

**AGENDA
OURAY CITY COUNCIL**

Monday, June 5, 2023 - 6:00 PM

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

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

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

Ouray City Council Regular Meeting

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

1. CALL TO ORDER
2. Consideration of a Request from Councilor John Wood to Participate in this Meeting Remotely, per Resolution 4, Series 2022 - Remote Participation Policy for Council Members
3. ROLL CALL
4. PLEDGE OF ALLEGIANCE
5. Ouray County Pride Proclamation
6. PUBLIC HEARINGS
 - a. New Liquor License Application - Ouray Ice House (for Public Hearing and Action Items)
 - b. New Liquor License Application - The Yankee Girl (for public hearing and action item)
7. APPROVAL OF MINUTES
 - a. Minutes 5-15-23
 - b. Minutes 5-18-23 Special Meeting
8. CEREMONIAL/INFORMATIONAL
 - a. OIPI - Post Season Report
 - b. Ouray Ice Park Management and Operations Model Implementation
9. CITIZENS' COMMUNICATION
10. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk
11. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Police Chief
 - c. Fire Chief
 - d. Public Works Director
 - e. City Resources Director
 - f. Tourism and Destination Marketing Director
12. CONSENT AGENDA
 - a. Liquor License Renewal - Mi Mexico Restaurant
 - b. Liquor License Renewal - Outlaw Restaurant
 - c. Liquor License Renewal & Change of Ownership - Imogene FB LLC dba Dead Canary

13. ACTION ITEMS

- a. Placement of Public Restroom on City Property near Via Ferrata Entrance per Operations Agreement with OIPI and FOVF and to Authorize Purchase of the Restroom through the City with Ownership by FOVF through \$50,000 Grant
- b. Ratification of City Administrator's Signature on Agreement with Spring Branch Forestry, LLC
- c. New Liquor License Application - Ouray Ice House (for Public Hearing and Action Items)
- d. New Liquor License Application - The Yankee Girl (for public hearing and action item)
- e. Consideration of Appointment - Consiglio, Nate - PARC Committee Application
- f. Grant Award - IHOI-INC032 Ouray Waterview PUD Infrastructure

14. DISCUSSION ITEMS

- a. Future Agenda Items
- b. EQR - Ad-Hoc Committee Recommendations 4.24.2023
- c. Powder House Box Cañon Sign Painting and Roof Repair
- d. OIPI Management Agreement Last Minute Changes

15. EXECUTIVE SESSION - None

16. ADJOURNMENT

Councilor Wood June 5th Meeting

1 message

John Wood <kjwood@cityofouray.com>

Thu, May 18, 2023 at 7:37 AM

To: Silas Clarke <sclarke@cityofouray.com>, Melissa Drake <mdrake@cityofouray.com>

Hello,
I will need to zoom in for the June 5th meeting. I will be traveling for my son's 18th birthday in UT.
Thanks
John



John Wood

City Council Member

P: 970-708-0110

City of Ouray

P.O. Box 468 / 320 6th Ave.

Ouray, CO 81427

The Switzerland of America

Outdoor Recreation Capital of Colorado

[Sign-up for Monthly Digital Newsletters](#)

Colorado Liquor Retail License Application

Received
4/28/2023

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
 FEIN Number
OURAY ICE HOUSE LLC
92-1640937

2a. Trade Name of Establishment (DBA)
 State Sales Tax Number
 Business Telephone
OURAY ICE HOUSE
95532570
000702 266 5496

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
225 7th AVE OURAY COLO 81427

City
 County
 State
 ZIP Code
OURAY
OURAY
CO
81427

4. Mailing Address (Number and Street)
 City or Town
 State
 ZIP Code
225 7th AVE PO BOX 1025
OURAY
CO
81427

5. Email Address
OURAYICEHOUSE@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
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- | | |
|---|---|
| <input type="checkbox"/> Application Fee for New License\$1,100.00
<input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00
<input type="checkbox"/> Application Fee for Transfer\$1,100.00 | <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 |
|---|---|

- | | |
|--|--|
| Section B Liquor License Fees*
<input type="checkbox"/> Add Optional Premises to H & R\$100.00 X Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____
<input type="checkbox"/> Add Sidewalk Service Area\$75.00
<input type="checkbox"/> Arts License (City)\$308.75
<input type="checkbox"/> Arts License (County)\$308.75
<input type="checkbox"/> Beer and Wine License (City)\$351.25
<input type="checkbox"/> Beer and Wine License (County)\$436.25
<input type="checkbox"/> Brew Pub License (City)\$750.00
<input type="checkbox"/> Brew Pub License (County)\$750.00
<input type="checkbox"/> Campus Liquor Complex (City)\$500.00
<input type="checkbox"/> Campus Liquor Complex (County)\$500.00
<input type="checkbox"/> Campus Liquor Complex (State)\$500.00
<input type="checkbox"/> Club License (City)\$308.75
<input type="checkbox"/> Club License (County)\$308.75
<input type="checkbox"/> Distillery Pub License (City)\$750.00
<input type="checkbox"/> Distillery Pub License (County)\$750.00
<input type="checkbox"/> Hotel and Restaurant License (City)\$500.00
<input type="checkbox"/> Hotel and Restaurant License (County)\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$600.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 | <input type="checkbox"/> Manager Registration - H & R\$30.00
<input type="checkbox"/> Manager Registration - Tavern\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00
<input type="checkbox"/> Optional Premises License (City)\$500.00
<input type="checkbox"/> Optional Premises License (County)\$500.00
<input type="checkbox"/> Racetrack License (City)\$500.00
<input type="checkbox"/> Racetrack License (County)\$500.00
<input type="checkbox"/> Resort Complex License (City)\$500.00
<input type="checkbox"/> Resort Complex License (County)\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00
<input type="checkbox"/> Retail Liquor Store License--Additional (City)\$227.50
<input type="checkbox"/> Retail Liquor Store License--Additional (County)\$312.50
<input type="checkbox"/> Retail Liquor Store (City)\$227.50
<input type="checkbox"/> Retail Liquor Store (County)\$312.50
<input type="checkbox"/> Tavern License (City)\$500.00
<input type="checkbox"/> Tavern License (County)\$500.00
<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
<input type="checkbox"/> Vintners Restaurant License (County)\$750.00 |
|--|--|

*** Note that the Division will not accept cash**

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Name <i>Owray LLC Horse</i>	Type of License <i>Liquor Retail License</i>	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/>		or		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<i>N/A</i>				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				<input type="text"/>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

N/A

Name <i>Ourray Ice House</i>	Type of License <i>Liquor Retail Lic</i>	Account Number
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N/A

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?
 If "yes" a copy of license must be attached.

N/A

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

N/A

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

N/A

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education?
 b. Is the applicant a person who contracts with the institution of higher education to provide food services?
 If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

N/A

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following:
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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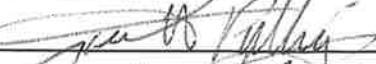
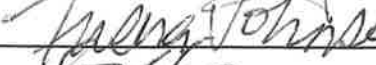







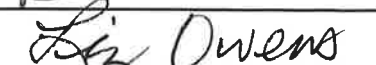
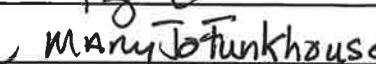
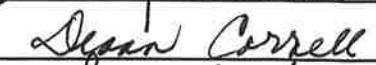

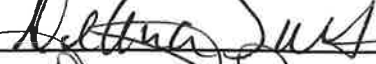

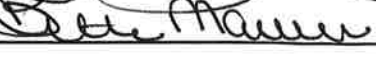


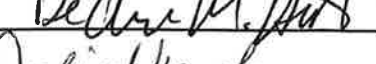
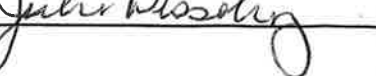
26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the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

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name <i>LOUISE ROZICH</i>	Home Address, City & State <i>1000 ...</i>	DOB <i>11-11-1950</i>	Position	% Owned
Name <i>MARK ROZICH</i>	Home Address, City & State <i>1000 ...</i>	DOB <i>11-11-1950</i>	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

Name <i>Olway Ice House</i>	Type of License <i>Liquor Retail Lic</i>	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
Oath Of Applicant I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>Louise Rozich</i>	Printed Name and Title <i>LOUISE ROZICH</i>	Date <i>4.18.23</i>
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority <i>4/28/2023</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>6/5/2023</i>	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: <input type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) <input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?		Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?		Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p> <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for		Telephone Number
		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title

I, the undersigned, as a resident of the City of Ouray, do hereby
 a Beer & Wine Liquor License to the Ouray Ice House LLC cba O
 Ouray, owned by Ouray Ice House LLC. As grounds for my supp
 I desire to have the sales of alcohol available at this location. I
 be required to comply with all Colorado State Liquor License Re
 belief that the reasonable needs and desires of the residents of
 licensing the sales of alcohol at Ouray Ice House, Ouray.

NAME	SIGNATURE
Brook Adams	
Ted Fullig	
Trisha Johnson	
Greg Nelson	
Tim Decker	
Kyle Edman	
Dylan Howell	
Raymond Willie	
Ricky Sutton	
Kim Karus	
Liz Owens	
Mary Jo Tunkhouser	
DIANN CORRELL	
Steven Schei	
DeAnna Scott	
DON FUNKHOUSER	
Bette Maurer	
DANIEL WILDE	
MARIL FEDOR	
De Ann Marie Houston	
Julie Wesseling	

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name DAVID BAGGETT

Business STELMO HOTEL

Business Address 426 MAIN

Signature 

Date 5 24 23

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Brad Clark

Business Ouray Hardware & Mercantile

Business Address 700 Main St.

Signature Brad Clark

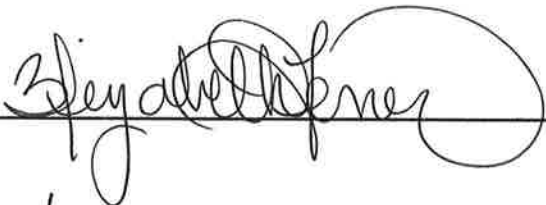
Date May, 24, 2023

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Elizabeth (Libby) Tenere

Business Wildheart Hair Bar

Business Address 219 7th Ave - unit 1 - Ouray

Signature 

Date 5/28/23

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Amy Scott

Business The Yankee Girl Restaurant

Business Address 400 Main St Ouray Co 81427

Signature Amy Scott


Date 5/24/23

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name BRUCE GULDE

Business MOUNTAIN FEVER SHIRTS + GIFTS

Business Address 644 MAIN STREET
OURAY CO 81427

Signature 

Date 5.27.23

Colorado Liquor Retail License Application

New License New-Concurrent Transfer of Ownership State Property Only Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other			
2. Applicant if an LLC name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation			
The Yankee Girl Food Service LLC			FEIN Number 800-2091103
2a. Trade Name of Establishment (DBA) The Yankee Girl		State Sales Tax Number 94788813-0001	Business Telephone
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 400 Main St.			
City Ouray	County Ouray	State CO	ZIP Code 81427
4. Mailing Address (Number and Street) Po Box 808	City or Town Ouray	State CO	ZIP Code 81427
5. Email Address amscott1485@gmail.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A	Nonrefundable Application Fees*	Section B (Cont.)	Liquor License Fees*
<input type="checkbox"/> Application Fee for New License.....	\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County).....	\$312.50
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review.....	\$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City).....	\$500.00
<input type="checkbox"/> Application Fee for Transfer.....	\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County).....	\$500.00
Section B	Liquor License Fees*	<input type="checkbox"/> Manager Registration - H & R.....	\$30.00
<input type="checkbox"/> Add Optional Premises to H & R.....	\$100.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Tavern.....	\$30.00
<input type="checkbox"/> Add Related Facility to Resort Complex.....	\$75.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....	\$30.00
<input type="checkbox"/> Add Sidewalk Service Area.....	\$75.00	<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....	\$30.00
<input type="checkbox"/> Arts License (City).....	\$308.75	<input type="checkbox"/> Optional Premises License (City).....	\$500.00
<input type="checkbox"/> Arts License (County).....	\$308.75	<input type="checkbox"/> Optional Premises License (County).....	\$500.00
<input type="checkbox"/> Beer and Wine License (City).....	\$351.25	<input type="checkbox"/> Racetrack License (City).....	\$500.00
<input type="checkbox"/> Beer and Wine License (County).....	\$436.25	<input type="checkbox"/> Racetrack License (County).....	\$500.00
<input type="checkbox"/> Brew Pub License (City).....	\$750.00	<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Brew Pub License (County).....	\$750.00	<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> Campus Liquor Complex (City).....	\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....	\$160.00
<input type="checkbox"/> Campus Liquor Complex (County).....	\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....	\$160.00
<input type="checkbox"/> Campus Liquor Complex (State).....	\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....	\$160.00
<input type="checkbox"/> Club License (City).....	\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/> Club License (County).....	\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/> Distillery Pub License (City).....	\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City).....	\$227.50
<input type="checkbox"/> Distillery Pub License (County).....	\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County).....	\$312.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City).....	\$500.00	<input type="checkbox"/> Retail Liquor Store (City).....	\$227.50
<input type="checkbox"/> Hotel and Restaurant License (County).....	\$500.00	<input type="checkbox"/> Retail Liquor Store (County).....	\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....	\$600.00	<input type="checkbox"/> Tavern License (City).....	\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....	\$600.00	<input type="checkbox"/> Tavern License (County).....	\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City).....	\$227.50	<input type="checkbox"/> Vintners Restaurant License (City).....	\$750.00
		<input type="checkbox"/> Vintners Restaurant License (County).....	\$750.00

* Note that the Division will not accept cash

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Name <i>Amy Scott The Yankee Girl For Sale</i>		Type of License <i>Liquor</i>		Account Number	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input type="checkbox"/>					
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/>					
b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/>					
c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/>					
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/>					
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/>					
Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/>					
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/>					
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/>					
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input checked="" type="checkbox"/>					
b. Are you a Colorado resident? <input type="checkbox"/> <input checked="" type="checkbox"/>					
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/>					
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) <u>Leasing From (3 Goats LP)</u>					
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:					
Landlord <i>John Wood / 3 Goats LP</i>		Tenant <i>Amy Scott</i>		Expires <i>3 years</i> <i>05/2029</i>	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/>					
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name		First Name		Date of Birth	
Last Name		First Name		Date of Birth	
				FEIN or SSN	
				FEIN or SSN	
				Interest/Percentage	
				Interest/Percentage	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: <input type="checkbox"/> <input type="checkbox"/>					
Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/>					
Number of additional Optional Premise areas requested. (See license fee chart) _____					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					

Name <i>The Yankee Girl Food Service</i>	Type of License <i>Liquor</i>	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? Yes No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? Yes No
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? Yes No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes No

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education? Yes No
 b. Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No
 Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
 b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. **All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
<i>Amy Scott</i>	<i>11111 Main Street, Denver, CO</i>	<i>11/11/1980</i>	<i>Manager</i>	<i>100%</i>

Name <i>AMY SCOTT</i>	Type of License <i>Liquor</i>	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>AMY SCOTT</i>	Printed Name and Title <i>AMY SCOTT Owner</i>	Date <i>4/23/23</i>
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority <i>5/4/2023</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>6/5/2023</i>	
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Choose One) <input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p> <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for		Telephone Number
		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title

I, the undersigned, as a resident of the City of Ouray, do hereby state my support
 Restaurant Liquor License to Yankee Girl, 400 Main Street, owned by Amy S
 support, I state that as a resident of Ouray I desire to have the sales of alcohol and
 understand that this business would be required to comply with all Colorado Stat
 I further state that it is my belief that the reasonable needs and desires of the resi
 would be met by licensing the sales of alcohol at 636 Main Street-A67:C92, Our

NAME	SIGNATURE	STI
Kim Karus	Kim Karus	
John Lorimer	John Lorimer	
Libby Tenet	Libby Tenet	
Lynn Sanchez	Lynn Sanchez	
Brianna Sanders	Brianna Sanders	
Burford Sanders	Burford Sanders	
Angela Sanders	Angela Sanders	
Marcy Wood	Marcy Wood	
Kirstyn Trujillo	Kirstyn Trujillo	
Charley Trujillo	Charley Trujillo	
Julie Cole	Julie Cole	
Jason Paul	Jason Paul	
Kayla Karsh	Kayla Karsh	
Kevin Schiffer	Kevin Schiffer	
Jane Schiffer	Jane Schiffer	
Trisha Johnson	Trisha Johnson	
Amy Crario	Amy Crario	
Troy Halfield	Troy Halfield	
DeAna Scott	DeAna Scott	
Charles F Scott	Charles F Scott	
Phil Meinders	Phil Meinders	
Nethan Mhoon	Nethan Mhoon	
Ted Pullig	Ted Pullig	
Tina A Pullig	Tina A Pullig	

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Yankee Girl Restaurant, 400 Main Street, owned by Amy Scott. As grounds for my support, I state that as a business owner, I believe that Yankee Girl, 400 Main Street, will attract both tourists and locals to the City of Ouray.

Furthermore, the availability of alcoholic beverages at Yankee Girl will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Logan Tyler

Business Basecamp Ouray LLC

Business Address 630 MAIN Street

Signature 

Date 4-18-23


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Name Elizabeth (Libby) Tener

Business Wildheart Hair Bar

Business Address 219 7th Ave Ouray - unit 1

Signature 

Date 4/18/23

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Name Tony Schmidt

Business Ouray Mead & Cheese

Business Address 736 main st

Signature 

Date 4-19-2023

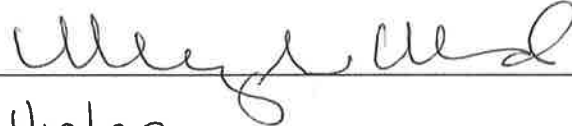
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Name Marcy Wood

Business Studio Ouray DBA Zoga Wellness, LLC

Business Address 408 Main St. Ouray

Signature 

Date 4/18/23

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Furthermore, the availability of alcoholic beverages at Yankee Girl will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Charles Scott

Business Speedy's Concrete

Business Address 135 Fedel Ct.

Signature Charles F Scott

Date 4/19/83



Ouray City Council Regular Meeting

Monday, May 15, 2023 6:00 PM
Ouray Community Center, 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, Public Works Director Joe Coleman, City Resources Director Rick Noll, Police Chief Jeff Wood, Community Development Director Lily Oswald, IT Director Rich Willis, Accounting Specialist Julie Lancaster and City Attorney Carol Viner.

1. CALL TO ORDER

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

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. PUBLIC HEARINGS

- a. Ordinance 6, Series 2023 - Adopting a Revised Chapter 6 of the Ouray Municipal Code

Council and Staff provided context for why the Ordinance was necessary. Mayor Funk opened the floor for public comment. Since there were no comments, Mayor Funk closed the floor.

- b. Hotel & Restaurant Liquor License Application - St. Elmo LLC dba St. Elmo Hotel

Mayor Funk opened the floor for public comment. The owner's attorney, Bo Nerlin, presented their liquor license application. Mayor Funk closed the floor.

5. CEREMONIAL/INFORMATIONAL - Spring Report of the Friends of the Ouray Via Ferrata

Nate Disser provided an overview of the Friends of the Ouray Via Ferrata's report. Kevin Schiffer asked about the rule change for children needing to be belayed by a guide. Mr. Disser explained the reasoning behind the rule change, but are working on a program to allow parents to "certify" if they have prior experience and skills necessary to belay for their child.

6. APPROVAL OF MINUTES - 5/1/2023 Meeting

Motion to approve minutes, changing council member's to plural (council members') in discussion item 12a. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

7. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. John Hart said he was disappointed to hear that Ms. Oswald had turned in her resignation, and told her that she would be missed. Mayor Funk closed the floor.

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

Councilor Gulde - attended The Western Hotel grand opening. Attended OVFD banquet. Attended ORRCA stakeholder meeting. At the OEDC meeting, the committee selected micro-grant recipients.

Councilor Lindsey - Beautification Committee met on May 3rd. Mulch was delivered and put in planters and ore carts today. Riverwalk trail work is happening on Tuesday and Thursday mornings. Spreading mulch in city parks on June 3rd. The next meeting is June 7th at 8 am in the Community Center.

Councilor Wood - 150th Celebration Committee met on May 3rd. TAC meeting tomorrow.

Mayor Pro Tem Smith - PARC met. Adult softball training in process. Committee is looking to host a youth invitational softball tournament. Gunnison Valley Transportation Group met last week. Bus services will probably be pushed out until June 15th. Mayor Funk said someone needs to come up with a name for the bus service.

Mayor Funk - Attended OVFD banquet and The Western Hotel grand opening.

9. DEPARTMENT REPORTS

a. City Administrator

Mr. Clarke reported that Waste Management has been notified that the City's trash service will be going to RFP. The Box Canon Line is not leaking hot water into the river after the line jetting. With all geothermal sources, the pool is getting 280 gallons a minute. Hoping to be able to shut off OX2 for longer than 24 hours to allow it to recharge. Pool needs optimally around 300 gallons per minute in the winter. Creating an operations manual for line cleaning in the future. Mr. Clarke thanked All Points Transit for working to ensure that the bus route would be running even though the new bus purchased was not going to be delivered on time, but stated that because CDOT has not issued the contract, the service will not be able to start for Memorial Day. Box Canon platform extension will be open by this weekend. Mr. Clarke informed the council that there will be a short special meeting before the work session coming up on Thursday to approve the special events permit for Mountain Air Music.

b. Director of Finance and Administration

Reports in packet. Councilor Wood noted the slowing growth trend the City is experiencing in Sales Tax, Lodging Occupation Tax and Pool Revenues. Councilor Gulde was optimistic about May activity, owing the performance thus far to the extended winter weather this year.

c. Community Development Director

Ms. Oswald gave an overview of her report. Mr. Clarke said he posted the job opening immediately, and some applications have already been received. He is looking to get contractor help to bridge the gap before another Community Development Director is hired.

d. Information Technology Director

Mr. Willis gave an overview of his report.

e. OVFD Chief

Report in packet.

f. Communications and Community Engagement Coordinator

Ms. Bailey gave an overview of her report.

10. CONSENT AGENDA - Liquor License Renewal - El Reno Inc. dba Mi Mexico Family Mexican Restaurant

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

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

11. ACTION ITEMS

a. Ordinance 6, Series 2023 - Adopting a Revised Chapter 6 of the Ouray Municipal Code - Second Reading

Motion to approve Ordinance 6, Series 2023. This motion, made by Tamara Gulde and seconded by K. John Wood, Carried.

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

Councilor Wood wanted to come back later and revisit inspection protocols to continue the trust that was built in that department.

b. Hotel & Restaurant Liquor License Application - St. Elmo LLC dba St. Elmo Hotel

Motion to approve liquor license for St. Elmo LLC dba St. Elmo Hotel. 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

Councilor Wood asked if they would be using the name Bon Ton, and warned that they could experience issues if they report revenue under "Bon Ton" since the licensed entity is St. Elmo Hotel.

c. Water Treatment Facility Building and Tank Location Update

Motion to approve the water tank site plan update. 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

Mr. Coleman said the tank location has been moved to the location of the old reservoir, which eliminated the need for the retaining wall and structural fill, and makes it more accessible for future maintenance. Wes Ferraro from Element Engineering briefly listed the reasons for the change, ultimately creating a better end product.

d. Pre-Engineering Proposal with RA+A for Research on Alternative Heat Source for the Hot Springs Pool through Geothermal Heat Pump System

Motion to approve the pre-engineering proposal from RA+A. 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

Mr. Clarke presented the pre-engineering report. Lauren Davis from RA+A said the proposal includes some hours to explore alternative options from the ones presented as well.

e. MOU with DOLA for Main Street Program

Amended motion to approve the Memorandum of Understanding with Colorado Department of Local Affairs for participation in the Main Streets Program, amending the MOU to say City of Ouray instead of Town, change the effective date to 5/15/23 and removing the local board chairperson's signature. This motion, made by Tamara Gulde and seconded by K. John Wood, Carried.

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

Councilor Gulde made a motion to approve the MOU. Councilor Wood seconded the motion. Mayor Funk wanted to ensure that the Main Streets Committee and Ms. Bailey are able to meet the commitments outlined in the MOU. Ms. Bailey was confident that the requirements could be met by the committee.

f. Agreement with Buckhorn Engineering for Engineering Geology Report for 6th Street Housing Parcel

Motion to approve professional services agreement with Buckhorn Engineering. 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

Ms. Oswald presented the proposal for the geology report for the proposed housing project on 6th St.

12. DISCUSSION ITEMS

a. Draft 150th Celebration Budget

Councilor Wood presented the committee's calendar plan and budget requests. Kevin Schiffer suggested that the committee include the school in a significant way because of its history in the City.

b. Future Agenda Items

Councilor Gulde asked for an update on Box Canyon Road. Mr. Clarke explained what happened and how it is being resolved.

13. ADJOURNMENT

Motion to adjourn at 8:34 pm. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Julie Lancaster, do hereby certify that I am an employee 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, May 15, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, May 15, 2023.

Julie Lancaster



Ouray City Council Special Meeting

Thursday, May 18, 2023 2:30 PM
Ouray Community Center, 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, Community Development Director Lily Oswald, Accounting Specialist Julie Lancaster and City Attorney Carol Viner.

1. CALL TO ORDER

Mayor Funk called the meeting to order at 2:30 pm.

2. ROLL CALL

3. ACTION ITEM

- a. Special Event Permit (Liquor) - Music in the Park - Mountain Air Music, Inc.
Motion to approve special events liquor license for Mountain Air Music Series. 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

4. ADJOURNMENT

Motion to adjourn at 2:31 pm. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Julie Lancaster, do hereby certify that I am an employee 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 Thursday, May 18, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Thursday, May 18, 2023.

Julie Lancaster



**A PROCLAMATION BY
THE MAYOR OF THE
CITY OF OURAY, COLORADO**

**PROCLAMATION NO. 2, 2023
OURAY COUNTY PRIDE PROCLAMATION**

WHEREAS, the City of Ouray is home to people of all ages who are Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, 2 Spirit and more (LGBTQIA2S+); and

WHEREAS, all human beings are born free and equal in dignity and rights; and

WHEREAS, the City of Ouray's new Community Plan lists a Vibrant, Thriving and Healthy Community as its first goal and describes a place "where city residents are connected and have a feeling of belonging where all community members matter and share a commitment to well-being, and to achieve common goals that sustain the community;" and

WHEREAS, the City of Ouray strives to encourage, celebrate, and sustain innovation and creativity in our community, including the varied lifestyles of creative individuals who hope to thrive here; and

WHEREAS, the City Council supports the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, while society at large increasingly supports LGBTQIA2S+ equality, it is essential to acknowledge the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, LGBTQIA2S+ people have made immeasurable contributions to the cultural, civic and economic successes of our country; and

WHEREAS, the fabric of our community is strengthened by inclusion, equity, justice and love; and

WHEREAS, celebrating LGBTQIA2S+ Pride influences awareness and provides support and advocacy for Ouray County's LGBTQIA2S+ community, and is an opportunity to increase visibility, take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

NOW, THEREFORE I, Ethan Funk, the Mayor of the City of Ouray, do hereby proclaim support for the third annual Ouray County Pride celebration on June 17, 2023 in support of the LGBTQIA2S+ community.

June 5, 2023

Ethan Funk, Mayor

ATTEST: _____
Beverly Martensen, Deputy City Clerk



Ouray County Historical Society

PO Box 151 • Ouray, Colorado 81427-0151
970-325-4576 • E-Mail: ochs@ouraynet.com

To the administration, staff and council
of the City of Ouray,

On behalf of our president, Kevin Chismire,
and the Board of Directors of the
Ouray County Historical Society,

Thank you for the generous grant awarded
through the LOT funds to our organization.
We appreciate the recognition you have
given us, and the support, which enables
us to continue to archive and present
Ouray's and Ouray County's history for
generations to come.

Sincerely,

Board of Directors
OCHS

Dear Ouray City Council,

4/2023

Thank you for your generous contribution to Voyager Youth Programs this year. The new Early Childhood Program is off to a great start and we've been having regular attendance after school. We look forward to summer full days with the youngsters. The Ouray After School Program also has consistent participation and our monthly teen events with Dragonfly Creative, Bakecamp, and the Libraries are well received - the teens report having "fun!"

Thank you for supporting
Voyager's initiatives!

- Agnieszka



OURAY ICE PARK

2022-2023 END OF SEASON REPORT

Opening Letter

From Our Executive Director

May 15th, 2023

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

The Ouray Ice Park, Inc. (OIPI) is pleased to present this 2022/2023 Ouray Ice Park Post Season Report. OIPI is charged first and foremost with funding, constructing, maintaining and managing the Ouray Ice Park each winter. Our efforts throughout the season focused on ensuring that we maintained our world-class ice climbing venue and provided safe and climbable ice for as long a period of time as weather and water supply allowed. The driving force behind our efforts was to provide this venue – one that is recognized as the gravitational epicenter of ice climbing in North America – to ALL our users, including recreational climbers, commercial guiding services and educational entities, and therefore helps to keep our local economy vibrant and thriving during the winter.

As in previous seasons, and because of a phenomenal team effort, with so many people going above and beyond the call, the Ouray Ice Park thrived this season. We close this fiscal year with OIPI in a very good financial position. We will end the year with enough of a surplus to continue operating during the summer and early fall to prepare for the 2023/2024 season, and to continue work on Our Water Our Future capital campaign.

This report presents a summary of our activities and highlights from our 2022/2023 season. We hope you find this information informative and useful. We also hope that this report demonstrates that the Ouray Ice Park, a unique and special City asset, is in good hands, and is being well stewarded by the staff and board of directors, in the interest of the whole community.

**Respectfully submitted,
Peter O'Neil**

Our Team

Ice Farmers

4 Seasonal

- Tim Foulkes
- Steve Imhoff
- Sarah Goodnow
- Jason Watkins

Ice Rangers

4 Seasonal

- Jacob Raab
- Tres Barbatelli
- Corey Gera
- Ally Bloom

Admin

4 Seasonal FT

- Pete Davis: Operations Manager
- Christina Lujan: Office Manager, Event Coordinator
- Bayley Wood: Marketing Director
- Peter O'Neil: Executive Director

Board

6 Volunteers

- President: Lora Slaw
- Frank Robertson
- Bill Leo
- John Hulberd
- Brian Briggs
- Jenny Hart



Membership

837

Total Members

+104% increase

\$73,684

Revenue

+94% increase

Basic
\$75

769 members

Includes:

- Early Access
- Ice Park Swag
- Discounts with Local Businesses
- Discounts with Industry Sponsors

Ambassador
\$500

14 members

Includes:

- All perks of Pro
- PLUS: Early Access **ONE WEEK EARLY**

Pro
\$200

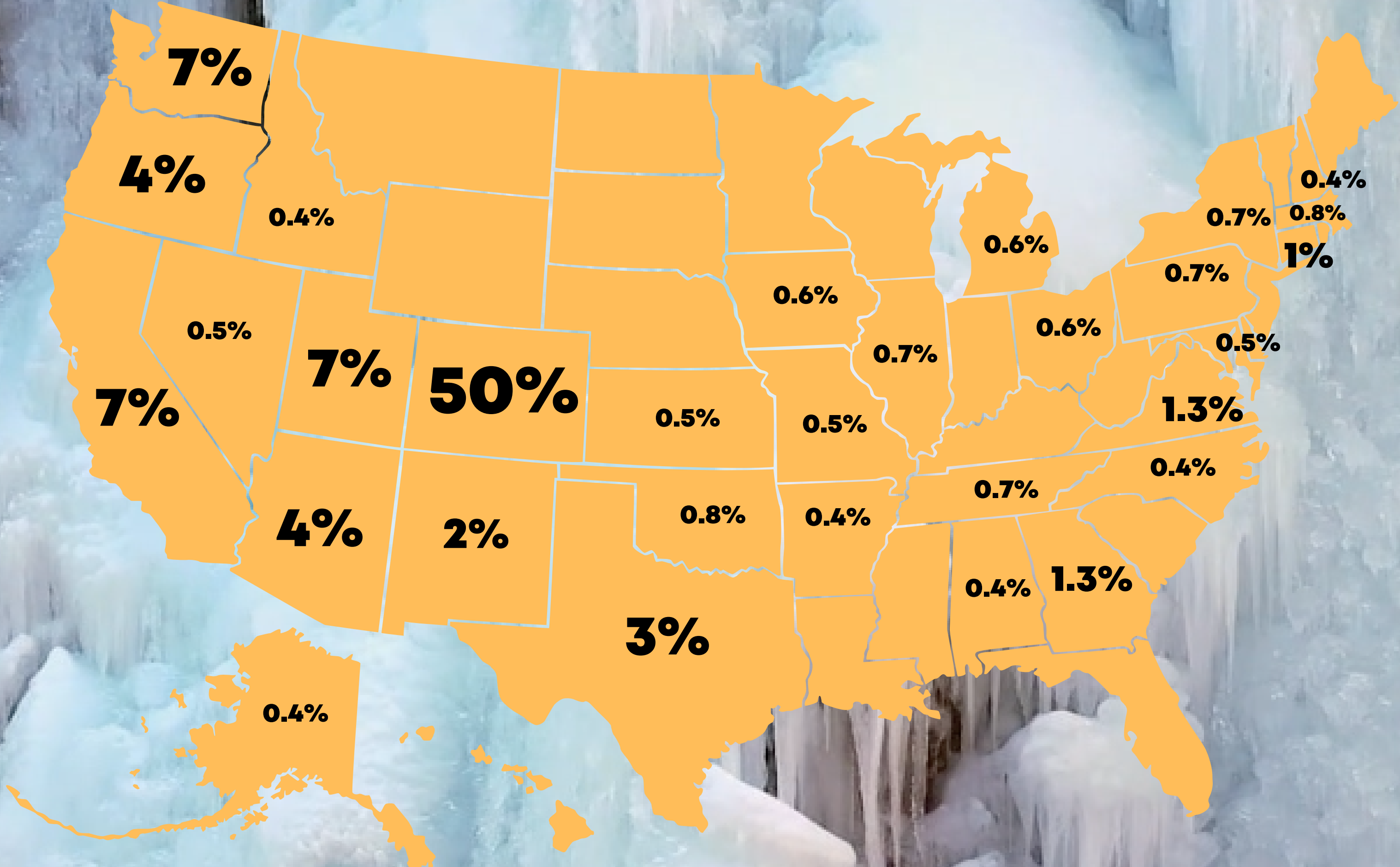
54 members

Includes:

- All perks of basic
- PLUS: One FREE All Access Pass to Ice Fest



Member Breakdown



Member Survey

In April, we sent our members a survey to see how we did with our new benefits this past season. Here are some key takeaways from over 200 responses.

Early Access into the Ouray Ice Park was the most valued benefit, followed by Ice Park branded merchandise and discounts with local businesses.

Many members asked for more discounts to local businesses in town, most notably restaurants, hotels, and the pool.

The majority of our members were happy with our benefits and pricing. The only callout was having a family membership plan.

26

Total Sponsors

Same as LY

Community Sponsorship

\$17,750

Revenue

-13%

Lead Climber
\$500

6 businesses

Includes:

- Print advertising
- Web advertising

Climbing Icon
\$2,000

14 businesses

Includes:

- Print advertising
- Web advertising on multiple pages
- Social media advertising with multiple posts

Route Setter
\$1,000

6 businesses

Includes:

- Print advertising
- Web advertising
- Social media advertising



Community Sponsors



36

Total Sponsors

-2 brands

Corporate Sponsorship

\$109,500

Revenue

+20%

**Contributing
\$1,000**

6 companies

Includes:

- \$500 in gear donations
- 10x10 tent placement

**Official
\$6,000**

15 companies

Includes:

- \$1,500 in gear donations
- 10x20 tent placement
- Sponsorship of clinics and events
- Logo on Ice Fest merchandise

**Supporting
\$3,000**

15 companies

Includes:

- \$750 in gear donations
- 10x10 tent placement
- Sponsorship of one event

Corporate Sponsors



Nonprofit Partners





Events

Ouray Ice Festival

JANUARY 19TH - 22ND, 2023

Ice Fest was packed this year, with more climbers, clinics, and events than ever before! This year we centered the theme around the history of the park, and showcased our local athletes on the main stage every evening at the Wright Opera House.

We added Fireside Chats in the Vendor Village as a way to connect climbers with athletes in a more intimate setting, and we threw our first-ever pool party at the Twin Peaks Lodge & Hot Springs. By the end of the event, we raised over \$125,000 dollars!

Ice Fest Schedule

Thursday



Kickoff Night with
Rab and the AAC:
Screening: Scale of
Hope
6pm - 8pm
Winter Pool Party
8pm - 10pm

Friday



Outdoor Gear Expo
8am - 4pm
NEW: Fireside Chats
10am-11am, 2pm-3pm
Festival Clinics
9am - 4pm
Walk-Up Climbing Wall
10am - 3pm
Competition: Qualifying
8am - 4pm
Locals Night with Andres
Marin and Anna Pfaff
6pm - 9pm

Saturday



Outdoor Gear Expo
8am - 4pm
Festival Clinics
9am - 4pm
NEW: Fireside Chats
10am-11am
Walk-Up Climbing Wall &
Kids' Climbing College
10am - 3pm
Competition: Finals
10am
Full Circle Everest
5:30pm - 7:30pm
Petzl Party
8pm - 11pm

Sunday



Outdoor Gear Expo
8am - 1pm
Festival Clinics
9am - 4pm
NEW: Fireside Chats
10am-11am
Walk-Up Climbing Wall
10am - 1pm
Kids' Climbing College
10am - 1pm
Competition: Speed
8:30am

Festival Attendees

JANUARY 20TH

Friday

Attendees
(Park Only):

4,283

JANUARY 21ST

Saturday

Attendees
(Evening Events):

732

JANUARY 22ND

Sunday





Clinics

Participants:

1,044

+62%

San Juan Mountain Guides

79 Total Clinics

Monday through Sunday

Basecamp Ouray

8 Total Clinics

Wednesday, Thursday, Friday,
Sunday

Mountain Trip

21 Total Clinics

Tuesday through Sunday

*First Year

Skyward Mountaineering

2 Total Clinics

Saturday Only



229

**Demo Gear
Cards Sold**

\$4,580
-26%

376

**All Access
Passes Sold**

\$31,720
+115%

162

Volunteers

+10% increase

200

**Auction
Bidders**

\$22,782
175 Items. 772 Bids

397

**Fest Merch
Sold**

\$19,900
in revenue

Competitions



Elite Mixed

42 Competitors

Male:

1st: Tyler Kempney (USA Ice Climbing Team)

2nd: Erik Gomez (USA Ice Climbing Team)

3rd: Tyler Howe (CAN)

Female:

1st: Catalina Shirley (USA Ice Climbing Team)

2nd: Nicole Mericle (USA)

3rd: Angela Limbach (USA Ice Climbing Team)



Speed

26 Competitors

Male:

1st: Jonathan Zaugg (USA)

2nd: Kevin Lindlau (USA Ice Climbing Team)

Female:

1st: Aneta Louzecka (Czech Ice Climbing Team)

2nd: Lauren Shartell (USA Ice Climbing Team)



Events

ALL IN ICE FEST

JANUARY 6TH - 8TH, 2023

All In Ice Fest grew exponentially this year from its inaugural launch in 2022. Participant numbers jumped from 30 to over 120 climbers from around the country for the second annual event, and the stoke was high.

Evening events included presentations from the Southern Ute museum and Full Circle Everest, panels, films, and even a hidden talent show. Key sponsors were Arc'teryx, La Sportiva, Osprey, Rab, Scarpa, the North Face, Mammut, and Latino Outoodrs.



ALL IN
ICE FEST 2023
JANUARY 6-8
OURAY ICE PARK, COLORADO



11

Athletes

+83%

120

Participants

+300%

12

Clinics

+20%

17

Guides

+54%

23

Volunteers

+130%

Park Operations

OPENING DAY

December 24, 2022

CLOSING DAY

April 2nd, 2023

TOTAL DAYS OPEN

100

OPENING ANCHOR
COUNT

172

Our opening anchor count was the largest in Ice Park history.

Our overall anchor count also leapt by 50% this season. Most of this terrain increase can be attributed to an overwhelmingly favorable winter for ice farming, as well as multiple expansion efforts undertaken by the Ice Farmers. New plumbing was run in the Two-Eyed Dog, BTB, and Lead Only areas; and the far northern end of the park (Shithouse & Gazebo) was farmed for the first time in nearly a decade. Additionally, the Yelomine water delivery system to the southernmost areas was downsized from 4" to 2" in diameter so as to maintain flow velocity and reduce future freeze-up issues.

While our total number of users was flat from the previous winter, our anchor counts greatly increased. This resulted in climbers more dispersed throughout the park and remarkably fewer complaints of overcrowding. User counts only exceeded functional capacity twice this winter, and the number of interventions made by Ice Rangers notably decreased.

Park Operations

USERS

23,918

Total User Count

+0.3%, LY 23,834

239

Average Daily Users

-1.6%, LY 243

33,435

Functional Capacity

18,575

Open Anchors

+47%

The functional user capacity (Cf) of the Ouray Ice Park is a metric used primarily to determine the commercial and institutional use allocation for future seasons. It is determined by the number of open anchors – counted only once per day* – and is based on a previously established usage ratio of 1.8:1. This ratio was derived from past years' data counts and observations.

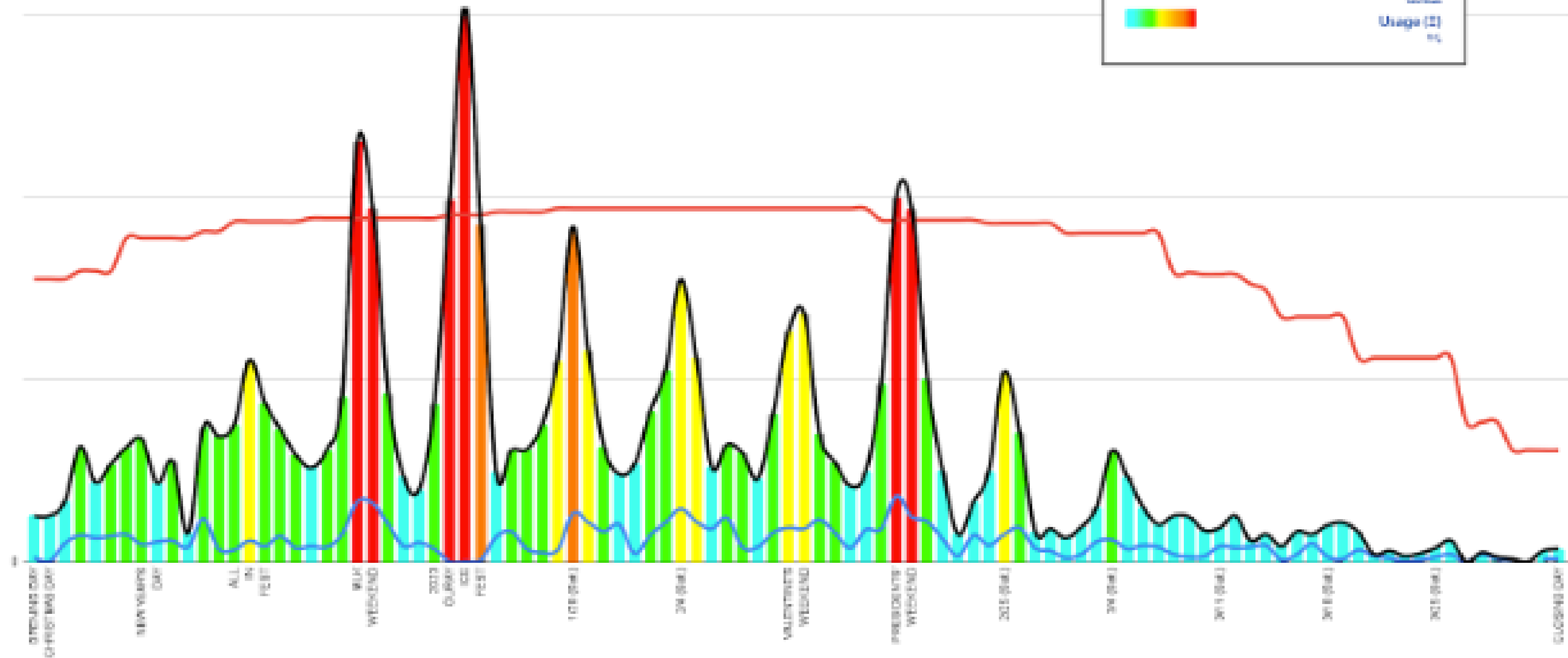
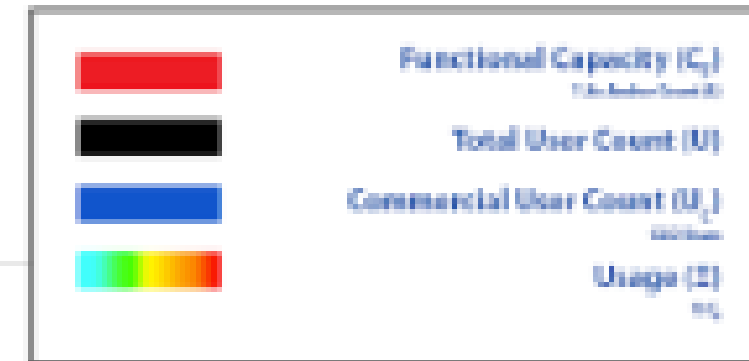
334

Average Daily Functional Capacity

USAGE CHARTS: AM COUNTS

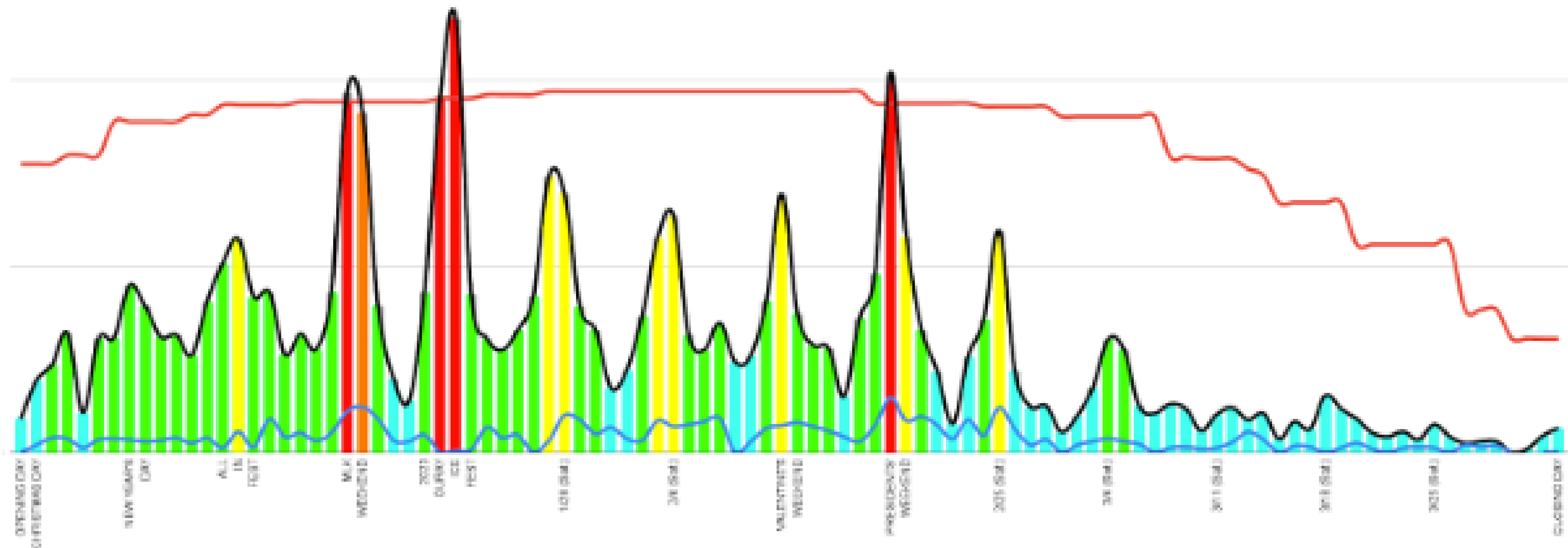
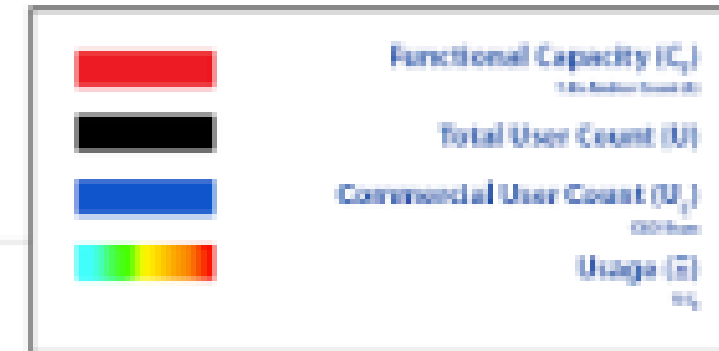
Ouray Ice Park 2022-23

Total Use, CDO Use, and Capacity (AM)



USAGE CHARTS: PM COUNTS

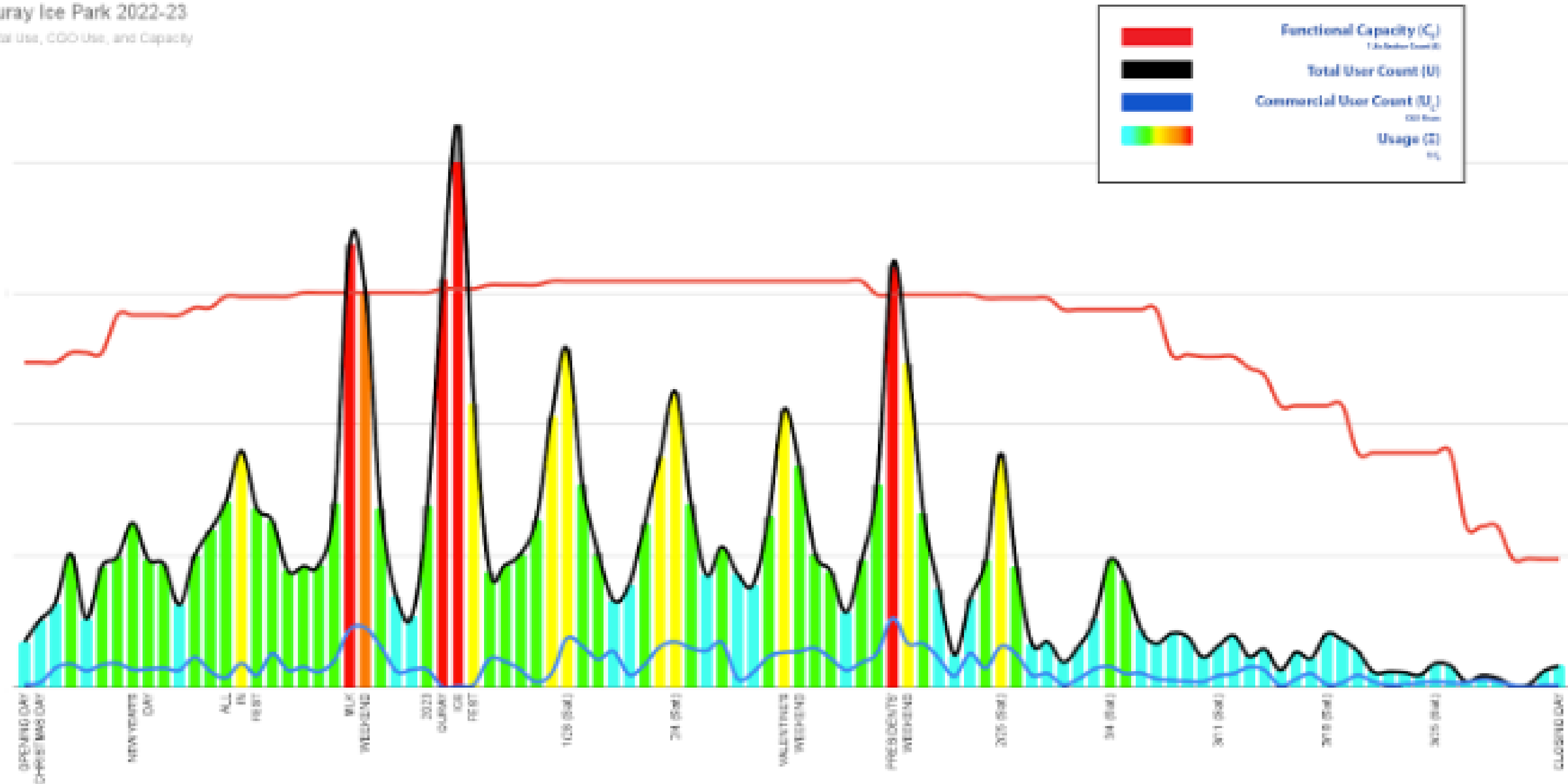
Curry Ice Park 2022-23
Total use, COO Use, and Capacity (PM)



USAGE CHARTS: TOTAL COUNTS

Ouray Ice Park 2022-23

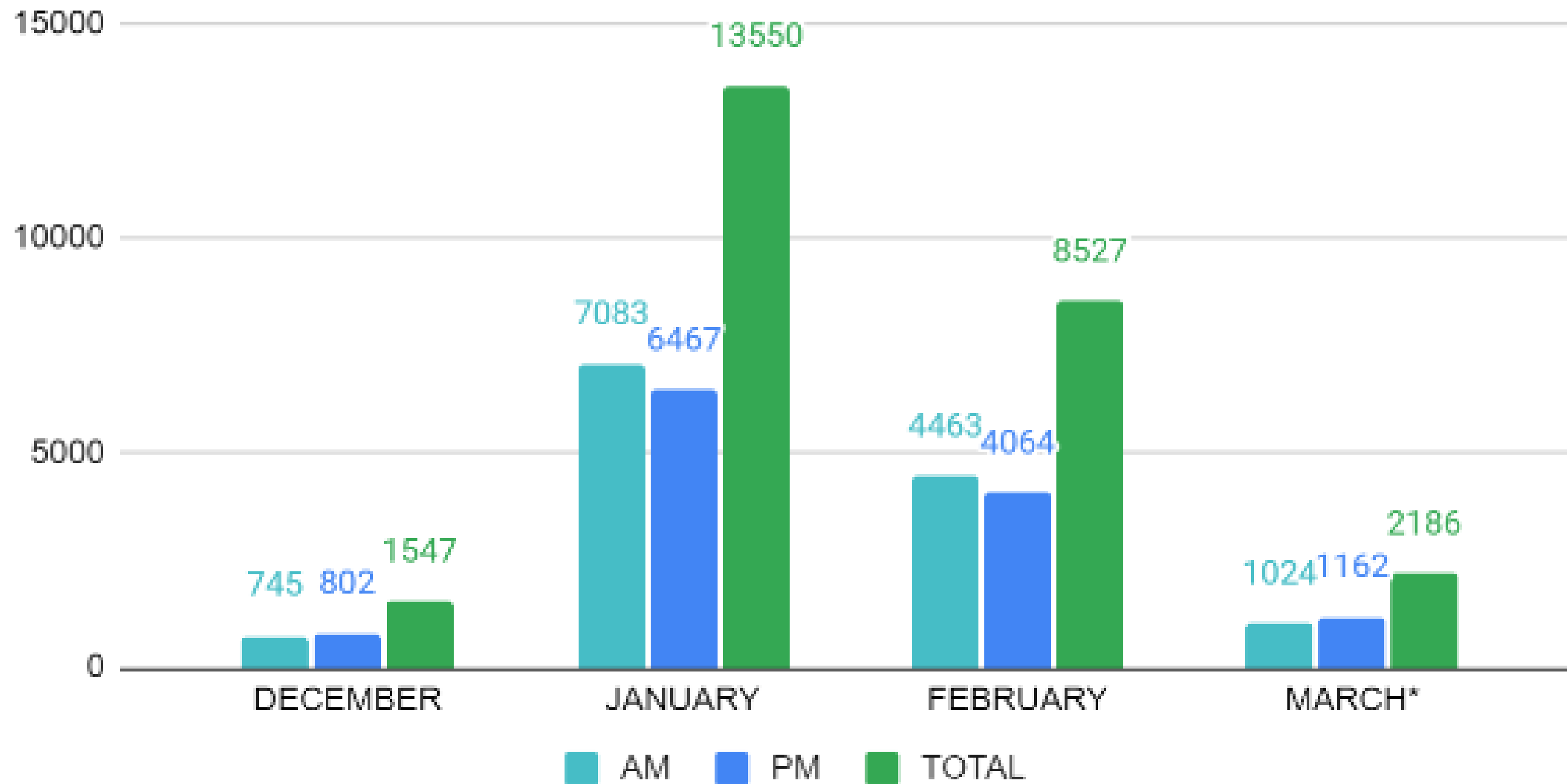
Total use, CDO use, and Capacity



USAGE CHARTS: TOTAL USERS BY MONTH

Users by Month

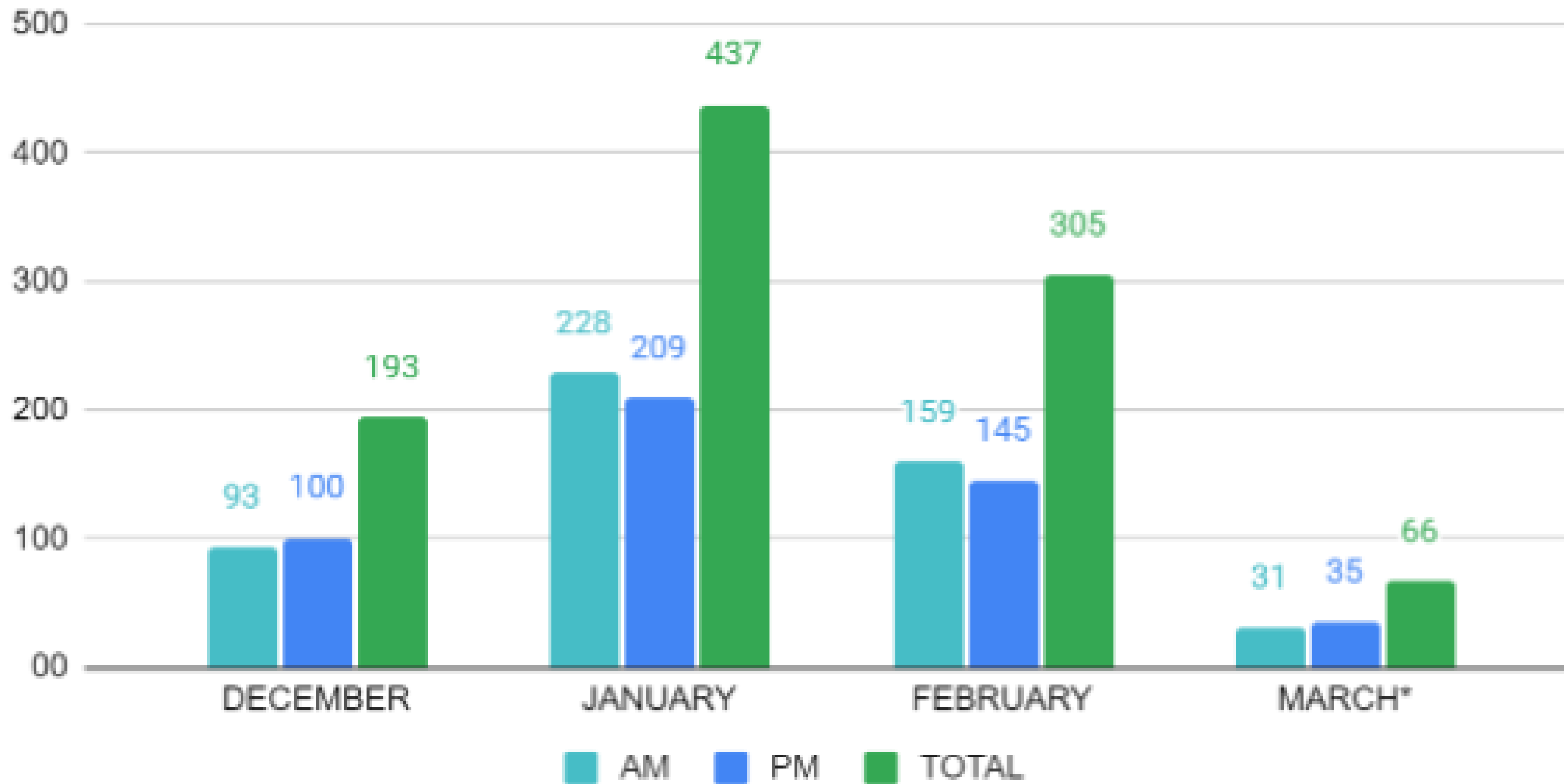
Monthly Total



USAGE CHARTS: TOTAL USERS BY MONTH

Users by Month

Daily Average



USER CATEGORIES

74.8%

Recreational Users

-2.6%

Any climbers using the park facilities without organizational involvement

15.5%

Commercial Guiding Operators

-0.9%

Traditional climbing guide services; 13 are permitted to operate in the park

5.3%

Institutional Group Events

+1.3%

Any organization that offers organized group trips with or without an educational component.

4.4%

Ouray Ice Festival

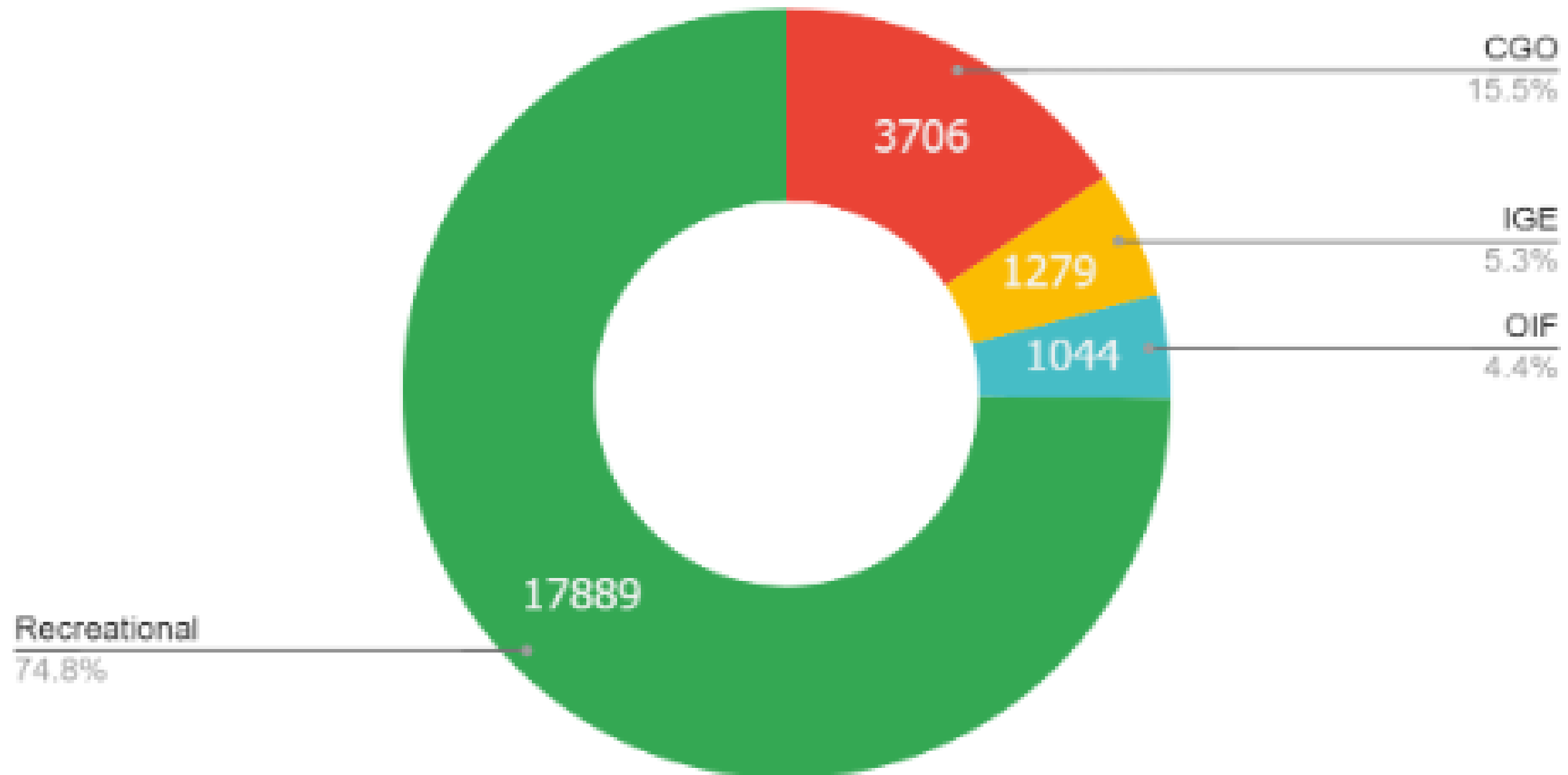
+2.4%

OIF users fall outside the permit allocation process and are not considered either CGO or IGE but recreational.

USER CATEGORIES

User Categories

2022-23



USER CATEGORIES

Non-Recreational Users

2022-23, by Category

OIF

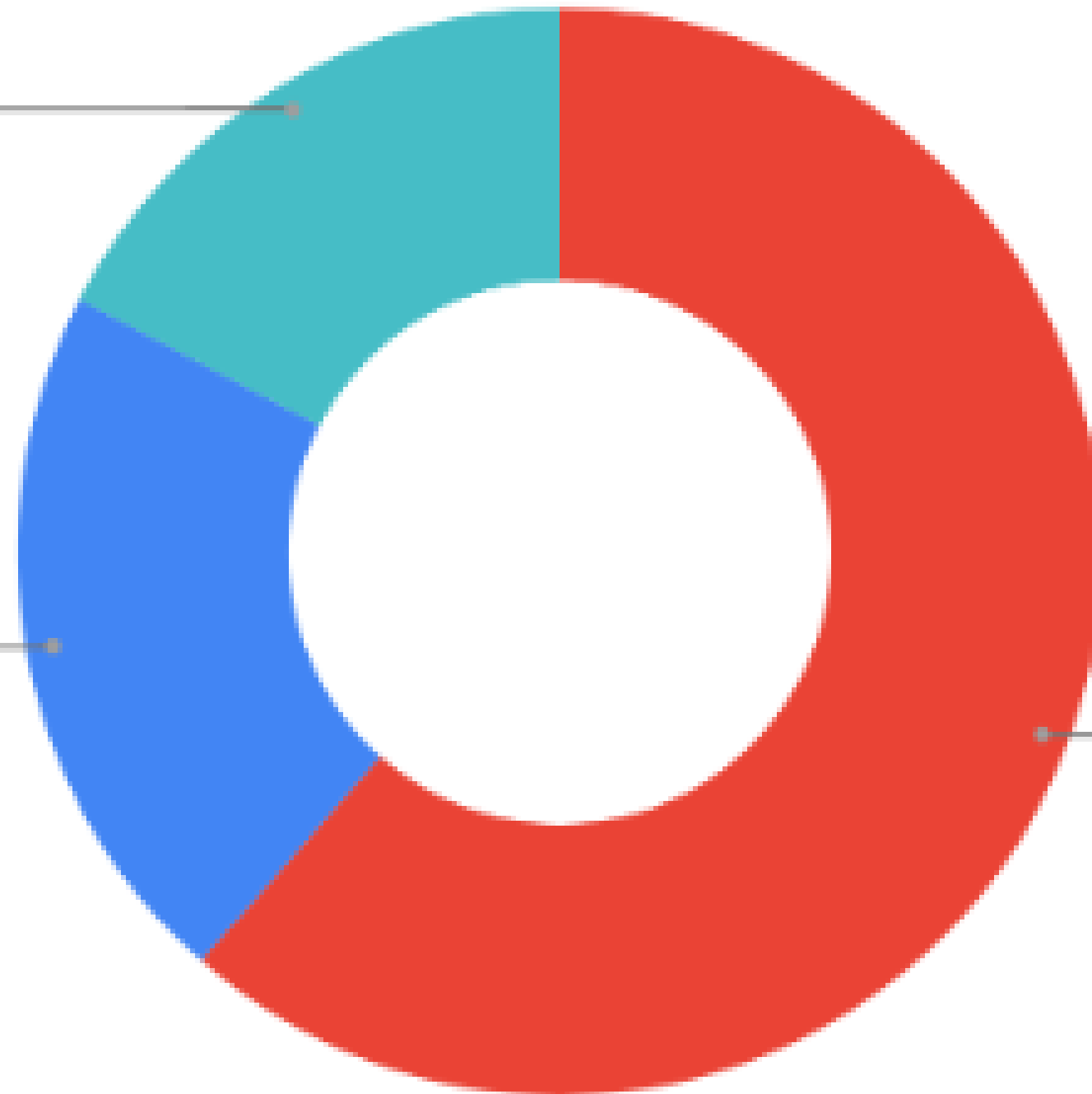
17.3%

IGE

21.2%

CGO

61.5%



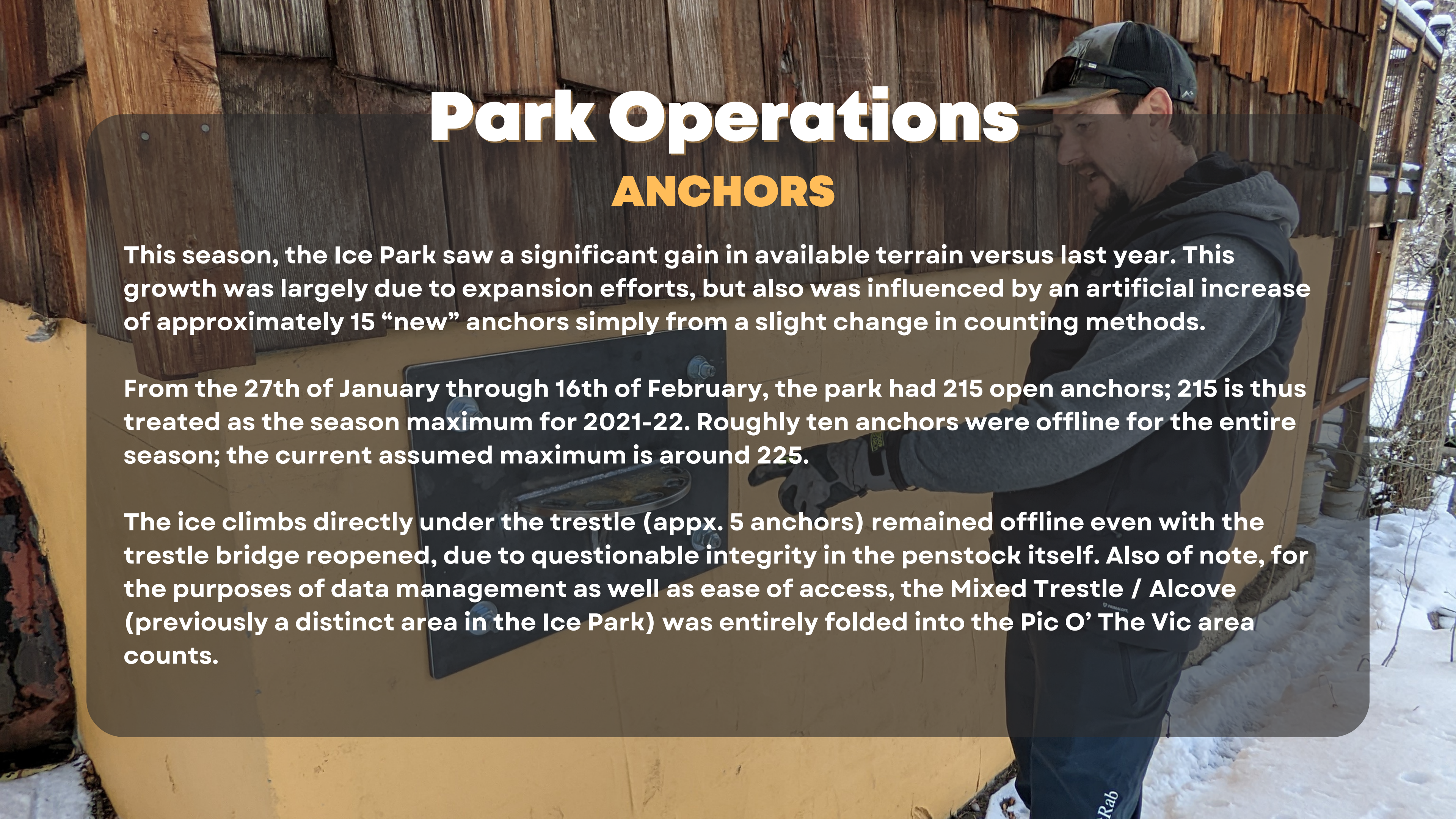
Park Operations

ANCHORS

This season, the Ice Park saw a significant gain in available terrain versus last year. This growth was largely due to expansion efforts, but also was influenced by an artificial increase of approximately 15 “new” anchors simply from a slight change in counting methods.

From the 27th of January through 16th of February, the park had 215 open anchors; 215 is thus treated as the season maximum for 2021-22. Roughly ten anchors were offline for the entire season; the current assumed maximum is around 225.

The ice climbs directly under the trestle (appx. 5 anchors) remained offline even with the trestle bridge reopened, due to questionable integrity in the penstock itself. Also of note, for the purposes of data management as well as ease of access, the Mixed Trestle / Alcove (previously a distinct area in the Ice Park) was entirely folded into the Pic O’ The Vic area counts.



186

Daily Average

+25%, LY 139

18,575

Total Open Anchors

Counted once daily

+47%

80%

**Route Anchors
Open**

As of Opening Day

215

**Maximum Daily
Open Anchors**

+25%, LY 161

37,150

Total Open Anchors

Counted once
per count

+50%

32%

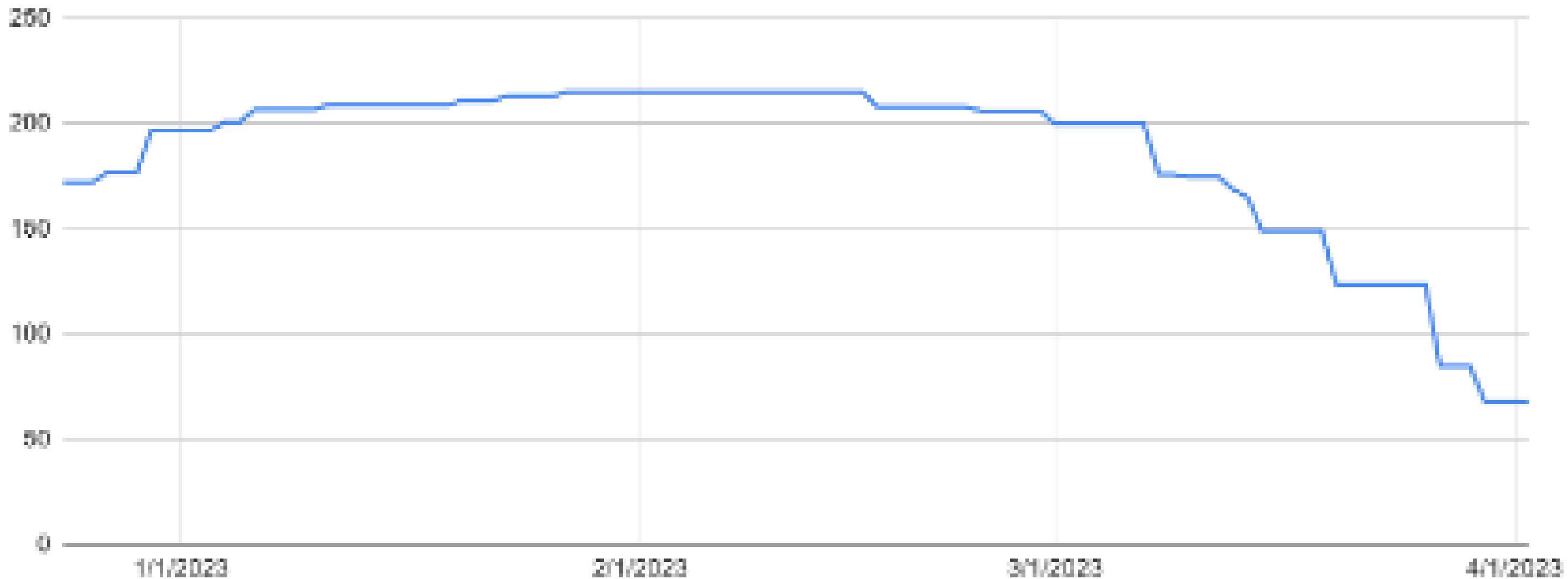
**Route Anchors
Open**

As of Closing Day

OPEN ANCHORS

Open Anchors

2022-23, by date



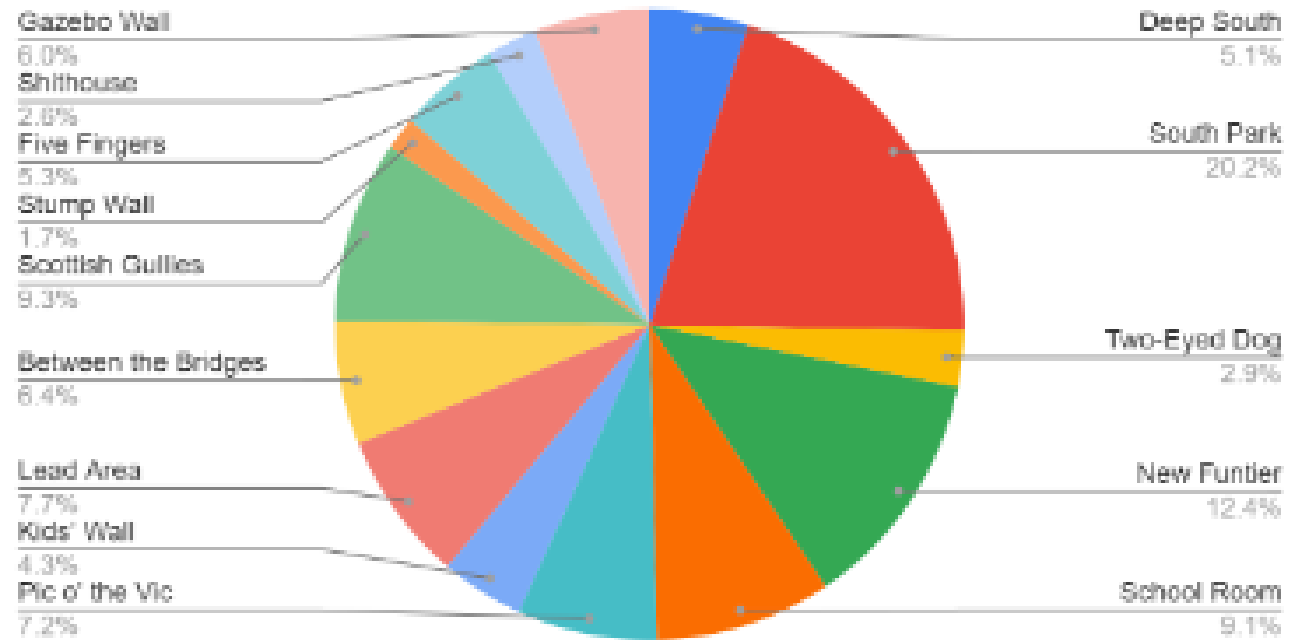
*Previously, all bolted anchor pads in South Park were considered "one anchor" for the purposes of terrain management in the park; this led to confusion as to which pads could comfortably accommodate two ropes, as well as issues of overcrowding. Prior to opening, the Ice Rangers assessed the ice in this area, and determined which anchors specifically allowed for two ropes to be hung simultaneously. These anchors are now tagged with two route numbers, and "doubling up" on any pad with a single tag is now discouraged if not intervened with.

ANCHORS BY AREA

Area	Physical Anchors	%	Total Open Anchors	%
Deep South	12	5.58%	946	5.09%
South Park	40	18.60%	3746	20.17%
Two-Eyed Dog	8	3.72%	540	2.91%
New Funtier	23	10.70%	2300	12.38%
School Room	17	7.91%	1687	9.08%
Pic o' the Vic	14	6.53%	1335	7.19%
Kids' Wall	8	3.72%	800	4.31%
Lead Area	15	6.98%	1434	7.72%
Between the Bridges	13	6.05%	1184	6.37%
Scottish Gullies	21	9.77%	1731	9.32%
Stump Wall	5	2.33%	313	1.69%
Five Fingers	15	6.98%	976	5.25%
Shithouse	7	3.26%	477	2.57%
Gazebo Wall	17	7.91%	1106	5.95%
TOTALS	215	100.00%	18575	100.00%

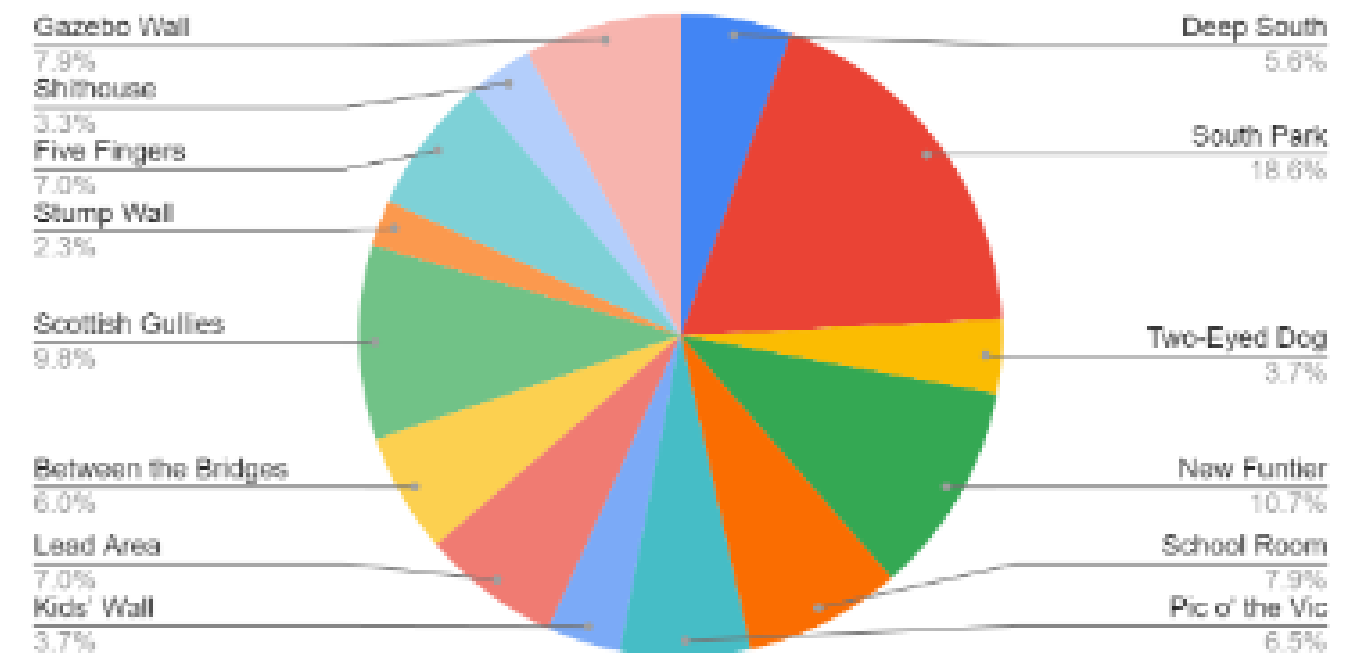
Open Anchors, by area

Ouray Ice Park, 2022-23



Physical Anchors, by area

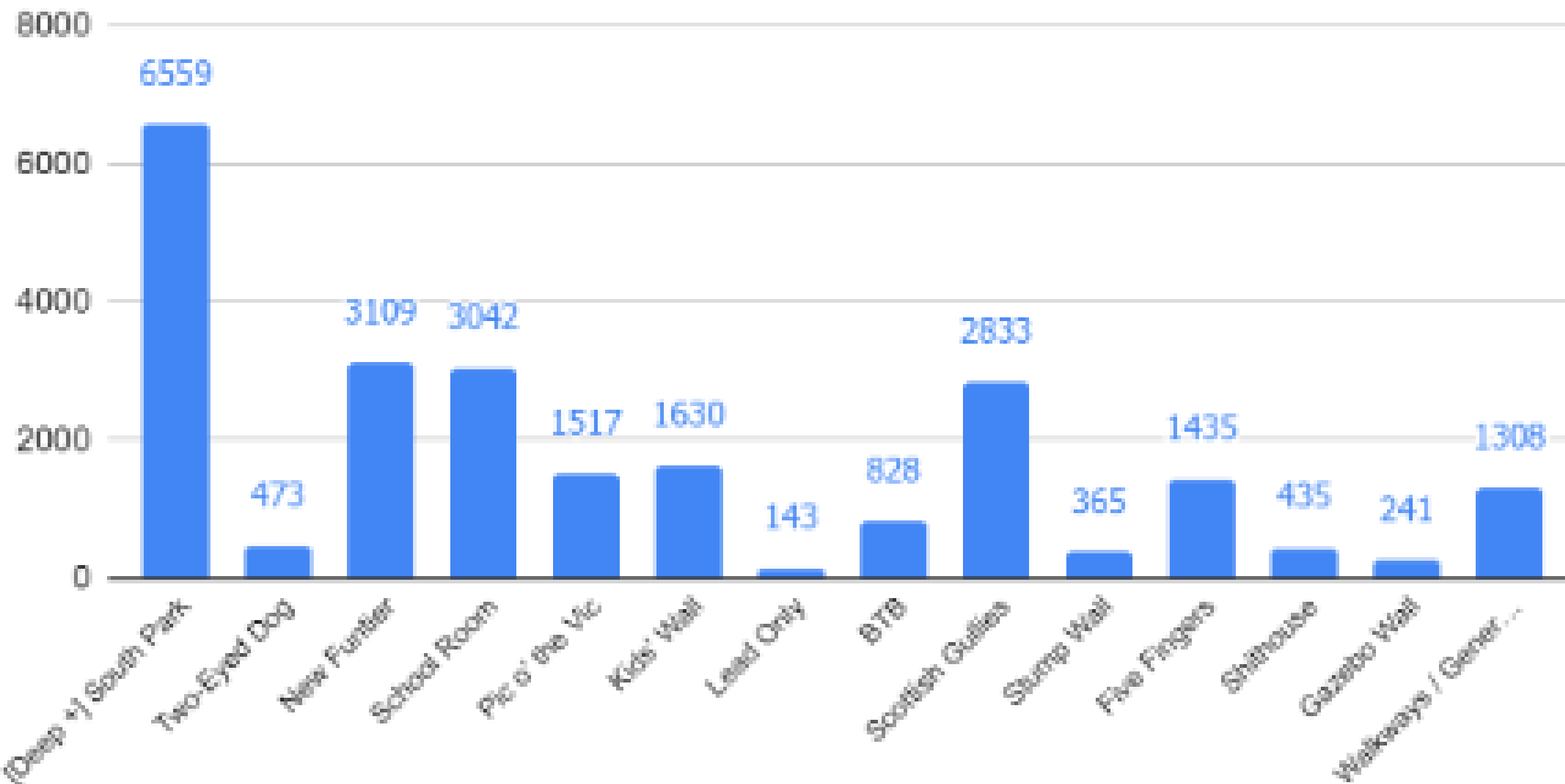
Ouray Ice Park, 2022-23



AREA USAGE

Users by Area

of Users



Park Operations

DATA COLLECTION

Standard procedure for Ice Rangers was and is to walk through the park twice daily, starting in Deep South and progressing northward. Every climber encountered is recorded, both within the designated climbing areas and elsewhere throughout the ice park.

Commercial and institutional users are distinguished from recreational users (noting individual organizations and guide names), both to ensure more robust internal data as well as to establish rapport between park staff and local climbing guides.

Morning counts typically commence between 09:00-10:00; afternoon counts start between 13:00-14:00. This schedule accounts for anchor establishment times, later morning arrivals, and early afternoon departures; the spacing between counts guarantees that a single anchor can't be occupied by the same party during both counts (assuming they follow park regulations), and therefore the two data "snapshots" are completely unique from one another.

The Ice Rangers also track the number of open anchors in each area of the park and record all rules violations encountered.

Park Operations


DATA COLLECTION

The data collection and analysis models used in this report were developed by OIPI in the early days of interacting with the Ice Park Advisory Team (IPAT). These models were created with limited data in order to better understand Ice Park usage, in terms of both a commercial-to-recreational use ratio and overall use as a percentage of available terrain. The results of these data systems are used to manage operation of the Ice Park to benefit all user groups in accordance with the Management Agreement between the City of Ouray and OIPI.

The last three seasons in the park have generated the most robust datasets regarding park usage to date, and have largely followed the models laid out in that agreement; small tweaks have been made on a yearly basis, but they remain essentially the same. However, the amounts of variability and uncertainty involved with many of these datasets should always be taken into consideration when utilizing them in any decision-making processes.

Examples of these variables include, but are not limited to: the inequity between each anchor in the park (both in terms of difficulty and desirability); the average ratio of guides to clients for each individual party; the amount of time spent in the park by users, both recreational and commercial; the relationship between party size and terrain (number of anchors) used; the disparity between observational and post-use reporting models regarding CGOs; and, perhaps most importantly, the differences in park capacity from season to season. Notably, the amount of available terrain (open anchors) increased by over 50% this season when compared to last year's already-record capacity.

It should be noted that the current models, though flawed, have yielded acceptable results. The permit allocation process in particular has produced usage ratios that consistently fall inside the parameters established as part of the Management Agreement. However, there is valid and growing concern that as expansion of the Ice Park slows – or, potentially, in the case of a warm winter with severely limited terrain – these models will not scale accurately and the variabilities and uncertainties involved could lead to unsustainable use patterns and hinder recreational access.



Concessionaire

COMMERCIAL GUIDING OPERATORS

CGO, or Commercial Guiding Operations, are traditional climbing guide services. Guides and clients are counted separately, but for the purposes of this report are included under the same CGO heading unless otherwise marked.

CGO use was very similar to last year in terms of raw numbers, both as counted by the Ice Rangers and as submitted post-use by the CGO offices. Due to the dramatic increase in available terrain, commercial usage rates technically dropped, but the overall ratio of recreational to commercial was also consistent year-over-year. Two new CGOs received permits this year (Moxie and San Juan Expeditions), one CGO (Irwin Guides) withdrew from the field, and Peak Mountain Guides was acquired (along with their user days) by Mountain Trip.

According to the Ice Ranger data, CGO users (guides and clients) made up 15.5% of the total users counted this season. The largest concessionaire was San Juan Mountain Guides, with 1,798 users counted (48.5% of all CGO use recorded by the Ice Rangers). The next highest use from a commercial service came from Mountain Trip (567 U / 15.3% of CGO), whose permit allocation greatly expanded this season as a result of their recent acquisition of Peak Mountain Guides.

Concessionaire

COMMERCIAL GUIDING OPERATORS

3,706

**Climbers Visited
with CGOs**

-0.9%

San Juan Mountain Guides
Basecamp Bouldering
Rock Ski Alpine Guides LLC
Mountain Trip

13

Permitted CGOs

Same as LY

Operators

Rigging for Rescue
Mobius Mountaineering
Skyward Mountaineering
Certified Guides Cooperative
Moxie

15.5%

**Of Total Users
Were CGOs**

-0.9%

Mountain Madness
International Mountain Guides
American Alpine Institute
San Juan Expeditions

CGO BREAKDOWN

Commercial Guide (CGO) Use

2022-23, Ice Ranger Counts

Mountain Madness

1.3%

Skyward Mountaineering

1.7%

RFR / Rigging For Rescue

2.3%

Moxie

3.2%

GGC / Certified Guides Cooperative

3.5%

RSA / Rock Ski Alpine

6.0%

IMG / International Mountain Guides

7.5%

Basecamp Oury

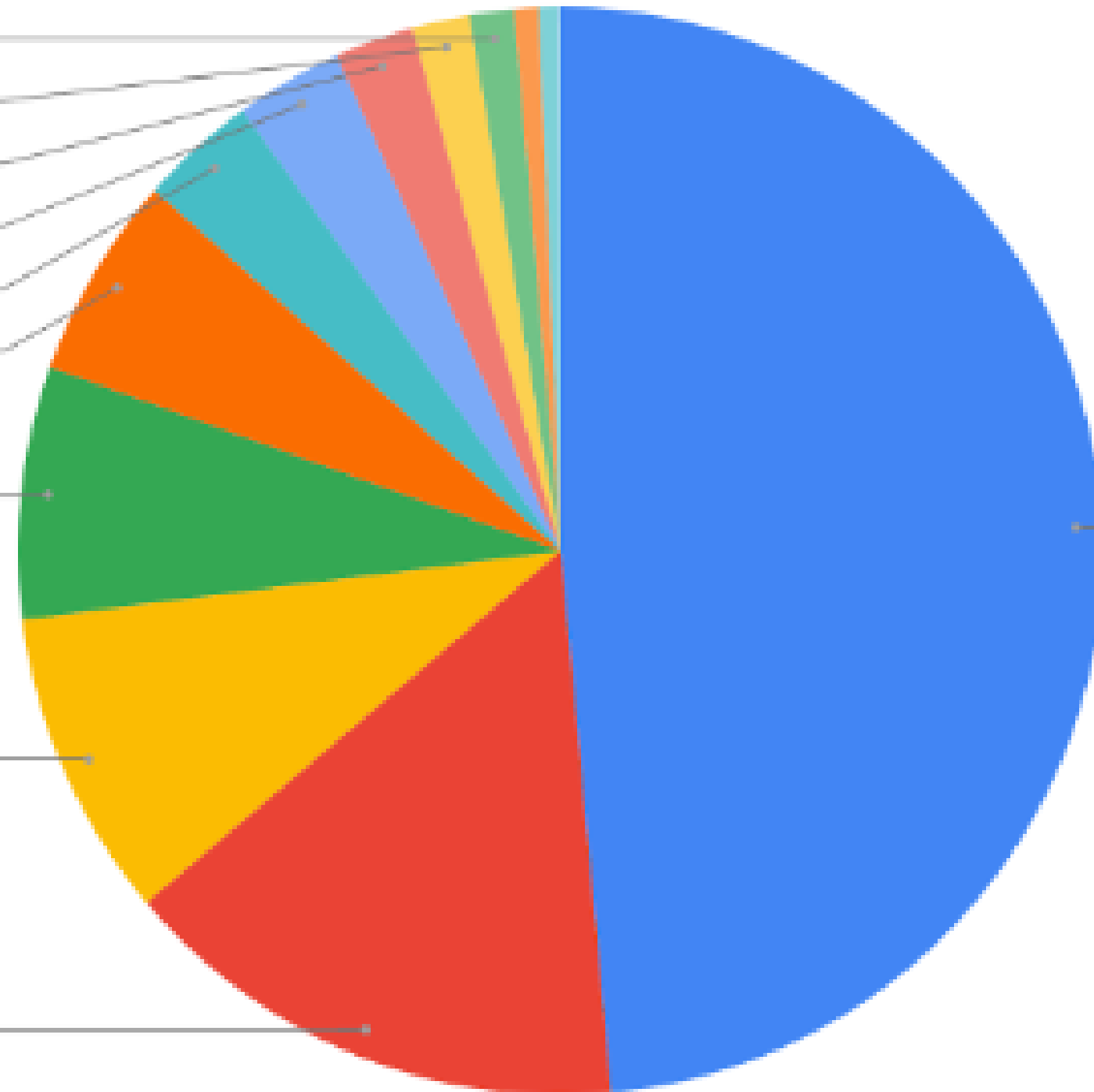
9.2%

Mountain Trip

10.3%

SJMG / San Juan Mountain Guides

48.5%





Concessionaire

INSTITUTIONAL GROUP EVENTS

IGE, or Institutional Group Events, include colleges, mountaineering clubs, military groups, and non-profit institutions that offer organized group trips with or without an educational component. Participants in these groups are typically paying some sort of fee to be included in the trip, and the biggest distinction between these and CGOs may well be a semantic one – “trip leader” versus “guide” – though IGE trip leaders aren’t held to the same standard regarding certifications. Though they are required to obtain a use permit like CGOs, these groups are historically less well-managed than CGOs and have exhibited less awareness of – and compliance with – our regulations and registration processes. However, in 2022-23, no notable interventions or other problems were encountered with any IGE in the Ice Park.

Institutional Group Events [IGE] (1,279 users) made up 5.3% of total users. For the second consecutive year, IGE use saw a significant increase this season over last, when we had 968 users.

Other non-recreational use was also up this year. The All-In Fest more than doubled in size for its second annual event, and nearly 400 students (and teachers) from across Colorado visited OIP with an organized school group.

Concessionaire Institutional Group Events

1,279

**Climbers Visited
with IGEs**

+1.3%

16

Permitted IGEs

IGEs

5.3%

**Of Total Users
Were IGEs**

+1.3%

Weber State University
AMGA
Baylor University
Bucknell University
Central Wyoming College
USAF Academy OAP

Cherry Creek Schools
Colorado Mesa University
Colorado Mountain Club
Paradox Sports

Fort Carson Outdoor Recreation
Prescott College
Ridgeview Classical Schools
The Mountaineers
Western Colorado University
USAF Academy Mountain Team

IGE BREAKDOWN

Organization	Guides	Users	Season Total
All-in Ice Fest	58	219	277
Colorado Mesa University	59	111	170
USAFA	33	99	132
Bucknell University	23	84	107
AMGA	27	58	85
Ridgeview Classical	20	63	83
Paradox Sports	26	47	73
Ouray/Ridgway Schools + "Kids Climbing College"	16	53	69
Baylor University	15	32	47
Cherry Creek Schools	9	38	47
Colorado Mountain Club	17	25	42
Wyoming Catholic College	8	31	39
Weber State University	11	27	38
Prescott University	9	27	36
Western Colorado University	7	12	19
Native Outdoors	2	13	15
-			
IGE Totals	340	939	1279

Park Operations

INTERVENTIONS

In addition to collecting user data and tracking terrain availability, the Ice Rangers provide information and assistance to park users, and enforce park and safety regulations as needed. These “interventions” are recorded in three different categories: Gear, Anchor, and Other.

46.6%

Gear

Occurs when an individual is encountered in a climber-only area without first equipping the requisite gear, namely helmet and/or crampons.

48.9%

Anchor

Anchor interventions are encountered in a few different situations: these most often take the form of a moving top rope rubbing on the yelomine pipe; anchoring to non-designated structures/trees; or leading a route without previously occupying an anchor.

4.5%

Other

Other interventions encountered this year were mostly unauthorized drone flights, but there was also one instance recorded of a dog in the bottom of the gorge.

Infrastructure Projects

Our staff completed various infrastructure repairs and improvements throughout the season from heavy tree removal on the Black Diamond Access Trail to adding additional signage throughout the park as part of a multi-year project which is now almost complete.

Updated canyon access into School Room, Scottish Gullies, and Lowest Bridge (Gazeboo and Shithouse) climbing areas.

Reopened the historic Trestle Bridge entrance into the School Room in late January after a closure that lasted nearly two years.

Installed four new anchor tripod structures in the Pic O' Vic area to replace dead and dying trees. *
All labor and material costs were donated in-kind by Skol Studios.

Marketing SOCIAL MEDIA

Facebook



Followers: 17,661
+10%

Page Reach: 670k
+25%

Engagement: 2.3%

***Industry standard 1-5%**

Audience: 61.4% Men
38.6% Women

Age: 34% 35-44

24% 45-54

Instagram



Followers: 18.035

Page Reach: 92.6k

Engagement: 8%

***Industry standard 1-5%**

Audience: 66.5% Men
33.5% Women

Age: 37% 25-34

33% 35-44

YouTube



Subscribers: 518

+4%

Views: 8,533

-38.5%

(no livestream)

Watch Time: 2.3k (hours)

Impressions: 48k

+15%

TikTok



Followers: 124

Video Views: 8,582

Engagement: 622

interactions

***Account started Dec. '22**

***Nov. 2022 - March 2023**

Marketing

EMAIL

SUBSCRIBERS
13,841
+21%

OPEN RATE
49%

*INDUSTRY
STANDARD: 17-28%

CLICK RATE
5.3%

*INDUSTRY
STANDARD: 2-5%

Marketing WEBSITE

PAGE VIEWS

179,558

+1%

USERS

53,664

-1.6%

80% NEW, 20% RETURNING

DEMOGRAPHICS

93%

UNITED STATES USERS

Top 10 Pages:

1. Homepage
2. Ice Fest
3. Conditions
4. Schedule of Events
5. Clinics
6. Membership
7. Guides
8. About
9. Tech Talk
10. Passes

*Sept. 2022 - May 2023

Financials

REVENUE



OUR WATER OUR FUTURE
\$306.8K

MEMBERSHIP
\$72.4K

MERCH
\$49.4K

DONATIONS
\$46K

OURAY ICE FESTIVAL
\$199.4K

ALL IN ICE FEST
\$33K

CONCESSIONAIRE
\$46.6K

LBP
\$17.7K

OTHER
\$80.6K

*Summary subtotals as of 5/10/2023. Fiscal year end is 6/30/2023.

Financials

EXPENSES

OURAY ICE FESTIVAL
\$74.3K

OUR WATER OUR FUTURE
\$341.4K

ALL IN ICE FEST
\$36.3K

OPERATING
\$52.8K

ADMIN & OVERHEAD
\$362.8K

OTHER
\$114.7K



*Summary subtotals as of 5/10/2023. Fiscal year end is 6/30/2023.



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**Ouray Ice Park, Inc. Recommendation on
Preferred Method of Management / Operation for the Ouray Ice Park
May 30, 2022**

The Ouray Ice Park is a city park like no other in the world. It is built and operated each year for a four-month season, on a combination of public and private land using water from the overflow of a municipal water system, by a non-profit organization that provides the funding and workforce for operations, infrastructure, and public engagement. Its challenges are unique, requiring broad cooperation among multiple entities, as are its benefits to the City of Ouray and to all of those entities.

Ouray Ice Park, Inc. (OIP), by agreement with the City of Ouray, has managed the Ice Park for over 25 years. It has evolved from an informal band of contributors into a professional institution, with extensive capabilities addressing a host of requirements and inputs, which are actively sought out via formal channels. It is managed based on data and rules, policies and procedures, and ongoing discussions with the City and the communities it serves. In the last few years this more rigorous approach and expanded fundraising efforts have resolved several key issues and resulted in initiatives to significantly improve operations and increase community benefits.

- The Ice Park Advisory Team has served as forum for discussion among the stakeholders, including anyone in the community who is interested, driving much of the progress with ideas for improvement and feedback on performance.
- OIP has worked diligently to address the single most critical issue in Park operations: the consistent, sufficient supply of water to make ice. OIP has secured additional water rights for that purpose, thanks to the generosity of Ouray Silver Mines, Inc., and is committed to fund and build the infrastructure necessary for our Ice Farmers to make ice whenever it is cold enough.
- With an adequate source of water secured, OIP will continue to expand terrain to meet the increasing number of visitors to the Park, building upon its “Our Water, Our Future” capital campaign with physical infrastructure to expand opportunities for Recreational, Commercial, and Institutional Users.
- Formal workforce development, including job descriptions, pay ranges, and salary progression, as well as significantly expanded formal training and operational documentation, is providing our twelve professional Staff with long-term, winter to year-round employment.
- With the help of data specialists and skilled OIP Staff analysis based on data captured by our Rangers and submitted by Commercial and Institutional groups, we understand the capacity of the Park for multiple User categories better than ever before.
- The Concession, now managed by OIP with processes for allocation of capacity worked out in concert with IPAT discussion, has alleviated much contention surrounding guiding operations.
- Commercial Use within agreed targets has expanded by almost 70% in the last three years, based on better understanding from the data and expansion of terrain, increasing the economic benefits of the Park to the community while ensuring acceptable access by recreational Users.
- OIP continues to enhance the Park’s usability and beauty, building on expanded access pathways, improved signage, and User staging facilities installed by Staff, and organizing our dedicated corps of volunteers, e.g., to improve the appearance of the grounds by clearing forest debris and trash in our annual “Love Your Gorge” event.

- OIPI rose to the challenge of COVID-19 by communicating diligently with County and State Public Health officials, and worked out innovative ways to keep the Park fully open for a great season while meeting pandemic guidelines, maintaining our workforce at full strength, and adding more opportunities for Commercial use. We managed the 2021 Ice Fest to keep its iconic competition (without spectators) going strong while broadening its reach, working with Sponsors, the City, and State agencies to fund livestreaming and broadcast documentary programs.
- The Ouray Ice Park is the driving force underpinning the winter economy of Ouray. OIPI has undertaken multiple major initiatives to increase the visibility and enhance the reputation of the City as the epicenter of ice climbing in North America and the outdoor recreation capital of Colorado.
- OIPI and the City co-funded an economic impact study of the Park's 2021-22 season that found the annual contribution to the local economy to be almost \$18M, including an estimated \$1.4M in tax revenues.*
- OIPI has identified four critical sources of funding to insure the long-term financial health and operational sustainability of the Ice Park including: (1) membership and use fees, (2) local business partnerships and philanthropic donations, (3) sponsorship revenue from Outdoor Industry brands, and (4) multiple sources of revenue from Ice Festival events (clinics, public events, and merchandise sales). Nurturing, stewarding, and growing these revenue streams is absolutely critical to keep the Ice Park as a free public resource.
- OIPI understands the importance of working in a collaborative manner with the City of Ouray, especially with the City Administration, Public Works, and the Police Department to ensure the seamless operations of the Ice Park. We take every opportunity to strengthen our long-standing partnership with the owner of private land making up over half the Park. Fostering this collaborative approach into the future is imperative.
- OIPI is working to understand, plan for, and address the environmental and societal challenges we face to sustain a thriving Park over the next 25 years and beyond. Our focus has turned increasingly from solving current operational challenges to innovating for sustainability and finding the best ways to harness limited resources to provide a great experience to all the communities we serve.

OIPI recommends that the current arrangement, a Management Agreement with the City of Ouray designating OIPI to build and operate the Ouray Ice Park each season, be extended to a term of ten years, renewable in ten-year increments so long as both parties are satisfied with the results. This long-term Management Agreement should be coordinated with a Water Agreement and an Access Agreement for private land in the Park with the same terms.

* Revised September 20, 2022 to reflect Kent State University economic impact study



Ouray Ice Park Management and Operations Model Implementation

Delivered to the City of Ouray May 30, 2023

Ouray Ice Park, Incorporated is pleased to deliver this report on implementation of elements from the management and operational model recommendation delivered in May, 2022. The key proposal in that report was that, after years of demonstrating it can do so effectively, OIPI should continue to manage the Park for the City of Ouray under a long-term agreement, coordinated with water and access agreements. As we finalize the next agreements between the Parties, we have agreed to a two-step process achieving that objective for the Management Agreement (MA).

The new MA, pending Ouray City Council approval, defines its term as a five-year period followed by an automatic 5-year extension if the City is still operating the Park and OIPI is not in breach of the agreement. The City will extend the current water agreement to allow continued use of municipal system overflow for ice farming until the new water source currently being developed by OIPI can be tapped and a new agreement made. The owner of private property in the south end of the Park has granted OIPI a perpetual easement to operate the Park on it.

The City's Ice Park Sustainability Committee discussions in the run-up to signing the 2018 MA emphasized the needs for secure access to sufficient water, data upon which to base management decisions, and ongoing community engagement on how OIPI operates the Park. Some participants expressed concern that their recommendations were not adequately incorporated into the agreement. OIPI has taken them as the central tenets of its approach. Ice Park Staff, the Ice Park Advisory Team (IPAT), and the new water system initiative are addressing those objectives diligently.

Looking at the preamble to last year's recommendation, the things that stand out in OIPI's management of the Park over the last several years are continuous improvement of institutional and operational aspects, enhancement of User experiences, and much better community relationships as sound foundations of the Park. Its major economic impact and the dramatic expansion of climbing terrain and supporting infrastructure attest to success on the practical side. The data-based management of capacity and open communication are driving unprecedented collaboration among the stakeholders.

The recently-delivered Post-season Report details the results, of which several are key:

- 220 anchors were available for much of a 100-day season, up from about 120 four years ago
- The guide services got all the allocation they requested
- The balance of Recreational / Commercial + Institutional Users was right at 75% / 25%
- Complaints about overcrowding were limited to a few on the busiest weekends

The work of the last few years has us moving in very good directions.

We continue to work on better understanding of capacity and use patterns, with the Ranger program netting excellent sample data, another high-resolution data collection day, and plans to expand that detailed study. Guide services are booking more weekday clients to fill slack periods the data shows. Means to analyze and further improve accuracy and agreement among the various sources of data will be put in place for the coming season.

The Ice Fest evening functions have been moved from the Community Center to local business and non-profit venues. A local contractor has completed initial work on the water project. An OIPI board member has joined the Ouray Economic Development Committee to grow the connections between the Ice Park and Main Street. Kent State University delivered a compelling study of the Park's economic impact. We see increasing individual donations and growing membership, in addition to Local Business Partner, Sponsor, and institutional support for our operating budget and capital campaign.

The IPAT has formed a Working Group, initially to study the implications of charging Recreational Users, but expanded to address the higher-level challenges of sustainable financing and balancing capacity and occupancy. The output of this group will complement ongoing sustainability efforts for our workforce, membership, and community support, as well as programs to promote inclusive access to the Park.

In concert with the Ouray Community Plan, OIPI will deliver a comprehensive, ten-year plan for strategic objectives and ongoing sustainability of the Park, including sufficiency of financial support; assurance of natural and human resources; administrative and field operational excellence; infrastructure and program development; and enhancement of stakeholder relationships and community benefits. We anticipate that defining these major directions and key objectives will net us milestones that can be used to assess our progress.

Our incredibly dedicated, capable, and professional Staff is the essential element in all of this progress. Ice farming, data systems, communications, event coordination, and fundraising are their core functions. Their stewardship of this amazing resource, carrying our unique culture forward and building on the foundations laid by those who came before, is the soul of the Ouray Ice Park.

OIPI's volunteer board is committed to accomplishing our mission, fully supporting Staff through training, compensation, and work environment measures. Our board and workforce will ensure continued responsiveness to the City's expectations for the world's best ice park through effective succession planning and recruitment of the right people to make it all happen.

OIPI's implementation for improving management and operations of the Park has been ongoing and continuous. We will pursue that effort and its benefits to the communities we serve with determination, and ensure the Park continues to thrive going forward.

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Ouray, Colorado 81427



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City Administrator
Report for June 5, 2023
City Council May 15 – June 2, 2023:

Gym Repair and Maintenance Agreement:

The City has received verbal verification for a repair and maintenance contractor for the Hot Springs Gym equipment. I should have an agreement in hand by tomorrow and it will be minimal expense (\$375/quarter + parts). The contractor has already identified the replacement cables and will order this week upon agreement. Upon legal review, I plan to execute and have Council ratify the agreement.

Waterview PUD:

One June 15th (TBD: 4:00 pm) Rural Homes, LLC is planning to conduct a “story-pole” exercise on the north end of their property to show the potential impact on the properties on Chautauqua Lane. We plan to post this event appropriately so any Planning Commission members and City Council members can attend.

New Fellin Park Restroom Placement:

Also on June 15, with proper notice, I would like to have the City Council and any community members collectively go to Fellin Park to discuss placement of the new restrooms. Due to the water and sewer mains, the new restroom cannot go in the exact spot as the current restroom. Mayor Pro Tem Smith, in his personal capacity, has created location ideas for discussion during the Worksession.

ICMA Leadership Institute:

I will be attending the ICMA Gettysburg Leadership Institute on June 14-16.

San Juan Room Partitions:

A company that was making the San Juan room partitions is under receivership and we were notified today that we will not receive them until December.

CDPHE WWTP & WTP Inspection:

A representative from CDPHE conducted a site visit of both the WWTP and WTP on May 31, 2023. No issues were identified during the visit and the representative stated his pleasure with the progress of both projects.

Spring Branch Fire Mitigation – IGA with Ouray County

City legal has drafted the IGA for approval by both the City and County in regards to the Spring Branch Fire Mitigation (Phase I – Identification & Plan for Dead Tree Removal below Amphitheatre Campground) project

Parks & Trails Master Plan:

On Thursday, June 8th, during the concert in the park. DHM, consultant for the Parks & Trails Master Plan, and Keo Studio Works, Stage Designer, will both be in Fellin Park to obtain community feedback on their initial plans. We also setup meetings for DHM with the school regarding track and field needs and Adam Kunz representing the Miner’s Park. Jim Keo will be meeting with representatives from Mountain Air Music Festival, Wright Opera House and anyone else interested in providing ideas on the stage design this Friday.

Box Canyon Geothermal Line:

The Box Canyon geothermal line replacement project is finally completed, with the asphalt replacement on the Nixon property and the Oak Street bridge surface overlay. Per the easement agreement with the Nixon's, the final location exhibit of the pipe for filing with Ouray County on the property is under final review for property owner signature.

City of Ouray Police Department

May 2023

For the month May 2023 OUPD ran approximately 218 dispatched calls for service.

Last month we ran 109 dispatched calls for service and 226 in May 2022.

These included:

- 47 Parking complaints (last month was 14)
- 10 Traffic Stops
- 9 VIN inspections
- 6 Bar checks
- 4 Property Damage Accidents
- 2 Noise complaints
- 3 Abandoned vehicles
- 4 Bear calls

Additionally we performed 268 Patrol checks (includes directed patrols and security checks)

Recent Events:

OUPD conducted its spring sweep of unregistered and illegally parked vehicles on public streets. Multiple vehicles were posted with violation notices. Most deficiencies were addressed by the owner. Vehicles that were not addressed were towed.

Upcoming Events:

We are currently in the planning stages for our yearly recurring events: Jeep rallies, foot races, Independence Day celebration, National Night Out, etc.

Fire Department Report for May, 2023

05/31/23

3 Training opportunities held in Ridgway

2 Training Opportunities held in Ouray

Prepping for Music in the Park, 3rd Firemans party, and the 4th of July

New garage doors are installed on 3 bays.

Concerns about main street water pressure. Discussed with Danny Wilbur.

CPR First Aid Cert Training for all members

Purchasing an AED to have in Apparatus

Calls for May

5/10	Accident	2ffs 1hr
5/14	Accident	4 ffs 1hr
5/23	Gas Lak	2 ffs 1 hr

Public Works May 2023 Update

Water

- Water Usage Numbers for **April:**
 - Influent (Water from spring) – 33,447,744 Gallons
 - Effluent (Water to town) – 12,594,938 Gallons
 - Hydro Plant – 8,138,368 Gallons
 - Mineral Farms – 449,400 Gallons
- 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.
- Submitted quarterly progress report to the Colorado Department of Public Health and environment (CDPHE). A quarterly report is required until the completion of the new water treatment facility.
- CDPHE requires that the City send a letter to all of its water customers stating that we have not provided adequate treatment of our water. This letter is to be sent every 90 days until the new water treatment facility is operational. Letters were sent on May 2nd 2023. The next round of letters will be sent on August 2nd 2023.
- Aslan Construction has begun site work for the new Water Treatment Facility. Crews have improved the access road, site layout, coordinated with the power company to get temporary power, install safety fence and remove trees. Geotechnical work has been completed for the new tank site and the report should be completed by mid-June. There was nothing concerning found while the boring took place and the team is expecting the same results of the previous boring that took place on site.



Sewer

- Aslan Construction continues to make progress on the new Wastewater Treatment Facility. The Aslan Crew has conducted crack repairs as necessary and leak tests for the EQ Basin, MBBR Trains #1 and #2. For the month of June, they will be working on the construction of the Grit Chamber along with beginning to backfill. City staff continues to have weekly meetings with the contractor, engineers and architect making progress on some of the finer details of the construction. The team continues looking for ways to save money where possible.
- Continued to clean head works two times daily.
- Continued to skim lagoons of debris as needed.

Streets

- Continued grading roads and adding road base where needed in preparation for the annual Magnesium Chloride/ Lignin Sulfonate application that is scheduled for June 6th and June 7th, weather permitting. The City uses an 80/20 mix of Magnesium Chloride and Lignin Sulfonate for the application. Lignosulfonates are derived from lignin, a naturally occurring polymer found in wood that acts like glue holding the cellulose fibers of pulp together. Lignosulfonates work by binding the road surface particles together. Water evaporates from the lignosulfonate as it dries, and the dust particles are trapped by the high-viscosity, naturally sticky material. Extensive studies have been conducted to evaluate the effects of lignosulfonates on the environment. Results show that they are not harmful to plants, animals, or aquatic life when properly manufactured and applied. Lignosulfonates have been used as a treatment for dirt roads in Europe and the United States since the 1920's.
- Continued equipment maintenance on all vehicles and heavy equipment.
- Installed water tank and new electric pump in the truck used to water flowers.
- Unplugged storm drain on 4th Ave. City Crew had to cut and dig out a valley pan of concrete to access the storm drain in order to clean it with a jet rodder.
- Installed head in parking only and single vehicle parking signs along Highway 550.
- Installed Ouray Perimeter Trail Parking sign on Highway 550 across from the Hot Springs Pool parking lot.
- Pedestrian crossing signs were placed in the crosswalks on Highway 550.
- Assisted contractor in paving the bridge on the South end of Oak St. This work was completed along with the paving of a citizen's driveway where the new geothermal line was installed.

City Resources Department

June 5 2023

- The black swift camera at the Box Canon Falls was reconnected in early May and is now live. Swifts have been sighted soaring above the waterfalls.
- The Box Canon Falls opened to the public on Friday May 12. This was two weeks later than scheduled due to issues with the road into the park. The road is still rough in places but should settle and become more compacted as vehicles drive over the surface. Ice was manually chipped from the trail to improve safety prior to opening.
- The walkway extension into the Box Canon Falls opened on May 19th. Visitors to the park are enjoying this new opportunity for viewing the waterfall. A tour was set-up with the Plaindealer and Jeff Skoloda and Chris Haaland early one morning for photos and information about the project.
- New safety signage has been installed on the High Bridge.
- The propane system at the Box Canon Falls was inspected for safety and for leaks. No issues were detected.
- Beginning May 27 the hours at the Box Canon Falls are 8 am to 8 pm daily. These hours will remain in place until Labor Day. Hours at the Hot Springs Pool are 10 am to 10 pm daily through the summer, with members only time daily from 10 am to 11 am. These hours may be modified due to insufficient staffing levels, if necessary.
- Water sprinklers and faucets have been turned on at outdoor facilities. Repairs were made to the sprinklers at Fellin Park.
- The Monday senior lunch program has relocated to the fellowship hall at St John's church.
- The Snack Shack at the Hot Springs Pool opened on May 27 with towels, snacks, non-alcoholic drinks, swim accessories, etc.
- All sanitary drains at the Hot Springs Pool were cleared by Roto-Rooter to reduce the chance of a clog during the summer season.
- An all-staff in-service training was held at the Hot Springs Pool May 24th. During this in-service orientation was held for new employees, pool rules reviewed with all employees, in-water drills were held, rescue scenarios performed, and other training activities.
- The water slides at the Hot Springs Pool have been brought out of winterization, inspected, licensed, and placed into service.
- Flushing the Box Canon geothermal pipeline resulted in approximately 80 GPM increased flow into the Hot Springs Pool. Temperatures in all pools are improved as a result of this action. Lap lanes have been open daily since this action was taken.
- Bears have been causing problems with the trash dumpster used by Parks and the Hot Springs Pool. Effort is being made to obtain a larger dumpster for this area.
- Community volunteers showed up to assist with cleaning and rolling the ice rink liner for winter storage.
- A GOCO funded youth Conservation Corps crew will be working on safety and erosion control improvements at Cascade Falls next week.
- Delta Rigging inspected the rope at the ski hill. It appears the rope is showing signs of premature wear. Delta Rigging installed the rope in the fall. They are working with the rope manufacturer and City staff for a resolution.
- The Community Center elevator has been repaired by Otis elevator and is working properly.
- Roof leaks above the Community Center have been patched. The ceiling areas below the leaks have been repaired and repainted.

- Painting related to the City Council Chamber project in the San Juan Room has been completed.
- Damaged window glass in the Massard Room has been replaced. A broken pane in the City Administrator office was scheduled for replacement but the wrong size glass was delivered. These are warranty repairs.
- The summer seasonal gardener position has been filled with the gardener starting in mid-May.
- The open year-round parks position has been filled.
- Fertilizer was applied to the grass areas at Fellin Park and the Woman's Club Park. Fellin Park was aerated prior to fertilization.
- Plumbing repairs were made in the restrooms at Fellin Park.
- A rack was installed at the Box Canon Falls Nature Center to hold IT equipment related to the City's water tanks.
- Flags were installed on Main Street. Five flag poles were missing and have been replaced.
- Air conditioning units at City Hall and the Community Center have been activated for the summer season.

NEWSLETTERS			
January 1, 2023		February 1, 2023	
Sent to	959	Sent to	978
Opened	605	Opened	562
Unsubscribers	20	Unsubscribers	15
<i>Business/ Events Highlighted</i>	<i>Clicks</i>	<i>Business/ Events Highlighted</i>	<i>Clicks</i>
All In Ice Fest	8	Murder Mystery Dinner	4
Ouray Ice Fest	11	Ouray Winter Wine Festival	9
Ouray Wine Festival	9	Swipes Right	1
Andy Carrie - Burning Ass Trading Co	41	Cabin Fever Days	0
Twin Peaks Lodge and Hot Springs	13	Paradox Ice Fest	3
Ouray Mountain Sports	3	Box Canyon Lodge	8
		Moxie Mountain Guides	3
<i>Links</i>		<i>Links</i>	
Basecamp Ouray	1	St Elmo	6
Mountain Trip	1	Thai Chili	0
San Juan Mountain Guides	1	KJ Wood Distillers	2
Ouray Mountain Sports	3	San Juan Mountain Guides	1
		Ouray Pool and Hot Springs	1
		Little Bucket of Flowers	0
		Mouse's Chocolates	2
March 1, 2023		April 1, 2023	
Sent to	988	Sent to	1034
Opened	479	Opened	634
Unsubscribers	3	Unsubscribers	8

Ouray International Film Festival	3		Mountain Air Music Series	
Kentucky Derby	3		Goldpine on the Citizen's State Bank Rooftop	
Ouray County Historical Museum	1		San Juan Choral Festival	
Wiesbaden	4		Ouray International Film Festival	
Bachelor Syracuse Mine Tour	3		San Juan Trail Tri	
Ouray Alchemist	1		Getting Married Localhood Highlight	
The Wright	5		Fun Summer Adventures Localhood Highlight	
The Tavern				
2 Day Itinerary Localhood Highlight	19			

SHOPPING							
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY	
Columbine Mineral Shop	7.25.22	TT, IG, FB, IG Highlights	24,495 views	4,053 reached	549 views	TT = TikTok	
Ouray Bookshop	8.22.22	Highlights, TT, IG, FB	10,507 views	1715 reached	73 views	IG= Instagram	
Gator Emporium		Highlights				FB= Facebook	
Chief Ouray Trading Post	10.3.22	Highlights, TT, IG, FB	4,349	1,121	112		
Twig and Feather		Highlights				*Results are after 7 days	
Little Bucket of Flowers	8.1.22	TT, IG, FB, IG Highlights	9,199 views	2,307 reached	75 views		
Ouray Mountain Sports		Highlights					
Ouray Grocery		Highlights					
The Shaggy oo		Highlights					
Khristopher's Culinaire	8.16.22	IG, FB, Highlights	5,919 reach	3,041 reached	-	Note: Didn't do video. Only photos	
Silver Lynx		Highlights					
O'Toys	12.19.22	Highlights, TT, IG, FB	5,271	1,468	389		
	5.18.23	IG	16.7K				
Color and Quil		Highlights					
Mountain Fever		Highlights					
	4.14.23	Highlights, TT, IG, FB	6507	2076	314		
Ouray Hardware & Mercantile	12.16.22	IG, FB, TT, Highlights	12.2 K	1646	611		
The Burning Ass Trading Company	12.28.22	IG, FB, TT, Highlights, Youtube	17.4K	2411	712		
	12.29.22	IG, FB, TT, Highlights	16.8K	1217	1167		
	12.30.22	IG, FB, TT, Highlights	10.2K	1023	350		
	1.3.23	IG, FB, TT, Highlights					
High Country Leathers	5.14.23	IG, FB	3532	3415			

GUIDES							
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	Notes	KEY
Ouray Via Ferrata		Highlights					TT = TikTok
Hot Springs		Highlights					IG= Instagram
Ouray E Bike Rentals		Highlights					FB= Facebook
	4.29.23	IG, FB					
San Juan Mountain Guides	1.11.23	Highlights, IG, FB, TT, youtub	13,400	3,739	747		
Basecamp Ouray		Highlights					*Results are after 7 days
	5.5.23	IG	12.8K	6446	1968		
	3.1.23	TT					
Alpine Scenic 4X4		Highlights					
Canyoning Colorado	8.29.22	Highlights, IG, FB, TT	11,287 viewers	4,097 reached	102 views	These results were only after 4 days. Posted a gallery of photos on Facebook instead of TikTok video	
Altitude Adventures		Highlights					
	6.2.23	IG					
Switzerland of America		Highlights					
Ouray Riverside Resort Jeep Rentals		Highlights					
Ride-N Adventures		Highlights					
Ouray Mountain Adventures		Highlights					
San Juan Scenic Jeep Tours		Highlights					
Colorado West Jeeps		Highlights					
Mountain Trip		Highlights					
Moxie Mountain Guides	1.26.23	Highlights, IG, FB, TT	5071	1586	251	71 views on Youtube	
Ouray County Historical Museum	6.1.23	IG, TT, FB					

ART							
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY	
Mountain Dog Arts	9.12.22	Highlights, IG, FB, TT	9,289	8,282	100	TT = TikTok	
The Wright Opera House	10.4.22	Highlights, IG, FB	5,472	1,632		IG= Instagram	
	5.3.23	IG, FB	3,010	3,290			
Ouray Glassart and Pottery	8.8.18	Highlights, IG, FB, TT	13,700	2,044	81	FB= Facebook	
Mike Simpson's Gallery & Studio	11.14.22	Highlights, IG, FB, TT	8,163	1245	343		
Eric Elison @The Wright	3.17.23	Highlights, IG, FB, TT	6030	2396	256	*Results are after 7 days	
Sam Murch Photography	5.3.23	IG, FB					
Wedding Collective Group	5.15.23	Localhood, IG, FB, TT	10.1K	3058	1049		

LODGING						
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY
Box Canyon	11.3.22	Highlights Visit Colorado Takeover	135 K	192 shares	79.1 K	TT = TikTok
Imogene Hotel		Highlights				IG= Instagram
Ouray Riverside Resort		Highlights				FB= Facebook
	1.25.23	IG via @IceClimbing	19K			YT= YouTube
	2.3.23	IG via @IceClimbing FB				
	4.26.23	IG, TT, FB				
Wiesbaden	11.3.22	Highlights Visit Colorado Takeover	135 K	192 shares	79.1 K	
	11.17.22	TT, IG, FB	19.8K	1,889	818	
	12.20.22	TT, IG, FB	17K	2,549	653	
	4.7.23	IG, FB	10,934	16,544		
Twin Peaks Lodge	9.8.22	Highlights, IG, FB, TT	11,611	4,848	385	*Results are after 7 days
	11.3.22	Highlights Visit Colorado Takeover	135 K	192 shares	79.1 K	
	4.12.22	IG, FB	5,866	1990		
	5.18.23	IG	16.7K			
	5.19.23	IG	19.4K			
Hotel Ouray		Highlights				
Alpily Inn		Highlights				
Beaumont Hotel & Spa		Highlights				
China Clipper Inn		Highlights				
River Run Cabins		Highlights				
	2.23.23	Highlights, IG, FB, TT, YT	10,300	2,674	1109	
Timber Ridge Lodge		Highlights				
San Juan Chalet		Highlights				
4J+1+1 RV Park & Campground		Highlights				
Ouray Main Street Inn		Highlights				
Hot Springs Inn		Highlights				
St. Elmo Hotel	12.14.22	Highlights, IG, FB, TT	10,701	11,605	305	

RESTAURANTS						
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY
Ouray Brewery		Highlights				TT = TikTok
	5.19.23	IG, FB, TT	10.7K	4068	767	
Goldbelt		Highlights				IG= Instagram
Sauvage Spectrum	11.18.22	Highlights, IG, TT, FB	6,052	711	170	FB= Facebook
Kamis Samis		Highlights				
Bon Ton		Highlights				*Results are after 7 days
		IG, FB, TT	24.8K	6751	4269	
Mojo's		Highlights				
	4.25.23	IG, FB	4744	25165		
Thai Chili		Highlights				
The Outlaw		Highlights				
Timber Line Deli		Highlights				
Ouray Cafe & Steakhouse		Highlights				
Imogene Hotel and Rooftop Bar		Highlights				
Brickhouse 737		Highlights				
Ouray Meat and Cheese	10.17.22	Highlights, IG, TT, FB	13,781	2,113	287	
	5.28.23	IG, FB	4,150	23,155		
Ouray Liquors		Highlights				
Maggies Kitchen		Highlights				
Artisan Bakery & Cafe		Highlights				
	2.10.23	IG, TT, FB, YT	8,146	1,256	728	
The Gray Upstairs Tavern	11.7.22	Highlights, IG, TT, FB	11,900	3,289	813	
Brown Chicken Brown Cow Icecream	11.7.22	Highlights				
Ouray Cafe and Steakhouse	2.24.23	IG, TT, FB	8,375	1,930	889	
The Brickhouse	3.15.23	IG	14,100			
Ouray Ice House Coffee Shop	3.20.23	IG, TT,	6471	2859	335	
The Mineshaft Ouray	5.1.23	IG, FB	8862	5974		

HEALTH							
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY	
Elevate Day Spa		Highlights				TT = TikTok	
Salon Envy		Highlights				IG= Instagram	
Wiesbaden Hot Springs		Highlights				FB= Facebook	
Ouray Hot Springs Pool	11.3.22	Highlights Visit Colorado Takeover	135 K	192 shares	79.1 K		
Skin Alchemy	4.6.23	Highlights, IG, TT, FB	5907	1086	340	*Results are after 7 days	

IN THE MEDIA						
NAME	DATE	LOCATION	LINK	AUDIENCE	MENTIONS	HOST
Spring is the Best Time to Fall for the State's Scenic Beauty	4.28.23	Thirst Magazine	https://issuu.com/pubhouse/docs/thirst_mayjun23_web	75,000 readers Earned media (we didn't pay anything)	Box Cañon Falls	Visit Ouray submitting photos
10 Unexplored Hill Towns	5.2.23	Wion	https://www.wionews.com/web-stories/world/americas/10-unexplored-hill-stations-in-usa-1683008106462		Ouray	
"Unpopular Opinion: Travel Dupes Exist."	5.4.23	Cosmopolitan	https://pdfs.s3.amazonaws.com/live/pdf/20230503/2312361222541120111_36337.pdf	Cosmo has a readership of 2.2M impressions and a media value of \$341.702.	Alpine Lodge, Mouse's Chocolates	Was a FAM Tour, Kristy Alpert
Colorado's Newest Summer Destination - The Western Hotel & Spa Now Open	5.4.23	Luxery Travel Magazine	https://www.luxurytravelmagazine.com/news-articles/colorados-newest-summer-destination-the-western-hotel-spa-now-open		The Western Hotel	
Five Classic Colorado Road Trips To Take This Year	5.8.23	AFAR	https://www.afar.com/magazine/best-colorado-road-trips-to-take	AFAR has a readership of 995,000 and this article has a	The Western Hotel, Hot Springs	
11 Cutest Small Towns In Colorado	5.12.23	World Atlas	https://www.worldatlas.com/cities/11-cutest-small-towns-in-colorado.html		Ouray Ice Park, Box Cañon Falls	
Enjoy Perfect Summer Weather in These High Altitude Towns	5.15.23	Budget Travel	https://www.budgettravel.com/article/enjoy-perfect-summer-weather-in-these-high-altitude-towns	This story has a readership of 73,975. The media value seems low, but Cision notes it is \$139.	Gold Mountain Via, The Western, Sauvage Spectrum	
10 Best Small Towns In Colorado For A Perfect Summer Vacation	5.21.23	The Travel	https://www.thetravel.com/best-small-towns-in-colorado-for-summer-vacation/		Museums, festivals	
MORE Colorado TINY: 12 TINY Towns in Colorado You Need to See	5.26.23	AirBNB	https://retro1025.com/2-tiny-homes-festivals-coming-to-northern-colorado-in-summer-of-2023/		Perimeter Trail, Hot Springs, Million Dollar Highway, Via Ferrata, Ice Park	
19 BEST ROAD TRIPS IN THE US IN 2023	5.29.23	The Planet D	https://theplanetd.com/best-road-trips-in-the-us/		Million Dollar Highway	
The Most Epic Resort Campground In Colorado Is An Outdoor Playground With A Riverfront Cabins, An RV Park, A Restaurant, A Hot Tub, And More	5.29.23	Only In Your State	https://www.onlyinyourstate.com/colorado/epic-resort-campground-ouray-co/		Ouray Riverside Resort	
A 132-year-old hotel just became	6.1.23	The Denver Post	https://www.denverpost.com/2023/06/01/western-hotel-spa-ouray-open-colorado/		The Western Hotel	
Colorado's Imogene Pass Run Turns 50 This Year. Here's How It Was Accidentally Founded.	6.1.23	Outside	https://www.trailrunnermag.com/races/imogene-pass-run-turns-50/		Imogene Pass Run	

Visitor Center

- The Visitor Center changed from winter to summer hours on May 14th. We are now open from 9am - 4pm
- Lead CSA trained 2 returning volunteers, 1 returning part-timer and 1 new part-timer
- Updated Operating Procedures for training of new staff
- Installed 3 new Ipads to Visitor Center for guests to reference the VisitOuray website and to fill out the Visitor Center survey
- Reconfigured the Visitor Center by moving the mining display downstairs, adding new exhibits and returning the Ridgway Ranch museum display to Ridgway
- Finished the Delilah Love Campaign 1 at a time project
- Redid restaurant guides to reflect new restaurant/bar offerings and changing hours. Distributed to interested businesses
- Purchased and added new inventory to the Gift Shop
- Put ad in the Plaindealer to recruit new volunteers
- Maintained and updated events page in the VisitOuray website
- Restocked new brochures and visitor guides, recycling old material
- Continued to respond to emails from the general email address and requests for mailing of information
- There was a significant increase in visitation in the month of May. Total visitation to the Visitor Center through May 31st was as follows - In-house Visitors = 2,445; phone inquiries = 191; for a total of 2,636 guests helped, We had 7 requests for mailed literature
- Total sales for the month were \$1,997.71

Visit Ouray

Media:

- Thirst Colorado Box Cañon Falls story
- Thirst Colorado, request for summer photos for a July/August story
- Hosted writer Joe Kanzangu (New York) Thank you to: The Western Hotel and Mountain Trip (See FAM, Influencer, Content Creators document for more information)
- Hosted Tour Operators/ Writers Lee Atkinson and Bill McKinnon (Australia) Thank you to: St. Elmo Hotel
- Hosted IPW Tour Operator/ Itinerary Builders Esther Kalt and Dominik Sanchez (Switzerland) Thank you to: Twin Peaks Lodge and Hot Springs
- Travel Guide printed proof #1 received
- Travel Guide online proof sent to proofers
- Travel Guide sent in for second proof, received, and reviewed
- Denver 7 - Box Cañon Falls interview
- Denver 7 - Ways to Climb in Ouray
 - Basecamp Ouray
 - Canyoning Colorado
 - Mountain Trip
 - San Juan Mountain Guides
- Delilah Love - One Wish at a Time (See FAM, Influencer, Content Creator PDF) Huge thank you to Twin Peaks Lodge and Hot Springs, Box Canyon Lodge and Hot Springs, Wiesbaden Hot Springs Spa & Lodgings, Mouse's Chocolates, O'Toys, Ouray Hot Springs, Dexter Dog, and John Hart.

Thirst Colorado Magazine

SPRING IS THE BEST TIME TO FALL FOR THE STATE'S SCENIC BEAUTY

By Jay McKinney

From the heights of Mount Elbert to the lowest elevation in the state, water in Colorado has a long way to go. Despite the state's reputation as a scenic playground, about 70 percent of the state's water is used for agriculture. Because of agricultural runoff, Colorado has no shortage of beautiful waterfalls and each one presents a special beauty. From adrenaline seekers to roadside pull-offs, here are eight waterfalls to check out during the spring and early summer.

BOX CAÑON FALLS
Located in the beautiful town of Ouray, Box Cañon Falls is one of the most beautiful waterfalls to visit. There are three main trails in the park, allowing visitors to see the falls from above and below. A thousand of gallons per minute pour into the narrow canyon. The falls trail is an easy, mostly flat walk into the canyon while the high bridge trail is more strenuous with its trail mile top that gains 200 feet in elevation. Those who choose the latter will be rewarded with stunning views of Ouray and the waterfall itself. The area is also declared an important bird habitat by the Audubon Society for its population of black swallows that migrate from Brazil in June and inhabit the area for the summer months.

ADRENALINE FALLS
Adrenaline Falls is off the beaten path, and it helps to have a guide or professional climber to lead it. The waterfall is located in a remote, unpopulated area outside of Ouray and requires a short and steep hike off of the main trail. The waterfall is one of the most beautiful in the state. Once there, visitors can often enjoy the 18-foot waterfall. It's also a popular destination for off-roading, but the steep walk on either side of the waterfall and the deep pool that lies beneath. Those who don't wish to climb can still enjoy the refreshing mountain water.

HELEN HUNT FALLS
A scenic and easily accessible waterfall just west of Colorado Springs in North Cheyenne Canyon Park, Helen Hunt Falls is best viewed in the spring and early summer. Unlike the nearby Green Falls, which is the main waterfall attraction in Colorado Springs, this waterfall is less than a mile from the parking area. For those interested in a short hike, it is possible to see the parking area but those interested in a short hike can still see the waterfall. After the short one-mile hike, there are some parking areas for those who want to see the waterfall. From Memorial Day weekend through Labor Day, a water cooler is available at the base of the falls that has water, lemons and a gift shop.

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Visit Ouray

Social Media:

- Utilizing Crowdriff's Collector for photo dumping
- Localhood stories created:
 - Created a "Best Reasons to Get Married in Ouray, Colorado" Localhood story
 - Localhood reported that Visit Ouray made #10 on Top 10 Best Performing stories of all their customers
- Facebook Insights for Last 28 Days | 617,862 page reaches
- Instagram Insights for Last 28 Days | 37,516 reaches

- Showcased many businesses:

- Aubrey Beth Photography
 - Elevation Weddings & Events
 - The Wright Opera House
 - The Western Hotel
 - St. Elmo
 - Ouray International Film Festival
 - Ouray Via Ferrata
 - High Country Leathers
 - Mike Simpson's Art
 - Thai Chili
 - Basecamp Ouray
 - The Beaumont Hotel
 - Twin Peaks Lodge and Hot Springs
 - O'Toys
 - Ouray Brewery
 - The Bon Ton
 - Ouray Meat and Cheese
 - May business spot lights/ posts
- You can see the results on the "Businesses Advertised" document



Visit Ouray

Google Ad Account:

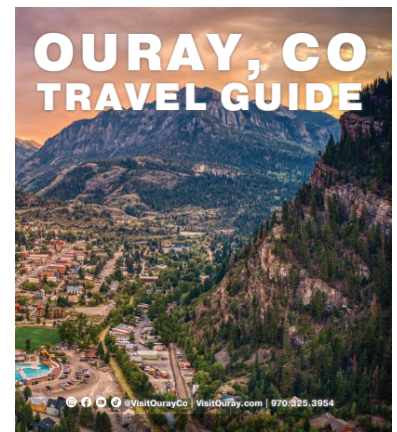
- Created a Get Married in Ouray, Colorado campaign
 - Basecamp Ouray mentioned he received two inquirers for an adventure elopement
 - Google Analytics showed a 600% increase in page visits for "Get Married in Ouray"

Newsletters:

- 5/1/23 Visit & Local Newsletter
- See results and mentions in attached document "Business's Advertised"
- 6/1/23 Visit & Local Newsletter
- Sign up for local newsletter at TinyURL.com/OurayTourismNews

Travel Guide:

- Sent off final document 06-01-23
- Should have in hands, ready to distribute mid-June
- Will be available to pick up at the visitor center
- Will selectively distribute to surrounding towns



Wayfinding & Branding:

- There will be a meeting at the end of June for the public will be invited to attend for a final design vote
- There will be a branding meeting at the end of June

Website:

- Updated the wedding page
- Updated homepage to summer banner
- Updated Box Cañon Falls Park page
- Added Localhood stories across website
- Pop-up ad for hwy 550 closure
- Added Hotjar to our website for tracking
- Updated Via Ferrata page with rules and regulations
- Added "sign up for our newsletter" pop-up

Visit Ouray

Do Ouray Right Materials:

- Trifold designed and approved by the Colorado Tourism Office
- Poster designed and approved by the CTO
- Pop-up tent designed and approved by the CTO
- Pop-up tent purchased
- Table cloth designed and approved by the CTO
- Table cloth purchased
- Trash bin cover designed and approved by the CTO
- Trash bin cover purchased
- T-shirt designed and approved by the CTO
- Purchased chairs, water jug, dog poop bags, and sun screen



Meetings:

5.3.23 Was a guest speaker for the Destination Development Committee through the Colorado Tourism Office

5.8.23 ORRCA Stakeholder Meeting

5.9.23 Destination Blueprint Program

- Visit Ouray showcased as a case study during the Destination Blueprint webinar (VERBAL)
- Submitted a Letter of Intent for Destinations Blueprint Program

5.10.23 AI Talk

5.14.23 Dynamic Augmented Solutions App update

5.13.23 Discussion with Visit Aurora about travel trends

5.17.23 Tourism Advisory Committee Meeting

5.24.23 Six Basin's Meet and Greet

5.25.23 Ouray Love the Loop Campaign

5.25.23 Attended the Wedding Collective Meeting

5.26.23 Interview for The Daily Yonder magazine (40,000 readers)

Working with the Love the Loop campaign for the historical hot springs loop

- Found a local spokesperson to represent Ouray and all our hot springs properties

Gathered data and stats from different towns across Colorado for lodgers reporting

Visit Ouray

Business Assistance (1-Hour Consultations):


- Mountain Fever Shirts and Gifts | Social Media Tips
- Ouray Brewery | Social Media Tips, Business Spotlights
- San Juan Choral Festival | Where/ how to advertise
- Peak Luxury Transport | Social media assistance, business spotlight, website information
- The Closet Potter | Social Media Tips, Business Spotlights, event highlights
- Altitude Adventures | Google Analytic set up, social media, advice on paid advertising
- Twin Peaks Lodge and Hot Springs | Ran through Business Tips and Tools slides
- Monroe Group | Ran through Business Tips and Tools slides, Business Spotlights

Kids Scavenger Hunt:

- Looking to have this up by mid-June
- Goal is to bring people into businesses on and around Main Street
- Demographic are families with kids, young children that can't do many activities yet, and something to do during bad weather.
- Businesses that are participating:
 - Ouray County Historical Museum
 - Sock Mine
 - Ouray Mountain Sports
 - O'Toys
 - Gator Emporium
 - Mouse's Chocolates
 - Kristophers
 - Little Bucket of Flowers
 - Mountain Fever
 - San Juan Mountain Guides
 - Public Library
 - Ouray Adventure Center
 - Bonus/ Replacement points: If you locate and take a photo with the Elk sculpture, Big Horn Sheep Sculpture, and/ or the miner sculpture.

FAM TOURS											Comped	Notes
Name	Business	Type of Media	Pitch	Publication(s)	Date(s) Here	Activities	Lodging	Food Recommendations	Link to story	Homeland		
Joe Kanzangu	Muck Rack	Black adventure freelance writer	exploring a story about backcountry gear and progression with Mountain Trip for a story for Huckberry	Huckberry, Joe also writes for InsideHook, SFGate, The Guardian and more	April 30 - May 1	Mountain Trip, BC Skiing, and Via Ferrata	The Western Hotel	Ouray Brewery, Kami's Samis, Brickhouse 737, Full Tilt, Thai Chili, The Outlaw, Goldbelt		New York		
Lee Atkinson	Ultimate Road Trips of	Writer, Itinerary Builder	confirmed commissions from	Ultimate Road Trips of the Wo	May 2	Hiking, BCF, Ouray Hot Springs	St. Elmo	Ouray Brewery		Australia		
Bill McKinnon	Ultimate Road Trips of	Writer, Itinerary Builder	confirmed commissions from	Ultimate Road Trips of the Wo	May 2	Hiking, BCF, Ouray Hot Springs	St. Elmo	Ouray Brewery		Australia		
Esther Kalt	Travelhouse	IPW Tour Operator/ Itinerary Builder	We are reaching out with a	Switzerland Markets	May 16	Hiking, BCF	Twin Peaks Lodge	Ouray Brewery, Brickhouse 737		Switzerland		Dear Kailey, Thank you very much for giving us the opportunity to get to know Ouray. After lunch at the Ouray brewery, we enjoyed hiking the Perimeter Trail and visiting Box Cañon Falls Park. It was a beautiful afternoon and we felt a bit like at home (in Switzerland). After a great dinner at Brickhouse 737, we spent some time in the pools of our hotel. Thank you for everything. Ouray will be part of our next itinerary for our clients.
Dominik Sanchez	Travelhouse	IPW Tour Operator/ Itinerary Builder	We are reaching out with a	Switzerland Markets	May 16	Hiking, BCF	Twin Peaks Lodge	Ouray Brewery, Brickhouse 738		Switzerland		

\$288.70 Spend all time

 Impressions


2.67K

How often your ads were shown

 Clicks


229

Actions on your ads

 Calls


7

Calls to your business

 Conversions

0

Actions on your website from ads

 Location actions

[Get Started](#)

Actions showing intent to visit

How often your ads are shown

An impression is counted every time your ad is shown. The more impressions you have, the more likely you are to get clicks on your ad.

Impressions build brand awareness, which helps people recognize and recall your business.

You're not charged for impressions. [Learn more](#)

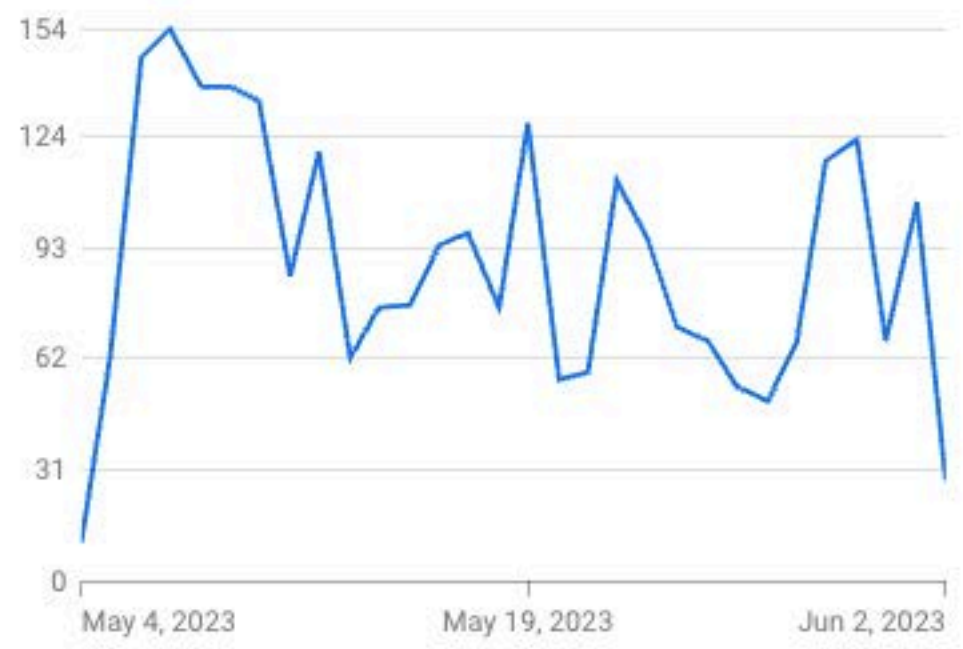
Impression details

Insights on how your ads are reaching people.

-  **2.44K** times on mobile devices

- 678** times to people ages 25-34

2,669 Impressions



Performance Summary

Last updated at: May 29, 2023

Data filters:

Apr 30, 2023 - May 29, 2023

Story Engagement | Which sources are driving traffic?

[View More on Stories →](#)

Story Views

5,166

↓ -3.1%

Total number of times someone opened a Story to view in full screen.

Click Through Rate (CTR)

4.94%

↑ 57.5%

Average CTR of Visit Website and Learn More clicks.

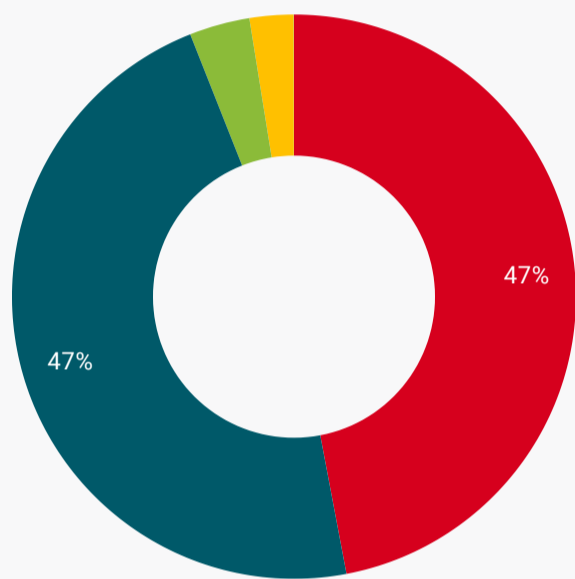
Completion Rate

62%

↓ -1.2%

Average completion rate on all Stories. A completion is counted when all pages in the Story are viewed.

AZ | ✖ | ⋮



Story Views by Source

- Search**
Views from Google search results
- Localhood**
Views from Localhood galleries
- Other**
Views from other search engines or social channels
- Direct**
Views from direct URL or Instagram
- Social**
Views from Facebook

Google Performance | How are Stories performing in Google Discover and search results?

[View More on Search →](#)

Google Impressions

23,455

↓ -47.8%

Number of times your Stories appeared in Google Discover and search results

Google Clicks

31

↓ -90.8%

Average CTR from views originating in Google Discover and search results

Google CTR

0.13%

↓ -82.4%

Average interaction rate on Stories viewed from search.

Gallery Engagement | How are Stories performing in Localhood galleries?

[View More on Galleries →](#)

Gallery Impressions

80

↓ -96.2%

Number of times your Stories appeared in Localhood galleries

Gallery CTR

8.18%

↓ -40.2%

Average CTR from views originating in Localhood galleries

Gallery Interaction Rate

66.13%

↓ -3.1%

Average interaction rate on Stories viewed from Localhood galleries



Data filters:

Apr 30, 2023 - May 29, 2023

Story Title

Google Performance Overview

Google Impressions

23,455

↓ -47.8%

Discover Impressions

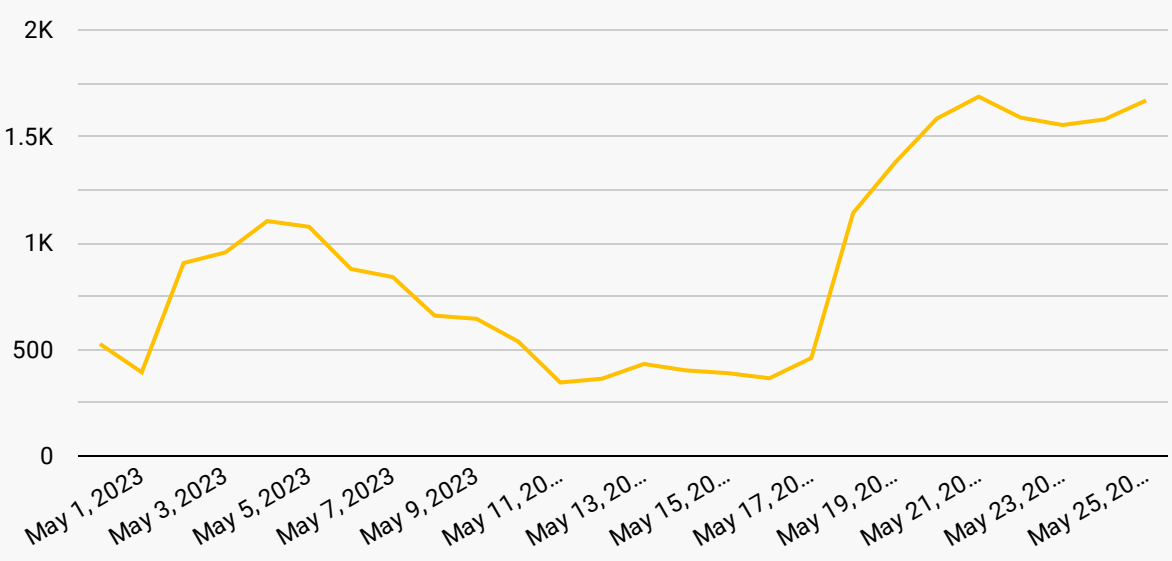
196.0

Search Impressions

23.3K

Number of times your Stories appeared in Google Discover or in Google search results

Google Impressions by Day



Google CTR

0.13%

↓ -82.4%

Discovery CTR

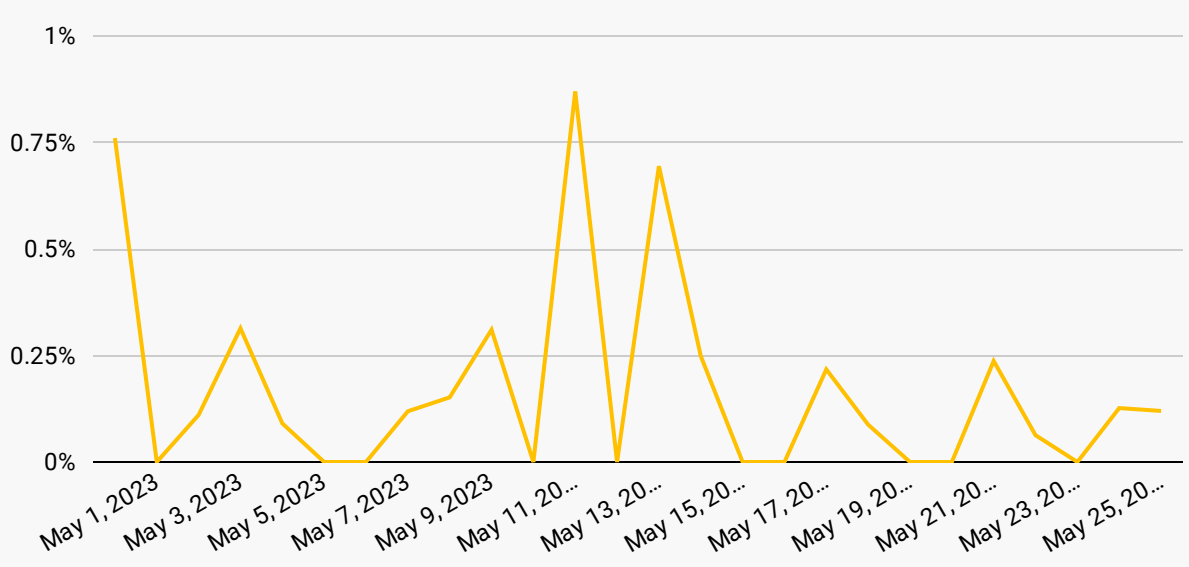
1.02%

Search CTR

0.12%

Average CTR from views originating from Google Discover or Google search results

Google CTR by Day



Top Search Queries | What search queries do your stories show up for?

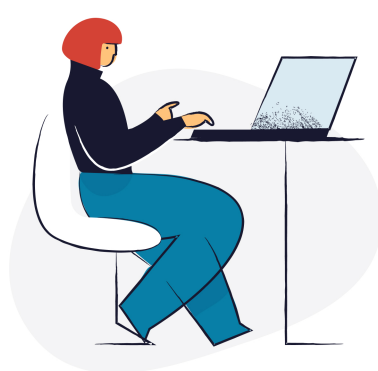
search_query	Google Impressions	Google CTR
hot springs	15,134	0.14%
hot spring	1,693	0.06%
hotsprings	802	0.5%
hot sorings	399	0%
hot speings	201	0%
hot aprings	124	0%
hotspring	122	0%
hit springs	92	0%
hot.springs	85	0%
hot springa	78	0%

1 - 10 / 761

Stories in Google Results | Which stories showed up most often?

Story	Google Impressions	Google CTR
Ouray, Colorado's Hot Springs Locations	20,657	0.13%
Best Reasons to Get Married in Ouray, Colorado	1,837	0%
Fun Summer Adventures in Ouray, Colorado	356	0.56%
Budget Friendly Things To Do In Ouray, Colorado	268	0%
Don't Miss These Unique Things In Ouray, Colorado	209	0.96%
The Historic St. Elmo Hotel in Ouray, Colorado	55	0%
10 Free Things To Do In Ouray, Colorado	37	0%
2-Day Winter Itinerary for Ouray, Colorado	20	0%
2-Day Spring Itinerary for a Historical View of Ouray, Colorado	16	0%

1 - 9 / 9



Data filters:

Apr 30, 2023 - May 29, 2023

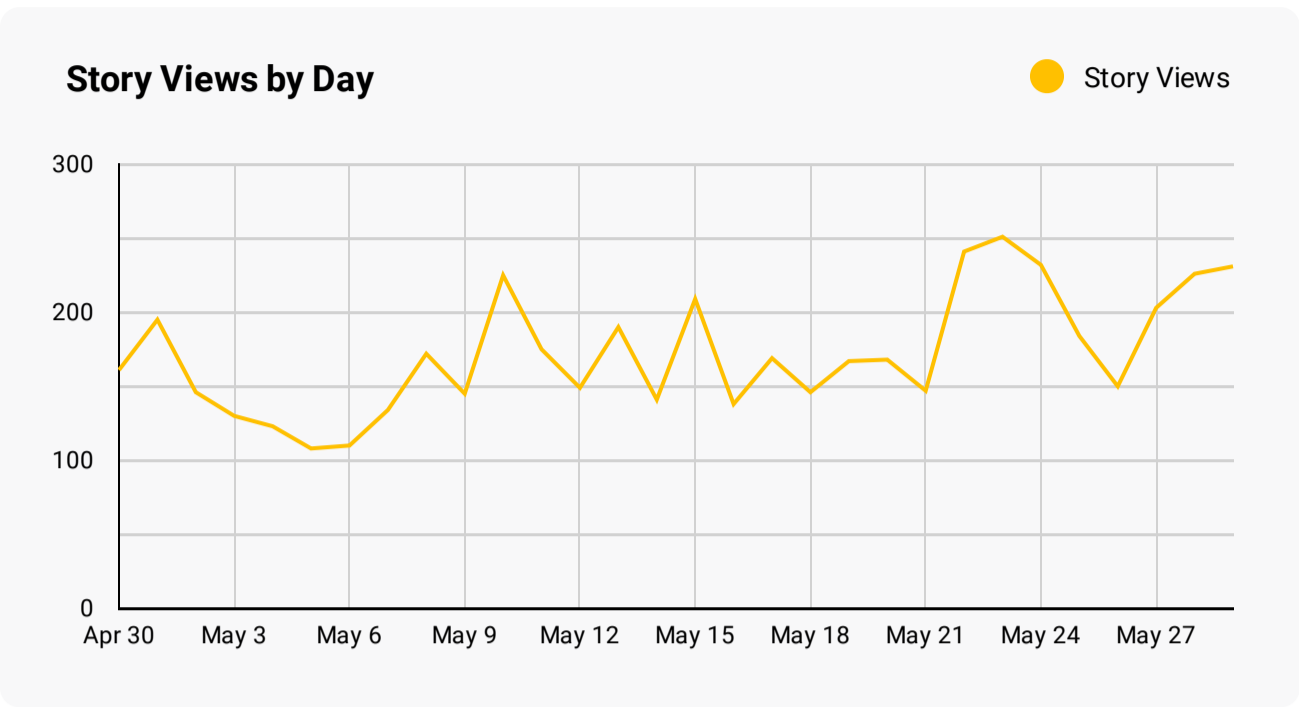
Story Title

Engagement Overview

Total Story Views
5,166
↓ -3.1%

Story Views from Search
130
↓ -74.7%

Story Views from Galleries
2,427
↓ -7.6%



Number of times someone opened a Story to view in full screen. Story Views from Search come from Google search results. Story Views from Galleries come from Localhood galleries.

Completion Rate
61.7%
↓ -1.2%

Total Completions
3.2K

Average completion rate on all Stories. A Story is complete when all pages are viewed.

Interaction Rate
74.9%
↑ 1.8%

Total Interactions
3.9K

Average interaction rate on all Stories. Interactions include swipe ups, Story completions, and sessions where someone spends 5 seconds on a single page and taps to the next page.

Click Through Rate (CTR)
4.94%
↑ 57.5%

Visit Website Clicks: **90.0**
Learn More Clicks: **165.0**

Average CTR of Visit Website and Learn More clicks on all Stories.

Engagement Breakdown by Story

Cover Image	Story	Published	Views	Interactions	Interaction Rate	Total Clicks	CTR	Completion Rate
	Fun Summer Adventures in Ouray, Colorado	May 2023	1,218	907	74.47%	80	6.57%	56.08%
	10 Free Things To Do In Ouray, Colorado	Mar 2023	1,137	1,009	88.74%	64	5.63%	75.37%
	2-Day Spring Itinerary for a Historical View of Ouray, Colorado	Apr 2023	866	640	73.9%	41	4.73%	62.7%
	Best Reasons to Get Married in Ouray, Colorado	May 2023	765	405	52.94%	36	4.71%	40%
	Ouray, Colorado's Hot Springs Locations	Mar 2023	390	305	78.21%	21	5.38%	66.92%



Galleries

Last updated at: May 29, 2023

Data filters:

Apr 30, 2023 - May 29, 2023

Gallery Overview | How your Stories are performing in Localhood galleries

Story Impressions from Galleries

80

↓ -96.2%

Number of times your Stories have appeared in Localhood galleries.

Story Views from Galleries

10

↓ -97.8%

Number of views originating from a Localhood gallery

Gallery CTR

8.18%

↓ -40.2%

Average CTR from views originating from Localhood galleries

Breakdown by Gallery

Gallery Name	Gallery Impressions ▾	Gallery Views	Gallery CTR
Visit Ouray Website	3,260	840	25.77%

1 - 1 / 1 < >



Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name EL RENO INC		Doing Business As Name (DBA) MI MEXICO FAMILY MEXICAN RESTAURNT	
Liquor License # 03-15039	License Type Hotel & Restaurant (city)		
Sales Tax License Number 94838787	Expiration Date 07/21/23	Due Date	
Business Address 118 7TH AVENUE DuraY CO 81427			Phone Number 720-261-0922
Mailing Address 1410 Bellaive Drive Colorado Springs CO 80909		Email erikaKaiser1@msn.com	
Operating Manager Mawel Guiron G. ...	Date of Birth	Home Address ... Junction CO 8100...	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input checked="" 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

**OUTLAW RESTAURANT
 PO BOX 1227
 Ouray CO 81427-1227**

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.

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name OUTLAW TRADITION LLC		Doing Business As Name (DBA) OUTLAW RESTAURANT	
Liquor License # 42-70517-0000	License Type Hotel & Restaurant (city)		
Sales Tax License Number 42705170000	Expiration Date 07/16/2023	Due Date 06/01/2023	
Business Address 610 MAIN ST Ouray CO 81427-9903		Phone Number 9703182381	
Mailing Address PO BOX 1227 Ouray CO 81427-1227		Email alisonchoate@yahoo.com	
Operating Manager Alison Choate	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 checked="" type="checkbox"/> Yes <input 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			

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 550.00

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

Submit to Local Licensing Authority

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name IMOGENE FB LLC		Doing Business As Name (DBA)	
Liquor License # 03-13336	License Type Tavern (city)		
Sales Tax License Number 94375323	Expiration Date	Due Date	
Business Address 740 Main Street, Duray, Co, 81427			Phone Number 303-330-6763
Mailing Address P.O. Box 1116, Duray, Co, 81427		Email Fulltiltsalooncolorado@gmail.com	
Operating Manager Jeremiah Tilton	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 type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 5/12/2028			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

DR 8177 (06/10/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Report of Changes

Corporation, Limited Liability Company and Partnership Liquor and Fermented Malt Beverage Licenses

LLC/Partnership

Corporation See Instructions and Fee Schedule on Page 2

1. Corporate/LLC Partnership Name <i>IMMOBIL FB LLC</i>		2. State Tax Account Number <i>9437 3323003 565</i>		3. State Liquor License Number	
4. Trade Name				5. Telephone Number <i>720 737 8455</i>	
6. Address of Licensed Premises <i>740 MAIN STREET</i>		City <i>ORAY</i>	State <i>CO</i>	ZIP <i>81427</i>	
7. Mailing Address if different than above <i>PO BOX 1116</i>		City <i>ORAY</i>	State <i>CO</i>	ZIP <i>81427</i>	

8. LIST ALL officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner MUST FILL OUT a DR 8404-I (Individual History Record).

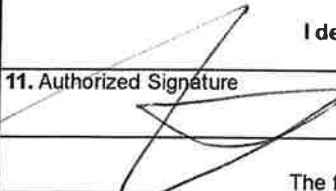
Position Held	Names	Home Address	DOB	Replaces
OWNER	<i>JEREMIAH TIGON</i>			<i>STUART GILLESPIE</i>
OWNER	<i>CRYSTA ORR</i>			

9. LIST ALL 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed Must Fill out a DR 8404-I (Individual History Record)

Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Home Address	DOB	Replaces
<i>JEREMIAH TIGON</i>				
<i>CRYSTA ORR</i>				

10. Registered Agent <i>JEREMIAH TIGON</i>	Address For Service <i>740 MAIN STREET ORAY CO 81427</i>
---	---

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

11. Authorized Signature 	Title <i>Owner</i>	Date <i>5/11/23</i>
--	-----------------------	------------------------

Report of Local Licensing Authority
The foregoing changes have been received and examined by the Local Licensing Authority.

12. Local Licensing Authority For		<input type="checkbox"/> County
		<input type="checkbox"/> Town/City
Signature	Title	Date
Attest		Date

Do Not Write In This Space - For Department of Revenue Use Only
Liability Information

License Account Number	Period	Cash Fund	Total

**CITY OF OURAY OPERATION AND
MANAGEMENT OF BATHROOM FACILITY**

THIS AGREEMENT is made and entered into this 17th day of May, 2021, by and between: the City of Ouray, a Colorado home rule municipal corporation (City); and Ouray Ice Park, Inc., a Colorado not for profit corporation with its principal place of business located at 280 County Rd 361, Ouray, Colorado, 81427 (OIPI), and Friends of Ouray Via Ferrata, a Colorado not for profit corporation with its principal place of business located at 735 Main Street, Unit B, Ouray, Colorado 81427 (FOVF).

WHEREAS, the City is the owners of the Ouray Ice Park and Ouray Via Ferrata and both recreation areas are managed by OIPI and FOVF, under separate management agreements with the City, dated June 1, 2018 and April 20, 2020, respectively, and those agreements are incorporated herein by reference;

WHEREAS, in addition to the agreements incorporated herein by reference in the paragraph above, OIPI and FOVF entered a separate agreement with the City to construct a shared bathroom (New Bathroom) on City property for use by OIPI and FOVF under the management agreements and the general public;

WHEREAS, the New Bathroom constructed by OIPI and FOVF will replace the current bathroom which will be removed by OIPI at their sole expense;

WHEREAS, OIPI and FOVF agree that the City shall have no responsibility for operation and maintenance of the New Bathroom except for a supply donation;

WHEREAS, to open the New Bathroom, OIPI and FOVF must provide an operation and maintenance plan which ensures public safety, adequate sanitation, a cleaning schedule, and adequate access to bathroom supplies.

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

1. Management and Operation of New Restroom. OIPI and FOVF agree they shall cooperatively operate and maintain the New Restroom and the City shall have no responsibility for operation or management of New bathroom, except that the City shall supply the toilet paper reasonably necessary to provide an adequate supply to any restroom users.

2. Operation and Management Plan. Prior to opening the New Bathroom for operation, OIPI and FOVF shall submit an operation plan which includes at a minimum, who is responsible for the following:
 - a. a year-round cleaning schedule, approved by the City Administrator, thirty (30) days prior to an occupancy permit issuing;
 - b. adequate pumping schedule, including who is responsible, all year;
 - c. maintenance plan to provide for upkeep of the New Bathroom;
 - d. damage deterrence plan, i.e. mats on the floor to protect against crampon damage, for instance;
 - e. supply stocking schedule, including ensuring adequate toilet paper is available;
 - f. contact information for whom to contact if an issue arises; and
 - g. a winter access plan which includes adequate shoveling for access.
3. Public Access to Restroom Facilities. OIPI and FOVF agree to allow public access to its restroom facilities during its normal business hours to all who enter the City property in need of a restroom facility.
4. Condition of New Restroom. OIPI and FOVF acknowledges that the New Restroom shall be managed and operated in a reasonably safe manner and not to create an obvious health or safety risk to any person using such facilities.
3. Materials Provided by the City. In consideration of OIPI and FOVF, jointly operating and managing the New Restroom, the City agrees to provide the reasonably sufficient supplies of toilet paper per day during the normal hours of operation. The City shall bear the cost of the toilet paper.
4. Liability. OIPI and FOVF shall bear any responsibility for any liability or loss against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with operation and management of the New Bathroom to the public, the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions, arising in any way out of the performance of this Agreement.

4. Indemnity. OIPI and FOVF shall indemnify City against all liability or loss, and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the contract or by conditions created thereby, or based on any violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions.
5. Term of Agreement. The term of this agreement shall begin on the effective date above and continue until the New Bathroom is no longer in use, the Agreement is terminated by either party on thirty (30) day notice with or without cause, or a certificate of occupancy is not granted by the City.
6. City Representative. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for interpretations, changes, clarifications, or instructions about this agreement shall be directed to the City representative.
7. Insurance. OIPI and FOVF shall maintain insurance on the New Restroom in the liability insurance policies held by each entity under their respective management agreements.
8. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Ouray County, Colorado.
9. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.
10. Third Parties. There are no intended third-party beneficiaries to this Agreement.
11. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

12. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
13. Modification. This Agreement may only be modified upon written agreement of the Parties.
14. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.
15. Governmental Immunity. The City and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers, attorneys, or employees.
16. Joint and Several Liability. OIPI and FOVF accept joint and several liability under this Agreement, and OIPI and FOVF each agree to be primarily and directly liable under this Agreement.

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

CITY OF OURAY

OIPI

Greg Nelson, Mayor

Peter O'Neil, President

ATTEST:

FOVF

Melissa Drake, City Clerk

Mark Iuppenlatz, President



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-

by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

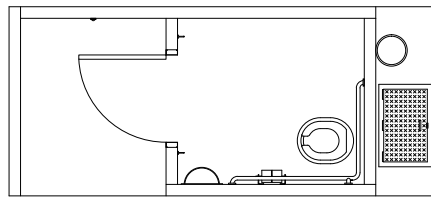
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

ROCKY MOUNTAIN – 6' 6" x 14' 8"

Rocky Mountain is a single vault style restroom. Standard features include polyethylene lined concrete vault, simulated board and batt upper and rock lower textured walls, simulated cedar shake textured roof, off loaded and set up at site.



CXT
800.696.5766
cxtinc.com

		Price Per Unit	
Base Price		\$	\$
Added Cost Options		Click to Select	
Earth Work (includes excavation, backfill and cleanup)		\$	
Custom Wall Texture		\$	
Optional Roof Texture	Ribbed Metal	\$	
Insulated Roof Panel		\$	
Room Wastebasket		\$	
Stainless Steel Riser		\$	
Hand Sanitizer Dispenser		\$	
Baby Changing Table		\$	
Fiberglass Doors		\$	
Owl Guard		\$	
Marine Package (excluding fiberglass doors and frames, and front window frames)		\$	
Solar Light Kit		\$	
Solar Fan Kit		\$	
Rain Vent Cap		\$	
Timed Lock System		\$	
Total for Added Cost Options:		\$	
Custom Options:			\$
Engineering and State Fees:		\$	
Estimated One-Way Transportation Costs to Site (quote):		\$	
Estimated Tax:		\$	
Total Cost per Unit Placed at Job Site:		\$	

Estimated monthly payment on 5 year lease

Other Options

One Color:	Two-Tone Color:	Top Section:	Bottom Section:	Rock Color:
	Walls			
	Roof	Floor Plan:	Toilet Paper Holder:	
Deadbolt Lock:	Privacy Latch ADA Handle:			
Signage:	Wall Vent Location: (upon entering door)			
Men Women Unisex Accessible	Right Side	Left Side	Rear	Door

*Building includes restroom signs in Braille and roman lettering.
Notes:



This price quote is good for 60 days from date below, and is accurate and complete.	I accept this quote. Please process this order.
CXT Sales Representative	Company Name
Date	Date

DELIVERY AND INSTALLATION QUESTIONNAIRE

1. Customer: City of Ouray/Ouray Via Ferrata Site location: Ouray CO
2. Your name: Mark Iuppenlatz Title: Director

3. Desired delivery date: August

4. Physical address: Camp Bird Road, left on Hydro access road 500 yards
Please provide written directions from the closest town to your job site (maps acceptable).

5. Who will be the representative on site? Mark Iuppenlatz Phone #: 970-946-2089

NOTE: This person will have the ability to sign for the acceptance of the building as well as authorize any changes onsite.

6. Is there cell phone coverage at the site? YES NO
If NO, how far would we need to travel to get service? _____

The trucks delivering your building can range from 75' to 120' long and can weigh up to 150,000 lbs. They require a 32' wide, firm surface to make a 90 degree turn. Some of the trailers only have 6 to 8 inches of ground clearance so even road camber can cause a problem. These trucks need a 14' wide by 15' tall clear path for travel and even wider clearance at corners.

7. Will your site accommodate the scenario listed above? YES NO
If NO, additional equipment and crane time will be required. Please call for quote.

8. Is it possible that our transport driver will encounter any of the following on our way to the job site or during the installation (including overhead obstacles):

<input type="checkbox"/> Load limit bridges	<input type="checkbox"/> Seasonal road restrictions	<input type="checkbox"/> Switchback roads	<input type="checkbox"/> Low clearance
<input type="checkbox"/> Steep grade	<input checked="" type="checkbox"/> Rough terrain	<input type="checkbox"/> Trees or stumps	<input type="checkbox"/> Power lines
<input type="checkbox"/> Signs	<input type="checkbox"/> Fences		

Please provide detail if any of the above apply.

Access road is being widened however it is a dirt road. Septic pump out trucks use it now.

9. Will the transport equipment be able to access the site in inclement weather (rain, snow, etc.)?
 YES NO

If NO, is there an alternate route to access the site?

no, but August should be no problem.

10. Due to the weight, the equipment can damage underground utilities in parks. Is there any possibility of this happening? YES NO

PLEASE NOTE: CUSTOMER IS RESPONSIBLE FOR MARKING THE EXACT LOCATION OF THE BUILDING AND A UTILITY LOCATE (CALL BEFORE YOU DIG) MUST BE DONE PRIOR TO OUR ARRIVAL FOR INSTALLATION.

If YES, please explain:

11. Does a tractor trailer and a crane have the ability to get within 2 feet of the actual install site?
 YES NO

Please reference the site mock ups to determine if either of these two scenarios is acceptable.

12. Is the pad built to or the hole dug to the specifications provided by CXT? YES NO
13. Has the pad compaction and level been verified by a third party inspection? YES NO

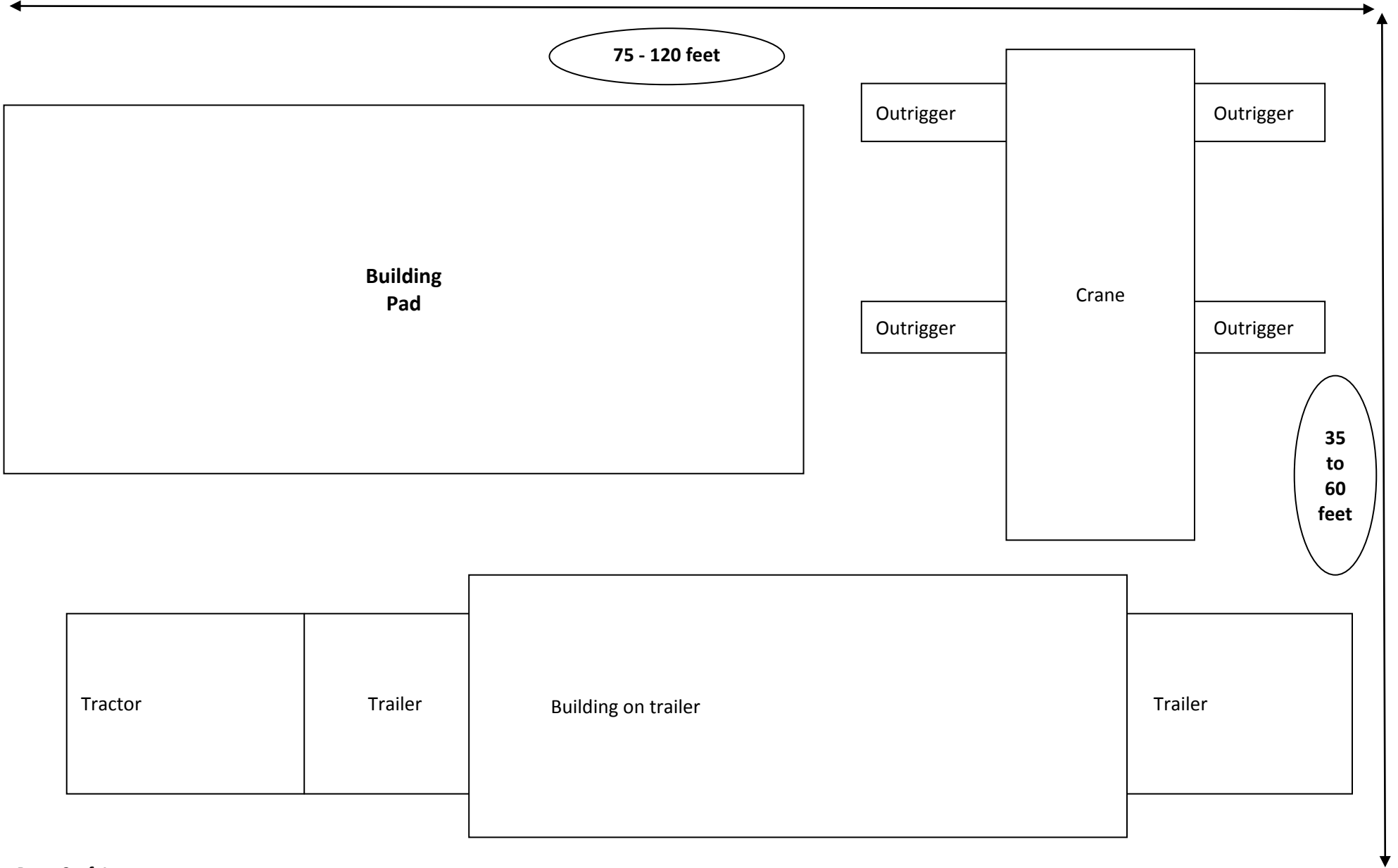
NOTE: Your building pad is required to be constructed in accordance with the FOUNDATION DETAIL in your drawing packet as well as the CXT CONCRETE BUILDINGS SUBGRADE PREPARATION CHECKLIST. If this is not verified by a certified testing agency, your warranty may be voided.

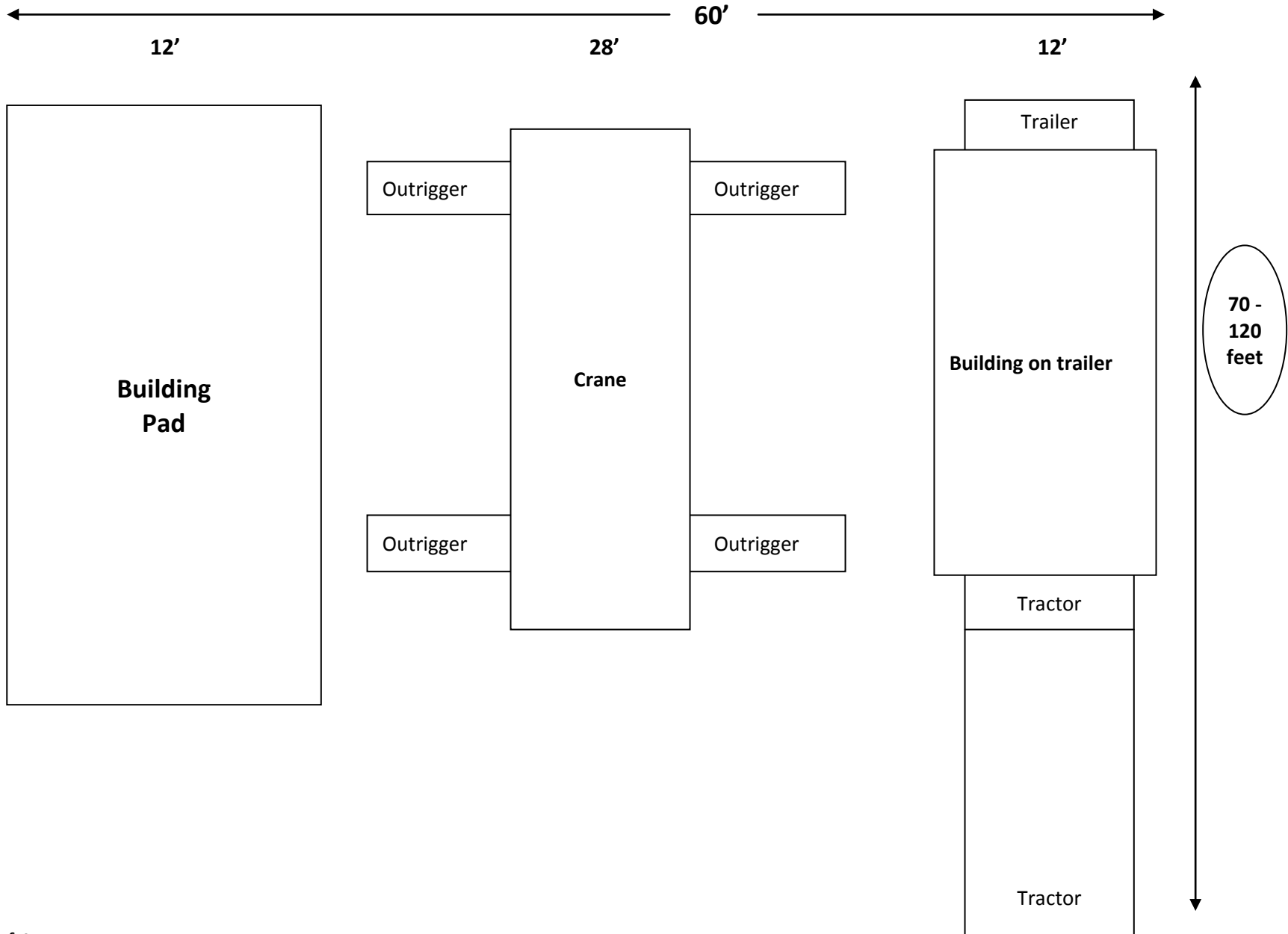
14. Are the stub ups correct per the drawing for your building? YES NO
15. Will a plumber and/ or electrician be on site to adjust the stub ups if they are not correct? YES NO
It is your responsibility to make sure that water and electricity are available and ready to be connected on the day of the installation and that the stub ups and pad are correct!

- ❖ There is a possibility that damage to your site may occur (sidewalks, grass, curbing, asphalt, underground utilities, etc.). While we do not accept liability for this damage, there may be steps we can take to minimize the potential for this damage (steel plates, gravel ramps, etc.) at an additional cost.
 - **For forest service projects, per FAR 52.236-2, differing site conditions will need to be agreed upon prior to the start of the project.**
- ❖ The installer will conduct a safety meeting the morning of the installation. Anyone who plans to be onsite during the installation is required to attend this meeting.
- ❖ Any work outside of this scope you will need to negotiate directly with the installer. it is up to their discretion whether or not to accept it!
- ❖ **IMPORTANT:** Additional charges can and/or will be charged to the customer for any out of scope site work including, but not limited to: any of the above listed conditions, temporary off load due to any cause (weather), short trailer transfer, blasting/rock removal, and larger than normal crane requirements. Please check with CXT if you have any concerns or questions

Please visit our website at <http://www.cxtinc.com> as it contains information that can be very helpful to you.

Acceptable types of access to pad (distances vary by building and crane size)





CITY OF OURAY
Professional Service Agreement

THIS AGREEMENT is entered into effective this 11th day of May 2023 by and between: The City of Ouray, a Colorado home rule municipal corporation (the City); and Spring Branch Forestry, LLC, a Colorado limited liability company with its principal place of business located at 257 Sherman Street, Ste E, Ridgway, CO 81432, (the Professional).

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

1. SCOPE OF PROFESSIONAL SERVICES. The Professional agrees to provide services in accordance with the Scope of Professional Services attached and incorporated as Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, upon termination of this agreement by either party, or if the services are not completed, this agreement will expire on April 26, 2024 at which time the City and the Professional will either negotiate a new agreement to complete the services, extend this agreement or their relationship under this agreement will terminate.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Professional a sum not to exceed thirty-six thousand six hundred and ten dollars and zero cents (\$36,610.00).
4. PAYMENT FOR SERVICES. The Professional shall submit a detailed invoice to the City describing the professional services rendered on the schedule set forth in Exhibit A. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the period, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation, therefore.
5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.
6. INDEPENDENT PROFESSIONAL. The services to be performed by the Professional are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Professional, or their successors or assigns. No agent or employee of the

Professional shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Professional. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Professional. The Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Professional will pay all federal and state income tax on any money paid pursuant to this agreement.

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

8. GOVERNMENTAL IMMUNITY. The Professional understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
9. INDEMNIFICATION. To the fullest extent permitted by law, the Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Professional or any third party under the control or supervision of the Professional, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Professional or the Professional's agents, representatives, subcontractors, or suppliers.
10. ASSIGNMENT. The Professional shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
11. PAYMENTS BY CITY. All payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
12. LEGAL COMPLIANCE. The Professional shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
13. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
14. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed in this agreement. Each person signing the contract guarantees that they have authority to bind the City or Professional.
15. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
16. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term or provision held to be invalid.

17. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and the venue shall be in Ouray County, Colorado.
18. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
19. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
20. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as the original.
21. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

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

CITY OF OURAY:



~~Ethan Funk, Mayor~~ Silas Clarke, City Administrator

Attest:



Melissa M. Drake, Clerk

PROFESSIONAL:

Spring Branch Forestry, LLC



Austin Shelby

5/18/23

EXHIBIT A

Scope of Professional Services

See Next Page



DESCRIPTIONS OF ESTIMATED COSTS ASSOCIATED WITH CITY OF OURAY WILDFIRE MITIGATION PROJECT

Project Overview

The primary purpose of this document is to provide context to tasks that Spring Branch Forestry LLC (SBF) recommends to the City of Ouray for a successful project planning effort as well as an accurate project cost estimate. SBF also recommends that the City of Ouray complete these tasks so that they can position themselves as “shovel ready” for multiple wildfire hazard mitigation funding sources.

The headings detailed below give a description of the tasks, along with deliverables that are outlined in the ***Estimated Costs Associated with City of Ouray Mitigation Project*** spreadsheet.

Hereinafter, the City of Ouray and its representatives will be referred to as the “City”, Spring Branch Forestry LLC and its representatives will be referred to as “Forester”, and forest industry workers will be referred to as “Contractor(s)”.

NOTE: On April 20, 2023, payment dates and intermediate project deadlines were added to this document. These additions are included in Table 1. Timeline & Payment Schedule. Additionally, the City of Ouray has indicated that they will purchase the forestry paint supplies that are needed for this project.

After consultation with the City and Ouray County on April 18, 2023, SBF understands that Ouray County will enter into an Intergovernmental Agreement with the City of Ouray. The city of will then enter into a Service Agreement with SBF, using this document as an attachment to that agreement. SBF respectfully requests that this service agreement be delivered for signature by May 11, 2023 in order to meet the deadlines listed herein.

Tasks/Deliverables

1. Project Reconnaissance- 6 Hours

Project reconnaissance will give the Forester a general feel for the project. Time will be spent surveying the proposed project area. During this time, all aspects of project layout and design such as access, recreation and trail locations, forest cover and condition, operability for harvest systems and management unit delineation will be considered.

2. Project, Stand, and Management Unit Delineation- 6 Hours

This step will likely happen on the project reconnaissance day. Once the project has been surveyed, the Forester will walk back through areas and divide the project into stands based upon forest cover and tree species types. Ground truthing of forest cover types will be completed using a GPS to verify stand boundaries. Once stands are identified, this gives the Forester the information needed to delineate management and operational units. It also determines total acreage of each stand which is needed for sampling the stands in the project area.

3.Pre-Cruise and Sampling Design- 10 Hours

The Forester will complete a forest cover pre-cruise to determine the number of sample plots needed to achieve a certain statistical accuracy when the primary cruise is completed. Time will be spent measuring tree basal area at plot locations determined by a systematic grid. Basal area determinations on each plot will be quick using a forestry prism. Stand basal area provides stand and tree variability characteristics that drive management considerations. This is also an important step in saving time and money during the primary cruise as to not over-sample trees.

4.Draft Field Cruise Maps- 2 Hours

This step will be completed using geospatial technology in the office. Sample locations (plots) will be geospatially distributed to stands on a systematic grid. The number of plots needed from the pre-cruise will determine the design of the systematic grid.

5.Primary Cruise- 76 Hours

The primary cruise gives a detailed look at stand and tree characteristics by sampling a percentage of trees within each stand. The following information will be recorded by the Forester at each cruise plot:

- Tree diameter at breast height (DBH)
- Total tree height
- Tree species
- Tree condition and mortality classification (live, dying, dead)
- Insect and disease infestation
- Regeneration (seedling and sapling count)
- Defect for merchantability
- Slope and general operability
- Other-grasses, forbs, soils, etc.

5.Collect Field Geospatial Information- 8 Hours

Operational geospatial field data and locations will be gathered by the Forester with a GPS unit while traversing the project area during the primary cruise. Examples of these locations include areas suitable for log and equipment landings, tree decks, skid trails, landing zones, ingress/egress, sensitive areas, wildlife trees, water sources, and noxious plants.

6.Process Cruise of Management Units- 12 Hours

The Forester will use cruise processing software to give detailed empirical stand and tree level outputs such as stand and stock tables. These outputs give scientific (and silvicultural) context to what action should be taken to ultimately mitigate risk from wildfire, as well as insect and disease mortality.

Stand and stock table outputs will also guide implementation, operations, and ultimately project costs by detailing factors about the trees to be harvested such as the number of trees, weight of trees, merchantability, and size class.

7.Draft Project Maps- 6 Hours

Project maps will be drafted showing management units and prospective operational units. These maps will be included within the Contractor Project Scoping Document.

8.Draft Project Proposal and Contractor Project Scoping Document- 22 Hours

A Scope of Work will be drafted for the City's review. This proposal will include 2-3 different silvicultural and operational alternatives.

Potential monetary, social and/or operational constraints may present themselves once the City has reviewed the Project Proposal. Once operational methods are agreed upon by the City, the contractor project scoping process will begin.

The Forester will edit the Scope of Work to consider alternatives in operational guidelines. It will essentially become a Contractor Project Scoping Document that contractors will use in reviewing the project. The Contractor Project Scoping Document will give detailed information about the operational alternatives under consideration.

9.Solicitation of Contractor Project Scoping Document- 5 Hours

During this step, the Forester will contact Contractors and provide the Contractor Project Scoping Document and invite them to a showcase field trip. This task will be completed via email.

10.Host Project Scoping Contractor Showcase- 6 Hours

The Forester will host an on-site Contractor Project Scoping field tour for contractors. The Forester will answer questions from Contractors at this field tour.

11.Draft Contractor Project Feedback Form- 2 Hours

A Contractor Project Feedback Form will be drafted by the Forester. Contractors will provide feedback via the form. Contractors will submit project comments to the Forester within 2 weeks. Comments will then be submitted to the City Administrator.

12.Meet With City Administrator- 4 Hours

At this point, the Forester will plan a meeting with the City Administrator to ultimately provide the best management recommendation based upon the feedback provided by Contractors.

Feedback from Contractors will be considered by the City with consultation from the Forester in selecting the optimal operational configuration, system or method that is the most effective and cost-efficient.

13.Selective Mark of Trees to Be Harvested- 76 Hours

Trees over 7.5 inches DBH that fall within harvest units will be selectively marked using paint. A 2–3-inch stripe will be placed at 6 feet so that Contractors can clearly see which trees shall be harvested. Select trees will also be marked with a stump mark.

14. Individual Tree Measurement (ITM) Sampling- 16 Hours

Trees marked for harvest will be sampled to a determined frequency according to statistics from the primary cruise. The following information will be recorded for each tree:

- Tree diameter at breast height
- Total tree height
- Tree species
- Tree condition and mortality classification (live, dying, dead)
- Insect and disease infestation
- Defect for merchantability

15. Flag and Paint Treatment Unit Boundaries- 14 Hours

Operational units involving timber removal will be painted. Boundary trees will be marked with 2 marks facing the next tree in the respective direction and a stripe facing into the unit.

Operational units involving mastication will be flagged with ribbon.

16. Process ITM Sample-3

The Forester will use cruise processing software to give detailed empirical stand and tree level outputs such as stand and stock tables for **all trees to be harvested from the project**. These summations will be provided within the final Request for Proposals and Contractor Showcase document.

Contractors need this information to accurately bid the project. As mentioned earlier, species, count, merchantability, and size class give context to accurate contractor bidding by determining costs associated with fuel, transportation, merchantable product return, personnel, machine time and maintenance.

17. Draft Final Scope of Work and Request for Proposals- 16 Hours

The Forester will draft a final Scope of Work and Request for Proposals to be solicited to Contractors. This document will give precise directions on *how* the Contractor is to complete the project. It will also include the pertinent information from the ITM sample cruise. Examples of information that will be highlighted in this document include but are not limited to the following items:

- Project overview
- Showcase information
- Project location
- Administration of project
- Contract periods
- Operational periods
- Bid submission
- Subcontracting
- Items for contractor Plan of Operations

- Merchantable volume totals
- Tree totals
- Utilization standards
- Harvest method
- Decking and landing specifications and placement
- Skid trail placement
- Performance and damage deposits
- Project area signage
- Permits
- Product ownership
- Hauling considerations
- Wildlife concerns
- Water concerns
- Unit designation
- Prescriptions for units
- Slash and masticated material guidelines
- Project maps
- Payment schedules

18.Solicitation of Final Request for Proposals and Scope of Work- 5 Hours

The Forester will contact Contractors and provide the final Request for Proposals and Scope of Work document and invite them to a project showcase field trip. This task will be completed via email.

19.Draft Contractor Bid Sheet- 2 Hours

The Forester will draft a contractor bid sheet. The bid sheet will detail contractor bids based upon operational units. The bid sheet shall factor price per acre as well as merchantable timber offsets that the contractor may be considering. Contractors will submit this bid sheet to the Forester along with a Plan of Operations.

20.Host Primary Contractor Showcase Field Trip- 6 Hours

The Forester will host a mandatory Contractor Showcase field trip for bidding Contractors. The Forester will be present to answer questions about the project. Bidding Contractors will submit Bid Sheets and Plans of Operations to the Forester within 2 weeks from the contractor Showcase field tour.

21.Host Meeting with City to Review Contractor Bids and Plans of Operation- 4 Hours

The Forester will schedule a meeting with the City to review contractor bids and Plans of Operation. The forester will provide consultation to the City based upon information provided by bidding Contractors.

Table 1. Timeline & Payment Schedule

Timeline/Payment Date	Tasks/Deliverable #	Hours	Payment Amount to Spring Branch Forestry
June 20 th , 2023	1-6	108	\$12,420.00
August 18 th , 2023	7-12*	53	\$3,515.00
December 8 th , 2023	13-16*	110	\$12,315.00
April 26 th , 2024	17-22	36	\$3,360.00
		307	\$36,610.00

*Note: the City of Ouray has agreed to purchase the forestry paint supplies that will be needed for this project as identified in Tasks 14 and 16.

Total Hours: 307

Total Project Amount: \$31,610.00

Project End Date- April 26, 2024

Name <i>Owray LLC Horse</i>	Type of License <i>Liquor Retail License</i>	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/>		or		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<i>N/A</i>				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				<input type="text"/>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

N/A

Name <i>Ourray Ice House</i>	Type of License <i>Liquor Retail Lic</i>	Account Number
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N/A

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?
 If "yes" a copy of license must be attached.

N/A

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

N/A

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

N/A

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education?
 b. Is the applicant a person who contracts with the institution of higher education to provide food services?
 If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

N/A

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
----------------------	-----------------------

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following:
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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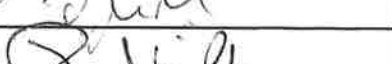



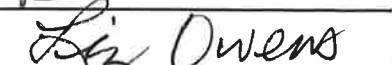
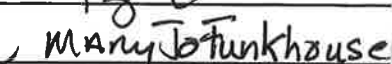







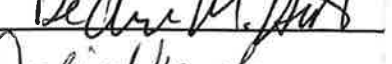

26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the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

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-1 (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name <i>LOUISE ROZICH</i>	Home Address, City & State <i>1000 1st St, Durango, CO</i>	DOB <i>11-11-1950</i>	Position <i>Owner</i>	% Owned <i>100</i>
Name <i>MARK ROZICH</i>	Home Address, City & State <i>1000 1st St, Durango, CO</i>	DOB <i>11-11-1950</i>	Position <i>Owner</i>	% Owned <i>100</i>
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

Name <i>Olway Ice House</i>	Type of License <i>Liquor Retail Lic</i>	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
<p>Oath Of Applicant</p> <p>I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>		
Authorized Signature <i>Louise Rozich</i>	Printed Name and Title <i>LOUISE ROZICH</i>	Date <i>4.18.23</i>
<p>Report and Approval of Local Licensing Authority (City/County)</p>		
Date application filed with local authority <i>4/28/2023</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>6/5/2023</i>	
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input type="checkbox"/> Fingerprinted</p> <p><input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?</p>		<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p><input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?</p> <p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p>		<p><input type="checkbox"/> <input type="checkbox"/></p>
<p><input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?</p>		<p><input type="checkbox"/> <input type="checkbox"/></p>
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>		
Local Licensing Authority for		Telephone Number <input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

I, the undersigned, as a resident of the City of Ouray, do hereby
 a Beer & Wine Liquor License to the Ouray Ice House LLC cba O
 Ouray, owned by Ouray Ice House LLC. As grounds for my supp
 I desire to have the sales of alcohol available at this location. I
 be required to comply with all Colorado State Liquor License Re
 belief that the reasonable needs and desires of the residents of
 licensing the sales of alcohol at Ouray Ice House, Ouray.

NAME	SIGNATURE
Brook Adams	
Ted Fullig	
Trisha Johnson	
Greg Nelson	
Tim Decker	
Kyle Edman	
Dylan Howell	
Raymond Willie	
Ricky Sutton	
Kim Karus	
Liz Owens	
Mary Jo Tunkhouser	
DIANN CORRELL	
Steven Schei	
DeAnna Scott	
DON FUNKHOUSER	
Bette Maurer	
DANIEL WILDE	
MARIL FEDOR	
De Ann Marie Houston	
Julie Wesselring	

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name DAVID BAGGETT

Business STELMO HOTEL

Business Address 426 MAIN

Signature 

Date 5 24 23

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Brad Clark

Business Ouray Hardware & Mercantile

Business Address 700 Main St.

Signature Brad Clark

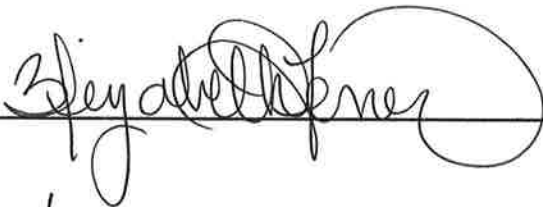
Date May, 24, 2023

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Elizabeth (Libby) Tenere

Business Wildheart Hair Bar

Business Address 219 7th Ave - unit 1 - Ouray

Signature 

Date 5/28/23

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Amy Scott

Business The Yankee Girl Restaurant

Business Address 400 Main St Ouray Co 81427

Signature Amy Scott


Date 5/24/23

As a Ouray business owner, I hereby state my support for the issuance of a Beer & Wine Liquor License to the Ouray Ice House, 225 7th Avenue, owned by Ouray Ice House LLC. As grounds for my support, I state that as a business owner, I believe that the Ouray Ice House, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at the Ouray Ice House will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name BRUCE GULDE

Business MOUNTAIN FEVER SHIRTS + GIFTS

Business Address 644 MAIN STREET
OURAY CO 81427

Signature 

Date 5.27.23

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other

 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant if an LLC name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
 FEIN Number

 The Yankee Girl Food Service LLC
 800-2691103

2a. Trade Name of Establishment (DBA)
 State Sales Tax Number
 Business Telephone

 The Yankee Girl
 94788813-0001

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 400 Main St.

City
 County
 State
 ZIP Code
 Ouray
 Ouray
 CO
 81427

4. Mailing Address (Number and Street)
 City or Town
 State
 ZIP Code
 Po Box 808
 Ouray
 CO
 81427

5. Email Address
 amscott1485@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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Section A	Section B (Cont.)
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Nonrefundable Application Fees*	Liquor License Fees*
<input type="checkbox"/> Application Fee for New License\$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00 <input type="checkbox"/> Application Fee for Transfer\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00

Section B	Liquor License Fees*
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area..... \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City)..... \$351.25 <input type="checkbox"/> Beer and Wine License (County)..... \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County)..... \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State)..... \$500.00 <input type="checkbox"/> Club License (City)..... \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City)..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City)..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)..... \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	<input type="checkbox"/> Manager Registration - H & R\$30.00 <input type="checkbox"/> Manager Registration - Tavern\$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment..... \$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

*** Note that the Division will not accept cash**

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name <i>Amy Scott The Yankee Girl For Sale</i>		Type of License <i>Liquor</i>		Account Number	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input type="checkbox"/>					
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/>					
b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/>					
c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/>					
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/>					
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/>					
Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/>					
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/>					
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/>					
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input checked="" type="checkbox"/>					
b. Are you a Colorado resident? <input type="checkbox"/> <input checked="" type="checkbox"/>					
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/>					
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) <u>Leasing From (3 Goats LP)</u>					
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:					
Landlord <i>John Wood / 3 Goats LP</i>		Tenant <i>Amy Scott</i>		Expires <u>3 years</u> <i>05/2029</i>	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/>					
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name		First Name		Date of Birth	
Last Name		First Name		Date of Birth	
				FEIN or SSN	
				FEIN or SSN	
				Interest/Percentage	
				Interest/Percentage	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: <input type="checkbox"/> <input type="checkbox"/>					
Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/>					
Number of additional Optional Premise areas requested. (See license fee chart) _____					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					

Name <i>The Yankee Girl Food Service</i>	Type of License <i>Liquor</i>	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? Yes No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? Yes No
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? Yes No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes No

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education? Yes No
 b. Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
----------------------	-----------------------

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No
 Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
 b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. **All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
<i>Amy Scott</i>	<i>11111 1st St, Denver, CO</i>	<i>11/11/11</i>	<i>Manager</i>	<i>100%</i>

Name <i>AMY SCOTT</i>	Type of License <i>Liquor</i>	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>AMY SCOTT</i>	Printed Name and Title <i>AMY SCOTT Owner</i>	Date <i>4/23/23</i>
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority <i>5/4/2023</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>6/5/2023</i>	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: <input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) <input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for		Telephone Number
		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

I, the undersigned, as a resident of the City of Ouray, do hereby state my support
 Restaurant Liquor License to Yankee Girl, 400 Main Street, owned by Amy S
 support, I state that as a resident of Ouray I desire to have the sales of alcohol and
 understand that this business would be required to comply with all Colorado Stat
 I further state that it is my belief that the reasonable needs and desires of the resi
 would be met by licensing the sales of alcohol at 636 Main Street-A67:C92, Our

NAME	SIGNATURE	STI
Kim Karus	Kim Karus	
John Lorimer	John Lorimer	
Libby Tenet	Libby Tenet	
Lynn Sanchez	Lynn Sanchez	
Brianna Sanders	Brianna Sanders	
Burford Sanders	Burford Sanders	
Angela Sanders	Angela Sanders	
Marcy Wood	Marcy Wood	
Kirstyn Trujillo	Kirstyn Trujillo	
Charley Trujillo	Charley Trujillo	
Julie Cole	Julie Cole	
Jason Paul	Jason Paul	
Kayla Karsh	Kayla Karsh	
Kevin Schiffer	Kevin Schiffer	
Jane Schiffer	Jane Schiffer	
Trisha Johnson	Trisha Johnson	
Amy Cramer	Amy Cramer	
Troy Halfield	Troy Halfield	
DeAna Scott	DeAna Scott	
Charles F Scott	Charles F Scott	
Phil Meinders	Phil Meinders	
Nethan Mhoon	Nethan Mhoon	
Ted Pullig	Ted Pullig	
Tina A Pullig	Tina A Pullig	

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Yankee Girl Restaurant, 400 Main Street, owned by Amy Scott. As grounds for my support, I state that as a business owner, I believe that Yankee Girl, 400 Main Street, will attract both tourists and locals to the City of Ouray.

Furthermore, the availability of alcoholic beverages at Yankee Girl will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Logan Tyler

Business Basecamp Ouray LLC

Business Address 630 MAIN Street

Signature 

Date 4-18-23


As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Yankee Girl Restaurant, 400 Main Street, owned by Amy Scott. As grounds for my support, I state that as a business owner, I believe that Yankee Girl, 400 Main Street, will attract both tourists and locals to the City of Ouray.

Furthermore, the availability of alcoholic beverages at Yankee Girl will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Elizabeth (Libby) Tener

Business Wildheart Hair Bar

Business Address 219 7th Ave Ouray - unit 1

Signature 

Date 4/18/23

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Yankee Girl Restaurant, 400 Main Street, owned by Amy Scott. As grounds for my support, I state that as a business owner, I believe that Yankee Girl, 400 Main Street, will attract both tourists and locals to the City of Ouray.

Furthermore, the availability of alcoholic beverages at Yankee Girl will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Tony Schmidt

Business Ouray Mead & Cheese

Business Address 736 main st

Signature 

Date 4-19-2023

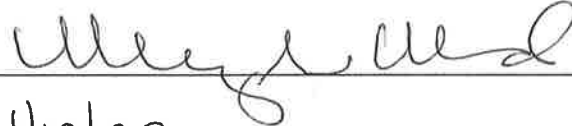
As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Yankee Girl Restaurant, 400 Main Street, owned by Amy Scott. As grounds for my support, I state that as a business owner, I believe that Yankee Girl, 400 Main Street, will attract both tourists and locals to the City of Ouray.

Furthermore, the availability of alcoholic beverages at Yankee Girl will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Marcy Wood

Business Studio Ouray DBA Zoga Wellness, LLC

Business Address 408 Main St. Ouray

Signature 

Date 4/18/23

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Yankee Girl Restaurant, 400 Main Street, owned by Amy Scott. As grounds for my support, I state that as a business owner, I believe that Yankee Girl, 400 Main Street, will attract both tourists and locals to the City of Ouray.

Furthermore, the availability of alcoholic beverages at Yankee Girl will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Charles Scott

Business Speedy's Concrete

Business Address 135 Fedel Ct.

Signature Charles F Scott

Date 4/19/83



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: Nathan Consiglio
Physical Address: [REDACTED] Ouray, CO 81427
Mailing Address: [REDACTED] Ouray, CO 81427
E-Mail Address: [REDACTED]
Home Telephone Number: [REDACTED]
Business Telephone Number: _____
Present job title: Welder/Fabricator
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? _____

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:
 Planning Commission Community Economic & Development (CDEC) Beautification
 Park & Recreation (PARC) Tourism Advisory Committee (TAC) Other: _____
How long have you lived in the City of Ouray? 1 week
What do you think are the major issues affecting our City?
Just moved here. Not really sure but I'm looking forward to helping in any way I can.
How do you envision your contribution to this committee?
Volunteering, improving our parks, keeping the small town feel.

[Signature]
Signature

6/2/23
Date

Nathan Consiglio
Print Name

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

State of Colorado Intergovernmental Grant Agreement for SLFRF

COVER PAGE

State Agency DEPARTMENT OF LOCAL AFFAIRS	Agreement CMS Number 183524																					
Grantee City of Ouray	CORE Doc ID Number																					
	Agreement Performance Beginning Date The later of the Effective Date or May 05, 2023																					
SAM UEI Number JL32MQLWUU29																						
Agreement Maximum Amount	Agreement Expiration Date April 30, 2024																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Initial Term</td> <td style="width: 30%;"></td> <td style="width: 40%; text-align: right;">Retainage (5%)</td> </tr> <tr> <td style="padding-left: 20px;">State Fiscal Year 2023</td> <td style="text-align: right;">\$1,050,000.00</td> <td style="text-align: right;">\$52,500.00</td> </tr> <tr> <td colspan="3">Extension Terms</td> </tr> <tr> <td style="padding-left: 20px;">State Fiscal Year 20xx</td> <td style="text-align: right;">\$1,050,000.00 less any amount spent in FY2023</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="padding-left: 20px;">State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="padding-left: 20px;">State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total for All State Fiscal Years</td> <td style="text-align: right;">\$1,050,000.00</td> <td style="text-align: right;">\$52,500.00</td> </tr> </table>	Initial Term		Retainage (5%)	State Fiscal Year 2023	\$1,050,000.00	\$52,500.00	Extension Terms			State Fiscal Year 20xx	\$1,050,000.00 less any amount spent in FY2023	\$0.00	State Fiscal Year 20xx	\$0.00	\$0.00	State Fiscal Year 20xx	\$0.00	\$0.00	Total for All State Fiscal Years	\$1,050,000.00	\$52,500.00	Agreement Authority This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan (Pub L. No. 117-2 (March 11, 2021)).
Initial Term		Retainage (5%)																				
State Fiscal Year 2023	\$1,050,000.00	\$52,500.00																				
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Total for All State Fiscal Years	\$1,050,000.00	\$52,500.00																				
Agreement Title and Purpose <u>IHOI-INC032 Ouray Waterview PUD</u> The Project consists of earthwork, water and sewer line relocation, and roadway construction to support the Waterview Planned Unit Development project in Ouray, Colorado.																						
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Budget. 4. Exhibit D, Federal Provisions. 5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 6. Exhibit F, SLFRF Subrecipient Quarterly Report 7. Exhibit G, SLFRF Reporting Modification Form 8. Exhibit H, PII Certification <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit D, Federal Provisions 2. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 3. Colorado Special Provisions in §17 of the main body of this Agreement 4. Any executed Amendment or Option Letter/Exhibit B to this Agreement 5. The provisions of the other sections of the main body of this Agreement 6. Exhibit A, Statement of Work 7. Exhibit H, PII Certification 8. Exhibit C, Budget 9. Exhibit F, SLFRF Subrecipient Quarterly Report 10. Exhibit G, SLFRF Reporting Modification Form 																						
Principal Representatives																						
For the State: Chantal Unfug, Director, Division of Local Government Department of Local Affairs 1313 Sherman Street, Room 521 Denver, CO 80203 chantal.unfug@state.co.us	For Grantee: Ethan Funk, Mayor City of Ouray PO Box 468, Ouray, CO 81427 efunk@cityofouray.com																					

IHOI-INC032 Ouray Waterview PUD

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Agency	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (<i>this is <u>not</u> the award amount of this Intergovernmental Grant Agreement</i>)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

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IHOI-INC032 Ouray Waterview PUD

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>GRANTEE CITY OF OURAY</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: _____</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>By: Mitch Hendrick, IHOI Program Manager</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).</p>	
<p><u>STATE CONTROLLER</u> <u>Robert Jaros, CPA, MBA, JD</u></p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p>Effective Date: _____</p>	

VCUST# **14169** ADDR CODE EFT DLG Portal # **IHOI-INC032**

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IHOI-INC032 Ouray Waterview PUD

1. GRANT

As of the Agreement Effective Date, the State Agency shown on the first page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the first page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Agreement Effective Date and shall terminate on the Agreement Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or executed Amendment or executed Option Letter showing the new Agreement Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement Effective Date**” means the Agreement Effective Date shown on the first page of this Intergovernmental Grant Agreement.
- B. “**Agreement Expiration Date**” means the Agreement Expiration Date shown on the first page of this Intergovernmental Grant Agreement.
- C. “**Budget**” means the budget for the Work described in **Exhibit C**.
- D. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- F. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. “**Exhibits**” exhibits and attachments included with this Intergovernmental Grant Agreement as shown on the first page of this Agreement.
- H. “**Extension Term**” means the period of time by which the Agreement Expiration Date is extended by the State through delivery of an executed amendment or option letter to this Intergovernmental Grant Agreement.
- I. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- J. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of the Treasury (“Treasury”) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- K. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. “**Grant**” means this Intergovernmental Grant Agreement.
- M. “**Grant Funds**” means the SLFRF funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- N. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

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- O. “**Initial Term**” means the time period between the Agreement Effective Date and the Agreement Expiration Date at the time of execution.
- P. “**Intergovernmental Grant Agreement**” means this Agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- Q. “**Matching Funds**” means the funds provided by Grantee as a match required to receive the Grant Funds.
- R. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- S. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- T. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- U. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- V. “**Recipient**” means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.
- W. “**Services**” means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- X. “**SLFRF**” means the Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan (Pub L. No. 117-2 (March 11, 2021)).
- Y. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose

IHOI-INC032 Ouray Waterview PUD

such information; or (v) was independently developed without reliance on any State Confidential Information.

- Z.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- BB.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- CC.** “**Sub-Award**” means this Grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- DD.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- EE.** “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- FF.** “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- GG.** “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- HH.** “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- II.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

IHOI-INC032 Ouray Waterview PUD

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit A**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Agreement Effective Date or after the Agreement Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Agreement Effective Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide the Local Match Amount shown and described in **Exhibit A** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

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E. Close Out

Grantee shall close out this Grant **within 45 days** after the Agreement Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Agreement Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of five years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

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C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to

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Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion,

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that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

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C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment or option letter to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Intergovernmental Grant Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

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J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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EXHIBIT A, STATEMENT OF WORK

1. PURPOSE

1.1. Affordable Housing Development Incentives Grant Program. The Incentives Grant Program (IHOI) provides grants to local governments to promote the development of affordable housing that is driven by community benefits and that focuses on critical housing needs as identified by the local government.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of earthwork, water and sewer line relocation, and roadway construction to support the Waterview Planned Unit Development project in Ouray, Colorado.

2.2. Work Description. The City of Ouray (“Grantee”) will use Grant Funds to cover a portion of the cost of earthwork, water and sewer line relocation, and roadway construction for the Waterview Planned Unit Development (PUD) project, a development consisting of approximately seventy (70) units of for sale affordable housing, located at the property currently addressed as 250 Uncompahgre Street in Ouray, Colorado. The resulting units will be deed restricted and permanently affordable as defined in C.R.S. 24-32-130(1)(a). Grantee will own and maintain all improvements.

A Final Informal Memo will be submitted to DOLA that contains analysis of the following: 1) lessons learned, 2) community impact, 3) units added, 4) number of persons impacted, and 5) any other pertinent data that addresses the housing crisis and/or impact these projects made to alleviate barriers to affordable housing construction.

Additionally, Grantee will provide DOLA a financial statement summarizing all Project-related expenses to date. The summary will include all expenditures on the Project, from this Grant and all other funding sources. This summary will be completed and provided to DOLA prior to Project Closeout and final payment.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: labor and materials costs, bond and insurance costs, right-of-way acquisition costs, earthwork costs, public roadway improvements costs, and water and sewer main relocation costs.

3. DEFINITIONS

3.1. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completion of grant funded earthwork, water and sewer line relocation, and roadway construction for the Waterview PUD Project, consisting of approximately 70 units, all of which will be permanently deed restricted as affordable to households in accordance with C.R.S. 24-32-130(1)(a).

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4.2. Service Area. The performance of the Work described within this Grant shall be located in Ouray, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Report on 2019 Baseline Data for number of affordable housing development projects applied versus number of permit approvals.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement, to be included in the Quarterly Status Report.
Begin work/Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide documentation of deed restrictions or sample of the form of deed restriction that Grantee intends to use.	By March 31, 2024.
Substantial completion of grant funded earthwork, water and sewer main relocation, and roadway construction.	By March 31, 2024.
Submit draft of Final Informal Memo to DOLA for review.	Within 30 days prior to the Expiration Date of this Intergovernmental Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Provide DOLA a final financial statement summarizing all Project-related expenses to date. The statement should include all expenditures on the Project, from this Grant and all other funding sources.	Within 30 days prior to the Expiration Date of this Intergovernmental Agreement.
Submit Project Final Report	June 14, 2024

4.4. Quarterly Pay Request and Status Reports. Beginning ten (10) days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay or reimburse the Grantee for actual eligible expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within ten (10) days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.4.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by Expenditure Category as per **Exhibit C, Budget** as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

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4.4.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 nd (Apr-Jun)	2023	*JULY 10, 2023	Yes	Yes
3 rd (Jul-Sep)	2023	October 10, 2023	Yes	Yes
4 th (Oct-Dec)	2023	January 10, 2024	Yes	Yes
1 st (Jan-Mar)	2024	April 10, 2024	Yes	Yes
2 nd (Apr-Jun)	2024	May 31, 2024	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.

4.5. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Melissa Drake, Director of Finance and Administration**, (mdrake@cityofouray.com), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **Silas Clarke, City Administrator**, (sclarke@cityofouray.com). Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit A** cease to serve. All notices sent under this subsection shall be sent in accordance with §13 of the Grant.

5.4. DLG Program Manager: **Mitch Hendrick**, (303) 548-9364, (mitch.hendrick@state.co.us)

5.5. DLG Program Assistant: **Robyn DiFalco**, (720) 682-5202, (robyn.difalco@state.co.us)

6. FUNDING

The State provided funds shall be limited to the amount and type specified in **Exhibit C, Budget**.

7. ADMINISTRATIVE REQUIREMENTS

7.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

7.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.4 of this **Exhibit A**.

7.1.2. Final Reports. Within 45 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

7.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic

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media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

7.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

7.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

7.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

7.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

7.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

7.3.4. Substitution. The bonding requirements in this §7.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

8. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

8.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

8.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

8.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

8.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name		Option Letter Number Insert Option Letter # for this Amendment	
Grantee Insert Grantee's Full Legal Name		Original Agreement Number Insert CMS number for orig Agreement, and any prior chg docs	
Agreement Maximum Amount		Option Agreement Number Insert CMS number for this Amendment	
Initial Term	Retainage (5%)	Prior Grant Agreement Expiration Date Month Day, Year	
State Fiscal Year 20xx	\$0.00 \$0.00		
Extension Terms		Current Grant Agreement Expiration Date Month Day, Year	
State Fiscal Year 20xx	\$0.00 \$0.00		
State Fiscal Year 20xx	\$0.00 \$0.00		
State Fiscal Year 20xx	\$0.00 \$0.00		
Total for All State Fiscal Years	\$0.00 \$0.00		

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p>By: _____ Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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EXHIBIT C, BUDGET**1. BUDGET BY US TREASURY EXPENDITURE CATEGORY**

1.1 Expenditure Categories identified in **Exhibit C** will determine what is reported on as outlined in **Exhibits D-G**.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
IHOI-INC032	Ouray Waterview PUD	EC 6.1 Provision of Government Services	\$1,050,000
Total			\$1,050,000

1.2 Expenditure Categories

Expenditure Category	
1: Public Health	
COVID-19 Mitigation & Prevention	
1.1	COVID-19 Vaccination
1.2	COVID-19 Testing
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.8	COVID-19 Assistance to Small Businesses
1.9	COVID-19 Assistance to Non-Profits
1.10	COVID-19 Aid to Impacted Industries
Community Violence Interventions	
1.11	Community Violence Interventions
Behavioral Health	
1.12	Mental Health Services
1.13	Substance Use Substances
Other	
1.14	Other Public Health Services
2: Negative Economic Impacts	
Assistance to Households	
2.1	Household Assistance: Food Programs
2.2	Household Assistance: Rent, Mortgage, and Utility Aid
2.3	Household Assistance: Cash Transfers
2.4	Household Assistance: Internet Access Programs
2.5	Household Assistance: Paid Sick and Medical Leave
2.6	Household Assistance: Health Insurance
2.7	Household Assistance: Services for Un/Unbanked
2.8	Household Assistance: Survivor's Benefits
2.9	Unemployment Benefits or Cash Assistance to Unemployed Workers
2.10	Assistance to Unemployed or Underemployed Workers (e.g., job training, subsidized employment, employment supports or incentives)
2.11	Healthy Childhood Environments: Child Care
2.12	Healthy Childhood Environments: Home Visiting
2.13	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System
2.14	Healthy Childhood Environments: Early Learning
2.15	Long-term Housing Security: Affordable Housing

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2.16	Long-term Housing Security: Services for Unhoused Persons
2.17	Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities
2.18	Housing Support: Other Housing Assistance
2.19	Social Determinants of Health: Community Health Workers or Benefits Navigators
2.20	Social Determinants of Health: Lead Remediation
2.21	Medical Facilities for Disproportionately Impacted Communities
2.22	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety
2.23	Strong Healthy Communities: Demolition and Rehabilitation of Properties
2.24	Addressing Educational Disparities: Aid to High-Poverty Districts
2.25	Addressing Educational Disparities: Academic, Social, and Emotional Services
2.26	Addressing Educational Disparities: Mental Health Services
2.27	Addressing Impacts of Lost Instructional Time
2.28	Contributions to UI Trust Funds
Assistance to Small Businesses	
2.29	Loans or Grants to Mitigate Financial Hardship
2.30	Technical Assistance, Counseling, or Business Planning
2.31	Rehabilitation of Commercial Properties or Other Improvements
2.32	Business Incubators and Start-Up or Expansion Assistance
2.33	Enhanced Support to Microbusinesses
Assistance to Non-Profits	
2.34	Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)
Aid to Impacted Industries	
2.35	Aid to Tourism, Travel, or Hospitality
2.36	Aid to Other Impacted Industries
Other	
2.37	Economic Impact Assistance: Other
3: Public Health - Negative Economic Impact: Public Section Capacity	
General Provisions	
3.1	Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers
3.2	Public Sector Workforce: Rehiring Public Sector Staff
3.3	Public Sector Workforce: Other
3.4	Public Sector Capacity: Effective Service Delivery
3.5	Public Sector Capacity: Administrative Needs
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure	
Water and Sewer	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking Water: Treatment
5.11	Drinking Water: Transmission & Distribution
5.12	Drinking Water: Lead Remediation, including in Schools and Daycares
5.13	Drinking Water: Source
5.14	Drinking Water: Storage
5.15	Drinking Water: Other Infrastructure
5.16	Water and Sewer: Private Wells
5.17	Water and Sewer: IJJA Bureau of Reclamation Match

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5.18	Water and Sewer: Other
Broadband	
5.19	Broadband: "Last Mile" Projects
5.20	Broadband: IJA Match
5.21	Broadband: Other Projects
6: Revenue Replacement	
6.1	Provision of Government Services
6.2	Non-federal Match for Other Federal Programs
7: Administrative	
7.1	Administrative Expenses
7.2	Transfers to Other Units of Governments

2. BUDGET BY FUNCTION

2.1. Project Budget Lines.

2.1.1. "EC 6.1 - Provision of Government Services: Site Development" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition and improvement costs.

3. FUNDING

3.1. Matching/Other Funds. Grantee shall provide **at least 28%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §3.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Award Letter and/or Exhibit C.

3.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	EC 6.1 - Provision of Government Services: Site Development	\$1,475,000	\$1,050,000	\$425,000	Grantee
Total		\$1,475,000	\$1,050,000	\$425,000	

4. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

4.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

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Payment	Amount	
Interim Payment(s)	\$997,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$52,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$1,050,000	

5. EXPENDITURE CATEGORY MODIFICATIONS

5.1. Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

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Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1.** The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2.** The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3.** Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4.** These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1.** For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1.** "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2.** "Entity" means:
 - 2.1.2.1.** a Non-Federal Entity;
 - 2.1.2.2.** a foreign public entity;
 - 2.1.2.3.** a foreign organization;
 - 2.1.2.4.** a non-profit organization;
 - 2.1.2.5.** a domestic for-profit organization (for 2 CFR Parts 25 and 170 only);
 - 2.1.2.6.** a foreign non-profit organization (only for 2 CFR Part 170) only);
 - 2.1.2.7.** a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8.** a foreign for-profit organization (for 2 CFR Part 170 only).
 - 2.1.3.** "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4.** "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
 - 2.1.5.** "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

- 2.1.6.** “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7.** “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8.** “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9.** “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1.** Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2.** Is not organized primarily for profit; and
 - 2.1.9.3.** Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10.** “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11.** “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12.** “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13.** “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14.** “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15.** “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1.** Salary and bonus;
 - 2.1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4.** Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6.** Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

- 3.1.** Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2.** Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

- 4.1.** SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2.** UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

- 5.1.** Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1.** 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2.** \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3.** The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1.** If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1.** Reporting requirements in **§8** below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2.** The procurement standards in **§9** below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in **§11** below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in **Exhibit F** to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

8.1.1.1. EC 1 - Public Health

8.1.1.1.1. All Public Health Projects

- a. Description of structure and objectives
- b. Description of relation to COVID-19
- c. Identification of impacted and/or disproportionately impacted communities
- d. Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

8.1.1.1.2. COVID-19 Interventions and Mental Health (EC 1.4, 1.11, 1.12, 1.13)

- a. Amount of total project used for evidence-based programs
- b. Evaluation plan description

8.1.1.1.3. COVID-19 Small Business Assistance (EC 1.8)

- a. Number of small businesses served

8.1.1.1.4. Assistance to Non-Profits (EC 1.9)

- a. Number of non-profits served

8.1.1.1.5. COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 1.10)

- a. Sector of employer
- b. Purpose of funds

8.1.1.2 EC 2 - Negative Economic Impacts

8.1.1.2.1. All Negative Economic Impacts Projects

- a. Description of project structure and objectives
- b. Description of project's response to COVID-19
- c. Identification of impacted and/or disproportionately impacted communities
- d. Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e. Number of workers enrolled in sectoral job training programs
- f. Number of workers completing sectoral job training programs
- g. Number of people participating in summer youth employment programs
- h. Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

8.1.1.2.2. Household Assistance (EC 2.1-2.8)

- a. Number of households served

- b. Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
 - c. Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
 - 8.1.1.2.3.** Healthy Childhood Environments (EC 2.11-2.13)
 - a. Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
 - b. Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)
 - 8.1.1.2.4.** Education Assistance (EC 2.14, 2.24-2.27)
 - a. National Center for Education Statistics (“NCES”) School ID or NCES District ID
 - b. Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)
 - 8.1.1.2.5.** Housing Support (EC 2.15, 2.16, 2.18)
 - a. Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
 - b. Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)
 - 8.1.1.2.6.** Small Business Economic Assistance (EC 2.29-2.33)
 - a. Number of small businesses served
 - 8.1.1.2.7.** Assistance to Non-Profits (EC 2.34)
 - a. Number of non-profits served
 - 8.1.1.2.8.** Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 2.35-2.36)
 - a. Sector of employer
 - b. Purpose of funds
 - c. If other than travel, tourism and hospitality (2.36) – description of hardship
 - 8.1.1.3. EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**
 - 8.1.1.3.1.** Payroll for Public Health and Safety Employees (EC 3.1)
 - a. Number of government FTEs responding to COVID-19
 - 8.1.1.3.2.** Rehiring Public Sector Staff (EC 3.2)
 - a. Number of FTEs rehired by governments

8.1.1.4. EC 4 - Premium Pay

8.1.1.4.1. All Premium Pay Projects

- a. List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b. Numbers of workers served
- c. Employer sector for all subawards to third-party employers
- d. Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e. Number of workers to be served with premium pay in K-12 schools

8.1.1.5. EC 5 – Infrastructure Projects

8.1.1.5.1. All Infrastructure Projects

- a. Projected/actual construction start date (month/year)
- b. Projected/actual initiation of operations date (month/year)
- c. Location (for broadband, geospatial data of locations to be served)
- d. Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

8.1.1.5.2. Water and sewer projects (EC 5.1-5.18)

- a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c. Median Household Income of service area
- d. Lowest Quintile Income of the service area

8.1.1.5.3. Broadband projects (EC 5.19-5.21)

- a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b. Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury

Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):

- i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify

the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

8.1.1.6. All Expenditure Categories

8.1.1.6.1. Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See §8.11 above for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:

8.1.3.7.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or

regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.3. Whether the project prioritizes local hires.

8.1.3.7.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via **Exhibit G** – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontracts entered into by it pursuant to this Grant:

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3.** Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5.** Debarment and Suspension (Executive Orders 12549 and 12689). An Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7.** Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR Part 183. The regulations in 2 CFR Part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8.** Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.1.9.** Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits

recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1.** Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in **Exhibit E** and submit to State Agency with signed grant agreement.
- 13.2.** Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1.** These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2.** A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1.** Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2.** Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1.** By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2.** By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3.** By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4.** By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5.** By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: City of Ouray

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via **Exhibit G** – SLFRF Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontract under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or

- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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EXHIBIT F, SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1** The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

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Exhibit G – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:		Grant Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:			

This form serves as notification that there has been a change to the reporting requirements set forth in the original Intergovernmental Grant Agreement (SLFRF).

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original Intergovernmental Grant Agreement (SLFRF). All other terms and conditions of the original Intergovernmental Grant Agreement (SLFRF), with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

Date

State Agency Grant Manager

Date

EXHIBIT H-PII CERTIFICATION

STATE OF COLORADO THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of the City of Ouray (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Future Agenda Items/Work Sessions

- Land Use and Sign Codes:
 - Lodging Establishments (Special Use License)
 - Impact Fees
 - Parking Standards and Requirements
- Affordable Housing EQR Utility Offset Program
- Adopt Updated Zoning Map (Overlay District) with Land Use Code Update
- June 15 (TBD – 4:00 pm??) Rural Homes “Story Pole” Demonstration & Fellin Park Restroom Location Review
- EPS Housing Needs Assessment Preliminary Findings & Strategy (Thursday, June 22 at 1:00 pm)
- Alcohol at the pool (Late August Work Session to Determine Direction to Staff)
- (Non-Land Use) Code Revisions
- Additional Fee & Fine Schedules
- Workforce & Attainable Housing
- Alcohol – Entertainment/Consumption District on Main Street (In discussions)
- Water Conservation Incentive
- OIPI Water Use Agreement
- Dark Sky Ordinance

9-10 Water and Sewer Use Rates

**(DRAFT Changes from Ad-Hoc
Committee April 24, 2023)**

A. Water and sewer use rates will be calculated on the basis of a single family dwelling. An equivalency factor (EQR) will be applied to the base rate to scale fees to normal usage for the particular structure or business.

B. Rate Structure

TYPE OF FACILITY	PER UNIT/SPACE	SERVICE FEE	ADDITIONAL EQR
Single Family Dwelling	1.00	\$36.00 per property	
Multiple Family Dwelling Townhouse Condominium	1.00	\$36.00 per unit	.25 per public washing machine
Apartment Building	1.00 per apartment	\$36.00 per property	.25 per public washing machine
Permanent Trailers Mobile Home Park	1.00 per space	\$36.00 per property	
Overnight Mobile Home Park RV Park Campground	1.00 per Manager's Unit; .22 per space with sewer hookup; .11 per all other spaces	\$36.00 per property	.25 per public washing machine; 1.00 per public dump station
Hotels, Motels, Bed and Breakfasts	1.00 per Manager's Unit; .16 per bed; .02 per kitchen facility	\$36.00 per property	.05 per 1,000 gallons for swimming pools, hot tubs, etc; .25 per public washing machine; .03 per bed laundered on site

Hospitals Nursing Homes	.20 per bed	\$36.00 per property	
Churches	1.00 per parsonage; .01 per seat	\$36.00 per property	.70 per social area or kitchen facility
Private Clubs	.01 per seat	\$36.00 per property	.70 per social area or kitchen facility; 1.00 per bar
Schools	.06 per student	\$36.00 per property	
Offices, <u>Retail</u> , Day Workers Medical Center	.30 per 4,000 <u>1,500</u> sq. ft	\$36.00 per property	
Small Shops	.30 per space	\$36.00 per property	
Factories, <u>Manufacuri</u> <u>ng</u> Plants	.50 per 1,000 sq. ft	\$36.00 per property	
Movie Theaters Arenas	.50 per 1,000 sq. ft	\$36.00 per property	
Grocery Store Market	.30 per 1,000 sq. ft	\$36.00 per property	
Service Station	.50 per pump <u>1.00</u>	\$36.00 per property	
Car Wash	1.20 per wash bay	\$36.00 per property	
Laundry (Public)	.25 per machine	\$36.00 per property	
Laundry Business	1.00 per machine	\$36.00 per property	
Taverns/Bar/ <u>Tasting Room</u>	2.00 <u>1.00</u> per 1st 20 seats; .60 per additional 10 seats	\$36.00 per property	

Food Service	2.00 per 1st 20 seats; .60 per additional 10 seats	\$36.00 per property	
Deli, Ice Cream Parlor	1.00 per 1st 20 seats; .30 per additional 10 seats	\$36.00 per property	
Beauty/Barber Shop	1.00 per property	\$36.00 per property	
Private-Swimming Pool	.05 per 1,000 gallon if on City Water or Sewer System		
Ouray County Historical Society Museum	1.00 per museum unit	\$36.00 per property	
Daycare	.02 per child capacity	\$36.00 per property	
Emergency Response Facility	1.00 per facility	\$36.00 per property	

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- Need to Define "Public" regarding washing machines. Purpose: Usage by people not associated with property (i.e. hotel guest usage does not equal public machine or anyone else associated with the property)
- Need to review decoupling trash from EQRs (Move to one container per residential unit; payment for each additional container)

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C. Water and Sewer Rates

1. Water Base Rate is \$33.98 per month per EQR.
2. Sewer Base Rate is \$53.90 per month per EQR.
3. Yearly Service Fees for Water and Sewer are \$1.50 each.
4. Water Debt Surcharge is \$1.87 per month, per EQR.
5. Water System Upgrade Surcharge is \$20.00 per month per EQR.
6. Wastewater Treatment Surcharge is \$34.00 per month per EQR.

D. Special Charges

1. If any user is discharging toxic or other pollutants in concentrations higher than that of a

The Ouray Municipal Code is current through No. 1 (Series No. 2022), passed February 7, 2022.

residential user which causes increased treatment or system costs, a surcharge may be imposed based upon the excess concentrations.

2. All water user rates for users outside of the City limits shall be classified according to the above contained and set forth classifications, but the rates therefor shall be twice the rates applicable to users inside the City limits.

3. In all special cases where the water and sewer user does not come within any of the above set forth classifications and does not use a water meter due to unusual circumstances, or to unusual or intermittent requirements of the use of water and sewer, City Council may establish a special rate therefor, but no such special water and sewer rate contract shall be entered into for a period longer than one (1) year at a time and the rate or rates for such special usage of sewer and sewer under any special contract shall be based as nearly as may be practical upon general water and sewer rate structure herein provided.

4. In cases where there is a transfer of City utility account customers due to the conveyance of property served by the City's water and sewer system, there shall be a \$25.00 Utility Account Transfer Charge billed to the new property owner as a new customer of the utility account. This charge shall be incurred and billed at the time of such transfer, with payment due within thirty (30) days of billing.

4.5. **Need to Discuss Seasonal/Temporary Tables and Seating**

E. Additional Provisions

All customers shall be required to properly complete and submit to the City, information, declarations, and surveys upon the City's request, as appropriate to facilitate the administration of this Chapter and the EQR system.

(Source: Ordinance No. 10, 2021; Ordinance No. 12, 2020; Ordinance No. 5, 2019; Ordinance No. 9, 2018; Ordinance No. 8, 2016; Ordinance No. 10, 2015; Ordinance No. 10, 2014; Ordinance No. 11, 2013)

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May 29, 2023

Mayor Ethan Funk, City Council, and City Administrator of Ouray, Colorado:

Ouray Ice Park, Inc. (OIPI) and the City of Ouray (the City) have a long-term Management Agreement for OIPI to build and operate the Ouray Ice Park each season.

OIPI, the City, and Mr. Eric Jacobson, owner of private land comprising the south end of the Ouray Ice Park, desire to ensure that the entirety of the Ouray Ice Park continues permanently to be a major component of Ouray rightfully calling itself the Outdoor Recreational Capital of Colorado.

OIPI and Mr. Jacobson have entered into a perpetual, non-exclusive easement for OIPI to operate an ice climbing park on Mr. Jacobson's land in the Ouray Ice Park.

OIPI hereby affirms its intent and commitment to operate the Ouray Ice Park as a seamless unit, including Mr. Jacobson's land, in accordance with the Management Agreement between the City of Ouray and OIPI.

Regards,

A handwritten signature in blue ink, appearing to read "Lora Slawitschka", is written over a faint, illegible printed name.

Lora Slawitschka, President
OIPI Board of Directors

Attachment: Easement Agreement between Mr. Jacobson and OIPI

WHEN RECORDED, RETURN TO:
Brownstein Hyatt Farber Schreck, LLP
410 17th St., Suite 2200
Denver, CO 80202
Attn: Greg Vallin, Esq.

RECREATIONAL OPERATIONS AND ACCESS EASEMENT

THIS RECREATIONAL OPERATIONS AND ACCESS EASEMENT (this "**Agreement**") is made and entered into as of MAY 27, 2023, by and between ERIC R. JACOBSON, an individual ("**Grantor**"), and OURAY ICE PARK, INC., a Colorado nonprofit corporation ("**Grantee**").

RECITALS

A. Grantor owns that certain real property located in the County of Ouray, State of Colorado, more particularly described in **Exhibit A** attached hereto (the "**Easement Property**").

B. Grantor operates the Ouray Hydroelectric Project pursuant to Federal Energy Regulatory Commission ("**FERC**") License, Project No. 733-101 (the "**Hydroelectric Project**"). The Hydroelectric Project includes certain structures, including a penstock, trestles, foot bridges, ladders and catwalks (the "**Project Improvements**").

C. Grantee operates a public ice climbing park in the County of Ouray, State of Colorado, commonly known as the "Ouray Ice Park" (the "**Park**"). The Park is presently operated at the Easement Property.

D. The parties desire to establish a perpetual, nonexclusive recreational operations and access easement across the Easement Property for the benefit of Grantee and Grantee Parties (as defined below), on the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree and covenant as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, for the use of Grantee and Grantee's employees, contractors, agents, licensees, invitees, successors and assigns (the "**Grantee Parties**"), a perpetual, nonexclusive easement in gross, on over, under, across, and through the Easement Property for access and recreational uses compatible with the continued operation of the Park (the "**Easement**"), including, without limitation, (i) guided and unguided ice climbing, ice climbing courses, tours, competitions and festivals, and related recreational activities ancillary to the foregoing, and (ii) construction, maintenance, repair, restoration, alteration, and replacement of the bridges, stairs, fixed ropes, restroom facilities, and other improvements and facilities now existing or hereafter constructed at the Easement Property (the "**Park Improvements**"; Park Improvements and Project Improvements may be collectively referred to herein as "**Improvements**"). Notwithstanding the foregoing, uses incompatible with the Hydroelectric Project are not permitted on the Easement Property. Uses will be deemed incompatible with the Hydroelectric Project if they materially prevent, impair, or otherwise frustrate operation of the Hydroelectric Project, as determined by Grantor in its reasonable discretion.

2. **Maintenance/FERC Requirements/Alterations.**

(a) **Maintenance of Park Improvements.** Grantee shall, at its own cost, maintain, repair, alter, and replace the Park Improvements as necessary to keep them in safe and good working order.

(b) **FERC Requirements.** If FERC or any other governmental agency having jurisdiction over the Easement Property imposes upon Grantor any requirements for signage or safety-related improvements at the Easement Property, including, without limitation, modifications, improvements or other alterations to existing Improvements (collectively, "**Safety Improvements**") resulting from and necessitated by the Easement and the uses thereof by Grantee and Grantee Parties, Grantee agrees, at its election, either to (i) make the Safety Improvements at its cost, or (ii) eliminate the conditions or uses giving rise to such requirements, whether by restricting certain uses or access to certain locations; provided, however, if such Safety Improvements would provide any additional, non-safety-related benefits to Grantor, then the costs thereof shall be reasonably and equitably apportioned between Grantor and Grantee. Grantee and Grantor shall coordinate in good faith to implement such Safety Improvements

or modifications to the use of the Easement Property in a manner that minimizes interruption to the recreational activities at the Park and the operation of the Hydroelectric Project.

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ER)

(c) **Grantor Alterations.** With the exception of the Safety Improvements, Grantor shall not alter the Park Improvements without first obtaining the prior written consent of Grantee. Further, Grantor agrees that it will not cause to be constructed any building, structure or other improvement of any kind on the Easement Property unless (i) Grantor determines in its reasonable discretion that such improvements are necessary for the continued operation of the Hydroelectric Project in its ordinary course, or (ii) Grantor and Grantee mutually agree upon such improvement in writing.

3. **Grantor's Retained Rights.** Grantor reserves the right of ownership, use, and occupancy of the Easement Property, including the right to operate the Hydroelectric Project on the Easement Property. Except as required for the operation of the Hydro Electric Project, Grantor shall not use the Easement Property for any purpose that unreasonably interferes with or impairs the use and enjoyment of the Easement Property by Grantee or Grantee Parties.

4. **Compliance with Law.** Grantee shall at all times comply with all laws, regulations and ordinances applicable to Grantee's operations and maintain in full force and effect all permits and approvals which may be required in order to engage in Grantee's operation of the Park and related recreational activities, provided that the foregoing shall not impose upon Grantee any obligation to comply with any laws, regulations or ordinances applicable to the Hydroelectric Project, which shall remain Grantor's sole obligation.

5. **Duration.** The Easement created by this Agreement shall be a servitude running with the Easement Property in perpetuity for so long as Grantee continues to use the Easement Property for commercial recreational purposes, and shall be a burden and benefit to Grantor and Grantor's heirs, executors, administrators, and all other successors with respect to the Easement Property. If Grantee ceases to use the Easement Property for commercial recreational purposes for a period of more than two years Grantor shall have the right to terminate the Easement and this Agreement upon 30 days written notice.

6. **Discharge of Liens.** Grantee shall not cause the Easement Property or any portion thereof, to become subject to any attachment, judgment, lien, charge, or encumbrance resulting from the acts or omissions of Grantee, or any Grantee Parties, and shall indemnify and hold harmless Grantor against all reasonable losses, costs, and expenses, including reasonable attorneys' fees and costs with respect thereto. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Property.

Right

A. **Colorado Recreational Use Act.** Grantee's use of the Easement Property occurs in part, through an agreement with the City of Ouray. It is the intent of the Parties that they should be protected from liability by the Colorado Recreational Use Statute, COLO. REV. STAT. §33-41-101, et seq. (the CRUS), and the Colorado Governmental Immunity Act, COLO. REV. STAT. §24-10-101 et seq (the CGIA). This Agreement shall be construed, to the extent possible, to allow the full protection of such statutory protections to the Parties. Grantee shall operate and maintain the Easement Property in a manner to ensure the protections of these statutes with regard to Recreational Users.

WARRANTY

7.

8. **Default.** If either party is in default under or breaches any provision of this Agreement and fails to cure such breach within 15 days after written notice from the non-breaching party, the non-breaching party shall be entitled to pursue any and all available rights and remedies, whether legal or equitable, including, without limitation, specific performance. All such remedies, including those set forth in this Agreement, shall be cumulative, except that neither party shall be entitled, and Grantor and Grantee each hereby waive any right, to recover consequential, punitive, special or indirect damages or lost profits. Notwithstanding the other remedies provided under this Agreement, in the event of an uncured breach that continues for more than one year after written notice the nonbreaching party may terminate the Easement and this Agreement by providing written notice of such termination. Each of the parties hereto may enforce the terms of this Agreement by appropriate action and the prevailing party in any such action shall recover as part of its costs, reasonable attorneys' fees and costs associated with such enforcement.

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9. **Miscellaneous.**

(a) **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either (i) hand delivered; (ii) mailed by registered or certified mail, return receipt requested; (iii) delivered by overnight delivery service such as Federal Express or United Parcel Service; (iv) or sent via e-mail. Service of such notice shall be deemed given and received when personally delivered, or three (3) business days after mailing properly addressed with postage prepaid, or the day sent via e-mail, or the day following the delivery to an overnight delivery service with delivery charges prepaid. All notices shall be given to the required Party at the following address:

ERJ = Addressed consent



If to Grantor:

Eric Jacobson

If to Grantee:

Ouray Ice Park, Inc.

3
[Signature]

Attention:

Email:

Attention:

Email:

With a copy to:

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202

Attention:

Email:

Attention: Greg Vallin, Esq.
Email: gvallin@bhfs.com

(b) Agreement for Exclusive Benefit of Parties. Except to the extent specifically set forth herein, the provisions of this Agreement are for the exclusive benefit of the Parties hereto, and not for the benefit of any other persons, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any parties other than Grantor or Grantee.

(c) No Partnerships, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement contained nor any acts of Grantor or Grantee shall be deemed or construed by Grantor or Grantee, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between and among Grantor or Grantee.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The parties consent to jurisdiction in Colorado and venue shall be exclusively in Ouray County, Colorado.

(e) Entire Agreement; Severability. This instrument, together with the exhibits attached hereto and incorporated herein by reference, contains the entire agreement of the parties with respect to the subject matter hereof and may not be modified in any manner except by written instrument signed by both parties. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

(f) Counterpart Signatures. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original and such counterparts shall together constitute one and the same instrument.

(g) Recording. This Agreement shall be recorded in the real property records of the Ouray County, Colorado Clerk and Recorder.

[Signature pages and acknowledgments follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

GRANTOR:

Eric Jacobson

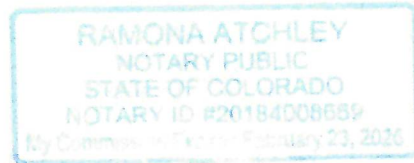
STATE OF

Colorado

) ss.

COUNTY OF

San Miguel



The foregoing instrument was acknowledged before me this 27 day of May, 2023, by Eric Jacobson, as Grantor.

Witness my hand and official seal.

My commission expires: 2/23/2026

Ramona Hehl
Notary Public

27 May '23

Eric Jacobson
ERIC JACOBSON (Signature)

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9/1

Grantor Signature Page
Recreational Operations and Access Easement
Ouray County, Colorado

GRANTEE:

OURAY ICE PARK, INC.,
a Colorado nonprofit corporation

By:

Name:

Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023,
by _____ as _____ of Ouray Ice Park, Inc., a Colorado nonprofit
corporation, as Grantee.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page of Grantee] □

Grantee Signature Page
Recreational Operations and Access Easement
Ouray County, Colorado

EXHIBIT A
Grantor Property

ROSEVELT PLACER MINING CLAIM, UNITED STATES SURVEY NO. 16036, UNCOMPAGHRE
MINING DISTRICT, COUNTY OF OURAY, STATE OF COLORADO

EXHIBIT A

GRANTEE:

OURAY ICE PARK, INC.,
a Colorado nonprofit corporation

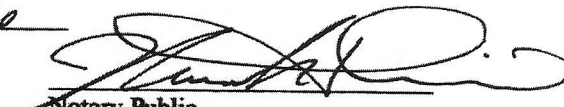
By: Peter A. O'Neil
Name: Peter A. O'Neil
Title: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 23rd day of May, 2023, by Peter O'Neil as Executive Director of Ouray Ice Park, Inc., a Colorado nonprofit corporation, as Grantee.

Witness my hand and official seal.

My commission expires: 11-10-2026


Notary Public

[Signature page of Grantee]

NEVAEH RAE DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224043031
MY COMMISSION EXPIRES 11/10/2026

Grantee Signature Page
Recreational Operations and Access Easement
Ouray County, Colorado