

**AGENDA  
OURAY CITY COUNCIL**

**Monday, November 18, 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. PUBLIC HEARINGS
  - a. Ordinance 7, Series 2024 - Offense for Misrepresentation of Service Animals
  - b. Ordinance 8, Series 2024 - Setting Utility Rates for 2025
5. CEREMONIAL/INFORMATIONAL - Proclamation 5, Series 2024 - Turkey Pardon
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. Information Technology Director
  - d. Communications and Community Engagement Coordinator
9. ACTION ITEMS
  - a. Ordinance 7, Series 2024 - Offense for Misrepresentation of Service Animals - Second Reading
  - b. Ordinance 8, Series 2024 - Setting Utility Rates for 2025 - Second Reading
  - c. Adoption of Amended Appendix F & G to First Amended Ouray Waterview Homes Affordable Housing Regulations and Guidelines Adopted July 15, 2024
  - d. Ouray Waterview PUD Development Improvement Agreement
10. DISCUSSION ITEMS
  - a. Request from Ouray Fire Protection District
  - b. Schedule Special Meeting to Choose New City Administrator and Instruct Negotiations
  - c. Future Agenda Items
11. EXECUTIVE SESSION  
Executive session, pursuant to C.R.S. 24-6-402(2)(f), to discuss finalist interviews for City Administrator position.
12. ADJOURNMENT

CITY OF OURAY

ORDINANCE NO. 07 (Series 2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO AMENDING CHAPTER 10-5 OF THE ANIMAL REGULATIONS TO ADD A NEW OFFENSE OF INTENTIONAL MISREPRESENTATION OF A SERVICE ANIMAL OR A SERVICE ANIMAL IN TRAINING; AND ADOPTING PENALTIES THEREON.

WHEREAS, City Council considered a request from Main Street businesses to adopt a municipal offense for persons who intentionally misrepresents an animal in his or her possession as a service animal;

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

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

**SECTION 1: REPEAL**

Chapter 10, Section 10-5, Subsection O and P of Chapter 10, Police Regulations are repealed in their entirety.

**SECTION 2: NEW SECTION**

Chapter 10, Section 10-5-A is amended to add the following new subsection 4 through 8 as follows:

4. **Disability** has the same meaning as set forth in the federal "Americans with Disabilities Act of 1990", 42 U.S.C. § 12101 et seq., and its related amendments and implementing regulations.
5. **Qualified individual with a disability** has the same meaning as set forth in the federal "Americans with Disabilities Act of 1990", 42 U.S.C. § 12101 et seq., and its related amendments and implementing regulations.

6. **Service animal** has the same meaning as set forth in the implementing regulations of Title II and Title III of the federal “Americans with Disabilities Act of 1990”, 42 U.S.C. § 12101 et seq.
7. **Service-animal-in-training** means a dog or miniature horse that is being individually trained to do work or perform tasks for the benefit of a qualified individual with a disability.
8. **Trainer of a service animal** means a person who is individually training a service animal to do work or perform tasks for the benefit of a qualified individual with a disability.

### **SECTION 3: NEW SECTION**

Chapter 10, Section 10-5 is amended to add the following new subsection O and P as follows:

O. **Intentional Misrepresentation of a Service Animal**

1. A person intentionally misrepresents an animal in his or her possession as his or her service animal or service-animal-in training for the purpose of obtaining any of the rights or privileges set forth in C.R.S. § 24-34-803;
2. The person was previously given a written or verbal warning regarding the fact that it is illegal to intentionally misrepresent a service animal; and
3. The person knows that the animal in question is not a service animal or service-animal-in-training.

P. **Penalties**

It shall be unlawful to violate any provision of this Section 10-5. Violations of this Chapter are declared to be a nuisance, which may be abated in any lawful manner or upon a conviction thereof, be subject to fine as set forth by resolution of City Council, as amended from time to time. Each offense of violation of this section constitutes a separate and distinct violation.

**SECTION 4: EFFECTIVE DATE**

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

**SECTION 5: SEVERABILITY**

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

**INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED** on first reading by \_\_\_\_\_ vote of the Ouray City Council this 4th day of November 2024.

CITY OF OURAY, COLORADO

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

ATTEST:

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

**INTRODUCED, READ, AND ADOPTED** on second reading by \_\_\_\_\_ vote of the Ouray City Council this \_\_\_\_ day of November 2024.

CITY OF OURAY, COLORADO

\_\_\_\_\_  
Ethan Fink, Mayor

ATTEST:

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

**CERTIFICATE OF ATTESTATION**

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 07 (Series No. 2024), was introduced, read, and passed by the Ouray City Council on first reading on \_\_\_\_\_, 2024. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on \_\_\_\_\_, 2024 and thereafter introduced, read, and adopted by the Ouray City Council on \_\_\_\_\_, 2024, and thereafter published in the *Ouray County Plaindealer*, as required by law.

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

**ORDINANCE NO. 8 (Series No. 2024)**

**AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING WATER, SEWER, REFUSE, AND RECYCLING RATES FOR 2025**

**WHEREAS**, the City of Ouray (City) finds it necessary to increase the water base rate, sewer base rate, refuse base rate, and recycling base rate; and

**WHEREAS**, the City finds it can decrease the water system upgrade surcharge and waste water treatment surcharge due to the revenues from the Excise Tax on short-term rentals; and

**WHEREAS**, the water, sewer, and refuse/recycling service fees will not change.

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

**SECTION 1:**

Chapter 9, Section 10, Subsection C, paragraphs 1, 2, 4, and 5 of the Code of the City of Ouray, Colorado, are repealed and replaced as follows:

1. Water Base Rate is \$44.80 per month per EQR.
2. Sewer Base Rate is \$59.38 per month per EQR.
4. Water System Upgrade Surcharge is \$17.30 per month per EQR.
5. Wastewater Treatment Surcharge is \$54.59 per month per EQR.

**SECTION 2:**

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

2. Refuse Base Rate is \$32.68 per month.
3. Recycling Base Rate is \$6.89.

**SECTION 3: Effective Date**

The provisions of this Ordinance shall become effective on January 1, 2025

**SECTION 4: Savings Clause**

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

**SECTION 5: Severability**

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

INTRODUCED, READ, APPROVED AS INTRODUCED AND ORDERED PUBLISHED on first reading by \_\_\_\_\_ vote of the Ouray City Council, this 4<sup>th</sup> day of November, 2024.

CITY OF OURAY, COLORADO

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

ATTEST:

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

INTRODUCED, READ, AND ADOPTED on second reading by \_\_\_\_\_ vote of the Ouray City Council, this 18<sup>th</sup> day of November, 2024.

CITY OF OURAY, COLORADO

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

ATTEST:

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

**CERTIFICATE OF ATTESTATION**

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 8 (Series No. 2024), was introduced, read, passed on first reading on November 4, 2024. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on November \_\_\_\_\_, 2024, and thereafter introduced, read, and adopted by the Ouray City Council on November 18, 2024, and thereafter published in the *Ouray County Plaindealer* as required by law.

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



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

Proclamation 5, Series 2024  
**PARDONING OF THE TURKEYS**

**WHEREAS**, the City of Ouray has always been a place of interest and desire to which many people move, and

**WHEREAS**, the City of Ouray offers a safe and friendly place to call home to many animals as well, and

**WHEREAS**, since 2016, the City of Ouray has proudly pardoned the ever growing family and descendants of Tina the Turkey, that reside in the City;

**WHEREAS**, these turkeys are often seen visiting citizens around our City and having many moments captured on social media, and this brings a smile to all that happen upon them, and

**WHEREAS**, Thanksgiving is November 28, a date not always friendly to turkeys,

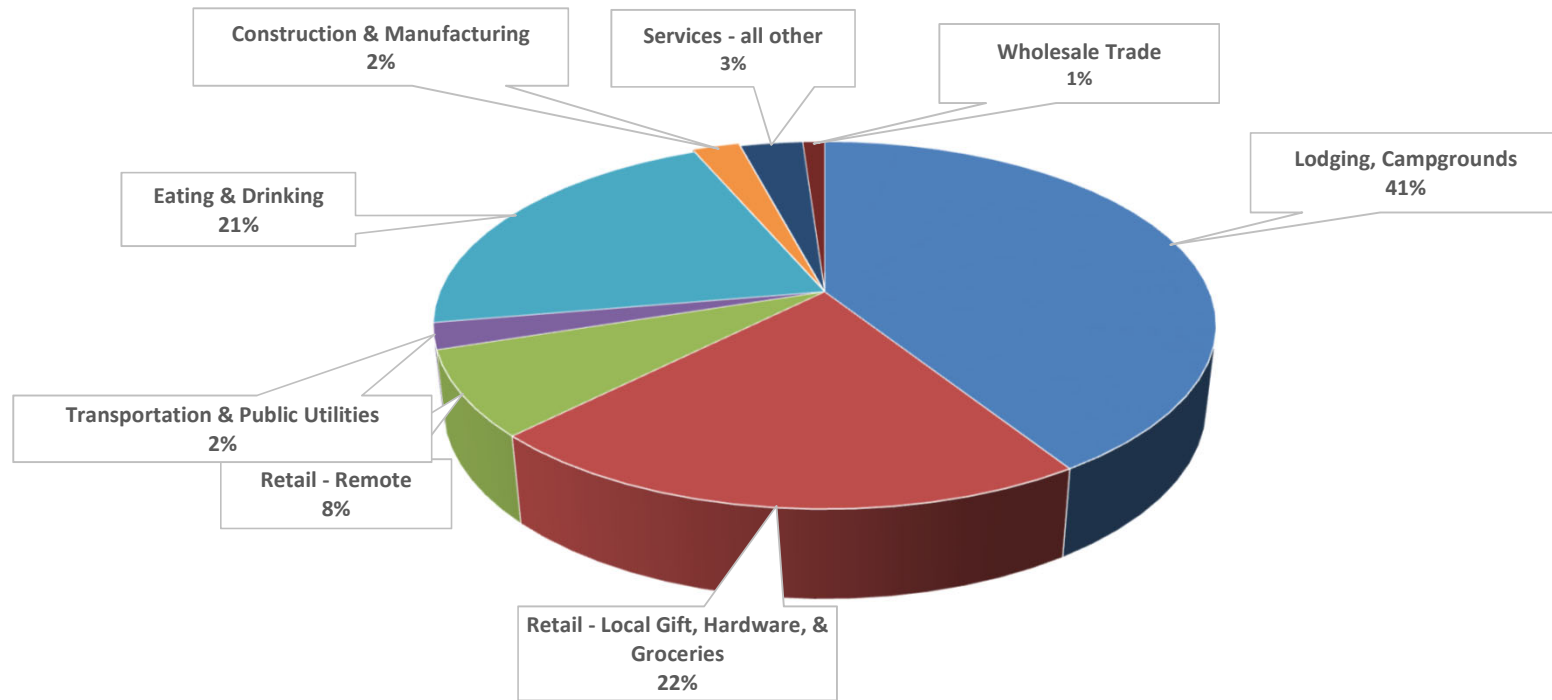
**NOW, THEREFORE**, I, Ethan Funk, Mayor of the City of Ouray, on behalf of the Ouray City Council and Citizens of Ouray, hereby pardon our local turkeys from any threat of human intervention or consumption; may they continue to roam freely and happily along our streets.

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

November 18, 2024

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

**City of Ouray**  
**June 2024 Sales Tax Revenues by Business Category**  
**(received in August 2024)**

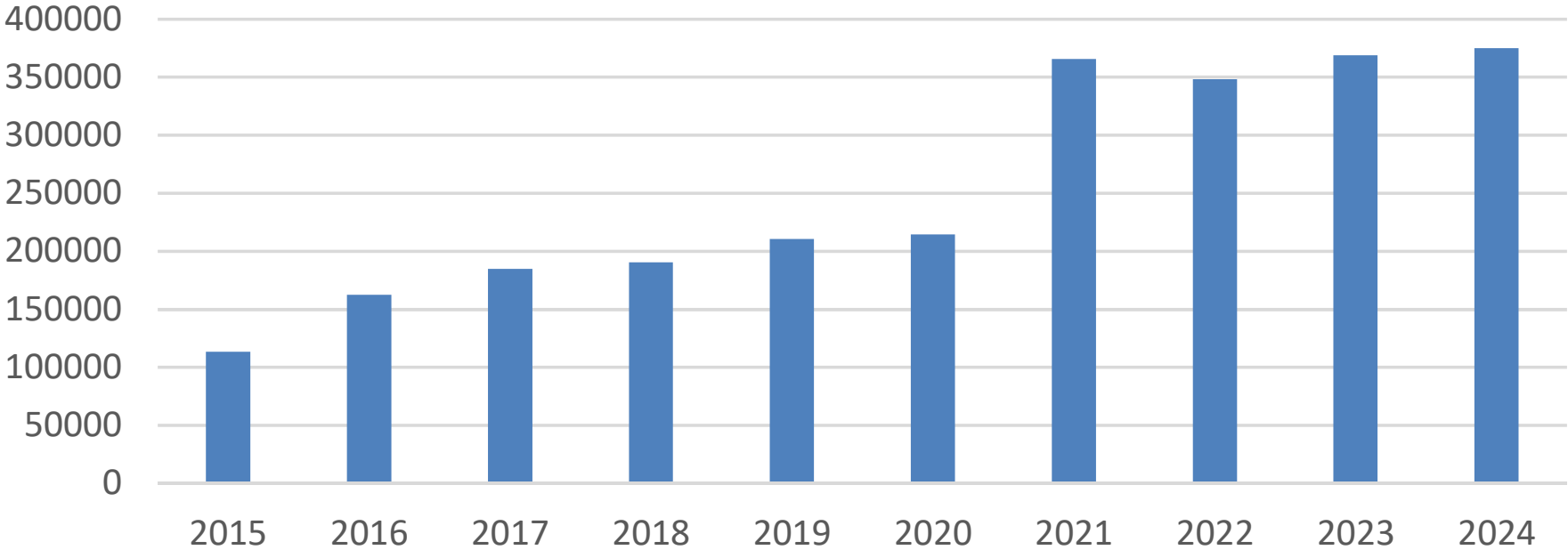


**CITY OF OURAY**  
**2024 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY**

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

2024 SALES TAX REVENUES BY BUSINESS CATEGORY							
(1) Funds received by City in: July (mostly re: May)							
Business Category	January	February	March	April	May	June	
Lodging, Campgrounds	\$ 32,828.21	\$ 55,664.35	\$ 56,276.56	\$ 53,525.63	\$ 53,814.04	\$ 40,374.35	
Retail - Local Gift, Hardware, & Groceries	\$ 24,774.67	\$ 41,173.24	\$ 30,254.11	\$ 25,475.53	29,463.16	\$ 21,524.69	
Retail - Remote	\$ 29,570.18	\$ 42,416.98	\$ 21,475.85	\$ 19,000.83	23,776.15	\$ 27,500.20	
Transportation & Public Utilities	10,498.73	13,123.23	16,179.72	13,914.72	12,346.59	10,756.15	
Eating & Drinking	22,336.34	25,615.00	25,070.51	33,719.56	24,822.86	19,476.14	
Construction & Manufacturing	9,316.95	4,858.16	2,569.79	3,241.48	10,730.46	8,002.01	
Services - all other	4,352.93	3,571.60	2,217.80	1,955.06	4,417.85	1,496.88	
Wholesale Trade	1,696.14	1,730.82	2,139.13	1,737.68	1,379.00	2,109.23	
<b>TOTAL</b>	<b>\$ 135,374.15</b>	<b>\$ 188,153.38</b>	<b>\$ 156,183.47</b>	<b>\$ 152,570.49</b>	<b>\$ 160,750.11</b>	<b>\$ 131,239.65</b>	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, Campgrounds	\$ 67,708.64	\$ 153,487.93					\$ 513,679.71
Retail - Local Gift, Hardware, & Groceries	\$ 38,355.26	\$ 80,730.09					\$ 291,750.75
Retail - Remote	\$ 24,730.33	\$ 28,168.78					\$ 216,639.30
Transportation & Public Utilities	8,904.96	8,656.73					94,380.83
Eating & Drinking	38,301.50	79,577.26					268,919.17
Construction & Manufacturing	5,994.41	8,682.42					53,395.68
Services - all other	2,436.88	11,502.76					31,951.76
Wholesale Trade	2,641.78	4,033.59					17,467.37
<b>TOTAL</b>	<b>\$ 189,073.76</b>	<b>\$ 374,839.56</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,488,184.57</b>

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



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

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

SALES TAX REVENUES BY BUSINESS CATEGORY

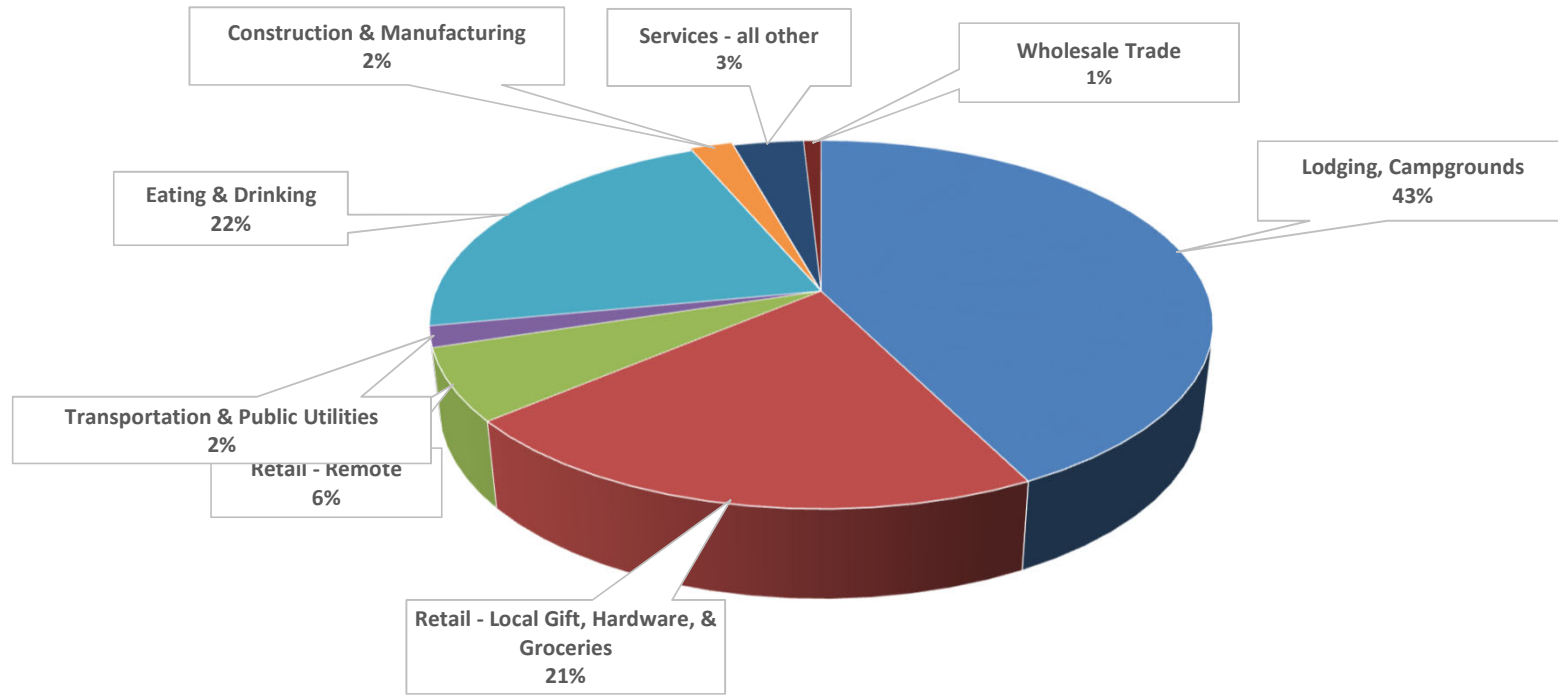
Business Category	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Lodging, campgrnds.	\$ 37,234.77	\$ 55,324.64	\$ 63,765.37	\$ 68,542.45	\$ 78,071.91	\$ 68,221.11	\$ 129,779.20	\$ 120,413.40	\$ 153,753.34	\$ 153,487.93
Retail - Local Gift, Hardware, & Groceries					40,820.67	46,147.82	80,564.94	\$ 77,459.81	\$ 77,029.12	\$ 80,730.09
Retail - Remote					24,312.87	34,366.94	40,279.62	\$ 33,912.32	\$ 29,745.62	\$ 28,168.78
Retail - groceries, liquor, candy, hardw	14,495.74	22,822.35	25,816.91	31,692.02						
Retail - gift, souvenir, variety, books	13,131.62	15,458.95	16,464.30	16,126.98						
Trans & Pub. Util.	6,199.43	6,497.76	7,278.84	6,461.56	8,159.57	7,004.14	8,758.71	8,968.41	8,903.44	8,656.73
Eating & Drinking	22,503.58	31,311.17	38,079.29	37,277.57	53,058.86	42,780.09	77,486.17	81,135.99	75,236.23	79,577.26
Const. & Manufacturing	12,527.48	17,055.95	19,305.80	17,779.93	1,785.74	3,246.39	8,930.58	7,405.18	4,834.01	8,682.42
Services - all other	2,407.39	7,532.16	7,776.20	6,437.73	2,508.36	10,635.22	15,429.77	13,784.39	11,907.70	11,502.76
Finance, Ins. Real Estate	4,003.09	5,928.52	6,384.33	6,072.96						
Wholesale Trade	290.00	372.21	179.77	369.08	1,734.70	2,179.91	4,394.10	5,437.80	7,595.64	4,033.59
Mining			-							
All Other	512.51	321.00	-							
<b>TOTAL</b>	<b>\$ 113,305.61</b>	<b>\$ 162,624.71</b>	<b>\$ 185,050.81</b>	<b>\$ 190,760.28</b>	<b>\$ 210,452.68</b>	<b>\$ 214,581.62</b>	<b>\$ 365,623.09</b>	<b>\$ 348,517.30</b>	<b>\$ 369,005.10</b>	<b>\$ 374,839.56</b>
				\$5,980.84 out-of-period	\$7,610.97 out-of-period	\$6,064.44 out-of-period	\$10,302.66 out-of-period	\$15,651.62 out-of-period	\$12,457.87 out-of-period	\$7,916.00 out-of-period

# 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>

**City of Ouray**  
**July 2024 Sales Tax Revenues by Business Category**  
**(received in September 2024)**



**CITY OF OURAY**  
**2024 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY**

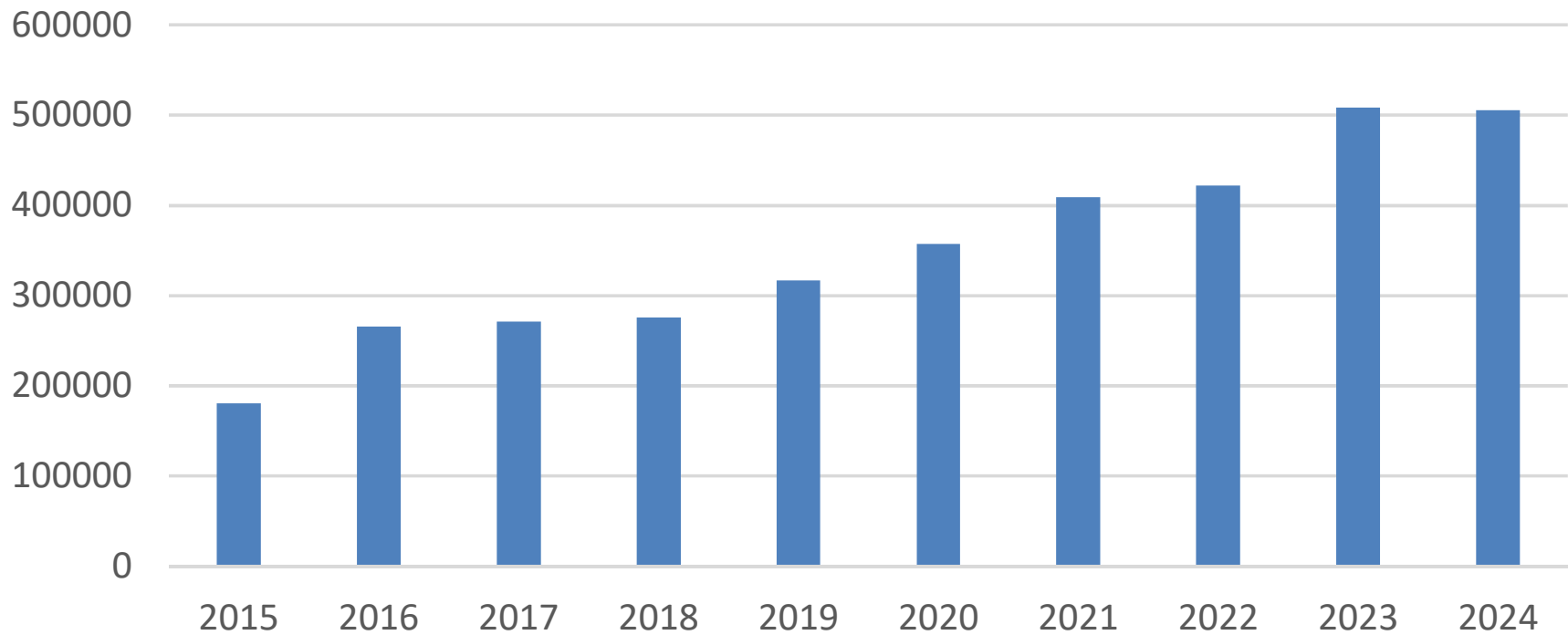
(1) Month tax received from State of Colorado, representing sales from two months earlier (e.g. tax shown as APRIL is mostly from FEBRUARY)

2024 SALES TAX REVENUES BY BUSINESS CATEGORY							
(1) Funds received by City in: July (mostly re: May)							
Business Category	January	February	March	April	May	June	
Lodging, Campgrounds	\$ 32,828.21	\$ 55,664.35	\$ 56,276.56	\$ 53,525.63	\$ 53,814.04	\$ 40,374.35	
Retail - Local Gift, Hardware, & Groceries	\$ 24,774.67	\$ 41,173.24	\$ 30,254.11	\$ 25,475.53	29,463.16	\$ 21,524.69	
Retail - Remote	\$ 29,570.18	\$ 42,416.98	\$ 21,475.85	\$ 19,000.83	23,776.15	\$ 27,500.20	
Transportation & Public Utilities	10,498.73	13,123.23	16,179.72	13,914.72	12,346.59	10,756.15	
Eating & Drinking	22,336.34	25,615.00	25,070.51	33,719.56	24,822.86	19,476.14	
Construction & Manufacturing	9,316.95	4,858.16	2,569.79	3,241.48	10,730.46	8,002.01	
Services - all other	4,352.93	3,571.60	2,217.80	1,955.06	4,417.85	1,496.88	
Wholesale Trade	1,696.14	1,730.82	2,139.13	1,737.68	1,379.00	2,109.23	
<b>TOTAL</b>	<b>\$ 135,374.15</b>	<b>\$ 188,153.38</b>	<b>\$ 156,183.47</b>	<b>\$ 152,570.49</b>	<b>\$ 160,750.11</b>	<b>\$ 131,239.65</b>	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, Campgrounds	\$ 67,708.64	\$ 153,487.93	\$ 215,184.26				\$ 728,863.97
Retail - Local Gift, Hardware, & Groceries	\$ 38,355.26	\$ 80,730.09	\$ 107,399.02				\$ 399,149.77
Retail - Remote	\$ 24,730.33	\$ 28,168.78	\$ 31,890.27				\$ 248,529.57
Transportation & Public Utilities	8,904.96	8,656.73	9,335.45				103,716.28
Eating & Drinking	38,301.50	79,577.26	109,286.81				378,205.98
Construction & Manufacturing	5,994.41	8,682.42	10,532.03				63,927.71
Services - all other	2,436.88	11,502.76	17,403.91				49,355.67
Wholesale Trade	2,641.78	4,033.59	4,374.39				21,841.76
<b>TOTAL</b>	<b>\$ 189,073.76</b>	<b>\$ 374,839.56</b>	<b>\$ 505,406.14</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,993,590.71</b>

# CITY OF OURAY

## JULY SALES TAX REVENUE COMPARISON

### Over Past 10 Years



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

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

**SALES TAX REVENUES BY BUSINESS CATEGORY**

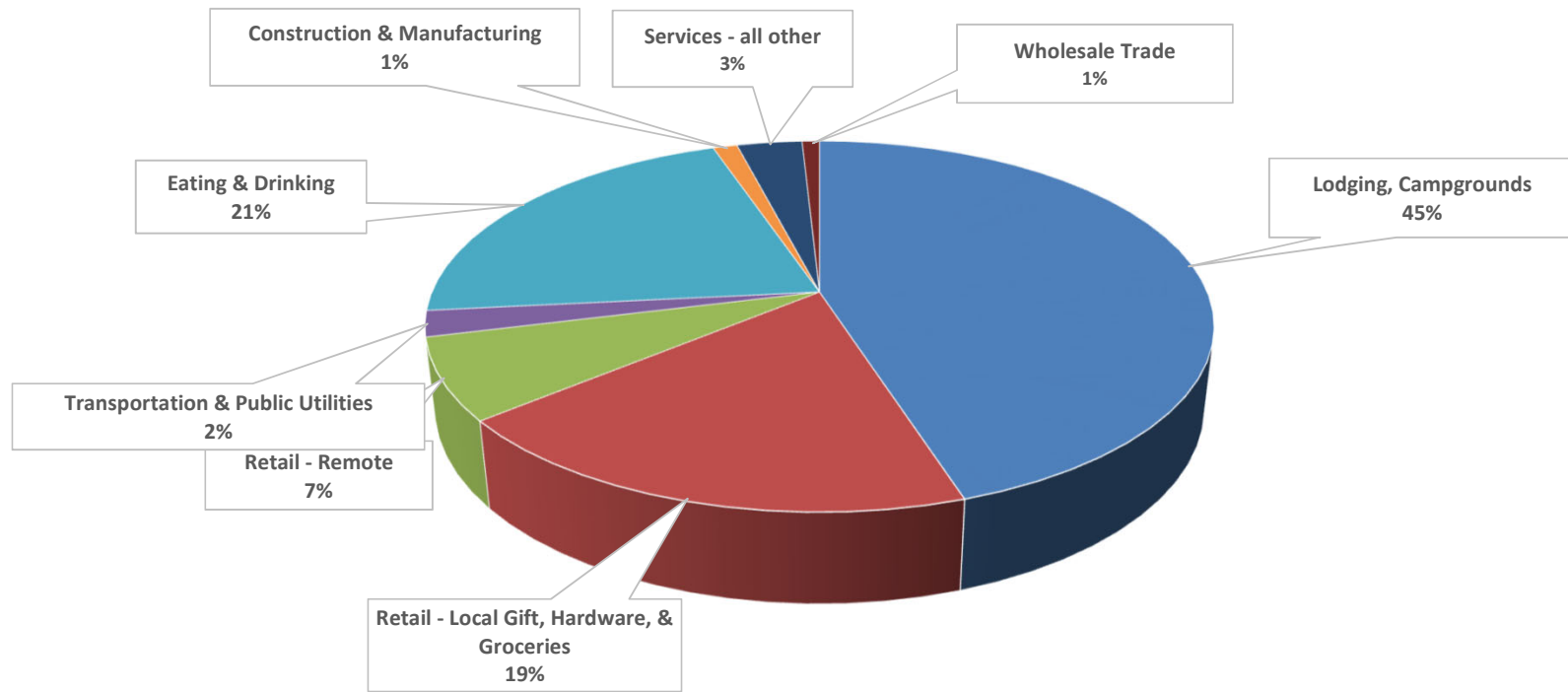
Business Category	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Lodging, campgrnds.	\$ 61,071.24	\$ 90,544.16	\$ 99,431.29	\$ 112,988.15	\$ 126,807.22	\$ 138,029.22	\$ 161,952.13	\$ 167,117.51	\$ 206,348.28	\$ 215,184.26
Retail - Local Gift, Hardware, & Groce	25,248.04	36,648.52			66,406.83	83,403.22	97,886.15	94,700.55	107,396.91	107,399.02
Retail - Remote	18,119.97	26,921.45			23,844.82	26,273.14	39,290.50	25,705.46	29,938.83	31,890.27
Retail - groceries, liquor, candy, hardw	6,548.37	7,557.69	35,795.43	39,710.28						
Retail - gift, souvenir, variety, books	33,058.00	53,120.40	26,720.55	23,940.58						
Trans & Pub. Util.	17,305.76	24,409.82	7,313.49	7,620.27	8,481.85	7,618.04	8,917.35	8,751.17	9,643.46	9,335.45
Eating & Drinking	2,618.39	7,429.28	51,789.07	48,960.24	82,551.16	71,465.90	73,214.65	101,857.71	121,064.42	109,286.81
Const. & Manufacturing	16,137.44	18,755.74	23,542.83	24,435.26	4,389.99	3,089.93	2,022.14	1,965.22	4,333.87	10,532.03
Services - all other	658.84	197.56	11,446.96	9,124.30	2,109.50	24,523.99	21,820.16	16,540.83	22,505.84	17,403.91
Finance, Ins. Real Estate			14,858.76	8,558.28						
Wholesale Trade			164.71	538.27	2,151.08	2,880.66	3,970.04	5,248.93	7,050.65	4,374.39
Mining			-							
All Other	2.85		-							
<b>TOTAL</b>	<b>\$ 180,768.90</b>	<b>\$ 265,584.62</b>	<b>\$ 271,063.09</b>	<b>\$ 275,875.63</b>	<b>\$ 316,742.45</b>	<b>\$ 357,284.10</b>	<b>\$ 409,073.12</b>	<b>\$ 421,887.38</b>	<b>\$ 508,282.26</b>	<b>\$ 505,406.14</b>
				\$4,991.24 out-of-period	\$6,946.65 out-of-period	\$23,636.19 out-of-period	\$4,412.48 out-of-period	\$32,377.83 out-of-period	\$18,316.20 out-of-period	\$14,165.09 out-of-period

# Year to Date Sales Tax Comparison

Percentage Change  
from 2023

July 2023 Activity	\$ 508,282.26	
July 2024 Activity	\$ 505,406.14	<b>-0.57%</b>
Jan-Jul 2023 Activity	\$ 1,664,191.78	
Jan-Jul 2024 Activity	\$ 1,670,063.18	<b>0.35%</b>

**City of Ouray**  
**September 2024 Sales Tax Revenues by Business Category**  
**(received in November 2024)**



**CITY OF OURAY**  
**2024 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY**

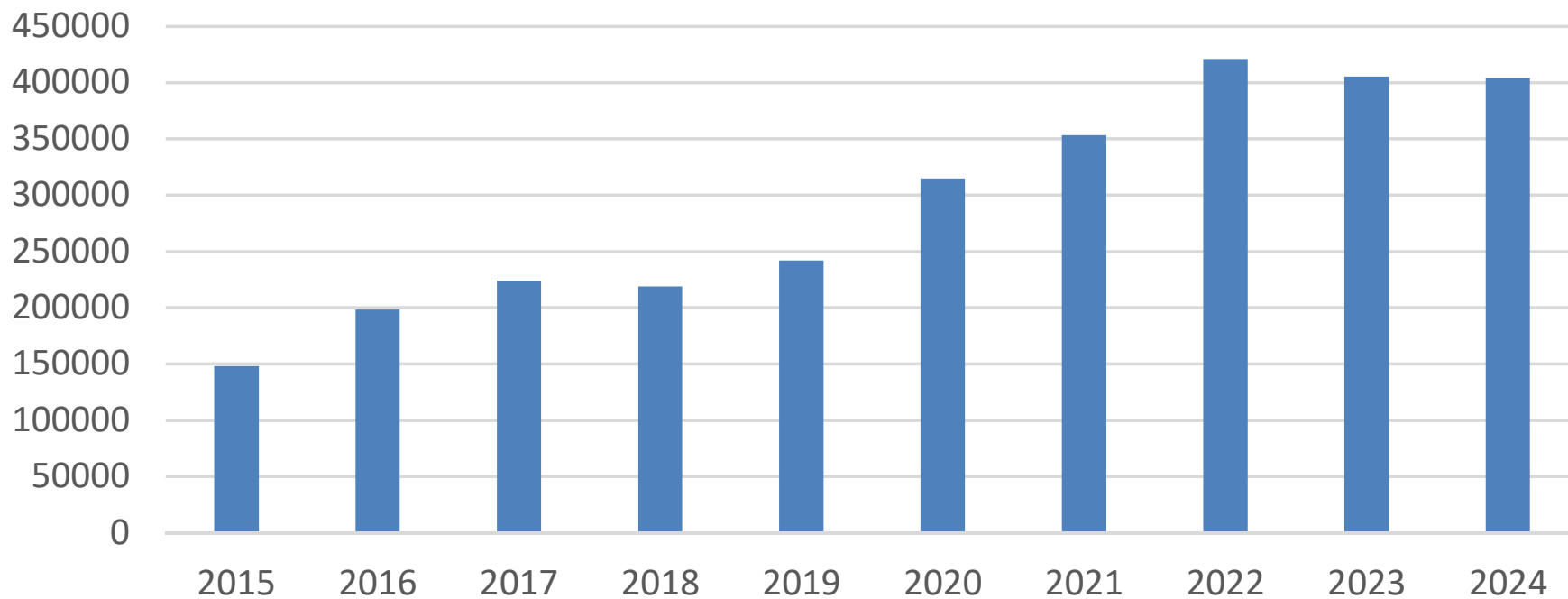
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Retail - Remote	\$ 29,570.18	\$ 42,416.98	\$ 21,475.85	\$ 19,000.83	23,776.15	\$ 27,500.20	
Transportation & Public Utilities	10,498.73	13,123.23	16,179.72	13,914.72	12,346.59	10,756.15	
Eating & Drinking	22,336.34	25,615.00	25,070.51	33,719.56	24,822.86	19,476.14	
Construction & Manufacturing	9,316.95	4,858.16	2,569.79	3,241.48	10,730.46	8,002.01	
Services - all other	4,352.93	3,571.60	2,217.80	1,955.06	4,417.85	1,496.88	
Wholesale Trade	1,696.14	1,730.82	2,139.13	1,737.68	1,379.00	2,109.23	
<b>TOTAL</b>	<b>\$ 135,374.15</b>	<b>\$ 188,153.38</b>	<b>\$ 156,183.47</b>	<b>\$ 152,570.49</b>	<b>\$ 160,750.11</b>	<b>\$ 131,239.65</b>	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, Campgrounds	\$ 67,708.64	\$ 153,487.93	\$ 215,184.26	\$ 189,524.55	\$ 181,933.83		\$ 1,100,322.35
Retail - Local Gift, Hardware, & Groceries	\$ 38,355.26	\$ 80,730.09	\$ 107,399.02	\$ 82,769.47	\$ 76,848.69		\$ 558,767.93
Retail - Remote	\$ 24,730.33	\$ 28,168.78	\$ 31,890.27	\$ 29,961.26	\$ 28,678.13		\$ 307,168.96
Transportation & Public Utilities	8,904.96	8,656.73	9,335.45	9,480.73	9,154.78		122,351.79
Eating & Drinking	38,301.50	79,577.26	109,286.81	92,175.82	86,391.10		556,772.90
Construction & Manufacturing	5,994.41	8,682.42	10,532.03	5,978.13	4,773.73		74,679.57
Services - all other	2,436.88	11,502.76	17,403.91	11,485.27	12,906.84		73,747.78
Wholesale Trade	2,641.78	4,033.59	4,374.39	4,511.14	3,443.43		29,796.33
<b>TOTAL</b>	<b>\$ 189,073.76</b>	<b>\$ 374,839.56</b>	<b>\$ 505,406.14</b>	<b>\$ 425,886.37</b>	<b>\$ 404,130.53</b>	<b>\$ -</b>	<b>\$ 2,823,607.61</b>

# CITY OF OURAY

## SEPTEMBER SALES TAX REVENUE COMPARISON

### Over Past 10 Years



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

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

SALES TAX REVENUES BY BUSINESS CATEGORY

Business Category	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Lodging, campgrnds.	\$ 56,042.75	\$ 74,104.68	\$ 86,113.49	\$ 86,255.45	\$ 99,997.70	\$ 116,680.33	\$ 130,738.33	\$ 162,978.60	\$ 177,862.81	\$ 181,933.83
Retail - Local Gift, Hardware, & Groceries					48,454.56	68,429.62	80,093.33	\$ 82,962.74	\$ 81,367.70	\$ 76,848.69
Retail - Remote					13,496.64	33,236.53	32,340.40	\$ 40,603.79	\$ 25,939.19	\$ 28,678.13
Retail - groceries, liquor, candy, hardw	20,441.44	25,887.02	29,429.54	35,160.90						
Retail - gift, souvenir, variety, books	18,149.84	16,489.93	19,856.43	14,051.38						
Trans & Pub. Util.	6,619.47	7,118.80	6,902.10	6,945.20	7,987.79	8,193.44	8,242.30	8,624.66	9,244.57	9,154.78
Eating & Drinking	22,245.00	40,913.49	46,752.56	42,077.01	60,114.11	68,116.10	75,580.05	95,325.96	85,692.44	86,391.10
Const. & Manufacturing	12,044.69	18,529.54	19,515.90	21,778.86	5,527.96	4,716.23	10,695.07	13,935.38	7,443.36	4,773.73
Services - all other	4,091.83	7,019.67	8,279.08	7,999.76	4,811.89	13,052.85	13,246.95	11,917.45	12,036.61	12,906.84
Finance, Ins. Real Estate	7,512.77	7,185.45	6,731.28	4,261.52						
Wholesale Trade	312.18	179.79	245.01	282.12	1,491.24	2,473.32	2,602.32	4,710.63	5,861.12	3,443.43
Mining			-							
All Other	479.00	743.00	-							
<b>TOTAL</b>	<b>\$ 147,938.97</b>	<b>\$ 198,171.37</b>	<b>\$ 223,825.39</b>	<b>\$ 218,812.20</b>	<b>\$ 241,881.89</b>	<b>\$ 314,898.42</b>	<b>\$ 353,538.75</b>	<b>\$ 421,059.21</b>	<b>\$ 405,447.80</b>	<b>\$ 404,130.53</b>
				\$5,586.04 out-of-period	\$13,190.74 out-of-period	\$5,932.97 out-of-period	\$20,277.58 out-of-period	\$38,063.77 out-of-period	\$3,003.49 out-of-period	\$13,306.40 out-of-period

# Year to Date Sales Tax Comparison

Percentage Change  
from 2023

September 2023 Activity	\$ 405,447.80	
September 2024 Activity	\$ 404,130.53	<b>-0.32%</b>
Jan-Sep 2023 Activity	\$ 2,489,446.16	
Jan-Sep 2024 Activity	\$ 2,500,080.08	<b>0.43%</b>

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	\$ 141,496.13	9.8%	6.5%
August	\$ 90,863.82	\$ 99,257.44	\$ 118,181.94	19.1%	9.4%
September	\$ 83,065.86	\$ 92,170.25	\$ 84,068.74	-8.8%	6.2%
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>\$ 552,569.16</b>		

Revenue by Fund	2022	2023	YTD 2024	Cumulative
Affordable/Attainable Housing	\$ 277,664.74	\$ 309,343.96	\$ 276,284.58	\$ 863,293.28
Water Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 138,142.29	\$ 431,646.64
Sewer Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 138,142.29	\$ 431,646.64
<b>Cumulative Total Raised</b>				<b>\$ 1,726,586.55</b>

Affordable Housing Revenue and Expenses	2022	2023	YTD 2024	Cumulative
Total Raised	\$ 277,664.74	\$ 309,343.96	\$ 276,284.58	\$ 863,293.28
Total Spent	\$ (110,000.00)	\$ (67,849.69)	\$ (132,882.16)	\$ (310,731.85)
Total Remaining	\$ 167,664.74	\$ 241,494.27	\$ 143,402.42	\$ 552,561.43

Average 2024 YTD Income Reported Per Property	\$ 31,601.64
Average 2024 YTD Excise Tax Paid Per Property	\$ 4,740.25

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
8/28/2024	Economic & Planning Systems Inc	\$ 2,500.00	Housing needs analysis
9/18/2024	Home Trust of Ouray County	\$ 100,000.00	River Walk Rentals

## 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	20,874	-1.40%
September	14,334	9,258	16,065	16,397	14,833	11,946	13,612	14,652	15,634	15,208	-2.72%
October	7,360	62	9,834	8,771	9,596	10,699	9,368	10,135	11,035	12,238	10.90%
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>142,342</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	\$ 423,754.26	1.05%
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	\$ 278,649.03	-1.70%
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	\$ 223,633.93	5.84%
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>\$ 2,823,448.29</b>	

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

**VISITORS**

	2018	2019	2020	2021	2022	2023	2024	Incr./Decr. Visitors	24 vs. 23 %
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	17802	1,591	9.81%
SEPTEMBER	8914	9903	14033	12245	13207	14331	14698	367	2.56%
OCTOBER	3963	5721	10540	8022	9416	9727	11019	1,292	13.28%
<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>100,755</b>	<b>10,896</b>	

**REVENUES**

	2018		2019		2020		2021		2022		2023		2024		Incr./Decr.	24 vs. 23
	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	\$ 110,588.50	\$ 7,754.67	\$ 6,569.49	5.88%
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	\$ 91,123.00	\$ 9,619.60	\$ 1,698.72	1.72%
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	\$ 67,778.00	\$ 8,870.30	\$ 10,834.68	16.46%
<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>\$ 620,456.00</b>	<b>\$ 54,760.70</b>	<b>\$ 60,018.13</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	\$ 3,369.09	\$ 277.00	\$ 252.50	\$ (66.51)	-2%
August	\$ 1,281.05	\$ 684.85	\$ 2,669.69	\$ 648.85	\$ 378.75	\$ 2,360.70	\$ 387.00	\$ 378.75	\$ (570.84)	-15%
September	\$ 1,814.71	\$ 676.95	\$ 2,834.91	\$ 698.00	\$ 75.75	\$ 3,482.57	\$ 360.00	\$ 277.75	\$ 511.66	14%
October	\$ 1,383.05	\$ 275.00	\$ 1,096.11	\$ 253.00	\$ 227.25	\$ 1,636.08	\$ 225.00	\$ 50.50	\$ 335.22	21%
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>\$ 18,375.02</b>	<b>\$ 2,032.00</b>	<b>\$ 1,411.00</b>	<b>\$ 3,240.04</b>	
		\$ 8,338.22			\$ 19,206.17			\$ 21,818.02		

percent of sales earning profit

75%

71%

84%

## October - November 2024 IT Highlights

- Miner's park power issues are corrected with network devices back online and up to date again.
- Public Works has turned off all alarms from the old SCADA system and now obtains SCADA from new resources put in place. The old SCADA system is still being utilized by the Ouray Hot Springs.
- Accessibility Remediation QA coordination continues for the City and Visit Ouray websites, 76% of Priority 1/Priority 2 issue fixes were verified on the City Site. Work continues on the Visit Ouray site.
- PDF accessibility remediation online licenses are ordered for 20 City staff. This is part of a grant via SIPA with no cost to the City. The online version is very intuitive and will easily guide staff to remediate accessibility issues found in PDF files.
- Cell extender installed at the WasteWater Operations building.
- Bug submitted to the finance software vendor to correct presentation of data from online portal. A work around is in use for now.
- WasteWater staff, multiple monitors installed.
- City Hall copier firmware upgrade completed.
- AV improvements in Massard and San Juan wiring and installation completed. Final testing and configuration will happen the week of 11/18.
- Network security device updates completed to be on the latest preferred version.
- Work has started to migrate to a new security software grant offering. This should not affect any operations for staff.
- Server Updates completed without any issues for a normalized process.



# CCEC Report

Friday, 11.15.2024

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## Ouray Main Street Committee Updates







1. The regular monthly meeting was held on November 13, 2024. The [agenda](#) and previous minutes are available on our [website](#).
2. A Ouray Chamber representative has attended the last two meetings and would like to be the official representative on the Main Street Committee for the Chamber. Her name is Beth Edwards. Her request will appear on the December 2nd City Council agenda. Ouray Main Street will then only need a representative from TAC to fulfill our seat representatives.
3. Deliverables from the September 16 Workshop with Ayres for a Downtown Master Plan have been delivered, [DRAFT Ouray Main Street Plan.pdf](#). The Main Street Committee is currently reviewing, along with our DOLA representatives. Feedback is being captured in a shared document for future discussion. With current staff changes, the comment from DOLA is, "First and foremost, you need to get a new City Administrator, followed by a Community Development Director. Once settled in, the City Council will need to determine the priority for this and the budget. That will determine the avenue for future funding. If the budget is for an LPC grant, you can talk about this with Patrick at a later time."
4. Lou Hart and Autumn Bailey met with the Plaindealer via a phone interview on October 17. The article appeared in the Plaindealer's October 30th edition titled, ["Colorado Main Street Community Initiative Could Unlock Funding for Business Revitalization."](#)
5. October 23, 2024 - 3:00 pm: DOLA representatives were on-site for their annual visit. The Main Street Committee celebrated some of our Year-Rounder businesses by presenting them with certificates, window-clings, a song for some, and much applause (with pom-poms)! [Here is a shared folder](#) where we are adding photos from that day, which is also available on our committee page for public viewing at [tinyurl.com/Ouray-Main-Street](https://tinyurl.com/Ouray-Main-Street). They will also receive a digital badge and recognition of this certification on our City website as well as our Visit Ouray website. Kailey Rhoten and Autumn Bailey are discussing how the digital side will be executed.

- a. We will recognize the remaining businesses at our Ouray Yule celebration before the Tree Lighting on December 7, starting around 5:00 pm. Please feel free to join us!
- b. Eligible businesses must be registered with the City of Ouray, be open a minimum of 46 weeks per year, and maintain consistent business hours. The committee also discussed the inclusion of businesses that may not have a brick-and-mortar so as not to exclude the arts programs we have available.

## YEAR-ROUNDER

6. On October 24, an abbreviated tour of Ouray Main Street was provided by local Ouray County Historical Society member Jenny Hart. Even though it was “abbreviated,” the amount of knowledge bestowed upon our group was impressive. We had 13 attendees for the tour, and the Main Street Managers of our surrounding regional areas expressed much gratitude and appreciation for learning more about our beautiful city. Some of them had not yet been to Ouray and said they would definitely be coming back! Photos of the tour are included in the [shared Year-Rounder folder here](#) (for now).
7. Continuous work on updating the [Ouray Main Street committee webpage](#).

## Ouray Yule Celebration - Now Powered by Ouray Main Street

1. The Ouray High School has provided [three poster options](#), which we will print a few for around town. The main marketing ad is being finalized by Saturday, November 16, and will be in the Plaindealer for 3 weeks. It will also be messaged to an extensive press release contact list, which includes surrounding newspapers and radio stations.
2. The Main Street Committee has volunteers gathering donations for prizes and raffle drawings.
3. The Beautification Committee has a beautiful tree up in front of Colorado West. Autumn is working on a fun way to initiate the tree lighting that pays homage to the mining history.
4. The main events are as follows:
  -  Jeep Raffle!  5:00 pm
  -  Tree Lighting!  Dusk
  -  Holiday Parade!  6:00 pm
5. Updates to the full schedule for Yule will be provided on Saturday, November 16, on the [12/07 Ouray Yule \(Planning & Info Page\)](#) in our Latest News section.

## PIO Updates

### Ouray County Hazard Mitigation Plan meeting

1. The Ouray County Hazard Mitigation Plan & Community Wildfire Protection Plan planning group held the Ouray County Evacuation Plan Tabletop Exercise on November 7, 2024. Representatives were broken into groups and worked through different hazard situations to find gaps in needs. The Ouray County Multijurisdictional Emergency Operations Plan has reached the next stage in its update process and has been submitted to the state for grading. We still have opportunities for modifications as the Plan is not scheduled for adoption by the BOCC until December 17, 2024.

## Police Department Events

### Stuff the Cruiser

1. Stuff the Cruiser is ongoing until the Monday before Thanksgiving. You can drop off non-perishable or frozen food, as well as cash donations, at City Hall from 8 a.m. to 4 p.m. Questions? Contact Sergeant Justin Crandall at 970-325-7091. We will be delivering dinners on Tuesday, November 26.
2. A press release was sent out, as well as ads in the Plaindealer, social media events were created, and social posts are ongoing.

### Cocoa with a Po-Po

1. Starting this month, the Ouray Police Department will be starting monthly Cocoa with a Po-Po on the fourth Wednesday of each month through January. November 27th will be the first one, so be on the lookout for details on the location and time of morning to join our peacekeepers for some java and jabbing!

### Shop with a Cop

1. December 14th is the Annual Shop with a Cop, arranged by the Ouray County Sherriff's Department. Our peacekeepers will be joining in for a fun-filled day with local children.

## Popcorn with a Po-Po

1. The PD has scheduled a movie and popcorn night for December 21st in the Community Center. We will have more details soon once a movie is decided upon. For now, save the date. Plan on bringing comfy blankets and beanbags, and let our peacekeepers make you a bag of popcorn while you get cozy!

CITY OF OURAY

ORDINANCE NO. 07 (Series 2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO AMENDING CHAPTER 10-5 OF THE ANIMAL REGULATIONS TO ADD A NEW OFFENSE OF INTENTIONAL MISREPRESENTATION OF A SERVICE ANIMAL OR A SERVICE AMINAL IN TRAINING; AND ADOPTIONG PENALTIES THEREON.

WHEREAS, City Council considered a request from Main Steet businesses to adopt a municipal offense for persons who intentionally misrepresents an animal in his or her possession as a service animal;

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

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

**SECTION 1: REPEAL**

Chapter 10, Section 10-5, Subsection 0 and P of Chapter 10, Police Regulations are repealed in their entirety.

**SECTION 2: NEW SECTION**

Chapter 10, Section 10-5-A is amended to add the following new subsection 4 through 8 as follows:

4. **Disability** has the same meaning as set forth in the federal “Americans with Disabilities Act of 1990”, 42 U.S.C. § 12101 et seq., and its related amendments and implementing regulations.
5. **Qualified individual with a disability** has the same meaning as set forth in the federal “Americans with Disabilities Act of 1990”, 42 U.S.C. § 12101 et seq., and its related amendments and implementing regulations.

6. **Service animal** has the same meaning as set forth in the implementing regulations of Title II and Title III of the federal “Americans with Disabilities Act of 1990”, 42 U.S.C. § 12101 et seq.
7. **Service-animal-in-training** means a dog or miniature horse that is being individually trained to do work or perform tasks for the benefit of a qualified individual with a disability.
8. **Trainer of a service animal** means a person who is individually training a service animal to do work or perform tasks for the benefit of a qualified individual with a disability.

### **SECTION 3: NEW SECTION**

Chapter 10, Section 10-5 is amended to add the following new subsection O and P as follows:

O. **Intentional Misrepresentation of a Service Animal**

1. A person intentionally misrepresents an animal in his or her possession as his or her service animal or service-animal-in training for the purpose of obtaining any of the rights or privileges set forth in C.R.S. § 24-34-803;
2. The person was previously given a written or verbal warning regarding the fact that it is illegal to intentionally misrepresent a service animal; and
3. The person knows that the animal in question is not a service animal or service-animal-in-training.

P. **Penalties**

It shall be unlawful to violate any provision of this Section 10-5. Violations of this Chapter are declared to be a nuisance, which may be abated in any lawful manner or upon a conviction thereof, be subject to fine as set forth by resolution of City Council, as amended from time to time. Each offense of violation of this section constitutes a separate and distinct violation.

**SECTION 4: EFFECTIVE DATE**

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

**SECTION 5: SEVERABILITY**

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

**INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED** on first reading by \_\_\_\_\_ vote of the Ouray City Council this 4th day of November 2024.

CITY OF OURAY, COLORADO

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

ATTEST:

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

**INTRODUCED, READ, AND ADOPTED** on second reading by \_\_\_\_\_ vote of the Ouray City Council this \_\_\_\_ day of November 2024.

CITY OF OURAY, COLORADO

\_\_\_\_\_  
Ethan Fink, Mayor

ATTEST:

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

**CERTIFICATE OF ATTESTATION**

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 07 (Series No. 2024), was introduced, read, and passed by the Ouray City Council on first reading on \_\_\_\_\_, 2024. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on \_\_\_\_\_, 2024 and thereafter introduced, read, and adopted by the Ouray City Council on \_\_\_\_\_, 2024, and thereafter published in the *Ouray County Plaindealer*, as required by law.

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

**ORDINANCE NO. 8 (Series No. 2024)**

**AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING WATER, SEWER, REFUSE, AND RECYCLING RATES FOR 2025**

**WHEREAS**, the City of Ouray (City) finds it necessary to increase the water base rate, sewer base rate, refuse base rate, and recycling base rate; and

**WHEREAS**, the City finds it can decrease the water system upgrade surcharge and waste water treatment surcharge due to the revenues from the Excise Tax on short-term rentals; and

**WHEREAS**, the water, sewer, and refuse/recycling service fees will not change.

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

**SECTION 1:**

Chapter 9, Section 10, Subsection C, paragraphs 1, 2, 4, and 5 of the Code of the City of Ouray, Colorado, are repealed and replaced as follows:

1. Water Base Rate is \$44.80 per month per EQR.
2. Sewer Base Rate is \$59.38 per month per EQR.
4. Water System Upgrade Surcharge is \$17.30 per month per EQR.
5. Wastewater Treatment Surcharge is \$54.59 per month per EQR.

**SECTION 2:**

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

2. Refuse Base Rate is \$32.68 per month.
3. Recycling Base Rate is \$6.89.

**SECTION 3: Effective Date**

The provisions of this Ordinance shall become effective on January 1, 2025

**SECTION 4: Savings Clause**

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

**SECTION 5: Severability**

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

INTRODUCED, READ, APPROVED AS INTRODUCED AND ORDERED PUBLISHED on first reading by \_\_\_\_\_ vote of the Ouray City Council, this 4<sup>th</sup> day of November, 2024.

CITY OF OURAY, COLORADO

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

ATTEST:

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

INTRODUCED, READ, AND ADOPTED on second reading by \_\_\_\_\_ vote of the Ouray City Council, this 18<sup>th</sup> day of November, 2024.

CITY OF OURAY, COLORADO

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

ATTEST:

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

**CERTIFICATE OF ATTESTATION**

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 8 (Series No. 2024), was introduced, read, passed on first reading on November 4, 2024. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on November \_\_\_\_\_, 2024, and thereafter introduced, read, and adopted by the Ouray City Council on November 18, 2024, and thereafter published in the *Ouray County Plaindealer* as required by law.

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

**Appendix F:**

**FIRST AMENDED OPERATIONS AGREEMENT AND COVENANT**

**Provider for Family Child Care Home Unit**

(Ouray Waterview Homes)

This First Amended Operations Agreement and Covenant (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the City of Ouray ("City"), a Colorado home rule municipality, with an address of PO Box 468, Ouray, CO 81427 and Ouray Homes, LLC, ("Developer") PO Box 4222, Telluride, CO 81435, their successors or assigns, and with [\_\_OWNER\_\_], an individual with an address of \_\_\_\_\_ ("Provider" or "Declarant") (each a "Party" and collectively the "Parties").

WHEREAS the Ouray Waterview Homes ("OWH") is a newly constructed, for-sale employee affordable housing neighborhood located in the City of Ouray;

WHEREAS the ownership and occupancy of all OWH housing units are subject to the Deed Restriction and Covenant Agreement Ouray Waterview Homes PUD, City of Ouray, ("Covenant") and the Ouray Waterview Homes Affordable Housing Regulations and Guidelines ("Guidelines").

WHEREAS City may delegate any obligations and designate authority under this agreement to the City of Ouray Housing Committee or to the Administrator.

WHEREAS prior to its construction, City and Developer determined to build one or more housing units in OWH for use as a Family Child Care Home Unit ("FCCH Unit") for the purpose of selling such unit to a qualified occupant who would use the unit as a licensed childcare facility to serve local families in need of such service ("Provider").

WHEREAS Provider has been qualified by the Developer and Administrator to own and occupy an OWH housing unit and will execute the Covenant at closing.

WHEREAS City desires to contract with a qualified family childcare home Provider for the provision of this childcare service out of the FCCH Unit who also qualifies to own and occupy an OWH housing unit pursuant to the Covenant and Guidelines.

WHEREAS City and Developer have engaged Bright Futures, a Colorado nonprofit corporation and designated by the State of Colorado as an Early Childhood Council and is also the Family Resource Center for Ouray County, who operates as an early childhood council and family resource center and has the expertise needed to advise Parties regarding the use and occupancy of the FCCH Unit, including identifying a qualified provider.

WHEREAS Provider has been prequalified by Bright Futures, to the extent possible, approved by the City, and qualified by the Administrator as meeting the provisions of the Covenant and Guidelines to operate the FCCH Unit for its intended purpose as a family childcare home.

WHEREAS Parties agree that community needs may evolve and change over time and that the FCCH Unit may better serve the community by providing expanded or different services; and

WHEREAS the Parties intend to work cooperatively to maintain the FCCH Unit in good standing and to meet the needs of the community and to support the Provider professionally and personally when circumstances demand.

Now, therefore, for and in consideration of the mutual promises and covenants contained here, the Parties mutually agree as follows:

1. Capitalized Words. Capitalized words and terms used in this Agreement are as defined in the Covenant and Guidelines unless otherwise defined herein.
2. Early Childhood Council (ECC). ECC is an entity established by the Colorado General Assembly in House Bill 07-1062. ECCs are designated by the State to increase and sustain the quality, accessibility, capacity, and affordability of early childhood programs and services for young children 0-5 years and their families. Further an ECC is directed to develop and implement a comprehensive system of early childhood services to ensure the school readiness of children in the areas of early care and education, family support, mental health, and health.
3. Bright Futures. Bright Futures is a Colorado not-for-profit corporation who is an ECC and had entered an MOU with Developer to fulfill the terms of the Agreement.
4. Ownership of FCCH Unit. Subject to the terms and conditions contained herein, Provider hereby covenants and agrees to operate a Family Child Care Home business on the following premises: [INSERT ADDRESS] ("Facility").
5. Binding Agreement. Parties intend, declare, and agree that the regulatory and restrictive covenants set forth herein governing the use of the FCCH Unit described and provided for herein shall be and are hereby covenants running with the land and are intended to be and shall be binding upon the Declarant and Beneficiaries and their successors in addition to the Covenant and Guidelines unless terminated in accordance with §6.b.
6. Term and Termination.
  - a. *Term*: Provider agrees to operate the Facility as provided in Section 8 for a minimum of ten (10) continuous years ("Minimum Term").
  - b. *Termination*. After fulfilling the Minimum Term, Provider may continue to operate the facility subject to Section 8, operate the Facility at a lower capacity, or discontinue the business without violating this Agreement.
  - c. *Failure to operate* the business for the Minimum Term as required by §6.a) may result in a default and require Owner-Provider to sell and vacate the Housing Unit. City and Bright Futures will work with Provider to ensure a smooth transition. See §10.
  - d. In the event Bright Futures ceases to exist and/or operate as described, Parties shall enter into a substantially similar agreement with its successor entity.

7. Use and Occupancy as a Residence. The FCCH Unit shall be occupied only by Provider, Provider's Household members, including any Qualified Tenants, and Provider's clients, and shall be used only as a primary residence and licensed family childcare home as further set forth in this Section and in Section 8.
  - a. *Temporary Occupancy Guests.* Guests that stay in the unit more than five (5) days in any given month shall be considered occupants, must be registered with City, shall be subject to terms of this Agreement, and must qualify with City subject to this Section.
  - b. *Excluded Persons.* An Excluded Person is a person who has been prohibited from entering the Facility or OWH by City or Court order. Provider shall not invite or allow Excluded Persons on the Facility.
  - c. *Ongoing Qualification.* Prior to occupying the Facility for residential purposes, all adult occupants (18 years of age or older) shall be qualified according to the Covenant and Guidelines' Qualification Policy for OWH, unless part of the Provider's Household, and must execute a separate lease as required by the Covenant and Guidelines. Provider shall not sublet any part of the Facility nor assign this Agreement, or any interest therein, without the written consent of City. Provider shall remain qualified under the Covenant and Guidelines and according to City's Qualification Policy for the Facility Section 8.a. Failure to maintain ongoing compliance with this Agreement shall constitute a material breach of the Covenant and Guidelines.
  
8. Use and Occupancy as a Licensed Family Child Care Home. The Facility shall be occupied only by the Provider and Provider's clients, and other authorized personnel.
  - a. *Provider Qualifications.* The Provider represents that they are a duly licensed family childcare home operator under all applicable regulations in the State of Colorado or that they have substantially met the Rural Homes Early Childhood Initiative and Ouray Provider Selection Process & Criteria and are on track to become duly licensed as a family childcare provider in the State of Colorado. Provider agrees to operate the Facility in compliance with such laws and regulations. The provider shall supply to City acceptable documents of licensing within three days of such request, and such documentation shall be kept current at all times.
  - b. *Eligibility of Clients, Waiting List and Priority.* The Facility shall be used primarily for children of families who work within the boundaries of Ouray County. Priority categories may be developed and instituted in conjunction with Bright Futures and could include categories such as families receiving benefits through Colorado Child Care Assistance Program (CCCAP), low income and hard to serve families, and Waterview neighborhood families, among others. Enrollment to the Facility will be based on an application and interview process. Provider shall maintain a waiting list for the Facility, if applicable.
  - c. *Dates and Hours of Operation.* Provider shall operate Facility for a minimum of 1,200 hours per year with a minimum of four (4) unique children per year. The Facility shall be

open to the Provider's clients on a regular basis and as contractually obligated to those clients.

- d. *Signs*. Provider shall not erect, maintain, or permit any temporary or permanent sign on the Facility except as specifically approved in writing by City. Any approved sign shall comply with any applicable sign code.
  - e. *Provider use of Facility*. The provider shall not use or permit the Facility to be used for any unlawful use, commit or permit waste of the Facility or use or permit use of the Facility to endanger or adversely affect any other occupants or the insurance covering the Facility. Provider shall not, nor shall Provider permit, family members, other occupants or guests, to keep or have on the Facility any item or property of a dangerous, flammable or explosive character or undertake any action which might unreasonably increase the danger of fire or other accident on the Facility.
9. Verification of Hours for Facility. In an attempt to reduce redundant paperwork requirements, Provider shall be allowed to submit verification of hours from forms already required by the State of Colorado, Division of Early Learning and Licensing and Administration (DELLA). Administration of verification shall be facilitated through Bright Futures. City may rely on Bright Futures to verify and report on Provider's hours of operation.
10. Winding Down Operations. In the event Provider has met the Minimum Term of operations, has been found in breach of this Agreement, or must close the business for any reason, Provider shall notify Bright Futures and City as soon as possible but not later than seven (7) days of the decision and/or requirement to close the Facility (Notice of Intent to Cease Operations). Upon receipt of a Notice of Intent to Cease Operations:
- a. Bright Futures will assist in the identification and vetting of new provider, including training and licensure, if applicable.
  - b. Bright Futures will assist in retraining Provider for any change in type of care, if applicable.
  - c. Provider shall cooperate with Bright Futures to identify a qualified family childcare provider who has been or will be qualified by the City to own and occupy an FCCH Unit or to an intermediary entity that will facilitate the same.
11. Utilities. The provider shall pay for water, sewer, and trash and recycling collection, domestic hot water, and heat to the Facility. Provider understands that the electrical system for the Facility is designed for normal residential use only and shall not install or operate any dangerous light bulbs, heavy-duty power tools or other potentially hazardous electrical or electronic devices.
12. Repair and Maintenance. Provider agrees that the Facility is in good order and repair and in a safe, clean and habitable condition as of the date of the Agreement.

- a. *Provider Responsibilities.* Provider shall keep the Facility in good order and in a safe, clean, and habitable condition at all times. If the Facility needs repair, Provider shall coordinate the performance of all repairs. Failure to keep the Facility in good order and in a safe, clean and habitable condition is a material breach of this Agreement.
- b. *Additional Responsibilities.* Provider shall provide snow removal for all exterior walkways and access to the Facility.
13. Rules and Regulations. Provider acknowledges receipt of a copy of the most current and up-to-date Rules Regulating Child Care Centers ("Rules") developed by the State of Colorado Early Learning Licensing and Administration and agrees to abide by such Rules promulgated by City as they may be amended from time to time. City shall give notice to Provider of any changes in the Rules prior to enforcement of such changes. Any violation of the Rules shall be deemed a material breach of this Agreement.
14. Compliance with Applicable Laws. Provider shall comply with all applicable local, state, and federal laws and regulations, violations of which shall be deemed a material breach of this Agreement.
15. Assignment of Agreement. Provider shall not assign, sublet, or sublease all or any part of Provider's rights or obligations under this agreement without written approval from the State licensing Committee and City's prior express written approval, which may be refused for any reason.
16. Insurance, Hazards, and Casualty Loss. In addition to the homeowner's insurance required by the Covenants, Provider shall provide adequate insurance for the Facility as follows:
- a. *Fire and Casualty Insurance and Loss.* At all times, the Provider shall maintain in force, at its expense insurance for fire and casualty loss to the Unit, including the Facility. This insurance should cover the Facility's trade fixtures, furnishings, equipment, or other personal property.
- b. *Other Insurance.* At all times, Provider shall maintain in force, at its expense, general commercial liability insurance (including bodily injury and property damage coverage) insuring Provider, with policy limits aggregating not less than one million dollars (\$1,000,000) in combined single limit coverage. Any policy under this provision shall provide that it shall not be canceled or materially changed without a minimum of ten (10) days prior written notice to City. Provider shall also obtain and maintain at all times during the Term all insurance required by state or federal law for its personnel, including, without limitation, worker's compensation and unemployment insurance coverage, and such documentation shall be kept current at all times.
- c. *Personal Property.* Provider may obtain, at Provider's sole expense, insurance on Provider's personal property and possessions.
17. Community Needs and Repurposing Goals. Parties agree that community needs may evolve over time and that the FCCH Unit may better serve the community as a different type of care

center. Upon proper notice and the opportunity for public comment, Parties may agree to modify the type of care provided at the Facility pursuant to §10.b.

18. Sale of FCCH Unit. In addition to the requirements of Covenant §7 Transfer of Property and Guidelines §6 Sale and Resale of Housing Units, Provider shall sell FCCH Unit only to a qualified childcare provider or Qualified Entity Owner who would operate a licensed family childcare home to serve local families in need of such service. Purchaser shall be subject to the most recent version of this Agreement adopted by the City.
19. Remedies. If Provider shall be in default or material breach of any covenants or agreements set forth in this Agreement and the default or material breach remains uncorrected for a period of fourteen (14) days after City has given written notice thereof, then City may, at City's option, undertake any the following remedies without limitation: (a) require Provider to undergo and pay for additional training as recommended by Bright Futures, or its successor; (b) require Provider to hire and pay for additional staff when necessary to resolve a default; (c) require Provider to begin the unwinding of the business; (d) require Provider to recruit a new Provider; (e) other remedies recommended by Bright Futures or its successor that are properly approved and adopted by the City; and/or (f) pursue any and all available remedies in law or equity.
20. Miscellaneous.
  - a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Ouray County, Colorado.
  - b. *Attorney Fees.* If an action or proceeding is brought which arises out of this Agreement, its performance or breach, the prevailing Party shall be entitled to reasonable court costs and attorney fees or the reasonable value of a salaried attorney's time, in addition to other relief to which that Party is entitled by this Agreement or applicable law.
  - c. *Integration.* This Agreement constitutes the entire agreement between the Parties as to the Facility, superseding all prior oral or written communications.
  - d. *Binding Effect.* Except as otherwise expressly provided herein, this Agreement shall bind and benefit City, Provider and their heirs, personal representatives, successors in interest, and assigns of the parties.
  - e. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
  - f. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.
  - g. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.



\_\_\_\_\_  
Name, Title

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
Name.

My Commission expires \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

**Appendix G:**

**FIRST AMENDED OPERATIONS AGREEMENT AND COVENANT  
Qualified Entity Owner for Family Child Care Home Unit  
(Ouray Waterview Homes)**

This First Amended Operations Agreement and Covenant (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the City of Ouray , a Colorado home rule municipality, with an address of PO Box 468, Ouray, CO 81427 ("City") and Ouray Homes, LLC, (“Developer”) PO Box 4222, Telluride, CO 81435, their successors or assigns, and with [NAME], a Qualified Entity Owner, a certified B corporation with an address of [ADDRESS] ("CARE") (each a "Party" and collectively the "Parties").

WHEREAS, the Ouray Waterview Homes ("OWH") is a newly constructed, for-sale employee affordable housing neighborhood located in the City;

WHEREAS, the ownership and occupancy of all OWH housing units are subject to the Deed Restriction and Covenant Agreement, Ouray Waterview Homes, Ouray County, (“Covenant”) and Ouray Waterview Homes Affordable Housing Regulations and Guidelines (“Guidelines”);

WHEREAS, City may delegate any obligations under this Agreement to the City of Ouray authorized Committee or to the Administrator;

WHEREAS, prior to its construction, City and Developer determined to build one or more housing units in OWH for use as a Family Child Care Home Unit (“FCCH Unit”) for the purpose of selling such unit to a qualified and licensed occupant who would use the unit as a licensed childcare facility to serve local families in need of such service (“Provider”);

WHEREAS, Parties agree that purchase of a FCCH Unit by a Qualified Owner Entity for long-term lease to a child care provider where said lease includes an opportunity to purchase the Unit fulfills the intent for the FCCH Unit to be used as a licensed childcare facility to serve local families in need of such service;

WHEREAS, CARE has been qualified by the Developer and Administrator to own and lease a FCCH Unit and will City and Developer will execute the Covenant at closing;

WHEREAS, CARE intends to lease the home to a qualified child care provider who agrees to operate a licensed FCCH and who also qualifies to occupy a OWH housing unit pursuant to the Covenant and Guidelines; and

WHEREAS, City and Developer have engaged Bright Futures, a Colorado nonprofit corporation and designated by the State of Colorado as an Early Childhood Council, and is also the Family Resource Center for Ouray County, and has the expertise needed to advise Parties regarding the use and occupancy of the FCCH Unit, including identifying a qualified provider and assisting the provider to succeed in their small childcare business;

WHEREAS, Parties agree that any Provider will be prequalified through Bright Futures, to the extent possible, approved by the City, qualified by the Administrator as meeting the provisions of the

Covenant and Guidelines and enter a contract with CARE to operate the FCCH Unit for its intended purpose as a family childcare home; and

WHEREAS, Parties intend to work cooperatively to maintain the FCCH Unit and the Facility in good standing and to meet the needs of the community and to support the Provider professionally and personally when circumstances demand.

Now, therefore, for and in consideration of the mutual promises and covenants contained here, the Parties mutually agree as follows:

1. Capitalized Words. Capitalized words and terms used in this Agreement are as defined in the Covenant and Guidelines unless otherwise defined herein.
2. Early Childhood Council (ECC). The ECC is an entity established by the Colorado General Assembly in [House Bill 07-1062](#). ECCs are designated by the state to increase and sustain the quality, accessibility, capacity, and affordability of early childhood programs and services for young children 0-5 years and their families. Further an ECC is directed to develop and implement a comprehensive system of early childhood services to ensure the school readiness of children in the areas of early care and education, family support, mental health, and health.
3. Bright Futures. Bright Futures is a Colorado not-for-profit corporation who is an ECC and entered an MOU with Developer to fulfill the terms of the Agreement.
4. Ownership of FCCH Unit. Subject to the terms and conditions contained herein, CARE hereby covenants and agrees to require that Lessee of FCCH Unit shall operate a licensed Family Child Care Home business on the following premises: Units 1 and 2 of Phase One of OWH] ("Facility").
5. Binding Agreement. Parties intend, declare, and agree that the regulatory and restrictive covenants set forth herein governing the use of the FCCH Unit described and provided for herein shall be and are hereby covenants running with the land and are intended to be and shall be binding upon CARE and Beneficiaries and their successors in addition to the Covenant and Guidelines unless terminated in accordance with §5.a.2).
6. CARE's Contract with Provider. CARE shall, through a written contract, include the following terms and conditions upon the Provider who occupies the FCCH Unit:
  - a. Term and Termination.
    - 1) *Term*: Provider agrees to operate the Facility.
    - 2) *Failure to operate* a licensed child care may either result in termination of the lease by CARE Housing Committee or a finding of material breach. If Provider is found in material in material breach, the Parties wish to rehabilitate Provider. In either case, Bright Futures will work with Provider to ensure professional support is available or a smooth transition is made. See §8 and §5.e.

- 3) In the event Bright Futures no longer exists or is not a qualified ECC, the City shall locate a suitable replacement agency, to the extent possible.
- b. Use and Occupancy as a Residence. The FCCH Unit shall be occupied only by Provider, Provider's Household members, including any Qualified Tenants, and shall be used only as a primary residence and licensed family childcare home as further set forth in this Section and in Section 5.b. and 5.c.
- c. Use and Occupancy as a Licensed Family Child Care Home. The Facility shall be occupied only by Provider, Provider's household members, and childcare clients.
- 1) *Provider Qualifications.* The Provider represents they have substantially met the Rural Homes Early Childhood Initiative, Ouray Provider Selection Process & Criteria and that they intend to become duly licensed with the Facility to provide family childcare in the State of Colorado. Provider agrees to operate the Facility in compliance with such laws and regulations.
  - 2) *Eligibility of Clients, Waiting List and Priority.* The Facility shall be used primarily for children of families who live within the boundaries of Ouray County. Priority categories may be developed and instituted in conjunction with Bright Futures and could include categories such as families receiving benefits through Colorado Child Care Assistance Program (CCCAP), low income and hard to serve families, and Waterview neighborhood families, among others. Enrollment to the Facility will be based on an application and/or interview process. Provider shall maintain a waiting list for the Facility, if applicable.
  - 3) *Dates and Hours of Operation.* Provider shall operate Facility for a minimum of 1,200 hours per year with a minimum of four (4) unique children per year. The Facility shall be open to Provider's clients on a regular basis and as contractually obligated to those clients.
  - 4) *Signs.* Provider shall not erect, maintain, or permit any temporary or permanent sign on the Facility except as specifically approved in writing by Housing Committee. Any approved sign shall comply with any applicable sign code.
  - 5) *Provider use of Facility.* Provider shall not use or permit the Facility to be used for any unlawful use, commit or permit waste of the Facility or use or permit use of the Facility so as to endanger or adversely affect any other occupants or the insurance covering the Facility. Provider shall not, nor shall Provider permit, family members, other occupants or guests, keep or have on the Facility any item or property of a dangerous, inflammable or explosive character or undertake any action which might unreasonably increase the danger of fire or other accident on the Facility.
- d. Verification of Hours and Enrollment for Facility: In an attempt to reduce redundant paperwork requirements, Provider shall be allowed to submit verification of hours and

enrollment from forms already required by the State of Colorado, Division of Early Learning and Licensing and Administration (DELLA). City may rely on Bright Futures to verify and report on Provider's hours of operation and enrollment.

- e. Winding Down Operations. In the event Provider has been found in breach of this Agreement, or must close the business for any reason, including for a licensing violation, Provider shall notify Bright Futures and City as soon as possible but not later than seven (7) days of the decision and/or requirement to close the Facility (Notice of Intent to Cease Operations"). Upon receipt of a Notice of Intent to Cease Operations, Bright Futures will assist in identification and vetting of new provider, including training and licensure, if applicable.
  - f. Repair and Maintenance. Provider agrees that the Facility is in good order and repair and in a safe, clean and habitable condition as of the date of the Agreement.
    - 1). *Provider Responsibilities.* Provider shall keep the Facility in good order and in a safe, clean, and habitable condition at all times. If the Facility needs repair, Provider shall coordinate the performance of all repairs. Failure to keep the Facility in good order and in a safe, clean and habitable condition is a material breach of this Agreement.
    - 2). *Additional Responsibilities.* Provider shall provide snow removal for all exterior walkways and access to the Facility.
  - g. Rules and Regulations. Provider acknowledges receipt of a copy of the most current and up-to-date Rules Regulating Child Care Centers ("**Rules**") developed by the State of Colorado Early Learning Licensing and Administration and agrees to abide by such Rules promulgated by City as they may be amended from time to time. City shall give notice to Provider of any changes in the Rules prior to enforcement of such changes. Any violation of the Rules shall be deemed a material breach of this Agreement.
  - h. Compliance with Applicable Laws. Provider shall comply with all applicable local, state, and federal laws and regulations, violations of which shall be deemed a material breach of this Agreement.
  - i. Assignment of Agreement. Provider shall not assign, sublet, or sublease all or any part of Provider's rights or obligations under this agreement without written approval from the state licensing Committee and City's prior express written approval, which may be refused for any reason.
6. Insurance, Hazards, and Casualty Loss. In addition to the homeowner's insurance required by the Covenant §11., CARE shall provide or shall require Tenant to maintain adequate insurance as follows:
- a. *Liability Insurance.* At all times, Provider shall maintain in force, at its expense, general commercial liability insurance (including bodily injury and property damage coverage) insuring Provider, with policy limits aggregating not less than one million dollars (\$1,000,000) in combined single limit coverage. Any policy under this provision shall provide that it shall not

be canceled or materially changed without a minimum of ten (10) days prior written notice to CARE. Provider shall also obtain and always maintain during the Term all insurance required by state or federal law for its personnel, including, without limitation, worker's compensation and unemployment insurance coverage, and such documentation shall be kept current at all times.

7. Sale of FCCH Unit. In addition to the requirements of Covenant §7 Transfer of Property and Guidelines §6 Sale and Resale of Housing Units, CARE shall sell FCCH Unit only to a Household that includes a qualified childcare provider who would operate a licensed family childcare home to serve local families in need of such service. Purchaser shall be subject to the most recent version of this Agreement adopted by the City. If no such purchaser can be identified CARE may request an Exception to this requirement.
  
8. Remedies. If CARE or Provider shall be in default or breach material of any covenants or agreements set forth in this Agreement and the default or material breach remains uncorrected for a period of fourteen (14) days after City has given written notice thereof, then City may, at City 's option, undertake any the following remedies without limitation: (a) require Provider to undergo and pay for additional training as recommended by Bright Futures, or its successor; (b) require Provider to hire and pay for additional qualified staff when necessary to resolve a default; (c) require Provider to begin the unwinding of the business; (d) other remedies recommended by Bright Futures or its successor that are properly approved and adopted by the City and (e) pursue any and all available remedies in law or equity.
  
9. Miscellaneous.
  - a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Ouray County, Colorado.
  - b. *Attorney Fees.* If an action or proceeding is brought which arises out of this Agreement, its performance or breach, the prevailing Party shall be entitled to reasonable court costs and attorney fees or the reasonable value of a salaried attorney's time, in addition to other relief to which that Party is entitled by this Agreement or applicable law.
  - c. *Integration.* This Agreement constitutes the entire agreement between the Parties as to the Facility, superseding all prior oral or written communications.
  - d. *Binding Effect.* Except as otherwise expressly provided herein, this Agreement shall bind and benefit City, Provider and their heirs, personal representatives, successors, in interest and assigns of the parties.
  - e. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligation of this Agreement.
  - f. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.



Notary Public

**CARE Colorado**

\_\_\_\_\_  
David Lynn, CEO

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by David Lynn.

My Commission expires \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

## DEVELOPMENT IMPROVEMENTS AGREEMENT

This Development Improvements Agreement (**Agreement**) is entered into as of the date of mutual execution (**Effective Date**) hereof by and between **OURAY HOMES, LLC**, a Colorado limited liability company, (**Developer**) and the **CITY OF OURAY, COLORADO (City)** (together, the **Parties**) pursuant to the subdivision regulations of the City.

### RECITALS:

The Developer seeks approval of a subdivision of the real property described on Exhibit A (**Property**) for a subdivision known as Ouray Waterview Homes PUD – Phase 1 (**Development**). The subdivision has been reviewed and approved by the City.

The City seeks to (1) protect the health, safety, and general welfare of the community, (2) ensure compliance with the City's subdivision regulations by requiring the completion of various improvements to the Property, (3) limit and mitigate the potentially harmful effects of substandard development, and (4) protect the City from the costs of completing necessary improvements supporting the Development.

The mutual promises, covenants, and obligations set forth in this Agreement are authorized by State law, the Colorado Constitution, and the Ouray Municipal Code, Chapter 7.

NOW THEREFORE, in consideration of the Developer's receiving subdivision and development approval from the City for the Development, the Parties agree and covenant as follows:

**1. Improvements.** The Developer shall design, construct, and install those improvements listed and described on Exhibit B (**Improvements**) in accordance with the approved preliminary and final plats and in accordance with the applicable design and construction standards of the City's regulations.

a. **Completion.** The Developer and the City have agreed that certain Improvements shall be completed after the recordation of the Final Plat. The Developer shall cause such Improvements to be completed by the date specified on attached Exhibit B. The completion dates specified on Exhibit B are not target dates and shall be binding on the Developer.

b. **Compliance with Law.** The Developer shall comply with applicable federal, state, and local laws, ordinances, and regulations in constructing the Improvements.

**2. Security.** As security to guarantee the construction of the Improvements, City shall withhold \$10,000.00 of the estimated cost of the Improvements owed to the Developer by the City as listed and described in Exhibit B.

a. **Release of Security; Reduction of Security.** The City will release its interest in the Security upon issuance of a Certificate of Completion for the Improvements. The City may affect a partial release or a partial draw of the Security based upon partial completion of the Improvements or to correct failed or defective

Improvements. The City shall expressly release the Security and/or contract obligations if it accepts new security from any developer or lender who subsequently acquires the Property.

b. **Use of Proceeds.** The Security funds shall be used by the Town only to complete the Improvements, and to cover all related City staff and consultant time required to complete the Improvements, or to correct failed or defective Improvements, and for no other purpose. Funds that are called or drawn by the City and not used to complete or repair Improvements in accordance with this Agreement, shall be paid to the Developer within six months of the City completing the Improvements.

c. **Call or Draw of Security Funds – Default of Developer.** The City may call or draw upon the Security only in the event of Developer default under this Agreement. The following shall constitute a default by the Developer:

- (1) Developer's failure to complete all of the Improvements on or before the Completion Date, as duly extended per mutual agreement by the Parties;
- (2) Developer's failure to take reasonable actions to correct defective construction of Improvements within the applicable warranty period;
- (3) Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy by or of the Developer;
- (4) Notification to the City by any lender with a lien on the Property of a default by the Developer on any obligation to such lender;
- (5) With regard to the Property or any partition thereof, initiation of any foreclosure action regarding any lien, encumbrance, or mechanics lien, or any assignment or conveyance of the Property in lieu of foreclosure.

Upon default the City may draw on or proceed to collect the Security up to the full face amount thereof. The City may complete Improvements itself or may contract with a third party for completion. The Developer grants to the City and/or its contractor(s) a non-exclusive right to enter the Property for the limited purpose of constructing, reconstructing, repairing, maintaining, and inspecting Improvements.

**3. Inspection.** The City will inspect the Improvements to determine compliance with the City's subdivision and development regulations. When the City has determined that the Improvements have been properly completed, the City shall certify such in writing (**Certificate of Completion**), and with respect to public Improvements, shall issue in writing an acceptance of such public Improvements (**Acceptance**), and shall release the security for the Improvements. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the City set forth herein.

a. **Notice of Defect.** The City shall provide timely written notice to Developer if a

City inspection reveals any defect or failure to conform to City standards in whole or in part. The Developer shall provide timely written notice to the City when the Developer or its professional consultant(s) has knowledge that an Improvement does not conform with City standards or is otherwise defective in whole or in part. The Developer shall correct all non-conforming construction and/or defects within forty-five (45) days of such notice.

b. **Liens and Encumbrances.** Prior to Acceptance, the Developer shall document that the Developer owns the Improvements in fee simple and that there are no liens or encumbrances on the Improvements other than those that are accepted in writing by the City.

c. **As-Built Drawings.** Prior to Acceptance, Developer shall furnish to the City as-built drawings in appropriate electronic form, stamped and sealed by a professional engineer and copies of results of all construction control tests required by the City.

d. **Acceptance of Improvements.** Once accepted by the City in writing, the Developer shall not have any further responsibility or liability with respect to any public Improvement, except for the Developer's obligations to repair defective Improvements during the one-year warranty period as set forth below. Issuance of Certificate of Completion or of written Acceptance by the City shall constitute prima facie evidence that Developer has complied with the requirements of this Agreement with respect to such public Improvement(s); however Acceptance by the City does not constitute a waiver by the City of any right it may have under this Agreement to demand correction of a defect in or failure of Improvements detected or accruing after Acceptance.

**4. One Year Warranty/Guarantee.** For a period of one year from issuance of the Certificate of Completion by the City, Developer shall correct and repair any defect in any Improvement due to materials or workmanship and shall take such steps and incur such costs as may be needed so that the Improvements or any repair or replacement thereof shall comply with the applicable standards and requirements of the City during said one year period. The City shall release this Agreement after the warranty period, as may be extended by repair or alteration work or by litigation, has expired. The City shall record a release of this Agreement in the official land records of Ouray County.

**5. Covenant Running with the Land.** This Agreement shall be binding upon the heirs, successors and assigns of the Developer and shall constitute a covenant running with the land.

**6. Assignment.** This Agreement and the Developer's obligations hereunder shall not be assigned by Developer without the express written consent of the City; however this provision shall not prevent the enforcement of this Agreement as against any successor, heir, or assign of Developer in accordance with paragraph 5. The City may assign the proceeds of the Security to another developer or lender that has acquired the Property, and such developer or lender shall then have the same rights of completion as the City hereunder if and only if the subsequent

developer or lender agrees in writing to complete or correct the Improvements and provides to the City reasonable security for that obligation.

**7. No Third Party Beneficiary.** This Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property. No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement. There shall be no third party beneficiaries of this Agreement.

**8. Remedies and Damages.** Breach of this Agreement by the Developer shall entitle the City to recover damages from Developer; the measure of damages for breach of this Agreement shall be the reasonable cost of satisfactorily completing the Improvements plus reasonably related expenses incurred by the City in completion of such Improvements. The costs of the Improvements shown on Exhibit B shall be prima facie evidence of such costs of completion. The remedies of the City under this Agreement are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

**9. No Agency or Joint Venture.** The City and the Developer are not partners, joint venturers, nor agents or employees of one another.

**10. Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the Parties.

**11. Attorney's Fees and Costs.** Should either party be required to resort to litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees from the opposing party.

**12. Severability.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

**13. Computation of Time.** For the purpose of computing completion date, or other date hereunder, times of war, civil disasters, or acts of God, or other extraordinary circumstances outside the control of a Party shall not be counted if such prevents or prevented the Developer or the City from performing obligations under this Agreement. The Party asserting such excuse from performance must notify the other Party in writing of such assertion.

**14. Immunity.** Nothing in this Agreement constitutes a waiver of the City's sovereign or governmental immunity under statutory or common law.

**15. Jurisdiction and Venue.** Personal jurisdiction and venue for any action commenced by either party relating to or arising out of this Agreement shall be deemed to be proper only in Ouray County, Colorado. The Parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal. Actions to enforce this Agreement shall be to the court sitting without a jury.

**16. Authority.** The Parties warrant, covenant, and represent that the person signing this Agreement has the full authority of the Party to bind the Party with respect to each and every matter contemplated by or addressed in this Agreement.

**17. Notices.** Any notice required or permitted under this Agreement shall be deemed effective two calendar days after deposit with the United States Postal Service, first class postage prepaid, and addressed to the Parties as follows:

TO DEVELOPER: Ouray Homes, LLC  
Attn: Paul Major, Manager  
P.O. Box 4222  
Telluride, CO 81435

TO THE CITY: City of Ouray  
P.O. Box 468 / 320 6<sup>th</sup> Ave.  
Ouray, Colorado 81427

Executed by the Parties as of the date shown below:

**CITY OF OURAY**

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

Date: \_\_\_\_\_

Attest:

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

**OURAY HOMES, LLC**

By: \_\_\_\_\_  
Paul Major, Member

Date: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Ouray Waterview Subdivision Lot 2 Lot Split  
City of Ouray; Lot: 2B S: 25 T: 44 R: 8

**EXHIBIT B**  
**DEVELOPMENT IMPROVEMENTS, COST ESTIMATES**  
**AND SECURITY**

Uses of Funds	Sources of Funds			Notes	Schedule Notes
	City of Ouray Development Agreement	City of Ouray EIFA Grant	Total		
Public Right of Way Landscaping	\$ 30,000.00	\$ 172,485.00	\$ 202,485.00		Rough Earthwork to be completed by 12/15/24, this includes the following: clearing and grubbing detention pond area, building berms, spreading topsoil. All landscaping and planting to be completed in Spring/Summer of 2025. Anticipating a 5/1/25 start and 7/31/25 completion.
Home Landscaping	\$ 45,000.00		\$ 45,000.00		To be completed by 12/1/24
Home Fencing	\$ 45,000.00		\$ 45,000.00		To be completed by 12/1/24
Public Right of Way Fencing	\$ -	\$ 3,210.00	\$ 3,210.00		To be complete in spring of 2025
Home-Based Childcare Homes	\$ 10,000.00		\$ 10,000.00	Development Improvement Agreement Security	To be completed and CO'd by 11/22/24
Totals	\$ 130,000.00	\$ 175,695.00	\$ 305,695.00		

Matt Dubrovich, Chair  
Rachel Nichols  
Kathryn Boehnke  
Alan Staehle



P. O. Box 228,  
Ouray, CO 81427

November 12, 2024

Ouray City Council, via email  
c/o: Joe Coleman, Interim City Administrator  
cc: Adam Kunz, Ouray Fire Department Chief

Dear Ouray City Council Members

The Board of Directors of the Ouray Fire Protection District (OFPD) is grateful for the decades' long partnership and agreement shared with the City of Ouray and the Ouray Volunteer Fire Department. To that end, we believe it is time to renegotiate the terms of the contract, specifically the formula that determines OFPD's annual contribution. Additionally, OFPD Board Members would like to reinstate an annual meeting between City and Fire Department personnel to negotiate the annual budget, as called for in the agreement. Finally, OFPD is seeking approval from Council to pay a lesser amount than invoiced for the 2024 year.

The estimated 2024 contract amount is not tenable for the District to pay. Currently, the 2024 invoice is in the amount of \$84,789.31. OFPD cannot afford to pay this invoice. OFPD is offering to pay the entirety of the tax revenues (property tax and Specific Ownership tax) minus the very minor expenses OFPD incurs. In short – we are offering to pay \$48,000 to the City for 2024. Further, OFPD is requesting a work session with Council to discuss amending the contract and the contribution formula.

OFPD has historically contributed funds directly to the Fire Department for the purchase of fire equipment, specifically for wildland firefighting equipment. Since 2019, OFPD has contributed over \$20,000 directly to the Department for the purpose of outfitting firefighters with the requisite personal protective equipment and training needed to respond to the growing challenges of living within a wildland-urban interface. OFPD prioritized its contributions for equipment that would be needed to fight fires in the more rural parts of the District – to this end, OFPD contributed over \$5,000 for the purchase and outfitting of the UTV currently used by the Department. Additionally, it is apt to note that these funds were in addition to the annual amount for contract firefighting services paid to the City. OFPD is happy that the City is now prioritizing the Department's needs; however, that came without communication to the OFPD leading to the situation we are currently in.

The OFPD Board of Directors did not appropriate the full estimated budgeted amount for 2023. Instead, the Board approved a contribution that included the \$228,000 anticipated operating budget for the Fire Department, and the full \$46,000 contribution to the Pension Fund, while excluding the capital purchase of new equipment.

OFPD welcomes an open dialogue regarding the agreement and looks forward to being included in the budget discussions in the future. Please contact Hannah Hollenbeck ([hannahhollenbeck@gmail.com](mailto:hannahhollenbeck@gmail.com) 970-318-1404), District Administrator, for follow up.

Sincerely,

Matt Dubrovich  
Alan Staehle  
Rachel Nichols  
Kate Boehnke  
Ouray Fire Protection District Board of Directors



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

970.325.7211  
Fax 970.325.7212  
www.cityofouray.com

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November 11, 2024

Hannah Hollenbeck  
Ouray Fire Protection District  
hannahhollenbeck@gmail.com

Dear Hannah:

The following is the calculation for the **2024 invoice** to the Ouray Fire Protection District, based on the 2023 actual financials and taking into account grant/donated (G/D) funds received:

District Contribution = 
$$\frac{\text{Actual Value of District} \times (\text{FD} + \text{FPPA Prior Year's Exp.} - \text{G/D})}{\text{Actual Value of City} + \text{Actual Value of Fire District}}$$

$$\$84,789.31 = \frac{\$105,700,820 \times (\$470,601 + \$41,289 - \$2,257)}{\$529,622,520 + \$105,700,820}$$

\*\*\*\*\*

The following is an **estimate of 2025**, based upon the City's 2024 Budget. This includes \$213,925 in capital expenditures.

$$\$87,234.05 = \frac{\$106,792,190 \times (\$474,317 + \$56,400 - \$5,000)}{\$536,934,630 + \$106,792,190}$$

Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Melissa M. Drake".

Melissa M. Drake  
Finance and Administration Director  
(970) 325-7066

## Future Agenda Items/Work Sessions

- Rescind Flood Emergency Declaration
- Dark Sky Ordinance Moon Phase
- Huckstering Permit Re-examine Permit and Fees (City Staff owe Council recommendations)
- Additional Fee & Fine Schedules
- Waterview PUD Fines as Outlined in Guidelines
- Workforce & Attainable Housing
- Employee Housing (Requested as a discussion item on December 2<sup>nd</sup> Council Meeting)
- Via Ferrata Agreement (Expires April 30, 2025)
- Sidewalk replacements
- Bicycle usage on municipal trails (regulations for ebikes)
- Work Session December 2<sup>nd</sup> 2024 4pm – Policy for use of City restrooms and public spaces/STR cap review