

**AGENDA
OURAY CITY COUNCIL**

Monday, May 20, 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. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING - Ordinance 3, Series 2024 - Adding Parking Restrictions for Snow Removal on Side Streets
5. CEREMONIAL/INFORMATIONAL
 - a. Proclamation 2, Series 2024 - Ouray County Pride Month - June
 - b. Proclamation 3, Series 2024 - Mountain Rescue Day - June 15, 2024
 - c. Ouray Ice Park End of Season Report
6. APPROVAL OF MINUTES - May 6, 2024 Meeting
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
 - a. FPPA Agreement - Firemen's Pension Fund
 - b. Sidewalk Liquor Service - Ouray Brewery
 - c. Sidewalk Liquor Service - Outlaw Restaurant
 - d. Liquor License Renewal - El Reno Inc. dba Mi Mexico Mexican Family Restaurant
 - e. Liquor License Renewal - TMC Lodge, LLC, dba Box Canon Lodge & Hot Springs
 - f. Liquor License Renewal - Outlaw Restaurant
11. ACTION ITEMS
 - a. Ordinance 3, Series 2024 - Adding Parking Restrictions for Snow Removal on Side Streets - Second Reading

- b. Ordinance 4, Series 2024 - Emergency Ordinance Reducing the Charge for Recycling
 - c. Resolution 8, Series 2024 - Canceling the June 18, 2024, City Council Regular Meeting
 - d. Resolution 9, Series 2024 - Authorizing the City Administrator to Execute an Addendum to the Water Plant Construction Oversight Agreement with Element Engineering, LLC, Extending its Term
 - e. MOU Between Ouray Police Department and Ouray School District
 - f. Lease Agreement for Radio Equipment on Red Mountain #3
 - g. Special Noise Permit Application - Beaumont Hotel and Spa June 9, 2024
 - h. Special Noise Permit Application - Beaumont Hotel and Spa July 24, 2024
 - i. PSA with Element Engineering, LLC, for Geothermal Pipeline Engineering
 - j. PSA with PST Engineering, LLC, for Parking Study
 - k. PSA with PST Engineering, LLC, for Fellin Park/Hot Springs Pool Parking Lot Storm Drainage Design
12. DISCUSSION ITEM - Future Agenda Items
13. ADJOURNMENT

CITY OF OURAY

ORDINANCE NO. 03 (SERIES 2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO REPEALING AND REPLACING OURAY MUNICIPAL CODE, CHAPTER 14-8-G, TO ADD PARKING RESTRICTIONS FOR SNOW REMOVAL DURING THE DAY ON THE SIDE STREETS DIRECTLY OFF OF MAIN STREET IN THE COMMERCIAL DISTRICT BETWEEN 4TH AND 8TH AVENUES; AND ADDING PENALTIES THEREON.

WHEREAS, City Council reviewed the winter parking restrictions for snow removal on Main Street and found it necessary to restrict parking on side streets directly off Main Street located between 4th and 8th Avenue on certain days of the week, to allow for adequate snow removal as depicted on the Map 14-8-G-3; and

WHEREAS, the City Council directs staff to order no parking signage be erected which comports with the current winter overnight no parking signage within the City, to notify the public regarding the no parking restrictions in the winter; and

WHEREAS, the City Council finds that these additional parking restrictions during the winter months to allow for plowing are for the health, safety, and welfare of the public.

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

SECTION 1:

Section 14-8-G is repealed and replaced as follows:



G. Parking Prohibited for Snow Removal

1. Every year between November 1 and May 1, all parking of motor vehicles or other vehicles of any sort is prohibited between the hours of 12:00 A.M. and 7:00 A.M. on those parts and portions of Main Street extending between Second Avenue on the south and Tenth Avenue on the north end, in order that the removal of snow may be effectively accomplished by either the City snow plows or by equipment of the State Highway Department engaged in assisting the City in the removal of snow from such portions of Main Street.
2. Between November 1 and May 1, parking of motor vehicles or other vehicles of any sort is hereby prohibited between the hours of 12:00 A.M., and 7:00 A.M., on:

- a. 320 6th Avenue along the front of City Hall, the ambulance bay, and the fire department bays on the east; and
 - b. 541 Fourth Street and 421 Sixth Avenue, along the front of the Ouray County Courthouse and Sheriff's office.
3. Between November 1 and May 1, all parking of motor vehicles or other vehicles of any sort is prohibited between the hours of 7 A.M. and 4:00 P.M. on those parts and portions of 8th, 7th, 6th, 5th, and 4th Avenues depicted on Map 14-8-G-3 with colored coded days in which parking is prohibited.

Map 14-8-G-3
Commercial District On-street Parking Prohibition for
Snow Removal



Monday	
Tuesday	
Wednesday	
Thursday	



4. Any violation of this Subsection G is hereby declared to be and to constitute a public nuisance and is unlawful, and obstruction to such street, and such motor vehicle or other vehicle may be removed, forcibly or otherwise.

SECTION 2: EFFECTIVE DATE.

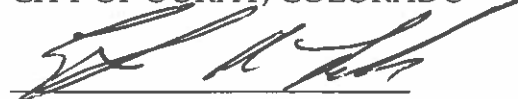
The provisions of this Ordinance shall become effective pursuant to the City Charter, § 3.5.

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 4 to 0 vote of the Ouray City Council this 6TH day of May 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 May 2024.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 03 (Series No. 2024), was introduced, read, and passed by the Ouray City Council on first reading on 6th day of May 2024. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on May 9, 2024, and thereafter introduced, read, and adopted by the Ouray City Council on May , 2024, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk



CITY OF
OURAY
 COLORADO

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

**PROCLAMATION NO. 2, 2024
 OURAY COUNTY PRIDE PROCLAMATION**

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

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

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

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

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

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

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

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

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

NOW, THEREFORE I, Ethan Funk, the Mayor of the City of Ouray, do hereby proclaim support for June as Pride Month and the fourth annual Ouray County Pride celebration on June 15, 2024 in support of the LGBTQIA2S+ community.

 Ethan Funk, Mayor

May 20, 2024

ATTEST: _____
 Melissa M. Drake, City Clerk



CITY OF
OURAY
COLORADO

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

**PROCLAMATION NO. 3, 2024
OURAY MOUNTAIN RESCUE TEAM DAY**

WHEREAS, in 1974 a group of Ouray County volunteers organized to meet a need of assisting people in the backcountry and formed the Ouray Mountain Rescue Team (“OMRT”), and

WHEREAS, the City of Ouray, Ouray County, and the San Juan Mountain region has greatly benefitted from the establishment of OMRT; and

WHEREAS, the safety and well-being of our community members and visitors are of paramount importance; and

WHEREAS, the rugged and often unpredictable terrain of our region presents challenges and hazards to those who venture into them; and

WHEREAS, the selfless dedication and tireless efforts of volunteer members of OMRT have saved countless lives and provided vital assistance to those in distress in the San Juan mountains; and

WHEREAS, OMRT members exemplify the spirit of compassion, bravery, and community service by willingly putting themselves in harm’s way to aid others in need; and

WHEREAS, the commitment of OMRT to training, preparedness and collaboration with other first responders and emergency service agencies enhances the effectiveness and efficiency of rescue operations, ensuring the best possible outcomes for those in peril; and

WHEREAS, OMRT averages thirty rescues annually, ranging from incidents involving ice and rock climbing, hiking, via ferrata, off-road vehicle vehicles, canyoning, horseback riding, snowshoeing, skiing, vehicle accidents, lost hunters and hikers, and more; and

WHEREAS, OMRT volunteers respond to missions that can take a few hours, to multi-day missions, often leaving jobs and families to voluntarily respond to calls; and

WHEREAS, OMRT volunteers dedicate approximately 2,000 hours of training each year, and

NOW, THEREFORE I, Ethan Funk, the Mayor of the City of Ouray, do hereby proclaim June 15, 2024 as **Ouray Mountain Rescue Team Day** in the City recognizing **Ouray Mountain Rescue Team - 50th Anniversary**. I express the City’s deepest gratitude and unwavering support for the invaluable contributions of the Ouray Mountain Rescue Team. I further urge all residents and visitors to recognize the vital role these volunteers play in our community by extending support through donations, encouragement and volunteerism where possible. Together we can honor their commitment by promoting safety awareness, responsible recreation practices, and mutual aid in times of crisis.

Ethan Funk, Mayor

May 20, 2024

ATTEST: _____
Melissa M. Drake, City Clerk



OURAY ICE PARK

2023-2024
END OF SEASON
REPORT



OPENING LETTER

FROM OUR EXECUTIVE DIRECTOR PETER O'NEIL

THE OURAY ICE PARK, INC. (OIPI) IS PLEASED TO PRESENT THIS 2023/2024 OURAY ICE PARK POST SEASON REPORT.



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

This season, we had a lot of new faces, including a new operations manager, Corey Gera. (Although Corey, had three years of experience previously as a ranger.) The team jelled quickly and was firing on all cylinders, even before the Park opened to the public. It feels good that a new generation is starting to take the reins. We will close this fiscal year with OIPI in a very good financial position. We will end the year with enough of a surplus to continue operating during the summer and early fall to prepare for the 2024/2025 season, and to continue work on Our Water Our Future capital campaign.

OPENING LETTER

CONTINUED...

One of our greatest successes this season was collaborating with Silas Clarke and the City of Ouray to work with Eric Jacobson to consummate the closing of his property donation to the community. This historic — and generous — donation by Eric has helped to secure the future of all of the Ice Park's terrain in perpetuity. What a win! And our "traditional" Ouray Ice Festival and Competition, which celebrated its 29th year, went off as smoothly as ever. The All In Fest, in its 3rd year saw more than a doubling of participation, to almost 250, helping to secure Ouray's place in the climbing world as a welcoming and inclusive place for all climbers.

This report presents a summary of our activities and highlights from our 2023/2024 season. We hope you find this information informative and useful. We also hope that this report demonstrates that the Ouray Ice Park, a unique and special City asset, is in good hands, and is being well stewarded by the staff and board of directors of OIPI, in the interest of the whole community.



OUR TEAM



RANGERS

ALLY BLOOM
ZOE ZARKO
MATT BOONE
MATT DURHAM

FARMERS

TIM FOULKES
SARAH GOODNOW
JASON WATKINS
LANDON NURGE

ADMIN

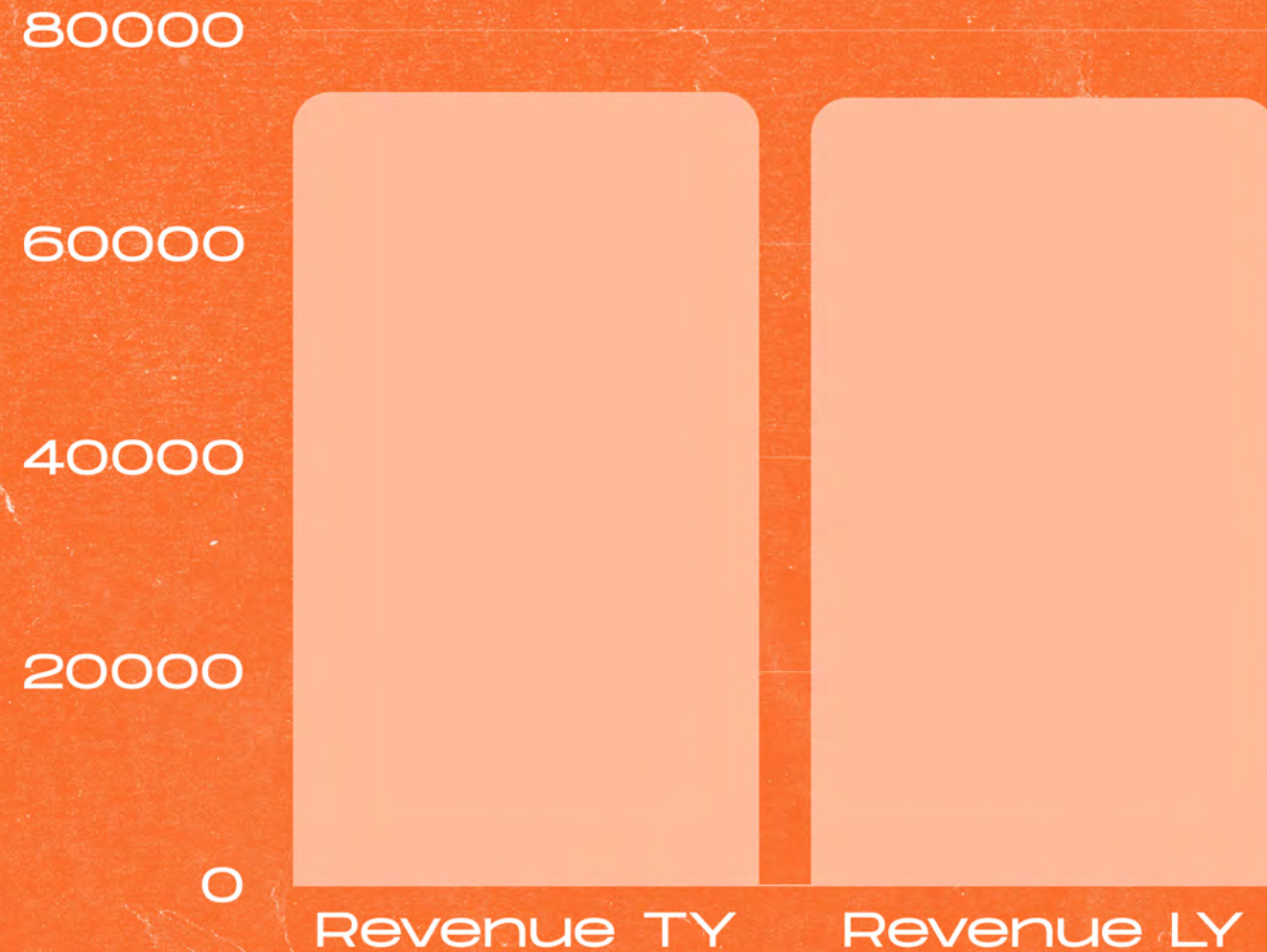
PETER O'NEIL
COREY GERA
CHRISTINA LUJAN
BAYLEY WOOD

BOARD OF DIRECTORS

PRESIDENT: LORA SLAW
FRANK ROBERTSON
JOHN HULBURD
BILL LEO
BRIAN BRIGGS
JENNY HART
JACKIE LAUDERDALE



MEMBERSHIP



TOTAL REVENUE:
\$74,225
+3% INCREASE

BASIC | \$75

773 MEMBERS

- Early Access
- Swag
- Discounts with Local Businesses
- Discounts with Industry Brands

PRO | \$200

46 MEMBERS

- All perks of Basic
- PLUS one free All Access Pass to Ice Fest

AMBASSADOR | \$500

16 MEMBERS

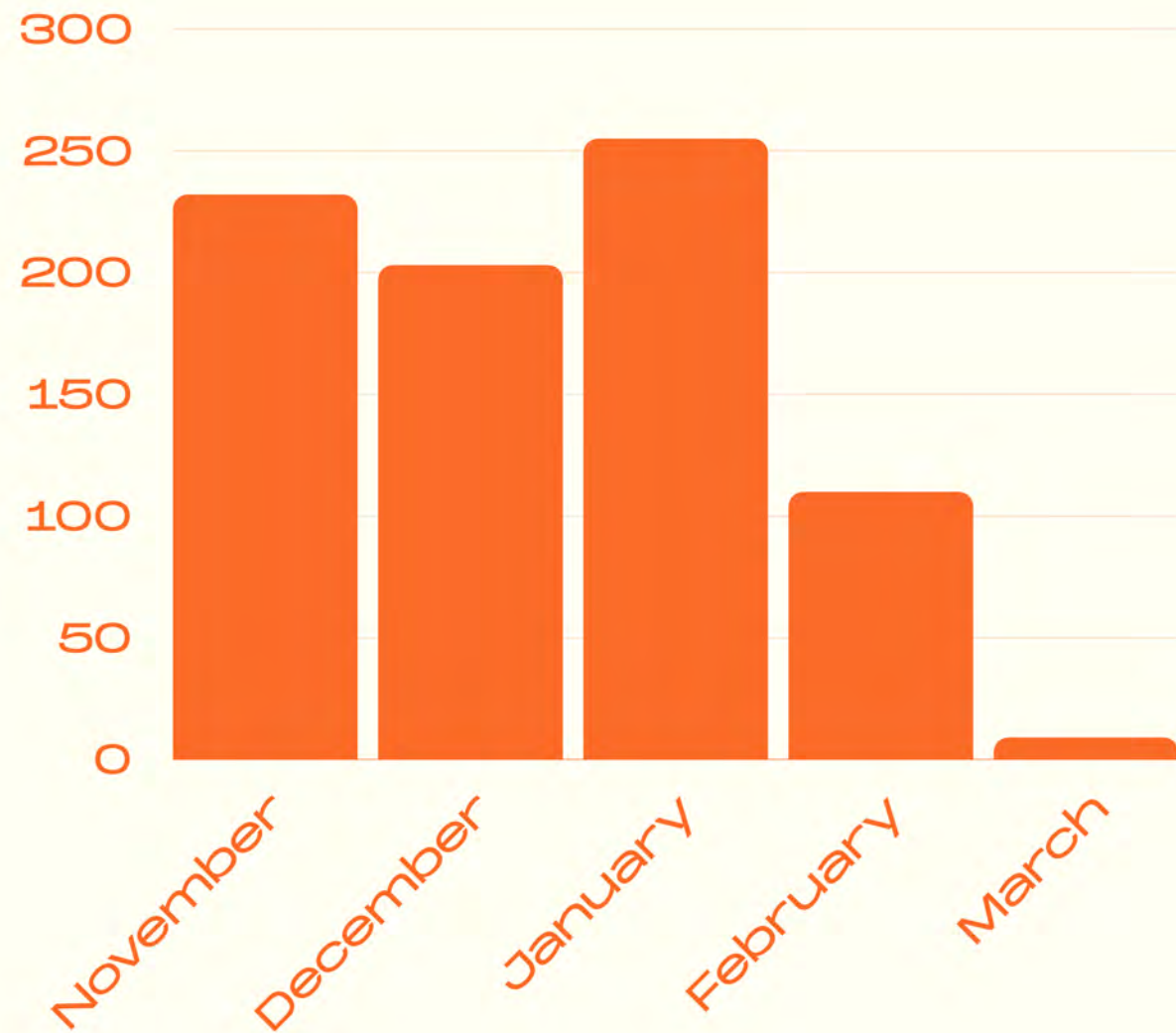
- All perks of Basic
- Plus two free All Access Passes to Ice Fest
- Early Access one week before opening

TOTAL MEMBERS: 835
+0.8% INCREASE



MEMBER BREAKDOWN

REGISTRATION DATE

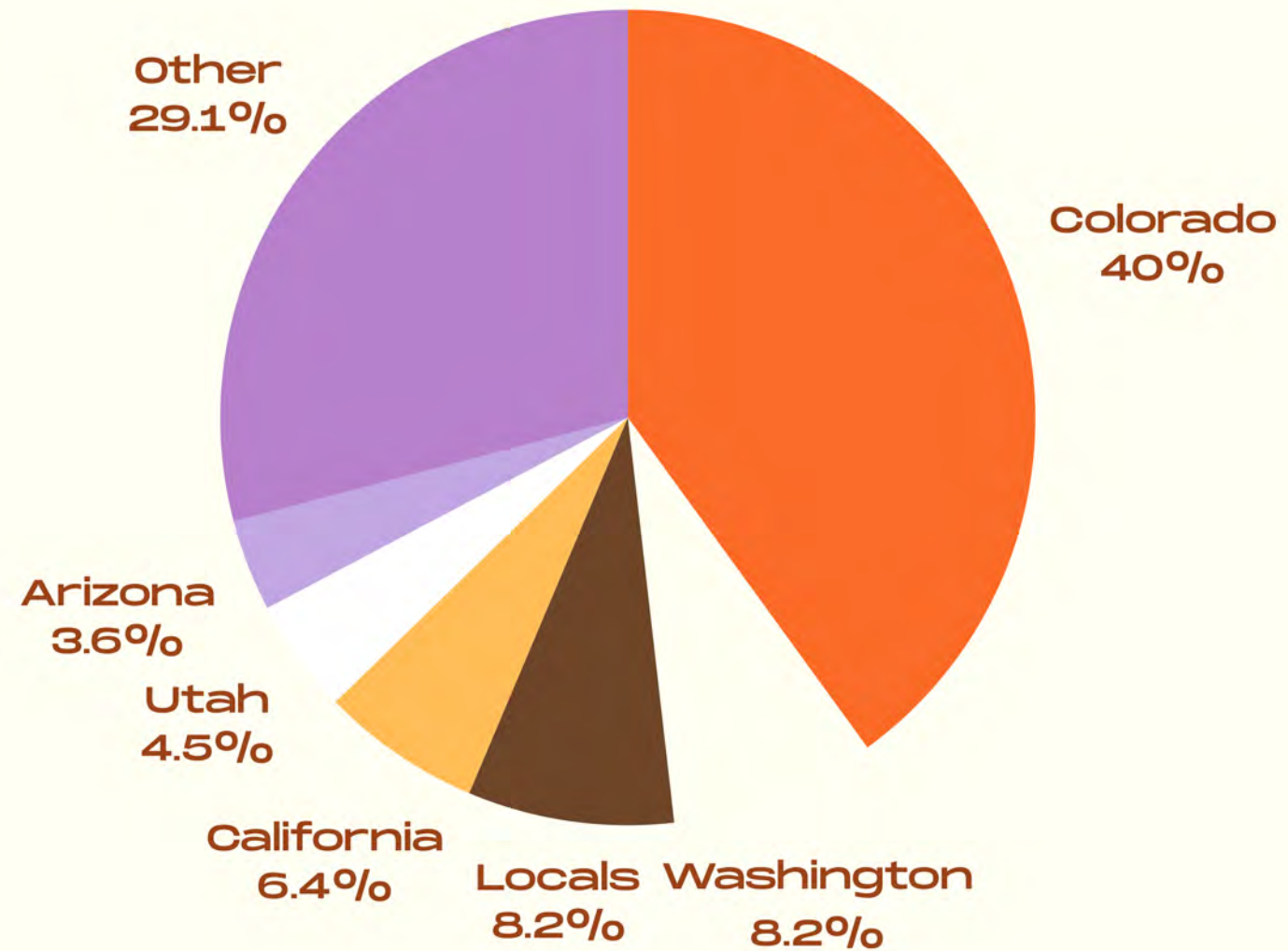


9% LOCALS

- 78 MEMBERS FROM OURAY, RIDGWAY, MONTROSE
- 39 ARE GUIDES

37% RETURNING MEMBERS

LOCATION



MEMBER EVENTS

TOOL SHARPENING WORKSHOP

6 PARTICIPANTS

- 3 memberships sold day of
- Social posts reached 4,017 accounts
- Emailed opened by 1,421 subscribers with 50 clicks on the Membership page

ANNA PFAFF AND MIKE GARDNER PRESENTATION

80 PARTICIPANTS

- \$360 in door sales for non-members
- Social posts reached 9,551 accounts
- Emailed opened by 1,541 subscribers with 39 clicks on the Membership page and 25 clicks on the Basecamp page

CLINICS WITH MICAH

12 PARTICIPANTS

- 13 memberships sold day of
- Social posts reached 11,181 accounts
- Emailed opened by 1,583 subscribers with 18 clicks on the Membership page

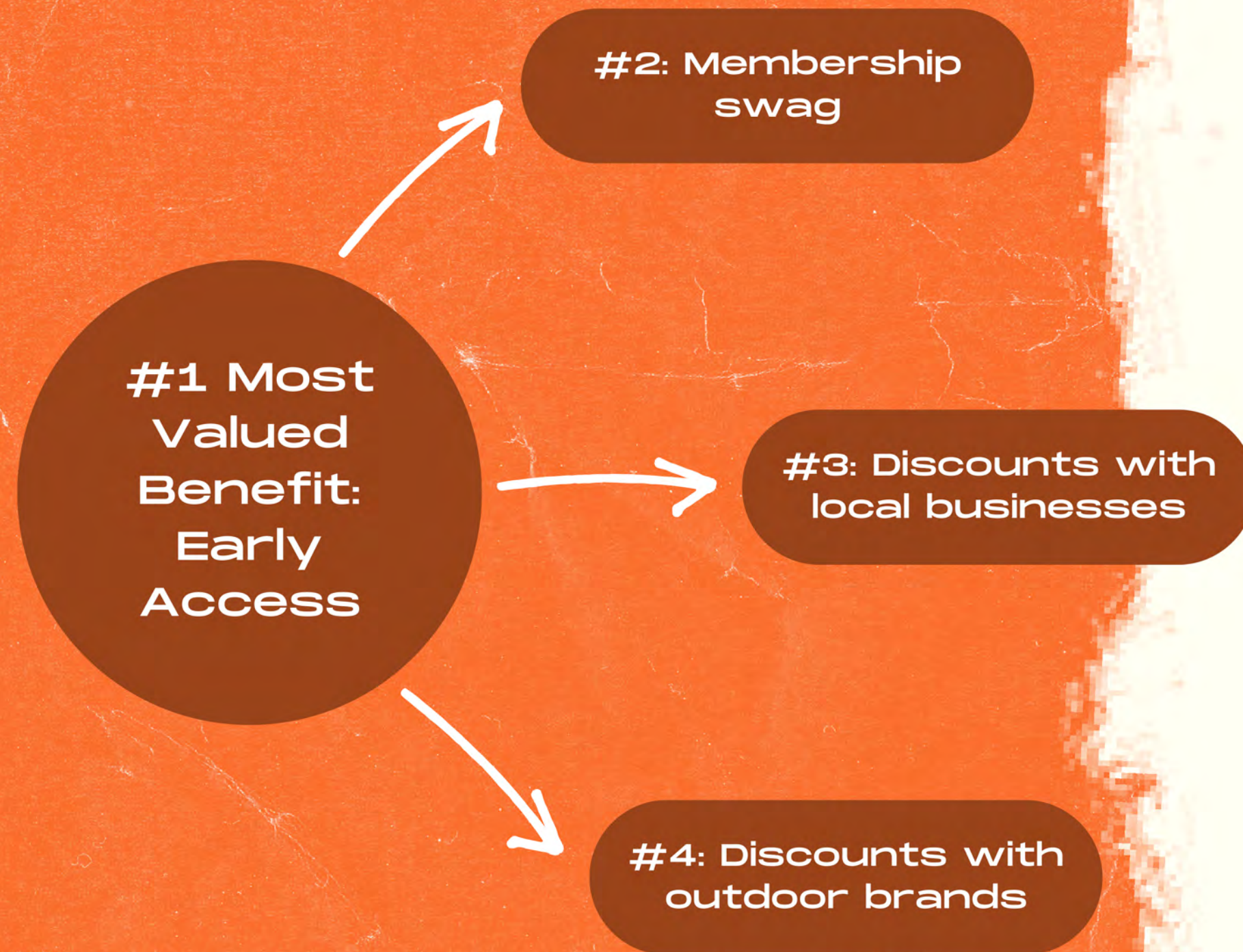
MOUNTAINFILM – OURAY

70 PARTICIPANTS

- 32 member sales, 38 non-member
- \$2,105 in total revenue
- Social posts reached 6,660 accounts
- Email opened by 5,857 subscribers with 50 clicks on the Membership page, 30 clicks on the Facebook Event page



MEMBER SURVEY

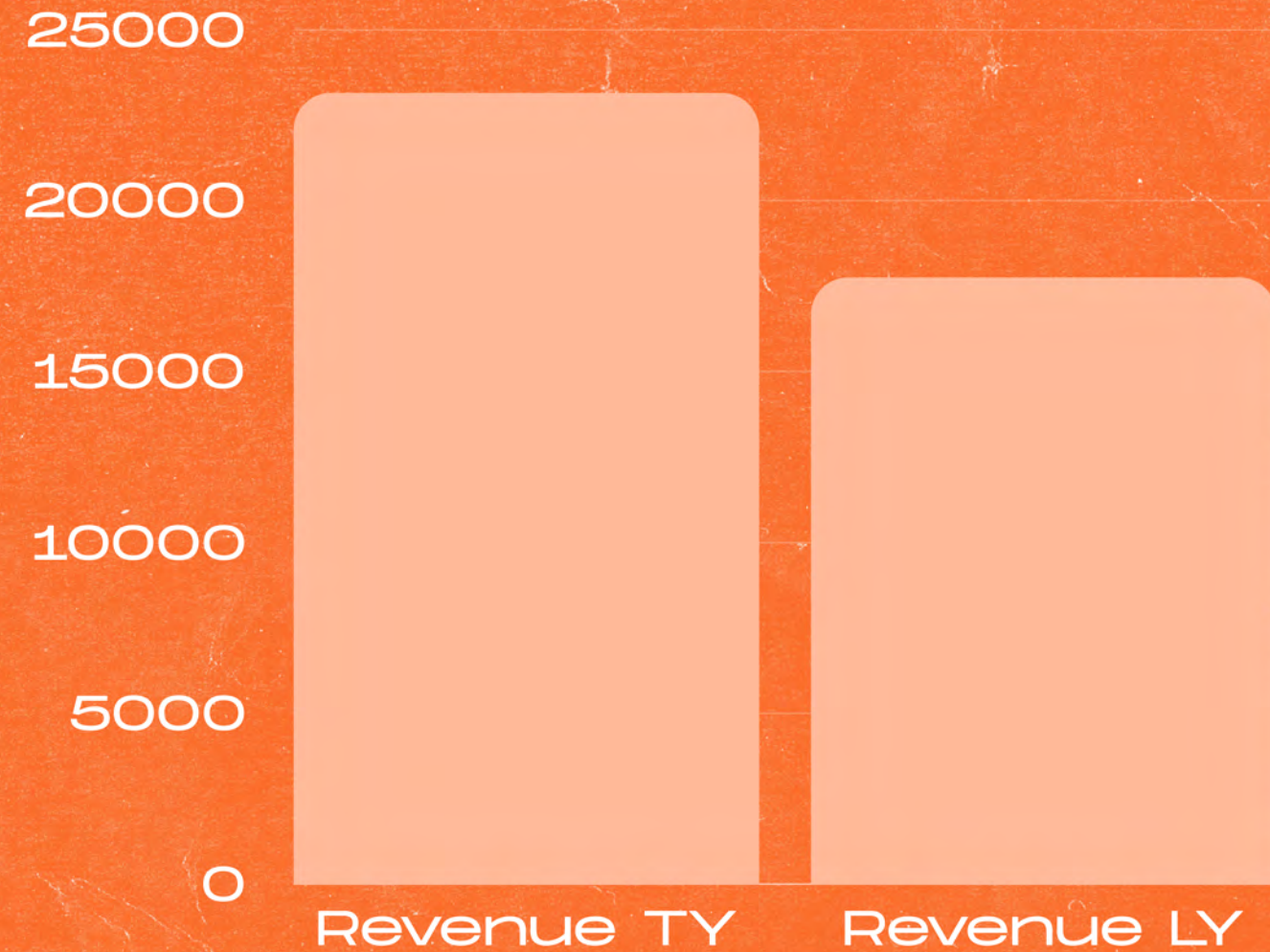


178 RESPONSES

KEY INSIGHTS

- 87% of members join the program to support the park, not solely for perks
- Many members would like to see t-shirts come back, and/or discounts on Ice Park apparel
- We had a lot of feedback about different ways we could extend access to members, i.e. staying open until 4:30pm, opening certain sections for members-only, closing routes for members, etc.
- Members are also anxious for updated guidebooks that match anchor numbers, and more condition updates
- 42% of members would like an auto-renew option, 22% do not, and 34% did not care either way.
- 34% of members climbed 5+ times in the park this season, 30% 3-5 times, 20% 2-3 times, usually just in 1-2 trips
- In regard to member events, many members called out a need for more clinics and workshops

COMMUNITY SPONSORSHIP



TOTAL REVENUE:
\$22,655
+27% INCREASE

CLIMBING ICON | \$2,000

15 BUSINESSES

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

ROUTE SETTER | \$1,000

6 BUSINESSES

- Print advertising
- Web advertising
- Social media advertising

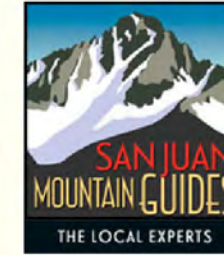
LEAD CLIMBER | \$500

9 BUSINESSES

- Print advertising
- Web advertising

TOTAL SPONSORS: 30
+15% INCREASE

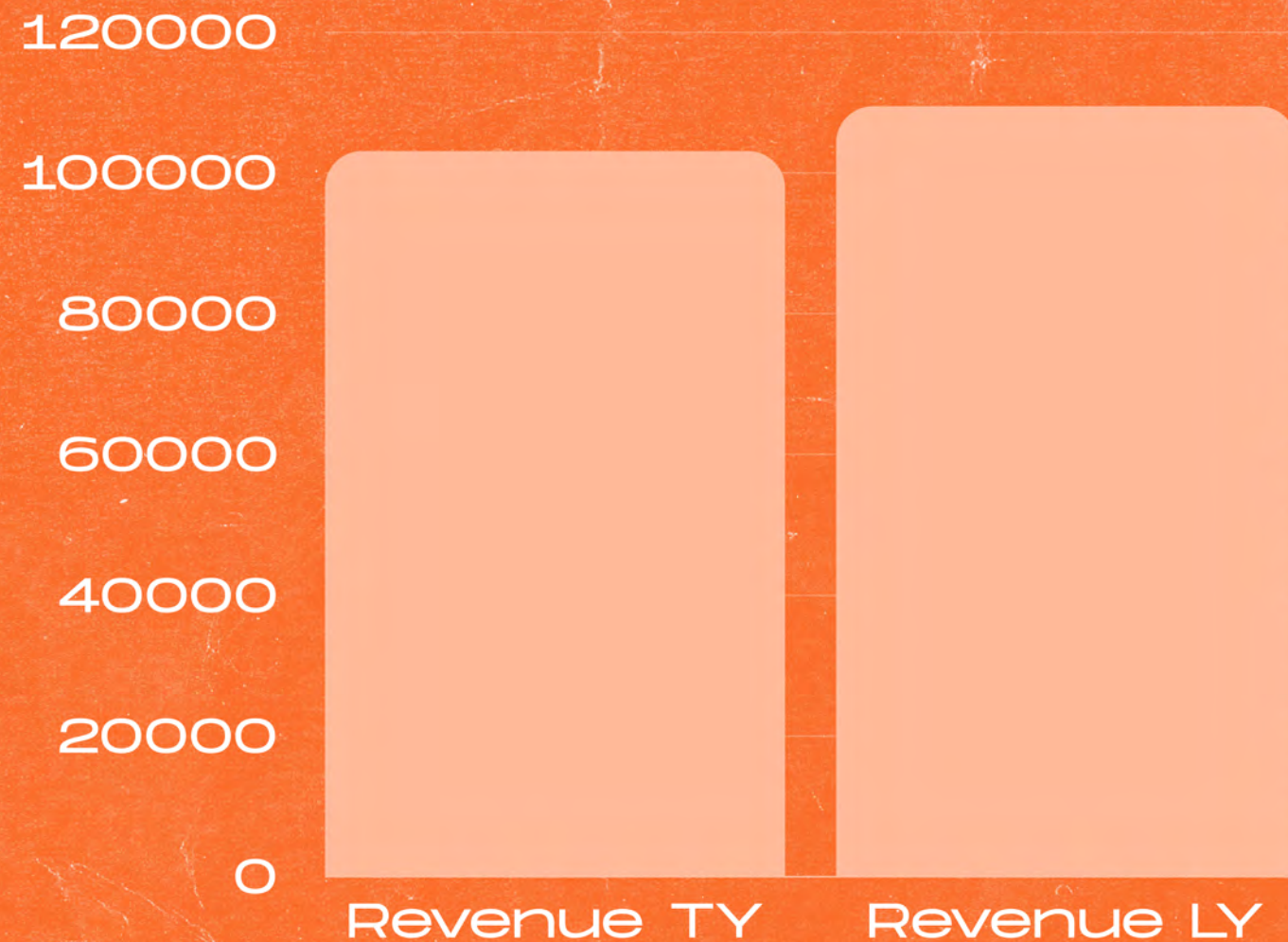




COMMUNITY SPONSORS



CORPORATE SPONSORSHIP



TOTAL REVENUE:
\$103,115
-6% DECREASE

OFFICIAL | \$6,500

13 COMPANIES

- 10x20 tent placement
- Sponsorship of clinics
- Sponsorship of events
- Gear donations
- Print & digital advertising
- Additional benefits

SUPPORTING | \$3,500

8 COMPANIES

- 10x10 tent placement
- Sponsorship of clinics
- Gear donations
- Print and digital advertising
- Additional benefits

CONTRIBUTING | \$1,500

21 COMPANIES

- 10x10 tent placement
- Gear donations
- Print and digital advertising

TOTAL SPONSORS: 42
+17% INCREASE



CORPORATE SPONSORS





EVENTS
29TH ANNUAL
OURAY ICE FESTIVAL
JANUARY 18TH – 21ST, 2024

FESTIVAL
ATTENDEES

- **PARK USERS**
2,233
- **SPECTATORS/
FEST PATRONS**
2,000
- **CLINIC
PARTICIPANTS**
541
*INCLUDES PARK AND
BACKCOUNTRY
- **EVENING PATRONS**
1,120

TOTAL INTERACTIONS
5,353



SCHEDULE OF EVENTS



THURSDAY

Evening:

- Kickoff Night with Rab and the AAC: Movie Premiere of "Jirishanca"
- Winter Pool Party: Barbie



FRIDAY

Daily:

- Outdoor Gear Expo
- Fireside Chats
- Festival Clinics
- Walk-Up Climbing Wall
- UIAA Ice Climbing Continental Open: Qualifying
- Apres Party

Evening:

- Presentation: Adventures with Will Gadd



SATURDAY

Daily:

- Outdoor Gear Expo
- Fireside Chats
- Festival Clinics
- Walk-Up Climbing Wall
- Kids' Climbing College
- UIAA Ice Climbing Continental Open: Finals

Evening:

- Presentation: Graham Zimmerman, "A Fine Line"
- Petzl Party



SUNDAY

Daily:

- Outdoor Gear Expo
- Fireside Chats
- Festival Clinics
- Walk-Up Climbing Wall
- Kids' Climbing College
- UIAA Ice Climbing Continental Open: Youth Finals

CLINICS

SAN JUAN MOUNTAIN GUIDES

72 CLINICS

MONDAY THROUGH SUNDAY

MOUNTAIN TRIP

19 CLINICS

TUESDAY THROUGH SUNDAY

BASECAMP

9 CLINICS

FRIDAY & SUNDAY

SKYWARD MOUNTAINEERING

2 CLINICS

FRIDAY

TOTAL

102 CLINICS



FACTS & FIGURES

● **DEMO GEAR CARDS**
191

● **ALL ACCESS PASSES**
437

● **AUCTION**
\$28,930
407 BIDDERS
232 ITEMS
874 BIDS PLACED

● **NON-PROFIT PARTNERS**
6
ORGANIZATIONS

● **COMMUNITY SPONSORS**
30
LOCAL BUSINESSES

● **CORPORATE SPONSORS**
42
BRANDS



Ouray Ice Fest

2024
January 18th-21st



DIGITAL MARKETING

● SOCIAL

37.5K
FOLLOWERS
FACEBOOK &
INSTAGRAM

DURING FEST

157K REACH
5.8K ENGAGEMENT
RATE

● EMAIL

13,058
SUBSCRIBERS
49% OPEN RATE
5.4% CLICK RATE

DURING FEST

12,596 RECIPIENTS
45% OPEN RATE
5.5% CLICK RATE

● WEB

174K PAGE
VIEWS
54K UNIQUE USERS

FEST PAGE

30K PAGE VIEWS
6.8K UNIQUE USERS



UIAA ICE CLIMBING CONTINENTAL OPEN

● ADULT CATEGORY

40

COMPETITORS:
:29 MEN
11 WOMEN

MEN

1ST PLACE: TYLER KEMPNEY
2ND PLACE: SAMUEL SERRA
3RD PLACE: TYLER HOWE

WOMEN

1ST PLACE: CATALINA SHIRLEY
2ND PLACE: ANETA LOUZECKA
3RD PLACE: COREY BUHAY



● YOUTH (U16) CATEGORY

7

COMPETITORS

MEN

1ST PLACE: CONNER BAILEY
2ND PLACE: MATHIAS OLSEN

WOMEN

1ST PLACE: AUSTIN COOK
2ND PLACE: MAPLE DAMIEN
3RD PLACE: ZOE SCHIFFER



EVENTS
ALL IN ICE FEST
JANUARY 5TH – 7TH, 2024

STATS

- **CLINICS/WORKSHOPS**
19
- **PARTICIPANTS**
296
- **NON-CAUCASIAN PARTICIPANTS**
170
- **FEMALE PARTICIPANTS**
108
- **MALE PARTICIPANTS**
81
- **NON-BINARY PARTICIPANTS**
26

RETURNING PARTICIPANTS
46%



PARK OPERATIONS



WARM DECEMBER TEMPERATURES MADE FOR A DIFFICULT OPENING THIS SEASON.

Although the water system was turned on and operational within the first week of November, cold temperatures held off until the last two weeks of December. This means that Farmers were able to begin the "saturation" phase of Farming quite early but were forced to hold off on the "building" phase until later than ideal.

Despite these challenges, the Park was still able to open with 117 open anchors.

PARK OPERATIONS

PRE-SEASON PROJECTS:

- Building a walkway over Two-Eyed Dog for safer staff access
- Major restructuring of the North End plumbing for greater control of area farming
- Expansion of Shithouse Wall
- Replacement of mechanical bolts with stronger glue-in bolts

OTHER PROJECTS:

- The largest change made to the Ice Park this season was the transfer of land ownership from Eric Jacobson to the City with the agreement that the Ice Park continue to operate it. It was truly a spectacular example of cooperation among a private landowner, the city government, and a nonprofit organization. The Park is eternally grateful and looks forward to a more certain future.
- Power was also reinstated at the Powderhouse but Dick's Chalet remained without power. A plan to run power from the Powderhouse to the Chalet is in the works but will not take place until this fall.



ICE FARMING OPERATIONS

OVERVIEW:

The largest changes made to Farming occurred pre-season on the North End of the Park. Every area on the North End is its own application, giving greater control of water distribution for the North End. Pic 'O the Vic, Between the Bridges, the Westerns, Escape Clause, Scottish Gullies, and Stump Wall are separate applications while Five Fingers, Shithouse, and Gazebo Wall are in-line applications. This, along with Park expansions created both last season and this season, were done in preparation for switching to the new Canyon Creek water system.

The "Globe App" was also created this season in the Box Canyon parking lot. This temporary application allowed Farmers the ability to Farm Jeff Skoloda's giant metal globe in preparation for Ice Fest.



ICE FARMING OPERATIONS

CONTINUED:

Major recognition should be given to all the Farmers for their spectacular commitment to the Park. Conditions were not overly favorable for farming this season and cold temperatures often didn't happen until very late in the evening. Farmers ran multiple "Night Operations" to ensure that ice could still be made.

Farmers faced minor freeze ups, with the exception of one larger freeze up at Shithouse Wall. With updated farming techniques and new equipment (Arctic Blaster), Farmers were able to remedy these freeze ups quickly with minimal impact to farming Operations.



DATA COLLECTION

DATA COLLECTION PROCEDURE

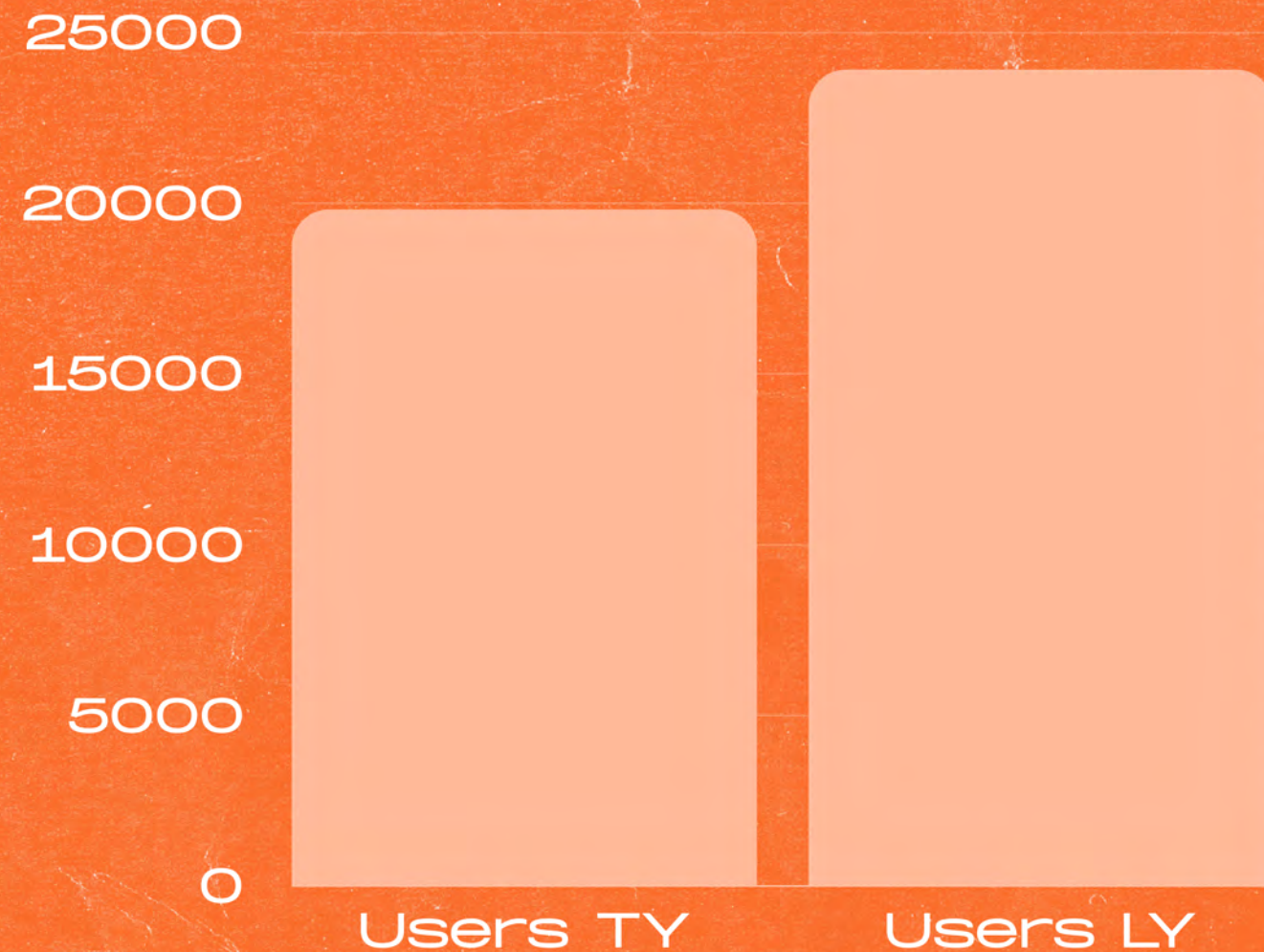
Rangers continued to collect and record data as it was done in previous years. Rangers walk the Park twice daily (once between 9:00–10:00 and again between 13:00–14:00), counting climbers and recording them within designated areas and elsewhere throughout the Park.

The time between walks ensures that a single anchor can't be occupied by the same party for both counts giving the Park two unique data "snapshots".

Commercial and Institutional users are noted separately from Recreational users and recorded accordingly. Rangers also track open anchors throughout the season



PARK OPERATIONS USERS



TOTAL USER COUNT:
19,817
-17% DECREASE

OPEN ANCHORS:
13,572

LY 18,575, -27% DECREASE

AVG. DAILY USERS: 114

LY 120, -5% DECREASE

CGO USERS: 2,578

LY 3,706, -30% DECREASE

IGE USERS: 1,149

LY 1,279, -10% DECREASE

RECREATIONAL USERS:
15,549

78.5% OF ALL USERS



PARK OPERATIONS USER CATEGORIES

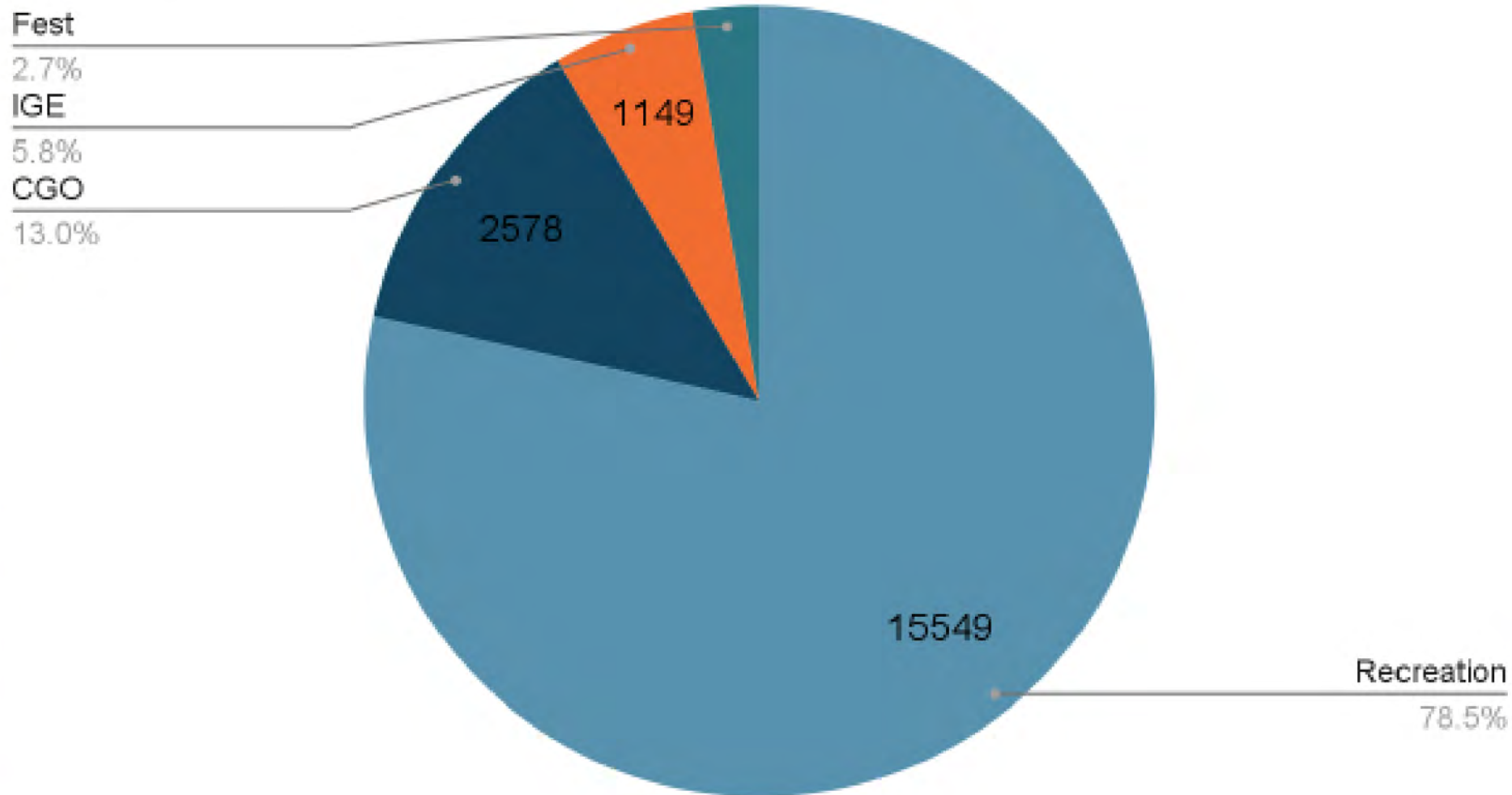
CGO'S & IGE'S:

The largest change in data collection made this season was how Rangers record CGO's and IGE's. In the past, these groups have been counted twice daily and recorded in the data sheets twice daily.

This year, Rangers counted CGO's and IGE's twice daily but they are recorded in the data sheets as "Full Day" or "Half Day". This decreases discrepancies between CGO and IGE reporting and the Park's findings.

2,578 climbers visited the Park with a CGO, while 1,149 climbers participated with an IGE. This puts recreational climbers at 78.5%. CGO's at 13% and IGE's at 5.8% (Fest clinics make up the remaining 2.7%).

Users



PARK OPERATIONS

USER CATEGORIES

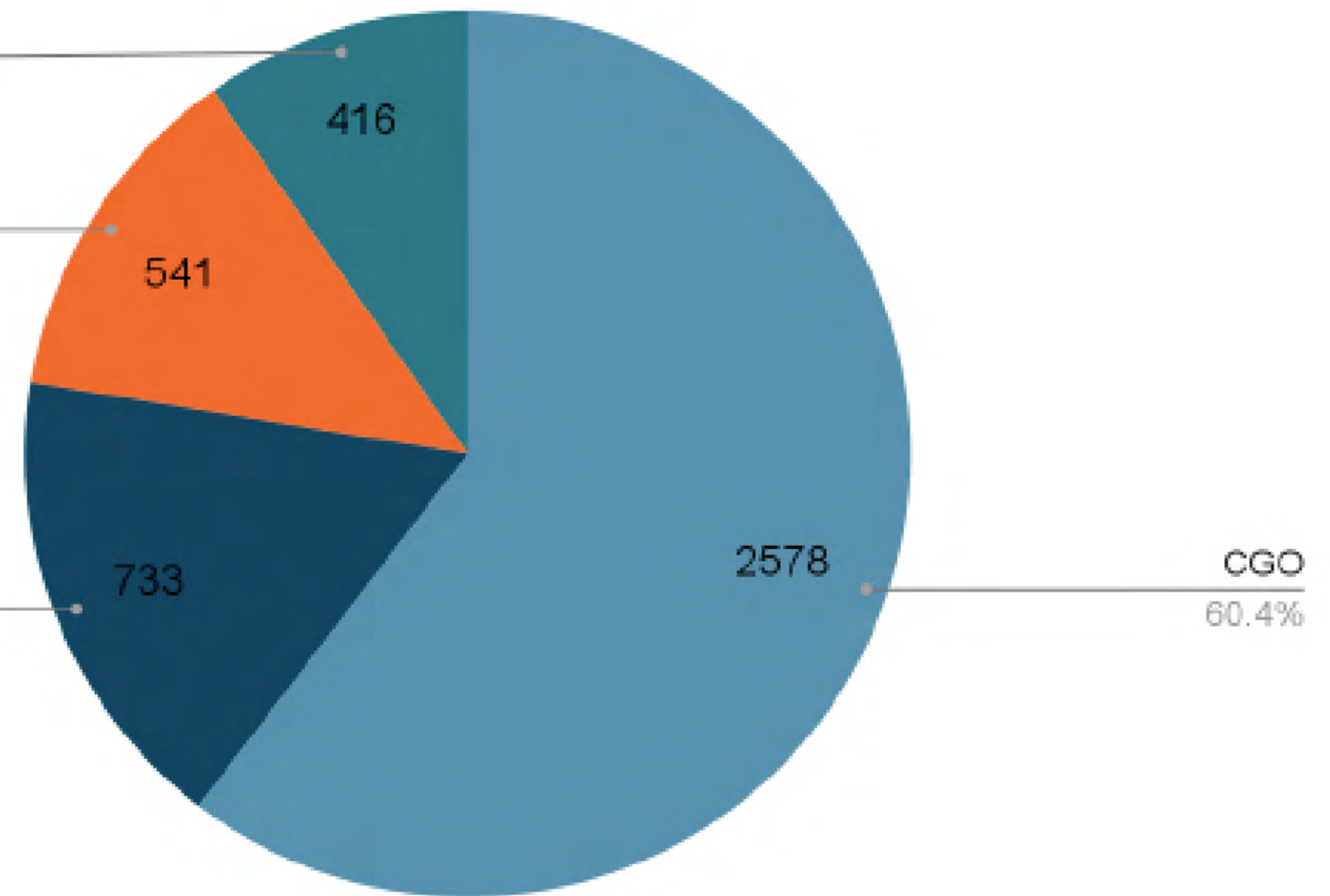
The Park played host to many non-recreational users. These groups are separated into categories: CGO's, IGE's, All In Ice Fest, and Ouray Ice Fest (OIF).

Non-Recreational Users

ALL IN
9.7%

OIF
12.7%

IGE
17.2%



PARK OPERATIONS

USER CATEGORIES

LAST YEAR VS. THIS YEAR

The Park saw a significant drop in users this year vs last year with a 17% drop in users.

	22/23	23/24
	12/25-4/2	12/29-3/24
Open Days	100	87
Ranger Counts	200	174
Total Users	23918	19817
Average Daily Users	119.59	113.8908046
*User/Days/2		
CGO Users	3706	2578
CGO % of Users	15.49%	13.01%
IGE Users	1279	1149
IGE % of Users	5.35%	5.80%
Ice Fest	1044	541
OIF % of Users	4.36%	2.73%
Commercial % Users	25.21%	18.81%
Total Anchors (x1/day)	18575	13572

PARK OPERATIONS

PARK USAGE AND CAPACITY

Total user count for the season was 19,817 while last season was 23,918 meaning total users were down 17%.

Despite fewer users, the Park retained a comparable number of members over last year, with 835 TY vs. 828 LY.

PARK CAPACITY:

Total open anchors, counted once per day, was 13,572 while last season was 18,575. Although the total available (not open) anchor count at the Park has gone up from 215 to 223, warm temperatures limited the amount of terrain the Park was able to open. The largest decrease in open anchors can be attributed to the inability to open the ice in Gazebo wall.

The open anchor count directly impacts the Park capacity. (Park capacity = Open anchor count * 1.8) Since the number of open anchors significantly decreased from last season (27% decrease), but the total users had less of a decrease (17% decrease), the Park saw many more days at or above "Park Capacity". Despite having limited terrain, this season, the distribution of open terrain kept overcrowding complaints to a minimum.



PARK OPERATIONS

PARK USAGE AND CAPACITY

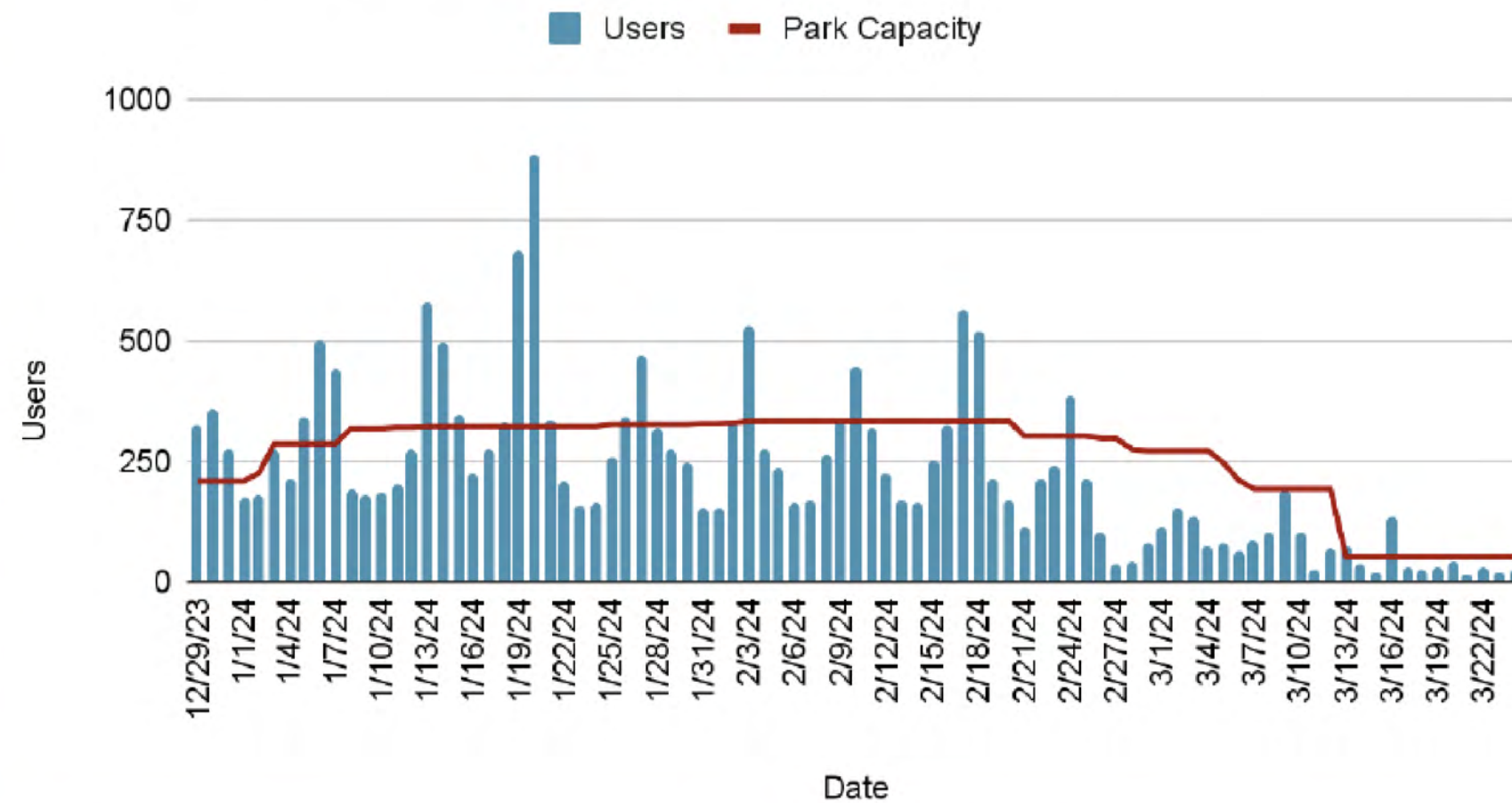
PARK CAPACITY:

The Park Capacity is determined by multiplying the number of open anchors by 1.8 each day. This ratio was derived from past years' data counts and observations. Park capacity is primarily used for allocation of user days for Commercial Users.

Park Capacity was significantly less this year than last year due to limited terrain. So although Park visitor numbers were down, we saw more days at or above Park Capacity this year than last year.

As expected, the days that were above capacity were weekends with MLK weekend (1/13–15), Ice Fest (1/18–21) and Presidents Day (2/17–19) being the busiest.

Total Park Users and Park Capacity

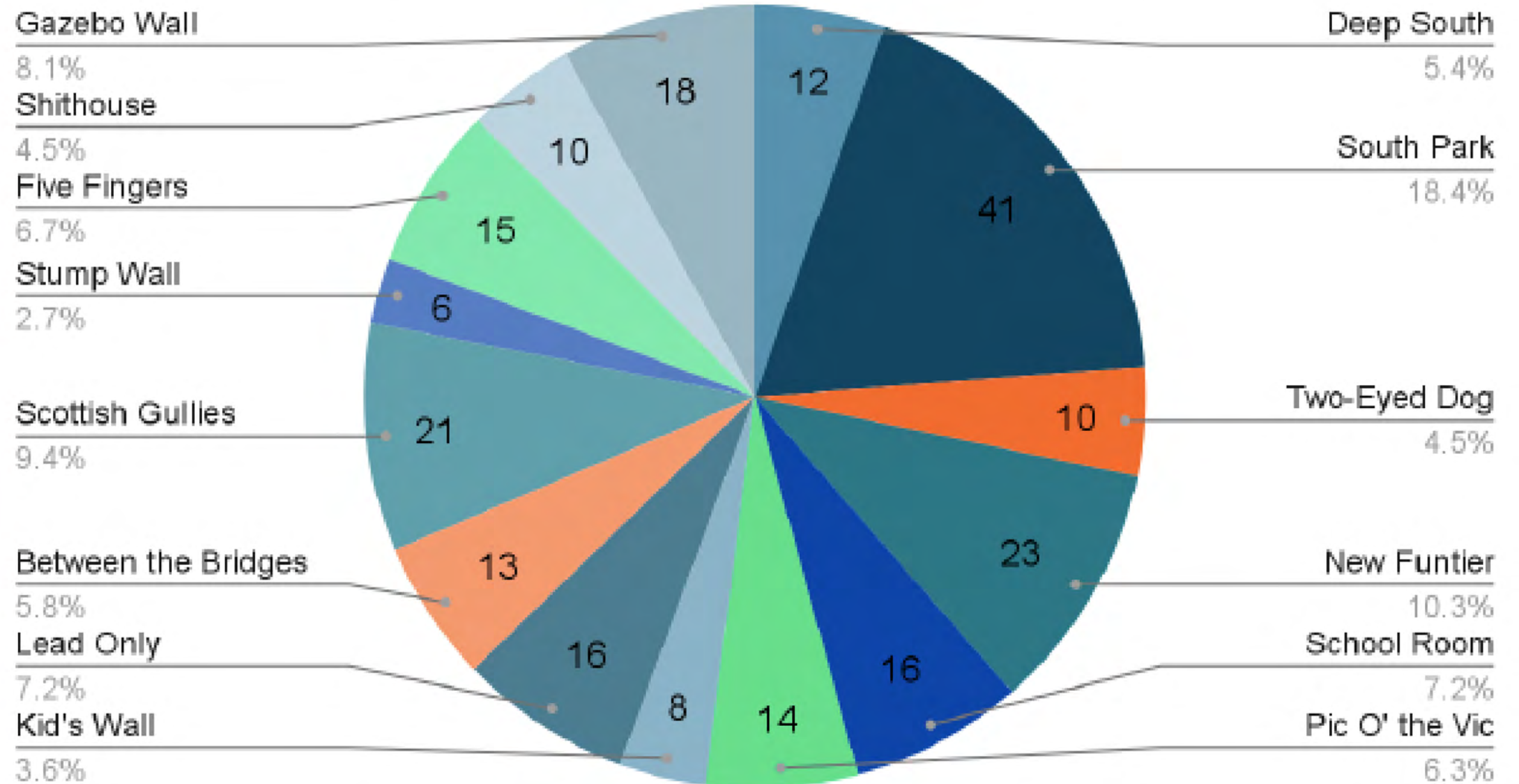


PARK OPERATIONS

ANCHOR COUNT

The Ice Park gained a total of 8 new anchors this year. One in South Park, two in Two-Eyed Dog, one in Lead Only, and three in Shithouse.

Physical Anchors



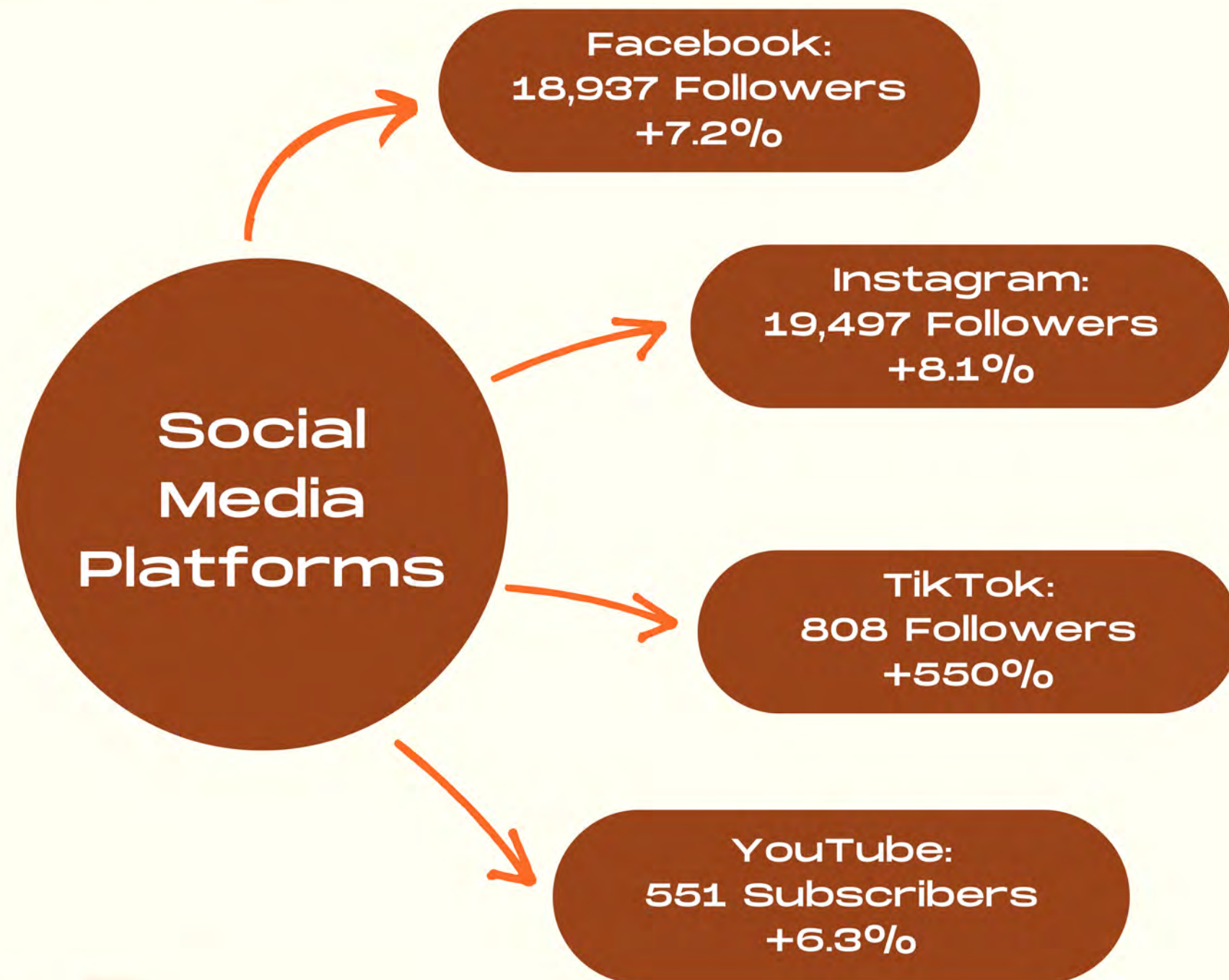
PARK OPERATIONS

ANCHOR COUNT

Area	Physical Anchors	Percentage	Available Anchors	Percentage
Deep South	12	5.38%	858	1581.82%
South Park	41	18.39%	3289	412.65%
Two-Eyed Dog	10	4.48%	640	2120.63%
New Funtier	23	10.31%	1535	884.17%
School Room	16	7.17%	1088	1247.43%
Pic 'O the Vic	14	6.28%	823	1649.09%
Kid's Wall	8	3.59%	704	1927.84%
Lead Only	16	7.17%	1360	997.94%
Between the Bridges	13	5.83%	845	1606.15%
Scottish Gullies	21	9.42%	1171	1159.01%
Stump Wall	6	2.69%	245	5539.59%
Five Fingers	15	6.73%	779	1742.23%
Shithouse	10	4.48%	235	5775.32%
Gazebo Wall	18	8.07%	0	0.00%
Total	223	100.00%	13572	100.00%

MARKETING

SOCIAL MEDIA



● FACEBOOK

REACH:
1.3 MILLION

- +72.7% OVER LY
- CONTENT INTERACTIONS: 12.9K, +38%
- AUDIENCE: 62% MALE, 37% FEMALE
- TOP AGE RANGE: 35-44
- TOP CITY: DENVER

● YOUTUBE

IMPRESSIONS:
44.4K

- 43% OF IMPRESSIONS: YOUTUBE RECOMMENDATIONS
- CLICK-THROUGH RATE: 3.8%
 - INDUSTRY STANDARD: 0.65%
- AUDIENCE: 55% MALE, 44% FEMALE

● INSTAGRAM

REACH:
143.6K

- +37% OVER LY
- CONTENT INTERACTIONS: 33.2K
- AUDIENCE: 65% MALE, 34% FEMALE
- TOP AGE RANGE: 35-44
- TOP CITY: DENVER

● TIKTOK

REACH: 676K

- 1 MILLION VIDEO VIEWS
- 3.7K PROFILE VISITS
- 12.K LIKES ON ALL VIDEOS

MARKETING WEBSITE



● USERS

54K

- +0.7% OVER LY
- DEMOGRAPHICS: #1 USERS ARE FROM THE U.S. AND MAKE UP 90% OF ALL USERS
- 2ND LARGEST USER GROUP IS MEXICO
- 3RD LARGEST IS CANADA

● PAGEVIEWS

174K

- -3% OVER LY

● TOP 10 PAGES

TOP PAGE:
HOME PAGE,
49.6K VIEWS

- #2) FEST, 29.9K
- #3) CONDITIONS AND GUIDE, 16.8K
- #4) SCHEDULE OF EVENTS – FEST, 10.9K
- #5) BECOME A MEMBER, 5.3K
- #6) GUIDE SERVICES, 4.9K
- #7) ABOUT, 4.1K
- #8) ANCHORING, 3.9K
- #9) CLINICS, 3.2K
- #10) GEAR CARDS & PASSES, 3.1K

MARKETING EMAIL



● SUBSCRIBERS

13,060

- AUDIENCE: 73.6% MALE, 26.1% FEMALE
- TOP AGE RANGE: 35-44

● TOTAL SENDS

100,475

- +21% OVER LY

● OPEN RATE

45%

- +2.3% OVER LY
- INDUSTRY STANDARD: 36.1%

● CLICK RATE

2.1%

- -51% OVER LY
- INDUSTRY STANDARD: 4.4%

KEY:

Reach: Number of unique users who have seen your posts

Impressions: Number of times a video thumbnail is shown on YouTube

Click-through Rate: How often viewers watched a video after seeing a registered impression on YouTube

Total Sends: Number of emails and/or SMS messages you've sent to subscribers.

Open Rate: Percentage of successfully delivered emails that registered as an open.

Click Rate: Percentage of successfully delivered emails that registered a click.

FINANCIALS

REVENUE

Revenue

Other

3.0%

Community Sponsors

4.0%

ALL IN Ice Fest

11.1%

Merch

7.1%

Membership

14.1%

Donations

10.1%

Our Water Our Future

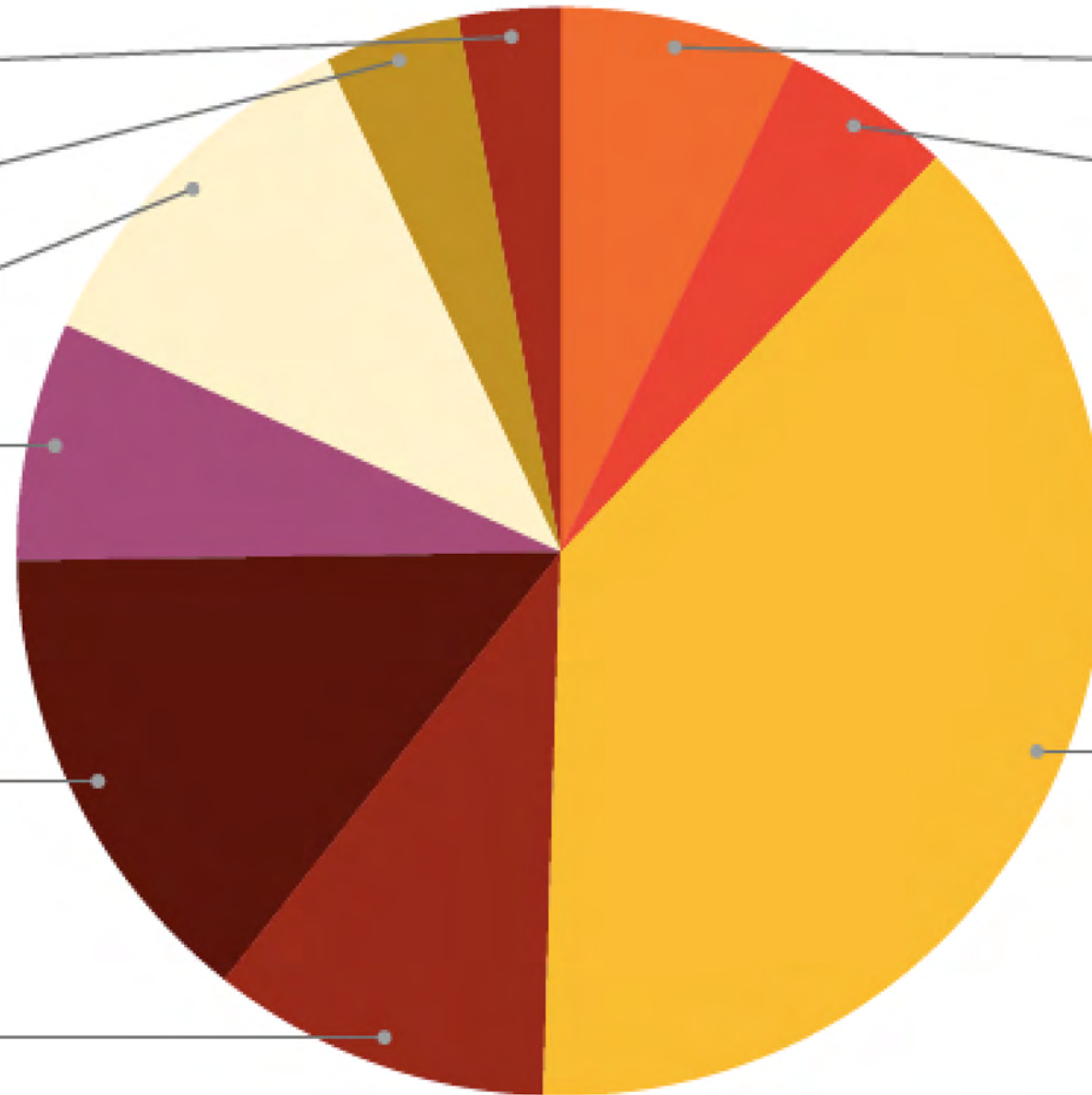
7.1%

Concessionaire

5.1%

Ouray Ice Festival

38.4%



*As of March 31st, 2024

FINANCIALS

EXPENSES

Expenses

Other: \$11.3K

2.0%

Operations: \$21K

4.0%

ALL IN Ice Fest: \$72.9K

15.0%

Ouray Ice Festival: \$61.4K

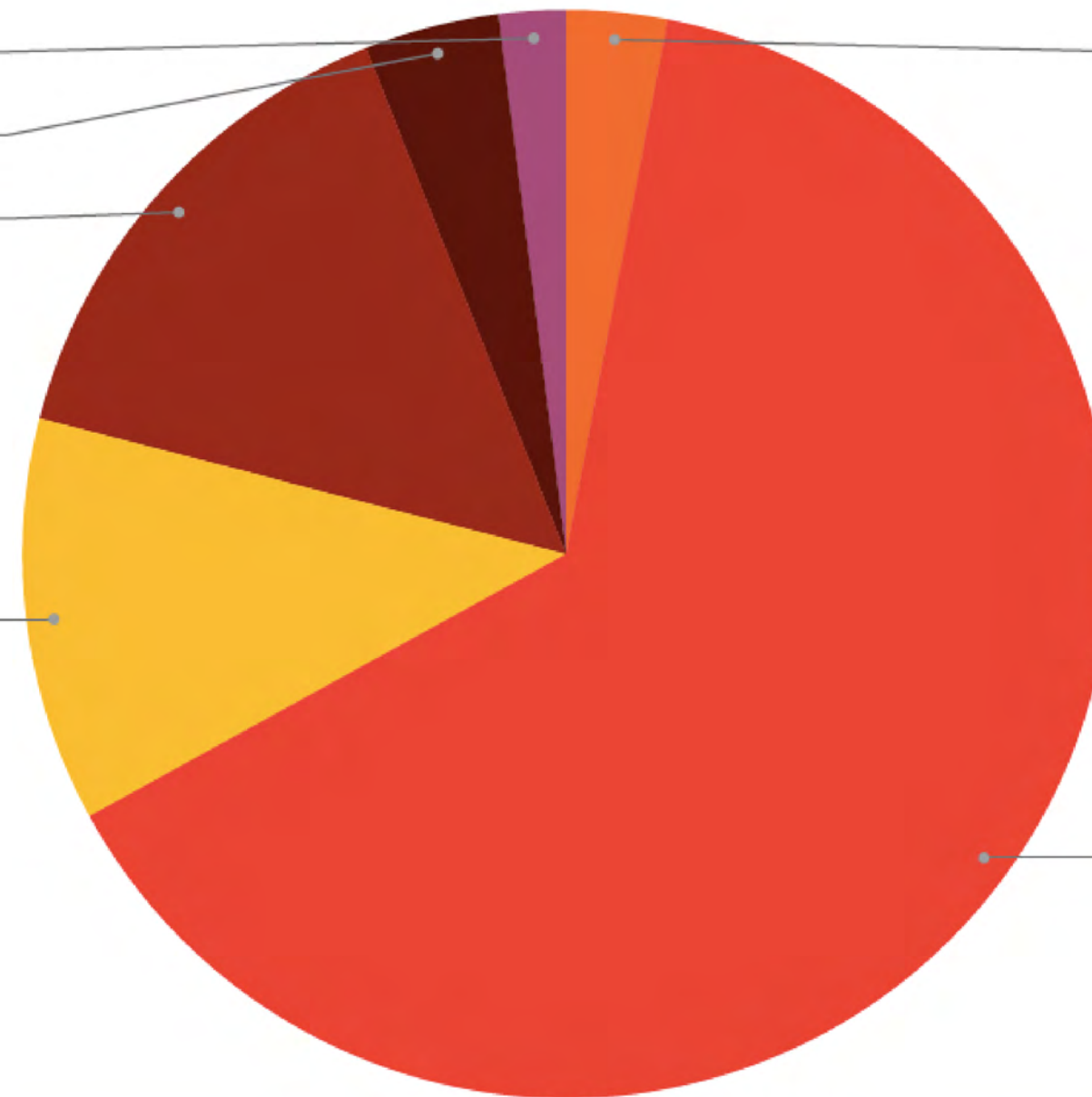
12.0%

Our Water Our Future: \$13.4K

3.0%

Admin & Overhead: \$317.6K

64.0%



*As of March 31st, 2024



THANK YOU TO OUR TEAMS AND SPONSORS

OUR STAFF OF 12 AND OUR BOARD OF DIRECTORS OF 7 WORK YEAR-ROUND TO FUND, CREATE, AND OPERATE THE OURAY ICE PARK.

MOST IMPORTANTLY, OVER 150 VOLUNTEERS MAKE OUR ANNUAL OURAY ICE FESTIVAL POSSIBLE, WHICH IS OUR LARGEST FUNDRAISING EVENT OF THE YEAR. FOR 2024, WE GENERATED \$198K IN REVENUE FROM ICE FEST ALONE.

THANK YOU FOR HELPING US MAKE A WORLD-CLASS ICE CLIMBING VENUE FOR THE PAST 30 YEARS!



**SEE YOU IN
DECEMBER**

CONTACTS

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BAYLEY WOOD
MARKETING DIRECTOR
BAYLEYWOOD@OURAYICEPARK.COM

CHRISTINA LUJAN
EVENT COORDINATOR
CHRISTINALUJAN@OURAYICEPARK.COM



Ouray City Council Regular Meeting

Monday, May 6, 2024 6:00 PM

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

Ethan Funk: Present
Tamara Gulde: Present
Peggy Lindsey: Absent
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. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. CEREMONIAL/INFORMATIONAL - Mental Health Month Proclamation

Mayor Funk read the Proclamation.

5. APPROVAL OF MINUTES - April 15 Meeting

Motion to approve the minutes as presented. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

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

6. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. Jen Donovan asked the City Council and the City Administrator to provide reasons why Chief Wood is still on the payroll. Dee Williams would like to ask for density bonuses to be reviewed for 835 2nd St in the hopes that it could be converted into 6 long-term rentals to make it feasible for long-term rentals. Heather Toth thanked the Council for the Mental Health month proclamation, and asked if a citizen grievance about a City employee would be put in an employee's file. Mr. Clarke and Ms. Viner said that it would be after an investigation had been completed. Marc Hitchcox agreed with Dee Williams about the density review for 835 2nd St. Paul Smith agreed with public sentiment about the Police Chief and felt like he should be terminated because of the situation, regardless of the trial outcome. John Kissingford gave an update on the letter he read at the last council meeting, saying he has around 100 signatures on it currently. Councilor Gulde asked if it had been given to Chief Wood yet. Mr. Kissingford said it has not, but that is his next step after he gathers all the signature pages. Mayor Funk closed the floor.

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

Councilor Gulde - Attended the TAC meeting. The committee discussed upcoming events and next year's TAC grant rubric and maximum donation amount per entity. The committee wants to work with OEDC to bring in a financial planner to speak about off-season money management. The next meeting will be on May 21st. Attended Friends of the Ouray Hot Springs meeting. The City Staff updated the group about the heat exchange ideas, the Box Canon Line replacement, and the formation of a non-profit to help raise funds for a new bathhouse and other projects at the hot springs.

Councilor Underwood - PARC and OEDC are meeting this week.

Mayor Pro Tem Smith - attended the "Are You Summer Ready?" event last Friday.

Mayor Funk - Attended the ORRCA meeting.

8. 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 gave an overview of his report.

e. City Resources Director

Report in packet.

f. Tourism and Destination Marketing Director

Mr. Clarke reported that Ms. Rhoten had her baby, and said the Lead Customer Service Associate at the Visitor Center will be providing reporting while Ms. Rhoten is on maternity leave.

g. Director of Finance and Administration

Ms. Drake presented the financial reports for 2023

9. CONSENT AGENDA

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

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

a. Cimarron Athletic Field Letter Of Support

b. Liquor License Renewal - The Gray, LLC

c. Liquor License Renewal - The Yankee Girl Food Service, LLC dba The Yankee Girl

d. Liquor License Renewal - St. Elmo, LLC dba St. Elmo Hotel

e. Liquor License Renewal - Ouray Ice House, LLC dba Ouray Ice House

f. Sidewalk Service Application - Thai Chili Ouray

- g. Sidewalk Service Application - Sauvage Spectrum, LLC
- h. Sidewalk Service Application - The Yankee Girl Food Service

10. ACTION ITEMS

- a. Ordinance 3, Series 2024 - Adding Parking Restrictions for Snow Removal on Side Streets - First Reading

Paul Smith asked if that meant that people had to move their cars in the winter regardless of snow activity. Council confirmed that is the intent.

Motion to approve Ordinance 3, Series 2024. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

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

- b. Appeal of City Administrator's "Notice to Quit" for Massage Therapy Space at Hot Springs Pool

Mark Field and Charlotte Brown summarized the reasons they are appealing the notice to quit. The councilors decided to uphold staff decision.

Motion to deny the request for reconsideration. This motion, made by Ethan Funk and seconded by Michael Underwood, Carried.

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

- c. Waterview Project Lottery Schedule

Paul Major stated he is happy with the proposed schedule.

Motion to approve the Waterview Project Lottery Schedule. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

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

11. DISCUSSION ITEMS

- a. Waterview PUD Project Update

Paul Major gave an update on the project's progress.

- b. Waterview Project - Solar Rooftop Capital Improvement Policy

Mr. Major presented the Solar Program for Waterview homes.

- c. Waterview Project - Home Childcare Deed Restrictions Supplement to the Guidelines

Mr. Major discussed the possibility of a third party buying the child care units to rent to providers instead of waiting for a qualified, interested buyer to buy the units. The council expressed preference for individual buyers, but felt that the rental approach was a good second option if there were no qualified buyers.

- d. Property Upkeep (Dead Trees, Grass, and Weeds) Code Enforcement

Councilor Gulde expressed concern about the fire hazards of dead trees and brush/weeds. The council decided to create a media campaign addressing fire mitigation.

- e. Future Agenda Items

12. ADJOURNMENT

Motion to adjourn at 8:42 pm. This motion, made by Josh Smith and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: 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, May 6, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, May 6, 2024.

Melissa M. Drake, City Clerk

OURAY VOLUNTEER FIRE DEPARTMENT MONTHLY MEETING

APRIL 08, 2024

CALLED TO ORDER AT 6:30

ATTENDANCE AND REPORTS

9 members present; 7 excused; 8 absent

The Treasurer's Report was not read and approved.

Prior minutes were not read and approved.

DETAILED ATTENDANCE

Present

Tom Fedel, Kyle Easley, Max Austin, Justin Clark, Derek Fleischer, Chris Lee, Steve Martinez, Ted Pullig, Andrew Wakefield

Excused

Adam Kunz, Patrick Rondinelli, John Fedel, Chris Miller, Dack Klein, Tim Pasek, Sam Tyler

Absent

Bumper Williams, Steve Duce, Tyler Ferguson, Nathan Judd, Kevin Koprek, Dave Turner, Tom Tyler, Danny Wilbur

OLD BUSINESS

School Banner: Motion made, seconded and approved to pay \$150 for school gym banner.

July 3rd: Donny Morales is booked for the 3rd of July. Cost: \$4000. Need flatbed trailers and hay bales N. Judd and B. Williams will take care of this.

July 4th: Fireworks getting ordered soon.

Equipment: - New battery operated vent fan will replace gas powered vent fan on Engine 11-11 - New Lightplant installed on rescue 11-11 - Backup cameras coming on all trucks within the next couple weeks

Donations: Ouray Chamber making donations to first responders

Resignation: Danny Wilbur submitted letter of resignation. Motion made and seconded to accept resignation; unanimously approved.

Street Cleaning: April 24th, Meet at the firehouse @9:00pm. Motion made and seconded to accept new date.

****ELECTIONS****

Assistant Chief: Bumper Williams stepping down as assistant chief. Dack Klein nominated by Patrick Rondinelli.

Seconded and unanimously approved. Kyle Easley nominated as treasurer and Tom Fedel nominated as secretary by Bumper Williams. Seconded and unanimously approved. Bumper Williams and Chris Lee stepping down as officers. Kyle Easley and Tom Fedel appointed as Lieutenants/officers.

NEW BUSINESS

Street Cleaning - April 24th; meet at the firehouse at 9:00p

After Prom Party - Check written to Voyager; donated \$501 last year. 2024 donation will be \$651; voted on and approved.

Firemen's Banquet - Scheduled for May 18th @5:00pm. Location: Kami's Sami's.

July 3rd - Donny Morales confirmed for 4/3. Tom Tyler working on getting sponsors for 2023. Poster in the works.

MAMS - Pouring 6/23, last Thursday of June. Bring a friend to help!
Fireworks - John Fedel has them ordered.

ADJOURNED AT 6:50

OURAY VOLUNTEER FIRE DEPARTMENT MONTHLY MEETING

MAY 13, 2024

CALLED TO ORDER AT 6:30

ATTENDANCE AND REPORTS

15 members present; 2 excused; 7 absent

The Treasurer's Report was read and approved.

Prior minutes were read and approved.

DETAILED ATTENDANCE

Present

Adam Kunz, Bumper Williams, Patrick Rondinelli, Tom Fedel, Kyle Easley, Chris Miller, Justin Clark, Derek Fleischer, Nathan Judd, Dack Klein, Steve Martinez, Tim Pasek, Sam Tyler, Tom Tyler, Andrew Wakefield

Excused

Chris Lee, Ted Pullig

Absent

John Fedel, Max Austin, Steve Duce, Tyler Ferguson, Kevin Koprek, Dave Turner, Danny Wilbur

OLD BUSINESS

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MAMS - Pouring 6/27, last Thursday of June. Bring a friend to help!

Fireworks - John Fedel has them ordered.

NEW BUSINESS

Higher Yield Investment - Kyle to evaluate options for higher yield than current account(s).

2024 Scholarship - 4 scholarships awarded, total of \$3000 (increased from \$2000). Motion made and seconded to increase scholarship limit to \$3000. Passed unanimously. \$1000 to Sydney Genuit and Kortlan Nelson. \$500 each to Landen Hill and Maryjane Cervone. Motion made and seconded. Passed unanimously.

July 3rd/4th - Same events from past years. Kids games; setup during parade. No pie eating contest. Need sawdust (Chris Miller) and eggs (Tom Fedel). Water Fights; need to contact Chris Miller if interested in participating. Water fights; Eric Scheananbaum and Mike Fedel to help; Dave Ficco as backup. Need to update contact info for Water Fights and advertise.

Retiring Member - Steve Duce submitted letter of retirement. Motion made and seconded to approve. Motion passed.

Fireworks - Trailer work and tying to be scheduled. Officers in charge of trailers (prep/manage/maintain): Chris - Long trailer + Gooseneck (red), Dak - Finale, Tom/Kyle - Black Gooseneck. Tasks - Justin Clark, procure replacement timber for red gooseneck. Trailer work day - June 1st, 10am at Bumper's house.

July 3rd Event - Tom could use some help soliciting new donations. Approx. \$4k already raised.

ADJOURNED AT 7:29

OURAY TOURISM ADVISORY COMMITTEE (TAC)

Meeting Notes- Tuesday, April 16, 2024

Members Present: Logan Tyler, Ann Fellin, Cindy Carothers, Dolgio Nergui, Jen Donovan
Kami Harrison, Sandi Woodman

Absent: Kate Kissingford, Jason Perkins

Liaisons Present: Tamara Gulde (City Council), Kailey Rhoten (City Staff)

Administrative-

Approved March minutes

Committee Reports

Ouray Rescue Team Film on April, 27 at the Wright; OCSAP event on May, 2nd; Ouray Made contact is Erin Crawley; Successful Ice Park season, OVF opening beginning of May; Potential idea for a speaker presentation may be a financial advisor to talk to businesses about off season money management, but maybe a joint roundtable with OEDC

Informational

Tamara Gulde shared 2026 is Sesquicentennial Ouray Celebration, GJ Videographer hired to create a video fully owned by Ouray, cost split between General Fund and TAC; Crystal Lake will be drained; Ice Park memberships are up; Ouray has approval from CDOT to have banner across Main St. for events; To bring Water Facility online, the water turnoff in town will be on 2 different days, more info to come on exact days;

Kailey Rhoten shared that she would like help with the Winter Survey push to businesses. LOT review for February; Destination Learning Lab concierge program to be put online for workers, Incentives for businesses who complete; Destination Blueprint link is ready to go; Ouray MainStreets is working on a year rounder campaign showcasing year round businesses (Autumn Bailey is heading this up); Excited about Men's Journal rating that focused on year round side of Ouray. Shout out to Sandi for interest in bringing Ice Castles to Ouray; Ingrid Vanderploeg working on a communication report about Ouray businesses and residents for her master's degree, will share when complete; Visit Ouray video for shoulder season has been completed.

Action Items

Logan and Dolgio, (Kami will be there with Kami's Sammys) to attend the Are We Summer Ready Workshop to present information about TAC. TAC members please send a photo and bio to Dolgio to highlight members.

Discussion

Dolgio and Ann to look at Grant Rubric to revamp, then base the application on the rubric. Considering a max grant amount of \$10,000. Will require grant results by the end of Dec. 2024.

Future Agenda

Begin teamwork on Grant rubric and application

Adjourned at 6:22pm

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

City Administrator
Report for May 20, 2024
City Council May 6 to 17, 2024

Southwest Colorado Geothermal Summit:

I am attending the Geothermal Technical Workshop during the day on June 4, 2024 at the Montrose County Fairgrounds.

There is a public session on June 4, 2024 from 6:00 to 8:00 pm at the Montrose County Fairgrounds.

Box Canon Trail Connection to North Corridor Trail:

I am working with DHM Design on a proposal for your consideration for the design of the trail connection project per the City budget.

In-Town Shuttle:

Mayor Pro Tem Smith and I continue to work on a request-for-proposal (RFP) for the in-town shuttle service. This RFP was not released because we have been continuing to work through the requirements for insurance and the Public Utilities Commission requirements if a private service provider is utilized.

CDOT Main Streets Project Community Meeting:

The initial improvement concepts by PST Engineering for the Perimeter Trail crossing at the Visitors Center, the Horseshoe to Co. Rd. 361, and the bump-outs on Main Street on 6th and 7th Avenues will be released during a community meeting on Wednesday, June 5th at 5:30 to 7:00 pm. The meeting will take place in the Ouray Community Center and everyone are welcome.

Parks and Recreation Director:

The City received 34 applications for the Parks & Recreation Director position through the assistance of KRW. This list has been cut down to eight based on the candidates meeting both the education and employment history requirements through the KRW grading system. These eight candidates will conduct an initial virtual interview with KRW staff and the videos will be provided to me for review. After these interviews are conducted, we will invite 3 to 5 candidates to Ouray for a full interview process. I plan to host two interview panels, a tour of the parks facilities, and an early evening “meet the community” event as part of the process for this important position.

Geothermal Alternative Heat Source (OX2 to OX6):

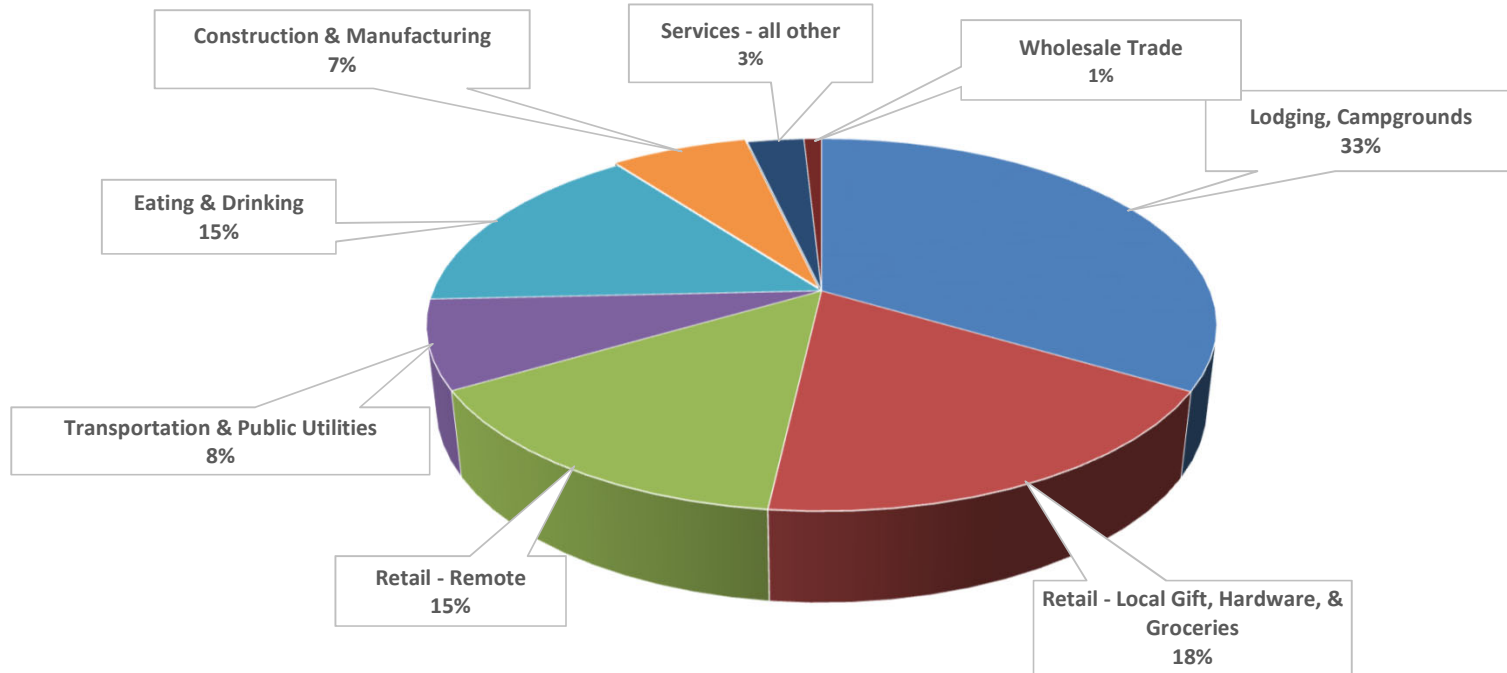
I met Wayne Goin, Hydrologist and representative of the Wiesbaden, Twin Peaks and Box Canon Hotels, last week to discuss draft terms of a settlement addendum. I am expecting the draft addendum, hopefully very soon.

I met with Dustin Sullivan of ME&E and Lauren Davis of RA+A to discuss the potential move to an OX2/OX6 heat exchange system. Dustin is running an initial analysis of the heat process with this type of system.

Crystal Reservoir:

Crystal Reservoir has been drained and the USFS will be conducting an inspection in early June.

City of Ouray
March 2024 Sales Tax Revenues by Business Category
(received in May 2024)

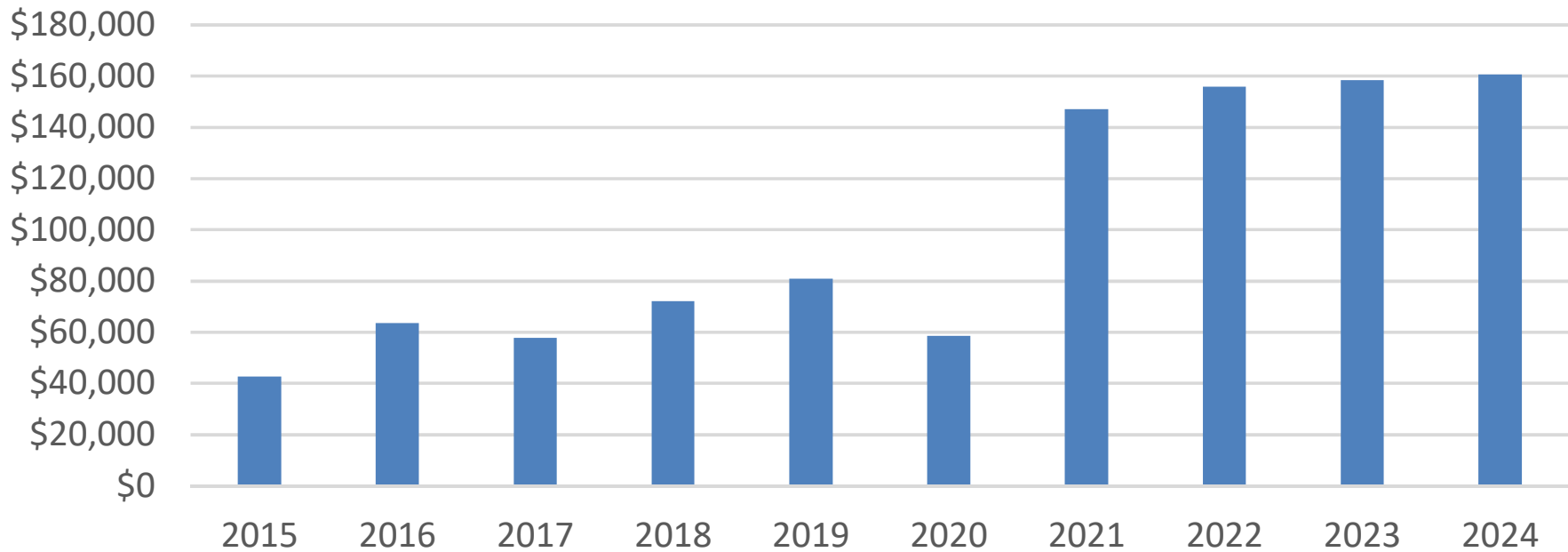


CITY OF OURAY
2024 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

(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	\$ 53,814.04		
Retail - Local Gift, Hardware, & Groceries	\$ 24,774.67	\$ 41,173.24	\$ 30,254.11	\$ 25,475.53	29,463.16		
Retail - Remote	\$ 29,570.18	\$ 42,416.98	\$ 21,475.85	\$ 19,000.83	23,776.15		
Transportation & Public Utilities	10,498.73	13,123.23	16,179.72	13,914.72	12,346.59		
Eating & Drinking	22,336.34	25,615.00	25,070.51	33,719.56	24,822.86		
Construction & Manufacturing	9,316.95	4,858.16	2,569.79	3,241.48	10,730.46		
Services - all other	4,352.93	3,571.60	2,217.80	1,955.06	4,417.85		
Wholesale Trade	1,696.14	1,730.82	2,139.13	1,737.68	1,379.00		
TOTAL	\$ 135,374.15	\$ 188,153.38	\$ 156,183.47	\$ 152,570.49	\$ 160,750.11	\$ -	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, Campgrounds							\$ 252,108.79
Retail - Local Gift, Hardware, & Groceries							\$ 151,140.71
Retail - Remote							\$ 136,239.99
Transportation & Public Utilities							66,062.99
Eating & Drinking							131,564.27
Construction & Manufacturing							30,716.84
Services - all other							16,515.24
Wholesale Trade							8,682.77
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 793,031.60

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



Notes: Figures represent revenue received in May
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	2024
Lodging, campgrnds.	\$ 9,584.56	\$ 15,249.51	\$ 13,839.00	\$ 20,358.97	\$ 24,204.56	\$ 8,537.56	\$ 48,534.91	\$ 45,728.44	\$ 55,334.62	\$ 53,814.04
Retail - Local Gift & Hardware					15,796.08	13,653.00	26,260.20	30,059.48	28,173.68	29,463.16
Retail - Remote					11,214.47	13,005.06	24,375.70	22,287.27	25,875.89	23,776.15
Retail - groceries, liquor, candy, hardw	7,498.06	12,035.68	12,281.81	12,801.80						
Retail - gift, souvenir, variety, books	3,931.79	4,655.84	3,818.37	4,896.95						
Trans & Pub. Util.	7,670.58	13,281.91	7,100.52	7,925.41	7,669.48	8,821.34	10,842.03	13,342.30	13,868.64	12,346.59
Eating & Drinking	5,712.03	6,162.00	11,474.07	16,044.33	14,162.03	9,551.59	29,519.40	32,268.20	26,573.43	24,822.86
Const. & Manufacturing	5,722.91	7,157.27	6,458.20	7,434.92	5,881.55	3,440.51	3,471.97	7,619.18	2,909.64	10,730.46
Services - all other	1,336.72	1,754.31	1,781.74	2,341.05	1,503.59	1,034.99	2,152.63	2,608.43	3,589.73	4,417.85
Finance, Ins. Real Estate	562.63	3,061.70	857.41	298.81						
Wholesale Trade	65.28	282.93	115.07	73.25	411.73	669.83	1,879.52	1,890.44	2,035.82	1,379.00
Mining	-	-	-	-	-	-	-	-	-	-
All Other	630.30	7.00	7.00	-						
TOTAL	\$ 42,714.86	\$ 63,648.15	\$ 57,733.19	\$ 72,175.49	\$ 80,843.49	\$ 58,713.88	\$ 147,036.36	\$ 155,803.74	\$ 158,361.45	\$ 160,750.11
				\$12,207.14 out-of-period	\$7,217.53 out-of-period	\$3,389.27 out-of-period	\$2,183.34 out-of-period	\$4,665.85 out-of-period	\$15,372.15 out-of-period	(\$298.91) out-of-period

Year to Date Sales Tax Comparison

Percentage Change
from 2023

March 2023 Activity	\$	158,361.45	
March 2024 Activity	\$	160,750.11	1.51%
Jan-Mar 2023 Activity	\$	471,683.14	
Jan-Mar 2024 Activity	\$	469,504.07	-0.46%

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	4336	-40.93%
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		-14.19%

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	\$21,588	-29.35%
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		-34.29%

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		Exempt	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt
	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	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	12973	4336	33.4%	92
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	49664	17606	35.2%	780

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	9,624										33,519
Bed and Breakfast	755	353	341										1,449
House, Townhouse, Condo (1)	3,286	3,422	3,008										9,716
RV Space, Unfurnished Cabin	2,573	2,407	-										4,980
Total Rooms	19,064	17,627	12,973	-	-	-	-	-	-	-	-	-	49,664
												Prior YTD	52,364

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,921	4,582	3,505										13,008
Bed and Breakfast	252	149	69										470
House, Townhouse, Condo (1)	1,041	1,043	762										2,846
RV Space, Unfurnished Cabin	728	554	-										1,282
Total Rooms	6,942	6,328	4,336	-	-	-	-	-	-	-	-	-	17,606
												Prior YTD	19,583

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 22,930.38	\$ 21,580.31	\$ 16,452.00										60,963
Bed and Breakfast	\$ 1,270.42	\$ 777.13	\$ 408.19										2,456
House, Townhouse, Condo (1)	\$ 8,629.94	\$ 8,135.58	\$ 4,727.68										21,493
RV Space, Unfurnished Cabin	\$ 1,065.09	\$ 800.57	\$ -										1,866
Total Dollars	\$ 33,895.83	\$ 31,293.59	\$ 21,587.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,777.29
												Prior YTD	93,559.76

(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	\$ 21,027.21	-8.9%	-4.0%
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	\$ 84,267.56		

Revenue by Fund	2022	2023	YTD 2024	Cumulative
Affordable/Attainable Housing	\$ 277,664.74	\$ 309,343.96	\$ 42,133.78	\$ 629,142.48
Water Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 21,066.89	\$ 314,571.24
Sewer Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 21,066.89	\$ 314,571.24
Cumulative Total Raised				\$ 1,258,284.95

Affordable Housing Revenue and Expenses	2022	2023	YTD 2024	Cumulative
Total Raised	\$ 277,664.74	\$ 309,343.96	\$ 42,133.78	\$ 629,142.48
Total Spent	\$ (110,000.00)	\$ (67,849.69)	\$ (30,000.00)	\$ (207,849.69)
Total Remaining	\$ 167,664.74	\$ 241,494.27	\$ 12,133.78	\$ 421,292.79

Average 2024 YTD Income Reported Per Property	\$ 5,337.84
Average 2024 YTD Excise Tax Paid Per Property	\$ 800.68

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
4/17/2024	Ouray County Clerk & Recorder	\$ 382.16	Recording fee

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	6,578	40.17%
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	\$ 119,178.58	-10.46%
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	\$ 713.73	\$ 25.00		\$ 282.98	62%
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	\$ 2,209.73	\$ 197.00	\$ -	\$ 1,032.81	
		\$ 8,338.22			\$ 19,206.17			\$ 2,406.73		

percent of sales earning profit

75%

71%

92%



**COMMUNITY DEVELOPMENT
DEPARTMENT (CDD) REPORT**

PREPARED FOR: Ouray City Council Meeting – May 20, 2024
PREPARED BY: Kristen Clothier, Community Development Director

COMMUNITY DEVELOPMENT DEPARTMENT (CDD) UPDATES

LAND USE PLANNING

- The next regular meeting of the Planning Commission will take place on 6/11.
- Staff are currently reviewing a Preliminary PUD submission for the Ouray Riverwalk Affordable Rentals project. 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.
- It was noted that submittal checklists have not yet been developed corresponding to the updated Land Use Code. A detailed submittal checklist for Preliminary PUD submissions was developed, in advance of the submission above. As time allows, additional submittal checklists will be developed.
- In the past month, work has included pre-application conferences, site development reviews, site visits, etc.

ECONOMIC DEVELOPMENT

- Based on funding availability, the OEDC held a second grant round for the 2024 Micro-Grant Program.
- Applications closed on 4/30; 12 applications were submitted.
- There was \$9,000 in funding available in the second grant round; funding requests totaled more than \$66,000.
- Second round proposals were discussed and funding allocations were determined at the May 9th OEDC meeting.
- The OEDC noted the strength of the Round 2 grant application submissions. After much discussion, the decision was made to award grants to fund the projects proposed by two Ouray businesses vs. awarding a larger number of smaller grants.
- The OEDC has also begun planning a soiree for grant recipients and donors; staff will soon send out a soiree invitation.
- The OEDC hosted a successful Business Roundtable focused on service animals with guest speaker Alison Butler, Esq., Director of the Division of Disability Rights, Denver Agency for Human Rights & Community Partnerships, on 5/7 at the Wright Opera House.

INTERDEPARTMENTAL COLLABORATION

- The Community Development Department and the Finance & Administration Department held their first monthly meeting to discuss ways to streamline processes and improve efficiencies for program areas that span both departments.

SHORT-TERM RENTAL (STR) PROGRAM STATUS UPDATE

- A number of STR applications have been submitted recently.
- Assuming the 2 applications in process pass inspection/receive STR licenses, there will only be 3 remaining STR licenses available.

Active STRs	Passed Inspection; Licenses Pending	Applications in Process	Waitlist
112	3	2	0

LICENSING/PERMITTING

Between 4/18/24-5/17/24:

- The Building Inspector issued the Foundation Permit for Lots 1-21 of the Waterview Homes PUD.
- The Community Development Director issued three Temporary ROW Sales Licenses for restaurant sidewalk service (food & alcohol); two more are in progress. Those requesting a license are required to sign a lease with the City.
- The Building Inspector also issued 5 Temporary Encroachment Permits and 2 Sign Permits.

GRANTS

- The City Administrator and the Community Development Director met with representatives from DOLA to discuss the More Housing Now grant application submitted by the City. The hearing on the grant application will take place in late-June.

ADDITIONAL UPDATES

- The Community Development Director attended the Colorado Mountain Housing Coalition Conference from April 15-16. Session topics included legislative updates, workforce housing and economic development funding resources, and innovative strategies for housing stability. The conference also provided the opportunity to make new connections with funders and colleagues.
- The Building Inspector attended a HUD Code and Modular Home Installation continuing education workshop in Montrose on May 16th. This training is directly relevant to the Waterview Homes PUD project.

Apr - May 2024 IT Highlights

- Accessibility kick-off meeting and scanning has started for the websites cityofouray.com and visitouray.com looking at an initial analysis and documenting accessibility issues found. Access to the reporting site has been provided.
- Awaiting power and data cable termination for Waste Water treatment plant rack setup.
- Work has begun to provide electronic access control to the front doors at City Hall. The vendor is awaiting some parts and will soon complete the integration.
- Worked with Montrose PD support to install evidence inventory system.
- Switched out the mobile computer for Gary Ray to allow use of a new computer and dedicate the old computer to evidence inventory tracking.
- All older Box Canon systems were tested for the opening of the park. The emergency phone was reestablished in the pavilion half way to the top
- PD mobile computers are now retired from use.
- Firewall patched to latest version to remediate a security issue.
- Ouray Hot Springs website is now forwarded to the Visit Ouray web site dedicated webpage for the Ouray Hot Springs.
- Box Canon systems were tested for the opening of the park. The emergency phone was reestablished in the pavilion half way to the top of the park.
- The black swift bird camera was reestablished to the DVR and the cable to the camera was repaired. The live camera can be found again on the Visit Ouray Box Canon web page.
- New software was installed on three computers for PDF accessibility remediation.
- The Cybersecurity Crown Jewels interviews were completed and the final report has been recently received. The report is currently being reviewed to discover areas of concern to business continuity.
- Will coordinate with Finance Department and Finance software vendor to migrate and cutover to a cloud-based finance software version.
- Network software updates were installed.



CCEC Report

Friday, 5.17.2024

Main Street Committee Updates

1. [Main Street Committee](#) representatives Jenny Hart, Lou Hart, Heather Greisz, and Trisha Johnson attended the May 3rd, "[Are We Summer Ready?](#)", event. This committee had a table with brochures sporting their new brand, along with information to introduce themselves and their mission to the community. They also provided a wonderful presentation to those in attendance. Thank you to Loren Weeks for all of her hard work on this event!

Purpose Statement

Ouray Main Street is the intersection of community organizations, working together to leverage our passion for this place to enhance economic vitality.

ECONOMIC VITALITY

ORGANIZATION

PROMOTION

DESIGN

Our efforts establish a precedent of the Ouray way of life: locally owned historic gateway to endless adventure.



*Be a part of
Main Street!*



Main Street Manager
Autumn Bailey

Phone
970.318.6788

Website
tinyurl.com/Ouray-Main-Street


E-mail
mainstreet@cityofouray.com



OURAY COMMUNITY

OURAY TRADITIONS

OURAY FUTURE



**Yours, Mine, Ours:
Together, We Make Ouray**

Despite the intensity of the tourism market that drives Ouray's economy during the summer months, what makes the community tick is the sense of belonging you experience here in the winter. There's a camaraderie among those businesses and locals who tough it out year-round. Even visitors get wrapped up in the welcoming vibe during the chilly February frost.

Ouray Main Street is here to build that sense of belonging among our business owners. We're committed to growing a network of support services to help your business thrive. Connections are essential and Main Street is here to provide a conduit to the resources available locally, at the state level, and beyond.

**Individually, we each own a piece of Ouray.
Together, we share it with the world.**

A Special Club!

YEAR-ROUNDER


**Our Main Street.
Our Home.
Our Ouray.**

"The synergy provided by more year-rounders is contagious," notes local Ouray Main Street Director Autumn Bailey.

"We're here to explore ways to celebrate Ouray businesses and drive more activity towards generating a thriving, local economy."

One newest initiative is the Year-Rounders Club - an effort to recognize those business owners who persevere through the slow months to make sure things don't grind to a complete halt. "We're exploring opportunities to feature these signature businesses and are kicking around the idea of a 'Year-Rounders Weekend' promoting specials to drive more foot traffic during the slow winter months.

This is just one way Ouray Main Street is bringing vitality home!

 **POWERED BY
MAIN STREET**

Ask us for more info!

- I attended the Main Street Now 2024 conference from May 5th to May 8th in Birmingham, Alabama. This was funded by DOLA as part of training for new Main Streets. Attendees are presented with an opportunity to convene and learn about the innovative methods and practices that make the Main Street Approach™ one of the most powerful economic development tools in the nation. It is hosted by [Main Street America](#), a nonprofit organization committed to strengthening communities through preservation-based economic development in older and historic downtowns and neighborhood commercial districts.

City Updates

E-Newsletter

- May's newsletter will be out soon as there were scheduling conflicts early on.
- Working on updating the [newsletter archive](#).

Messaging for Blasting at 400 Queen Street

1. Communications continue regarding the blasting as scheduled at 400 Queen Street. The city messaging copies Ouray County Alerts and has been added to the “Latest News” section of our website in a Press Release article titled “[Updates on Blasting Above Ouray - 400 Queen Street](#)”.

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.

Messaging for Community Cleanup Day

1. Messaging for Community Cleanup is underway. Ads have been placed in the Plaindealer, registered business owners were emailed, flyers are up at City Hall and the Community Center, an event has been created on Facebook and Instagram as well as shared across stories and different local pages, “Latest News” has an article added, and it is on the public-facing calendar for the City and the County. More flyers will be delivered to businesses, as well as an email reminder to registered businesses. A banner will be added to the fence line at Fellin Park.

Community Cleanup Day

For the Citizens of Ouray!

Plan ahead!

[Community Cleanup Day](#)

Saturday, June 8

9:00 am – 4:00 pm

Four 30-yard dumpsters will be available in the RV Catchment Basin parking lot off of west 9th Avenue.

What materials are not allowed in these dumpsters? Great question! [CLICK HERE for details.](#)

Also happening June 8:

E-Waste Recycle Day

9:00 am – 4:00 pm

One locked storage box will be available in the RV Catchment Basin parking lot off of west 9th Avenue.

What materials are not allowed in these dumpsters? Great question! More details to follow.

There is a small processing fee on certain items. Please [CLICK HERE for details](#).

Paint Drop-off Day - Hosted by PaintCare

12:00 pm – 4:00 pm

Drop-location will be at Rotary Park. This four-hour event is totally free and provides a convenient opportunity for residents to drop off leftover and unused paint. PaintCare Colorado's professional staff will collect the paint and haul it away for recycling, incorporation into other products, or proper disposal.

If you'd like more information on PaintCare Colorado, please visit [Colorado - PaintCare](#).

Messaging for Registering or Renewing Businesses

1. 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.

Do you operate a business within the City of Ouray?

Per Ordinance 9 Series 2021 which was passed on November 17, 2021, all businesses operating within the City of Ouray are required to register/ renew with the City each year by May 31st; late registrations will be assessed with a penalty of two times the yearly registration fee. Please note that all fees are waived for 501(c)(3) non-profit business registrations, i.e., church, nonprofit organizations, and charities.

[CLICK HERE for more information and the form to register/ renew](#).

Website Updates

1. Updated "Latest News":
2. Updates to the [OEDC page](#) for their micro-grant program.
3. The pop-up alert is continuously updated.
4. 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.
5. Calendar events are updated daily and are viewable on the [homepage](#) of our new website.
6. Regular updates are done to pages for agendas, minutes, reports, etc.

Notable Upcoming Events

1. [PARC Softball Spring Training](#)
2. Saturday, May 25 · 8:30 am – 1:30 pm: TRAVEL ALERT • US 550 North of Durango Closed for Iron Horse
3. Monday, May 27: City Offices Closed • Memorial Day
4. Monday, May 27 · Daily, until Sep 6, 2024: TRAVEL ALERT • Red Mountain Electrical Reliability & Broadband Improvement Project
5. June 4 – 5, 2024: PUB WORKS • Mag Chloride Application
6. Wednesday, June 5 · 5:30 – 6:00 pm: PUBLIC MEETING • Open House for CDOT Main Street Project - @ Ouray Community Center
7. Thursday, June 6 · 6:00 pm – 10:00 pm: PARK - Mountain Air Music - Weekly on Thursday, until Jun 30, 2024 - @ Fellin Park
8. Friday, June 7 · 5:00 – 8:00 pm: PARC • 2024 Softball Season - Weekly on Friday, until Aug 12, 2024 - @ Fellin Park
9. Saturday, June 8 · 9:00 am – 4:00 pm: [Community Cleanup Day • Dumpsters, E-Waste, & Paint](#)
10. Tuesday, June 11 · 5:00 – 8:00 pm: PARC • 2024 Softball Season - Weekly on Tuesday, until Aug 12, 2024 - @ Fellin Park
11. Saturday, June 15 · 5:30 – 9:30 pm: [Ouray Mountain Search and Rescue 50th Anniversary Party](#) • Public Event - @ Fellin Park

VOLUNTEER PLAN AFFILIATION AGREEMENT

This Affiliation Agreement is hereby entered into by and between the _____, (hereinafter referred to as the *Employer* and the Fire and Police Pension Association (hereinafter referred to as the FPPA) to become effective on Month, Day, Year, as follows:

WITNESSTH;

Whereas, C.R.S. 31-31-705 and C.R.S. 31-30-1108 permit the FPPA Board of Directors (hereinafter referred to as the FPPA Board) to make agreements with governing bodies which provide pension plans for volunteer firefighters for the purpose of administering such plans and managing the funds of such plans for investment; and

Whereas, Section 1818 of the FPPA Rules and Regulations, provides that the governing body of an employer having a pension plan for its volunteer firefighters may elect to affiliate with FPPA, and

Whereas, by adoption of this Affiliation Agreement dated Month, Day, Year, the *Employer* has requested that FPPA administer its volunteer pension plan and manage the plan's funds for investment; and

Whereas, FPPA has considered this request and based upon the evidence presented, FPPA has received satisfactory evidence that the *Employer* should be allowed to affiliate, having met the statutory, regulatory, administrative, and financial requirements; and

Whereas, by signature below, FPPA approves the affiliation of the *Employer*;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Pursuant to C.R.S.31-31-705, the assets of the *Employer's* plan shall be transferred to FPPA on the effective date of affiliation as set forth within this Agreement, unless the effective date is a legal holiday, in such case the actual transfer must be made on the next business day following the effective date. FPPA's approval is contingent upon the conversion to cash of the *Employer's* plan assets as specified by FPPA.
2. It shall be the responsibility of the *Employer* to ensure the safe delivery of the pension plan assets to FPPA's depository.

3. FPPA agrees to provide a receipt for the assets delivered upon confirmation from FPPA's depository.
4. FPPA will be responsible for investment of the assets and will continue to use its best efforts to generate earnings on your plan's funds. However, as in other similar investment situations, FPPA cannot guarantee a specified rate of earnings nor exclude the possibility of losses. *Employer* hereby agrees that FPPA has the authority to determine the investment asset allocation of the funds and *Employer* understands that this asset allocation is subject to change. *Employer* understands that there could be a change to the assumed rate of investment return which could also result in an increase in required contributions to the plan.
5. While funds will be commingled for investment, the amount of the principal of your plan's affiliated funds, together with any earnings or losses thereon, shall be accounted for separately.
6. The *Employer* will be responsible for the collection and transmission of all contributions to FPPA with the exception of state contributions, made pursuant to C.R.S. 31-30-1112, as amended. State contributions will be transferred to FPPA by the Department of Local Affairs (DOLA) in accordance with the law and the DOLA's policies and standards concerning eligibility for state contributions.
7. The *Employer* understands that the required contributions may be made from a combination of employer and state matching funds, but that the *Employer* is ultimately responsible for meeting the required contribution obligations as specified by FPPA's Actuary.
8. FPPA is responsible for making benefit payments to the plan beneficiaries, as directed by the *Employer* for so long as *Employer* continues to forward the full amount of the required employer contributions to FPPA required to fund your volunteer firefighter pension plan as specified by FPPA's Actuary, and while there is sufficient money in your fund to pay the benefits.
9. The *Employer* understands that any expenses incurred by FPPA that are directly related to FPPA's administration of the plan shall be paid from that plan's assets. Any expenses incurred by FPPA that are attributable to more than one plan will be allocated to each plan on an equitable basis as determined by FPPA. The allocated expense shall be paid from the assets of each plan.
10. FPPA will not be liable to make payments on your behalf except from those monies in your volunteer firefighter pension fund, including earnings thereon. In the event any person commences a civil action or similar proceeding against the FPPA for benefits or

other matters arising from your volunteer firefighter pension plan, you will reimburse FPPA for its expenses arising from the defense of such action or assume its defense upon the consent of FPPA and will indemnify the FPPA for the total amount of any judgment resulting therefrom. In the event you fail to adequately contribute to your volunteer firefighter pension fund and FPPA commences a civil action or similar proceeding against you to collect unpaid contributions, you will pay FPPA's reasonable costs of collection, including but not limited to attorneys fees.

11. The *Employer* understands and agrees that it has the following responsibilities:
 - Establishing eligibility for and the amount of benefits to be received by members and beneficiaries of the plan, including the determination of base benefits, years of service under the plan, marital status, and continuing eligibility of retirees and survivors;
 - Maintaining records of the terms and provisions of the plan as they may be adopted and amended;
 - Making determinations regarding benefit improvements, if any;
 - That any benefit improvements can only be made if the *Employer* complies with C.R.S. 31-30-1122(3) and pays the actuarially required contributions necessary to fund such benefits; and
 - Periodically certifying information required by FPPA to administer the plan benefits.
12. The *Employer* understands that it may terminate this Agreement in accord with applicable procedures established by FPPA. A copy of the current procedures for disaffiliation are available from FPPA.
13. The *Employer* understands and acknowledges that pursuant to C.R.S. 31-31-705, FPPA may terminate the affiliation of the *Employer* from FPPA by providing sixty (60) days written notice to the *Employer* for failure to fulfill its responsibilities to the plan or its failure to renew an affiliation agreement.
14. The *Employer* shall take the necessary steps to satisfy the qualification requirements specified in section 401 of the Internal Revenue Code including adopting a plan document in substantially similar form to the model plan document which is attached hereto as Exhibit A. The *Employer* acknowledges that it will keep the Plan Document attached hereto as Exhibit A up to date with any benefit improvements and ensure that any changes are communicated to FPPA, and the plan document is updated.
15. This Agreement may be modified or amended by FPPA and/or the *Employer* only in writing and will only be effective upon formal approval by both parties.

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

For the FIRE AND POLICE PENSION
ASSOCIATION

For the _____
(Governing Body of Municipality,
District or Authority)

Kevin Lindahl, Executive Director
FPPA

Authorized Signatory

Print Name

Title

Exhibit A

Plan Document

The Employer hereby adopts this Plan Document for its volunteer firefighter pension plan.

- I. Qualification rules under IRC 401(a)
 - a. The Employer incorporates by reference FPPA Rules regarding volunteer plans, as applicable, into this Plan Document. Part 18 of the FPPA Rules specifies the requirements for meeting the qualification requirements specified in sections 401(a) and 414(d) of the Internal Revenue Code.
- II. The Employer has established benefits in accordance with C.R.S. 31-30-1101 et.seq and incorporates the provisions of that article into this Plan Document.
- III. Benefits shall be distributed in accordance with C.R.S. 31-30-1101 et.seq and this Plan Document.

RETIREMENT BENEFIT

a. Pursuant to C.R.S. 31-30-1122(1), the normal retirement pension amount for volunteer firefighters who have twenty years of active service and who are over fifty years of age shall be:	
b. Pursuant to C.R.S. 31-30-1122(2), the retirement pension amount for volunteer firefighters who have less than twenty years of service, but 10 or more years, who are fifty years of age or older shall be:	
i. The vesting for the monthly benefit shall be as follows:	

(continued on next page)

DISABILITY

a. Pursuant to C.R.S. 31-30-1121 (1), if a volunteer firefighter is injured while in the line of duty as a volunteer firefighter, the volunteer firefighter shall be entitled to: i. A short-term disability monthly annuity for not more than one year in an amount of:	
b. A long-term disability monthly annuity for a disability that deprives the volunteer firefighter of an earning capacity and that extends beyond one year in an amount of:	

SUPPLEMENTAL RETIREMENT PENSION (EXTENDED SERVICE)

a. Pursuant to C.R.S. 31-30-1125, the Employer shall pay a supplemental payment (Extended service award) of:	
--	--

SURVIVOR BENEFIT

a. Pursuant to C.R.S. 31-30-1126, the Employer shall pay a survivor benefit to the surviving spouse in an amount equal to:	
b. Pursuant to C.R.S. 31-30-1127, as a result a death from injuries in the line of duty the Employer shall pay a survivor benefit in an amount equal to: OR	
c. In lieu of the survivor benefit provided under C.R.S. 31-30-1126 and 1127, the Employer elects to pay a survivor benefit pursuant to C.R.S. 31-30-1128 in the amount of:	

FUNERAL BENEFIT

a. Pursuant to C.R.S. 31-30-1129, the Employer shall pay a funeral benefit in the amount of:	
--	--

Permit Application and Report of Changes

Current License Number 15-75245-0001
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee \$ _____

1. Applicant is a		Present License Number
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership..... <input type="checkbox"/> Limited Liability Company		<u>15-75245-0001</u>
2. Name of Licensee <u>DURAY BREWERY, LLP</u>		3. Trade Name <u>DURAY BREWERY</u>
4. Location Address <u>607 MAIN STREET</u>		
City <u>DURAY</u>	County <u>DURAY</u>	ZIP <u>B1427</u>

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
<p>• License Account No. _____</p> <p><input type="checkbox"/> Manager's Registration (Hotel & Restr.).....\$75.00</p> <p><input type="checkbox"/> Manager's Registration (Tavern).....\$75.00</p> <p><input type="checkbox"/> Manager's Registration (Lodging & Entertainment)..... \$75.00</p> <p><input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</p>	<p><input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00</p> <p><input type="checkbox"/> Wholesale Branch House Permit (ea)..... 100.00</p> <p><input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00</p> <p><input type="checkbox"/> Change Location Permit (ea)..... 150.00</p> <p>Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____</p> <p><input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____</p> <p><input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____</p> <p><input type="checkbox"/> Campus Liquor Complex Designation No Fee</p> <p><input checked="" type="checkbox"/> Sidewalk Service Area \$75.00</p>
Section B – Duplicate License	
<p>• Liquor License No. _____</p> <p><input type="checkbox"/> Duplicate License..... \$50.00</p>	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

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 of Revenue may collect the payment amount directly from your bank account electronically.	TOTAL AMOUNT DUE \$ _____ .00
---	--------------------------------------

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a Corporation Individual Partnership Limited Liability Company

License Number

42-70517-0000

Name of Licensee

Outlaw Tradition LLC

Trade Name of Establishment (DBA)

Outlaw Restaurant

Address of Premises (specify exact location of premises)

610 Main St.

City

Owray

County

Owray

State

CO

ZIP Code

81427

Business Email Address

alisonchoate@yahoo.com

Business Phone Number

970.318.2381

Section C

- Retail Warehouse Storage Permit (each)..... \$100.00
- Wholesale Branch House Permit (each)..... \$100.00
- Change Corporation or Trade Name Permit (each)..... \$50.00
- Change Location Permit (each)..... \$150.00
- Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00
- Change, Alter or Modify Premises.....\$150.00 x Total Fee:
- Addition of Optional Premises to Existing Hotel/Restaurant.....\$100.00 x Total Fee:
- Addition of Related Facility to an Existing Resort or Campus Liquor Complex.....\$160.00 x Total Fee:
- Campus Liquor Complex Designation..... No Fee
- Sidewalk Service Area..... \$75.00

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



Fees Due	
Annual Renewal Application Fee	\$ 125
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 625.00

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check

Uploaded to Movelt on Date

Paid online

Licensee Name

EL RENO INC

Doing Business As Name (DBA)

MI MEXICO FAMILY MEXICAN RESTAURANT

Liquor License Number

03-15039

License Type

Hotel & Restaurant (city)

Sales Tax License Number

94838787

Expiration Date

07/21/2024

Due Date

06/06/2024

Business Address

Street Address

118 7th AVENUE

Phone Number

(720)261-0922

City

Ouray

State

CO

ZIP Code

81427

Mailing Address

Street Address

1410 Bellaire Dr

City

Colorado Springs

State

CO

ZIP Code

80909

Email

erikakaiser1@msn.com

Submit to Local Licensing Authority

BOX CANYON LODGE & HOT SPRINGS
17405 CR 122
Tyler TX 75703

*paid 2/23/24 on-line
 see attached receipt*

Fees Due	
Renewal Fee	625.00
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	\$ 625.00

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name TMC LODGE LLC		Doing Business As Name (DBA) BOX CANYON LODGE & HOT SPRINGS	
Liquor License # 03-18733	License Type Hotel & Restaurant (city)		
Sales Tax License Number 94612132	Expiration Date 05/02/2024	Due Date 03/18/2024	
Business Address 45 3RD AVENUE Ouray CO 81427			Phone Number 9707082025
Mailing Address 17405 CR 122 Tyler TX 75703	<i>PD Box 439 Ouray, CO 81427</i> mailing address		Email <i>boxcanyon tmc@gmail</i>
Operating Manager <i>Troy Callender</i>	Date of Birth	Home Address	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

DR 8400 (03/31/23)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087

APPLICANT ID: 223848

Submit to Local Licensing Authority

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

Fees Due	
Renewal Fee	625.00
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	\$625.00

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name OUTLAW TRADITION LLC		Doing Business As Name (DBA) OUTLAW RESTAURANT	
Liquor License # 42-70517-0000	License Type Hotel & Restaurant (city)		
Sales Tax License Number 42705170000	Expiration Date 07/16/2024	Due Date 06/01/2024	
Business Address 610 MAIN ST Ouray CO 81427-9903			Phone Number 9703182381
Mailing Address PO BOX 1227 Ouray CO 81427-1227		Email	
Operating Manager Alison Choate US	Date of Birth	Home Address	Phone number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

CITY OF OURAY

ORDINANCE NO. 03 (SERIES 2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO REPEALING AND REPLACING OURAY MUNICIPAL CODE, CHAPTER 14-8-G, TO ADD PARKING RESTRICTIONS FOR SNOW REMOVAL DURING THE DAY ON THE SIDE STREETS DIRECTLY OFF OF MAIN STREET IN THE COMMERCIAL DISTRICT BETWEEN 4TH AND 8TH AVENUES; AND ADDING PENALTIES THEREON.

WHEREAS, City Council reviewed the winter parking restrictions for snow removal on Main Street and found it necessary to restrict parking on side streets directly off Main Street located between 4th and 8th Avenue on certain days of the week, to allow for adequate snow removal as depicted on the Map 14-8-G-3; and

WHEREAS, the City Council directs staff to order no parking signage be erected which comports with the current winter overnight no parking signage within the City, to notify the public regarding the no parking restrictions in the winter; and

WHEREAS, the City Council finds that these additional parking restrictions during the winter months to allow for plowing are for the health, safety, and welfare of the public.

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

SECTION 1:

Section 14-8-G is repealed and replaced as follows:




G. Parking Prohibited for Snow Removal

1. Every year between November 1 and May 1, all parking of motor vehicles or other vehicles of any sort is prohibited between the hours of 12:00 A.M. and 7:00 A.M. on those parts and portions of Main Street extending between Second Avenue on the south and Tenth Avenue on the north end, in order that the removal of snow may be effectively accomplished by either the City snow plows or by equipment of the State Highway Department engaged in assisting the City in the removal of snow from such portions of Main Street.
2. Between November 1 and May 1, parking of motor vehicles or other vehicles of any sort is hereby prohibited between the hours of 12:00 A.M., and 7:00 A.M., on:

- a. 320 6th Avenue along the front of City Hall, the ambulance bay, and the fire department bays on the east; and
 - b. 541 Fourth Street and 421 Sixth Avenue, along the front of the Ouray County Courthouse and Sheriff's office.
3. Between November 1 and May 1, all parking of motor vehicles or other vehicles of any sort is prohibited between the hours of 7 A.M. and 4:00 P.M. on those parts and portions of 8th, 7th, 6th, 5th, and 4th Avenues depicted on Map 14-8-G-3 with colored coded days in which parking is prohibited.

Map 14-8-G-3
Commercial District On-street Parking Prohibition for
Snow Removal



Monday	
Tuesday	
Wednesday	
Thursday	



4. Any violation of this Subsection G is hereby declared to be and to constitute a public nuisance and is unlawful, and obstruction to such street, and such motor vehicle or other vehicle may be removed, forcibly or otherwise.

SECTION 2: EFFECTIVE DATE.

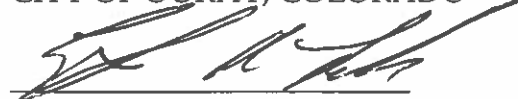
The provisions of this Ordinance shall become effective pursuant to the City Charter, § 3.5.

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 4 to 0 vote of the Ouray City Council this 6TH day of May 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 May 2024.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 03 (Series No. 2024), was introduced, read, and passed by the Ouray City Council on first reading on 6th day of May 2024. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on May 9, 2024, and thereafter introduced, read, and adopted by the Ouray City Council on May , 2024, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

ORDINANCE NO. 4 (Series No. 2024)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING RECYCLING RATES FOR 2024; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council adopted new utility rates effective January 1, 2024;

WHEREAS, the City of Ouray (City) finds it necessary to decrease the recycling base rate for 2024 due to a change in service providers; and

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

SECTION 1:

Chapter 12, Section 3, Subsection A, paragraph 3 of the Code of the City of Ouray, Colorado, is repealed and replaced as follows:

3. Recycling Base Rate is \$6.75 per month.

SECTION 3: Effective Date

The provisions of this Ordinance shall become effective on June 1, 2024.

SECTION 4: Savings Clause

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

SECTION 5: Severability

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

SECTION 6: Declaration of Emergency

The City Council determines that the adoption of this ordinance as an emergency ordinance is required for the preservation of the public peace, health and safety and is in the best interests of the citizens of the City of Ouray. This ordinance shall be effective upon adoption.

**PASSED AND APPROVED AT A REGULAR MEETING OF THE CITY OF
OURAY AS AN EMERGENCY ORDINANCE ON THIS 20TH DAY OF MAY, 2024.**

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 4 (Series No. 2024), was introduced, read, and adopted with emergency declared by the Ouray City Council on May 20, 2024. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on May _____, 2024, as required by law.

Melissa M. Drake, City Clerk

RESOLUTION NO. 8 (SERIES 2024)

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY,
COLORADO CANCELLING THE JUNE 17, 2024, REGULAR COUNCIL
MEETING.**

WHEREAS the City Council must cancel the second meeting of June because no council person or staff will be available because everyone will be attending the Colorado Municipal League (CML) conference in Loveland, Colorado.

WHEREAS the City Council finds that cancelling the second regular council meeting in June is for the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO as follows:

1. The June 17, 2024, regular Council meeting is hereby canceled.

ADOPTED this 20th day of May 2024 by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

RESOLUTION NO. 9 (SERIES 2024)

A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY, COLORADO EXTENDING THE AGREEMENT WITH ELEMENT ENGINEERING, LLC, FOR CONSTRUCTION OVERSIGHT ON THE WATER TREATMENT PLANT PROJECT.

WHEREAS, the City Council entered a professional services agreement with Element Engineering LLC on April 3, 2023, for water treatment plant construction services which were to be completed by April 3, 2024; and

WHEREAS, the services are not completed, and the contractor has requested an extension on the completion date of the contract from April 3, 2024 to September 30, 2024; and

WHEREAS, the City Council finds that extending the completion date of the contract with Element Engineering LLC to September 30, 2024 is for the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO as follows:

1. The City Administrator shall complete an amendment to the contract with Element Engineering, LLC, to extend the term to September 30, 2024.
2. No other contract terms are amended.
3. The City Administrator is authorized to sign the contract amendment.

ADOPTED this 20th day of May 2024 by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN

Ouray Police Department and
Ouray School District R-1

This Memorandum of Understanding (Memorandum) is made on the date executed below between **Ouray Police Department (OUPD)** and **Ouray School District R-1 (District)** as follows:

WHEREAS, OUPD provides local law enforcement to the City of Ouray;

WHEREAS, District is organized under the School District Organization Act of 1992 and is charged with educating pupils within its district, including the City of Ouray;

WHEREAS, District has adopted and implemented a safe school plan that includes a conduct and discipline code, pursuant to C.R.S. §22-32-109.1;

WHEREAS, the District and OUPD desire to cooperate and, to the extent possible, develop written agreements to keep the environment safe at each school within the District;

WHEREAS, the parties desire to establish procedures to be followed when certain incidents occur on school property; and

WHEREAS, the parties have implemented a Safe2tell program pursuant to Colorado law.

NOW THEREFORE, in order to accomplish the above goals and in consideration of the mutual promises herein the parties agree as follows:

A. GENERAL PROVISIONS

1. This Memorandum does not create any contractual rights or obligations between the OUPD, the District, or their respective officers, employees, agents or representatives.
2. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. This Memorandum shall be implemented for the 2022/2023 school year and shall be reviewed by OUPD and District, no later than April 15, 2025. Then, every year thereafter.
3. If changes in state or federal law require changes to this Memorandum, the parties shall amend this Memorandum.
4. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

B. DEFINITIONS

1. **Referral to Law Enforcement** means, pursuant to C.R.S. §22-32-109.1, as amended, a communication initiated by the District administrator, a teacher, or other District employee, to OUPD and concerns behavior by a student that the District administrator, a teacher, or other District employee believes may constitute a criminal or delinquent offense, and for which the District administrator, a teacher, or other District employee requests an investigation or other

involvement by OUPD. Referral to law enforcement does not include contact with OUPD made for education, prevention, or intervention regarding a student's behavior; routine or incidental communication between a District administrator, a teacher, or other District employee and OUPD; or, any incident or communication that is initiated by OUPD.

2. **Criminal Justice Records** means, pursuant to C.R.S. § 24-72-302, as amended, all books, papers, cards, photographs, tapes, recordings, or other documentary materials, regardless of form or characteristics, that are made, maintained, or kept by any criminal justice agency in the state for use in the exercise of functions required or authorized by law or administrative rule, including, but not limited, to the results of chemical biological substance testing to determine genetic markers conducted pursuant to C.R.S. §16-11-102.4 and 16-23-104.
3. **Education Records** means, pursuant to 20 U.S.C. §1232g(a)(4)(A), as amended, those records, files, documents, and other materials which (i) contain information directly related to a student and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution. Education records do not include records maintained by a law enforcement unit of the educational agency or institution that were created by that law enforcement unit for the purpose of law enforcement.
4. **Community Policing Plan** means a plan adopted by OUPD, implementing nontraditional strategies to proactively prevent crime in cooperation with residents of its communities through education and training. Preventive strategies and measures include referrals to support services, diversionary programs, restorative practices, education, and deterrence. The goal is to foster an atmosphere of trust between OUPD and the families, individuals, children, and youth who reside in the communities and neighborhoods that it serves while deterring crime.
5. **Directory Information** means, pursuant to 20 U.S.C. §1232g(a)(5)(A), as amended, relating to a student includes the following: the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous educational agency or institution attended by the student.
6. **School Property Incidents** means incidents reported to have occurred on school property, at any school sponsored activity, or in a School Vehicle.
7. **School Vehicle** means pursuant to C.R.S. §42-1-102(88.5), as amended, a motor vehicle, including but not limited to a school bus, that is owned by or under contract to a public or private school and operated for the transportation of school children to or from school or a school-related activity.
8. **Juvenile Delinquent Act** means any act committed by a juvenile ten years of age or older in violation of any:
 - a. federal or state law, except nonfelony state traffic, game and fish, and parks and recreation laws or rules; the offenses specified in C.R.S. §18-13-121, as amended, concerning tobacco products, the offenses specified in C.R.S. §18-13-122, as amended, concerning the illegal possession or consumption of ethyl alcohol or marijuana by an

underage person or illegal possession of marijuana paraphernalia by an underage person, and the offenses specified in C.R.S. §18-18-406(5)(a)(I), (5)(b)(I), and (b)(II), as amended, concerning marijuana and marijuana concentrate; or

- b. any county or municipal ordinance except traffic ordinances, the penalty for which may be a jail sentence of more than ten days.
9. **Bullying** means pursuant to C.R.S. §22-32-109.1(1)(b), as amended, any written or verbal expression, or physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental, or emotional harm to any student.

C. GOVERNING LAWS

1. OUPD and District are governed by the following reporting and information exchange federal, state, and local laws, as applicable:
 - a. Colorado Open Records Act, C.R.S. §24-72-301 *et seq.*, as amended;
 - b. Delinquency and Dependency and Neglect Cases-Exchange of Information, C.R.S. §19-1-303, as amended;
 - c. Family Educational Rights and Privacy Act (hereinafter FERPA), 20 U.S.C. §1232g, and its implementing regulations at 34 C.F.R. § 99.1 *et seq.*, as amended;
 - d. Board of education--specific duties--student records, C.R.S. §22-32-109.3, as amended;
 - e. Board of education--specific powers and duties--safe school plan--conduct and discipline code--safe school reporting requirements--school response framework--school resource officers--definitions —repeal, C.R.S. §22-32-109.1 *et seq.*, as amended;
 - f. Safe2tell Program, C.R.S. §24-31-606 *et seq.*, as amended;
 - g. Colorado Criminal Code, C.R.S. §18-1-101 *et seq.*, as amended;
 - h. Colorado Code of Criminal Procedure, C.R.S. §16-1-101 *et seq.*, as amended;
 - i. Colorado Community Policing Act, C.R.S. §24-33.5-601 *et seq.*, as amended; and
 - j. City of Ouray Municipal Code, as amended.

D. GOALS

1. OUPD
 - a. Assist District to prevent Juvenile Delinquent Acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, education, and deterrence;
 - b. Investigate all Referrals to Law Enforcement that have occurred on School Property in the manner that OUPD, in its sole discretion, deems appropriate; but

any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable; and

- c. Establish and maintain a cooperative relationship with the District in the reporting and resolution of all School Property Incidents.
2. District
 - a. Create a safe learning environment;
 - b. Help law enforcement prevent Juvenile Delinquent Acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school wide positive behavior supports, education, and deterrence; and
 - c. Establish and maintain a cooperative relationship with OUPD in the reporting and resolution of all School Property Incidents.

E. COMPETING INTERESTS

1. The District's federal funding mandates it have a policy or practice of permitting the release of education records or personally identifiable information, other than Directory Information, of students to any individual, agency, or organization, and it adheres to this policy or practice at all times.
2. The District may only disclose personally identifiable information, without written consent, from an educational record of a student to OUPD if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals, or to comply with a court order or lawful subpoena. If records are subpoenaed, the school must notify the parents of the student at least one full business day before compliance.
3. Once a Referral to Law Enforcement is made to OUPD, prior to taking any statements, questioning, or performing any act which is likely to elicit an incriminating response, the parent, guardian or legal or physical custodian of a juvenile must be notified and be present, unless the parent or member of the student's immediate household is the subject of concern regarding the safety and welfare of the student.

F. MANDATORY REFERRAL TO LAW ENFORCEMENT

1. District shall immediately notify OUPD by the most expeditious means practicable of any of the following incidents occurring on School Property:
 - a. After receipt of a report and proof deemed adequate, all reports of assault upon, disorderly conduct toward, harassment of, the making knowingly of a false

allegation of child abuse against, or any alleged offense under the Colorado Criminal Code directed toward a school teacher, school employee, school student, or instances of damage occurring on the premises to the personal property of a school teacher or school employee by a student;

- b. All reports of assault, menacing, criminal extortion, kidnapping, false imprisonment, sexual assault, unlawful sexual contact, human trafficking, harassment and stalking, by any student or upon any student;
 - c. Posting a private image of a student, posted or distributed through the use of social media or any website any photograph, video, or other image, displaying the private intimate parts of an identified or identifiable student;
 - d. Illegal possession or consumption of ethyl alcohol or marijuana by an underage person or illegal possession of marijuana paraphernalia by an underage person, as described in C.R.S. §18-13-122, as amended;
 - e. Possession of handguns by juveniles, as described C.R.S. §18-12-108.5, as amended;
 - f. All reports of arson, burglary, robbery and theft, by any student or upon any student;
 - g. All reports of any crimes against at risk juvenile, as defined in C.R.S. §18-6.5-102, *et. seq.*;
 - h. Bullying incidents that involve assault or other potentially criminal conduct; and
 - i. Confiscation by District of a drug or controlled substance from a student, including but not limited to, marijuana, narcotic drugs, opiates, cocaine, marijuana concentrate, cathinones, any synthetic cannabinoid, salvia divinorum, or hallucinogenic.
2. Upon notification of the incident to OUPD, the District shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
- a. Whether the incident is in-progress or has concluded;
 - b. Nature of the incident;
 - c. Exact location of the incident;
 - d. Number of persons involved in the incident;
 - e. Names and ages of the individuals involved;
 - f. Weapons, if any, involved in the incident;
 - g. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons;
 - h. Injuries involved;
 - i. Whether EMS or the Fire Department have been notified;
 - j. Identity of the school contact person;
 - k. Identity of the witnesses to the incident, if any;

- l. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior; and
- m. Other such information as is known to the District and believed to be relevant to the incident.

G. RESPONSE TO MANDATORY REFERRAL TO LAW ENFORCEMENT

1. For incidents in progress, OUPD's response, depending on the totality of the circumstances, may include:
 - a. Meet with contact person and locate scene of incident;
 - b. Stabilize incident;
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident.
 - e. Secure any physical evidence at the scene, and
 - f. Identify involved persons and witnesses;
 - g. Conduct investigation;
 - h. Exchange information; and
 - i. Confer with school officials to determine the extent of OUPD involvement required by the situation.
2. For incidents not in progress, OUPD's response, depending on the totality of the circumstances, may include:
 - a. Meet with contact person;
 - b. Recover any physical evidence;
 - c. Conduct investigation;
 - d. Exchange information; and
 - e. Confer with school officials to determine the extent of OUPD involvement required by the situation.

H. DISCRETIONARY NOTIFICATION

1. The District may notify OUPD of any of the following incidents occurring on School Property that do not rise to the level of the Referral to Law Enforcement but should be considered for possible disciplinary interventions in accordance with District's Safe School Plan:
 - a. Attempt, solicitation, or conspiracy to commit any of the offenses listed in Section F(1);
 - b. Purchase or attempted purchase of cigarettes or tobacco products by a person under eighteen years of age, as described in C.R.S. §18-13-121, as amended; and
 - c. Bullying incidents that do not involve assault.

2. In exercising its discretion to determine whether to notify OUPD of such incidents, the District may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant; and
3. OUPD may exchange information, to the extent necessary, for the District, or their respective officers, employees, agents, or representatives to perform the legal duties and responsibilities. Said personnel shall maintain the information obtained, pursuant to state and federal law.

I. OUPD MANDATORY NOTIFICATION TO DISTRICT

1. Whenever a petition filed in juvenile court alleges that a child at least twelve years of age but under eighteen years of age enrolled in the District has committed an offense that would constitute unlawful sexual behavior, as defined in C.R.S. §15-22-102(9), or a crime of violence, as defined in C.R.S. §18-1.3-406, if committed by an adult or whenever charges filed in district court allege that a child has committed such an offense, OUPD shall immediately provide basic information concerning such child and the details of the alleged delinquent act or offense to the District in accordance with C.R.S. §19-1-304(5).
2. The information made available to the District and not otherwise available to the public shall remain confidential.
3. Upon receipt of such information, the board of education of the District or its designee shall determine whether the student has exhibited behavior that is detrimental to the safety, welfare, and morals of the other students or of school personnel in the school and whether educating the student in the school may disrupt the learning environment in the school, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers, and other school personnel. The determination may be made in executive session to the extent allowed by C.R.S. §24-6-402(4)(h). If the board of education or its designee makes a determination that the student should not be educated in the school, it may proceed with suspension or expulsion in accordance with subsection of C.R.S. §22-33-105 and C.R.S. §22-33-106. Alternatively, the board of education or its designee may determine that it will wait until the conclusion of the juvenile proceedings to consider the expulsion matter, in which case it shall be the responsibility of the District to provide the student with an appropriate alternate education program, including but not limited to an online program or online school authorized pursuant to C.R.S. §22-30.7-101, *et.seq.*, or a home-based education program during the period pending the resolution of the juvenile proceedings.

J. EMERGENCY PLANNING

1. At the beginning of each school year, District and OUPD shall exchange the following information for the purpose of assisting OUPD in responding to an emergency:
 - a. Blueprints or floor plans of the school buildings;
 - b. Safety information concerning which doors are locked for public access;
 - c. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads;
 - d. Location(s) of predetermined or prospective command posts;
 - e. Current teacher/employee roster;
 - f. Current student roster;
 - g. Most recent school yearbook or school photography proof book;
 - h. School fire-alarm shutoff location and procedures;
 - i. School sprinkler system shutoff location and procedures;
 - j. Gas/utility line layouts and shutoff valve locations;
 - k. Cable/satellite television shutoff location and procedures; and
 - l. Other information District deems pertinent to assist OUPD in responding to an emergency

EXECUTED on this ____ day of May, 2024.

Ouray Police Department

Ouray School District R-1

Acting Chief Gary Ray

Tod Lokey, Superintendent

Approved by:

CITY OF OURAY
OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa Drake, Clerk

LEASE AGREEMENT

THIS AGREEMENT made and entered into effective as of July 1, 2024, by and between **FRANKLIN W. BAUMGARTNER REVOCABLE TRUST**, 4155 E. Jewell Ave, Ste 1001, Denver, Colorado, 80222 (Lessor), and the **CITY OF OURAY**, a Colorado Home Rule Municipality, 320 6th Ave, P.O. Box 468, Ouray, Colorado, 81427 (Lessee). Lessors lease to Lessees the premises known as the MS Pole Star, and more particularly described on **Exhibit A**, together with all appurtenances, on a yearly basis.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Lessor and Lessee agree as follows:

1. **TERM.** This agreement shall commence on the date set forth above and shall continue for a period of ten (10) years extending through May 31, 2034, and includes right to extend the lease for an additional ten (10) years at the sole option the Lessee, so long as Lessee continues to use the property for emergency service uses.
2. **RENT.** Lessee agrees to pay, without demand, to Lessor as rent for the premises the sum of \$5,000.00 per year in advance on the 1st day of each July. The rent will increase throughout the term of this lease in one thousand dollar (\$1,000.00) increments every five (5) years.
3. **TERMINATION.** This lease shall be terminable on six (6) months written notice served on the other party. Lessor shall submit a full refund to Lessee of any unused portion of the prepaid rent at the time an early termination notice is given.
4. **OWNERSHIP OF COMMUNICATIONS FACILITIES.** All communications equipment installed on the leased premises is owned by Lessee. This includes the communications tower, the building, repeaters, and all other equipment necessary to operate the communication tower. Upon termination by either party, the Lessee shall have sixty (60) days after the termination of the lease to remove such communications facilities, except that if the termination occurs during the winter months (October 1 through May 1st), Lessee shall have until June 30th to remove such equipment.
5. **QUIET ENJOYMENT.** Lessor covenants that on paying the rent and performing the covenants contained in this lease agreement, Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term.
6. **EXCLUSIVE USE OF PREMISES BUT NOT MINING ROAD.** The premises shall be used and occupied exclusively by Lessee for an Emergency Service Communications Tower, along with the related small building and other equipment necessary to operate the communications tower. Neither the premises nor any part of the

premises shall be used at any time during the term of this lease by Lessee for any other purpose other than to operate and maintain the communications tower facilities. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the premises, and shall have non-exclusive use of the current mining road for access to the communications tower and facilities.

7. CONDITION OF PREMISES. Lessee stipulates that it has examined the premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, good repair, safe, clean, and tenantable condition.
8. ASSIGNMENT AND SUBLETTING. Lessee may assign this lease or sublet or grant any concession or license to use the premises or any part of the premises so long as the scope of use is for emergency services only.
9. GOVERNMENT IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of Lessee, its employees, agents, or officials is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.
10. RECREATIONAL USE STATUTE. The Lessee relies on the protections of the Colorado Recreational Use Statute, C.R.S. §33-41-101, *et seq.* (the CRUS). This Agreement shall be construed, to the extent possible, to allow the full protection of such statutory protections to all parties who have granted permission related to the recreational uses on the premises. Lessee shall operate and maintain the leased premises in a manner to ensure the protection of these statutes regarding recreational users.
11. INSURANCE. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by the Lessee, the Lessee agrees to hold harmless, defend and indemnify Lessor from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any member of the public arising out of or relating to the use of the communications tower.
12. DANGEROUS MATERIALS. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.
13. ABANDONMENT. If at any time during the term of this lease Lessee abandons the premises or any part of the premises, Lessor may, at their option, enter the premises

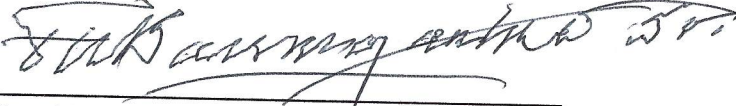
by any means without being liable for any prosecution for such entering, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at Lessor's discretion, consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is relieved of all liability for doing so.

14. BINDING EFFECT. The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties. All covenants are to be construed as conditions of this lease.
15. GOVERNING LAW AND VENUE. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of Colorado. The venue for any legal action shall be Ouray County.
16. ATTORNEY FEES. If any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.
17. ENTIRE AGREEMENT. This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.
18. MODIFICATION OF AGREEMENT. Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this lease agreement has caused it to be executed on the date indicated below.

LESSOR:

FRANKLIN W. BAUMGARTNER REVOCABLE TRUST



Franklin W. Baumgartner, Sr., Trustee



Date

LESSEE:

CITY OF OURAY

Mayor Ethan Funk

Date

Attest:

Melissa M. Drake, Clerk

Date

20. EXHIBIT A – PROPERTY DESCRIPTION

Following is a legal description of the property to be leased:

N.W. corner, Sec. 13, T. 42 N., R. 8 W.
A 1 acre portion, 208.7' X 208.7', in the SW corner of a 7.22
acre patented mining claim known as Pole Star-#-17307-~~parcel-#~~
4775-182-00-001 Ouray County, Colorado.

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

RECEIVED
MAY 08 2024
CITY OF OURAY

SPECIAL NOISE PERMIT APPLICATION

APPLICANT/PERMITEE:

Esther Friesen
Applicant Name

Beaumont Hotel & Spa
Business Name, if Applicable

PO BOX 1265
Mailing Address

505 Main St.
Physical Address

Ouray, CO 81427
City, State and Zip Code

970325-7000 esther@beaumont
Phone E-mail hotel.com

ACTIVITY INFORMATION:

Wedding reception
Type of Activity Creating Noise

505 Main St.
Physical Address of Activity

June 9, 2024
Dates for Activity

5:30pm - 9pm
Times of Activity

Description of how this activity may violate the City Code:

music/DJ/BAND in the Beaumont Courtyard

Per Section ~~10-2-1-4~~ ¹⁰⁻⁶ of the Ouray City Code, City Council or its duly authorized representative may grant a Special Noise Permit specifying all appropriate terms, limits, and conditions in the following circumstances:

- a) Additional time is necessary for the permittee to alter or modify his activity or operation to comply with this section; or
- b) The activity, operation or noise source will be of a temporary duration, and cannot be done in a manner that would comply with this section; or

c) No other reasonable alternative is available to the permittee

Describe how one or more of the above circumstances applies to the proposed activity:

This group only needs to extend one hour to
celebrate their wedding

If necessary, describe other details relevant to the proposed activity and noise:

Applicant/Permittee Signature: E. J. [Signature]
Date Signed: 5-8-24

*****For City Use Only*****

Receipt of Complete Application:

City Staff Member

Date

PERMIT

The City issues a Special Noise Permit to _____ for the activities as described in the accompanying Application and subject to the following conditions:

- 1. The Applicant/Permittee agrees:
 - a. To defend, indemnify and hold harmless the City of Ouray, its officers, agents and employees on account of any claim made or adjudged against the City of Ouray, its officers, agents and employees arising out of this Permit and to waive and release the City, its officers, agents and employees on account of any claim for damages to Applicants person, employees, contractors, or property involved in the exercise of rights and privileges by this Permit.
 - b. To only conduct activities as described in the Application.
 - c. To comply with all other City regulations and ordinances.
 - d. To cease activities immediately if the City of Ouray finds the permittee to be in violation of the terms and conditions of this Permit.
 - e. The following conditions also apply to this Permit:

Approved by the City of Ouray:

Approved by the Ouray City Council: _____
Date of Approval

Signature of City Staff

Date

By signing this Permit, the Applicant/Permittee agrees to comply with all the conditions on this permit and all other City regulations and ordinances and represents that all information in its Application is true and correct:

Signature of Applicant/Permittee

Date of Signature

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com



SPECIAL NOISE PERMIT APPLICATION

APPLICANT/PERMITEE:

Esther Friesen
Applicant Name

Beaumont Hotel & Spa
Business Name, if Applicable

PO BOX 1265, Ouray, CO 81427
Mailing Address

505 Main St, Ouray, CO 81427
Physical Address

Ouray, CO 81427
City, State and Zip Code

970-325-7000 esther@beaumonthotel.com
Phone E-mail

ACTIVITY INFORMATION:

Wedding Reception
Type of Activity Creating Noise

505 Main St. Ouray, CO
Physical Address of Activity

July 24, 2024
Dates for Activity

6pm - 11pm
Times of Activity

Description of how this activity may violate the City Code:

DJ in the Beaumont Hotel Courtyard

Per Section ~~10-2-4~~ ¹⁰⁻⁶ of the Ouray City Code, City Council or its duly authorized representative may grant a Special Noise Permit specifying all appropriate terms, limits, and conditions in the following circumstances:

- a) Additional time is necessary for the permittee to alter or modify his activity or operation to comply with this section; or
- b) The activity, operation or noise source will be of a temporary duration, and cannot be done in a manner that would comply with this section; or

c) No other reasonable alternative is available to the permittee

Describe how one or more of the above circumstances applies to the proposed activity:

This wedding couple need to know sooner than later so they can plan their reception activities. They planned their wedding reception w/ us because they love the courtyard they want a DJ so this would put us against the noise ordinance. They would like to extend their time so they can celebrate

If necessary, describe other details relevant to the proposed activity and noise:

Applicant/Permittee Signature: E. J. Jensen
Date Signed: 5/8/24

*****For City Use Only*****

Receipt of Complete Application:

City Staff Member

Date

PERMIT

The City issues a Special Noise Permit to _____ for the activities as described in the accompanying Application and subject to the following conditions:

- 1. The Applicant/Permittee agrees:
 - a. To defend, indemnify and hold harmless the City of Ouray, its officers, agents and employees on account of any claim made or adjudged against the City of Ouray, its officers, agents and employees arising out of this Permit and to waive and release the City, its officers, agents and employees on account of any claim for damages to Applicants person, employees, contractors, or property involved in the exercise of rights and privileges by this Permit.
 - b. To only conduct activities as described in the Application.
 - c. To comply with all other City regulations and ordinances.
 - d. To cease activities immediately if the City of Ouray finds the permittee to be in violation of the terms and conditions of this Permit.
 - e. The following conditions also apply to this Permit:

Approved by the City of Ouray:

Approved by the Ouray City Council: _____
Date of Approval

Signature of City Staff

Date

By signing this Permit, the Applicant/Permittee agrees to comply with all the conditions on this permit and all other City regulations and ordinances and represents that all information in its Application is true and correct:

Signature of Applicant/Permittee

Date of Signature

CITY OF OURAY
Professional Service Agreement

THIS AGREEMENT is entered into effective this 3rd day of April 2023 by and between: The City of Ouray, a Colorado home rule municipal corporation (the City); and, Element Engineering, LLC, a Colorado limited liability company with its principal place of business located at 12687 West Cedar Dr., Ste 300, Lakewood, CO 80228, (the Engineer).

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

1. SCOPE OF ENGINEER SERVICES. The Engineer agrees to provide geothermal pipeline replacement design services in accordance with the Scope of Engineer Services attached and incorporated as Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, upon termination of this agreement by either party, or if the services are not completed, this agreement will expire on December 31, 2024 at which time the City and the Engineer 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 Engineer a sum not to exceed Ninety-Four Thousand Five Hundred and Sixty-Seven Dollars and Zero Cents (\$94,567.00) which includes topographical survey and locates, aerial crossing structural subcontractor design services, design and technical specifications for the project and bidding services.
4. PAYMENT FOR SERVICES. The Engineer shall submit a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the period, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation, therefore.
5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.
6. INDEPENDENT ENGINEER. The services to be performed by the Engineer 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 Engineer, or their successors or assigns. No agent or employee of the Engineer 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 Engineer. 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 Engineer. The Engineer 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 Engineer will pay all federal and state income tax on any moneys paid pursuant to this agreement.

7. INSURANCE. The Engineer 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 coverages 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 Engineer. The Engineer shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.
- a. The Engineer shall procure and maintain the minimum insurance coverages 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 Engineer 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 Two Million Dollars (\$2,000,000.00).
 - b. The Engineer 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 Engineer 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 Engineer upon demand, or the City may offset the cost of the premiums against any monies due to the Engineer.

- d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Engineer 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 Engineer 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 Engineer or any third party under the control or supervision of the Engineer, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Engineer or the Engineer's agents, representatives, subcontractors, or suppliers.
10. ASSIGNMENT. The Engineer shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
11. PAYMENTS BY CITY. All payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
12. LEGAL COMPLIANCE. The Engineer shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
13. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
14. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Engineer.
15. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
16. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term, or provision held to be invalid.

17. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
18. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
19. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
20. 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 Engineer have signed this agreement effective the day and year first written above.

CITY OF OURAY:

Ethan Funk, Mayor

Attest:

Melissa M. Drake, Clerk

ENGINEER:

Nicholaus P. Marcotte, PE

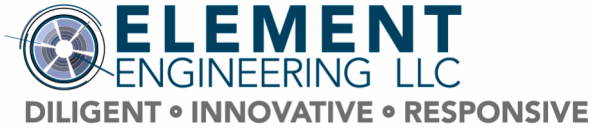


EXHIBIT A - May 20, 2024 PSA for Geothermal Pipeline Replacement Design

May 13, 202

Mr. Silas Clarke
City of Ouray
320 6th Avenue
Ouray, CO 81427

RE: Proposal for Professional Engineering Services
Box Canyon Geothermal Line Design

Dear Mr. Clark,

Element Engineering, LLC (Element) is pleased to provide this proposal for professional engineering services to the City of Ouray. This letter details our proposed scope of services, deliverables, schedule, and fee.

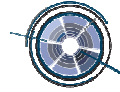
This letter is intended to be used as an exhibit to the city's standard Owner-Engineer agreement.

UNDERSTANDING

Element understands that the City of Ouray would like to complete design services for the remainder of the Box Canyon Geothermal Line. An exhibit of the extents of the proposed geothermal line is attached to this letter. Element will complete design documents including construction plans and technical specifications for the project. To complete these documents, Element will retain the services of a structural engineer to design the pipe stream crossing, and a surveyor to provide a topographical survey and utility locates for the project.

We understand that the existing geothermal line must remain in service, and the proposed will likely be designed adjacent to the existing. We understand that there is one aerial or bridge crossing of the geothermal line and have assumed that the existing bridge will not support the load of the new line, its casing, and its insulation. Therefore, a self-supporting structure will be designed to support the proposed main.

Upon receipt of survey and generation of existing conditions and a preliminary alignment, Element will meet with city staff to review the preliminary alignment prior to proceeding with final design plans. Element will then complete final design plans and technical specifications and review them with city staff to solicit comments and input.



SCOPE OF SERVICES

The following Scope of Services is proposed:

- Complete a topographic survey of the project area and locate utilities to determine existing conditions.
- Process the survey and generate a preliminary alignment. Review the preliminary alignment with city staff.
- Complete design documents for construction including technical specifications and construction plans. This includes the structural design of the stream crossing.
- Review pipe hydraulics to determine the necessary pipe sizing to achieve desired flowrate to city facilities.
- Bidding services can be provided and are broken out separately in this proposal. Bidding services (if desired by the city) will include:
 - Generation of contract documents including owner-contractor agreement, general provisions, and special provisions. Note this will be sent to the town attorney for review and approval.
 - Bid quantities and bid item descriptions.
 - Bid schedule and bid advertisement per state statute requirements.
 - Attend and chair pre-bid meeting.
 - Field contractor's request for information and generate addenda.
 - Conduct a virtual bid opening.
 - Complete a tabulation of bids and a recommendation for award.

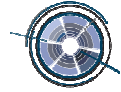
PROPOSED PROJECT FEE AND SCHEDULE

The estimated fee for the above referenced Scope of Services shall not exceed the following:

Topographical Survey and Locates:	\$ 23,227.00
Aerial Crossing Structural Subconsultant	\$ 4,500.00
Design, Technical Specifications:	\$ 54,740.00
Bidding Services (as desired):	\$ 12,100.00

EXCLUSIONS

This proposal excludes utility potholing, special inspections required by the building department, geotechnical, reinforcing steel, and concrete testing during construction. The project specifications will require this to be paid for by the contractor.



If utility potholing is necessary to determine the depth and location of existing utilities we will assist the town in obtaining utility potholing proposals.

We appreciate the opportunity to provide this proposal. If you have any questions, please contact me by phone at 303.378.2969 or by email at nmarcotte@elementengineering.net.

Sincerely,

ELEMENT ENGINEERING, LLC

Nicholaus P. Marcotte, P.E.
President

CITY OF OURAY
Professional Service Agreement

THIS AGREEMENT is entered into effective this 3rd day of April 2023 by and between: The City of Ouray, a Colorado home rule municipal corporation (the City); and, PST Engineering, LLC, a Colorado limited liability company with its principal place of business located at 2615 Main Ave, Ste 209, Durango, Colorado, 81301, (the Engineer).

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

1. SCOPE OF ENGINEER SERVICES. The Engineer agrees to provide parking study services in accordance with the Scope of Engineer Services attached and incorporated as Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, upon termination of this agreement by either party, or if the services are not completed, this agreement will expire on December 31, 2024 at which time the City and the Engineer 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 Engineer a sum not to exceed Forty-Eight Thousand Nine Hundred Ninety-Nine Dollar (\$48,990.00) which includes items one through seven on Exhibit A. Any language concerning the quoted sums on Exhibit A being estimates does not change this not to exceed figure.
4. PAYMENT FOR SERVICES. The Engineer shall submit a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the period, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation, therefore.
5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.
6. INDEPENDENT ENGINEER. The services to be performed by the Engineer 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 Engineer, or their successors or assigns. No agent or employee of the Engineer 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 Engineer. 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 Engineer. The Engineer 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 Engineer will pay all federal and state income tax on any moneys paid pursuant to this agreement.

7. INSURANCE. The Engineer 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 coverages 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 Engineer. The Engineer shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.
- a. The Engineer shall procure and maintain the minimum insurance coverages 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 Engineer 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 Five Hundred Thousand Dollars per occurrence.
 - b. The Engineer 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 Engineer 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 Engineer upon demand, or the City may offset the cost of the premiums against any monies due to the Engineer.

- d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Engineer 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 Engineer 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 Engineer or any third party under the control or supervision of the Engineer, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Engineer or the Engineer's agents, representatives, subcontractors, or suppliers.
10. ASSIGNMENT. The Engineer shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
11. PAYMENTS BY CITY. All payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
12. LEGAL COMPLIANCE. The Engineer shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
13. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
14. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Engineer.
15. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
16. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term, or provision held to be invalid.

17. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
18. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
19. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
20. 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 Engineer have signed this agreement effective the day and year first written above.

CITY OF OURAY:

Ethan Funk, Mayor

Attest:

Melissa M. Drake, Clerk

ENGINEER:

Stephen David Pavlick, PE

EXHIBIT A TO PSA DATED 5/20/24 Citywide Parking Study
 Ouray, CO
 May 9, 2024
 Estimate of Hours by Task



		Principal	Project Engineer	TOTAL FEES
		\$150	\$135	
Ouray Parking Study				
1	Coordination (Emails, Phone Calls, Oversight, Site Visits, etc)	20	4	\$ 3,540.00
2	Existing Parking Inventory Maps	4	16	\$ 2,760.00
3	Full Day of Counts (8am -8pm) (4 days)		48	\$ 6,480.00
4	Travel Time		16	\$ 2,160.00
5	Process Drone Footage and break down into Parking "Zones"	2	24	\$ 3,540.00
6	Investigate Parking configuration adjustments and create exhibits (assume 4 blocks total)	4	24	\$ 3,840.00
	Labor Total	30	132	\$ 22,320.00
7	Parking Study Preparation/Recommendations (Fehr & Peers - See attachment)			\$ 25,470.00
			Expenses	\$1,200
			Grand Total	\$ 48,990.00
	Notes and Assumptions:			
1	Individual line item estimates are only estimates, and final costs may be reallocated between lines.			

Fehr & Peers Scope and Fee Estimate

Task 1 – Project Management

Fee: \$1,480

Staff Hours: 8

This task will include general coordination to ensure progress on the project, submission of monthly invoices for work completed, and any project meetings schedule with Ouray staff and/or PST Engineering.

Task 2 – Data Analysis

Fee: \$5,740

Staff Hours: 32

Working with a reliable parking supply quantity provided by Ouray staff and utilization data collected by PST Engineering, we will develop average utilization by time of day on each block face in Ouray where public parking is available. If utilization data is collected on a series of recurring weekdays and weekend days, we will provide average utilization by time of day by day of the week to further refine our findings.

The results of Task 2 will be summarized in an Excel spreadsheet and a series of figures that visualize parking utilization by block face.

Task 3 – On-Site Observations

Fee: \$9,350

Staff Hours: 32

Fehr & Peers will travel to Ouray for on-site observations during one day of scheduled data collection. The aim of being on-site for observations is to better understand how residents, employees, and visitors are using existing parking in Ouray and to familiarize ourselves with challenges and potential opportunities in addressing parking challenges in Ouray. We plan on spending one night and one full afternoon in Ouray.

Task 4 – Summarize Findings and Develop Management Recommendations

Fee: \$8,900

Staff Hours: 48

Using outcomes from Task 2 and our observations from Task 3, we will develop a summary report of utilization that identifies shortcomings in existing parking supply and/or management, as well as opportunities to address those challenges through management strategies or other changes. This report will be developed as either a slide deck or written report, and we will respond to one round of consolidated comments before submitting a final report.

Total Fee: \$25,470

Total Staff Hours: 120

CITY OF OURAY
Professional Service Agreement

THIS AGREEMENT is entered into effective this May 20, 2024, by and between: The City of Ouray, a Colorado home rule municipal corporation (the City); and, PST Engineering, LLC, a Colorado limited liability company with its principal place of business located at 2615 Main Ave, Ste 209, Durango, Colorado, 81301, (the Engineer).

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

1. SCOPE OF ENGINEER SERVICES. The Engineer agrees to provide parking study services in accordance with the Scope of Engineer Services attached and incorporated as Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, upon termination of this agreement by either party, or if the services are not completed, this agreement will expire on December 31, 2024 at which time the City and the Engineer 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 Engineer a sum not to exceed Thirty-Four Thousand Five Hundred Fifty-Five Dollars (\$34,555.00) which includes items one through twenty on Exhibit A. Any language concerning the quoted sums on Exhibit A being estimates does not change this not to exceed figure.
4. PAYMENT FOR SERVICES. The Engineer shall submit a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the period, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation, therefore.
5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.
6. INDEPENDENT ENGINEER. The services to be performed by the Engineer 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 Engineer, or their successors or assigns. No agent or employee of the Engineer 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 Engineer. 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 Engineer. The Engineer 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 Engineer will pay all federal and state income tax on any moneys paid pursuant to this agreement.

7. INSURANCE. The Engineer 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 coverages 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 Engineer. The Engineer shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.
- a. The Engineer shall procure and maintain the minimum insurance coverages 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 Engineer 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 Five Hundred Thousand Dollars per occurrence.
 - b. The Engineer 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 Engineer 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 Engineer upon demand, or the City may offset the cost of the premiums against any monies due to the Engineer.

- d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Engineer 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 Engineer 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 Engineer or any third party under the control or supervision of the Engineer, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Engineer or the Engineer's agents, representatives, subcontractors, or suppliers.
10. ASSIGNMENT. The Engineer shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
11. PAYMENTS BY CITY. All payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
12. LEGAL COMPLIANCE. The Engineer shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
13. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
14. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Engineer.
15. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
16. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term, or provision held to be invalid.

17. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
18. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
19. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
20. 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 Engineer have signed this agreement effective the day and year first written above.

CITY OF OURAY:

Ethan Funk, Mayor

Attest:

Melissa M. Drake, Clerk

ENGINEER:

Stephen David Pavlick, PE



	Project Manager	Project Engineer	TOTAL FEES
	\$150	\$135	
Concept/Prelim Design (60% +/-)			
1 Coordination (emails, phone calls, meetings/site visits/etc)	8	6	\$ 2,010
2 Survey (by San Juan Surveying)			\$ 6,500
3 Set Up CAD Base Drawings (Survey Info provided by others)		5	\$ 675
4 Work with City to accurately show existing utilities		3	\$ 405
5 Paved Parking Lot Concept Layouts (up to 3 alternatives max)	4	16	\$ 2,760
6 Refine City Preferred Alternative/Analyze Turn Movements	1	12	\$ 1,770
7			
Concept Grading and Drainage Plan (gravel, minimal changes to existing grades)		8	\$ 1,080
8 Concept/Prelim Grading and Drainage Plan with grading points (paved)		24	\$ 3,240
9 Drainage Calculations/Summary (paved condition)		12	\$ 1,620
10 Size and Layout Storm Drainage Network (Draft Storm Drain P-pros)		8	\$ 1,080
11 Ensure inlets/storm drains work/can be easily adjusted for paved condition		4	\$ 540
12 QA/QC & Project Oversight	8	4	\$ 1,740
	Total	21	102
			\$ 23,420
Storm Drainage/Gravel Grading Plan for Construction (100%)			
13 Coordination (emails, phone calls, meetings/site visits/etc)	4	3	\$ 1,005
14 Site/Grading and Drainage Plan with points for construction (minor grade adjustments to gravel lot)		8	\$ 1,080
15			
Storm Drain plan and profiles (existing gravel parking lot, assume 2 sheets max)		8	\$ 1,080
16 Details & Typical Sections		8	\$ 1,080
17 Cover Sheet and construction notes		4	\$ 540
18 Quantities/Bid Tab/Opinion of Probable Construction Cost	2	10	\$ 1,650
19 Construction Specifications	4	16	\$ 2,760
20 QA/QC & Project Oversight	8	4	\$ 1,740
	Subtotal	18	61
			\$ 10,935
	Labor Total	39	163
			\$ 34,355
	Expenses (Mileage)		\$200
	Engineering Total		\$34,555

Notes/Assumptions:

- Line item estimates are only an estimate, and final costs may be reallocated between lines.
- Items not listed specifically herein are excluded from this scope.
- Specific items excluded from this scope: Permitting/Entitlement, geotechnical engineering, electrical design, lighting design, landscape design, structural engineering, easement negotiations, environmental studies/permitting, and application fees.
- Parking lot analysis does not currently include ADA compliance review or design.

Future Agenda Items/Work Sessions

- Land Use Code Affordable Housing Density Bonus
- 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
- Via Ferrata Agreement (Expires April 30, 2025)