Safety

Construction Contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs; and compliance with applicable laws and regulations

H. Equal Opportunity Employment

BEI is committed to the principles of equal opportunity and affirmative action in employment and procurement. BEI does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

I. Services Not Included:

BEI's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
3. Providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or
4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and BEI shall retain an ownership and property interest therein (including the right of reuse at the discretion of BEI) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of BEI will be at Client's sole
3. commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

risk. Client shall indemnify and hold harmless BEI and BEI's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.

2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by BEI.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of BEI, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by BEI. BEI will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
4. BEI makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by BEI at the beginning of this Project.

B. Indemnification

1. BEI agrees, to the fullest extent allowed by law, to indemnify and hold harmless Client from and against any liability, damages and costs (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent act, or omission of BEI or anyone for whom BEI is legally responsible. BEI's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of BEI's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless BEI from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) but only to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. A party's total liability to the other party and anyone claiming by, through or under the other party for any claim, cost, loss or damage (including reasonable attorney fees and cost of defense) caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share the party's actual negligence bears to the total of all negligence of Client, BEI and all other negligent entities and individuals.

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, BEI will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not

D. Mutual Waiver

To the fullest extent permitted by Laws and Regulations, BEI and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the

Project, from any cause or causes.

E. Limitation of Liability

Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BEI and BEI's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through or under Client for any and all claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to BEI's services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall not exceed the total amount of \$50,000 or two times the total compensation received by BEI under this Agreement, whichever is greater.

F. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

G. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

H. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

I. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the **State of Colorado**, and it is mutually agreed that this Agreement shall be governed by the laws of the **State of Colorado**, both as to interpretation and performance.

J. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of BEI. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs BEI's ability to operate business in accordance with the provisions of this Agreement.

K. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, in any.

L. Successor, Assigns, and Beneficiaries

Neither Client nor BEI may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of BEI. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs BEI's ability to operate business in accordance with the provisions of this Agreement.

O. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, in any.

P. Successor, Assigns, and Beneficiaries

Neither Client nor BEI may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Q. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

R. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

(Remainder of page is blank)

**Exhibit A to Standard Agreement for Professional Services
Scope of Services and Payment Schedule and Reimbursable Expenses**



EXHIBIT A

October 7, 2022

Janet Hausmann
JVA Incorporated
1319 Spruce Street
Boulder, CO 80302

TRANSMITTED VIA EMAIL: jhausmann@jvajva.com

**Re: Proposal for Construction Materials Testing and Inspection Services
Ouray Wastewater Treatment Facility Expansion, Ouray CO.**

Dear Janet,

Thank you for allowing Buckhorn Engineering (BEI) the opportunity to submit this proposal to provide construction materials testing and inspection services for the for the City of Ouray Wastewater Treatment Facility Expansion project in Ouray Colorado.

We have based our proposal on the information provided to us by JVA Consulting Engineers including the 90% design drawings and Project Manual. We were also provided a preliminary construction schedule dated September 2, 2022 by the general contractor Aslan Construction.

Combined with our experience working on projects of this type we propose a level of testing which we believe is consistent with the nature of work and degree of documentation the owner, and engineer desire to cover the stated requirements in the plans and specifications. If the owner, or engineer determines that a particular item of testing should be increased, decreased or is unnecessary, we will modify our scope of work accordingly.

In general, our services will include nuclear gauge moisture and density testing during the site soils placement, observation of reinforcement steel placement for masonry, sampling and testing concrete during site concrete work and CMU (concrete masonry unit) wall inspection and grout testing. Our construction inspection and materials testing services are estimated as follows:

Earthwork: A WAQTC certified soils technician will be provided on an as-scheduled basis during site soil placement for testing moisture and density of soils. The field and laboratory testing will be performed in accordance with ASTM procedures. Based upon our preliminary review of the project documents, our field and laboratory and geotechnical services for earthwork are estimated as follows:



1. Site Grading/Field Testing:

| | |
|---|-----------|
| a) 126 hours, soil technician at \$85 per hour | \$ 10,710 |
| b) 12 hours geotechnical engineering at \$200 per hour (DOWL) | \$ 2,400 |
| c) 24 hours professional geologist at \$140 per hour | \$ 3,360 |

2. Laboratory Testing:

| | |
|--|------------------|
| a) 1 Standard Proctor (ASTM D698) at \$200 each | \$ 200 |
| b) 2 Modified Proctor (ASTM D1557) at \$250 each | \$ 500 |
| c) 2 Rock Correction (ASTM D4718) | \$ 100 |
| d) 3 Sieve Analyses 1.5" (ASTM D422) at \$105 each | \$ 315 |
| e) 1 Sieve Analyses 4" (ASTM D422) at \$150 each | \$ 150 |
| f) Specific Gravity Coarse (ASTM C127) at \$85 each | \$ 85 |
| g) 3 Atterberg Limits tests (ASTM D4318) at \$85.00 each | \$ 255 |
| EARTHWORK SUBTOTAL | \$ 17,975 |

Concrete and Reinforcing Steel Observation and Testing: An ACI Certified concrete technician will be provided on an as-scheduled basis to observe and test fresh concrete for slump, air content, unit weight and temperature. Compressive strength test specimens will be fabricated on-site and transferred to our Montrose laboratory for curing and determination of compressive strength. Testing schedule for the compressive strength 4"X8" cylinders will be two at 7 days and 3 at 28 days per ACI 813. Based upon the information provided, we estimate 41 days of site concrete placement and 41 subsequent site visits to collect compressive strength specimens after initial 24-hour cure. The estimated services for concrete testing are as follows:

1. Site Concrete:

| | |
|---|------------------|
| a) 164 hours ACI technician at \$85 per hour | \$ 13,940 |
| b) 82 hours ACI technician at \$85 per hour | \$ 6,970 |
| c) 45 sets of 5 compressive strength samples at \$100 per set | \$ 4,500 |
| CONCRETE AND REINFORCING STEEL SUBTOTAL | \$ 25,410 |

Masonry and Grout Testing: A qualified engineering technician will be provided on an as-needed basis to sample and test grout and observe the CMU wall construction. We estimate 13 days at 3 hours per day of field technician time. The estimated serviced for CMU inspection and grout testing are as follows:

1. Masonry and Grout Testing:

| | |
|---|-----------------|
| a) 39 hours Masonry Inspections at \$85 per hour | \$ 3,315 |
| b) 10 sets of 4 grout cubes at \$100 per set | \$ 1,000 |
| c) 2 sets of 3 Masonry Prisms compressive strength at \$450 per set | \$ 900 |
| MASONRY SUBTOTAL | \$ 5,215 |



Project Management, Expenses, Reporting, and Engineering Review:

BEI representatives will attend pre-construction meetings, supervise engineering technicians, evaluate and type test results as well as provide all services required as the Special Inspection Coordinator.

- 1. Special Inspection Coordination, management, reporting and engineering review
 - a) 25 hours CMT Project Manager at \$100 per hour \$ 2,500
 - b) Vehicle expenses estimated 8928 miles at \$0.58 per mile \$ 5,178
 - c) 10 hours Engineering Review at \$160 per hour \$ 1,600
- MANAGEMENT, REPORTING, AND ENGINEERING REVIEW \$ 9,234**

PROPOSAL SUMMARY

- Earthwork \$ 17,975
- Concrete and Reinforcing Steel \$ 25,410
- Masonry and Grout \$ 5,215
- Project Management, Reporting, and Engineering Review \$ 9,234

TOTAL ESTIMATE \$ 57,924

The costs presented above are based on our estimates, given the information available to us at this time. The actual testing and observation schedule will vary depending upon the actual construction schedule, quantities and the speed and efficiency of the various contractors and weather conditions, all of which are beyond our control. Please note that efforts will be made to combine as much of the different phases of testing required into single site visits resulting in a potential savings to the client.

We anticipate providing interim reports for this work on a monthly basis. Test results will be given daily on-site and all discrepancies will be brought to the attention of the contractor and the owner immediately. Formal reports can also be submitted at the discretion of the owner.

If you have any questions concerning the scope of work or estimated fees, please do not hesitate to contact me directly at 970-497-8890 or our Montrose office at 970-249-6828.

Sincerely,

Jeremy Harshman
Materials Manager



APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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

PART 1: PERSONAL DATA

Full Name: Frank Robertson
Physical Address: [Redacted]
Mailing Address: Ridgway, CO 81432
E-Mail Address: [Redacted]@outlook.com
Home Telephone Number: [Redacted]
Business Telephone Number:
Present job title: Ouray Ice Park Board member
Present employment is (check one) Full-time Part-time (Retired)
May we contact you at work for committee related issues? Yes No

PART 2: BACKGROUND INFORMATION

Please write the name of the committee for which you would like to be appointed:

Community Economic Development Committee

How long have you lived in the City of Ouray? 17 years in Ouray County

What do you think are the major issues affecting our City?

Winter economy
Mechanized recreation
Infrastructure

How do you envision your contribution to this committee?

Address issues above

[Handwritten Signature]

Signature

August 26, 2022

Date

Frank Robertson

Print Name

If you are interested in this opportunity to serve your community, please fill out the application and return to the above address. For more information, please call Human Resources at 325-7062.



APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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

PART 1: PERSONAL DATA

Full Name: Ronald E. Hineline II (Ronnie)
Physical Address: [redacted], Ouray, CO 81427
Mailing Address: [redacted] Ouray, CO 81427
E-Mail Address: [redacted]@gmail.com
Home Telephone Number: [redacted]
Business Telephone Number: [redacted]
Present job title: Regional Sales Manager
Present employment is (check one) Full-time Part-time
May we contact you at work for committee related issues? Yes No
Do you rent or own your home? If you own, do you have vacation rentals? No

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:
[] Planning Commission [x] Community Economic & Development (CDEC) [] Beautification
[x] Park & Recreation (PARC) [] Tourism Advisory Committee (TAC) [] Other:
How long have you lived in the City of Ouray? 1yr
What do you think are the major issues affecting our City?
Ability for growth, Available Housing, Childcare opportunities.
I wouldn't call anything within the city an issue, more so opportunities.
How do you envision your contribution to this committee?
Would listen first and see where my input is needed. Ouray has so many exciting things going on. See opportunity to build support off the momentum.

Signature of Ronnie Hineline

Date: 9/17/22

Print Name: Ronald E. Hineline II

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

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT made and entered into the 7th day of November 2022, by and between: The City of Ouray, a Colorado home rule municipality (City) and Moltz Construction, Inc. with its principal place of business being 8817 County Road 175, P.O. Box 729, Salida, Colorado (Construction Manager).

AS MATERIAL REPRESENTATIONS to this RELEASE AND SETTLEMENT AGREEMENT, the parties recite the following.

- A. WHEREAS, the parties entered a Design CMAR Agreement on August 2, 2021 for construction management services under a construction manager at risk (CMAR) process.
- B. WHEREAS the parties desire to terminate their relationship and settle any disputes by entering this settlement agreement.

NOW THEREFORE, in consideration of the representations, covenants, conditions and warranties contained herein the parties agree as follows:

1. PAYMENT TO CONSTRUCTION MANAGER. City shall pay Construction Manager the original \$14,358.00 that was agreed upon for the work in accordance with the August 2, 2021, contract and in addition the City shall accept the Construction Manager's change order proposal dated September 27, 2022, of an additional \$18,347.00 for additional man-hours necessary to review the design documents, site visits, meetings, and estimating for a total of \$32,705.00.
2. RELEASE BY PARTIES. The City and Construction Manager on behalf of themselves, their heirs, administrators, executors, conservators, personal representatives, agents, representatives, assigns and attorneys, do hereby release, acquit and forever discharge each other, their predecessors, successors, parents, subsidiaries, affiliates, divisions, officers, directors, trustees, agents, employees, shareholders, partners, representatives, assigns, insurers and attorneys, and each of them from any and all claims, actions, causes of action, suits and demand for damages, costs, expenses, compensation, liabilities, attorney's fees, and consequential damages, which any party has had, now has, or may have in the future on account of or arising out of any matter, thing, or event, whether known or unknown, which has

happened, developed, or occurred, or may occur in the future, in respect to anything related, in any way whatsoever, directly or indirectly, to the matter that were alleged or could have been alleged concerning the contract dated August 2, 2021 or any other matter relating to this contract.

3. DISCHARGE BY THE PARTIES. The parties, on behalf of themselves their heirs, administrators, executors, conservators, personal representatives, agents, representatives, assigns and attorneys, hereby release, acquit and forever discharge each other, their predecessors, successors, parents, subsidiaries, affiliates, divisions, officers, directors, trustees, agents, employees, shareholders, partners, representatives, assigns, insurers and attorneys, and each of them from any and all claims, actions, causes of action, suits and demand for damages, costs, expenses, compensation, liabilities, attorney's fees, and consequential damages, which they now have, or may have in the future on account of or arising out of any matter, thing, or event, whether known or unknown, which has happened, developed, or occurred, or may occur in the future, in respect to anything related, in any way whatsoever, directly or indirectly, to the matter that were alleged or could have been alleged concerning the contract dated August 2, 2021 or any other matter relating to this contract.
4. NO ADMISSION OF LIABILITY. Neither the payment of any consideration as referenced herein nor the performance of any covenants as contained herein, nor anything else contained or incorporated herein, shall be deemed, nor shall the negotiation, execution and performance of this RELEASE AND SETTLEMENT AGREEMENT constitute, any admission or concession of liability or wrongdoing on the part of any party, or any other form of admission with respect to any matter, thing, or dispute whatsoever. Any such liability or wrongdoing is expressly denied.
5. WAIVER OF MISTAKE. Each party acknowledges that he, she, or it may hereafter discover facts or law different from, or in addition to, those that he, she or it now knows or believes to be true with respect to the claims released above and agrees that this RELEASE AND SETTLEMENT AGREEMENT shall be and remain effective in all respects, notwithstanding such different or additional facts or law, or the discovery thereof. The parties each expressly waive the benefits of any statutory provision or common law rule that provides, in sum or substance, that a release

does not extend to claims that the party did not know or suspect exists in its favor at the time of executing the release, which, if known by it, would have materially affected its settlement with the other party or parties.

6. NO FURTHER PAYMENT. City and Construction Manager acknowledges that the payment being made by the City as set forth above in this RELEASE AND SETTLEMENT AGREEMENT, is all that such entities will ever pay, directly or indirectly, for any claimed injuries, damages and, or, losses arising from any alleged acts or omissions of any such entities, related either directly or indirectly, to the contract dated August 2, 2021.
7. AGREEMENT AS DEFENSE. This RELEASE AND SETTLEMENT AGREEMENT may be pled as a full and complete defense to any claim that may be instituted, prosecuted or attempted in breach of this agreement.
8. SCOPE OF RELEASE. The parties agree never to assert that any person or entity was not released by operation of this RELEASE AND SETTLEMENT AGREEMENT merely because such person or entity was described herein by classification or title instead of personal name.
9. SURVIVAL. All agreements and obligations of the parties under this RELEASE AND SETTLEMENT AGREEMENT shall survive execution and delivery and are not released or effected hereby.
10. SAVINGS CLAUSE. Should any provision of this RELEASE AND SETTLEMENT AGREEMENT be held illegal, such illegality shall not invalidate the whole of this agreement; instead, the RELEASE AND SETTLEMENT AGREEMENT shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.
11. WARRANTY OF AUTHORITY. Each party represents and warrants that he, she, or it has the full power and authority to enter into this RELEASE AND SETTLEMENT AGREEMENT and to perform all transactions, duties and other obligations herein set forth. Each signatory to this RELEASE AND SETTLEMENT AGREEMENT who signs on behalf of a party represents and warrants that he or she has the authority to sign on behalf of that party.

12. WARRANTY OF INTERESTS. The parties warrant and represent that no other person or entity has any interest in matters released herein and that they have not sold, assigned, transferred, hypothecated, pledged, subrogated, substituted, encumbered, or otherwise disposed of, or purported to sell, assign, hypothecate, pledge, subrogate, lien, substitute, encumber, or otherwise dispose of, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, to any person or entity, all or any portion of the claims or matters released hereunder.
13. ATTORNEY FEES AND COSTS. Except as set forth above, the parties shall each bear their own respective attorney's fees and costs.
14. BINDING EFFECT. This RELEASE AND SETTLEMENT AGREEMENT shall be binding upon and for the benefit of the parties and their respective heirs, administrators, executors, conservators, personal representatives, predecessors, successors, parents, subsidiaries, affiliates, divisions, officers, directors, trustees, agents, employees, shareholders, partners, representatives, insurers, and assigns.
15. CHOICE OF LAW. This RELEASE AND SETTLEMENT AGREEMENT shall be construed and enforced pursuant to the laws of the State of Colorado. The courts of the State of Colorado shall have exclusive jurisdiction to enforce or resolve any dispute arising from this agreement; venue for any such action shall be in Ouray County.
16. CONSTRUCTION. The language of this RELEASE AND SETTLEMENT AGREEMENT shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or was principally responsible for drafting the agreement or any specific term or condition thereof. This RELEASE AND SETTLEMENT AGREEMENT shall be deemed to have been drafted by all parties, and no party shall urge otherwise.
17. AMENDMENTS. This RELEASE AND SETTLEMENT AGREEMENT may not be altered, amended, modified or otherwise changed in any respect whatsoever except by writing duly executed by an authorized representative of each party.
18. HEADINGS. The headings in this RELEASE AND SETTLEMENT AGREEMENT are for convenience only. They in no way limit, alter or affect the meaning of this agreement.

19. COUNTERPARTS. This RELEASE AND SETTLEMENT AGREEMENT may be executed in multiple originals, each of which is equally admissible in evidence and shall be deemed to be one and the same instrument. This RELEASE AND SETTLEMENT AGREEMENT shall not take effect until each party has signed a counterpart.

IN WITNESS WHEREOF, the parties have executed this RELEASE AND SETTLEMENT AGREEMENT as of the day and year first written above.


CITY OF OURAY:

Ethan Funk, Mayor

Attest:

Melissa Drake, Clerk

CONSTRUCTION MANAGER:



11/4/22
Cole Philips, Division Manager

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

EMPLOYMENT AGREEMENT

This Employment Agreement, is made and entered into this 6TH day of OCTOBER, by and between the **CITY OF OURAY**, a Colorado home rule municipality (City) and **SILAS B. CLARKE**, (Employee or City Administrator)

WHEREAS, pursuant to the City of Ouray Home Rule Charter, §5.1, City Council desires to appoint and employ the services of Employee for the office of City Administrator of the City of Ouray, Colorado; and,

WHEREAS, the City and Employee desire to provide for certain benefits, establish certain conditions of employment and set working conditions in this Agreement;

WHEREAS, Employee desires to accept the appointment to the office of city Administrator and be employed under the terms and conditions set forth herein.

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

1. **Duties**. The City herein hires Employee to the office of City Administrator and Employee agrees to perform the functions and duties of the office as specified in City of Ouray Home Rule Charter, § 5.1 and the 2017 job description, both of which are attached hereto as Exhibit A. The City Administrator agrees to perform any other legally permissible and proper duties and functions as the City Council of the City shall from time-to-time assign to the City Administrator. Employee shall abide by and uphold the laws set forth in the City Charter, the City of Ouray Municipal Code, Colorado state law, federal law, and any other applicable laws, ordinances, or regulations of the City or State of Colorado, that may be applicable.

2. **Term**. The City Administrator is an EMPLOYEE AT WILL. Nothing in this Employment Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Administrator at any time or with the right of the City Administrator to resign at any time from his position upon thirty (30) days prior written notice, subject only to the provisions as set forth in Paragraph 5 below.

3. Start Date. Employment as City Administrator shall begin no later than Tuesday, December 1, 2020 and Employee shall move to and reside within the City limits at that time.

4. Compensation. The City Administrator shall receive an annual base salary of One Hundred Ten Thousand Five Hundred and Eighty Dollars (\$110,580.00), payable at the same time as other employees of the City. The City Administrator shall receive any COLA increases, the same as other City employees. The process for any increase in annual salary is set forth in Paragraph 6 below.

5. Termination and Severance Pay. The City Administrator may be terminated by the City Council at any time, with or without cause. It is understood that in the event the City Administrator is terminated for cause, or because of his conviction of any illegal act involving personal gain to the City Administrator, or because of his conviction of any felonious act or due to any act of moral turpitude or dishonesty, the City shall have no obligation to pay any severance pay.

In the event of termination of the City Administrator by the City Council for any reason other than those enumerated above, including but not limited to non-appropriation of funds pursuant to Paragraph 18, the City Administrator shall be entitled to receive three (3) month's severance pay, which shall not include any benefits. This severance pay shall be for the three (3) months immediately following the City Administrator's last working day and shall be paid in one lump sum.

In the event the City Administrator resigns, the City Administrator shall not be entitled to any severance pay or to any other benefit provided under this Employment Agreement.

6. Performance Evaluation. The City Council shall, six (6) months from Start Date, or as soon thereafter as convenient, review and evaluate the performance of the City Administrator. Thereafter, the City Administrator's performance shall be reviewed and evaluated on an annual basis on the anniversary date of the first evaluation, or as soon thereafter as convenient. Following such review, the City may, at the sole discretion of the City Council, increase said salary and/or other benefits of the City Administrator in such amounts and to such extent as the City Council may determine that it is desirable to do so on the basis of a review of performance of the City Administrator. The first review and evaluation shall be based upon the criteria set forth in Exhibit A. Thereafter reviews and evaluations shall be in accordance with any criteria jointly developed by the parties.

7. Cell Phone. The City shall provide the City Administrator with a cell phone for use in the performance of his duties. The City Administrator shall be responsible for any income taxes that may be due as a result of receiving the cell phone as provided for herein. The cell phone may be used for personal use.

8. Vacation and Sick Time. The City Administrator shall receive and accrue sick leave time and vacation leave time during the term of his employment at the same rate as applicable to other City employees. The City Administrator will begin employment with

40 hours of vacation leave time and will accrue vacation leave time beginning at the rate of a ten (10) year employee as identified in the City's Personnel Handbook.

Upon termination of employment with the City, the City Administrator shall be paid for accrued paid time off in the same manner as provided for other City Employees by the City Personnel Policies and related policies.

9. Holidays. The City Administrator shall receive paid holidays during the term of his employment the same as applicable to other regular City employees.

10. Insurance. The City Administrator shall be entitled to receive the same health, dental, disability, life, and other insurance coverage as set forth under the terms of the group insurance coverages provided by the City to all employees. The City Administrator must meet all of the terms and conditions required by the individual carriers in order to receive said coverages.

11. Retirement. The City pays an amount equal to three percent (3%) of the City Administrator's base salary into the Colorado Retirement Association (CRA), matching the three percent (3%) contribution made by the City Administrator (such three percent contribution of the City Administrator being mandatory). Twenty percent (20%) of the City's contribution shall vest to the City Administrator for each full year of employment. Employee is eligible for this benefit after one year of employment

12. Other Terms and Conditions of Employment. The City Council shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Administrator, provided such terms and conditions are not inconsistent with the provisions of this Employment Agreement, the Colorado State Statutes, the Charter of the City or the Municipal Code of the City .

Except as otherwise provided herein, the City Administrator is subject to the provisions contained in the City's Personnel Regulations and entitled to all other benefits according to a full-time employee, as that term is defined in the Personnel Regulations.

The City Administrator shall receive no compensatory time for performing his duties hereunder as his position is key and exempt. It is recognized that the Employee is expected to devote substantial time outside normal office hours and in excess of forty (40) hours per week to City business.

13. Dues and Subscriptions. The City agrees to budget and pay for reasonable professional dues and subscriptions of the City Administrator necessary for his participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and which are for the good of the City. The City also agrees to budget and pay for necessary travel expenses for the City Administrator to adequately pursue official and other functions for the City. By way of example, such functions include, but are not limited to, meetings and conferences of the Colorado Municipal League and the International City/County Management Association.

14. Rental Assistance. At the request of the City Administrator, the City shall provide the City Administrator with rental assistance during the initial twelve (12) months of employment of \$500.00 per month, reimbursable and payable to the City Administrator upon satisfactory proof of expenditure, except as provided in Paragraph 15 below.

15. Housing Loan.

A. Loan. At the request of the City Administrator, the City shall provide to the City Administrator a housing loan. The housing loan shall be in the amount of up to Fifty Thousand Dollars (\$50,000) for the down payments on a purchase of real property to reside within the limits of the City. Employee shall not be entitled to rent assistance if a loan is approved.

B. City's Lien. Should the City Administrator accept a housing loan from the City, the City shall have, and is hereby granted, a lien against the residence purchased by the City Administrator (Residence) to secure payment of any amounts due to the City pursuant to this Employment Agreement (City's Lien). The City's Lien shall be superior to all other liens and encumbrances except the following: (i) real property ad valorem taxes and special assessment liens duly imposed by any Colorado governmental or political subdivision or special taxing district; (ii) liens given superior priority by operation of law; and (ii) the lien of any First Mortgage against the Residence. For purposes of this Employment Agreement, "First Mortgage" means a deed of trust or mortgage which is recorded senior to any other deeds of trust or liens against the Residence to secure a loan used to purchase the Residence made by a mortgagee. The City shall have the right to file and record in the land records of Ouray County such notices and other information necessary to constitute record notice and perfection of the City's Lien. Upon perfection of the City's Lien, the City shall have all of the rights that a mortgage holder may have against the Residence, including, without limitation, the right to judicially foreclose upon the Residence. The City shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Residence, as provided by C.R.S. § 38-38-101, et seq., and any other applicable law.

C. The housing loan shall be repaid by the City Administrator to the City as follows:

i. Thirty-Three percent (33%) of the principal amount of the loan shall be forgiven following the initial five (5) full years of employment with the City as the City Administrator, except if Employee is terminated for no cause during the initial five years, his loan shall be forgiven as if he had completed the full five years of employment and the repayment on the remainder of the housing loan shall be without interest.

ii. An additional Thirty-Three percent (33%) of the principal amount of the loan shall be forgiven following each two year (2) full year of employment with the City thereafter (following the initial five (5) full years of employment), so that the entire housing loan shall be forgiven, in accordance with this schedule, following nine (9) full years of

employment with the City within the position subject to this Employment Agreement.

iii. In the event the City Administrator's employment with the City is terminated, for any reason, prior to achieving nine (9) full years of employment with the City, then the amount of the housing loan not forgiven pursuant to the terms of sub-parts i and ii, above, shall become due and payable by the City Administrator to the City, with interest at the rate of four percent (4%) per annum, on the total amount due (the amount of the housing loan not forgiven) from the date the housing loan was paid by the City until payment in full is made by the City Administrator to the City. Such amount of principal and interest shall be due and payable in full by the City Administrator within six (6) months of such termination of employment.

iv. The City Administrator shall execute any and all documents necessary to document the housing loan as set forth herein, including, but not limited to, a promissory note and deed of trust. Said loan and deed of trust may be subordinated by the City to a single first mortgage, at the request of the City Administrator.

16. Moving Expenses. The City Administrator shall be reimbursed, or the City may pay directly, up to the sum of Eight Thousand Dollars (\$8,000) for expenses incurred by the City Administrator in moving his domicile in conjunction with his employment with the City. Said expenses shall include the costs of packing, moving, unpacking, storage, and insurance costs, and will be reimbursed upon satisfactory proof of expenditure so long as Employee commences work on or before December 1, 2020.

17. Constitutionality. The parties hereto do not intend this Employment Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Paragraph 20 of the Colorado Constitution, and this Employment Agreement shall be interpreted so as to avoid any such meaning.

18. Compliance with Article X, Paragraph 20 of the Colorado Constitution. It is the intent of the City and the City Administrator to comply with the provisions of Article X, Paragraph 20 of the Constitution of the State of Colorado, including in particular subparagraph 4(b). Therefore, the parties agree that this Employment Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation, unless such action is the result of a termination for cause pursuant to Paragraph 4 hereof, will be deemed a termination without cause. The parties further agree and acknowledge that the City has established an adequate present cash reserve pledged irrevocable and held for future payments, if required, in an amount sufficient to pay any severance compensation required under Paragraph 6 of this Employment Agreement. To the extent additional amounts are required to fund any potential increase in such severance compensation in any future year, the failure to appropriate such additional reserve shall also be deemed a termination without cause.

19. Limitations on Professional Activities. The City Administrator shall not engage in any non-City Administrator employment activities for compensation without the express written consent of the City Council. It is the intent of the parties that this Employment

Agreement is for full-time employment. Participation in professional organizations and voluntary programs are encouraged provided they are consistent with the responsibilities of the City Administrator.

20. Indemnification. The City Administrator shall be defended and indemnified in his actions undertaken in his official capacity pursuant to all insurance coverages maintained by the City and pursuant to the terms of the Colorado Governmental Immunity Act. The City Administrator shall, however, not be indemnified for any act or omission that is willful and wanton as those terms are defined in the Colorado Governmental Immunity Act.

21. Entire Agreement. This Employment Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension or rescission is sought. In addition, this Employment Agreement shall be binding upon and inure to the benefit of the heirs, representatives, and assigns of the City Administrator.

22. Agreement Severable. If any provision or portion of this Employment Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Agreement shall be deemed severable and shall remain in full force and effect.

23. Governing Law. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Ouray, State of Colorado.

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be signed and executed on the day and year first above written.

CITY OF OURAY,

By: 
Greg Nelson, Mayor

CITY ADMINISTRATOR

By: 
Silas Clarke

Attest:

By: 
Melissa Drake, City Clerk



SECOND ADDENDUM TO EMPLOYMENT AGREEMENT

This Second Addendum to Employment Agreement, is made and entered into this 17th day of November, by and between the **CITY OF OURAY**, a Colorado home rule municipality (City) and **SILAS B. CLARKE**, (Employee or City Administrator)

WHEREAS the City Council hired City Administrator and entered an employment agreement on October 6, 2020.

WHEREAS an Addendum to Employment Agreement was entered on July 19, 2021.

WHEREAS City Council approved by motion the modification of the rental assistance payment for another twelve months and desires to execute this Second Amendment to Employment Agreement to reflect said modification.

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

1. Paragraph 14 is hereby amended to extend the Rental Assistance of \$500.00 per month for an additional twelve-month period through December of 2022.
2. All other terms of the Employment Agreement and the Addendum executed on July 19, 2021, remain the same.

IN WITNESS WHEREOF, the parties have caused this Addendum to Employment Agreement to be signed and executed on the day and year first above written.

CITY OF OURAY,

By: _____

Greg Nelson, Mayor

CITY ADMINISTRATOR

By: _____

Silas Clarke

Attest:

By: _____

Melissa Drake, City Clerk

Future Agenda Items/Work Sessions

- 2018 International Code Adoption (IBC/IRC/IEBC/IMC/IFC/IECC/Property Maintenance)
- (Non-Land Use) Code Revisions
- Fee Schedule
- Workforce & Attainable Housing
- Nose-to-nose School Bus Parking on 4th Street
- EQR Utility Rate Review (Moved until WTP Bond Completed)
- Alcohol – Entertainment/Consumption District on Main Street (In discussions)
- Restaurant Dining on City Streets