

**AGENDA  
OURAY CITY COUNCIL**

**Monday, August 19, 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](http://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. CEREMONIAL/INFORMATIONAL
  - a. Update on Flood Event Damage - Glenn Boyd, Ouray County Emergency Manager
  - b. EcoAction Partners Greenhouse Gas Inventory Update - Kendra Held
5. APPROVAL OF MINUTES - July 15th and August 5th Regular Meetings
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
8. 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
9. CONSENT AGENDA - Liquor License Renewal - Thai Chili Ouray
10. ACTION ITEMS
  - a. Ratification of Declaration No. 2, Series 2024 - Local Disaster Emergency Due to Flood Event
  - b. Ratification of Declaration No. 3, Series 2024 - Rescinding Stage I Fire Restrictions
  - c. Temporary Liquor Permit Application - The Gray LLC
  - d. Acting City Administrator Agreement
  - e. Agreement Between the City of Ouray and Twin Peaks, Wiesbaden, and TMC for the Creation of a Testing and Monitoring Plan Between OX2 and OX6 Wells for a Future Heat Exchanger for the Hot Springs Pool
  - f. SMPA Easement on 5th Street Right-of-Way for Parcel 451531102011 (Lindsey)
  - g. Agreement Between the City of Ouray and Archetype Signmakers, Inc. for Wayfinding Project Phase 1

- h. Consideration of Colorado Association of Ski Towns' (CAST's) 2024 Colorado Legislative Position Statement on Housing
- 11. DISCUSSION ITEMS
  - a. City Administrator Task List Prioritization
  - b. Future Agenda Items
- 12. ADJOURNMENT



## Ouray City Council Regular Meeting

Monday, July 15, 2024 6:00 PM  
Ouray Community Center, 320 6th Ave, Ouray, CO 81427

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

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

### 1. CALL TO ORDER

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

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited.*

### 4. PUBLIC HEARING

**Planned Unit Development (PUD) Application from Home Trust of Ouray County for Ouray Riverwalk Affordable Rentals at 1507 North Oak Street, Ouray, Colorado 81427, Parcel #: 451530319002, Legal Description: City of Ouray; S: 25; T: 44N; R: 8W**

*Mayor Pro Tem Smith disclosed that he is on the board of the Home Trust of Ouray County. Dan Murphy from SEH presented the PUD application. Councilor Lindsey asked Home Trust of Ouray County Director Andrea Sokolowski how the units would be managed if sold to local employers. Ms. Sokolowski said they are not planning to sell six units at this time, merely that it's an option for the future. However, there would be a ground lease that would be retained by the Home Trust to control the use. Councilor Lindsey also asked if the property would remain as 3 lots or be combined into one lot. Mr. Clarke said that it would be combined, but couldn't be yet because of funding stipulations. Mayor Funk noted that a ground lease was not included in the packet for approval. Mr. Murphy said the approval could be contingent on a ground lease document presented at a later time. Mayor Funk asked how the City can guarantee that the units remain affordable after development. Ms. Sokolowski said that they would need to adhere to different grants' requirements in rental rates, and that they exist to provide affordable housing. Mayor Funk expressed concern that there wouldn't be a legal mechanism to mandate compliance to safeguard that housing as affordable. Councilor Lindsey asked why the Home Trust would sell any of the units. Ms. Sokolowski responded that doing so would increase their equity to keep the project moving forward. Councilor Lindsey also asked if the Home Trust would be managing the rentals. Ms. Sokolowski said they would hire a property management company until they acquired enough units to make bringing the role in-house make sense, but they were not there yet. Mayor Funk opened the floor for the public hearing. Alan Hall is in favor of this project, but was concerned about what potential buyers would understand about a ground lease several years down the road. Conde Sluga felt a park should be added,*

and asked what happens if an employer buys and then is no longer interested in them later. Ashley Hine line asked what happens if the planned funding doesn't come through, if there was a plan B, or if the project would just stop mid-construction. Lou Hart asked how many parking spaces there were, and why we would waive the park use. Mayor Pro Tem Smith said a project of this size requires 17 parking spaces provided, and they have provided 18, but the request is due to a few of their dimensions not being standard to the code. Mayor Funk closed the public hearing.

#### **5. APPROVAL OF MINUTES - Meetings on June 3, June 17, and July 1, 2024**

Motion to approve the minutes for June 3rd and July 1st. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

Motion to approve June 17th minutes. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

#### **6. CITIZENS' COMMUNICATION**

Mayor Funk opened the floor for public comment. Alan Hall asked why the pool parking lot was not in the Parks and Trails Strategic plan to be paved. Council said they want to finalize plans for the new bath house before paving. Paula Damke announced that Swiss Village formed a Co-op with the intent of purchasing the land in partnership with Resident Owned Communities (ROC). Sue Williamson asked who the CBI Agent assigned to the rape case was. Mayor Funk said that is a question for the District Attorney's office, since the City has purposely not been involved in the investigation. Ms. Williamson also asked Mayor Funk about things relating to Ouray County Support and Advocacy Project (OCSAP), but Mayor Funk said he wouldn't answer questions relating to OCSAP as he wasn't at the meeting representing that group. Mayor Funk closed the floor.

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

Councilor Gulde - Upcoming meeting dates: July 16th - TAC meeting, July 17th - OIPI Board, August 7th - IPAT meeting.

Councilor Lindsey - nothing to report

Councilor Underwood - PARC met on July 8th, Mr. Clarke provided staff report for Sean Hart, the Parks Activities Coordinator, who couldn't attend the meeting. On August 9th, there will be a kickball game, then a barbecue. The next meeting is August 6th. OEDC met on July 11th without a quorum. The micro-grant recipient soiree is scheduled for September 18th, location TBD. The next Roundtable meeting will be on October 3rd at the Wright Opera House, and the topic will be grant writing. Discussed economic development plan. Discussed consolidating goals with Main Street Committee and TAC. Frank Robertson from the Ice Park presented to OEDC about the Ice Park's 10-year plan.

Mayor Pro Tem Smith - Main Streets meeting on July 10th, focused on creating the Main Streets strategic plan.

Mayor Funk - nothing to report

#### **8. DEPARTMENT REPORTS**

##### **a. City Administrator**

Mr. Clarke said 5 different companies attended the pre-bid meeting for the Wayfinding signage RFP. Geothermal pipeline renewal engineering work has started, and work is continuing on the recirculation system between OX2 and OX6. Flumes engineering progress is being made. The new Administrative Assistant started work today, allowing the new HR Manager to focus more on training with the outgoing

*HR Manager, who will stay on for another 6-8 weeks to train and get the City through the summer season.*

b. Director of Finance and Administration

*Ms. Drake presented the financial reports.*

c. Community Development Director

*Ms. Clothier gave an overview of her report.*

d. Information Technology Director

*Report in packet*

## 9. ACTION ITEMS

a. Planned Unit Development (PUD) Application from Home Trust of Ouray County for Ouray Riverwalk Affordable Rentals at 1507 North Oak Street, Ouray, Colorado 81427, Parcel #: 451530319002, Legal Description: City of Ouray; S: 25; T: 44N; R: 8W

*Ms. Sokolowski and Thomas Umbhau, the architect, presented the PUD application. Councilor Lindsey asked how long the lot had to remain as 3 lots that it was when it was purchased. Ms. Sokolowski said when the DOLA loan to purchase the land in 4 years, the lots can be combined.*

Motion to approve the PUD from the Home Trust of Ouray County for Ouray Riverwalk Affordable Rentals to include the 6 recommended conditions from staff report, modifying condition 2: "prior to plat recording, council shall approve the 99 year ground lease as part of the development agreement". Add 7th condition: This PUD is conditional on approval regarding AMI limitation and length of time, and to adopt 5 findings of fact. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried. Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

b. Resolution 11, Series 2024, Adopting a First Amended Ouray Waterview Homes Affordable Housing Regulations and Guidelines

*Paul Major updated the council on the Waterview Homes development and lottery process, and stated the next three resolutions are amendments to the original agreement made with the City.*

Motion to approve Resolution 11, Series 2024. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

c. Resolution 12, Series 2024, Appointing the Ouray Waterview Development PUD, Phase 1, Administrator, Delegating Certain Duties to the Administrator, and Approving Exhibit A (Exception Agreement Template)

Motion to approve Resolution 12, Series 2024. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

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

d. Resolution 13, Series 2024 - Approval of SMPA Agreement for Waterview PUD Solar Improvements for Each Unit

Motion to approve Resolution 13, series 2024. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

e. IGA with Ouray County Sheriff's Office for Law Enforcement Services

Motion to approve IGA with Ouray County Sheriff's Office. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

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

f. Approval of Ouray Parks and Trails Master Plan Strategic Plan

Motion to approve the Parks and Trails Master Plan Strategic plan, changing all references to "City Manager" to "City Administrator". This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

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

g. Approval of Ouray Housing Needs Analysis and Strategy: Addendum - July 2024

Motion to approve Ouray Housing Needs Analysis and Strategy Addendum July 2024. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

h. Acceptance of Letter of Resignation from City Administrator Silas Clarke

Motion to accept the letter of resignation from Silas Clarke. This motion, made by Josh Smith and seconded by Michael Underwood, Carried.

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

i. Agreement with KRW Associates for Recruitment Services for the City Administrator Position

Motion to approve the KRW Associates for recruitment services for the City Administrator position. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

**10. DISCUSSION ITEMS - Future Agenda Items**

*Stage Location and Banner Stand Work Session: Monday July 22nd at 11:00 am*

*Police Management Audit Review Work Session: July 31st at 2:00 pm.*

**11. ADJOURNMENT**

Motion to adjourn at 8:53 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

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Ethan Funk, Mayor

ATTEST:

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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, July 15, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, July 15, 2024.

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Melissa M. Drake, City Clerk



## Ouray City Council Regular Meeting

Monday, August 5, 2024 6:00 PM  
Ouray Community Center, 320 6th Ave, Ouray, CO 81427

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

Also present were: City Administrator Silas Clarke, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Parks and Recreation Director Joe Brown, Senior Police Officer Justin Crandall, Community Development Director Kristen Clothier, Tourism and Destination Marketing Director Kailey Rhoten, IT Director Rich Willis, and City Attorney Carol Viner (via Zoom).

### 1. CALL TO ORDER

*Mayor Pro Tem Smith called the meeting to order at 6:00 pm.*

### 2. ROLL CALL

### 4. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited.*

### 5. APPROVAL OF MINUTES - July 15 and 22, 2024 Special Meetings

Motion to approve minutes from July 15th and 22nd Special Meetings. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea

### 6. CITIZENS' COMMUNICATION

*Mayor Pro Tem Smith opened the floor for public comment. Paul Smith said he had previously brought the persistent speeding problem on side streets to the Council's attention, and asked if more places in town could have speed bumps like on Oak St, and/or more speed limit signs and stop signs. Joyce Cohen asked the council to pass an ordinance to prohibit retail pet store sales of animals to stop the demand for puppy mills to exist. Dave Doherty felt the Police Department audit was very generic and felt that some of the recommendations were not appropriate or necessary for a town like Ouray, such as bulletproof glass on the windows. He also expressed his dismay at the situation from the redacted police report involving the juvenile, and was sad to see that one of the officers involved was elevated to Interim Chief. Jen Donovan asked if City Councilors had read the redacted report, and felt that it would be appropriate to reprimand and/or require mandatory training of the officers involved because the behavior described was inexcusable. Councilor Gulde stated that the Council met to discuss the police audit last week, and it was a public meeting that anyone could have attended, and encouraged the public to attend future meetings to be aware of things going on that the newspaper won't always publish. Paul Smith felt that meetings of that caliber should warrant extra notice above and beyond what is legally required. Roland Halpern urged the City to pass an ordinance banning retail pet stores selling animals. Mayor Pro Tem Smith closed the floor.*

Michael Underwood: Present

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

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

Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea

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

*Councilor Lindsey - Beautification committee has been getting together twice a week to clean up the River Trail, and will hold their next meeting on Wednesday, August 7th.*

*Councilor Gulde - the July TAC meeting was canceled. The next meeting will be August 20th. Attended Friends of the Ouray Hot Springs meeting. Mr. Clarke also attended and updated the group on the heat exchange system development, and answered questions. Attended IPAT Sustainability group meeting on July 31st to prepare for the IPAT meeting on August 7th.*

*Councilor Underwood - nothing to report*

*Mayor Pro Tem Smith - attended Stage Placement and Police audit work sessions. The OurWay shuttle has a new driver with a more consistent, reliable record since there were concerns about the former driver, and a stop was added at the Target parking lot to allow for a Park 'n Ride scenario in Montrose.*

**8. DEPARTMENT REPORTS**

a. City Administrator

*Mr. Clarke reported he has a first draft for the City Administrator job posting available. Geothermal settlement addendum will be on the council agenda soon. Mr. Clarke welcomed Ms. Rhoten back from her leave, and welcomed Joe Brown, the new Parks and Recreation Director. Beginning to work through the 2025 budget process with each department, and creating and reviewing a transition plan with the Mayor.*

b. Acting Police Chief

*Report in packet. Councilor Lindsey asked when National Night Out is being held. Officer Crandall said it is being held tomorrow, August 6th at the Fairgrounds.*

c. Fire Chief

*Report in packet.*

d. Public Works Director

*Mr. Coleman gave an overview of his report.*

**9. ACTION ITEMS**

a. Temporary Liquor Permit - Ouray Liquor License Transfer

Motion to approve the Temporary Liquor License for Ouray Liquors. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

b. Ratification of Acting Mayor's Signature on Declaration 1, Series 2024 Declaring Stage 1 Fire Restrictions in the City of Ouray

Motion to approve the Acting Mayor's Signature on Declaration 1, Series 2024. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

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

c. Ratification of City Administrator Signature for Ouray School District R-1 Vehicle Use Agreement

Motion to approve the Vehicle Use Agreement between the Ouray School District and the City of Ouray. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

**10. DISCUSSION ITEM - Future Agenda Items**

*Joint Work Session Main Streets Committee - Sept 16th*

**11. ADJOURNMENT**

Motion to adjourn at 6:47 pm. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

\_\_\_\_\_  
Ethan Funk, Mayor

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, August 5, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, August 5, 2024.

\_\_\_\_\_  
Melissa M. Drake, City Clerk

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



970.325.7211  
Fax 970.325.7212  
www.cityofouray.com

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## 2025 BUDGET CALENDAR

08/15/24	11am-12pm	Administrator/Finance/PW Director	2025 Projections
08/15/24	3pm-4pm	Administrator/Finance/IT Director	2025 Projections
08/15/24	4pm-5pm	Administrator/Finance/Fire Chief	2025 Projections
08/16/24		Leadership Team	2024 YE Estimates Due
08/16/24	10am-noon	Administrator/Finance/Tourism-Mktg	2025 Projections
08/16/24	1pm-3pm	Administrator/Finance/Parks & Rec Dir.	2025 Projections
08/16/24	4pm-5pm	Administrator/Finance/Police Chief	2025 Projections
08/19/24	10am-2:30pm	Leadership Team	2025 Capital Budget
08/30/24		Deadline for Committees and Outside Orgs to make 2025 Budget Requests	
09/23/24	9am-5pm	Council and Leadership Team Budget Work Session	
09/24/24	9am-5pm	Council and Leadership Team Budget Work Session	
10/15/24		State Deadline to Submit 2025 Budget to Council	
10/29/24		Submit 2025 Budget Public Hearing Notice to newspaper	
11/04/24	6pm	Ordinance Setting 2025 Utility Rates – 1 <sup>st</sup> Reading	
11/18/24	6pm	Public Hearing on 2025 Budget	
11/18/24	6pm	Ordinance Setting 2025 Utility Rates – 2 <sup>nd</sup> Reading	
12/02/24	6pm	Council Adopts 2025 Budget, Appropriation, and Mill Levy Resolutions	
12/15/24		State Deadline for Certification of Mill Levy to County Commissioners	
12/31/24		State Deadline for Council to Adopt Budget	
01/31/25		State Deadline to file budget with DOLA	

# Year to Date Sales Tax Comparison

Percentage Change  
from 2023

June 2023 Activity	\$ 369,005.10	
June 2024 Activity	\$ 374,839.56	<b>1.58%</b>
Jan-Jun 2023 Activity	\$ 1,155,909.52	
Jan-Jun 2024 Activity	\$ 1,164,657.04	<b>0.76%</b>

**Ouray Lodging Occ. Tax Collection Summary**

<b>ROOMS</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>24 vs 23</b>
<b>Month</b>											
<b>January</b>	5712	5826	5113	5782	6196	6245	5936	7718	7609	6942	-8.77%
<b>February</b>	4816	5226	4509	5085	5593	4641	7189	7776	5906	6328	7.15%
<b>March</b>	3394	3638	3499	4763	4152	1952	6993	6782	7341	5953	-18.91%
<b>April</b>	2236	2660	2411	3080	2857	32	4941	4172	3836	4038	5.27%
<b>May</b>	5047	5850	5939	7396	7894	3111	11093	10002	9560	8439	-11.73%
<b>June</b>	12015	13521	14494	14578	15026	12736	17520	16180	17231	15390	-10.68%
<b>July</b>	19171	19960	20248	19802	19482	20444	20509	16551	19482		
<b>August</b>	16477	16949	17344	17613	18629	16919	20798	17825	18657		
<b>September</b>	15478	16149	16526	17743	18498	17564	13517	18930	18234		
<b>October</b>	7937	7691	7762	7462	9407	12877	12038	12080	12388		
<b>November</b>	2141	2113	2674	2856	3237	3864	3199	3196	3691		
<b>December</b>	3656	3382	4226	5038	4268	5153	5237	3998	4468		
<b>Total Rooms</b>	98080	102965	104745	111198	115239	105538	128970	125210	128403		-12.83%

<b>DOLLARS</b>											
<b>January</b>	\$15,867	\$15,819	\$13,795	\$16,294	\$22,444	\$25,204	\$27,107	\$29,038	\$36,828	\$33,896	-7.96%
<b>February</b>	\$12,468	\$13,908	\$12,648	\$14,021	\$19,580	\$18,464	\$28,191	\$36,284	\$30,377	\$31,294	3.02%
<b>March</b>	\$9,240	\$9,505	\$9,529	\$12,884	\$14,526	\$6,834	\$27,858	\$30,334	\$30,554	\$27,551	-9.83%
<b>April</b>	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312	\$107	\$18,324	\$18,466	\$17,063	\$16,861	-1.19%
<b>May</b>	\$13,876	\$15,372	\$15,734	\$19,031	\$22,068	\$7,922	\$41,033	\$43,131	\$39,992	\$45,299	13.27%
<b>June</b>	\$31,431	\$34,498	\$36,654	\$36,236	\$62,392	\$51,634	\$100,852	\$98,839	\$107,693	\$102,681	-4.65%
<b>July</b>	\$47,884	\$49,767	\$50,344	\$49,371	\$110,244	\$114,230	\$138,864	\$131,139	\$142,596		
<b>August</b>	\$41,643	\$41,801	\$42,090	\$43,236	\$90,952	\$92,809	\$127,157	\$122,778	\$127,552		
<b>September</b>	\$40,336	\$41,704	\$41,965	\$44,480	\$79,505	\$93,050	\$98,575	\$119,099	\$123,174		
<b>October</b>	\$21,385	\$20,717	\$20,355	\$19,711	\$37,511	\$60,690	\$54,480	\$74,824	\$74,823		
<b>November</b>	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367	\$15,399	\$14,134	\$14,566	\$15,480		
<b>December</b>	\$9,571	\$9,590	\$11,882	\$13,622	\$17,593	\$24,892	\$29,038	\$23,554	\$25,679		
<b>Total Dollars</b>	\$254,538	\$265,116	\$268,369	\$283,976	\$495,494	\$511,234	\$705,613	\$742,052	\$771,811		-3.18%

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	17656	6328	35.8%	357
March	17657	6782	38.4%	7	19519	7341	37.6%	341	18223	5953	32.7%	92
April	16620	4172	25.1%	31	18168	3836	21.1%	0	16389	4038	24.6%	47
May	21206	10002	47.2%	57	21360	9560	44.8%	110	20894	8439	40.4%	212
June	20577	16180	78.6%	13	21111	17231	81.6%	122	19909	15390	77.3%	212
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	112135	47090	41.2%	1251

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	12,239	10,177	12,351	11,420							70,082
Bed and Breakfast	755	353	341	609	763	749							3,570
House, Townhouse, Condo (1)	3,286	3,451	3,070	3,030	3,192	3,300							19,329
RV Space, Unfurnished Cabin	2,573	2,407	2,573	2,573	4,588	4,440							19,154
<b>Total Rooms</b>	19,064	17,656	18,223	16,389	20,894	19,909	-	-	-	-	-	-	112,135
													Prior YTD 117,656

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,921	4,582	4,506	3,106	5,677	9,247							32,039
Bed and Breakfast	252	149	69	75	310	482							1,337
House, Townhouse, Condo (1)	1,041	1,043	775	254	852	1,880							5,845
RV Space, Unfurnished Cabin	728	554	603	603	1,600	3,781							7,869
<b>Total Rooms</b>	6,942	6,328	5,953	4,038	8,439	15,390	-	-	-	-	-	-	47,090
													Prior YTD 51,601

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 22,930.38	\$ 21,580.31	\$ 21,376.32	\$ 13,707.42	\$ 32,411.97	\$ 69,581.52							181,588
Bed and Breakfast	\$ 1,270.42	\$ 777.13	\$ 408.19	\$ 578.27	\$ 1,698.66	\$ 3,835.61							8,568
House, Townhouse, Condo (1)	\$ 8,629.94	\$ 8,135.58	\$ 4,772.01	\$ 1,765.22	\$ 7,452.18	\$ 19,664.38							50,419
RV Space, Unfurnished Cabin	\$ 1,065.09	\$ 800.57	\$ 994.32	\$ 810.22	\$ 3,736.65	\$ 9,599.10							17,006
<b>Total Dollars</b>	\$ 33,895.83	\$ 31,293.59	\$ 27,550.84	\$ 16,861.13	\$ 45,299.46	\$ 102,680.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 257,581.46
													Prior YTD 262,105.26

(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" column 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	\$ 7,558.36	13.2%	-2.8%
May	\$ 23,933.67	\$ 21,653.38	\$ 27,989.28	29.3%	3.2%
June	\$ 72,625.26	\$ 84,017.25	\$ 89,007.15	5.9%	4.3%
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			
<b>Grand Total</b>	<b>\$ 555,329.47</b>	<b>\$ 618,687.92</b>	<b>\$ 208,822.35</b>		

Revenue by Fund	2022	2023	YTD 2024	Cumulative
<b>Affordable/Attainable Housing</b>	\$ 277,664.74	\$ 309,343.96	\$ 104,411.17	\$ 691,419.87
<b>Water Capital Improvements</b>	\$ 138,832.37	\$ 154,671.98	\$ 52,205.59	\$ 345,709.93
<b>Sewer Capital Improvements</b>	\$ 138,832.37	\$ 154,671.98	\$ 52,205.59	\$ 345,709.93
<b>Cumulative Total Raised</b>				<b>\$ 1,382,839.74</b>

Affordable Housing Revenue and Expenses	2022	2023	YTD 2024	Cumulative
<b>Total Raised</b>	\$ 277,664.74	\$ 309,343.96	\$ 104,411.17	\$ 691,419.87
<b>Total Spent</b>	\$ (110,000.00)	\$ (67,849.69)	\$ (30,382.16)	\$ (208,231.85)
<b>Total Remaining</b>	\$ 167,664.74	\$ 241,494.27	\$ 74,029.01	\$ 483,188.02

<b>Average 2024 YTD Income Reported Per Property</b>	<b>\$ 17,960.34</b>
<b>Average 2024 YTD Excise Tax Paid Per Property</b>	<b>\$ 2,694.05</b>

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	11,201	5.65%
June	20,970	22,404	18,175	24,764	24,525	1,540	25,977	20,156	23,206	22,419	-3.39%
July	32,485	36,116	37,483	35,943	36,986	6,416	30,994	26,286	32,117	32,654	1.67%
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		
<b>TOTAL YEAR</b>	<b>155,902</b>	<b>137,018</b>	<b>127,980</b>	<b>173,496</b>	<b>164,827</b>	<b>71,929</b>	<b>151,395</b>	<b>137,531</b>	<b>152,553</b>	<b>94,022</b>	

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	\$ 275,871.30	32.42%
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	\$ 469,363.01	0.01%
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	\$ 660,284.72	2.16%
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	\$ -	
<b>TOTAL YEAR</b>	<b>\$ 1,400,582.09</b>	<b>\$ 1,238,443.59</b>	<b>\$ 1,544,555.95</b>	<b>\$ 2,070,414.67</b>	<b>\$ 2,049,787.72</b>	<b>\$ 926,429.14</b>	<b>\$ 2,076,684.92</b>	<b>\$ 2,250,266.42</b>	<b>\$ 2,966,129.26</b>	<b>\$ 1,897,411.07</b>	

**CITY OF OURAY BOX CAÑON FALLS VISITOR CENTER - VISITOR AND REVENUE TRENDS**

**VISITORS**

	2018	2019	2020	2021	2022	2023	2024	Incr./Decr. Visitors	23 vs. 22 %
MAY	6048	4065		8454	7619	6044	8269	2,225	36.81%
JUNE	11793	13729	9252	20138	17165	18154	21202	3,048	16.79%
JULY	17819	20914	21473	23929	20702	25595	27765	2,170	8.48%
AUGUST	11737	13872	17086	15821	14428	16211			
SEPTEMBER	8914	9903	14033	12245	13207	14331			
OCTOBER	3963	5721	10540	8022	9416	9727			
<b>TOTAL VISITORS</b>	<b>60,274</b>	<b>68,204</b>	<b>72,494</b>	<b>88,696</b>	<b>82,827</b>	<b>90,062</b>	<b>57,236</b>	<b>7,646</b>	

**REVENUES**

	2018		2019		2020		2021		2022		2023		2024		Incr./Decr.	23 vs. 22
	Adm.	Conc.	Adm.	Conc.	Adm.	Conc.	Adm.	Conc.	Adm.	Conc.	Adm.	Conc.	Adm.	Conc.	\$	%
MAY	\$ 25,699.50	\$ 2,682.41	\$ 21,118.11	\$ 2,427.75			\$ 37,554.63	\$ 4,489.23	\$ 33,477.00	\$ 4,754.40	\$ 37,736.00	\$ 3,803.27	\$ 51,247.50	\$ 5,375.13	\$ 15,083.36	36.31%
JUNE	\$ 50,013.95	\$ 5,058.44	\$ 62,137.51	\$ 6,338.97	\$ 41,263.44	\$ 2,884.13	\$ 86,023.51	\$ 11,273.73	\$ 72,989.00	\$ 8,865.86	\$ 111,214.00	\$ 13,288.56	\$ 130,034.00	\$ 12,849.07	\$ 18,380.51	14.76%
JULY	\$ 75,561.60	\$ 7,576.29	\$ 89,005.01	\$ 8,540.88	\$ 92,936.75	\$ 5,933.87	\$ 102,023.52	\$ 12,507.75	\$ 87,714.00	\$ 10,907.87	\$ 157,280.91	\$ 16,153.30	\$ 169,685.00	\$ 10,291.93	\$ 6,542.72	3.77%
AUGUST	\$ 50,370.69	\$ 5,159.73	\$ 59,804.50	\$ 5,944.70	\$ 75,438.78	\$ 5,170.58	\$ 68,804.43	\$ 8,937.53	\$ 61,701.00	\$ 8,385.38	\$ 100,420.32	\$ 11,353.36				
SEPTEMBER	\$ 39,016.59	\$ 3,853.74	\$ 43,140.50	\$ 4,469.76	\$ 62,818.85	\$ 4,760.34	\$ 54,165.46	\$ 7,832.49	\$ 56,163.00	\$ 7,721.29	\$ 89,131.98	\$ 9,911.90				
OCTOBER	\$ 17,605.00	\$ 2,358.41	\$ 24,735.00	\$ 2,398.45	\$ 46,641.76	\$ 3,253.98	\$ 35,177.89	\$ 4,531.50	\$ 41,064.00	\$ 5,773.08	\$ 60,297.50	\$ 5,516.12				
<b>TOTAL \$</b>	<b>\$ 258,267.33</b>	<b>\$ 26,689.02</b>	<b>\$ 299,940.63</b>	<b>\$ 30,120.51</b>	<b>\$ 319,099.58</b>	<b>\$ 22,002.90</b>	<b>\$ 384,124.45</b>	<b>\$ 49,614.46</b>	<b>\$ 354,402.00</b>	<b>\$ 46,439.77</b>	<b>\$ 556,080.71</b>	<b>\$ 60,026.51</b>	<b>\$ 350,966.50</b>	<b>\$ 28,516.13</b>	<b>\$ 40,915.24</b>	

Admission rate increased by \$1.00 in 2018

opened May 12, 2023  
Admission rate increased by \$2.00 in 2023

# 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	\$ 2,281.10	\$ 88.00	\$ 126.25	\$ 659.22	36%
June			\$ 1,627.77	\$ 690.75	\$ 202.00	\$ 3,035.75	\$ 498.00	\$ 325.25	\$ 1,338.48	53%
July	\$ 910.80	\$ 215.00	\$ 2,517.75	\$ 664.60	\$ 782.75	\$ 3,395.09	\$ 251.00	\$ 252.50	\$ (66.51)	-2%
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	\$ -	\$ -					
<b>TOTAL \$</b>	<b>\$ 6,286.42</b>	<b>\$ 2,051.80</b>	<b>\$ 13,611.17</b>	<b>\$ 3,751.75</b>	<b>\$ 1,843.25</b>	<b>\$ 10,921.67</b>	<b>\$ 1,034.00</b>	<b>\$ 704.00</b>	<b>\$ 2,964.00</b>	
		\$ 8,338.22			\$ 19,206.17			\$ 12,659.67		

percent of sales earning profit

75%

71%

86%



COMMUNITY DEVELOPMENT DEPARTMENT REPORT  
Ouray City Council Meeting – August 19, 2024

Prepared by:  
Kristen Clothier  
Community Development Director

### GRANTS

- DOLA notified the City of Ouray that the grant proposal to support public property infrastructure improvements associated with Phase 1 of the Waterview Homes affordable housing project has been fully funded in the amount of \$584,142 through the EIAF More Housing Now grant program. The grant will fund: the establishment of landscaped vegetated buffers between the Waterview project site and a) the River Walk Trail and b) Highway 550; the creation of two pocket parks along the River Walk Trail contiguous to the Waterview project site; a sidewalk spanning Phase 1; irrigation systems; and piping of the drainage ditch which spans the property boundary. (*see below for details*)
- The Community Development Director will be applying for additional grants in the next few months in support of priority initiatives identified in the City of Ouray Strategic Plan.

### AFFORDABLE & ATTAINABLE HOUSING FOR OURAY'S WORKFORCE

- The Community Development Director met with a representative from Colorado West Land Trust (CWLT) to walk the portion of the CWLT conservation easement along the River Walk Trail contiguous to the Waterview project site, to discuss the new pocket park trail connections, landscaping, fencing, trailhead access, and other project elements that will need to be coordinated in partnership with CWLT in cases of conservation easement overlap.
- Waterview nonprofit developer Rural Homes submitted a draft landscape plan that City staff are currently reviewing and providing input to. The City Administrator and Directors of Community Development, Public Works, and Parks & Recreation met with representatives from Rural Homes at the Waterview project site to discuss grant-funded project elements including plans for the two pocket parks, landscaping, irrigation, drainage ditch piping, trailhead parking, etc.
- Rural Homes is amenable to dedicating additional land to the City of Ouray to expand the pocket park sited nearest to what will become a City-owned trailhead parking area at the termination of Uncompahgre Road, to allow for access to the pocket park by landscape maintenance equipment and to provide an expanded publically-accessible park area with less slope to create a more welcoming stopping point along the River Walk Trail.
- Phase 1 of Waterview is nearing completion. All the modular units have been set on their foundations and the roofs, porches, etc., are being constructed. The Community Development Director and Interim Building Inspector have been engaging often with Rural Homes staff and their team of contractors at each step of the process, including frequent on-site inspections and regular status check-ins.
- On August 6<sup>th</sup>, members of Ouray's City Council, Planning Commission, and staff toured Waterview, met the construction team, and enjoyed a barbeque hosted by the project's general contractor, Stryker, and Rural Homes.
- At this point in time, twelve of the units are under contract and nine are available for sale on a first-come/first-serve basis. Currently, 4-5 people are in the mortgage pre-qualification process for purchase of one of the available homes.
- The Community Development Director has been invited to serve on the Rural Homes Early Childhood Initiative Provider Review Committee as a member of the team that will review applications/business plans and interview potential providers to fill the two home-based childcare units. The interviews will take place the last week in August.

### ECONOMIC DEVELOPMENT & BUSINESS SUSTAINABILITY

- The Ouray Economic Development Committee (OEDC) met on August 8th.
- The OEDC Grant Recipient/Donor Soiree will take place on September 18<sup>th</sup> from 5 p.m.-7 p.m. Citizens Bank has generously offered to host this celebratory gathering on their rooftop. Invitations will go out this week.
- The next OEDC Business Roundtable on Grantwriting/Resources will take place on October 3<sup>rd</sup> from 6:30 p.m.-8 p.m.

- The OEDC will be working to develop a comprehensive economic development plan for the City of Ouray this fall/winter, with the first step being the development of a community survey. The plan will identify and prioritize strategies that will sustain our economy, preserve our unique community character, support local businesses and nonprofits, address identified needs, and allow our community to thrive year-round.
- OEDC is exploring opportunities to partner with other committees and community entities to foster collaboration.
- The OEDC is seeking two new Committee members to ensure that all facets of the City's economy are reflected in Committee composition. The OEDC would like to identify new Committee members representing: the construction/building trades sector and the lodging/hospitality sector.
- The Community Development Director provided input to the development of the Ouray Ice Park 10-Year Plan Survey and attended the quarterly Ice Park Advisory Team meeting on August 7<sup>th</sup>. OEDC Member and OIPI Board Member Frank Robertson shared an update on the Ouray Ice Park 10-Year Plan planning process/timeline at the OEDC meeting.

## LICENSING & PERMITTING

Between 7/14/24-8/16/24, the Community Development Department issued the following licenses/permits:

- 1 Site Development Permit & Building Permit – Single Family Dwelling and Attached Accessory Dwelling Unit
- 1 Site Development Permit & Building Permit – Detached Accessory Dwelling Unit
- 2 Building Permits – Improvements/Additions to Existing Structures
- 1 RV Workforce Housing Permit
- 1 Sidewalk Construction Permit
- 1 Temporary Sidewalk Encroachment Permit – Chairs/Tables (No Food/Alcohol Service)
- 1 Mounted Sign Permit – Main Street Business

Incomplete application submittals were also received for one Single Family Dwelling and one Accessory Dwelling Unit. It is anticipated that these projects will be reviewed in late-August/September in addition to any new application submittals.

## COMMUNITY DEVELOPMENT DEPARTMENT STAFFING

- Dan Reardon continues to serve as Interim Building Inspector for the City of Ouray on a part-time basis (Mondays, Wednesdays, and most Fridays).
- The full-time Building Inspector position is currently posted (open until filled) and applications are being accepted/reviewed as they are received.

## LAND USE CODE & CODE ENFORCEMENT

- The Community Development Director provided detailed responses to more than twenty inquiries pertaining to land use code, zoning, permitting, or short-term rentals in recent weeks by phone, email, and in person.
- The Community Development Director is also currently the primary staff member covering Code Enforcement, with support from the Interim Building Inspector as time allows. Recent code enforcement issues have pertained to excavation, short-term rentals, noise ordinance, parking, refuse collection, and hot tub permitting.
- The Community Development Director developed recommendations for land use code clarifications/revisions and potential updates aligned with the priorities identified in the 2021 Ouray Community Plan and 2023 Ouray Strategic Plan, for review and consideration by City Council and the Planning Commission during a Work Session that will take place on August 19<sup>th</sup>.

## INTERDEPARTMENTAL COLLABORATION

- The Directors of Community Development, Tourism and Marketing, and Parks and Recreation met to share updates, exchange ideas, and discuss opportunities for potential collaboration.
- The Community Development and Finance and Administration Departments continue to meet monthly to identify and implement streamlined processes and to explore ways to increase efficiencies between departments, including through the potential implementation of new technology resources that will be utilized by both departments.

## July - August 2024 IT Highlights

- The CrowdStrike problem in the news affected computers within the City of Ouray. By 8AM the same morning of the issue all computers were back online. Efforts started at 5:30AM that morning to fix the problems. Systems started seeing the update locking problem around 10PM the prior day.
- New punch clocks were installed for a Human Resources software system change required by the present vendor. Staff members were assisted to get the new app for clocking in and out.
- The SIPA Grant was approved for Accessibility project funding of \$10,000 for 2025 budget.
- The SLCGP Grant for security software licensing has been delayed and an announcement is expected before the end of August.
- The Water Treatment Plant is completely connected with the city network via fiber. The IRU for fiber install is completed. Cameras and wireless are fully installed.
- The Waste Water Treatment Plant cameras and wireless are fully installed.
- Cellular camera removed from old wastewater small block building.
- The finance software move was put on hold in order to avoid any conflicts with the budget process.
- Several computers required their hard drives to be re-encrypted after the CrowdStrike issue was resolved. Keys were extracted with a script from the server as a backup for unlocking data.



# CCEC Report

Friday, 8.16.2024

---

## Ouray Main Street Committee Updates

1. Quarterly Reports were completed for DOLA and [are viewable here](#).
2. We created a request regarding the Ouray County Historical Society Block Signs that the committee would like to replace the bases of, fitting in with the new Wayfinding aesthetic. Funds will come from the DOLA minigrant that Ouray Main Street was awarded in 2023. This request ([viewable here](#)) was sent for inclusion on the RFP for Sign Fabrication & Installation Services of City Wayfinding Signage.
3. Updated our [Strategic Plan for 2024/2025](#). This is also available on our [website](#).
4. Updated our [Work Plan for 2024/2025](#).
5. Lou Hart contacted the Plaindealer. We want to make the larger community aware of the Main Street Program and what we do to benefit the City. We asked if they would be willing to do a feature story of the program? They replied that this may make more sense in their monthly Business & Real Estate section.

The committee would like to:

- Introduce the program to the community
  - Explain the 4 prong approach of the program
  - Define our objectives
  - Explain how this program is a benefit to the City
  - Encourage business owners and interested citizens to discover more about it
  - Direct businesses as to how to be involved with the program and discover how it can benefit them
6. The regular monthly meeting was held on August 14, 2024. The [agenda can be viewed here](#), along with the [July Minutes viewable here](#). These are also available on our [website](#).
    - a. Discussed the upcoming budget season and what an appropriate amount to request would look like.
    - b. Discussed our Year Rounder program and the schedule for celebrating them. A list is being comprised. Our DOLA Reps are able to do their annual site visit

on October 23 or 24 and would love to be in attendance for these recognitions.

7. There will be a September 16 Workshop with Ayres for Downtown Economic Development Master Plan. City Council has been invited to this work session, along with other key stakeholders.
  - a. Tracking toward an EIAF grant that would support the project
  - b. This is setting up “the plan for the plan” - creating the framework of the plan which can then be used in the grant applicaiton
  - c. Will be working closely with Kristen Clothier
  - d. Will develop a plan of outreach to the community

## City Updates

### National Night Out

1. Thanks to everyone who joined us for National Night Out on August 6 at the Ouray County Fairgrounds & Event Center! We were joined by our partners Ouray County Sheriff's Office, Ridgway Marshal's Office, Ouray County Emergency Medical Services, Ouray Mountain Rescue Team, Inc., Voyager Youth Program, Juvenile Diversion, Western Colorado Regional Dispatch Center, Ridgway Fire Protection District, Log Hill Volunteer Fire Department, Horsefly Volunteer Fire Protection, Ridgway State Park - Colorado State Parks, and Colorado Parks and Wildlife - Montrose. Thank you to our local band, Alive in the Woods, for the tunes 🎵 and to all of our community members who came and had dinner with us, visited with our first responders, and tried out their demonstrations. We're fairly certain the kids all LOVED the giant slide from Fun 4 All, too! Lastly, thanks to Alpine Bank for sponsoring this event again this year, and to Erin at the Fairgrounds for graciously hosting us! We'll see everyone next year on August 5th. You can view more [photos from the event here](#).






## Website Updates

1. See Creations & Collaborations below as Press Releases and other updates/events were also included on the website.
2. The pop-up alert is continuously updated.
3. The Allyant audit for ADA compliance has been performed on our websites. Work is ongoing to correct errors. The due date has been extended to July 1, 2025, as long as an effort to meet the guidelines can be shown.
4. Calendar events are updated daily and are viewable on the [homepage](#).
5. Regular updates are done to pages for agendas, minutes, reports, etc.

# Communications Creations & Collaborations

CITY OF OURAY



## PRESS RELEASE

Wednesday, August 14, 2024

**FOR IMMEDIATE RELEASE: City of Ouray Declares Local Emergency Disaster - effective 3:15 pm Wednesday, August 14, 2024**

**OURAY, CO | NOTICED at 4:30 PM**

The City of Ouray received monsoonal flooding August 9-12, 2024 causing damages within the City of Ouray and elsewhere in Ouray County. [Ouray County, Colorado](https://www.couraycolorado.com/ouray-county-declares-local-emergency-disaster) provides for declaring a local disaster emergency to assist local governments in responding to and recovering from emergency events.

This declaration of local disaster emergency is to activate the response and recovery aspects of all applicable local disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans, [G.S.C.R. 20-315-2024](https://www.couraycolorado.com/ouray-county-declares-local-emergency-disaster).

The City of Ouray Council, Colorado has determined and declared that the flooding in the City of Ouray and Ouray County constitutes a local disaster emergency that warrants the mobilizing of emergency response and the furnishing of aid and assistance. The City of Ouray has experienced damage at Bridal Veil Bridge, Hotel Court, Skyrocket, and Oak Creek.

An online portal to report private property damage has been set up to allow residents to provide damage reports that may potentially make it possible to obtain funding assistance. Ouray County residents can access this portal at: <https://ouraytrack.survey.com/ouraycounty/index.html?cid=ourayco>. Information requested may include washed-out driveways, structural damage, fallen trees, etc.

Questions regarding the online portal should be directed to Ouray County Emergency Management, Glenn Boyd, at [gboyd@ourayco.gov](mailto:gboyd@ourayco.gov). Questions regarding the Emergency Disaster Declaration should be directed to City Manager, Silas Clarke, at [sclarke@ouraycolorado.com](mailto:sclarke@ouraycolorado.com).

This Declaration is necessary for the public health, safety, and welfare of the citizens of the City of Ouray. This Declaration shall remain in effect until further notice.

###

970.325.7211  
 info@cityofouray.com  
 cityofouray.com

Autumn Bailey  
 Public Information Officer  
 320 6th Avenue, Ouray, Colorado 81427



# PRESS RELEASE

## DECLARING A LOCAL EMERGENCY DISASTER




# OURAY COLORADO

## PRESS RELEASE



## OURAY CHAIR YOGA

Join a local yoga instructor for free chair yoga sessions. Sessions are for active adults and seniors. Work on your flexibility, strength, and breathing technique in a low-pressure environment. Meet upstairs at the Ouray Community Center.

**Mondays in August | 10-11 am**  
 August 5, 12, 19, 26

970.318.1003  
 seanhart@cityofouray.com  
 cityofouray.com


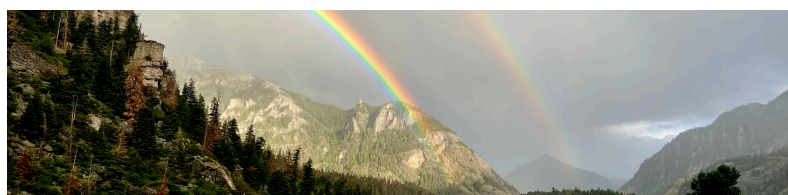



## OURAY GEOLOGY TOURS

Learn about Ouray's fascinating geology from a local expert. Meet at the Ouray Visitor Center Parking. Bring transportation for a short drive. FREE!

**Monday, August 5 | 5-6:30 pm**  
**Saturday, August 24 | 4-5:30 pm**

970.318.1003  
 seanhart@cityofouray.com  
 cityofouray.com

**FIELD DAY**  
For the Family!  
Friday, August 9 • 3:30 pm

Pulled Pork!  
Kickball!  
Sun & Fun!

**FELLIN PARK**  
Sponsored by  
CITY OF **OURAY**  
PARKS AND RECREATION

PARC@cityofouray.com

**FIELD DAY**  
For the Family!  
Friday, August 9 • 3:30 pm

Pulled Pork!  
Kickball!  
Sun & Fun!

**FELLIN PARK**  
Sponsored by  
CITY OF **OURAY**  
PARKS AND RECREATION

PARC@cityofouray.com

**CITY OF OURAY POLICE DEPARTMENT**

**Lock your windows and doors to avoid a surprise visit.**  
The black bear has amazingly dexterous paws. They are quite capable of opening doors, windows, cupboards, cars, etc. Please help keep the bears wild by remembering to store food properly.

*Thank you!*

**WE CANNOT BE HELD LIABLE FOR INFORMATION FROM THIRD-PARTY SITES.**

We appreciate your understanding. For current & valid information, please go to: [wistouray.com](http://wistouray.com) | [cityofouray.com](http://cityofouray.com)  
- Box Cation Staff & Volunteers

**PRESS RELEASE**  
ENTERING STAGE 1 FIRE RESTRICTIONS

**PRESS RELEASE**  
DECLARING A LOCAL EMERGENCY DISASTER

CITY OF OURAY

**PRESS RELEASE**  
Friday, August 2, 2024  
FOR IMMEDIATE RELEASE: City of Ouray Enters Stage 1 Fire Restrictions - effective 5:00 pm Friday, August 2, 2024

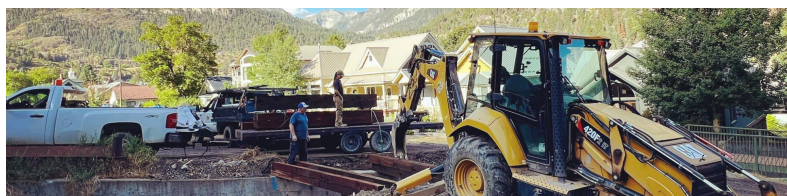
**OURAY, CO | NOTICED AT 3:00 PM**

Due to existing weather and moisture conditions, the current Bucktail Fire in Montrose County, and lack of uncommitted fire suppression resources throughout the region, the City of Ouray will enter Stage 1 Fire Restrictions, as declared earlier today by the Ouray County Sheriff, beginning at 5:00 pm, Friday, August 2. These restrictions will be in place until further notice.

THE FOLLOWING ACTIVITIES ARE BANNED UNDER STAGE 1 FIRE RESTRICTIONS:

1. Building, maintaining, attending or using a campfire except in designated and signed campgrounds or developed recreation sites with provided fire grates.
2. Open burning of any kind including burning of trash or debris, burning of ditches, open charcoal or wood fires.
3. Use of all fireworks and use of explosives.
4. Smoking, except in an enclosed vehicle, trailer, building or tent, a developed recreation site, or while stopped in a barren or cleared area at least 3 feet in diameter, and disposal of cigarette butts anywhere outdoors.
5. Operating a chainsaw, without an approved spark arrester and without a chemical pressurized fire extinguisher and painted shovel, kept within immediate reach of the operator.
6. Welding or use of torch with open flame except in a barren or area cleared of all flammable materials at least 10 feet on all sides from the equipment.

Autumn Bailey  
Public Information Officer  
970.325.7211  
[info@cityofouray.com](mailto:info@cityofouray.com)  
[cityofouray.com](http://cityofouray.com)  
320 6th Avenue, Ouray, Colorado 81427



CITY OF OURAY

**CITY OF OURAY**  
COLORADO

**PRESS RELEASE**

Thursday, August 15, 2024

**FOR IMMEDIATE RELEASE: City of Ouray Rescinds Stage 1 Fire Restrictions - effective 12:01 am Friday, August 16, 2024**

**OURAY, CO | NOTICED at 6:00 PM**

The City of Ouray received recent heavy rains which have increased moisture levels in our surrounding forests, thereby decreasing the threat of wildfire danger. This makes it possible for the City of Ouray to rescind Stage 1 Fire Restrictions, at this time. Stage 1 Fire Restrictions will be rescinded effective at 12:01 a.m., Friday, August 16, 2024.

Fire restrictions are often put into place and rescinded throughout the season. It is important for community members and visitors to always double-check if restrictions are in place, and when in doubt, don't burn.

Please continue to do your part to help prevent a wildfire:

- Keep current on local and regional fire restrictions at [www.stage1fireinfo.com](http://www.stage1fireinfo.com)
- Obey all fire bans
- Dispose of cigarettes properly
- Never leave a fire unattended
- Be sure your campfire is dead Out! (cold to the touch)
- Avoid driving on tall grass
- Keep trailer chains from dragging on the ground, this can create sparks


###

970.335.7211  
info@cityofouray.com  
cityofouray.com

Autumn Bailey  
Public Information Officer  
320 6th Avenue, Ouray, Colorado 81427

## Notable Upcoming Events

1. Sundays · 2:00 – 4:00pm | Ultimate Frisbee @ Fellin park
2. Mondays · 10:00 – 11:00am | SJ - Senior Chair Yoga • Activity by Ouray Parks & Rec
3. Mondays · 12:00 – 1:00pm | Senior Luncheon by Neighbor to Neighbor @ St John's Episcopal Church
4. Wednesdays · 5:30 – 6:30pm | Zumba Class @ Ouray Community Center
5. Saturday, August 17 · 7:00am – 12:00pm | Mt. Sneffels Marathon-Half Marathon-10K-Kids Fun Run (start and finish in Ridgway due to Corbett Creek damage).

- 
6. Tuesday, August 20 · 1:00 – 3:00pm | SJ - Woman's Club of Ouray County (WCOC)
  7. August 23 – 25, 2024 | PARK - Highgraders Holiday
  8. Saturday, September 7 | Annual Imogene Pass Run
  9. Tuesday, September 10 | World Suicide Prevention Day

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

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

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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



### Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

- Paid by check
- Paid Online

Uploaded to MoveIt on Date

8/13/2024

Licensee Name

THAI CHILI OURAY LLC

Doing Business As Name (DBA)

THAI CHILI OURAY

Liquor License Number

03-08819

License Type

Hotel & Restaurant (city)

Sales Tax License Number

310234370000

Expiration Date

11/30/2024

Due Date

10/16/2024

#### Business Address

Street Address

746 MAIN STREET

Phone Number

9703254100

City, State, ZIP Code

Ouray CO 81427

#### Mailing Address

Street Address

P.O. BOX 735

City, State, ZIP Code

Ouray CO 81427

Email

thaichiliouray@gmail.com

Operating Manager

Natakit Bourvod

Date of Birth

**CITY OF OURAY, COLORADO  
LOCAL DISASTER EMERGENCY DECLARATION  
(DECLARATION NO. 2, 2024)**

**WHEREAS**, monsoonal flooding on August 9-12, 2024 has caused damages within the City of Ouray and elsewhere in Ouray County; and

**WHEREAS**, the expense and magnitude of responding to and recovering from the impact of a the flooding in the City of Ouray is in excess of the City's available resources;

**WHEREAS**, OLUC 2-8 provides for declaring a local disaster emergency to assist local governments in responding to and recovering from emergency events; and

**WHEREAS**, the effect of a declaration of local disaster emergency is to activate the response and recovery aspects of all applicable local disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans. C.R.S. ' 24-33.5-709(2);

**NOW, THEREFORE, BE IT DECLARED** by the City of Ouray Council, Colorado that:

1. It is hereby determined and declared that the flooding in the City of Ouray and Ouray County constitutes a local disaster emergency that warrants the mobilizing of emergency response and the furnishing of aid and assistance.
2. This City of Ouray Disaster Emergency Declaration shall be promptly delivered to the Chief of Police who shall notify the public and the City Clerk.
3. This Declaration shall remain in effect until further notice.
4. This Declaration is necessary for the public health, safety and welfare of the citizens of City of Ouray, State of Colorado.

**DECLARED** this 14th day of August 2024 in City of Ouray, Colorado at 3:15, p.m.

  
\_\_\_\_\_  
Ethan Funk, Mayor

ATTEST:

  
\_\_\_\_\_  
Beverly Martensen, Deputy Clerk

**DECLARATION NO. 3, 2024**  
**A DECLARATION OF CITY OF OURAY, COLORADO RESCINDING**  
**STAGE I FIRE RESTRICTIONS**

**WHEREAS**, City Council of the City of Ouray, Colorado pursuant to the City of Ouray Charter Section 2.3 (A) and City of Ouray Code Section 2-8 has the authority to declare a local disaster emergency to exist when, there is an occurrence or imminent threat of widespread or severe damage, injury, loss of life or property, resulting from any cause of human origin, including but not limited to fire,

**WHEREAS**, the Mayor of the City of Ouray, Colorado instituted Stage I Fire Restrictions with Declaration No. 1, 2024 on August 2, 2024 at 5:00 pm; and

**WHEREAS**, the City Council of the City of Ouray, Colorado ratified Declaration 1, 2024 at a Regular Council Meeting on August 5, 2024; and

**WHEREAS**, the City Council of the City of Ouray, Colorado and the Chief of the Ouray Volunteer Fire Department believe fire risk is decreased due to recent and predicted rainfall; and

**NOW, THEREFORE, BE IT DECLARED BY THE MAYOR OF THE CITY OF OURAY, COLORADO**, that: the City Council of the City of Ouray, Colorado hereby rescinds Stage I Fire Restrictions effective August 16, 2024 at 12:01 am.

CITY OF OURAY, COLORADO

By

  
Ethan Funk, Mayor

ATTEST:

  
Beverly Martensen, City Clerk

*Silas Clarke, City Administrator*

**A DECLARATION OF CITY OF OURAY, COLORADO STAGE I FIRE RESTRICTIONS  
(DECLARATION NO. 1, 2024)**

**WHEREAS**, the Mayor of the City of Ouray, Colorado (Mayor) pursuant to the City of Ouray Charter Section 2.3 (A) and City of Ouray Code Section 2-8 has the authority to declare a local disaster emergency to exist when, in the Mayor's opinion, there is an occurrence or imminent threat of widespread or severe damage, injury, loss of life or property, resulting from any cause of human origin, including but not limited to fire,

**WHEREAS**, the Mayor believes there is a need to declare Stage I Fire Restrictions as declared earlier today by the Ouray County Sheriff; and

**WHEREAS**, these restrictions will remain in place until further notice and unless otherwise revised or rescinded by City Council; and

**NOW, THEREFORE, BE IT DECLARED BY THE MAYOR OF THE CITY OF OURAY, COLORADO, that:**

**THE FOLLOWING ACTIVITIES ARE BANNED UNDER STAGE 1 FIRE RESTRICTIONS:**

1. Building, maintaining, attending or using a campfire except in designated and signed campgrounds or developed recreation sites with provided fire grates.
2. Open burning of any kind including burning of trash or debris, burning of ditches, open charcoal or wood fires.
3. Use of all fireworks and use of explosives.
4. Smoking, except in an enclosed vehicle, trailer, building or tent, a developed recreation site, or while stopped in a barren or cleared area at least 3 feet in diameter, and disposal of cigarette butts anywhere outdoors.
5. Operating a chainsaw, without an approved spark arrester and without a chemical pressurized fire extinguisher and pointed shovel, kept within immediate reach of the operator.
6. Welding or use of torch with open flame except in a barren or area cleared of all flammable materials at least 10 feet on all sides from the equipment.

**THE FOLLOWING ACTIVITIES ARE PERMITTED UNDER STAGE 1 FIRE RESTRICTIONS:**

1. Cooking on manufactured charcoal, liquid fuel or propane gas grills or other manufactured liquid fuel cook stoves.
2. Campfires with flame length not exceeding two feet in height in pre-fabricated concrete or metal fire enclosures in established campgrounds (USFS, NPS, privately owned).
3. Fires in chimney-type manufactured enclosures on private property.
4. Campers and drivers are asked to limit travel to designated roads and trails as much as possible, to avoid igniting sparks on grass and brush.

Now, therefore, I, Josh Smith, Acting Mayor of the City of Ouray hereby declare: STAGE I FIRE RESTRICTIONS effective August 2, 2024 at 5:00 pm.

CITY OF OURAY, COLORADO

By Josh Smith  
Josh Smith, Mayor Pro Tem (Acting Mayor)

ATTEST:

  
\_\_\_\_\_  
Silas Clarke, City Administrator

320 6<sup>th</sup> Avenue  
PO Box 468  
Ouray, Colorado 81427



970.325.7211  
Fax 970.325.7212  
www.cityofouray.com

The Outdoor Recreation Capital of Colorado

**APPLICATION FOR TEMPORARY LIQUOR LICENSE PERMIT  
PENDING TRANSFER OF OWNERSHIP**

**FEE: \$100.00**

**NOTICE:** Any individual or corporation applying for a temporary permit is charged with the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in C.R.S. Title 44, Articles 3 and 4.

Applicant Name: The Gray LLC  
Trade Name: The Gray  
Business Address: 929 Main St, Unit B  
Mailing Address  
(if different): 64 VIOLET CT, RIDGEWAY, CO 81432  
Phone: 843-338-5308  
Transfer Licensee: The Gray LLC  
Trade Name: The Gray  
Current State Liquor  
License Number: 03-16908  
Type of License: Tavern (City)

**NOTE:** A temporary liquor license permit may be issued only if a **completed application** for a transfer of ownership along with all required documentation and associated fees has been submitted to the City of Ouray, 320 6<sup>th</sup> Avenue, Ouray, CO 81427.

A temporary liquor license permit is valid for no more than one hundred twenty days from the date of issuance and is automatically void upon completion of the transfer of ownership and issuance of a new permanent liquor license in the name of the above applicant by the Colorado Division of Liquor Enforcement and the City of Ouray Local Licensing Authority.

This permit may be canceled, revoked, or summarily suspended if the Local or State Licensing Authority determines there is probable cause to believe that the transferee has violated any provision of the Colorado Liquor/Beer Code or has violated any rule or regulation adopted by the Local or State Licensing Authority or has failed to truthfully disclose those matters required pursuant to the application forms.

*Do not write in this space - for City of Ouray use only*

Date Received: 8/13/24

Fee Received: \$ 100



**CITY OF OURAY  
EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is entered into between City of Ouray (City), and Joseph Coleman, (Employee).

**WHEREAS**, Employee is currently employed as the Director of Public Works for the City and the City wishes to temporarily hire Employee for the acting City Administrator position.

**WHEREAS**, both Employee and City agree that if Employee is terminated for no cause or resigns for any reason from the acting City Administrator position, Employee shall resume his duties as the Director of Public Works for the City. If Employee is terminated for cause, he shall not resume his duties as the Director of Public Works .

**NOW, THEREFORE**, it is agreed by the parties for and in consideration of the mutual covenants contained herein as follows:

1. **EMPLOYMENT.** In consideration of the respective rights and obligations set out below, the City employs the Employee to provide the services described below.

2. **CONTRACT CONSIDERATION.** In return for the Employee's agreements stated in this Agreement, City shall compensate Employee at an annual salary of \$169,000.00 while Employee is the acting City Administrator.

3. **TERMS OF EMPLOYMENT.** Employee shall perform the duties set forth in paragraph 4 below commencing on August 20, 2024, and continue until such time as a permanent City Administrator is hired, Employee resigns from the position of acting City Administrator, or Council terminates Employee as the acting City Administrator with or without cause. The Employee will at all times while this Agreement is in effect be an AT-WILL, exempt, employee, and either party may terminate this Agreement with or without cause at anytime, with or without notice

4. **EMPLOYEE'S DUTIES.** Employee will provide the following services under this Agreement: See attached Job Description attached as Exhibit A (Services). Employee will provide such services at City Hall. The Employee's services performed for City and its City Council members, employees, and public, and the Employee's representation of City and the public, will in all events be consistent with the City's best interests and within the City's policies and standards.

5. **COMPENSATION.** All compensation the City pays Employee pursuant to this Agreement is subject to employer withholdings, e.g., for FICA, Medicare/Medicaid, any applicable occupational privilege tax, and any court ordered deductions such as garnishments. Compensation may also be reduced by deductions the Employee authorizes for insurance, and other similar purposes.

**7. PROFESSIONAL AND EDUCATIONAL EXPENSES.** City shall reimburse Employee for professional and educational expenses reasonably and necessarily incurred in furtherance of the City's business and professional development. The City will pay the Employee for any reimbursable expense in accordance with the most recent City of Ouray Personnel Regulations.

**8. VACATIONS, HOLIDAYS AND LEAVES.** Employee shall have the vacation, holiday and leave benefits stated from time to time in the most recent City of Ouray Personnel Regulations. When Employee is no longer acting City Administrator because City Council has hired a permanent City Administrator, Employee shall receive an additional two weeks of vacation benefits. This two weeks additional vacation benefit shall not be earned if Employee terminates this agreement for any reason or if City terminates this agreement for cause prior to City Council hiring a permanent City Administrator.

**9. SUPPLIES, EQUIPMENT AND FACILITIES.** City shall provide Employee with such supplies, equipment, facilities and services as are reasonably necessary to perform the Employee's duties. The City's provision of any supplies, equipment or facilities to the Employee will not give the Employee any ownership interest in any such supplies, equipment or facilities and will not obligate the City to continue providing supplies, equipment and facilities. The Employee's use of the City's property and equipment will be consistent with the City's personnel policies, including any regarding City Equipment, Safety and Security now in effect or as the City may have later.

**10. CITY VEHICLE.** Employee shall have use of the vehicle currently used by the City Administrator and shall be allowed to commute with such vehicle to and from Employee's home in Montrose, Colorado.

**11. DEATH OR DISABILITY DURING EMPLOYMENT.** Upon the death of Employee during the term of this agreement, City will pay to the Employee's estate the compensation which otherwise would be payable to the Employee for the Employee's services rendered prior to Employee's death. Upon Employee's disability of more than thirty days, this agreement shall terminate and employee shall be entitled to employment benefits under his previous

**12. EXEMPT.** The delivery of the Services is in addition to, and is different from, Employees regular employment duties with City. The Services herein are not considered exempt work.

Each Party has read and considered this Agreement carefully, believes that Party understands each provision, and has conferred, or has had the opportunity to confer, with the Party's own attorney before executing this Agreement.

**IN WITNESS OF OUR AGREEMENTS,** City and Employee have executed this Agreement on the date(s) indicated below.

EMPLOYEE:

By: \_\_\_\_\_  
Joseph Coleman Date

CITY OF OURAY

\_\_\_\_\_  
Ethan Funk, Mayor

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk Date



# City of Ouray

## Job Description

<b>Title:</b>	City Administrator	<b>Code:</b>	
<b>Division:</b>	Executive	<b>Effective Date:</b>	12/2022
<b>Department:</b>	Executive	<b>Last Revised:</b>	12/2022

### GENERAL PURPOSE

As Chief Administrative Officer, performs a variety of **professional, executive and managerial** duties related to planning, directing, organizing, and controlling the administrative and executive processes necessary to carry out the efficient and economic operation of the city.

### SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the Mayor and City Council.

### SUPERVISION EXERCISED

Provides broad policy guidance and direction to department heads related to operations, personnel, fiscal and general management functions of the City. In addition, provides close to general supervision to various managers, staff professionals or specialists.

### ESSENTIAL FUNCTIONS

As chief operations officer, directs the planning, delivery, and evaluation of all municipal services and activities through subordinate department heads; assumes responsibility for full and effective utilization of city personnel by facilitating overall departmental objectives, priorities and standards; serves as final hiring and termination authority for all non-exempt and exempt city positions.

Manages the day-to-day operations and internal affairs of the city; develops policies, procedures and processes as needed to implement the decisions, goals and objectives of the City Council; manages the City Council agenda; assembles and prepares packets for City Council meetings; interacts with the City Council to discuss/recommend new/modified services and activities to improve the health, safety, quality of life and/or welfare of the City's residents.

Defines and evaluates city-wide operational performance; performs and directs research on issues, policies, and political developments; advises and appraises governing body as needed; approves recommendations for executive and administrative actions; makes recommendations for legislative actions; conducts internal investigations, examines books, records and official papers of any office, department, agency, board or commission of the city as needed to assure integrity of operations and prevent impropriety; directs, coordinates and monitors city-wide risk and liability mitigation efforts and programs; implements management control systems.

Serves as primary contract person in negotiations between the City and other parties on agreements, contracts, permits, acquisitions, leases, etc.; ensures faithful execution and enforcement of all applicable laws, ordinances, rules, resolutions and regulations of the city; ensures that all franchises, leases, permits, contracts, licenses and privileges granted by the city are observed.

Assures compliance with City Code; responsible for providing services to inform citizens appropriately of Code requirements; oversees and reviews preparation of Code modifications or additions.

Manages or oversees the preparation and administration of the city's budget; submits budget and capital improvement programs to the Mayor, Council and department heads; monitors overall fiscal activity of the city to assure compliance with established budgets; appraises city council regarding ongoing financial status of the city; directs the preparation of periodic operational/financial reports for City Council review and/or approval; prepares appropriation and tax levy ordinances for council consideration.

Directs and evaluates the effectiveness of Department heads through regular staff meetings and periodic reports; participates in all meetings of the City Council and present new/modified programs and policies for Council review and approval; represents the city with other local, state, and federal governmental agencies as needed, and in meetings with professional organizations and local/regional citizen groups.

Meets with City residents, attorneys, developers, consultants, vendors, and other parties to discuss/resolve issues of mutual concern or interest; facilitates public access to city government and planning/development efforts; informs/updates the City Council regarding all major matters, transactions, developments, and activities relating to the operations, services, and functions of the City. Works with City volunteer committees and groups.

Represents the city as directed by the governing body; acts as primary contact with quasi-governmental, county, regional, state and federal governments; participates in intergovernmental consortiums to establish mutual relationships and programs; facilitates and participates in interagency, intergovernmental and private enterprise programs and projects as needed.

Serves as arbitrator or adjudicator of complaints filed against or between city employees, departments, divisions, or services; negotiates to achieve mutually agreeable solutions.

Administers personnel disciplinary and grievance processes; administers proactive employee relations program, promotes harmony among workers and resolves grievances; coordinates the disciplinary appeals and grievance hearing processes and procedures; assures timely processing of disciplinary action and grievances and various review levels.

Develops state-of-the-city reports; issues public statements to the press and responds to questions from the press related to city management, policies, procedures, administrative decisions, etc.; directs the general public relations activities of the city through executive staff or designated departmental representatives.

Exercises general supervision over public property under the jurisdiction of the city; provides staff support in preparation of long-range planning documents.

Provides staff support in planning and budgeting for future capital projects such as utility system improvements, street improvements, park improvements, drainage improvements, etc.

Performs other related duties as required.

**MINIMUM QUALIFICATIONS**

1. Education and Experience:

- A. Graduation from college with master's degree in public administration, business administration, finance or a closely related field;
- AND
- B. Ten (10) years of managerial experience performing above or related duties;
- OR
- C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

**Thorough knowledge of** principles and practices of city management/administration, including budgeting, finance, , and program/services evaluation; Colorado laws, regulations, and guidelines governing all aspects of municipal operations; management concepts and methods related to team building, empowerment and participative leadership; human resource management and principles of supervision; training and staff utilization principles; legal and political issues affecting city operations and management; various revenue sources available to local governments including state and federal sources; principles of negotiation and problem solving. **Considerable knowledge of** computer technologies affecting the future of city operations and services; grantsmanship.

**Considerable skill** in the art of diplomacy and cooperative problem solving; leadership and organizational behavior; establishing and maintaining effective working relationships with State, Federal, and other local officials, elected officials, subordinate staff, and City residents. Skill in the operation of PC Computer and standard office equipment as needed.

**Ability to** understand and interpret complex laws, rules, regulations, policies, and guidelines; direct the work of others; plan, organize, and direct, through subordinate staff, the efficient, effective delivery of City programs, services and functions; develop operating policies and procedures; analyzing and resolving problems arising regarding City programs, services, and function; establish and maintain effective working relationships with employees, other agencies and the public; communicate effectively, verbally and in writing; implement cooperative problem-solving processes; operate personal computer and various software applications for word processing and spread sheet information; access e-mail and effectively function in a computerized communications environment.

3. Special Qualifications:

Must be bondable.

4. Work Environment:

Worker performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting and reaching. Continuous talking, hearing and seeing required in the normal course of performing the job. Common eye, hand, finger dexterity required to perform essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Considerable exposure to stress associated with high level of personal accountability, high impact decision-making and conflict management. Periodic travel required in normal course of job performance.

\*\*\*\*\*

**Disclaimer:** In compliance with the ADA, reasonable accommodation will be considered, upon request, on a case-by-case basis during both the pre-employment process and to accommodate post-employment changes in employee physical abilities. Accommodation decisions will be influenced by the need to prevent "undue hardship" to the city. The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I \_\_\_\_\_ have reviewed the above disclaimer and job description. Date: \_\_\_\_\_  
(Employee)

## AGREEMENT

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of August, 2024 by and among the City of Ouray, a Colorado home rule municipality ("**CITY**"), Alpenglow Properties Ouray, Inc. dba Twin Peaks Lodge, a Colorado for profit company with its principal place of business being 215 5<sup>th</sup> Avenue, Ouray, Colorado, 81427 & Hot Springs ("**TWIN PEAKS**"), Wiesbaden Spa and Lodging, Inc. a Colorado for profit company with its principal place of business being 625 5<sup>th</sup> Street, Ouray, Colorado, 81427 ("**WIESBADEN**"), and TMC Lodge, LLC, a Colorado limited liability company with its principal place of business being 17405 CR 122, Tyler, Texas, 75703 ("**TMC**") , collectively they may be referred to as the "Parties."

Pertinent to this Agreement are the following points:

- A. The Parties, and/or their predecessors, entered into an Agreement in 1990 recorded in the Ouray Clerk and Recorder's records at Reception #146121 ("1990 Agreement"), which was supplemented as to the City and Wiesbaden in 2004, and certain stipulations in water rights cases, specifically including the Stipulation in Case No. 88CW134 (the "Stipulations"), as described in the 1990 Agreement, see Exhibit A.
- B. As a result of the 1990 Agreement and the various stipulations in the water rights cases, in order to prevent injury to Twin Peaks and Wiesbaden, the City is subject to limitations and conditions in its use of its geothermal wells, specifically Wells OX-2 and OX-6, and its use of the geothermal aquifer that is the source of hot springs water for Twin Peaks, Wiesbaden, BC&M, and the City.
- C. City desires to engage in geothermal well testing, to which Twin Peaks and Wiesbaden object unless such testing is done in a manner consistent with the 1990 Agreement and the Stipulations.
- D. This Agreement sets forth the conditions and procedures by which Twin Peaks, Wiesbaden and the City agree such geothermal well testing may occur. This Agreement in no manner amends, replaces, or otherwise alters the 1990 Agreement or the Stipulations.

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. The City will engage and pay for a professional water engineering consultant to formulate and submit to Twin Peaks and Wiesbaden a testing and monitoring plan (the "Plan") as detailed in the Stipulation in Case No. 88CW134 and the 1990 Agreement. The Plan should address the proposed long-term testing of continuous artesian flow from Well OX-2 and the operation of Well OX-6, specifically the artesian discharge through heat exchangers and injection of the temperature reduced water into Well OX-6. Twin Peaks and Wiesbaden must approve the Plan prior to the City applying for an injection well permit from the Colorado Division of Natural Resources (DNR) or the Colorado Department of Public Health and Environment (CDPHE). The City will provide a copy of any injection well permit application to Twin Peaks and Wiesbaden at

the time it submits such application to the respective state agencies. All testing and monitoring pursuant to the accepted Plan will be conducted by and paid for by the City.

2. The City will provide the Plan to Twin Peaks and Wiesbaden not less than sixty (60) days prior to its targeted date of submittal of an application to DNR and/or CDPHE to allow for a reasonable time for review and revision by the Parties. The testing and monitoring should occur during the time of the year when flows in the geothermal aquifer are expected to be lowest, which is between November 1st and April 30th. The Plan shall include provisions to ensure continual accurate monitoring and data collection, for which data shall be promptly provided to Twin Peaks and Wiesbaden as such data is collected. Twin Peaks and Wiesbaden shall have access to the computerized Well OX-2 data at the City Pool Shop as well as monitoring data for Well OX-6.
3. The Plan should meet the requirements set forth in the stipulation in Case No. 88CW134 and shall be increased in frequency during the initial testing period. If no injury to the geothermal aquifer develops, monitoring frequency may be reduced by mutual agreement with Twin Peaks and Wiesbaden. The Plan shall include pressure readings at Wells OX-2 and OX-6.
4. City has minimized its use of Well OX-2 during the summer months of 2024 to assist with increasing water levels stored in the aquifer.
5. Nothing in this Agreement amends, replaces or otherwise changes the 1990 Agreement, the 2004 modification between the City and the Wiesbaden, or the decrees and Stipulations entered into in the water rights cases. The City agrees to reimburse Twin Peaks and the Wiesbaden \$1500 of their joint attorneys' fees for negotiation, drafting and review of this Agreement upon presentation of an invoice for same. Beyond that reimbursement, the parties are each responsible for their own attorney fees and costs.
6. Once all work under the Plan has been completed, the parties agree to review the data collected, any consultant report summarizing or providing recommendations for future use of the Wells OX-2 and OX-6, and discuss future uses of the aquifer, consistent with the terms and conditions of the 1990 Agreement, 2004 modification, and the decrees and Stipulations in the water rights cases that no injury shall occur to the senior rights of Twin Peaks and Wiesbaden as a result of the City's use of the geothermal aquifer. The parties agree that any future use of the aquifer shall not include pumping of any wells but shall rely on artesian flows out of the wells.
7. The parties agree that each will exercise good faith in performing the obligations contemplated in this agreement.
8. The parties agree to mediate any disagreement arising from this Agreement prior to initiating any litigation. Litigation shall be in a court of competent jurisdiction in Ouray County, Colorado.

WHEREFORE, the Parties represent that each of the signatories below is authorized to execute this Agreement.

City

TMC

\_\_\_\_\_  
By: Ethan Funk Mayor

\_\_\_\_\_  
By:

Attest:

\_\_\_\_\_  
Melissa M. Drake

Twin Peaks

Wiesbaden

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

**EASEMENT FOR UNDERGROUND POWER LINE AND RELATED FACILITIES**

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

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

**GRANTOR:** City of Ouzay \_\_\_\_\_  
Last, first, middle initial, Last, first, middle initial,

**LOCATION AND DESCRIPTION OF EASEMENT:**

Parcel ID# 5<sup>th</sup> Ave Right of Way, County Ouzay State of CO

EASEMENT IS 10' WIDE (5' EITHER SIDE OF INSTALLED SMPA FACILITIES).

**RIGHTS AND TERMS GRANTED:**

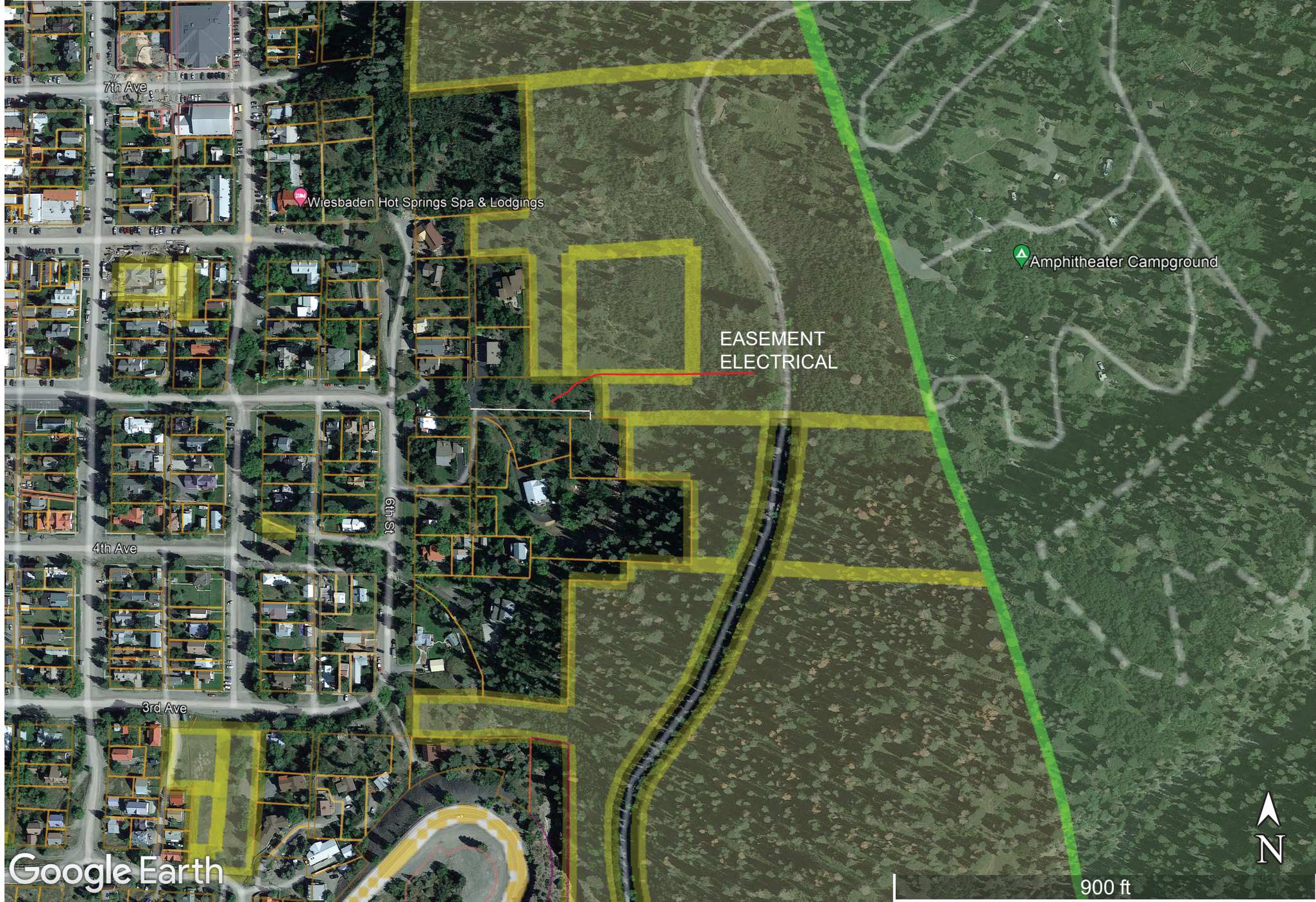
1. The right to construct, reconstruct, replace, remove, maintain, upgrade to meet changing needs, and use an underground electrical distribution line and related electrical facilities, and facilities, equipment and systems used or useable for the transmission or provision of commercial telecommunications and fiber optic services (including the transmission of voice, video and data signals and the transfer or shared use of dark fiber strands), with the right to inspect, alter, repair, maintain, upgrade, and remove the same in whole or in part at any time, within the above-described easement area.
2. The right of reasonable access to and from the above-described easement area, over and across the adjoining land of **GRANTORS**, by means of existing roads, if any, or otherwise by such route or routes as will minimize any damage or inconvenience to **GRANTOR**. Such right of access shall include the right to install, maintain and use gates in any fences which now cross or shall hereafter cross the above-described easement area.
3. All cable, conduit, or other electrical or telecommunication or fiber optic facilities installed within the easement area shall remain the property of **SMPA** and shall only be relocated or removed at the sole option of **SMPA**.
4. The consideration for the grant of easement is one and no/100 dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by **GRANTOR**.



# City of Ouray - Electrical Easement for Parcel 451531102011

Easement on 5th Street ROW for SMPA

Legend



Google Earth

900 ft



**CITY OF OURAY**  
**Professional Services Agreement**

**THIS AGREEMENT** is entered into effective on August 19, 2024, by and between the **CITY OF OURAY**, a Colorado home rule municipal corporation (the City) and **ARCHETYPE SIGNMAKERS, INC.**, a foreign corporation with its principal place of business being 9611 James Ave S., Minneapolis, MN, 55431 (the Contractor).

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

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide sign and installation services set forth in the attached Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue until July 1, 2025, at which time this agreement shall terminate, or be extended by written mutual agreement of the parties.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor a sum not to exceed \$300,833.00 with 50% of this sum paid upon signing, 25% of the remainder paid prior to shipping the signs, and the remainder upon completion of the installation.
4. PAYMENT FOR SERVICES. The Contractor shall submit an invoice to the City describing the professional services rendered. 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 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 CONTRACTOR. The services to be performed by the Contractor 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 Contractor, or their successors or assigns. No agent or employee of the Contractor 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 Contractor. 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 Contractor. The Contractor 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 Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.

7. INSURANCE. The Contractor 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 Contractor. All required policies, except for Workers' Compensation Insurance and Employers' Liability Insurance, shall endorse the CITY, and its officers and employees, as additional insured. Contractor 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. The Contractor shall procure and maintain the minimum insurance coverages and requirements listed below:
  - a. Worker's Compensation. Contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employer's Liability Contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.
  - b. General Comprehensive Liability. Contractor shall provide General Comprehensive Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.
  - c. Comprehensive Automobile Liability. Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily

injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired, or non-owned vehicles assigned to or use in the performance of services. The policy shall contain a severability of interests' provision.

- d. The Contractor 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.
  - e. Failure on the part of the Contractor 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 Contractor upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.
  - f. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Contractor 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 Contractor shall agree to indemnify and hold harmless the City, its officers, employees, and insurers from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or any which arise out of any worker's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

10. ASSIGNMENT. The Contractor 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. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money. If payments are not appropriated for any fiscal year, then this Agreement shall terminate. This Agreement shall not be construed to be a financial obligation extending beyond the current fiscal year, or a general obligation debt of the City. If termination is required due to non-appropriation, then City shall provide thirty (30) days written notice to Contractor.
12. NOTICE. Notice required by this Agreement shall be sent first class mail to the following addresses:
- |  |   |
|--|---|
| City of Ouray<br>Attn: City Administrator<br>P.O. Box 468<br>Ouray, Colorado 81427 | Mo Khalfan<br>Archetype Customer Success Team<br>9611 James Ave. S<br>Minneapolis, MN 55431 |
|--|---|
13. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
14. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
15. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.
16. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
17. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

18. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and the venue shall be in Ouray County, Colorado.

19. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

20. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

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

CITY OF OURAY:

ATTEST:

\_\_\_\_\_  
Ethan Funk, Mayor

\_\_\_\_\_  
Melissa M. Drake, City Clerk

CONTRACTOR

\_\_\_\_\_  
Gary Stemler, Vice President

<b>PHASE 1 – 50% Completion</b>				
<b>SIGN TYPE / DESCRIPTION</b>	<b>QUANTITY</b>	<b>FABRICATION COST</b>	<b>INSTALLATION COST</b>	<b>TOTAL COST</b>
B.1 - Freestanding Vehicular Directional (CDOT)	14	\$ 9,730	\$ 2,898	\$ 176,792
C.1A - Freestanding Parking Identification	2	\$ 8,900	\$ 3,024	\$ 23,848
C.1B - Freestanding Parking Identification	2	\$ 8,770	\$ 3,024	\$ 23,588
D.1 - Freestanding Directory	4	\$ 7,800	\$ 3,560	\$ 45,440
Additional Post, Base Tube, and Cap for each sign type. (The purpose of these items is so Ouray can have extra parts stored incase damage occurs to the installed signs)				\$ 17,340
Miscellaneous Costs (shipping, engineering, shop drawings, etc.)				\$ 13,875
<b>TOTAL COST</b>				<b>\$ 300,833</b>



## MEMORANDUM

**DATE:** July 2 ,2024

**TO:** CAST Membership

**FROM:** Jonathan Godes, CAST President

**RE:** 2024 Legislative Position Statement on Housing

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Please find attached the CAST 2024 Colorado Legislative Position Statement on Housing. As you will see, the legislative proposals it contains would give local governments more tools and revenue options to address housing issues in the discretion of each individual local government and its residents. We have developed these concepts through a great deal of collaboration within the CAST Housing Task Force, including working groups for each proposal, and they have the support of the CAST Board of Directors.

**The CAST board requests that each Colorado CAST member governing body consider lending its support to this position statement as well.** It would be ideal to have this support **by August 9**. While each CAST member will find different value in the various proposals, by working in concert we demonstrate greater backing for the package as a whole and for our fellow local governments seeking to pursue one of these options. We intend to engage other partner organizations in the effort as described in the position statement, and as we work with others, these proposals may evolve or expand. As they do, our intent will remain to secure more opportunities to address our housing needs while preserving our existing means of serving and representing our communities.



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## COLORADO ASSOCIATION OF SKI TOWNS

### 2024 COLORADO LEGISLATIVE POSITION STATEMENT ON HOUSING

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**OVERVIEW:** The Colorado Association of Ski Towns (CAST) represents the mountain resort communities throughout Colorado. Colorado's ski industry generates \$4.8 billion in annual economic output, supports more than 46,000 year-round equivalent jobs, and generates \$1.9 billion per year in labor income. ([RRC Associates](#)). The lack of available and attainable housing for employees in Colorado mountain resort communities has reached a crisis level which is directly impacting the provision of basic services as well as the ability to adequately staff and operate all businesses, from ski resort companies to local, small businesses. CAST supports targeted legislation to provide additional financial tools for Colorado mountain communities to address housing needs.

**AUTHORIZE LOCAL SHORT-TERM RENTAL TAXES:** CAST supports legislation to specifically authorize counties and municipalities to refer short term rental taxes to the voters with the proceeds of such revenues to be dedicated to local workforce and affordable housing.

**AUTHORIZE LOCAL VACANCY TAXES:** CAST supports legislation to clearly allow municipalities and counties to refer residential vacancy taxes to their voters. Census data shows residential vacancy rates soaring above 40% in some Colorado mountain towns facing acute housing shortages. Vacancy taxes, also known as empty homes taxes, incentivize homeowners to rent their homes to local residents rather than rent them at peak times and leave them empty most of the year. Additionally, this would disincentivize the use of homes as investments and result in a higher utilization as actual homes. Revenue from the tax would fund local affordable and workforce housing. CAST proposes that county assessors or the state facilitate the process by identifying the vacant homes in a taxing jurisdiction and tying enforcement into existing administrative processes

**AUTHORIZE LOCAL REAL ESTATE TRANSFER FEES:** The Colorado Constitution prohibits new *taxes* on the transfer of real estate, but the courts have long held fees to be different from taxes. CAST supports legislation to expressly allow municipalities and counties to adopt fees on the transfer of real estate, with the fee revenues to fund local affordable and workforce housing. This can be a powerful tool; total revenues from legacy real estate transfer taxes in CAST member municipalities have risen above \$80 million annually.

**CAST TO WORK WITH PARTNER ORGANIZATIONS:** In supporting this position statement, CAST members support CAST seeking to work with the Colorado Municipal League; Colorado Counties, Inc.; Colorado Counties Acting Together; and any other organizations who agree to support these proposals, and members formally request these organizations initiate and pursue this legislation on their behalf.

**CONTACT INFORMATION:** For more information please contact, Margaret Bowes, Executive Director, Colorado Association of Ski Towns, (970) 389-4347, [mbowes@coskitowns.com](mailto:mbowes@coskitowns.com); or Dan Kramer, CAST Housing Task Force Chairperson, [dkramer@estes.org](mailto:dkramer@estes.org).

City of Ouray  
City Administrator Current Projects & Tasks  
August 15, 2024 (DRAFT)

Parks:

- 1) Geothermal Line Heat Exchanger Project
  - a. ME&E – Geothermal Engineer
  - b. RA+A – Architect (ME&E is their subcontractor)
  - c. City Legal for Agreement with Hotels (Drafted)
- 2) New Bathhouse Design
  - a. RFP Needs to Be Sent Out (Joe Brown)
- 3) Retaining Wall in Parking Lot of Box Canon
- 4) Ice Skating Rink (Liner maybe ok for this season)
- 5) Trail Design (North Corridor to Co Rd 361)
  - a. DHM and PST are working on this project (DHM – Walker is the lead)
  - b. Working on Survey data currently

Traffic Study:

- 1) Steve Pavlick - PST Engineering
- 2) Study period will end prior to August 16<sup>th</sup> (drone and ped counts)
- 3) Report will need to be reviewed and presented to the City Council

CDOT Main Streets Projects (keep project moving):

- 1) Steve Pavlick – PST Engineering
- 2) Bridget McDougall – CDOT Representative (3<sup>rd</sup> Wednesday's at 10am Zoom)
- 3) Consider geothermal usages from vinegar hill at 6<sup>th</sup> Ave & 7<sup>th</sup> Ave

Flumes Engineering:

- 1) Steve Pavlick – PST Engineering owes us a proposal

Ice Park:

- 1) Next conversation is the water line and pump ownership and maintenance

Via Ferrata:

- 1) Begin contract negotiations in November of 2024
- 2) Make agreement similar to Ice Park Agreement (City seat at the table)

Facilities:

- 1) Elevator Car Replacement in City Hall
- 2) Ceiling Replacement in Massard Room
- 3) Paint Wainscoting
- 4) IT Audio/Visual Project

- 5) Sound panels

Hot Springs Pool (not Geothermal):

- 1) Massage Space Reconfigure for Lifeguards
- 2) Family Changing Room
- 3) Hot Spring Pools Floor & Wall Coating (more natural color)
- 4) Work to maintain minimal usage of water from OX2

Public Works/Parks:

- 1) Geothermal Water Line Replacement Project
  - a. Element Engineering
  - b. May need to discuss with ME&E
- 2) Water Treatment Plant
  - a. Joe Coleman
- 3) Wastewater Treatment Plant and Lagoon Decommission
  - a. Joe Coleman
- 4) Spring Box Engineering

Police:

- 1) Management Audit Council Priorities Execution
- 2) Work with KRW on Chief Hiring

Fire:

- 1) Possible Community Center Addition Project with Library
- 2) Ladder Truck Replacement (Look for Grant Opportunities with Fire Chief)

Fire Mitigation Project:

- 1) Spring Branch Forestry – Contracted for Bidding of Project
- 2) Ouray County – Participant in Project based on parcel ownership
- 3) West Region Wildfire Council – Jamie Gomez is assisting greatly with funding opportunities
- 4) Mayor and Councilor Lindsey – Council reps
- 5) City \$200,000 match in City Budget for 2025

Jacobson:

- 1) Tim Pasek, Surveyor is working on all of the easements and property line adjustment application for Council
- 2) When County is asked for the Boundary Line Adjustment, the City should also request ownership of the M.S. Rio 1965 Parcel for complete ownership of the Ice Park. Council gave direction to ask the County about the Nelly Mac parcel at the same time.
- 3) Complete all of the Jacobson Ice Park ownership agreement and get deed for park upon completion

Crystal Reservoir:

- 1) Discuss with City legal, the City may be interested in ownership or a special use permit for water storage.

Stage:

- 1) Jim Keo Design – getting civil engineering involved for cost estimates for Council review (utility conflicts need to be addressed and costs of moving need discussion by Council)
- 2) Design needs to be reviewed by MAMS, UpStart, OC...(Erin Crawley), Sherbino, Weehawken Dance, Wright Opera House

Legal:

- 1) Form 501c3 for Parks Fundraising Efforts (follow guidelines of USDA Rural Development Loan & Grant Program) for Stage & Hot Spring Pool Bathhouse
- 2) Ice Park Water Right Transfer and request 20 year “Rec Usage” from Virginius-Revenue Mine

Land Use Code Updates:

- 1) ADU language conflict fix (sq foot)
- 2) Affordable Housing Process (per future Council discussion)
- 3) Dark Skies

Personnel Manual:

- 1) Finalize Draft with HR and Bechtel & Santo (Christina)

HR Manager Position:

- 1) Currently two HR Managers (Andi Shofner should only have 60 to 75 more days training Evan Cockrum)

Waterview PUD:

- 1) Work through Development Agreement with a focus on the landscaping plan and EIAF grant

County Shop and Year (Oak Street):

- 1) May be an ideal location for an affordable housing project. County is currently working through a facilities needs assessment and upon completion by the county, their use of the property should be discussed between the City and County.

## Future Agenda Items/Work Sessions

- Joint Work Session w/ Main Streets Committee – 3 hours City Main Streets Downtown  
Master Plan wants/needs under overarching Economic Development Plan – Sept. 16 at 2:00 pm or October 7 at 2:00 pm???
- Dark Sky Ordinance Moon Phase – (Late August)
- 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
- Via Ferrata Agreement (Expires April 30, 2025)
- STR Cap Review
- Drainage Plan for the City
- Sidewalk replacements
- Bicycle usage on municipal trails (regulations for eBikes)