

**AGENDA
OURAY CITY COUNCIL**

Monday, April 15, 2024 - 6:00 PM

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

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

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

Ouray City Council Regular Meeting

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

1. CALL TO ORDER
2. ROLL CALL
3. Consideration of a Request from Councilor Peggy Lindsey to Participate in this Meeting Remotely, per Resolution 4, Series 2022 - Remote Participation Policy for Council Members
4. PLEDGE OF ALLEGIANCE
5. PUBLIC HEARING - Ordinance 2, Series 2024 - Repealing a Portion of the Ouray Municipal Code Regarding Trash and Recycling
6. APPROVAL OF MINUTES
7. CITIZENS' COMMUNICATION
8. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
9. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Director of Finance and Administration
 - c. Community Development Director
 - d. Information Technology Director
 - e. Communications and Community Engagement Coordinator
10. CONSENT AGENDA
 - Letter of Engagement with Blair & Associates for 2023 Financial Audit
 - Liquor License Renewal - Ouray Brewery
11. ACTION ITEMS
 - a. Ordinance 2, Series 2024 - Repealing a Portion of the Ouray Municipal Code Regarding Trash and Recycling - Second Reading
 - b. Software as a Service Agreement with Caselle, Inc.
 - c. Colorado Statewide Internet Portal Authority (SIPA) Agreement for State-mandated Accessibility Changes
 - d. Easement for SMPA Power Line and Related Facilities at the Water Treatment Plant
 - e. Memorandum of Understanding with Colorado Department of Local Affairs Regarding the Colorado Main Street Program

- f. Professional Services Agreement with Photonic Media, LLC for the Creation of the City's 150th Anniversary Production
- 12. DISCUSSION ITEM - Future Agenda Items
- 13. ADJOURNMENT

CITY OF OURAY

ORDINANCE NO. 02 (Series 2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO REPEALING CHAPTER 12-4 OF THE OURAY MUNICIPAL CODE AND LEAVING A PLACE HOLDER FOR FUTURE REGULATIONS.

WHEREAS Staff has reviewed Chapter 12-4 and the other Sections of Chapter 12 and has determined that Chapter 12-4 is no longer applicable and should be repealed.

WHEREAS this Ordinance is adopted for the health, safety, and welfare of the public.

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

SECTION 1: REPEAL

Section 12-4 of Chapter 12 is repealed and replaced as follow:

12-4 Reserved

SECTION 2: EFFECTIVE DATE.

The provisions of this Ordinance shall become effective thirty (30) days following final publication.

SECTION 3: SEVERABILITY.

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by _____ vote of the Ouray City Council this 1st day of April 2024.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council this ____ day of April 2024.

CITY OF OURAY, COLORADO

Ethan Fink, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 02 (Series No. 2024), was introduced, read, and passed by the Ouray City Council on first reading on _____, 2024. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2024 and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2024, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk



Ouray City Council Regular Meeting

Monday, April 1, 2024 6:00 PM

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

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

Also present were: City Administrator Silas Clarke, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Acting Police Chief Gary Ray, Community Development Director Kristen Clothier, IT Director Rich Willis (via Zoom), and City Attorney Carol Viner.

1. CALL TO ORDER

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

2. ROLL CALL

3. Consideration of a Request from Councilor Peggy Lindsey to Participate in this Meeting Remotely, per Resolution 4, Series 2022 - Remote Participation Policy for Council Members

Motion to allow Councilor Lindsey to participate remotely. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Abstain (With Conflict), Josh Smith: Yea, Michael Underwood: Yea

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited

6. APPROVAL OF MINUTES - March 18, 2024 Meeting

Motion to approve minutes, adding "All Points Transit" clarifier to "bus" in Mayor Pro Tem Smith's council report. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

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

5. CEREMONIAL/INFORMATIONAL

a. Cimarron Athletic Field at Ridgway Secondary School

Leslie Chang and Peter Hessler presented the need for an improved athletic field in Ridgway for the combined Ridgway/Ouray/Silverton Schools' track and soccer teams, noting that several regional schools would be interested in using the track as well. Ms. Chang said they have received about 30% of the total funds needed in pledges from the Ridgway School District and a private firm. Councilor Gulde asked what they were looking for from the City of Ouray. Ms. Chang said they were asking for \$5000 from the Town of Ridgway and \$10,000 from Ouray County, so anything along those lines would be reasonable. Councilor Gulde explained the budget timeline and said that Mr. Hessler and Ms. Chang should submit a

request for the 2025 budget in the fall. Ms. Chang and Mr. Hessler understood, but asked if the Council could write a letter of support for now to help receive grant and matching funding.

7. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. Ouray School District Superintendent Tod Lokey spoke in support of the Athletic Field. Since there were no other comments, Mayor Funk closed the floor.

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

Councilor Gulde - attended the OIPI public meeting on March 20th, and the park officially closed on March 24th. OIPI discussed tree removal in the park, the Ice Park Sustainability Group did a short presentation that they will also do at the IPAT meeting on April 3rd, and OIPI did a short presentation of the 10-year plan draft. Attended the Ice Park Staff Cookoff on March 17th, and the sponsor thank you at Twin Peaks on March 25th. The TAC meeting went well with Logan Tyler as the new chairperson. The committee was informed of Ms. Rhoten's plans for her maternity leave. Friends of the Ouray Hot Springs meeting, gave group updates from Council work session on March 18th.

Councilor Lindsey - there has been no Beautification Committee meeting since the last council meeting. The next meeting is on April 3rd and the committee will be discussing wrapping the trees at the Riverwalk Trail, flower baskets at Box Canon, a Spring Cleanup day, Riverwalk Trail cleanup days, a Fellin Park cleanup day, and the flower delivery schedule.

Councilor Underwood - no PARC meeting in April, OEDC meeting on March 21st, there was money leftover from the Micro-Grant program, so the committee is asking for more applications.

Mayor Pro Tem Smith - attended the All Points Transit open house for the new shuttle service. Councilor Underwood asked if the shuttle went all the way to the airport. Mayor Pro Tem Smith said that the "OurWay" shuttle does not, but you can get on another shuttle to the airport from the transfer station for no additional fare.

Mayor Funk - The State Mineral Impact Fund awarded the entire grant amount asked for the Ouray Home Trust's rental project on Oak Street.

9. DEPARTMENT REPORTS

a. City Administrator

Mr. Clarke gave an overview of his report.

b. Acting Police Chief

Acting Chief Ray gave an overview of his report.

c. Fire Chief

Report in packet

d. Public Works Director

Mr. Coleman said the skate park demolition has taken up most of Public Works' time over the past week, and that they've already hauled off 50 tons of concrete and estimate there's still another 25 tons to haul away. City is discussing with the contractor and engineers the tie-in procedure for water from the new treatment plant.

e. City Resources Director

Report in packet.

f. Tourism and Destination Marketing Director

Report in packet

10. CONSENT AGENDA

- **Accept Jason Perkins' Resignation from the Main Streets Committee**
- **Liquor License Renewal - TABJ Company LLC dba Silver Eagle Saloon**
- **Liquor License Renewal - Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs**

Motion to approve the Consent Agenda. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

11. ACTION ITEMS

- a. Ordinance 2, Series 2024 - Repealing a Portion of the Ouray Municipal Code Regarding Trash and Recycling

Motion to approve Ordinance 2, Series 2024. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

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

- b. Resolution 4, Series 2024 - Tourism Department Social Media Policy

Motion to approve Resolution 4, Series 2024. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

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

- c. Resolution 5, Series 2024 - Allowing the Ice Park Competition Climbing Tower to Remain in Place for 2 Years

Motion to approve Resolution 5, Series 2024. This motion, made by Michael Underwood and seconded by Tamara Gulde, Carried.

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

- d. Resolution 6, Series 2024 - Approving Submission of an EIAF Grant for the Waterview Project

Ms. Clothier gave an overview of the grant request.

Motion to approve Resolution 6, Series 2024. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

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

- e. Resolution 7, Series 2024 - Designating 15 Minute Parking Spots

Councilor Underwood questioned whether the Beaumont spots were included on the list. Ms. Viner determined that in 2000, the City leased 3 spots along the highway for check in and unloading for 40 years, and so are not included in this resolution.

Motion to approve Resolution 7, Series 2024. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

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

- f. Appoint Logan Tyler as the TAC Representative to the Main Street Committee

Motion to appoint Logan Tyler as the TAC representative to the Main Streets Committee. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

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

12. DISCUSSION ITEMS

a. Schedule Dark Skies Work Session

May 20th at 4 pm

April 15th work session for Parks Strategic Plan from 3-5pm

b. Future Agenda Items

13. ADJOURNMENT

Motion to adjourn at 7:41 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, April 1, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, April 1, 2024.

Melissa M. Drake, City Clerk

P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

City Administrator
Report for April 15, 2024
City Council April 1 – 12, 2024

Parks and Recreation Director:

KRW stated the response has already been strong for the position. Applications are due May 3rd at 5:00 pm to apply@krw-associates.com.

Geothermal Alternative Heat Source (OX2 to OX6):

Ryan Heine stated on Friday, April 12th that the City should be receiving a draft agreement within the next couple of weeks to allow a heat exchanger between OX2 and OX6 wells.

PST Engineering (Main Streets RMS CDOT Project):

Please find the draft pedestrian improvements attached to this report for the horseshoe, 6th Ave and Visitor's Center crossings. These will be presented to CDOT this week for their initial reaction.

Storm Sewer:

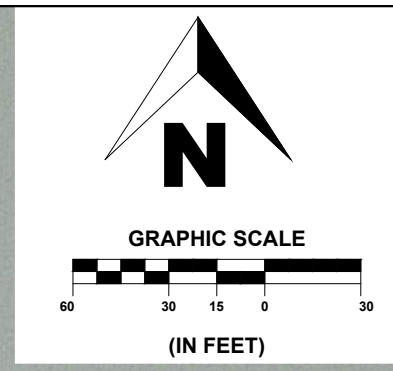
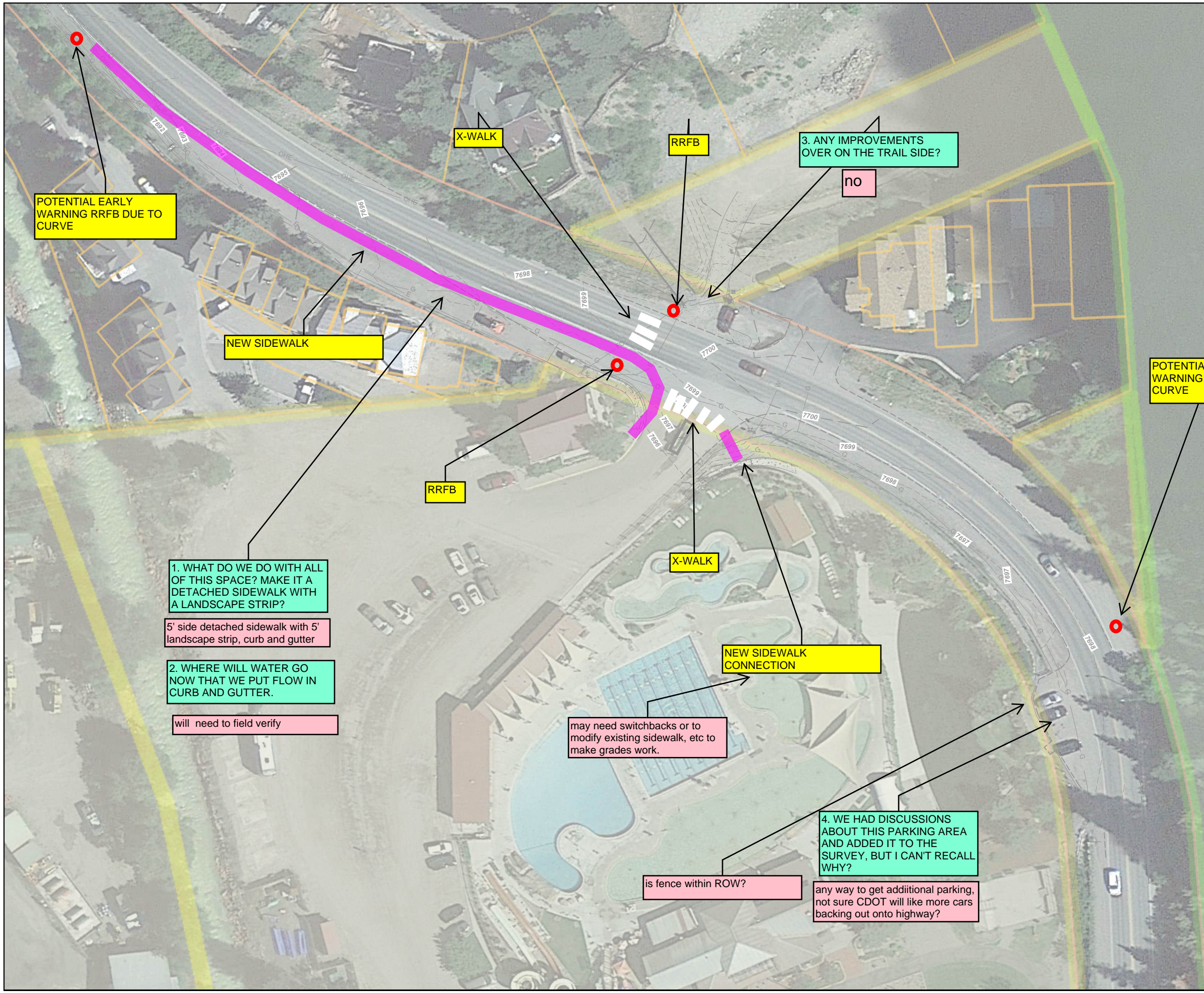
I have requested a proposal from PST Engineering for storm sewer review of the Ouray Hot Springs Pool parking lot. I plan to have this proposal on a May agenda for Council consideration.

Parking Study:

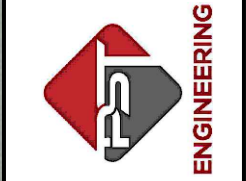
I have also requested a combined proposal for a City of Ouray parking study from Fehr & Peers (Transportation Solutions) and PST engineering. This proposal will also be on a future meeting agenda.

Crystal Reservoir:

See attached information.



PST ENGINEERING, LLC
 2615 MAIN AVE. SUITE 209
 DURANGO, CO 81301
 970-403-5492



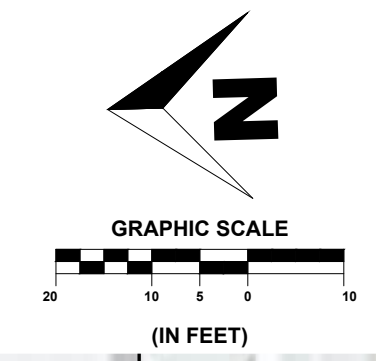
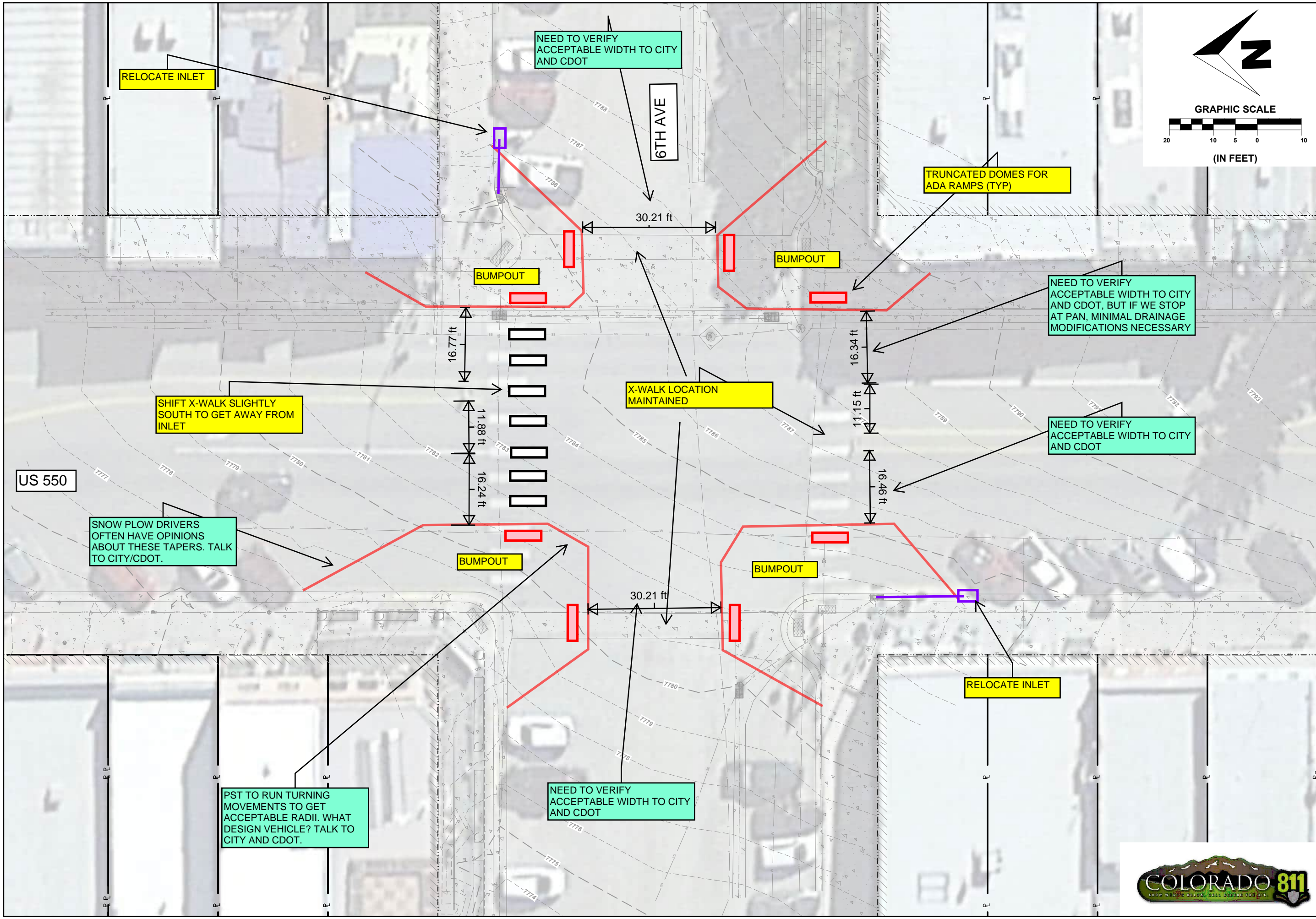
OURAY RMS
 US HIGHWAY 550
 OURAY, CO 81432
 OURAY VISITOR CENTER
 EX. CONDITIONS

REVISIONS:		DATE	DESCRIPTION	SHEET
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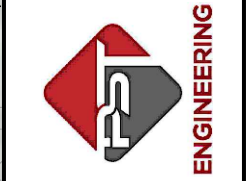
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 CHECKED BY: SP



PRELIMINARY



PST ENGINEERING, LLC
2615 MAIN AVE. SUITE 209
DURANGO, CO 81301
970-403-5492



OURAY RMS
US HIGHWAY 550
OURAY, CO 81432
6TH AVENUE
EX. CONDITIONS

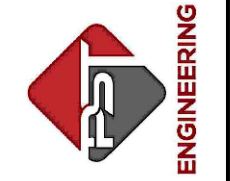
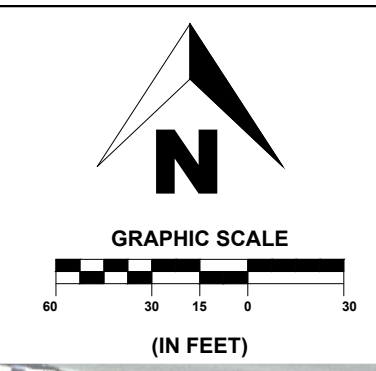
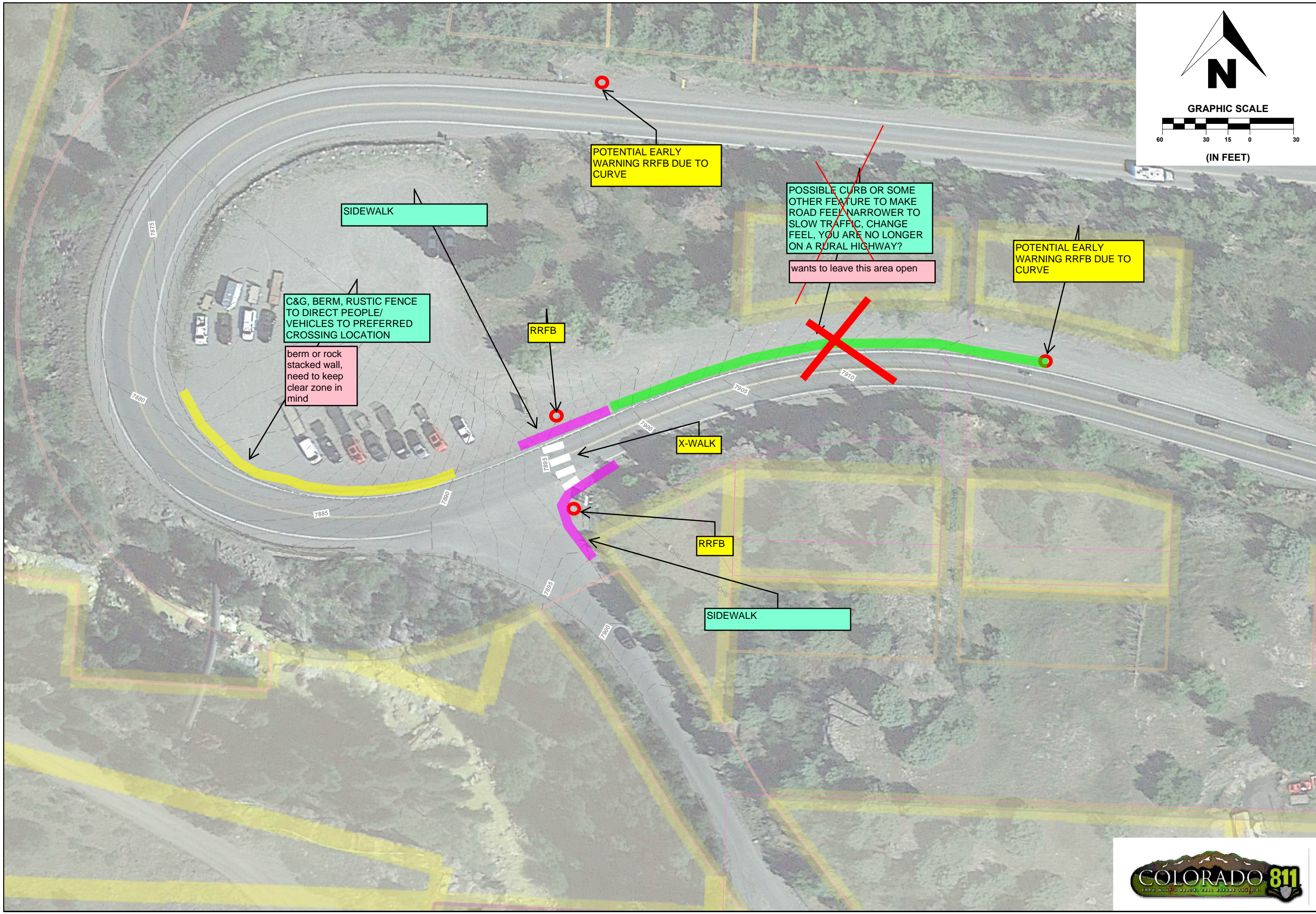
REVISIONS:

#	DATE	DESCRIPTION	SHEET

DATE: 03/27/2024
DRAWN BY: HR
CHECKED BY: SP



PRELIMINARY



OURAY RMS
US HIGHWAY 550
OURAY, CO 81432
COUNTY ROAD 361
EX. CONDITIONS

REVISIONS:

#	DATE	DESCRIPTION	SHEET

DATE: 03/27/2024
DRAWN BY: HR
CHECKED BY: SP

PRELIMINARY





Grand Mesa, Uncompahgre and Gunnison National Forests

Forest Service News Release

Public Affairs Officer: Kimberlee Phillips

(970) 874-6717

kimberlee.phillips@usda.gov

www.fs.usda.gov/gmug



Public Affairs Specialist: Brittany Perrin

(970) 874-6641

brittany.perrin@usda.gov

Drawdown Set to Occur on Crystal Reservoir

Public access restricted due to public safety concerns

Montrose, Colorado, April 15, 2024 — Beginning this week, the Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests' Ouray Ranger District will begin drawing down Crystal Reservoir to address structural concerns with Full Moon Dam. This action is being taken as a precautionary measure to mitigate potential public safety concerns during spring runoff.

Recent assessments have revealed slumping of the earthen dam, indicating potential structural concerns. Although there is currently no imminent danger, in preparation for spring runoff and prioritizing public safety, forest officials have decided to temporarily close access to the dam and conduct a drawdown process to mitigate potential risks.

Drawing down the reservoir will take several days and consists of lowering the water level to below the face of the dam. Once the drawdown process is complete, dam engineers will conduct a more detailed inspection, which is anticipated in June. Following the inspection of the dam, forest officials will be able to assess better the next steps needed to safeguard the dam and reservoir.

While the drawdown is occurring, the Forest Service has issued a Forest Closure Order for the area, including access across the dam to National Forest System Trail #210 – Hayden trail. It is expected that once drawdown is complete, the area and trail closure will be lifted. Detailed closure information and a map can be found here https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd1171887.pdf.

“We appreciate the cooperation and understanding of the public during this critical period,” said Dana Gardunio, Ouray District Ranger. “Public safety is our top priority and our team, in conjunction with our state and local partners are working to address the situation as quickly as possible.”

For information and updates on current fire restrictions, conditions, and recreation opportunities on the Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests, visit the [forest website](#). Connect with us on social media ([X \(Twitter\)](#) and [Facebook](#)).

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The Grand Mesa, Uncompahgre & Gunnison National Forests manage approximately 3 million acres of land in Southwest Colorado within Delta, Garfield, Gunnison, Hinsdale, Mesa, Mineral, Montrose, Ouray, Saguache, San Juan and San Miguel counties.





**U.S. Department of Agriculture, U.S. Forest Service
Uncompahgre National Forest
Ouray Ranger District**

Crystal Reservoir Area and Trail Closure Order

PROHIBITIONS

Pursuant to 16 U.S.C. § 551 and 36 C.F.R. § 261.50(a) and (b), the following are prohibited on the National Forest System (NFS) lands and National Forest System trail (NFST) in the Ouray Ranger District, Uncompahgre National Forest, described below and shown on the attached map incorporated into this Order as Exhibit A (the "Described Area and Trail"):

1. Going into or being upon the Described Area. 36 C.F.R. § 261.53(e)
2. Being on the Described Trails. 36 C.F.R. § 261.55(a)

EXEMPTIONS

Pursuant to 36 C.F.R. § 261.50(e), the following persons are exempt from this Order:

1. Any Federal or State Officer or contractor of any Federal or State government enforcing this Order or working as an inspector or reviewer of any part of the dam or reservoir.
2. Persons with Forest Service Permit No. FS-7700-48 (Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order), specifically exempting them from this Order or a written determination by a Forest Service authorized officer that a permit is not required under 36 C.F.R. § 251.50(e)(1) or (2).
3. Any Federal, State, or Local Officer, or member of an organized rescue or firefighting resource in the performance of an official duty.

DESCRIBED AREA AND TRAIL

The Described Area is the Crystal Reservoir (shown on USGS and Forest Service maps as Crystal Lake) water surface and dam (also known as Full Moon Creek Dam) from the NE downstream corner toe of the dam along the toe of the SE lateral dam, then along the edge of the Crystal Lake around to the NW toe of the main dam, then along the toe of the dam back to the NE corner. The Described Area is located in the NW1/4 of Sec.29, Township 43 North, Range 7 West of New Mexico Prime Meridian.

The Described Trail is segment of the Hayden Trail NFST#210 from the edge of the parking lot at US 550 on the NE side of the dam, across the dam to the NW edge of the dam, located in the NW1/4 of Sec.29, Township 43 North, Range 7 West of New Mexico Prime Meridian. .


PURPOSE

The purpose of this Order is to protect public health and safety due to potentially unsafe conditions at the Crystal Reservoir dam.

IMPLEMENTATION

1. This Order shall be in effect from April 15, 2024 at 12:01am through June 30, 2024 at 11:59pm, unless rescinded.
2. A map identifying the Described Area and Trail is attached and made part of this Order as Exhibit A. For a digital version of this Order and Exhibit A, go to <https://www.fs.usda.gov/alerts/gmug/alerts-notice>.
3. Unless otherwise expressly defined in this Order, the terms used in this Order are defined by the regulations of the Secretary of Agriculture, 36 C.F.R. Chapter II, Parts 200-299. If there are terms in this Order that are not expressly defined in the Order or 36 C.F.R. Chapter II, Parts 200-299, their meaning shall be determined by their plain language definitions.
4. A violation of the above prohibitions is punishable as a Class B misdemeanor by a fine of not more than \$5,000 for individuals and \$10,000 for organizations, or by imprisonment for not more than six months, or both. 16 U.S.C. § 551; 18 U.S.C. §§ 3559, 3571, and 3581.
5. Contact the Ouray Ranger District in Montrose CO, (970) 240-5300, and Grand Mesa, Uncompahgre and Gunnison National Forest Supervisor's Office in Delta CO, (970) 874-6600, for more information about this Order.
6. This Order supersedes any previous Orders prohibiting the same or similar acts in or on the same Described Area or Trail.

Signed and issued on April 15, 2024.

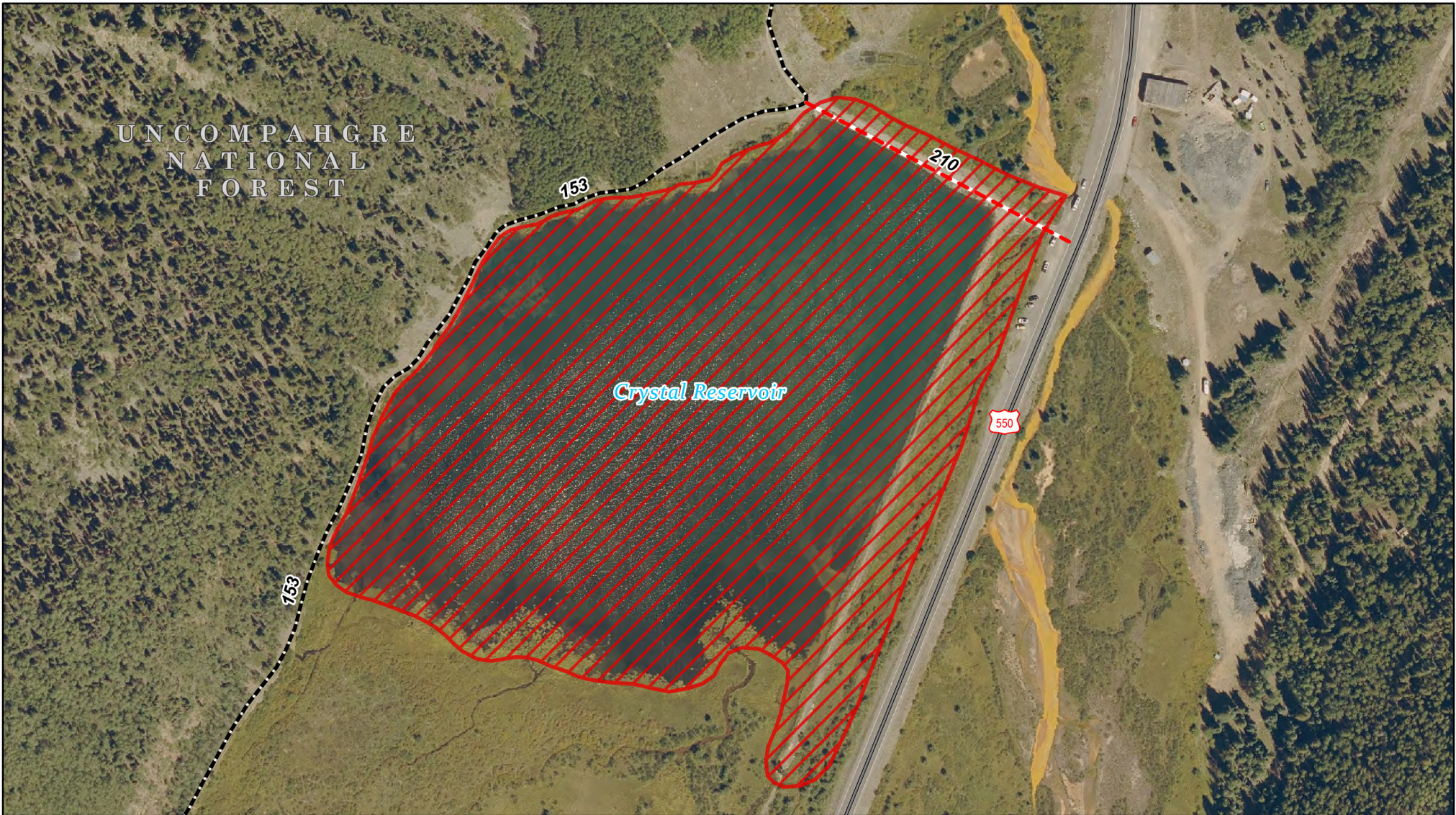
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PITTS
Date: 2024.04.15
07:57:57 -06'00'

JAMES PITTS
Acting Forest Supervisor
Grand Mesa, Uncompahgre and Gunnison National Forests



Exhibit A - Crystal Reservoir Closure | Order # GMUG-2024-03




Grand Mesa, Uncompahgre and Gunnison National Forests | Ouray Ranger District



The described Area is located in:
 Section 29, T.43N R.7W
 New Mexico Principal Meridian

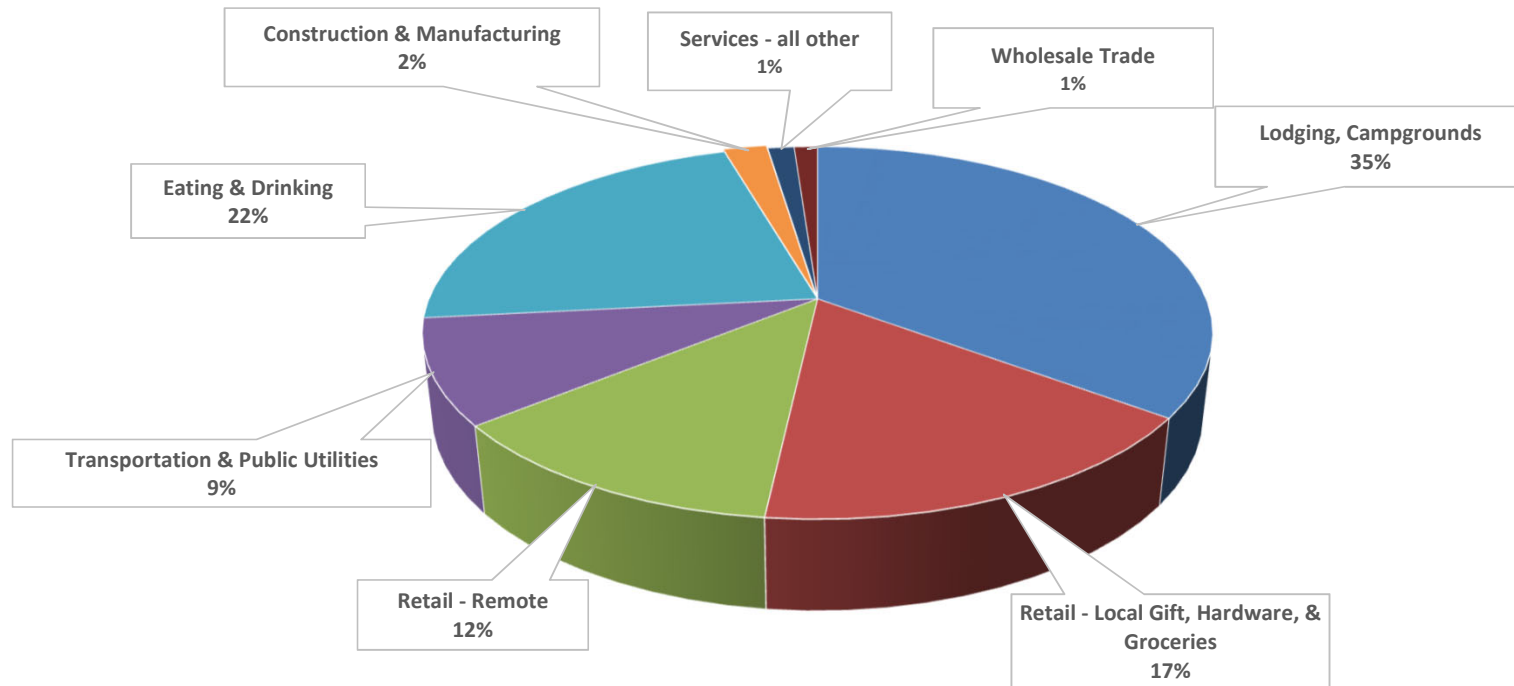
Disclaimer

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

-  Described Area
-  Described Trail
-  Trail



City of Ouray
February 2024 Sales Tax Revenues by Business Category
(received in April 2024)

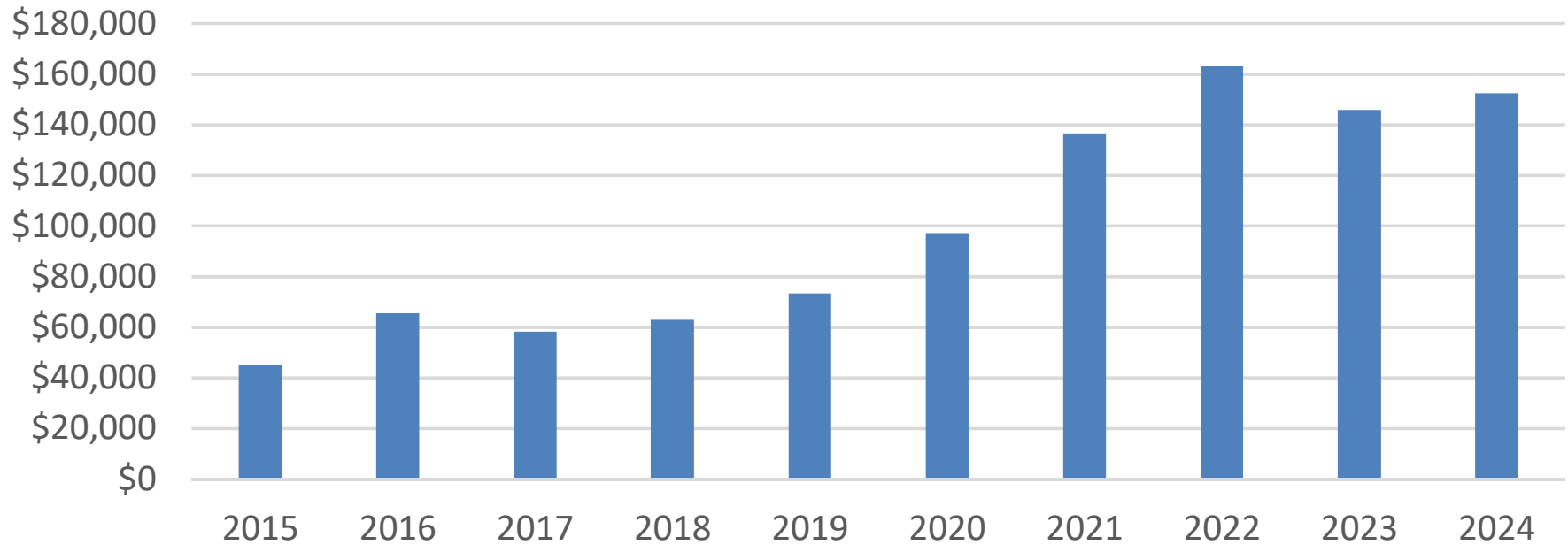


CITY OF OURAY
2024 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

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

2024 SALES TAX REVENUES BY BUSINESS CATEGORY							
(1) Funds received by City in: July (mostly re: May)							
Business Category	January	February	March	April	May	June	
Lodging, Campgrounds	\$ 32,828.21	\$ 55,664.35	\$ 56,276.56	\$ 53,525.63			
Retail - Local Gift, Hardware, & Groceries	\$ 24,774.67	\$ 41,173.24	\$ 30,254.11	\$ 25,475.53			
Retail - Remote	\$ 29,570.18	\$ 42,416.98	\$ 21,475.85	\$ 19,000.83			
Transportation & Public Utilities	10,498.73	13,123.23	16,179.72	13,914.72			
Eating & Drinking	22,336.34	25,615.00	25,070.51	33,719.56			
Construction & Manufacturing	9,316.95	4,858.16	2,569.79	3,241.48			
Services - all other	4,352.93	3,571.60	2,217.80	1,955.06			
Wholesale Trade	1,696.14	1,730.82	2,139.13	1,737.68			
TOTAL	\$ 135,374.15	\$ 188,153.38	\$ 156,183.47	\$ 152,570.49	\$ -	\$ -	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, Campgrounds							\$ 198,294.75
Retail - Local Gift, Hardware, & Groceries							\$ 121,677.55
Retail - Remote							\$ 112,463.84
Transportation & Public Utilities							53,716.40
Eating & Drinking							106,741.41
Construction & Manufacturing							19,986.38
Services - all other							12,097.39
Wholesale Trade							7,303.77
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 632,281.49

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



Notes: Figures represent revenue received in April
Sales Tax increased from 3% to 4% on January 1, 2016

CITY OF OURAY
SALES TAX REVENUES BY BUSINESS CATEGORY 2015-2024

SALES TAX REVENUES BY BUSINESS CATEGORY

Business Category	2015	2016	2017	2018	2019	2020	2021	2022	2023	2023
Lodging, campgrnds.	\$ 11,213.83	\$ 19,715.80	\$ 15,912.22	\$ 19,077.49	\$ 23,081.46	\$ 26,580.81	\$ 37,873.92	\$ 57,820.63	\$ 55,728.49	\$ 53,525.63
Retail - Local Gift, Hardware, & Groceries						\$ 17,147.45	\$ 23,627.21	\$ 27,054.56	\$ 26,647.60	\$ 25,475.53
Retail - Remote						\$ 15,352.60	\$ 24,933.67	\$ 20,865.37	\$ 17,585.84	\$ 19,000.83
Retail - groceries, liquor, candy, hardw	5,309.70	12,255.70	11,214.99	10,942.86	21,912.81					
Retail - gift, souvenir, variety, books	3,681.39	5,819.29	4,652.93	7,363.15	1,264.87					
Trans & Pub. Util.	7,983.69	6,400.62	7,942.73	8,182.18	8,674.18	12,276.40	12,631.99	14,646.02	15,749.48	13,914.72
Eating & Drinking	9,896.38	13,393.00	12,463.99	11,100.93	11,248.23	22,111.84	31,787.40	30,031.16	24,642.34	33,719.56
Const. & Manufacturing	5,527.75	6,329.68	4,905.28	5,028.85	5,624.30	1,661.83	2,448.18	9,370.64	1,735.20	3,241.48
Services - all other	635.67	485.56	520.70	911.04	197.56	1,194.72	1,615.88	1,292.90	2,079.81	1,955.06
Finance, Ins. Real Estate	1,041.07	1,071.57	623.61	217.43	899.22					
Wholesale Trade	39.00	78.22	47.00	168.00	565.13	964.13	1,658.85	2,019.23	1,767.56	1,737.68
Mining	-	-	-	-	-	-	-	-	-	-
All Other	2.85		-							
TOTAL	\$ 45,331.33	\$ 65,549.44	\$ 58,283.45	\$ 62,991.93	\$ 73,467.76	\$ 97,289.78	\$ 136,577.10	\$ 163,100.51	\$ 145,936.32	\$ 152,570.49
				\$1,501.70 out-of-period	\$2,700.82 out-of-period	\$4,613.53 out-of-period	\$7,518.92 out-of-period	\$14,671.86 out-of-period	\$9,211.74 out-of-period	\$13,062.06 out-of-period

Year to Date Sales Tax Comparison

Percentage Change
from 2023

February 2023 Activity	\$	145,936.32	
February 2024 Activity	\$	152,570.49	4.55%
Jan-Feb 2023 Activity	\$	313,321.69	
Jan-Feb 2024 Activity	\$	308,753.96	-1.46%

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	24 vs 23
Month											
January	5712	5826	5113	5782	6196	6245	5936	7718	7609	6942	-8.77%
February	4816	5226	4509	5085	5593	4641	7189	7776	5906	6328	7.15%
March	3394	3638	3499	4763	4152	1952	6993	6782	7341		
April	2236	2660	2411	3080	2857	32	4941	4172	3836		
May	5047	5850	5939	7396	7894	3111	11093	10002	9560		
June	12015	13521	14494	14578	15026	12736	17520	16180	17231		
July	19171	19960	20248	19802	19482	20444	20509	16551	19482		
August	16477	16949	17344	17613	18629	16919	20798	17825	18657		
September	15478	16149	16526	17743	18498	17564	13517	18930	18234		
October	7937	7691	7762	7462	9407	12877	12038	12080	12388		
November	2141	2113	2674	2856	3237	3864	3199	3196	3691		
December	3656	3382	4226	5038	4268	5153	5237	3998	4468		
Total Rooms	98080	102965	104745	111198	115239	105538	128970	125210	128403		-0.81%

DOLLARS											
January	\$15,867	\$15,819	\$13,795	\$16,294	\$22,444	\$25,204	\$27,107	\$29,038	\$36,828	\$33,896	-7.96%
February	\$12,468	\$13,908	\$12,648	\$14,021	\$19,580	\$18,464	\$28,191	\$36,284	\$30,377	\$31,294	3.02%
March	\$9,240	\$9,505	\$9,529	\$12,884	\$14,526	\$6,834	\$27,858	\$30,334	\$30,554		
April	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312	\$107	\$18,324	\$18,466	\$17,063		
May	\$13,876	\$15,372	\$15,734	\$19,031	\$22,068	\$7,922	\$41,033	\$43,131	\$39,992		
June	\$31,431	\$34,498	\$36,654	\$36,236	\$62,392	\$51,634	\$100,852	\$98,839	\$107,693		
July	\$47,884	\$49,767	\$50,344	\$49,371	\$110,244	\$114,230	\$138,864	\$131,139	\$142,596		
August	\$41,643	\$41,801	\$42,090	\$43,236	\$90,952	\$92,809	\$127,157	\$122,778	\$127,552		
September	\$40,336	\$41,704	\$41,965	\$44,480	\$79,505	\$93,050	\$98,575	\$119,099	\$123,174		
October	\$21,385	\$20,717	\$20,355	\$19,711	\$37,511	\$60,690	\$54,480	\$74,824	\$74,823		
November	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367	\$15,399	\$14,134	\$14,566	\$15,480		
December	\$9,571	\$9,590	\$11,882	\$13,622	\$17,593	\$24,892	\$29,038	\$23,554	\$25,679		
Total Dollars	\$254,538	\$265,116	\$268,369	\$283,976	\$495,494	\$511,234	\$705,613	\$742,052	\$771,811		-4.94%

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

OURAY LODGING OCCUPANCY TRENDS

Based on Lodging Occupation Tax Collections

	2022				2023				2024			
	Avail. Rooms	Rooms Rented	Occ.%	Exempt Rooms	Avail. Rooms	Rooms Rented	Occ.%	Exempt Rooms	Avail. Rooms	Rooms Rented	Occ.%	Exempt Rooms
	+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins			
January	17411	5237	30.1%	0	20375	7609	37.3%	469	19064	6942	36.4%	331
February	16580	7776	46.9%	0	17183	6062.36	35.3%	386	17627	6328	35.9%	357
March	17657	6782	38.4%	7	19519	7341	37.6%	341				
April	16620	4172	25.1%	31	18168	3836	21.1%	0				
May	21206	10002	47.2%	57	21360	9560	44.8%	110				
June	20577	16180	78.6%	13	21111	17231	81.6%	122				
July	20677	16551	80.0%	432	21195	19482	91.9%	499				
August	21613	17825	82.5%	53	21504	18657	86.8%	481				
September	21327	18930	88.8%	47	21086	18234	86.5%	413				
October	20398	12080	59.2%	10	20094	12388	61.7%	261				
November	15776	3196	20.3%	260	16283	3691	22.7%	254				
December	17828	5050	28.3%	4	16780	4468	26.6%	215				
Total	227670	123781	52.1%	914	234658	128559.36	52.8%	3551	36691	13270	36.2%	688

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

"Exempt Rooms" columns are for memo purposes only.

2024 Lodging Occupation Tax, By Business Category

AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	12,450	11,445											23,895
Bed and Breakfast	755	353											1,108
House, Townhouse, Condo (1)	3,286	3,422											6,708
RV Space, Unfurnished Cabin	2,573	2,407											4,980
Total Rooms	19,064	17,627	-	-	-	-	-	-	-	-	-	-	36,691
												Prior YTD	34,513

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,921	4,582											9,503
Bed and Breakfast	252	149											401
House, Townhouse, Condo (1)	1,041	1,043											2,084
RV Space, Unfurnished Cabin	728	554											1,282
Total Rooms	6,942	6,328	-	-	-	-	-	-	-	-	-	-	13,270
												Prior YTD	12,614

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 22,930.38	\$ 21,580.31											44,511
Bed and Breakfast	\$ 1,270.42	\$ 777.13											2,048
House, Townhouse, Condo (1)	\$ 8,629.94	\$ 8,135.58											16,766
RV Space, Unfurnished Cabin	\$ 1,065.09	\$ 800.57											1,866
Total Dollars	\$ 33,895.83	\$ 31,293.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,189.42
												Prior YTD	59,414.45

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

Activity Month	2022	2023	2024	% Change from 2023	YTD % Change
January	\$ 27,661.19	\$ 37,085.48	\$ 35,047.88	-5.5%	-5.5%
February	\$ 32,883.88	\$ 27,662.57	\$ 28,192.46	1.9%	-2.3%
March	\$ 28,220.99	\$ 23,074.54			
April	\$ 7,217.41	\$ 6,674.51			
May	\$ 23,933.67	\$ 21,653.38			
June	\$ 72,625.26	\$ 84,017.25			
July	\$ 109,220.30	\$ 128,885.01			
August	\$ 90,863.82	\$ 99,257.44			
September	\$ 83,065.86	\$ 92,170.25			
October	\$ 41,028.93	\$ 55,796.90			
November	\$ 9,274.82	\$ 13,210.01			
December	\$ 29,333.34	\$ 29,200.58			
Grand Total	\$ 555,329.47	\$ 618,687.92	\$ 63,240.35		

Revenue by Fund	2022	2023	YTD 2024	Cumulative
Affordable/Attainable Housing	\$ 277,664.74	\$ 309,343.96	\$ 31,620.17	\$ 618,628.87
Water Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 15,810.09	\$ 309,314.43
Sewer Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 15,810.09	\$ 309,314.43
Cumulative Total Raised				\$ 1,237,257.74

Affordable Housing Revenue and Expenses	2022	2023	YTD 2024	Cumulative
Total Raised	\$ 277,664.74	\$ 309,343.96	\$ 31,620.17	\$ 618,628.87
Total Spent	\$ (110,000.00)	\$ (67,849.69)	\$ (30,000.00)	\$ (207,849.69)
Total Remaining	\$ 167,664.74	\$ 241,494.27	\$ 1,620.17	\$ 410,779.18

Average 2024 YTD Income Reported Per Property	\$ 4,363.27
Average 2024 YTD Excise Tax Paid Per Property	\$ 654.49

Check Date	Payee	Amount	Description
4/20/2022	Home Trust of Ouray County	\$ 10,000.00	2022 Operating funds
1/4/2023	Home Trust of Ouray County	\$ 100,000.00	734 4th St
2/1/2023	Home Trust of Ouray County	\$ 20,000.00	2023 Operating funds
4/26/2023	Economic & Planning Systems Inc	\$ 3,847.50	Housing needs analysis
5/24/2023	Economic & Planning Systems Inc	\$ 3,505.00	Housing needs analysis
6/7/2023	Buckhorn Engineering	\$ 3,426.25	Cascade Park Geohazard Assessment
7/5/2023	Economic & Planning Systems Inc	\$ 1,557.50	Housing needs analysis
8/2/2023	Economic & Planning Systems Inc	\$ 7,692.50	Housing needs analysis
9/6/2023	Buckhorn Engineering	\$ 6,293.75	Cascade Park Geohazard Assessment
9/27/2023	Economic & Planning Systems Inc	\$ 4,237.50	Housing needs analysis
11/1/2023	Economic & Planning Systems Inc	\$ 1,930.00	Housing needs analysis
11/29/2023	Economic & Planning Systems Inc	\$ 9,257.19	Housing needs analysis
1/23/2024	Economic & Planning Systems Inc	\$ 6,102.50	Housing needs analysis
1/23/2024	Home Trust of Ouray County	\$ 30,000.00	2024 Operating funds

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

(Source: Point of Sale Software)

VISITORS	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	% change from 2023
January	9,160	9,287	36	9,392	8,553	8,149	4,961	5,258	6,871	7,152	4.09%
February	7,158	9,095	13	7,342	5,970	7,836	4,824	6,660	5,599	5,592	-0.13%
March	10,045	10,087	58	10,468	9,118	3,638	7,697	8,621	7,148	8,426	17.88%
April	5,691	6,195	16	7,048	5,481	-	7,104	5,249	4,693		
May	11,798	12,065	2,984	13,346	11,397	-	11,580	9,549	10,602		
June	20,970	22,404	18,175	24,764	24,525	1,540	25,977	20,156	23,206		
July	32,485	36,116	37,483	35,943	36,986	6,416	30,994	26,286	32,117		
August	22,377	22,353	25,486	23,936	23,274	12,622	22,179	19,101	21,170		
September	14,334	9,258	16,065	16,397	14,833	11,946	13,612	14,652	15,634		
October	7,360	62	9,834	8,771	9,596	10,699	9,368	10,135	11,035		
November	6,878	49	7,077	7,043	6,920	4,644	6,782	5,354	6,326		
December	7,646	47	10,753	9,046	8,174	4,439	6,317	6,510	8,152		
TOTAL YEAR	155,902	137,018	127,980	173,496	164,827	71,929	151,395	137,531	152,553		

REVENUE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	% change from 2023
January	\$ 84,848.13	\$ 85,983.09	\$ 2,189.00	\$ 89,885.46	\$ 95,701.53	\$ 99,306.81	\$ 66,989.85	\$ 63,150.43	\$ 96,783.56	\$ 121,260.10	25.29%
February	\$ 62,350.28	\$ 78,569.69	\$ 724.00	\$ 70,970.13	\$ 65,918.59	\$ 97,215.12	\$ 61,086.55	\$ 85,924.20	\$ 112,926.04	\$ 105,565.18	-6.52%
March	\$ 92,289.88	\$ 84,745.80	\$ 1,012.00	\$ 102,232.15	\$ 108,526.39	\$ 47,810.30	\$ 106,419.45	\$ 126,759.01	\$ 120,467.93	\$ 145,888.18	21.10%
April	\$ 50,940.75	\$ 52,112.54	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	\$ -	\$ 98,819.49	\$ 152,003.71	\$ 133,097.92	\$ -	
May	\$ 109,383.77	\$ 108,047.29	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	\$ -	\$ 162,720.12	\$ 143,279.82	\$ 208,335.74	\$ -	
June	\$ 186,061.57	\$ 211,853.56	\$ 166,974.02	\$ 317,542.31	\$ 311,093.17	\$ 19,273.04	\$ 352,538.72	\$ 321,377.13	\$ 469,321.85	\$ -	
July	\$ 300,620.51	\$ 332,026.16	\$ 479,802.39	\$ 455,519.84	\$ 474,330.32	\$ 74,169.01	\$ 428,489.09	\$ 452,460.99	\$ 646,348.28	\$ -	
August	\$ 194,321.61	\$ 198,465.34	\$ 326,151.96	\$ 308,882.04	\$ 295,953.46	\$ 165,977.58	\$ 312,872.14	\$ 316,183.52	\$ 419,353.80	\$ -	
September	\$ 127,909.15	\$ 80,149.87	\$ 184,807.92	\$ 200,777.07	\$ 188,131.33	\$ 158,666.78	\$ 186,412.51	\$ 238,796.90	\$ 283,459.93	\$ -	
October	\$ 63,216.05	\$ 2,737.00	\$ 82,537.92	\$ 99,235.68	\$ 120,843.43	\$ 145,302.53	\$ 131,806.01	\$ 170,555.12	\$ 211,284.83	\$ -	
November	\$ 54,218.80	\$ 1,796.25	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	\$ 58,403.16	\$ 88,639.21	\$ 84,930.60	\$ 107,867.28	\$ -	
December	\$ 74,421.59	\$ 1,957.00	\$ 112,212.40	\$ 111,645.98	\$ 105,050.32	\$ 60,304.81	\$ 79,891.78	\$ 94,844.99	\$ 156,882.10	\$ -	
TOTAL YEAR	\$ 1,400,582.09	\$ 1,238,443.59	\$ 1,544,555.95	\$ 2,070,414.67	\$ 2,049,787.72	\$ 926,429.14	\$ 2,076,684.92	\$ 2,250,266.42	\$ 2,966,129.26		

CITY OF OURAY VISITOR CENTER - REVENUE TRENDS

REVENUES

	2022		2023			2024			Incr./Decr.	24 vs. 23
	Concessions	Non-Profit	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV		
January			\$ 228.95	\$ 53.00		\$ 284.11	\$ 25.00		\$ 27.16	10%
February			\$ 150.89	\$ 85.95		\$ 438.62	\$ 36.00		\$ 237.78	100%
March			\$ 395.38	\$ 4.00		\$ 773.27	\$ 111.00		\$ 484.89	121%
April			\$ 403.25	\$ 2.00	\$ 50.50					
May			\$ 1,098.28	\$ 611.60	\$ 126.25					
June			\$ 1,627.77	\$ 690.75	\$ 202.00					
July	\$ 910.80	\$ 215.00	\$ 2,517.75	\$ 664.60	\$ 782.75					
August	\$ 1,281.05	\$ 684.85	\$ 2,669.69	\$ 648.85	\$ 378.75					
September	\$ 1,814.71	\$ 676.95	\$ 2,834.91	\$ 698.00	\$ 75.75					
October	\$ 1,383.05	\$ 275.00	\$ 1,096.11	\$ 253.00	\$ 227.25					
November	\$ 380.36	\$ 121.00	\$ 354.94	\$ 40.00	\$ -					
December	\$ 516.45	\$ 79.00	\$ 233.25	\$ -	\$ -					
TOTAL \$	\$ 6,286.42	\$ 2,051.80	\$ 13,611.17	\$ 3,751.75	\$ 1,843.25	\$ 1,496.00	\$ 172.00	\$ -	\$ 749.83	
		\$ 8,338.22			\$ 19,206.17			\$ 1,668.00		

percent of sales earning profit

75%

71%

90%



PREPARED FOR: Ouray City Council Meeting – April 16, 2024
PREPARED BY: Kristen Clothier, Community Development Director

APRIL 12, 2024

COMMUNITY DEVELOPMENT DEPARTMENT (CDD) UPDATES

CITY OF OURAY PLANNING COMMISSION

- The Planning Commission held a regular meeting on 4/9. During the meeting, a public hearing was held on the Ouray Riverwalk Affordable Rentals PUD Sketch Plan. The applicant, the Home Trust of Ouray County, is proposing a 13-unit multifamily residential development consisting of three two-story buildings on a 0.53-acre site at 1507 Oak Street. Following the staff report, applicant presentation, public comment, and deliberation, the Planning Commission voted unanimously to approve, with conditions, the Ouray Riverwalk Affordable Rentals PUD Sketch Plan. *Please refer to the minutes from the 4/9 Planning Commission meeting for additional details.*

OURAY ECONOMIC DEVELOPMENT COMMITTEE (OEDC)

- Based on funding availability, the OEDC has opened a second grant round for the 2024 Micro-Grant Program and is accepting proposals from April 1st-April 30th. There is \$9,000 in funding available in the second grant round. Second round proposals will be discussed and funding allocations will be determined at the May 9th OEDC meeting.
- The OEDC has also begun planning a soiree for grant recipients and donors; staff will soon send out an acknowledgement letter to donors with a soiree save the date.
- The OEDC will be hosting a roundtable discussion on service animals with guest speaker Alison Butler, Esq., Director of the Division of Disability Rights, Denver Agency for Human Rights & Community Partnerships (HRCPP) on May 7th from 6:30 p.m.-8:00 p.m. at the Wright Opera House.

LAND USE/PERMITTING DATA MANAGEMENT AND MAPPING

- The CDD Director has been meeting regularly with iWorQ on finalizing department setup for permit and code enforcement management. Next steps: update/refine forms available to applicants through the web portal; do the groundwork necessary to eventually transition management and recordkeeping for the City's Short-Term Rental (STR) program to the iWorQ platform.

BUILDING INSPECTOR

- Building Inspector Matt Haldeman's workload includes: inspections, plan review, enforcing building and land use codes, overseeing permitting, and correcting addressing discrepancies/assigning addresses for City properties.
- Seven building permits were issued in the past month with three additional building permits pending.
- The Building Inspector has reached out to Alexander Wall, Data Coordinator at Montrose Emergency Telephone Service Authority (METSA), for suggestions to be considered regarding the City's addressing policy.
- The Building Inspector has drafted an *Administrative Procedure for Expired Permits and Collection of Related Fees* for review.

SHORT-TERM RENTAL (STR) PROGRAM STATUS UPDATE

- The STR program is a multi-departmental collaboration (Community Development Department and Finance & Administration Department).
- The CDD manages STR program applications, renewals, expiration notifications, building inspections, etc.
- The 2024 STR renewal process is complete; see below for a status update.

STR Status	Active	Non-Renewals	Pending License Issuance	Applications in Process
#	108	3	1	4

ADDITIONAL UPDATES

- Consultant Dan Murphy of Short Elliott Hendrickson Inc. (SEH) has been serving as an interim land use planning consultant to the City of Ouray since Lily Oswald's departure; he will continue to serve in this capacity to complete project reviews already in progress, in collaboration with the new Community Development Director.
- The Community Development Director is attending the Colorado Mountain Housing Coalition Conference from April 15-16. Session topics include legislative updates, workforce housing funding resources, deed restrictions, and innovative approaches and new strategies for housing stability.

Mar - Apr 2024 IT Highlights

- Fiber terminated for WWTP on both ends and is ready for network connections. Awaiting further construction completion and power to install networking equipment.
- Completed changes to Google Analytics for Visit Ouray for better reporting
- Working on direct scanning to Google Drive from Xerox copiers. Found a bug in the app that is being looked at with Xerox support.
- Worked with Visit Ouray App developers and provided testing support to make the app better. Shared trail location coordinates information for better accuracy.
- Quoting has been requested for Wi-Fi installation on Main Street. Different variations to get coverage and connectivity are being considered with local network vendors.
- The audio vendor rep came out to see the community center in person and to take further measurements for sound wall baffles to block voice echo in the council chambers. A quote for the audio project is in progress.
- The exterior doors of City Hall will be outfitted with electronic access control and be scheduled for open / locked time periods. Keyfobs already issued will allow access. This project is about a couple of weeks out from starting.
- Electronic crash reporting access has been put in place for the Ouray PD. The account features are being finalized to include eCrash reporting capabilities. There is no cost for this online service.
- Spoke with several vendors about third party accessibility assessments. Accessibility third party auditing quotes are in review. Demos were completed.
- Grant licensing was obtained for tools to assist with PDF accessibility remediation.
- PD computers were updated with the latest support development kits for new upgrade requirements. The cutover to new version went well and no software support downtime seen.
- Working on Cloud hosted finance software.
- As soon as siding is completed on the Fellin park bathrooms, two wireless access points will be installed on the south walls for public Wi-Fi.
- IT tech is working on computer/network training/certification to increase technical knowledge.
- Client VPN version upgraded to latest recommended version.
- Security server updates completed.



CCEC Report

Friday, 4.12.2024

Main Street Committee Updates

1. Received a non-award letter from OEDIT regarding the [Community Business Preservation Program](#) grant. The six businesses were notified and provided the opportunity to attend the debriefing via Zoom on April 8th.
2. The [Main Street Committee](#) met on April 10. Discussion centered around the upcoming May 3rd, [Are We Summer Ready](#) event. This committee will have a table and information at the event to introduce themselves and their mission to the community.

City Updates

April E-Newsletter

1. The [April monthly e-newsletter](#) was sent via Constant Contact. Working on updating the [newsletter archive](#).

Service Change Notice: From Waste Management To Bruin Waste

1. Communications continued on social media and in our newsletter regarding the new trash and recycling day on Thursdays. #WhoSwapsBinsTheBest had one post and that amazing neighbor gets a gold star! ★ Thank you to Robert Warren for being a great neighbor who helped swap bins during this transition to Bruin Waste! There is a great shoutout along with a photo on our [Facebook page](#).

Messaging for All Points Transit: OurWay

1. [“Discover “OurWay”: The New Commuter Route Connecting Montrose, Ridgway, and Ouray!”](#) Messaging went out in our newsletter, is on our pop-up alert, and is on our social media pages.

Messaging for Main Street Cleaning & Stall Striping


1. Wednesday, April 24th from 10 pm to 5 am: Ouray Volunteer Fire Department is going to clean off Main Street. Please spread the word to Main Street business owners and residents. We will need all vehicles off of Main Street during this time. Messaging went out in our newsletter, is on our public-facing calendar, and will be on social media as well as other approved communication channels.
2. Friday and Saturday, April 26-27: Main Street and 7th Ave parking stall striping is scheduled to take place by Public Works. Messaging went out in our newsletter, is on our public-facing calendar, and will be on social media as well as other approved communication channels.

Messaging for Mag Chloride Application

1. Tuesday and Wednesday, June 4-5: Mag chloride is scheduled to be applied by Public Works. Messaging went out in our newsletter, is on our public-facing calendar, and will be on social media as well as other approved communication channels.

Website Updates

1. Updated the [police page](#) with a photo of Acting Police Chief Ray.
2. Updated "Latest News": [2024 Highway Impacts • Red Mountain Electrical Reliability & Broadband Improvement Project](#).
3. Updated pages, Staff Directory, and the email form to include our new Community Development Director, Kristen Clothier.
4. Updates to the [OEDC page](#) for their micro-grant program.
5. Added the new [Tourism Social Media Policy](#) to our Public Documents>Policies folder. The link will be added where needed by the Tourism department.
6. Updated the TAC page with their updated [2024 Strategic Plan](#).
7. The [Backing Small Businesses grant program](#) was added to the public-facing calendar.
8. The pop-up alert is continuously updated.
9. Work is ongoing updating our webpages to ensure accessibility. We are working to create an accessibility disclaimer. Also working to add alt text to all images on the



website. I have been working with the IT department on PDF accessibility remediation.

10. Updated the “Industry Partners” page title to the “[Tourism Department](#)” page. Updates to links.
11. Calendar events are updated daily and are viewable on the [homepage](#) of our new website.
12. Regular updates are done to pages for agendas, minutes, reports, etc.

Notable Upcoming Events

1. 2024.04.21 [PARC Softball Spring Training](#)
2. 2024.04.24_OVFD • Main Street Cleaning
3. 2024.04.26-27_PUB WORKS • Parking Stall Striping
4. 2024.04.27 [Friends of the Library Luncheon & Fashion Show](#)
5. 2024.04.30_Closing date of [OEDC Round 2 Micro-Grants 2024](#)
6. 2024.05.02 [OCSAP Benefit Concert](#)
7. 2024.05.03 [ARE WE SUMMER READY](#)
8. 2024.05.07 [OEDC Roundtable • Service Animals](#) 🐕 Guest Speaker: Alison Butler, Esq. | Director of the Division of Disability Rights • Public Event
9. 2024.05.13_County Evacuation Plan Rollout • Public Event
10. 2024.05.18-19_Sky Pilots Backyard Ultra
11. 2024.06.08 [Community Cleanup Day • Dumpsters, E-Waste, & Paint](#)



March 5, 2024

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

We are pleased to confirm our understanding of the services we are to provide for the City of Ouray, Colorado for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Ouray, Colorado as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Ouray, Colorado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Ouray, Colorado's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

Certified Public Accountants

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

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

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

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

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

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

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

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

Audit Procedures—Internal Control

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

other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

Audit Procedures—Compliance

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

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

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations,

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

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

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

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

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

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its

form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Engagement Administration, Fees, and Other

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

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

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

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

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

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

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$19,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

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

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

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

Very truly yours,

Blair and Associates, P.C.

RESPONSE:

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

Management signature: _____ Governance signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

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

Submit to Local Licensing Authority

OURAY BREWERY
PO BOX 811
Ouray CO 81427

Fees Due	
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$
Renewal Fee	875.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check

Uploaded to MoveIt on Date

Paid Online

Licensee Name

OURAY BREWERY LLP

Doing Business As Name (DBA)

OURAY BREWERY

Liquor License Number

15-75245-0001

License Type

Brew Pub (city)

Sales Tax License Number

15752450001

Expiration Date

07/27/2024

Due Date

06/12/2024

Business Address

Street Address

607 - 609 MAIN ST

Phone Number

9703181376

City, State, ZIP Code

Ouray CO 81427-9903

Mailing Address

Street Address

PO BOX 811

City, State, ZIP Code

Ouray CO 81427

Email

OURAYBREW@GMAIL.COM

Operating Manager

ERIN EDDY

Date of Birth

CITY OF OURAY

ORDINANCE NO. 02 (Series 2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO REPEALING CHAPTER 12-4 OF THE OURAY MUNICIPAL CODE AND LEAVING A PLACE HOLDER FOR FUTURE REGULATIONS.

WHEREAS Staff has reviewed Chapter 12-4 and the other Sections of Chapter 12 and has determined that Chapter 12-4 is no longer applicable and should be repealed.

WHEREAS this Ordinance is adopted for the health, safety, and welfare of the public.

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

SECTION 1: REPEAL

Section 12-4 of Chapter 12 is repealed and replaced as follow:

12-4 Reserved

SECTION 2: EFFECTIVE DATE.

The provisions of this Ordinance shall become effective thirty (30) days following final publication.

SECTION 3: SEVERABILITY.

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by _____ vote of the Ouray City Council this 1st day of April 2024.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council this ____ day of April 2024.

CITY OF OURAY, COLORADO

Ethan Fink, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 02 (Series No. 2024), was introduced, read, and passed by the Ouray City Council on first reading on _____, 2024. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2024 and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2024, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

CASELLE, INC.
Software as a Service Agreement

Caselle, Inc.
1656 S East Bay Blvd
Suite 100
Provo, UT 84606

City of Ouray
320 6th Ave
PO Box 468
Ouray, CO 81427

TERMS OF SERVICE

These Terms of Service constitute an agreement (this “Agreement”) by and between Caselle, Inc., a Utah Corporation, (“Provider”) and the City of Ouray, CO, (“Recipient”).

1. Definitions.

- (a) “Account” refers to the Service plans and features selected by Recipient at the time of this Agreement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider.
- (b) “AUP” refers to Provider’s acceptable use policy as described in Schedule B.
- (c) “Authorized Representative” refers to an individual who is authorized under applicable law to bind and/or consent on behalf of the Provider or Recipient.
- (d) “Data Policy” refers to Provider’s standard data deletion policy as described in Schedule A of this Agreement.
- (e) “Effective Date” refers to the date of this Agreement.
- (f) “Materials” refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) “Recipient Data” refers to data in electronic form input or collected through the Service by or from Recipient.
- (h) “Service” refers to Provider’s hosted version of the Caselle Connect software. The Service includes such features as are set forth on Provider’s website (www.caselle.com), as Provider may change such features from time to time, in its sole discretion.
- (i) “Service Failure” refers to an event during which Recipient is unable to access or use the Service for more than four (4) hours.

2. Service & Payment.

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect.

- (b) *Payment.* Upon completion of data conversion and training, Recipient will pay Provider a monthly Service fee of \$1,205.00. The Service fee will be considered due five (5) days before the start of the calendar month of Service.
- (c) All payments of money by the Recipient pursuant to this agreement shall be subject to the annual appropriations of money. In the event of non-appropriation of funds for the services provided under this Agreement, Recipient will promptly notify the Seller within 90 days and may terminate all Agreement without termination charges or other liability, except for payment of all services rendered and deliverables shipped up to the date of termination.

3. Service Level Agreement.

In the event of any "Service Failure," as that term is defined above, Provider will issue Recipient a credit. Credit will be 10% of the Recipient's monthly Service fee. Credits issued will apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the Recipient's sole remedy for the Service Failure in question. Provider shall not be liable for service failures caused by factors beyond the reasonable control of the Provider, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties.

4. Materials, Software, & IP.

- (a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient's use of the Service.
- (b) *Intellectual Property in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

- (a) *AUP.* Recipient will comply with the AUP. In the event of Recipient's material breach of the AUP, including without limitation any copyright infringement, Provider may suspend or terminate Recipient's access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to take any such action it sees fit.
- (b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

6. Each Party's Warranties.

- (a) *Recipient's Identity*. Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law.
- (b) *Right to Do Business*. Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- (c) *Disclaimers*. Except for the express warranties specified in this section, THE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Limitation of Liability.

IN NO EVENT: (a) WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 60 DAYS OF SERVICE; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 7, Provider's liability will be limited to the maximum extent permissible.

8. Data Management.

- (a) *Access, Use, & Legal Compulsion*. Unless it receives Recipient's prior written consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights*. Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider's use and possession thereof is solely as Recipient's agent.
- (c) *Retention & Deletion*. Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction*. Provider agrees that violation of the provisions of this Section 8 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

9. Term & Termination.

- (a) *Term.* This Agreement will continue for one (1) year following the Effective Date (a “Term”). Thereafter, this Agreement will renew for subsequent terms (“Terms”) of thirty (30) days, unless either party notifies the other of its intent not to renew thirty (30) or more days before the beginning of the next Term.
- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient’s address at City of Ouray, 320 6th Ave, PO Box 468, Ouray, CO 81427, and such notices will be deemed received ten (10) days after they are sent. Recipient may send notices pursuant to this Agreement to Caselle, Inc, 1656 S East Bay Blvd, Suite 100, Provo, UT 84606, and such notices will be deemed received ten (10) days after they are sent.
- (b) *Amendment.* Provider may amend this Agreement (including the SLA and Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the “Proposed Amendment Date”) unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient’s next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 9 above). Recipient’s continued use of the Service following the effective date of an amendment will confirm Recipient’s consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, Provider may amend the AUP or Privacy Policy at any time by posting a new version at its website and/or sending Recipient notice thereof, and such amended version will become effective 30 business days after such notice is sent.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other’s express written consent, except that either party may

assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed and construed solely by the laws of the State of Colorado, without reference to such State’s principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the state courts of Colorado.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices.* Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching “parental control protection” or similar terms.
- (j) *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of any accompanying schedule, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.
- (k) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Note: The attached proposal is considered part of this Agreement.

The signatures below indicate each party’s acceptance of the Agreement. Each party has caused this Agreement to be executed by its duly Authorized Representative.

CASELLE, INC.

CITY OF OURAY

By: 

By:

Name: Larry Hutchings

Name:

Title: President

Title:

Date: April 11, 2024

Date:

Schedule A – Data Policy

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use data in electronic form collected through the Services from Recipient’s customers or other third parties, or collected or accessible directly from Recipient, (collectively, “Data”) other than as necessary to facilitate the Services; and (ii) will not give any third party access to Data. Notwithstanding the foregoing, Provider may disclose Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain any Data in its possession until Erased. Provider will Erase: (i) all copies of Data promptly after Recipient’s written request; and (ii) all copies of Data no sooner than 90 days after termination of this Agreement and no later than 120 days after such termination. Promptly after Erasure pursuant to this Subsection (c), Provider will certify such Erasure in writing to Recipient. (“Erase” and “Erasure” refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- (d) *Individuals’ Access.* Provider will not allow any of its employees to access Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider’s obligations set forth in this Section.
- (e) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Data.
- (f) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Data (any “Leak”) that comes to Provider’s attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider’s expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider’s expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection (f) are in addition to any others Recipient may have.

Schedule B – Acceptable Use Policy

A. Unacceptable Use

Provider requires that all customers and other users of Provider's service (the "Service") conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.
- 2) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 3) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 4) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 5) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the Recipient's use of the Service or legal action. In addition, the Recipient may be required to pay for the costs of investigation and remedial action related to AUP violations.

C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it to the following address: Caselle, Inc. 1656 S East Bay Blvd, Suite 100, Provo, Utah 84606. Please provide the date and time of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Provider may change this AUP at any time by posting a new version on its website (www.caselle.com) or by sending the Recipient written notice thereof. The new version will become effective on the date of such notice.



Company Address 950 S. Cherry St.
Suite 900
Denver, CO 80246
US

Expiration Date 5/3/2024
Quote Number 00003992

Prepared By Sarah Fischer
Phone (720) 615-3965
Email sarah@cosipa.gov

Contact Name Rich Willis
Phone (970) 596-5280
Email rwillis@cityofouray.com

Bill To Name City of Ouray
Bill To PO Box 468
Ouray, CO 81427

Ship To Name City of Ouray
Ship To 320 6th Ave
Ouray, CO 81427

Product	Line Item Description	Sales Price	Quantity	Total Price
Allyant Accessibility Assessment	One Time Fee; Billed in two annual installments	\$11,000.00	1.00	\$11,000.00
Allyant Annual Premium HUB Subscription	Two Year Term; Billed in two annual installments	\$1,750.00	2.00	\$3,500.00
Allyant Ongoing Accessibility Support	Two Year Term; Billed in two annual installments	\$6,000.00	2.00	\$12,000.00

Description Quote for the City of Ouray for Allyant Accessibility Assessment Professional Services, Ongoing Accessibility Support and Allyant Premium HUB Subscription for a two year term, per the attached SOW.

Grand Total \$26,500.00

Please return a signed SOW to me or sipa@cosipa.gov to procure and include the email address of the person who is supposed to receive the invoice.

Additional Details

Additional Details Please note: Fees are split into two equal, annual installments.

Please note: Fees are not refundable.

Please note: Subscription Fees may increase at the end of the two year term.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice.

By signing the attached Statement of Work, you are agreeing to the above Terms and Conditions and the Assumptions in the attached SOW. You are also agreeing to purchase the above mentioned products and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.



Digital Accessibility

Assessment, Ongoing Support & Premium HUB
Statement of Work

Colorado Statewide Internet Portal Authority
(SIPA): City of Ouray

Provided by A360 Enterprises, LLC (dba Allyant)

April 3rd, 2024

Overview

This Statement of Work (“SOW”) is governed by the laws of the State of Colorado between A360 Enterprises, LLC (“Allyant”) and City of Ouray. This SOW is permissible under the Master Services Agreement (“Contract”) dated October 2, 2023 between Statewide Internet Portal Authority (SIPA) and A360 Enterprises, LLC (“Allyant”). SIPA’s signature is required for work to be agreed to and performed under this Contract. All work provided under this SOW is listed as Services and is provided subject to the terms and conditions as described in this SOW and will also comply with the Information Technology Provisions as set for in Attachment F of the Contract. Any changes to the scope or terms of this SOW shall be submitted and approved in writing by SIPA and Allyant. City of Ouray is contracting through SIPA for the Services described herein. SIPA shall be responsible to confirm that Allyant performs its obligations in accordance with this SOW. Purchase orders, amounts payable, and contractual correspondence related to this SOW shall be sent to Heather Nelson at heather@cosipa.gov. Any capitalized terms not defined in this SOW have the meaning ascribed to in the Contract. Upon mutual execution, Allyant shall provide Services described in this SOW.

A360 Enterprises, LLC (Allyant) is providing this SOW to City of Ouray (“Client”) in order to help you assess, develop/remediate and report on digital accessibility in an effort to conform to WCAG 2.1, Level AA guidelines and mitigate risk. This effort will be led by experienced, live accessibility auditors and consultants. This document outlines the steps required to create a full and successful experience for all.

Allyant is in a unique position to help the Client through this process by providing:

1. **Experienced Accessibility Engineers**, both sighted and native screen reader auditors to fully assess websites, mobile apps, IoT products, kiosks & other digital platforms. This approach is far superior to automated tools which only test for a fraction of the WCAG success criteria, return many false positives and are limited in their ability to accurately test for usability and/or compliance.
2. **Detailed Reporting** via the [Allyant HUB](#), a fully accessible customer portal, to help all members of your team manage your digital accessibility project(s), get training and track progress.
3. The **Allyant HUB Audit & QA Reports** provide accessibility issues, screenshots, severity, an estimated level of effort to fix and most importantly: practical, developer-focused remediation solutions, built-in Help Desk & links to a Knowledge Base for additional learning per issue.
4. A **Customer Success Manager (CSM)** is assigned to every Allyant Client, bringing senior-level staff to help plan, facilitate and consult throughout the remediation effort, keeping the process as smooth and efficient as possible so that your goals are achieved. We also offer a higher level of Design and Development Support, which is leveraged by those organizations tackling the most difficult equitable access problems within complex digital products.
5. Further, **Allyant’s Legal Support Group** pioneered the service of helping clients navigate through any legal notifications like demand letters, and complaints, and filed lawsuits to test claims and support them through defense strategy.

Process

The Allyant Roadmap is a proven process distilled from thousands of accessibility projects over years of industry-leading services provided to clients across all business verticals around the world. This approach will lead your organization to become digitally accessible, as quickly as possible, while working with your specific needs, development processes and available resources.

Accessibility Assessment

Allyant will conduct a manual disabled-user assessment of the digital properties outlined in the [assessment scope](#). The accessibility assessment satisfies requirements for screen readers, visual, hearing and cognitive impairment, and keyboard-only users using standards established in [WCAG 2.1 Level AA](#).

The Audit Reports delivered via the Allyant HUB provide your team the information necessary to remediate any accessibility concerns, and serves as the governance tool for tracking your progress of this business compliance requirement. Allyant will provide the following assistance and deliverables with the audit:

- **Assessment Issue Report**
 - URL, mobile view or component audited
 - Specific non-compliant elements on each & the WCAG guideline(s) it violates
 - User audience affected by the issue (e.g., screen reader, keyboard-only, hearing impaired, color contrast)
 - A detailed recommendation to remediate each issue
 - Priority level for fixing the issue
 - Link to the related Allyant HUB Knowledge Base articles
 - Screenshots where appropriate
- **Assessment Summary Report**
 - A narrative document summarizing the audit and highlighting common issues that were found, steps of the recommended remediation plan and an estimated level of effort.
 - Global issues and suggestions that would improve ongoing maintenance, Search Engine Optimization, overall usability and more.

Allyant HUB Access

The HUB is your personalized customer portal and is provided to authorized users within your organization and partner organizations. In the Allyant HUB your related staff will have access to the project results outlined here, Knowledge Base, Video Training Series and Help Desk staff, (if Ongoing Support hours are purchased).

- **Allyant HUB Toolkit:**
 - The HUB Toolkit is a Chrome Developer Extension downloaded from the Chrome Web Store helping identify and learn about common accessibility issues on your pages.
 - The extension can run on any page your browser can access including local environments, behind firewalls, logins and different page contexts.
 - While there is no substitute for a live user audit, automated testing can identify some of the most common accessibility issues. In conjunction with access to Allyant's accessibility engineers, these automated assessments can help you identify and remediate some issues more quickly.
 - The toolkit extension includes
 - **Accessibility Tools:**
 - **Image Descriptions:** View all images on the page in one place grouped by images with descriptions, those marked as decorative and those missing descriptions.
 - **Heading Levels:** View the current page heading level structure to more easily identify where levels may have been skipped or are otherwise incorrect.
 - **ARIA Usage:** ARIA is used to help describe elements on the page to a screen reader. Determining where these attributes are used in your HTML is helpful when identifying problems.

- **Components:** Quickly identify components used on the page including third-party such as Google Maps or Yotpo, along with other items such as the slick-slider carousel.
- **External Links:** View a list of links on your page that point to external resources.
- **Allyant HUB Premium Automated Scanning:**
 - Website Scanning
 - Site scanning via crawls or existing page snapshots of publicly available web pages
 - Screenshots of pages scanned
 - Scheduling of scans (Weekly, monthly, quarterly, annually)
 - Email PDF of scanning results for scheduled scans
 - All scans are saved within HUB for historical reference and trending
 - Client-specific scan rule sets to match your business needs
 - Scans can be saved from the HUB Toolkit Chrome developer extension into HUB for future reference.
 - Site Info
 - Ability to see popular 3rd Party Components found across the site during crawls
 - Broken Links
 - External Links
- **Knowledge Base:**
 - Direct links from the Issues found during Audit or QA to this self-paced learning section
 - Checklists, Accessibility Statement Helpers and other accessibility documents
 - Detailed articles are continually added and updated as accessibility guidelines change
- **Help Desk:**
 - Client may submit general inquiries at the project level or directly linked to specific audit results
 - Comments are threaded to ensure clear communication and allow for collaboration
 - Manned by senior-level screen-reader and sighted Accessibility Engineers
- **Technical Video Training:** Access to Allyant’s video training series of technical accessibility design and development topics and best practices
 - Overview look at the laws and emerging trends pertaining to digital accessibility, crucial topics for development organizations and the business. This includes an introduction to WCAG 2.1 Level AA.
 - Introduction to accessibility, Design guidelines and Developer know-how to create accessibility within new builds along with best practices for content managers and code examples to leverage during your Remediation effort.
 - Additional resources to continue to expand your knowledge of digital accessibility are added often and every client gets immediate access to all video training content.

Ongoing Accessibility Support

Once a project has begun, you will get immediate access to the Allyant Accessibility HUB (Allyant HUB), the Knowledge Base, Training Videos and more. You are able to take steps immediately to begin your accessibility initiative.

During this phase, Allyant will also partner with **City of Ouray** to, first, assist in assessing product fixes through QA testing and technical support, and, second, to establish processes for ongoing, long-term digital accessibility compliance.

Support Services

The level of support and specific activities required varies dramatically from client to client based on type of digital properties, testing cadence, developer availability and many other factors. As such, Allyant provides a set of support hours to help you reach your goals. How an organization uses these hours in the activities below is up to the organization and can shift over time. The recommended number of Ongoing Support Hours can be found in the [assumptions](#) section of this SOW.

Typical support activities and deliverables are listed below:

Development Team Support and Accessibility Roadmap Planning

Following the Allyant audit, the client will schedule and perform internal remediation for the digital properties in scope based on results from the audit. Allyant will support this development effort through as-needed technical support for internal technical teams and/or external vendors of the client.

Allyant will provide the following assistance and deliverables during the support services:

- **Remediation Planning Support:** Your Allyant Customer Success Manager will partner to create a remediation/project plan. This will outline the Client's approach to resolving issues, highlight dates for subsequent QA testing for Allyant and define the target date by which all issues are remediated.
- **Help Desk via the Allyant HUB:** Senior Allyant technicians to consult, mentor and collaborate with Client's internal team and/or external vendors on the following:
 - Ask technical questions related to your project via Help Desk integrated into Allyant HUB
 - Pairing with an auditor
 - Sample code
 - Proactive review/QA of new pages and other content
 - Other related activities determined valuable to the success of our engagement
- **Remediation Support Calls** with your developers to discuss technical issues and solutions
- **Q&A Workshop:** Once your design and/or development staff has watched the training videos, they are able to work directly with our auditing and help desk staff via a one-hour remote workshop. During this Q & A workshop, training concepts can be discussed more in-depth, specific development/remediation issues can be discussed or other accessibility questions asked.

Note on Expediting Remediation: *Because content and design are continually evolving, Allyant strongly encourages our Clients to remediate their digital properties as soon as possible after accessibility auditing in order for it to be as applicable as possible.*

Quality Assurance Reassessment

Allyant will work with clients to schedule QA within your development process whether that is in sprints or waterfall or a combination. Once the Client is ready to test, Allyant will reassess the digital properties in scope. QA consists of checking issues found in the initial audit or previous rounds of QA. It is the clients' responsibility to apply fixes globally across your digital properties.

At this step, Allyant will provide the following assistance and deliverables:

- **QA Testing:** Allyant will provide manual-user Accessibility QA testing to confirm that the fixes have successfully been applied and the site, app or other digital property is usable by affected audiences.
- **Updated Audit Issue Report:** Updated Accessibility Audit Report in the Allyant HUB which contains any additional fixes and existing issues that are still not complete.
- **Letter of Accessibility Conformance:** States that as of the review date on the specified server, Allyant found URLs and/or views within scope substantially conform with Level A and Level AA of the Web Content Accessibility Guidelines (WCAG) version 2.1.
- **Responsive Mobile Web QA:** For responsive sites, where code is shared between desktop and mobile, and there is no additional or unique functionality (e.g., a carousel or different mobile-only menu) Allyant can also provide a walkthrough of the RWD mobile experience (UX).

- For sites where mobile and desktop templates are different, the appropriate testing methodology should be discussed with your Customer Success Manager. In this case, specific mobile testing will be necessary for the mobile apps to receive Letters of Conformance.

Note on Letter of Conformance: Allyant uses a 1-3 scale for level of priority for each issue. Priority 1 indicates a complete blocker for one or more audiences, Priority 2 indicates a partial blocker that presents significant barriers and challenges for one or more audiences and Priority 3 indicates a WCAG issue that does not significantly impact the ability to use the site. In order to receive a Letter of Conformance, all Priority 1 and Priority 2 issues must be satisfactorily resolved regardless of when uncovered by Allyant. Additionally, the audit team must be able to successfully complete a walkthrough resulting in no additional P1 or P2 issues. We encourage a plan for Priority 3 items to be in place and documented in Allyant HUB.

Audio Descriptions for pre-recorded videos pose unique and complex accessibility challenges. Allyant recognizes the difficulties for clients to achieve conformance with WCAG requirements (SC 1.2.3, 1.2.5) for Audio Descriptions. As such, Allyant will indicate in the audit results when Audio Descriptions are required by WCAG, but any indications shall be assigned a Warning-level priority and will not be required to receive an Allyant Letter of Conformance.

Note on QA Testing & Hours Used: In a typical engagement, a significant percentage of the Ongoing Support hours outlined in this Statement of Work will be used within the first 3-6 months after QA activities begin. Despite this, Allyant's pricing model is designed to minimize the financial disruption to your organization by spreading this cost across the duration of the contract.

Post-Conformance Manual Accessibility Maintenance

Through the hours in your ongoing support contract, Allyant can provide comprehensive manual-user maintenance of in-scope views following a successful QA for long-term accessibility compliance. Views for maintenance generally consist of the Home Page & primary user flows within the given digital property. A specific set of views will be chosen by the Allyant team following a successful QA and approved by the Client, prior to performing Maintenance Assessments and other services.

At this step Allyant can provide the following assistance and deliverables:

- **Accessibility Assessments:** Manual-user re-assessments.
- **Accessibility Issue Report** if new issues have been introduced.

Compliance Support

In addition to ongoing support and manual-user maintenance, Allyant will help **City of Ouray** stay accessible and support in mitigating risk through additional compliance support including:

- **Compliance Reporting:** Allyant can help your organization report on your progress toward accessibility for any legal requirements that may arise. This includes:
 - **Affidavit of Accessibility Activities** outlining the activities and milestones within your project with Allyant as you work toward accessibility. When required, this is generally provided prior to a successful QA.
 - **Expert Rebuttal Report:** Through our Accessibility Claims Team, Allyant can provide disabled auditor reviews of accessibility legal claims and provide an expert rebuttal of any claims made against your digital property if needed following a successful QA.
- **Updated Letter of Conformance** provided the digital property continues to be in good standing with no Priority 1 or 2 issues based on testing based on scope and your Post Conformance maintenance activities.

Proposed Timeline

Allyant will begin as soon as possible after SOW execution. The proposed project dates are below. Dates are subject to change based on delivery of executed documents, payment, Client environment readiness, required credentials and other related factors.

Our experience has shown your team's engagement is a major factor in finalizing the Proposed Timeline and for the overall success of the project. In addition, Allyant has identified Key Success Factors to help ensure your success. Allyant will review these with your team during the Project Kick-Off Meeting and throughout the project.

Process Steps		Project Start Date	Project End Date
Client Environment Prepared & Project Kick-Off Meeting		1-2 weeks following SOW execution or PO start date	
Access to Allyant Reviewed by Badge		Upon SOW execution or PO start date	
Accessibility Assessment	cityofouray.com	To be determined following project kickoff	
	visitouray.com		
HUB Toolkit Subscription		Upon SOW execution or PO start date	2 years from SOW execution or PO start date
Ongoing Accessibility Support			

Pricing

Service	Fee	
Accessibility Assessment <ul style="list-style-type: none"> Manual, disabled-user Accessibility Assessment Reports detailing the findings & recommended fixes Accessibility Statement template Audit & QA Allyant training completion certificate, if desired 	Assessment cityofouray.com	\$5,500
	Assessment visiouray.com	\$5,500
	Audit Total: \$11,000 (one-time fee, split in two annual installments of \$5,500)	
Annual HUB Toolkit Subscription Includes: <ul style="list-style-type: none"> Usage of Allyant “Reviewed By” badge Issue reporting & workflow management system Compliance Governance of Project Milestones Allyant Video Training Series Allyant Knowledge Base Access Scanning Tool via Chrome Extension Schedule scans/crawls 1,000 pages scanned and saved annually across up to 2 projects/domains Unlimited scanning via Allyant Toolkit Chrome Extension 	HUB Subscription	\$1,750 Year 1 \$1,750 Year 2
	*\$1,500 for the main site + \$250/year per additional domain.	
Ongoing Accessibility Support [cityofouray.com, visiouray.com] <ul style="list-style-type: none"> Support can be used for any of the below services: Remediation Project Planning Development Team support Quality Assurance via manual-user testing Letter(s) of Conformance Affidavit of Accessibility Activity or Expert Rebuttal Report(s), if required Remote accessibility workshop Periodic Monitoring per Remediation Plan Integrated Allyant Help Desk FREE ProcureEnsure Software Assessment <ul style="list-style-type: none"> Future digital product and software procurement assessments under ProcureEnsure product upon request at no charge to Allyant clients. 		\$6,000 Year 1 \$6,000 Year 2
	Project Type	Fixed Fee
	Estimated Fees for Services	\$13,250 Year 1 \$13,250 Year 2

City of Ouray Total Cost	\$26,500 (Billed in two annual installments of \$13,250)
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Assessment Scope

The following views are based on a preliminary review of the domain(s) outlined in this Statement of Work. The scope is meant to be a collaborative effort between Client and Allyant to ensure the UX and unique functionality are accurately represented.

cityofouray.com	URL
Homepage	https://www.cityofouray.com/
City Maps	https://www.cityofouray.com/city_offices/community_development_vs3/maps_vs2.php
Human Resources	https://www.cityofouray.com/city_offices/administrative_services/human_resources_v1.php
Short Term Rentals	https://www.cityofouray.com/city_offices/community_development_vs3/short-term_rentals.php
How Do I	https://www.cityofouray.com/quick_links/how_do_i/index.php
Employment Opportunities	https://www.cityofouray.com/city_offices/administrative_services/human_resources_v1.php
Contact Us	https://www.cityofouray.com/quick_links/contact_us/index.php
Sitemap	https://www.cityofouray.com/sitemap.php
Accessibility Statement	TBD

visitouray.com	URL
Homepage	https://www.visitouray.com/
Ouray City Map	https://www.visitouray.com/ouray-city-map
Avalanche Info	https://www.visitouray.com/avalanche-info
Guides	https://www.visitouray.com/guides
Know Before You Go	https://www.visitouray.com/know-before-you-go
Getting Here	https://www.visitouray.com/traveling
Ouray App	https://www.visitouray.com/ouray-app
Contact Us	https://www.visitouray.com/contact-us
Accessibility Statement	TBD

* By executing this SOW or issuing a PO, Client agrees that the scope outlined above is accurate, has been reviewed and is approved by Client.

Assumptions

- Client's users of the Allyant HUB must be directly related to the project scope in this Agreement. Logins are based on email addresses and cannot be shared between Client staff.
- Help Desk tickets must be a single accessibility question that can typically be answered (including any replies) in one hour or less by trained Allyant Accessibility Engineers.
- Allyant is not a law firm; does not provide legal advice. Allyant encourages Client to work with experienced legal counsel to understand and apply the law to Client's situation.
- Allyant's reports and recommendations reflect Allyant's experience and understanding in the field of accessible technology. Client is responsible for the operation of its own business, and Client is always free to adopt Allyant's recommendations, in whole, in part, or not at all, as Client sees fit in its legal and business judgment.
- Total hours of work performed by Allyant during the assessment is not to exceed 68 hours:
 - cityofouray.com: 34 hours
 - visitouray.com: 34 hours
- Total hours of work performed by Allyant during the entire Ongoing Support services contract is not to exceed 80 hours.
- Allyant will provide Client with a monthly report detailing Ongoing Support hours consumed.
- Client may use hours for any digital accessibility review work under contract with Allyant
- Early termination by Client will result in Allyant issuing a final invoice for any unbilled hours for services provided up until date of termination.
- No refunds are granted for Annual Allyant HUB Subscriptions.

All of the following are out-of-scope services:

- All services not explicitly defined in this SOW.
- Travel, lodging and per diem costs affiliated with this project.
- Any out-of-pocket costs associated with the effort (e.g. printing, binding, displays, etc.)
- Review or Remediation of any digital materials such as emails, pdf's, statements or marketing content not listed in Pricing.

In the event that either Party requires changes to the scope originally identified in this SOW, a mutually agreed upon Change Order will be executed. Work on a Change Order shall not begin until SIPA and Allyant have executed a written agreement.

Allyant's reports and recommendations reflect Allyant's experience and understanding in the field of accessible technology. Client is responsible for the operation of its own business, and Client is always free to adopt Allyant's recommendations, in whole, in part, or not at all, as Client sees fit in its legal and business judgment.

Allyant Reviewed By Badges



The **Reviewed By Allyant** badge may be used on an Accessibility Statement Page, the footer of your site or other locations as needed. **Allyant** does not allow our Badge to be on a digital property where an [Overlay](#) is present or any other accessibility vendor badging.

Usage Guidelines:

- The image should link back to <https://allyant.com/digital-accessibility-auditing/>
- The image should have an alt attribute of "Reviewed By Allyant for Accessibility"
- The aspect ratio of the image should be retained (no stretching to fit)
- The badge may only be used on the site(s) or mobile apps indicated in this Statement of Work after the desired documents are executed.
- Continued use is granted as long as Client continues to subscribe to ongoing support services and the account continues to be in good standing.

Agreement

City of Ouray

Statewide Internet Portal Authority

Signature

Signature

Name

Name

Title

Title

Date

Date

EASEMENT FOR SMPA POWER LINE AND RELATED FACILITIES

This is a conveyance of an easement for an overhead power line and related facilities from the individual(s), corporation(s), partnership(s), or other entity(ies), named below as **GRANTOR** to **SAN MIGUEL POWER ASSOCIATION, INC.**, a Colorado Corporation (**SMPA**) whose address is P.O. Box 817, Nucla, Co. 81424.

The **GRANTOR** hereby sells and conveys to **SMPA** an easement, described below, and **GRANTOR** warrants the title to the easement.

The specific terms of this grant of easement are as follows: 20-foot-wide easement centered over line.

GRANTOR: City of Ouray

LOCATION AND DESCRIPTION OF EASEMENT:

Centered on overhead distribution line on Parcel # 451531300010 and Parcel 451531300015 with the exception of underground portion of a distribution feeder to feed new pad mount transformer and secondary wire for the new Water Holding tank Project. **SMPA** wo# 47741 See attached for description of easement.

RIGHTS AND TERMS GRANTED:

1. The right to erect, construct, reconstruct, replace, remove, maintain, upgrade to meet changing needs, and use an electrical overhead distribution line and related electrical facilities, and facilities, equipment and systems used or useable for the transmission or provision of commercial telecommunications and fiber optic services (including the transmission of voice, video and data signals and the transfer or shared use of dark fiber strands), with the right to inspect, alter, repair, maintain, upgrade, and remove the same in whole or in part at any time, on, over, under and across the premises described on the attached. Said overhead line shall consist of, but not be limited to, overhead wires, poles, down guys and anchors.
2. The right, at **SMPA's** option, at any future date, to replace any above-ground facilities described above with underground facilities used for the same or similar purposes and to reconstruct, replace, remove, maintain and upgrade such underground facilities.
3. The right of reasonable access to and from the above-described easement area, over and across the adjoining land of **GRANTORS** by means of existing roads, if any, or, otherwise, by such or route or routes as will minimize any damage or inconvenience to **GRANTOR**. Such right of access shall include the right to install, maintain and use gates in any fences which now cross or shall hereafter cross the above-described easement area.
4. All cable, conduit, or other electrical or telecommunication or fiber optic facilities installed within the easement area shall remain the property of **SMPA** and shall only be relocated or removed at the sole option of **SMPA**.
5. The right, from time to time, to trim or cut down and clear away trees and brush on the described easement and the right, from time to time, to trim and clear away any trees on either side of the described easement which may be a hazard to the facilities installed within the easement, provided that all trees which **SMPA** cuts, if valuable for timber or wood, shall be the property of the **GRANTOR**, but all brush and refuse shall be properly disposed of by **SMPA**.
6. The consideration for the grant of easement is One and no/100 Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by **GRANTOR**.

7. GRANTOR shall have the right to use the described easement area for any purpose which is not inconsistent with SMPA's enjoyment of the rights granted herein, provided that such uses by GRANTOR shall not interfere with or endanger any of the facilities within the easement area or use thereof by SMPA. GRANTOR shall not construct any buildings or structures or impound any water within or upon the easement area, or drill or operate any well within the easement area. GRANTOR shall not make use of the easement area in any manner that would violate any applicable code or regulation.

8. SMPA shall, at its cost and expense, make reasonable efforts to repair any damage that SMPA may cause to GRANTOR's property in the exercise of its rights hereunder.

9. This easement and its terms shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

10. The individual signing on behalf of GRANTOR hereby represents and warrants that he/she is properly authorized and empowered to execute this instrument on behalf of GRANTOR. GRANTOR covenants with SMPA that GRANTOR is lawfully seized in fee simple of the above-described property and easement area, that said property and easement area is free from all encumbrances and that GRANTOR will forever warrant and defend all of the easement so granted to SMPA, against every person claiming any interest in the easement area or any part thereof.

Executed by GRANTOR(s) on the _____ day of _____, 20_____.

(Name of Grantor(s), Corporation, Partnership or other entity)

by _____

by _____
(signature)

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

by * _____

by* _____

(*name individual Grantor(s) or if Grantor is Corporation, Partnership or other entity, then identify signers as authorized signatory of the entity)

My commission expires _____ (SEAL)

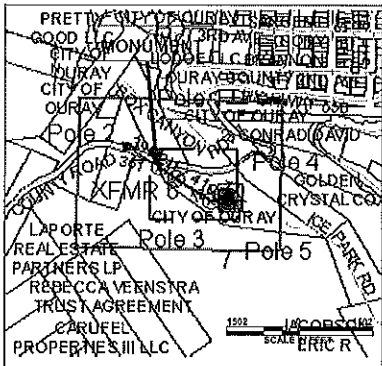
Notary Public _____

OURAY WATER TANK WO#47741 CITY OF OURAY

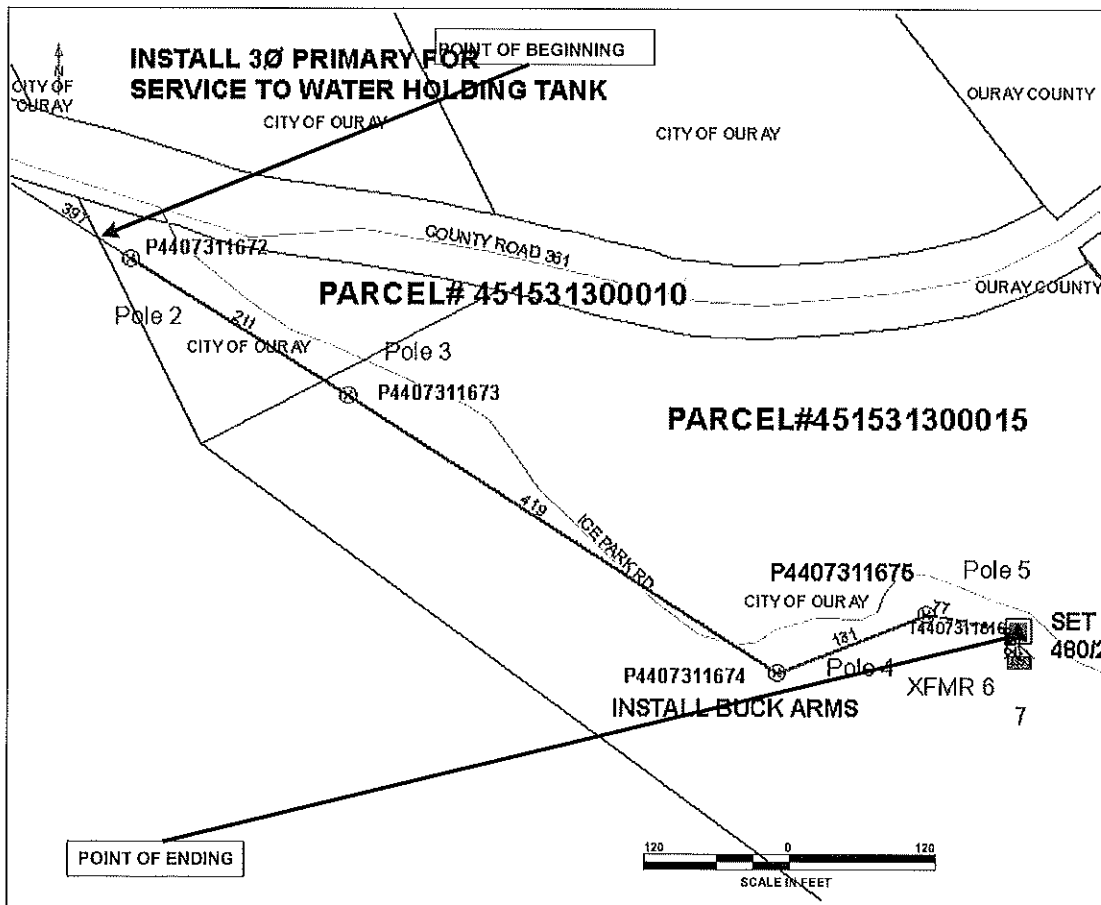
Page 1 of 1
By and Between CITY OF
OURAY and SMPA
Initials _____

T44N, R07W, Section 31: Southwest

Bearing and distances are approximated based on GPS data gathered and projected into
NAD_1983_StatePlane_Colorado_South_FIPS_0503_Feet



A strip of land 10.00 Feet on either side of a line with a POINT OF BEGINNING in the Southwest Quarter of Section 31, Township 44, Range 07 which lies N71°33'54.184"E a distance of 4 Feet from monument located at 38°0'56.086"N, 107°40'34.370"W in the Southwest Quarter of Section 31, Township 44, Range 07;
thence S57°13'49.389"E a distance of 662 Feet;
thence N69°2'39.151"E a distance of 133 Feet;
thence S80°13'3.335"E a distance of 78 Feet to the POINT OF TERMINATION located in the Southwest Quarter of Section 31, Township 44, Range 07.



MEMORANDUM OF UNDERSTANDING

Colorado Department of Local Affairs and City of Ouray

This memorandum of understanding ("Agreement") is entered into and executed by the Colorado Department of Local Affairs ("DOLA"), and the City of Ouray (the "City").

I. RECITALS

WHEREAS, the National Main Street Program strives to revitalize older and historical commercial districts to build vibrant neighborhoods and thriving economies; and

WHEREAS, the Colorado Main Street Program is the State's coordinating program to help Colorado's local Main Street Programs with proven revitalization strategies and needed organization to help identify and leverage opportunities and resources to further the National Main Street Center's Program goals; and

WHEREAS, the City is committed to enhancing downtown; and

WHEREAS, the City wishes to create a vibrant and historic small town where the entire community gathers and connects; and

WHEREAS, the City wants to retain, attract, and improve access for businesses to promote the local economy; and

WHEREAS, the City helps support these goals by providing support to local businesses, hosting/supporting local events to create a vibrant community, funding/supporting beautification projects, connecting businesses to resources; and

WHEREAS, the City benefits greatly by having access to additional grant funding only offered to official Main Streets Programs; and

WHEREAS, enhance the City's economic development efforts, which will benefit the entire community.

II. AGREEMENT

THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the parties hereto agree to the following regarding the City:

A. The Colorado Main Street Program agrees to:

Assist the City and local program manager in understanding and following the National Main Street Approach.

Provide the City and the local program manager with the necessary information to promote the Colorado Main Street program.

Provide the City and the local program manager with training opportunities and technical assistance regularly and upon request, including periodic professional development training and the annual Main Street Summit.

Advise the City and the local program manager of additional training and grant opportunities.

Conduct an annual visit to the City to discuss the current community work plan, future work plan, this Agreement, and the requirements and prerequisites of the tiered program.

Review the local program self-assessment annually per Main Street America™ Program accreditation criteria.

Offer and administer scholarship grants subject to available funding. DOLA will advise the City and the local program manager on procedures and policies for applying for funding.

Offer and administer non-competitive mini-grants subject to available funding. In order to be eligible for mini-grants, the project or item must be listed on the local program's Annual work plan that is submitted to DOLA/ Colorado Main Street annually. DOLA will advise the City and the local program manager on procedures and policies for mini-grant eligibility and opportunities.

Offer and administer funding to hire consultants to aid the City and the local program manager in completing community-identified work plan projects subject to available funding.

Act as liaison and facilitate communications between City and other Main Street communities, state agencies, partners, and the Main Street America™ Program, as they relate to the local program.

Provide technical assistance and assistance with the organizational development of the program to the City and the local program manager as requested and as resources are available. Requested services must be related to Main Street's Strategic Plan initiatives.

Offer preservation architectural services as available to the City businesses.

B. City and local program agree to the following requirements as described in the Program Prerequisites and Requirements section of the Colorado Main Street Program Manual:

Follow the National Main Street Approach™ as recommended by the Main Street America™ Program and the Colorado Main Street Program.

Maintain an active board of directors with a diverse representation of community stakeholders.

Maintain a single point of contact for communications with the local program manager to coordinate activities.

Develop and support the implementation of a multi-year strategic plan incorporating the community's vision and the Main Street Four Points.

Identify and work toward 1-3 Transformation Strategies annually.

Develop an Annual Work Plan in coordination with the City on or before the deadline listed in the Colorado Main Street Program Manual.

Maintain an adequate budget for local program sustainability.

Maintain a Main Street district boundary map.

Maintain and continually improve community awareness of the local program and garner support from the private and public sectors.

Positively promote the City and local program community as an official Colorado Main Street Community. Use the Colorado Main Street logo on all DOLA-sponsored Main Street trainings, websites, reports, and other materials.

Attend at least two Main Street trainings annually, provided by DOLA, Main Street America™, or other agencies, for continuing professional development. Training may be attended by the Local Program Manager, staff, board members, or volunteers.

Attend the Main Street Summit annually as provided by DOLA. In the event that the Local Program Manager cannot attend, the Local Program Manager shall coordinate with the Local Program Board of Directors for representation and attendance.

Host a DOLA on-site visit to the City and assist with local arrangements.

Host an annual board of directors retreat to develop the local program's annual work plan, discuss priorities, and recognize achievements and volunteers. Annually, present the work plan to the City for alignment of priorities and objectives.

Submit quarterly reports and reinvestment statistics as required by the Colorado Main Street Program. As needed, support the Local Program Manager in reinvestment statistics reporting.

Apply for DOLA mini-grant funding to Colorado Main Street. The project must be listed on the annual work plan.

Present at least once annually a "State of Main Street" report to the City and submit a copy of the report to DOLA.

Present an annual financial report to the City and DOLA.

Support the local program manager in applying for eligible grant opportunities.

The City agrees to act as the fiscal agent for all contracts and grant agreements for the local program.

Maintain compliance with all program requirements as outlined in the Colorado Main Street Program Manual, listed under prerequisites and requirements. If the local program is at the **Excelling** or the **Exceptional** level, this includes:

- Complete an annual review to evaluate the performance of the local program manager.
- Maintain a volunteer management program.
- Maintain a website or webpage for the local program.
- Attend at least one Certified Local Government training.
- Maintain a succession/transition plan for local program staff and board members.
- Maintain a building and property inventory.
- Maintain a business inventory of the Main Street district.
- Maintain a historic building inventory and list of historic assets of the Main Street district.
- Demonstrate a strong adherence to the Main Street program's historic preservation goals and policies.

Maintain compliance with this Agreement and state and local laws. If the City is unable to comply with any state and/or local laws, they must reach out immediately to the DOLA PM for review.

III. TERM AND OTHER CONDITIONS

A. This Agreement will align with the DOLA mini-grant program.

B. The term of this Agreement shall begin on February 2024 and remain in place until and unless terminated by any party. In the event that the City changes tiers according to the requirements of the Colorado Main Street Program or the Colorado Main Street Program changes program requirements to be inconsistent with the terms of this Agreement, the parties agree to work toward amending this Agreement in compliance with those requirements.

C. This Agreement may be amended only in writing with the approval of the DOLA Main Street Coordinator, the President of the Board for the local program, and the City elected officials.

D. Notwithstanding any other provisions of this Agreement, if funds anticipated for continued fulfillment at the time of the Agreement are, at any time, not forthcoming or insufficient, then DOLA shall have the right to amend or terminate this Agreement.

E. If any party fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any terms of this Agreement, DOLA shall have the right to terminate this Agreement and withhold further services.

F. Colorado Main Street Program Manual is a reference document for this Agreement. In the event of a conflict between this Agreement and the Colorado Main Street Program Manual, the Agreement will be controlling.

IV. REPRESENTATIONS AND WARRANTIES

The City represents and warrants (i) that it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement, (ii) that the performance of the services called for by this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that it will not use in the performance of responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that it has not entered into nor will enter into any agreement (whether oral or written) in conflict with this Agreement.

V. ENTIRE AGREEMENT AND NOTICE

This Agreement contains the entire understanding of the parties and may not be amended. Any notice given under this Agreement will be sufficient if it is in writing and 1) if sent by certified or registered mail or 2) by electronic mail with receipt confirmed by the receiving party, to:

Colorado Department of Local Affairs:

Director, Division of Local Government

1313 Sherman Street, Rm 521

Denver, CO 80203

City of Ouray, Colorado:

Ethan Funk, Mayor

320 6th Avenue, P.O. Box 468

Ouray, CO 81427

VI. COMPLIANCE WITH LAW

In connection with his/her services rendered hereunder, all parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations.

CITY

Mayor's signature

Date

Ethan Funk

Print name

LOCAL PROGRAM



Chair's signature

4-10-2024

Date

Glenn Boyd

Print name

COLORADO DEPARTMENT OF LOCAL AFFAIRS



Representative's signature

February 09, 2024

Date

Chantal Unfug

Print name

CITY OF OURAY
Professional Service Agreement

THIS AGREEMENT is entered into effective this 15th day of April 2024 by and between: The CITY OF OURAY, a Colorado home rule municipal corporation (the City); and PHOTONIC MEDIA, LLC, with its principal office located at 417 Ridgway Drive, Ridgway, Colorado, 81301 (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 or about May 1, 2024 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 March 15, 2025, 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 twenty-five thousand dollars (\$25,000.00) to be paid in two installments with the first ½ being upon execution of this agreement and the second half upon completion.
4. PAYMENT FOR SERVICES. The Professional shall submit an invoice to the City describing the professional services rendered. No indirect charges shall be invoiced unless approved in writing after audit by City. Indirect charges shall not be added to subcontractor work. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after forty-five (45) 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 Three Hundred Thousand Dollars (\$300,000.00).
 - 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. Work Product. The finished film as set forth in Exhibit A, shall be owned exclusively by the City of Ouray and exclusive right, title, and ownership to all materials, including films, visual and audiovisual works, created hereunder, whether included in the finished film or not. The Grantee has no ownership rights in any of Ouray materials, including films, visual and audiovisual works.
11. ASSIGNMENT. The Professional shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
12. PAYMENTS BY CITY. All payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
13. 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.
14. 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.
15. 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.
16. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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

Attest:

Melissa M. Drake, Clerk

PROFESSIONAL:

Henry Russell Braxtan, Member

Exhibit A to PSA - Photonic Media LLC

EXHIBIT A STATEMENT OF WORK

- I. **Project Description: "Ouray 150th anniversary documentary video"**
- II. The City of Ouray agrees to award "Photonic Media (hereinafter called "Vendor") to provide for production funds to produce a documentary about the city and region, focusing on the history, geography, geology, current trends, and what the future may hold.

A. Parties:

- **Ouray:**

Silas Clarke, MPA, ICMA-CM
City Administrator

City of Ouray

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

Ouray, CO 81427

- **Vendor / Grantee:**

Hank Braxtan

Photonic Media

417 Ridgeway Dr

Grand Junction, CO 81507

hankbraxtan@gmail.com

C. Glossary:

As defined by *C.R.S. 24-48.5-114*:

- "**Film**" means any visual or audiovisual work, including, without limitation, a video game, television show, or a television commercial, that contains a series of related images, regardless of the medium by which the work is fixed and from which it can be viewed or reproduced, and that is primarily intended to be either: **(I)** Commercially exploited by being shown in theaters or on television licensed for the home or international market, or otherwise; or **(II)** For internal industrial, corporate, or institutional use.
- "**Film**" does not include an obscene film.
- "**Production activities**" means the shooting of a film, support activities related to such shooting, and any preshooting or postshooting activities that commence on or after May 1, 2024, and that are necessary to produce a finished film, including but not limited to editing and the creation of sets, props, costumes, and special effects.

III. Work Tasks, Deliverables and Timeline:

- a) VENDOR will produce and deliver a half-hour documentary that meets RMPBS delivery specifications.
- b) Ouray and VENDOR will collaborate on editing and deliverables.
- c) Notes will be provided by Ouray within two weeks of VENDOR edit draft delivery.

- d) VENDOR will address notes within one week from the date Ouray supplies the notes.
- e) Ouray reserves the right to make final editing decisions.
- f) All production activities must be completed by March 15, 2025.

IV. Acceptance Criteria

- a) Receipt of DELIVERABLES.
- b) Proof of submission to RMPBS.

V. Reporting

- a) VENDOR will be in frequent communication with Ouray. VENDOR will work with Ouray throughout the development stages to confirm finalization of interviews and messaging, and to ensure a final product is created and distributed throughout Ouray's social media channels.
- b) VENDOR will make reasonable effort to provide rough cuts at Ouray's request, but would prefer to turn in a presentable first cut as soon as it's ready, with the goal of having the video finished and ready for public viewing before Summer 2025.

VI. Budget:

The budget payable to Vendor by Ouray shall be \$25,000 paid in two payments, consisting of 50% up front fee and 50% upon delivery. Satisfactory performance under the terms of this agreement shall be a condition precedent to Ouray's obligation to compensate the Vendor. Ouray shall not be liable to pay or reimburse Vendor for any performance hereunder prior to the SOW Service From Date as shown on the cover page of this SOW.

VII. Payment:

- a) Ouray shall pay Vendor for all amounts due within 45 days after receipt of products or services and a correct notice of the amount due.

VIII. Ownership

- a) Notwithstanding anything in contradiction to the above, the materials created as a result of this Grant shall be deemed a 'work for hire' and Ouray shall retain the exclusive right, title, and ownership to any and all materials, including films, visual and audiovisual works, created hereunder, whether included in the finished film or not. The Grantee has no ownership rights in any of Ouray materials, including films, visual and audiovisual works.
- b) VENDOR will turn over all captured materials and edit file on a hard drive for Ouray to keep a copy of. VENDOR will also be available within reason to make edits, shorter versions of the video or updates in the future, depending upon agreed additional rate.

Future Agenda Items/Work Sessions

- Dark Sky Ordinance
- Huckstering Permit Re-examine Permit and Fees (City Staff owe Council recommendations)
- Additional Fee & Fine Schedules
- Waterview PUD Fines as Outlined in Guidelines
- Alcohol at the pool (Delayed Until Alternative Heat Source Report Decision)
- Workforce & Attainable Housing
- Branding (Logo) Trademark Guidelines