

**AGENDA
OURAY CITY COUNCIL**

Monday, March 17, 2025 - 6:00 PM

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

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

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

Ouray City Council Regular Meeting

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

1. CALL TO ORDER
2. ROLL CALL
3. Consideration of a Request from Councilor Peggy Lindsey to Participate in this Meeting Remotely, per Resolution 4, Series 2022 - Remote Participation Policy for Council Members
4. PLEDGE OF ALLEGIANCE
5. PUBLIC HEARING - Ordinance 2, Series 2025 - Repealing and Replacing Chapter 7-8-B of the Ouray Municipal Code to Correct the Formula for Determining the Maximum Density for a Given Lot
6. CEREMONIAL/INFORMATIONAL
7. CITIZENS' COMMUNICATION
8. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
9. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Interim Police Chief
 - c. Director of Finance and Administration
 - d. Community Development Department
 - e. Information Technology Director
 - f. Communications and Community Engagement Coordinator
10. ACTION ITEMS
 - a. Ordinance 2, Series 2025 - Repealing and Replacing Chapter 7-8-B of the Ouray Municipal Code to Correct the Formula for Determining the Maximum Density for a Given Lot - Second Reading
 - b. Liquor License for Once Upon a Thyme LLC dba Cassidy's Cafe & Antiques
 - c. Modification of Premises for Thai Chili LLC Liquor License
 - d. Water Lease Extension - Hieland and Ouray Ditches
 - e. Change Order for Archetype Signmakers Agreement
 - f. Change Order for PST Engineering Agreement for CDOT Main Street Project
11. DISCUSSION ITEMS
 - a. Draft IGA Establishing Ouray Fire Protection District Authority
 - b. Future Agenda Items

- c. Facility Needs Property Acquisition Opportunity Consideration
12. ADJOURNMENT

CITY OF OURAY

ORDINANCE NO. 02 (Series 2025)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO REPEALING AND REPLACING CHAPTER 7-8-B OF THE OURAY MUNICIPAL CODE TO CORRECT THE FORMULA FOR DETERMING THE MAXIMUM DENSITY FOR A GIVEN LOT.

WHEREAS, the City Council adopted a new land use code to make building in the City of Ouray easier, effective November 16, 2023;

WHEREAS, a review of the newly adopted code reveals minor inconsistencies with formula to determine maximum density for a lot for dwelling or lodging units and adds an example calculation of each for further clarity; and

WHEREAS, adopting these corrections to the Ouray Land Use Code is necessary to preserve the public health, safety, and welfare.

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

SECTION 1: REPEAL AND REPLACE

Chapter 7, Section 8, Subsection B is repealed and replaced as follows:

B. Maximum Density/Minimum Lot Area

Maximum density is the maximum number of dwelling units allowed (D.U.) or lodging units (L.U.) per sq. ft. of gross lot area listed. The density of a lot is determined by dividing the gross square footage of the lot area, including any land area required to be dedicated for right-of-way by the maximum density (D.U. or L.U. square footage) in Table 7-8-A. In the determination of the number of units to be allowed on a specific parcel of land, a fractional unit equal to or greater than one-half of a unit shall be rounded up to equal a full unit; a fractional unit less than one-half of a unit shall be rounded down.

- e.g. Maximum density in R-2 for dwelling units is: $7,100\text{s.f. lot area} / 2,370\text{ s.f. per D.U.} = 2.99$
D.U.'s = 3 D.U.'s allowed on the parcel.
- e.g. Maximum density in R-2 for lodging units is: $7,100\text{ s.f. lot area} / 790\text{ s.f. per L.U.} = 8.99$
L.U.'s = 9 L.U.'s allowed on the parcel

SECTION 2: EFFECTIVE DATE

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

SECTION 3: SEVERABILITY

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by 5 To 0 vote of the Ouray City Council this 3rd day of March 2025.

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 March 2025.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 02 (Series 2025), was introduced, read, and passed by the Ouray City Council on first reading on MARCH 3, 2025. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on MARCH 6, 2025 and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2025, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk



P.O. Box 468
320 6th Avenue
Ouray, CO 81427
(970) 325-7211

Date: March 3, 2025
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: City Administration Update

Community Development Recruitment

First round interviews were held for the Community Development Director position. From those initial interviews, one candidate moved forward to the second round. Evan Cockrum, HR Director brought together a committee of staff representatives, a planning commissioner and council member for leading the second interview. Deliberation is now taking place to determine next steps. More to come.

Ouray Interim Police Chief

Daric Harvey has been hired as the City of Ouray Interim Police Chief. This will be a 40-hour a week position with the full authority of the Chief's role to move the department forward. We will continue to address items identified in the Police Management Audit as well as action steps that have been discussed publicly by the department and Council.

Congressionally Directed Spending (CDS)

Senator Bennet's office reached out to let us know that their office is now accepting fiscal year 2026 Congressionally Directed Spending (CDS) requests. CDS is an opportunity to apply for funding for community projects through the U.S. Senate Appropriations Committee. Like last year, Senator Bennet and Senator Hickenlooper are holding a joint application process. **The deadline to apply is Monday, March 24th at 5pm MT.** The City of Ouray will be applying for the Springbox Rehabilitation Project. The City has applied for this project before and we are hopeful to show the ongoing need to get this much needed improvement to critical infrastructure made.

Facilities Assessment

The kickoff meeting and all initial interviews for the facilities assessment has now been completed. Jim Keo will be providing more information in the next month once information has been compiled into a comprehensive memo for review. All city departments were included in the interview process

USFS Meeting

I had the opportunity to meet with Dana Gardunio, USFS District Ranger. This was an initial meeting where we discussed the value in working collaboratively toward mutual goals where possible. The City and USFS staffs will continue to jointly work toward improvements for the Perimeter Trail where possible.

Committee Meetings

I attended the Main Street Committee and OEDC meetings as part of the larger goal toward better understanding the roles of each committee, dynamics and where efficiencies can be found. This effort will be ongoing as I attend more/different committees to have a better the overall picture of the city committees and where there might be possible streamlining with committee appointments, terms, etc.

Emergency Management

Planning has continued toward the completion of several regional emergency management plans. I met with Glenn Boyd this week who will be a great resource toward getting these plans to a final product and before the Council. Each plan has been added to the Future Meetings list for review/discussion and eventual approval.





P.O. Box 468
320 6th Avenue
Ouray, CO 81427
(970) 325-7211

Date: March 17, 2025
To: Ouray City Council
From: Daric Harvey, Interim Chief of Police
Re: Police Department Updates

Significant Updates:

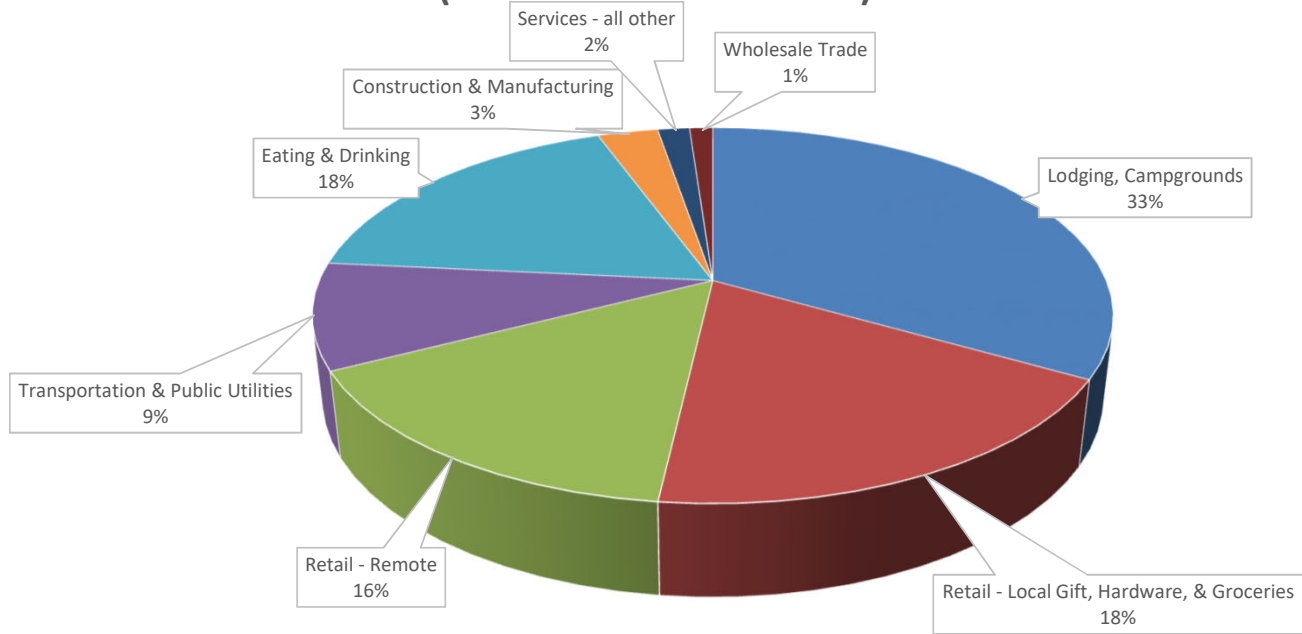
1. The police policy manual, last updated in 2016, is being revised to ensure compliance with new legislative requirements and staff training.
2. Initial facility and equipment inspections revealed concerns with the evidence storage area.
3. Meetings are being scheduled with city staff, public safety, and community leaders to explore collaboration and address concerns.
4. A meeting with HR identified areas for streamlining the hiring process and improving compliance with CORA and CCJRA for personnel records.

Staffing Updates:

1. Since starting on March 10, 2025, feedback from three staff members has been gathered, and additional meetings are planned.
2. HR and I conducted recruitment at CMU Tech Police Academy for sworn officers. No applications received yet, but feedback from recruits and academy leadership will guide improvements. Salary comparisons with neighboring agencies are underway, indicating the need for a compensation study.
3. Officer Brady Suppeland's last day as a full-time employee was Thursday; a celebration was held in his honor. He plans to remain a part-time employee.
4. Recruitment for an administrative assistant is progressing with applications received. Interviews will be scheduled once the position closes, with regional partners potentially involved in the process.



City of Ouray
January 2025 Sales Tax Revenues by Business Category
(received in March 2025)

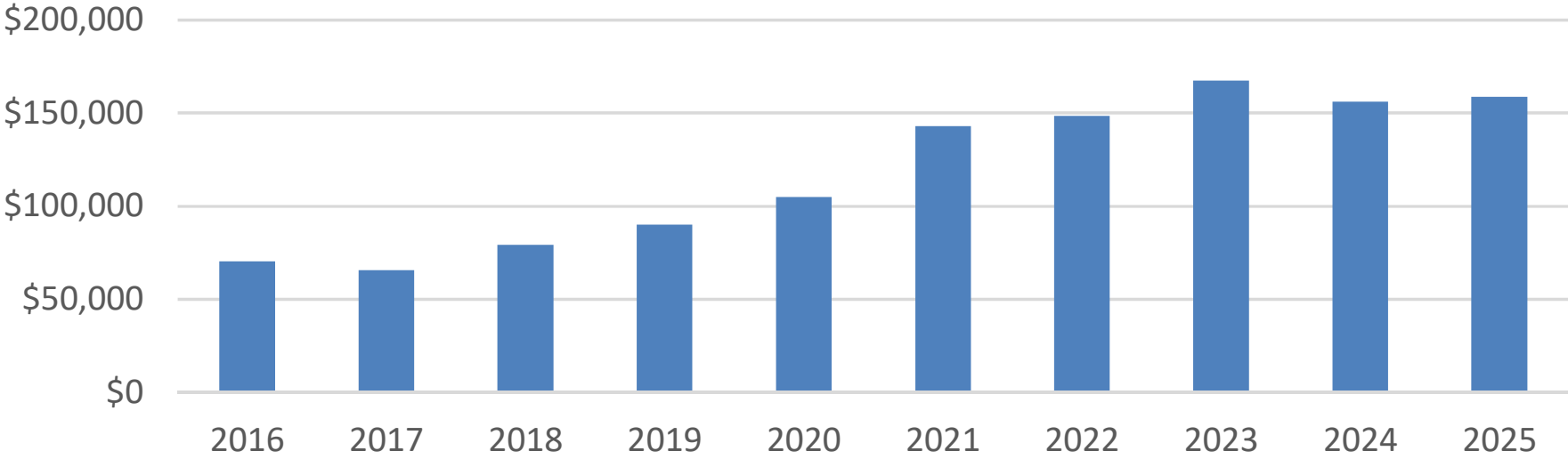


CITY OF OURAY
2025 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

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

2025 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	\$ 32,707.60	\$ 61,038.62	\$ 52,880.88				
Retail - Local Gift, Hardware, & Groceries	\$ 27,124.53	\$ 33,924.66	\$ 29,458.68				
Retail - Remote	\$ 22,614.06	\$ 31,898.09	\$ 24,812.28				
Transportation & Public Utilities	10,901.88	13,647.55	14,514.51				
Eating & Drinking	18,360.30	27,751.32	28,404.66				
Construction & Manufacturing	7,048.89	6,716.06	4,621.87				
Services - all other	1,882.55	3,060.50	2,443.60				
Wholesale Trade	1,038.43	1,568.99	1,779.29				
TOTAL	\$ 121,678.24	\$ 179,605.79	\$ 158,915.77	\$ -	\$ -	\$ -	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, Campgrounds							\$ 146,627.10
Retail - Local Gift, Hardware, & Groceries							\$ 90,507.87
Retail - Remote							\$ 79,324.43
Transportation & Public Utilities							39,063.94
Eating & Drinking							74,516.28
Construction & Manufacturing							18,386.82
Services - all other							7,386.65
Wholesale Trade							4,386.71
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 460,199.80

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



Notes: Figures represent Revenue Received in March
Sales Tax increased from 3% to 4% on January 1, 2016

CITY OF OURAY
SALES TAX REVENUES BY BUSINESS CATEGORY 2016-2025

SALES TAX REVENUES BY BUSINESS CATEGORY

Business Category	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Lodging, campgrnds.	\$ 19,928.67	\$ 19,396.51	\$ 25,429.29	\$ 28,795.73	\$ 32,270.70	\$ 44,754.54	\$ 43,048.97	\$ 60,276.11	\$ 56,276.56	\$ 52,880.88
Retail - Local Gift, Hardware, & Groceries					\$ 18,926.37	\$ 25,734.23	\$ 31,597.29	\$ 35,654.83	\$ 30,254.11	\$ 29,458.68
Retail - Remote					\$ 13,972.85	\$ 25,877.98	\$ 21,455.17	\$ 14,747.70	\$ 21,475.85	\$ 24,812.28
Retail - groceries, liquor, candy, hardw	12,203.43	11,497.76	13,388.91	25,020.27						
Retail - gift, souvenir, variety, books	7,566.37	7,405.60	7,963.39	1,688.88						
Trans & Pub. Util.	8,857.92	8,380.85	8,225.15	8,921.19	11,518.84	13,382.39	13,844.21	15,715.67	16,179.72	14,514.51
Eating & Drinking	13,693.37	10,231.00	14,923.52	14,541.71	25,248.24	27,495.58	29,869.52	32,116.12	25,070.51	28,404.66
Const. & Manufacturing	6,861.62	6,296.02	6,837.63	8,063.58	1,205.57	747.51	5,300.13	4,857.24	2,569.79	4,621.87
Services - all other	899.12	821.72	1,989.72	1,263.49	1,002.37	2,341.32	1,312.15	1,823.96	2,217.80	2,443.60
Finance, Ins. Real Estate	158.43	1,550.34	440.83	970.95						
Wholesale Trade	73.10	80.40	183.49	992.09	878.12	2,516.98	2,148.26	2,193.74	2,139.13	1,779.29
Mining										
All Other	-	-								
TOTAL	\$ 70,242.03	\$ 65,660.20	\$ 79,381.93	\$ 90,257.89	\$ 105,023.06	\$ 142,850.53	\$ 148,575.70	\$ 167,385.37	\$ 156,183.47	\$ 158,915.77
			\$2,991.19 out-of-period	\$3,196.17 out-of-period	\$7,138.03 out-of-period	\$8,038.42 out-of-period	\$6,339.96 out-of-period	\$10,790.36 out-of-period	\$1,829.77 out-of-period	\$3,308.78 out-of-period

Year to Date Sales Tax Comparison

Percentage Change
from 2024

January 2024 Activity	\$	156,183.47	
January 2025 Activity	\$	158,915.77	1.75%

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	24 vs 23
Month											
January	5712	5826	5113	5782	6196	6245	5936	7718	7609	6942	-8.77%
February	4816	5226	4509	5085	5593	4641	7189	7776	5906	6328	7.15%
March	3394	3638	3499	4763	4152	1952	6993	6782	7341	5953	-18.91%
April	2236	2660	2411	3080	2857	32	4941	4172	3836	4038	5.27%
May	5047	5850	5939	7396	7894	3111	11093	10002	9560	8442	-11.69%
June	12015	13521	14494	14578	15026	12736	17520	16180	17231	16029	-6.98%
July	19171	19960	20248	19802	19482	20444	20509	16551	19482	19421	-0.31%
August	16477	16949	17344	17613	18629	16919	20798	17825	18657	18356	-1.61%
September	15478	16149	16526	17743	18498	17564	13517	18930	18234	17716	-2.84%
October	7937	7691	7762	7462	9407	12877	12038	12080	12388	13704	10.62%
November	2141	2113	2674	2856	3237	3864	3199	3196	3691	3136	-15.04%
December	3656	3382	4226	5038	4268	5153	5237	3998	4776	4470	-6.41%
Total Rooms	98080	102965	104745	111198	115239	105538	128970	125210	128711	124535	-3.37%

DOLLARS											
January	\$15,867	\$15,819	\$13,795	\$16,294	\$22,444	\$25,204	\$27,107	\$29,038	\$36,828	\$33,896	-7.96%
February	\$12,468	\$13,908	\$12,648	\$14,021	\$19,580	\$18,464	\$28,191	\$36,284	\$30,377	\$31,294	3.02%
March	\$9,240	\$9,505	\$9,529	\$12,884	\$14,526	\$6,834	\$27,858	\$30,334	\$30,554	\$27,551	-9.83%
April	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312	\$107	\$18,324	\$18,466	\$17,063	\$16,861	-1.19%
May	\$13,876	\$15,372	\$15,734	\$19,031	\$22,068	\$7,922	\$41,033	\$43,131	\$39,992	\$45,341	13.38%
June	\$31,431	\$34,498	\$36,654	\$36,236	\$62,392	\$51,634	\$100,852	\$98,839	\$107,693	\$107,575	-0.11%
July	\$47,884	\$49,767	\$50,344	\$49,371	\$110,244	\$114,230	\$138,864	\$131,139	\$142,596	\$156,660	9.86%
August	\$41,643	\$41,801	\$42,090	\$43,236	\$90,952	\$92,809	\$127,157	\$122,778	\$127,552	\$135,605	6.31%
September	\$40,336	\$41,704	\$41,965	\$44,480	\$79,505	\$93,050	\$98,575	\$119,099	\$123,174	\$126,752	2.91%
October	\$21,385	\$20,717	\$20,355	\$19,711	\$37,511	\$60,690	\$54,480	\$74,824	\$74,823	\$82,429	10.17%
November	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367	\$15,399	\$14,134	\$14,566	\$15,480	\$16,338	5.54%
December	\$9,571	\$9,590	\$11,882	\$13,622	\$17,593	\$24,892	\$29,038	\$23,554	\$27,242	\$26,250	-3.64%
Total Dollars	\$254,538	\$265,116	\$268,369	\$283,976	\$495,494	\$511,234	\$705,613	\$742,052	\$773,373	\$806,550	4.45%

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

OURAY LODGING OCCUPANCY TRENDS

Based on Lodging Occupation Tax Collections

	2022				2023				2024			
	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt
	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms
	+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins			
January	17411	5237	30.1%	0	20375	7609	37.3%	469	19064	6942	36.4%	304
February	16580	7776	46.9%	0	17183	6062.36	35.3%	386	17656	6328	35.8%	357
March	17657	6782	38.4%	7	19519	7341	37.6%	341	18223	5953	32.7%	92
April	16620	4172	25.1%	31	18168	3836	21.1%	0	16389	4038	24.6%	47
May	21206	10002	47.2%	57	21360	9560	44.8%	110	20956	8442	40.3%	212
June	20577	16180	78.6%	13	21111	17231	81.6%	122	20629	16042	77.8%	212
July	20677	16551	80.0%	432	21195	19482	91.9%	499	21358	19442	91.0%	205
August	21613	17825	82.5%	53	21504	18657	86.8%	481	21874	18391	84.1%	213
September	21327	18930	88.8%	47	21086	18234	86.5%	413	20934	17752	84.8%	390
October	20398	12080	59.2%	10	20094	12388	61.7%	261	20359	13704	67.3%	305
November	15776	3196	20.3%	260	16283	3691	22.7%	254	13846	3136	22.6%	87
December	17828	5050	28.3%	4	17320	4776	27.6%	215	15963	4470	28.0%	41
Total	227670	123781	52.1%	914	235198	128867.36	52.9%	3551	227251	124640	52.1%	2465

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

"Exempt Rooms" columns are for memo purposes only.

2024 Lodging Occupation Tax, By Business Category

AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	12,450	11,445	12,239	10,177	12,351	12,020	12,412	12,459	12,177	12,628	9,931	11,759	142,048
Bed and Breakfast	755	353	341	609	763	749	565	1,231	777	766	715	669	8,293
House, Townhouse, Condo (1)	3,286	3,451	3,070	3,030	3,254	3,390	3,762	3,534	3,480	3,417	3,200	3,535	40,409
RV Space, Unfurnished Cabin	2,573	2,407	2,573	2,573	4,588	4,440	4,588	4,588	4,440	3,548	-	-	36,318
Total Rooms	19,064	17,656	18,223	16,389	20,956	20,599	21,327	21,812	20,874	20,359	13,846	15,963	227,068

Prior YTD

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,921	4,582	4,506	3,106	5,677	9,823	11,815	10,773	11,115	8,972	2,741	3,568	81,599
Bed and Breakfast	252	149	69	75	310	482	523	1,023	633	425	72	147	4,160
House, Townhouse, Condo (1)	1,041	1,043	775	254	855	1,943	2,603	2,153	1,929	1,268	323	755	14,942
RV Space, Unfurnished Cabin	728	554	603	603	1,600	3,781	4,480	4,407	4,039	3,039	-	-	23,834
Total Rooms	6,942	6,328	5,953	4,038	8,442	16,029	19,421	18,356	17,716	13,704	3,136	4,470	124,535

Prior YTD

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 22,930.38	\$ 21,580.31	\$ 21,376.32	\$ 13,707.42	\$ 32,411.97	\$ 73,600.66	\$ 104,674.75	\$ 89,821.58	\$ 88,497.66	\$ 57,547.48	\$ 13,530.66	\$ 18,365.33	558,045
Bed and Breakfast	\$ 1,270.42	\$ 777.13	\$ 408.19	\$ 578.27	\$ 1,698.66	\$ 3,835.61	\$ 5,008.54	\$ 9,444.97	\$ 7,554.68	\$ 4,681.39	\$ 367.99	\$ 706.56	36,332
House, Townhouse, Condo (1)	\$ 8,629.94	\$ 8,135.58	\$ 4,772.01	\$ 1,765.22	\$ 7,494.00	\$ 20,539.32	\$ 36,823.34	\$ 26,708.29	\$ 20,191.31	\$ 11,477.17	\$ 2,438.99	\$ 7,177.67	156,153
RV Space, Unfurnished Cabin	\$ 1,065.09	\$ 800.57	\$ 994.32	\$ 810.22	\$ 3,736.65	\$ 9,599.10	\$ 10,153.07	\$ 9,630.38	\$ 10,508.30	\$ 8,722.46	\$ -	\$ -	56,020
Total Dollars	\$ 33,895.83	\$ 31,293.59	\$ 27,550.84	\$ 16,861.13	\$ 45,341.28	\$ 107,574.69	\$ 156,659.70	\$ 135,605.22	\$ 126,751.95	\$ 82,428.50	\$ 16,337.64	\$ 26,249.56	\$ 806,549.93

Prior YTD

(1) For a property that is marketed as a stand-alone short-term rental, for which there are no hotel/motel amenities offered.

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

Excise Tax on Short Term Rentals

Activity Month	2022	2023	2024	2025	% Change from 2024	YTD % Change
January	\$ 27,661.19	\$ 37,085.48	\$ 35,761.19	\$ 39,059.77	9.2%	9.2%
February	\$ 32,883.88	\$ 27,662.57	\$ 28,192.46		-100.0%	
March	\$ 28,220.99	\$ 23,074.54	\$ 21,027.21		-100.0%	
April	\$ 7,217.41	\$ 6,674.51	\$ 7,558.36		-100.0%	
May	\$ 23,933.67	\$ 21,653.38	\$ 27,989.28		-100.0%	
June	\$ 72,625.26	\$ 84,017.25	\$ 89,007.15		-100.0%	
July	\$ 109,220.30	\$ 128,885.01	\$ 141,496.13		-100.0%	
August	\$ 90,863.82	\$ 99,257.44	\$ 118,757.19		-100.0%	
September	\$ 83,065.86	\$ 92,170.25	\$ 87,286.84		-100.0%	
October	\$ 41,028.93	\$ 55,796.90	\$ 49,490.66		-100.0%	
November	\$ 9,274.82	\$ 13,210.01	\$ 10,581.26		-100.0%	
December	\$ 29,333.34	\$ 29,200.58	\$ 27,874.27		-100.0%	
Grand Total	\$ 555,329.47	\$ 618,687.92	\$ 645,022.01	\$ 39,059.77		

Revenue by Fund	2022	2023	2024	2025	Cumulative
Affordable/Attainable Housing	\$ 277,664.74	\$ 309,343.96	\$ 322,511.00	\$ 19,529.89	\$ 929,049.58
Water Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 161,255.50	\$ 9,764.94	\$ 464,524.79
Sewer Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 161,255.50	\$ 9,764.94	\$ 464,524.79
Cumulative Total Raised					\$ 1,858,099.17

Affordable Housing Revenue and Expenses	2022	2023	2024	2025	Cumulative
Total Raised	\$ 277,664.74	\$ 309,343.96	\$ 322,511.00	\$ 19,529.89	\$ 929,049.58
Total Spent	\$ (110,000.00)	\$ (67,849.69)	\$ (132,882.16)	\$ -	\$ (310,731.85)
Total Remaining	\$ 167,664.74	\$ 241,494.27	\$ 189,628.84	\$ 19,529.89	\$ 618,317.73

Average 2025 YTD Income Reported Per Property
Average 2025 YTD Excise Tax Paid Per Property

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	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	% change from 2024
January	9,287	36	9,392	8,553	8,149	4,961	5,258	6,871	7,152	7,958	11.27%
February	9,095	13	7,342	5,970	7,836	4,824	6,660	5,599	5,592	7,369	31.78%
March	10,087	58	10,468	9,118	3,638	7,697	8,621	7,148	8,426		
April	6,195	16	7,048	5,481	-	7,104	5,249	4,693	6,578		
May	12,065	2,984	13,346	11,397	-	11,580	9,549	10,602	11,201		
June	22,404	18,175	24,764	24,525	1,540	25,977	20,156	23,206	22,419		
July	36,116	37,483	35,943	36,986	6,416	30,994	26,286	32,117	32,654		
August	22,353	25,486	23,936	23,274	12,622	22,179	19,101	21,170	20,874		
September	9,258	16,065	16,397	14,833	11,946	13,612	14,652	15,634	15,208		
October	62	9,834	8,771	9,596	10,699	9,368	10,135	11,035	12,238		
November	49	7,077	7,043	6,920	4,644	6,782	5,354	6,326	6,851		
December	47	10,753	9,046	8,174	4,439	6,317	6,510	8,152	8,816		
TOTAL YEAR	137,018	127,980	173,496	164,827	71,929	151,395	137,531	152,553	158,009		

REVENUE	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	% change from 2024
January	\$ 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	\$ 140,810.60	16.12%
February	\$ 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	\$ 152,827.35	44.77%
March	\$ 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	\$ -	
April	\$ 52,112.54	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	\$ -	\$ 98,819.49	\$ 152,003.71	\$ 133,097.92	\$ 119,178.58	\$ -	
May	\$ 108,047.29	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	\$ -	\$ 162,720.12	\$ 143,279.82	\$ 208,335.74	\$ 275,871.30	\$ -	
June	\$ 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	\$ -	
July	\$ 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	\$ -	
August	\$ 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	\$ -	
September	\$ 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	\$ -	
October	\$ 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	\$ -	
November	\$ 1,796.25	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	\$ 58,403.16	\$ 88,639.21	\$ 84,930.60	\$ 107,867.28	\$ 119,193.83	\$ -	
December	\$ 1,957.00	\$ 112,212.40	\$ 111,645.98	\$ 105,050.32	\$ 60,304.81	\$ 79,891.78	\$ 94,844.99	\$ 156,882.10	\$ 163,777.30	\$ -	
TOTAL YEAR	\$ 1,238,443.59	\$ 1,544,555.95	\$ 2,070,414.67	\$ 2,049,787.72	\$ 926,429.14	\$ 2,076,684.92	\$ 2,250,266.42	\$ 2,966,129.26	\$ 3,106,419.42		

CITY OF OURAY VISITOR CENTER - REVENUE TRENDS

REVENUES

	2022		2023			2024			2025			Incr./Decr.	25 vs. 24
	Concessions	Non-Profit	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV		
January			\$ 228.95	\$ 53.00		\$ 284.11	\$ 25.00	\$ -	\$ 149.25	\$ 95.00		\$ (64.86)	-21%
February			\$ 150.89	\$ 85.95		\$ 438.62	\$ 36.00	\$ -	\$ 519.70	\$ 140.00		\$ 185.08	39%
March			\$ 395.38	\$ 4.00		\$ 773.27	\$ 111.00	\$ -					
April			\$ 403.25	\$ 2.00	\$ 50.50	\$ 713.73	\$ 25.00	\$ -					
May			\$ 1,098.28	\$ 611.60	\$ 126.25	\$ 2,281.10	\$ 88.00	\$ 126.25					
June			\$ 1,627.77	\$ 690.75	\$ 202.00	\$ 3,035.75	\$ 498.00	\$ 325.25					
July	\$ 910.80	\$ 215.00	\$ 2,517.75	\$ 664.60	\$ 782.75	\$ 3,369.09	\$ 277.00	\$ 252.50					
August	\$ 1,281.05	\$ 684.85	\$ 2,669.69	\$ 648.85	\$ 378.75	\$ 2,360.70	\$ 387.00	\$ 378.75					
September	\$ 1,814.71	\$ 676.95	\$ 2,834.91	\$ 698.00	\$ 75.75	\$ 3,482.57	\$ 360.00	\$ 277.75					
October	\$ 1,383.05	\$ 275.00	\$ 1,096.11	\$ 253.00	\$ 227.25	\$ 1,636.08	\$ 225.00	\$ 50.50					
November	\$ 380.36	\$ 121.00	\$ 354.94	\$ 40.00	\$ -	\$ 160.37	\$ 60.00	\$ -					
December	\$ 516.45	\$ 79.00	\$ 233.25	\$ -	\$ -	\$ 477.79	\$ -	\$ -					
TOTAL \$	\$ 6,286.42	\$2,051.80	\$ 13,611.17	\$ 3,751.75	\$ 1,843.25	\$ 19,013.18	\$2,092.00	\$ 1,411.00	\$ 668.95	\$ 235.00	\$ -	\$ 120.22	
		\$ 8,338.22			\$ 19,206.17			\$ 22,516.18			\$ 903.95		

percent of sales earning profit

75%

71%

84%

74%

February - March 2025 IT Highlights

- Letter of Conformance concerning accessibility received for the City of Ouray website
- Assistance provided to the Ouray Hot Springs to establish settings for online membership capabilities. Testing is in progress. Will continue to work with staff to build out the online capabilities.
- Monitored systems during power outage/switch over at City Hall for internal electrical panel replacement. All went well as expected with a slight restart outage that the ISP was informed about.
- Old Main server upgraded and configured as a secondary backup server for further redundancy capabilities and server installation/concepts training.
- PD electronic door strike ordered for the PD office back door and alarm panel will move from the front door to the back door. At the same time, a larger magnet is on order for another door.
- Working with Meta business for admin access to Ouray Hotsprings Business portfolio.
- Security Software migration for City Staff computers is complete. Small items are being checked on in the new configuration.
- Interim Police Chief accounts and devices were set up as a part of onboarding.
- A temporary computer was set up for Finance assistance.
- Finance software updates completed.
- Server security updates completed.



CCEC Report

Thursday, 3.13.2025

Ouray Main Street Committee Updates

1. The regular monthly meeting was held on March 12, 2025. The [agenda](#) and previous minutes are available on our [website](#).
2. The Main Street Committee is working with Slate Communications for a Main Street Promo Video. They are targeting our area (Montrose, Ridgway, Ouray, Silverton) to film on May 6, 7, 8, and 9. Here is a [link to the information](#) we provided ahead of time to aid in the planning process.
3. The committee is refining their Year-Rounder program schedule and process for future awards.
4. The committee is scheduling a retreat with [Downtown Colorado Inc.](#), a partner of [DOLA](#), that will happen in May. DCI focuses on establishing community-wide partnerships to facilitate and encourage community engagement for increased economic vitality.
5. The [Business Resources Page](#) has been updated with current opportunities. These were also emailed to all registered businesses.
6. Continuous work on updating the [Ouray Main Street committee webpage](#).

Police Department Events & Updates

Press Release: City of Ouray Hires Daric Harvey as Interim Chief of Police

1. A press release was sent out on Saturday, March 8, 2025. This was provided in our website's ["Latest News"](#), the alert pop-up, as well as on Facebook and Instagram for both the City feeds and stories.



PRESS RELEASE

FOR IMMEDIATE RELEASE: City of Ouray Hires Daric Harvey as Interim Chief of Police

OURAY, CO | Saturday, March 8, 2025 — The City of Ouray is pleased to announce the hiring of Daric Harvey as the new Interim Chief of Police. This leadership addition brings much-needed support to the Ouray Police Department and reinforces the City's commitment to public safety and community engagement.

Harvey brings experience in law enforcement leadership, having previously served as the Chief of Police for Cañon City, Colorado, where he oversaw a department of 51 employees. His expertise lies in community engagement, regional collaboration, fostering a culture of safety, and increasing transparency within police operations. While Chief of Police at Cañon City Harvey served as a board member for the Colorado Peace Officer Standards and Training (POST) which is responsible for certification and training of all Colorado Peace Officers, was a member of the Colorado State Legislative Oversight Advisory Committee on mental health and criminal justice, an executive committee member of the Colorado Association of Chiefs of Police, and conducted assessments of agencies to award Accredited status through state and national associations.

Prior to Cañon City, Harvey served on the Vail Police Department where his duties included, among other things, training of officers, community outreach, program development and leading sworn, civilian and code enforcement personnel. In addition, Harvey has served as Lieutenant of the Osceola County, FL Sheriff's Office, was a narcotics investigator for the Volusia County, FL Sheriff's Office and starting in 1996 was a uniform patrol officer for the Bunnell, FL Police Department. Harvey instructed at the police academy since 2006 teaching Constitutional law, investigation procedures, and leadership.

"As a politically neutral and community-minded leader, I believe in the importance of building trust within the community and fostering a positive working environment for officers," said Harvey. "My experience in recruiting and retaining staff, along with my focus on officer development and training, will help ensure that Ouray's Police Department remains effective and responsive to the needs of its citizens. I am both honored and excited to join the leadership team committed to serving the citizens, business owners, and visitors of Ouray. I want to thank Administrator Metteer for her faith in my abilities and giving me the chance to serve as the Interim Chief of Police. I look forward to collaborating with the City's talented individuals and our law enforcement partners to restore public trust and confidence in the dedicated officers of the Ouray Police Department."

Harvey's leadership will be instrumental in strengthening relationships between law enforcement and the community while enhancing the department's operational effectiveness. His strategic focus on officer training,

professional development, and proactive policing will help create a safer and more transparent law enforcement environment in Ouray.

"We are excited to welcome Daric Harvey to Ouray," said Michelle Metteer, City Administrator. "His strong leadership background and dedication to community-oriented policing will be a tremendous asset to both our officers and our residents."

The City of Ouray appreciates the community's support during this transition and looks forward to the positive impact Interim Chief Harvey will bring to the department. As Interim Chief, Harvey's full-time responsibilities will include implementing the recent Police Department audit, all of the responsibilities outlined within the Ouray Chief of Police job description, as well as patrol shifts throughout the City to ensure comprehensive police coverage. Harvey's first day on the job is scheduled for March 10, 2025.

970.325.7211
info@cityofouray.com
cityofouray.com

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

Cocoa with a Po-Po

1. The Ouray Police Department has been holding monthly Cocoa with a Po-Po on the fourth Wednesday of each month. Thank you to 1886 Coffee at the Beaumont Hotel for hosting February and to all community members who joined us! The next two will be hosted by 1886 Coffee at the Beaumont Hotel on March 26 and April 23. No agenda, just warm conversation. Please feel free to join us! Ask questions, voice concerns, and enjoy some free Java.

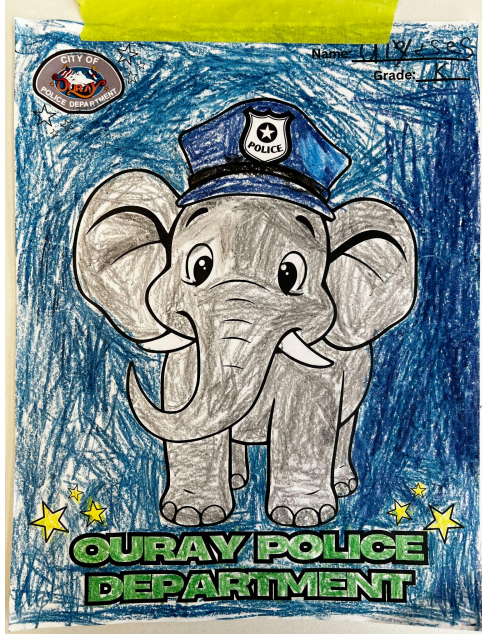
Ouray Elementary School Coloring Contest

1. The PD has created a fun coloring contest for the Ouray Elementary School children. We displayed the completed pages (64 total) in our City Hall hallway for two weeks, asked the City administrative office employees to choose their top two favorites from each category. Our Police Department provided fluffy friends that they picked out themselves and named as the prizes. This event was so well received, the kiddos were asking when the next one will be!

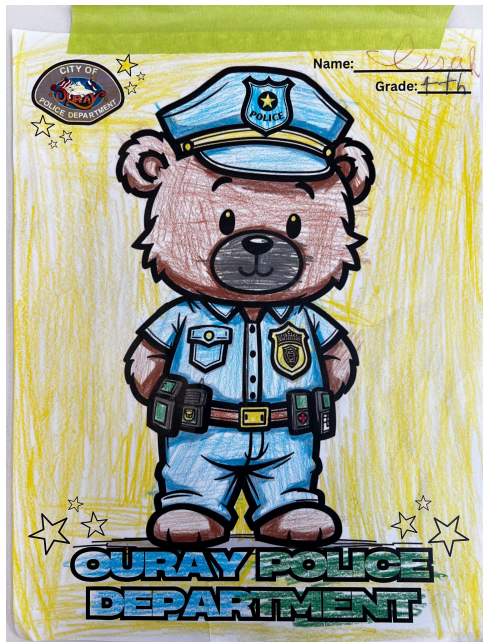
The Placing of Stickies for the Top Two:



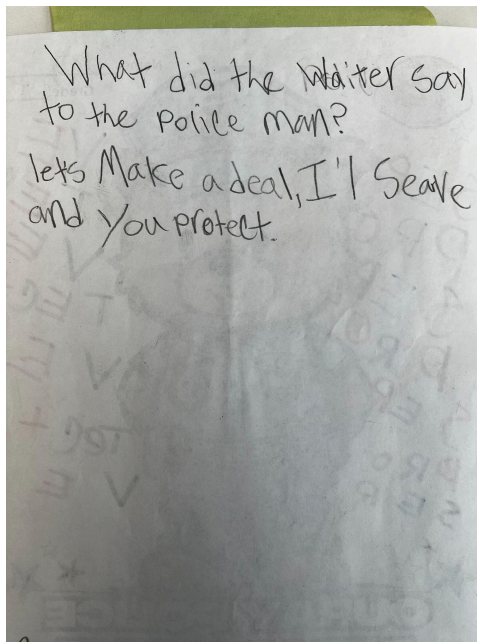
The Top Two out of the Kindergarten, 1st, & 2nd Grade Group:



The Top Two out of the 3rd and 4th Grade Group:



Honorable mention:



The Naming of Awards & the Gifting of the Stuffedies:



Created PD Brochure to Hand Out at Grand Junction Police Academy



OURAY PD IS HIRING

*Join the Team!
Make a Difference!*



Please see details inside.

Phone
970.325.7211

Website
cityofouray.com

E-mail
hr@cityofouray.com



Our Mission

The Ouray Police Department is committed to community policing and will serve the public with integrity, accountability, teamwork, respect, and positivism.



Stuff the Cruiser



Keeping it Light



Preschool Valentine's Day



4x4 Trail Questions



4th of July

City of Ouray Full-Time Police Officer

The City of Ouray is seeking a full-time Police Officer.

Full duties and requirements are listed in the job description on our website.

Full benefits package included.

Pay Range is \$25.14 to \$35.19

See www.cityofouray.com for an application form. Letter of Interest and application forms must accompany resumes.

Please submit by email to hr@cityofouray.com or fax to 970-325-7212.

The City of Ouray is an Equal Opportunity Employer.

Other Updates & Communications

February Newsletter: <https://conta.cc/4jMESKP>

Parks & Recreation Page [Calendar and Informational Updates](#)

Planning Community Cleanup Day - Saturday, June 7, 2025

City of Ouray Website Analytic Snapshot for the Last 28 Days: February 13 - March 12, 2025

Try searching "Users overview"

Pages and screens: Page title and screen class Last 28 days Feb 13 - Mar 12, 2025

	Page title and screen class	Views	Active users	Views per active user	Average engagement time per active user	Event count
<input checked="" type="checkbox"/>	Total	7,863 100% of total	3,657 100% of total	2.15 Avg 0%	51s Avg 0%	25,369 100% of total
<input checked="" type="checkbox"/>	1 Welcome to City of Ouray, CO	3,729 (47.42%)	1,959 (53.57%)	1.90	42s	12,505 (49.29%)
<input checked="" type="checkbox"/>	2 Parks and Recreation	446 (5.67%)	297 (8.12%)	1.50	27s	1,255 (4.95%)
<input checked="" type="checkbox"/>	3 Employment Opportunities	412 (5.24%)	240 (6.56%)	1.72	52s	1,250 (4.93%)
<input checked="" type="checkbox"/>	4 Lee's Ski Hill	400 (5.09%)	320 (8.75%)	1.25	38s	1,408 (5.55%)
<input checked="" type="checkbox"/>	5 Cascade Falls Park (Waterfall)	271 (3.45%)	233 (6.37%)	1.16	30s	1,049 (4.13%)
<input type="checkbox"/>	6 Staff Directory	259 (3.29%)	173 (4.73%)	1.50	1m 02s	785 (3.09%)
<input type="checkbox"/>	7 City Council	250 (3.18%)	102 (2.79%)	2.45	58s	757 (2.98%)
<input type="checkbox"/>	8 404. The page/URL requested wasn't found on this page	153 (1.95%)	126 (3.45%)	1.21	4s	484 (1.91%)
<input type="checkbox"/>	9 Rotary Park	148 (1.88%)	114 (3.12%)	1.30	35s	503 (1.98%)
<input type="checkbox"/>	10 WINTER AMENITY UPDATES	133 (1.69%)	56 (1.53%)	2.38	19s	307 (1.21%)

CITY OF OURAY

ORDINANCE NO. 02 (Series 2025)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO REPEALING AND REPLACING CHAPTER 7-8-B OF THE OURAY MUNICIPAL CODE TO CORRECT THE FORMULA FOR DETERMING THE MAXIMUM DENSITY FOR A GIVEN LOT.

WHEREAS, the City Council adopted a new land use code to make building in the City of Ouray easier, effective November 16, 2023;

WHEREAS, a review of the newly adopted code reveals minor inconsistencies with formula to determine maximum density for a lot for dwelling or lodging units and adds an example calculation of each for further clarity; and

WHEREAS, adopting these corrections to the Ouray Land Use Code is necessary to preserve the public health, safety, and welfare.

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

SECTION 1: REPEAL AND REPLACE

Chapter 7, Section 8, Subsection B is repealed and replaced as follows:

B. Maximum Density/Minimum Lot Area

Maximum density is the maximum number of dwelling units allowed (D.U.) or lodging units (L.U.) per sq. ft. of gross lot area listed. The density of a lot is determined by dividing the gross square footage of the lot area, including any land area required to be dedicated for right-of-way by the maximum density (D.U. or L.U. square footage) in Table 7-8-A. In the determination of the number of units to be allowed on a specific parcel of land, a fractional unit equal to or greater than one-half of a unit shall be rounded up to equal a full unit; a fractional unit less than one-half of a unit shall be rounded down.

- e.g. Maximum density in R-2 for dwelling units is: $7,100\text{s.f. lot area} / 2,370\text{ s.f. per D.U.} = 2.99$
D.U.'s = 3 D.U.'s allowed on the parcel.
- e.g. Maximum density in R-2 for lodging units is: $7,100\text{ s.f. lot area} / 790\text{ s.f. per L.U.} = 8.99$
L.U.'s = 9 L.U.'s allowed on the parcel

SECTION 2: EFFECTIVE DATE

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

SECTION 3: SEVERABILITY

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by 5 To 0 vote of the Ouray City Council this 3rd day of March 2025.

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 March 2025.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 02 (Series 2025), was introduced, read, and passed by the Ouray City Council on first reading on MARCH 3, 2025. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on MARCH 6, 2025 and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2025, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

Fermented Malt Beverage/Fermented Malt Beverage and Wine Retailer License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

*Note that the Division will not accept cash.

Paid by check

Paid online

CK# 0125 MMD
Uploaded to Movelt on Date

New License

New-Concurrent

Transfer of Ownership

• All answers must be printed in black ink or typewritten

• Applicant must check the appropriate box(es)

• Local license fee \$

1,128.75

CK# 0126

JK \$1128.75
MMD 2/26/25

• Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:

SBG.Colorado.gov/Liquor

Applicant is applying as a/an:

Individual

Limited Liability Company

Association or Other

Corporation

Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

Once Upon A Thyme LLC

FEIN

Trade Name of Establishment (DBA)

33-2654535

Cassidy's Cafe + Antiques

Sales Tax Number

Business Telephone

96509155

619 607 0117 (currently)

Address of Premises (specify exact location of premises)

480 Main Street

City

County

State

ZIP Code

Ouray

Ouray

CO

81427

Mailing Address (Number and Street)

P.O. Box 233

City or Town

State

ZIP Code

Ouray

CO

81427

Email Address

Home Phone Number

allison_strand@yahoo.com

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

Present Trade Name of Establishment (DBA)

NA

Present Sales License Number

--

Present Class of License

--

Present Expiration Date

--

Section A - Nonrefundable Application Fee

- Application Fee for New License \$1,100.00
- Application Fee for New License - with Concurrent Review \$1,200.00
- Application Fee for Transfer..... \$1,100.00

Section B - Fermented Malt Beverage License Fees

- Retail Fermented Malt Beverage On-Premises (City) \$96.25
- Retail Fermented Malt Beverage On-Premises (County) \$117.50
- Retail Fermented Malt Beverage and Wine (City) \$96.25
- Retail Fermented Malt Beverage and Wine (County) \$117.50
- Retail Fermented Malt Beverage and On/Off-Premises (City) \$96.25
- Retail Fermented Malt Beverage and On/Off-Premises (County) \$117.50

Master File Location Fee \$25.00 x

--

 Total \$

--

Master File Background \$250.00 x

--

 Total \$

--

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

Do Not Write In This Space - For Department Of Revenue Use Only

Liability Information

License Account Number

--

Liability Date

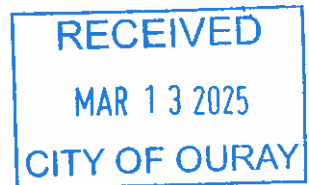
--

License Issued Through: (Expiration Date)

--

Total \$

--



Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a Corporation Individual Partnership Limited Liability Company

License Number

03-08819

Name of Licensee

Thai Chili Ouray LLC

Trade Name of Establishment (DBA)

Thai Chili Ouray

Address of Premises (specify exact location of premises)

746 Main Street

City

Ouray

County

Ouray

State

CO

ZIP Code

81427

Business Email Address

thaichilouray@gmail.com

Business Phone Number

970-535-4100

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- Manager's Registration (Hotel & Restaurant)..... \$30.00
- Manager's Registration (Tavern)..... \$30.00
- Manager's Registration (Lodging Facility)..... \$30.00
- Manager's Registration (Entertainment Facility)..... \$30.00
- Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- Duplicate License \$50.00

Section C

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

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

Date License Issued	License Account Number	Period

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

Total Amount Due..... \$

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

Retail Warehouse Permit for:

On-Premises Licensee (Taverns, Restaurants etc.)

Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of Storage Premises

City

County

ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

Change of Trade Name/DBA only

Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Change of Location

Note to Retail Licensees: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

Date of Hearing

Address of current premises.

Address

City

County

ZIP Code

Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City

County

ZIP Code

New mailing address if applicable.

Address

City

County

State

ZIP Code

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); **or**
- Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City

County

ZIP Code

Address of Location 2:

Address

City

County

ZIP Code

Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging Facility and Entertainment Facility liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

New Manager's Name

Date of Employment

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

The addition of the second floor lobby bar area, including restrooms, stairs to rooftop, dumbwaiter, and storage closet plus the rooftop which includes the entire roof area except the HVAC machines.

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

Note: The total state fee for temporary modification is \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... Yes No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services I wish to designate my existing:

Liquor License Type	Liquor License Number
<input type="text"/>	<input type="text"/>

to a Campus Liquor Complex..... Yes No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

<input type="text"/>		
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

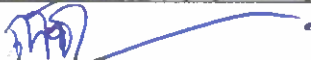
Outlined diagram provided..... Yes No

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Print Name	Title
Natakit Bourrod	Member

Electronic signature is not accepted, physical signature is required.

	Date (MM/DD/YY) 3/11/2025
---	------------------------------

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)	Date filed with Local Authority	
<input type="text"/>	<input type="text"/>	
Electronic signature is not accepted, physical signature is required.	Title	Date (MM/DD/YY)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Electronic signature is not accepted, physical signature is required.	Title	Date (MM/DD/YY)
<input type="text"/>	<input type="text"/>	<input type="text"/>

**WATER LEASE EXTENSION
HIELAND AND OURAY DITCHES**

This **LEASE EXTENSION** is effective January 1, 2024, by and between the City of Ouray, Colorado (**City or Lessor**); and the Hieland Ditch Company, a Colorado not-for-profit corporation, with a principal address at 3410 Williams Drive Suite 420-139, Montrose, Colorado, 81401, and the Ouray Ditch Company, 20965 Hwy 550, Montrose, CO 81403, (**Lessees**). The Lessors and Lessees are collectively referred to as the Parties.

WHEREAS, the Lessors own all of the water rights in the Red Mountain Ditch, Decreed in Case No. 1751-B, Water Division 7, for 6.0 c.f.s. of the water from Mineral Creek, tributary to the Rio Las Animas River (Water Rights);

WHEREAS, Lessees have leased and desire to continue to lease all of Water Rights to irrigate the lands historically served with irrigation water from the Red Mountain Ditch and other lands served by the Hieland and Ouray Ditches, in Ouray and Montrose Counties subject to the terms and conditions of this Lease;

WHEREAS, Lessor and Lessees desire to extend that certain Water Lease effective January 1, 2018 which is attached as **Exhibit A** for an additional six (6) years under the same terms and conditions.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and the payments to be made hereunder, the Parties agree as follows:

1. The lease set forth as Exhibit A is hereby extended for an additional six (6) years with the following changes:
 - a. The first sentence of Paragraph 4 shall read: The Lease is for a term of six (6) calendar years commencing January 1, 2024, and terminating on December 31, 2029.
 - b. Paragraph 5 shall read as follows: Lessees shall pay to the City the full six-year lease payment of \$500.00 (\$250.00 each ditch company). If the Lease is terminated before December 31, 2026, the lease payment shall be refunded to the Lessees prorata for the terminated portion of the Lease.
2. All other terms of Exhibit A are hereby extended and shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessors and Lessee have executed this Water Lease on their respective behalf and by their proper officers.

SIGNATURES ON NEXT PAGE

Lessors: City of Ouray:	Lessees: Hieland Ditch Company & Ouray Ditch Company
_____ Date _____ Mayor	_____ Date _____ Glen Kidder Hieland Ditch Company
_____ Date _____ Attest, City Clerk	_____ Date _____ Attest
	_____ Date _____ Dean Alexander Ouray Ditch Company
	_____ Date _____ Attest

**WATER LEASE
HIELAND AND OURAY DITCHES**

This **Lease** is entered effective January 1, 2018, between the City of Ouray, Colorado, a home rule city (**City or Lessor**); and the Hieland Ditch Company, a Colorado not-for-profit corporation, with a principal address at 3410 Williams Drive Suite 420-139, Montrose, Colorado, 81401, and the Ouray Ditch Company, 20965 Hwy 550, Montrose, CO 81403, (**Lessees**). The Lessor and Lessees may be referred to as the Parties.

WHEREAS, the Lessor owns all of the water rights in the Red Mountain Ditch, Decreed in Case No. 1751-B, Water Division 7, for 6.0 c.f.s. of the water from Mineral Creek, tributary to the Rio Las Animas River (**Water Rights**)

WHEREAS, Lessor has leased and wants to continue to lease all of Water Rights to irrigate the lands historically served with irrigation water from the Red Mountain Ditch and other lands served by the Hieland and Ouray Ditches, in Ouray and Montrose Counties subject to the terms and conditions of this Lease; and

WHEREAS, Lessees desire to lease all of the Water Rights to irrigate the land historically served with irrigation water from Red Mountain Ditch and other lands served by the Hieland and Ouray Ditches, in Ouray and Montrose Counties, subject to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and the payments to be made hereunder, the Parties agree as follows:

1. Lease of Water Right.

- a. The Lessor hereby lease to the Lessees the Water Rights. Any water delivered into the Uncompahgre River pursuant to the Water Rights will be diverted by Lessees into the Hieland Ditch or the Ouray Ditch and used on lands historically irrigated with water from the Red Mountain Ditch, as described in Exhibit A. The quantity leased will be the amount of the Water Rights delivered by the Red Mountain Ditch in priority, except as provided for in this paragraph. Lessor may cease or curtail supply of the Water Rights, when required to act in compliance with any decisions and actions of the Water Commissioner and will provide Lessees advance notice of potential and actual curtailment or cessation and an end of the curtailment or cessation.
- b. If there is sufficient water to irrigate other lands, such lands belonging to members of the Hieland and Ouray Ditch Companies may be irrigated. Failure by the Lessees to use the Water Rights as required by this paragraph will be grounds for termination of the Lease by the Lessor.

2. **Ownership of Water Rights.** The Parties expressly acknowledge that the Water Rights are not jointly owned by the Lessor. Any termination of this Lease under paragraphs 10 and 11 by one Lessor only would result in the reduction of the amount of the Water Rights available to Lessees under this Lease.
3. **Repair of Ditch.** The Parties expressly acknowledge that the City, as the holder of the ditch bill easement for Red Mountain Ditch, will be making repairs to the Red Mountain Ditch, in order to divert the Water Rights. Any delay or failure by the City to make such repairs or perform maintenance shall not constitute a default of this Lease.
4. **Term of Lease.** The Lease is for a term of five (5) calendar years commencing January 1, 2018, and terminating on December 31, 2023. If Lessees want to renew the Lease beyond its original term, then on or before October 1 of the last year of the current lease term, Lessees shall give the Lessor written notice of its desire to renew the Lease, and the term of the desired renewal. The Lessor shall have sixty (60) days after receipt of the Lessees' notice of its desire to renew the Lease to advise the Lessees, in writing, whether the Lessor will renew the Lease, and if so, the terms of the renewed lease.
5. **Payment.** Lessees have paid to the City the full five-year lease payment of \$500.00.
6. **Accounting Responsibilities.** The Lessor shall notify Lessees when water is physically being delivered into the Uncompahgre River for use under this Lease. Lessees shall report the amount of water used to the Water Commissioner, if required by the Water Commissioner in such form and at such times as required by the Water Commissioner. Lessees shall report the amount of water used to the Lessor on or before the first day of each month, beginning on the first day of the month after water is diverted into the Uncompahgre River, without a request from Lessor. Lessees' reports shall include the amount of water used, the number of acres irrigated, the location of the property where the water was used, the crops grown, the date irrigation commences and the date irrigation ceases as well as any other matters as requested by the Lessor in connection with the use of the Water Rights. Reports due to Lessor shall be sent pursuant to the addresses provided in paragraph 28.
7. **Change of Water Rights.** During the term of this Lease, the Lessor, jointly or individually, in their sole discretion, may adjudicate a change of water rights application that includes the Water Rights.

8. **Title to Water Rights.** Nothing in this Lease is to be interpreted as giving the Lessees any legal or equitable title in or to the Water Rights.
9. **Pledge or Encumbrance.** Lessees shall not pledge or otherwise encumber this Lease or the Water Rights for any purpose including, without limitation, securing debt, augmenting past, present or future well depletions or repaying obligations to any ditch company or water conservancy district.
10. **Lessees' Obligations.** Lessees are jointly and severally liable for all obligations imposed on them by this Lease.
11. **Termination.**
 - a. Any party may terminate, for any reason and without providing a notice of default and opportunity to cure as provided for in Paragraph 11 below, this Lease as it relates to that party upon sixty (60) days written notice to the other parties.
 - b. Notice of termination shall be in writing. The termination of this Lease shall not release Lessees from any obligations or liabilities incurred pursuant to the terms of this Lease. Lessees hereby agree, following the termination of this Lease, to execute any documentation requested by the Lessor for the purposes of documenting such termination and to consent to the recording of such documentation in the real property records for the historically irrigated land.
12. **Default, Right to Cure.** In the event that any party believes that the other is in default of any obligation under this Lease, the non-defaulting party, at its sole election, shall promptly give written notice of the default to the defaulting party. If a notice of default is provided, the party accused of the default shall either cure it or provide a written statement explaining why it is not in default. If the alleged default is not cured or otherwise resolved within thirty (30) days, the Parties may resort to their remedies.
13. **Default by Lessees.** The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Lessees.
 - a. The failure by Lessees to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessees.
 - b. The failure by Lessees to use the water as provided to irrigate the land historically irrigated by the Red Mountain Ditch, in which case the Lessor

may withhold and cease delivery of the Leased Water or terminate the Lease, or both.

- c. The failure by Lessees to timely make payment as required under the Lease.
- d. The failure by Lessees to make such reports and accounting as required, in which case the Lessor may retain a consultant to complete the required accounting and Lessees shall be responsible for the costs of such accounting including fees payable to such consultant for completion of such accounting.

14. Remedies.

- a. In the event that either party defaults in the performance of any of its obligations under this Lease, each party shall have all remedies provided in this Lease or by law or equity, but neither party shall have the right of specific performance against the other.
- b. The remedies listed above are not the Lessor' exclusive remedies but are in addition to any other rights or remedies which the Lessor may have by reason of such default or breach. If the Lessor terminates the Lease it shall be permitted to use the Water Rights or to re-lease the Water Rights to other water users.

15. **Assignment.** This Lease may be not assigned by Lessees.

16. **Amendment.** This Lease may be modified, amended, changed or terminated in whole or in any part only by an agreement in writing duly authorized and executed by the Parties.

17. **Waiver.** Failure of either party to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise, at some future time, such right or rights or any other right it may have hereunder. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

18. **Entire Agreement, Modification.** This Lease constitutes the entire agreement between the Parties pertaining to the subject matter described in it and supersedes any and all prior contemporaneous agreements, both written and oral, representations, and understandings between the Parties. Unless otherwise provided for in this Lease, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by all Parties.

19. **Headings for Convenience Only.** Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.
20. **Non-Severability.** Each section in this Lease is intertwined with the others and are not severable unless by mutual written agreement of the Lessor and Lessees.
21. **Governing Law and Venue.** This Lease and its application shall be construed in accordance with the laws of the State of Colorado. The Parties agree that venue for any litigated disputes regarding this Lease shall be the Water Court or, if the matter in dispute is not a water matter as defined by statute, the Ouray County District Court.
22. **Effect of Invalidity.** If any provision or portion of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of competent jurisdiction, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
23. **Binding Effect.** This Lease and the rights and obligations created hereby shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, if any.
24. **Multiple Originals.** This Lease may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same Lease.
25. **No Fees and Expenses and Apportionment.** Except as otherwise expressly set forth in this Lease, each of the Parties hereto will bear its own expenses in connection with the transactions contemplated by this Lease.
26. **Joint Draft.** The Parties agree they drafted this Lease jointly with each having available the advice of legal counsel and an equal opportunity to contribute to its content.
27. **No Third-Party Beneficiaries.** This Lease is intended to describe the rights and responsibilities of and between the Parties hereto and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not signatories hereto, nor to limit, impair, or enlarge in any way the powers, regulatory authority and responsibilities of either party or any other governmental entity not a party hereto.

28. **Notice.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States mail, first class postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed for personal services of a summons or other legal process. All notices required to be given to the Lessor hereunder shall be delivered to:

City of Ouray
P.O. Box 468
Ouray, Colorado 81427

or at such other address as the Lessor may direct in accordance with this paragraph.

All notices required to be given to Lessees hereunder shall be delivered to

Ouray Ditch Company c/o Doug Flowers
20965 Hwy 550
Montrose CO 81403

Hieland Ditch Company c/o Joe Kellerher
3410 Williams Drive Suite 420-139
Montrose, Colorado, 81401

or at such other address as Lessees may direct in accordance with this paragraph.


29. **Calculation of Time Periods.** In computing any period prescribed or allowed by this agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Thereafter, every day shall be counted, including holidays, Saturdays or Sundays. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. The "next day" is determined by continuing to count forward when the period is measured after an event and

backward when measured before an event. As used herein, "legal holiday" means any day except Saturday or Sunday when the courts of Colorado are scheduled to be closed.

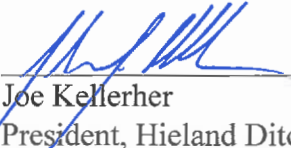
30. **Attorney Fees and Costs.** In the event of any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Lease, each party agrees to be responsible for its own attorney's fees and other professional fees, costs and expenses associated with any such proceedings.
31. **No Rights Conferred.** Except as otherwise provided in this Lease, the Parties acknowledge that all water leased hereunder is intended for the present and future use of the Lessor. It is further understood and agreed to by the Parties that this Lease shall confer no rights other than expressed herein upon Lessees.
32. **Right to Enter into Lease.** Each party hereby warrants and represents that it has the full right and lawful authority to enter this Lease.

[Signatures on next page]



IN WITNESS WHEREOF, the Lessor and Lessees have executed this Water Lease on their respective behalf and by their proper officers.

Lessor: City of Ouray:	Lessee: Ouray Ditch Company:
_____ Date _____ Mayor	 Date <u>1-28-2</u> Doug Flowers President, Ouray Ditch Company
Attest _____ Date _____ City Clerk	Lessee: Heiland Ditch Company _____ Date _____ Joe Kellerher President, Heiland Ditch Company

IN WITNESS WHEREOF, the Lessor and Lessees have executed this Water Lease on their respective behalf and by their proper officers.

Lessor: City of Ouray:	Lessee: Ouray Ditch Company:
<p>_____ Date _____</p> <p>Mayor</p>	<p>_____ Date <u>1-28-</u></p> <p>Doug Flowers President, Ouray Ditch Company</p>
<p>Attest</p> <p>_____ Date _____</p> <p>City Clerk</p>	<p>Lessee: Heiland Ditch Company</p> <p> Date <u>1/28/21</u></p> <p>Joe Kellerher President, Heiland Ditch Company</p>

IN WITNESS WHEREOF, the Lessor and Lessees have executed this Water Lease on their respective behalf and by their proper officers.

Lessor: City of Ouray:	Lessee: Ouray Ditch Company:
 Date <u>02/08/2021</u> Mayor	_____ Date _____ Doug Flowers President, Ouray Ditch Company
Attest  Date <u>2/8/21</u> City Clerk	Lessee: Heiland Ditch Company _____ Date _____ Joe Kellerher President, Heiland Ditch Company

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

INVOICE

February 8, 2021

Joe Kellerher
Hieland Ditch Company
3410 Williams Drive, Suite 420-139
Montrose, CO 81401

Dear Mr. Kellerher:

Per the attached agreement approved by the Ouray City Council on February 1, 2021, this letter serves as a Water Lease invoice from the City of Ouray to the Hieland Ditch Company for the 5 years from January 1, 2018 to January 1, 2023.

Amount due: \$250.00

Payable to:

City of Ouray
P.O. Box 468
Ouray, CO 81427

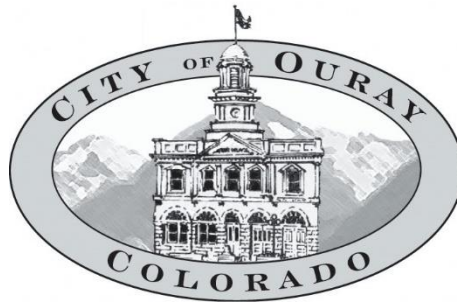
We would appreciate payment upon receipt of this invoice.

Sincerely,

A handwritten signature in blue ink that reads "Melissa M. Drake". The signature is written in a cursive, flowing style.

Melissa M. Drake
Director of Finance and Administration
City of Ouray

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

INVOICE

February 8, 2021

Doug Flowers
Ouray Ditch Company
20965 Highway 550
Montrose, CO 81403

Dear Mr. Flowers:

Per the attached agreement approved by the Ouray City Council on February 1, 2021, this letter serves as a Water Lease invoice from the City of Ouray to the Ouray Ditch Company for the 5 years from January 1, 2018 to January 1, 2023.

Amount due: \$250.00

Payable to:

City of Ouray
P.O. Box 468
Ouray, CO 81427

We would appreciate payment upon receipt of this invoice.

Sincerely,


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

Melissa M. Drake
Director of Finance and Administration
City of Ouray



PST Engineering, LLC
 2615 Main Avenue, Suite 209
 Durango, CO 81301
 Tel. 970-403-5492

Change Order Request #	1
Project:	Ouray Revitalizing Main Street
CDOT Project #:	C M006-001
CDOT Project Code:	25277
Client Contact:	Joe Coleman, Public Works Director
Date:	March 13, 2025
Reason for Change:	Requested additional work described below
Description of Change:	<ul style="list-style-type: none"> · Update plans, specs, & estimates to remove bump-outs on US 550/Main Street at the 6th and 7th Ave intersections and to add in a section of sidewalk along the west side of US 550 from the Hot Springs Parking Lot driveway to the south end of the "Fish Pond" (approximately 350'). The Change Order fees are broken down as follows: <ol style="list-style-type: none"> 1. PST Engineering (Civil Design) = \$9,000 2. San Juan Surveying = \$1,500 3. SME Environmental = \$1,500 <p style="text-align: center;">Total = \$12,000</p>
Current Contract amount:	\$134,120
Sum of CO's to date:	\$0.00
Net change this CO:	\$12,000
New Contract amount after this CO:	\$146,120

PST Engineering, LLC Authorization	Client Authorization
Printed: Steve Pavlick	Printed:
Signature: 	Signature:
Title: Principal	Title:

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING OURAY FIRE PROTECTION DISTRICT AUTHORITY**

This Intergovernmental Agreement (the “Agreement”), entered into on October 1st, 2025, by and between the Ridgway Fire Protection District (“RFPD”), a quasi-municipal corporation and political subdivision of the State of Colorado; the Ouray Fire Protection District (“OFPD”), a quasi-municipal corporation and political subdivision of the State of Colorado; the Log Hill Mesa Fire Protection District (“LHFPD”), a quasi-municipal corporation and political subdivision of the State of Colorado (each individually, a “District” and collectively, the “Districts”); the City of Ouray, a home rule municipality of the State of Colorado (“City”); and the County of Ouray, a statutory county and political subdivision of the State of Colorado (County”) (Districts, City, and County each individually a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the Districts are each fire protection districts organized and operating pursuant to Title 32 of the Colorado Revised Statutes (“Title 32”); and

WHEREAS, pursuant to the authority granted under Title 32, the Districts carry out fire prevention and suppression activities, emergency medical and rescue services, fire code enforcement, hazardous material responses and all other activities permitted under Title 32; and

WHEREAS, pursuant to the authority granted under Title 31 of the Colorado Revised Statutes (“Title 31), the City has the power to operate a fire department and emergency rescue services, and currently operates a volunteer fire department that carries out fire prevention and suppression activities; and

WHEREAS, pursuant to the authority granted under Title 30 of the Colorado Revised Statutes (“Title 30), the County has the power to establish emergency rescue services, and currently provides advanced life-support EMS services to the County; and

WHEREAS, the Parties, being located adjacent to one another, have developed a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under their respective authority; and

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Section 29-1-201, *et seq.* CRS, local governments may cooperate or contract with each other to provide any function or service that is legally authorized to each, including, without limitation, the sharing of costs for such services; and

WHEREAS, in an effort to further advance their collaborative efforts, the Parties wish to enter into his Agreement to provide for the formation of an independent governmental entity, known as Ouray Fire Protection District (the “Authority”), which shall improve the health, safety and general welfare of the public within the respective territorial boundaries of the Parties, intended to be coterminous with the boundaries of the County (as such boundaries presently exist and as they may be adjusted in the future).

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein

expressed, it is agreed by and between the Parties hereto as follows:

ARTICLE I

GENERAL PROVISIONS

1.1 Term of the Agreement. This Agreement shall be in effect from the date first written above and remain in effect until terminated by the Parties in accordance with the provisions provided herein.

1.2 Ouray Fire Protection District. The Authority shall be known as Ouray Fire Protection District and is a separate legal entity organized pursuant to Section 29-1-203(4), C.R.S., that is an independent governmental entity separate and distinct from the Parties. The Authority may provide, directly or by contract, fire protection, emergency medical, rescue and ambulance transport services, enforcement of fire prevention codes, hazardous materials response, and all other services typically provided by the Parties within their respective territorial limits (collectively, the "Fire Rescue Services").

1.3 Nature of the Authority. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to the Parties and the Fire Rescue Services. To the extent possible, the Parties intend that the Authority be considered an "enterprise" under Article X, Section 20 of the Colorado Constitution ("TABOR") and therefore will not maintain a three percent (3%) emergency reserve as required by paragraph (5) of TABOR. Should it be determined that the Authority does not qualify as an "enterprise" for purposes of TABOR, the emergency reserves of the individual Parties shall be available to the Authority should it become necessary to draw on an emergency reserve fund and thus the Authority's emergency reserve requirement under TABOR would be satisfied. The Authority boundaries shall consist of the combined territorial boundaries of the Parties, which shall be the boundaries of the County.

1.4 Termination. This Agreement shall terminate upon any of the following occurring:

- a. Withdrawal of all but one (1) of the then-current Parties; or
- b. Written agreement of the Parties; or
- c. Non-appropriation event, as set forth in Article 6.2.

1.5 Withdrawal of Parties. Any Party may withdraw from this Agreement and the Authority by super-majority vote of the withdrawing Party's governing body. Withdrawal shall be effective as of January 1 of the year that begins at least twelve (12) months after the notice of withdrawal is provided to the other Parties. Upon withdrawal, the Parties shall confer in good faith on the return of any assets, property, or personnel that were transferred to the Authority by the withdrawing Party.

1.6 Addition of Parties. The Board may determine to add entities to the Authority under such terms and conditions as the Board deems appropriate and pursuant to a super-majority vote of the Board.

1.7 Principal Place of Business. The principal place of business of the Authority shall be 251 N. Railroad St, Ridgway, CO 81432, unless otherwise established by the Authority Board.

1.8 Governing Board. The Authority shall be governed by a board of five (5) members (the "Board") in which all administrative and legislative power of the Authority is vested.

- a. Number. The Board shall initially be comprised of 5 members from each Party's governing bodies (each a "Member"). Each Member's term on the Board shall coincide with the term that individual Member has been elected or appointed to serve on behalf of his or her respective Party. Each Member is entitled to cast one vote on any matter that comes before the Board.
- b. Eligibility. To be eligible to serve on the Board, a Member must have been elected to the governing board of one of the Parties.
- c. Vacancy. A vacancy may arise on the Board through resignation, death, removal by the appointing Party, disability of any such Member or loss of eligibility to serve on the Board.
- d. Appointment. A vacancy may be filled through appointment as determined by the majority vote of the Board of Directors of the Party of which the vacating Member was originally associated with and appointed by.
- e. Quorum. To form a quorum, at least half of the seated Members must be present at a regular or special meeting of the Board. The Board may not hold a meeting or take formal action if a quorum is not present. A Member shall be deemed present by either in-person or electronic attendance at a meeting.
- f. Decisions. Decisions of the Board shall only be made at regular or special meetings, called upon notice as required herein, at which a quorum is present. Except as otherwise expressly provided herein or required by law, decisions of the Board shall be made by a majority of the quorum present at a particular meeting.

1.9 Meetings of the Board.

- a. Notice of Meetings. The Board shall annually designate, at its first regular meeting of each calendar year, the public posting location(s) within the boundaries of the Authority for providing full and timely notice to the public of all regular and special meetings in accordance with Section 24-6-402(2)(c), C.R.S., as amended.
- b. Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by the Board. The Board may change the time and place of meetings throughout the year in compliance with applicable law and reflected in the relevant posted meeting notice.
- c. Special Meetings. The Board may conduct special meetings, which may be called by the Board at such times as it may determine to be necessary, provided that notice of the time, place, and business of such meeting is provided to the public in accordance with applicable law.
- d. Open Meetings. All meetings of the Board shall be open to the public, except that the Board may go into executive session in accordance with Section 24-6-402(4), C.R.S., as amended.

- e. Electronic Attendance. Members may participate by telephone or other technology that allows them to participate in a meaningful manner, with advanced notice to the Board President. Any meeting which is held completely by remote means shall provide the relevant information for the public to join the meeting in the posted notice of the meeting.
- f. Minutes. The Secretary shall cause all minutes of the meetings of the Board to be kept and shall, prior to the next meeting, provide a draft of the minutes to each Member of the Board for consideration at the next meeting.
- g. By-Laws. The Board may adopt such by-laws, rules and regulations as necessary for the conduct of its meetings and affairs.

1.10 Colorado Governmental Immunity Act. As a separate governmental entity created pursuant to Section 29-1-203(4), C.R.S., the Authority, and its officers, employees, and volunteers, shall receive and enjoy all of the privileges, immunities and defenses afforded under federal or state constitutional, statutory or common law, including but not limited to, those provided to a "public entity" under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as amended.

ARTICLE II

OFFICERS AND EMPLOYEES

2.1 Officers. The Board of Directors shall elect from its membership a President, Vice President, Secretary, and Treasurer who shall be the officers of the Board and of the Authority. A single Director may serve as both the Secretary and Treasurer at the discretion of the Board. The officers shall be elected by a majority of the Directors voting at such election. The Board may, from time to time appoint an acting officer in the absence of any individual officer. The election of the officers shall be conducted biennially at the first regular meeting of the Board in January. Each officer so elected shall serve for a term of two years, which term shall expire upon the election of his or her successor or upon his or her reelection to that office. An office may be removed by super-majority vote of the Board. The Board may also choose to appoint a Recording Secretary, which appointee need not be a Board member. Said officers shall perform the duties normal for said offices, including the following and such other duties as may be imposed by the Board:

- a. President. The President shall act as the Chair of the Board and shall preside at all meetings. Except as otherwise authorized by the Board, the President shall sign all contracts, deeds, notes, debentures, warrants and other instruments authorized to be executed by the Board on behalf of the Authority, except contracts or agreements that may be signed by the Fire Chief of the Authority, as herein provided.
- b. Vice President. The Vice President shall perform all of the President's duties in the absence of the President.
- c. Secretary. The Secretary shall be responsible for overseeing the records of the Authority; may act as Secretary at meetings of the Board and record all votes; shall be responsible for ensuring a record of the proceedings of the Board is prepared in a visual text format that may be transmitted electronically, which shall be an official record of the Board; and shall perform all duties incident to that office. The Secretary shall be the custodian of the seal of Authority. The Secretary shall have the authority

to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.

- d. Treasurer. The Treasurer shall be authorized to invest or cause to be invested all surplus funds or other available funds of the Authority in permitted investments authorized by law or as specified by the Board. The Treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of Authority in accordance with adopted record retention schedules and applicable law. The accounting function shall be provided by an independent contractor under the supervision of the Fire Chief and Treasurer and shall be reviewed at least quarterly by the Board.
- e. Recording Secretary. The Board shall have the authority to appoint a recording secretary who need not be a member of the Board, and who shall be responsible for recording all votes and composing a record of the proceedings of the Board in a visual text format that may be transmitted electronically, which shall be the official record of the Board. The recording secretary shall not be required to take an oath of office, nor shall the recording secretary be required to post a performance bond.

2.2 Fire Chief. The Board shall appoint a fire chief to manage the Authority ("Fire Chief"). On behalf of the Authority, the Fire Chief shall carry out all of the operational and administrative responsibilities to provide the Fire Rescue Services and shall be subject to the supervision and oversight of the Board. Those powers not delegated to the Fire Chief shall be reserved to the Board. In addition to those powers and responsibilities which are specifically delegated by the Board, the Fire Chief shall have all powers and authorities provided to a fire chief under Section 32-1-1002, C.R.S., and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services and personnel, in the manner typically associated with a fire and emergency rescue agency. The Fire Chief shall have the authority to oversee maintenance and operation of all facilities and to make such personnel decisions as deemed appropriate, including without limitation, decisions as to organization, staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Fire Chief, termination.

2.3 Other Employees, Contractors or Consultants. The Board shall have the power to appoint, employ, or contract with such other persons, agents, and consultants for the purpose of providing professional, technical or consulting services as may be necessary for the purposes of this Agreement, including but not limited to legal, accounting, and investment services.

ARTICLE III

POWERS OF THE AUTHORITY

3.1 General Powers. The Authority shall exercise, in the manner herein provided, the common powers, which are lawfully authorized to the Parties, as provided by the laws of the State of Colorado, and all incidental, implied, expressed or necessary powers for the accomplishment of the purposes of this Agreement as provided herein. The Board shall exercise the Authority's powers unless otherwise designated by this Agreement, applicable law, or delegation of the Board. The Authority shall not have the power to levy taxes.

3.2 Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to, the following:

- a. To make, and enter into, and perform contracts, including those with the parties hereto, for goods or services of every kind as authorized by law with other governmental entities, the State of Colorado, or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.
- b. To employ all necessary personnel.
- c. To acquire, construct, manage, maintain, and operate any buildings, works, improvements or other facilities.
- d. To acquire, hold or dispose of property.
- e. To sue and be sued in its own name.
- f. To incur debts, liabilities, or obligations as may be permitted by law, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of either of the Parties to the extent and in the manner permitted by law, and borrow money and, from time to time, make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority; and providing that all debts, liabilities, and obligations of the Authority shall be limited to or secured only to the extent of the Authority's assets; and further providing that no obligation of the Authority shall be or become an obligation of either of the Parties without the express written consent of such Party.
- g. To apply for, accept, receive and disperse grants, loans and other aid from any governmental entity or political subdivision thereof.
- h. To invest any unexpended funds that are not required for the immediate operation of the Authority, as the Authority determines is advisable, in accordance with the laws of the State of Colorado.
- i. To administer and enforce the Fire Code adopted by the Authority, and as adopted or consented to by other municipalities and counties within the Authority's service area.
- j. To provide ambulance services or to contract with a provider of ambulance services within the Authority's service area through any lawful means, including but not limited to an exclusive service agreement, performance standards or other provisions as deemed appropriate by the Board.
- k. To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.
- l. To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority in the manner provided by law.

- m. To own, operate, and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative, or operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other operations with others.
- n. To act as agent on behalf of the parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the parties or any other party, to the extent permitted by law and the terms of such contracts and agreements.
- o. To carry out and enforce all provisions of this Agreement.

ARTICLE IV

ORGANIZATIONAL PROCEDURE

4.1 Delegation of Powers, Duties and Responsibilities.

- a. Each of the Parties delegates to the Authority the power, duty and responsibility to maintain, operate, manage and control all of the facilities, equipment, resources and property, assigned or transferred to the Authority by this Agreement or future action of any Party, including without limitation, all fire stations, land, buildings and firefighting, emergency medical and rescue equipment, and to employ the necessary personnel and do any and all other things necessary or desirable to provide the Fire Rescue Services to all persons and property within the service area of the Authority.
- b. The Authority is hereby empowered to provide fire protection and/or emergency rescue services to persons and property outside the boundaries of the Authority by agreement in exchange for payment or reciprocal services, as long as such additional services can be provided through the use of existing facilities, equipment, resources, and personnel of the Authority per mutual aid and auto aid agreements.

4.2 Authority Fund. The Board shall establish all necessary Authority Funds to account for all financial transactions of the Authority in accordance with generally accepted accounting principles. The Authority shall open necessary bank accounts on or around January 1, 2026 to maintain Authority funds, which shall be separate and distinct from any account that is owned and maintained by either of the Parties. To initiate the funding of the first operational account of the Authority, the Parties intend to transfer the following amounts to the Authority as of January 1, 2026:

- a. RFPD: \$ _____
- b. OFPD: \$ _____
- c. LHFPD: \$ _____
- d. City: \$ _____
- e. County: \$1,558,048.60

ARTICLE V

PERSONNEL, ASSETS AND PROPERTY

5.1 Transfer of Personnel, Assets and Property. In accordance with the Authority's obligation to provide the Fire Rescue Services on behalf of the Parties, the Parties intend to assign to the

Authority, beginning January 1, 2026 (the “Personnel Transfer Date”), the necessary personnel, assets and property as more specifically provided below, and consistent with Article VI. The Organizational Chart of the Authority is attached hereto as **Exhibit A**. The Authority shall use, maintain, operate, improve, manage, supervise, terminate and dispose of such assets, property and personnel as it deems necessary or appropriate for providing the Fire Rescue Services.

5.2 Personnel. It is the intent of the Parties that on or before the Personnel Transfer Date, all personnel of the Parties necessary to provide the Fire Rescue Services, including both paid and volunteer positions, shall be transferred to and managed by the Authority. Transferred personnel and positions shall be agreed upon and assigned by the respective Parties on or before the Personnel Transfer Date. As of the Personnel Transfer Date, the Authority shall:

- a. Provide all management, payroll, supervision and human resources related services for all personnel.
- b. Adopt the necessary rules, regulations and procedures that shall govern personnel matters.

During the term of this Agreement, all personnel hired by the Authority shall be employees or volunteers of the Authority subject to the terms and conditions in effect, as stated in the Authority rules and regulations, as amended from time to time. All of the time that a transferred employee or volunteer has spent with either of the Parties shall be considered as time spent with the Authority for the purpose of determining any conditions or benefits received from the Authority.

5.3 Assets and Property. As of January 1, 2026, the assets and property of each Party identified in **Exhibit B**, are hereby assigned to the Authority to be used and managed jointly for the provision of the Fire Rescue Services. The Parties shall execute lease, conveyance or other documents as deemed reasonably appropriate by the Authority to document such assignment. The Parties acknowledge that the assets and property assigned to the Authority may be modernized, modified, replaced or disposed of by the Authority, and that any new assets or property acquired by the Authority shall be titled in the name of the Authority.

ARTICLE VI

BUDGET: MAINTENANCE, OPERATIONS AND OTHER COSTS

6.1 Annual Budget.

- a. The Board shall comply with all budgeting requirements of the Local Government Budget Law of Colorado, Section 29-1-101 *et seq.*, C.R.S., as amended, and adopt a preliminary budget for maintenance and operation costs, capital costs, and costs of other services in accordance with the budget schedules of the Parties, which budget may be amended from time-to-time based on changes in revenue projections made by the Parties. The Board shall submit the budget to the respective governing bodies of the Parties. The budget shall become the Authority budget only after approval of the appropriations by the respective Parties and final approval by the Board.
- b. The Parties shall each appropriate approximately a full quarter of the Authority’s operating funds by January 1, 2026, in the amounts provided in Article 4.2 of this Agreement.
- c. The Parties shall appropriate revenue for the Authority and will transfer their respective

portions of such revenue on a monthly basis, at the beginning of each month, beginning January 1, 2025. The Board is authorized to approve other arrangements for transfer of revenue by the Parties, provided the financial security of the Authority is not impaired. The amount of revenue appropriated by each Party shall be calculated in the following manner:

1. Districts – The Districts receive their revenue from property tax mill levies and specific ownership taxes and shall appropriate to the Authority the amount of revenue generated by their respective mill levies, as annually certified to the County, less \$_____ to cover administrative costs of the Districts. The Districts shall not contribute to the Authority any revenue designated for volunteer pension fund purposes. Furthermore, the District shall continue to satisfy their TABOR reserve requirements and shall not contribute to the Authority any funds that are to be appropriated to such reserve accounts. District revenue that is not allocated to these ongoing obligations, and not otherwise appropriated on a monthly basis, shall be appropriated to the Authority at or near the end of the fiscal year.
 2. City –
 3. County –
- d. The Board may present requests for supplemental appropriations to each Party. For the purposes of this Agreement, "supplemental appropriations" shall mean any appropriation made above and beyond the annual appropriation made during the budgetary process.
 - e. The Authority shall make available to each of the Parties a detailed statement of the final costs and expenses for the fiscal year allocated in the same manner as estimated expenses were allocated, as soon as possible after the close of each fiscal year.

6.2 Annual Appropriation. All financial obligations of the Parties incurred pursuant to this Agreement are expressly contingent upon the annual appropriation of funds by each Party. In order to withhold the appropriation of funds to the Authority, the governing board of the non-appropriating Party must vote in favor of non-appropriation by a super-majority vote, consisting of a majority of governing members plus one voting in favor of the non-appropriation decision. Upon an event of non-appropriation by one Party, the remaining Parties that have appropriated funds may, in their sole discretion, terminate this Agreement effective as of the last day of the year in which funds have been appropriated by the remaining Parties, or choose to continue this Agreement in effect, in which case the Authority shall adjust the level of service and funding consistent with the revenues available from the remaining Parties. If all Parties fail to appropriate funds under this Agreement for a given fiscal year, unless otherwise agreed to by the Parties, this Agreement shall terminate effective as of the last day of the year in which all Parties have appropriated funds.

6.3 Records and Accounts. The Authority shall provide for the keeping of accurate and correct books of account, showing in detail the capital costs, cost of special services, maintenance and operating costs and all financial transactions of the Authority which books of account shall correctly show any receipts and also any costs, expenses or charges paid to or to be paid by each of the Parties. Said books and records shall be open to inspection at all times during normal business hours by any representative of any Party or by the accountant or other person authorized by any Party to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis. The Board shall

present the result of such audit to the Parties not later than thirty (30) days after receipt.

ARTICLE VII

OWNERSHIP OF PROPERTY

7.1 Real and Personal Property. So long as this Agreement remains effective, the Authority shall hold all right, title and interest in any and all real and personal property assigned to the Authority by the Parties or acquired by the Authority after the effective date of this Agreement, unless such property is disposed of in compliance with the terms of this Agreement.

7.2 Asset Inventory Schedules. The Authority shall maintain separate asset inventory schedules for any and all property transferred from the Parties that remains under the ownership of the Authority.

ARTICLE VIII

DISPOSITION OF PERSONNEL AND ASSETS UPON TERMINATION

8.1 Personnel. Upon termination of this Agreement, the personnel originally transferred to the Authority shall return to the management and control of the Party that transferred them to the Authority. The Parties shall engage in good faith negotiations related to the transfer of personnel hired directly by the Authority and shall include the personnel in the negotiations; however, the Parties retain the sole discretion to make the final determination of transfer of personnel.

8.2 Transferred Assets and Property. Upon termination of this Agreement, the assets or property of the Authority shall be disposed of as follows:

- a. All assets and property acquired by the Authority from contributions from the Parties shall be returned to the contributing Party if said assets or property are still owned by the Authority. If assets or property contributed to the Authority are not in existence, the contributing Party shall have the option of receiving the fair market value of the asset or property at the time of disposal by the Authority in either cash (if available) or assets or property of the Authority acquired from funds provided by the Parties.
- b. The Parties may agree to dispose of any assets or property of the Authority in any other acceptable manner.
- c. If the Parties cannot agree on the disposition of certain assets or property of the Authority, said assets or property shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated to the Parties in the same proportion as the respective contribution of funds by the Parties for acquisition of the asset or property.

8.2 Division of Authority Assets and Liabilities. Upon termination of this Agreement, the Parties will work in good-faith to determine how best to allocate Authority assets and liabilities between the Parties, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible fire rescue services within the boundaries of the Parties. The Parties shall memorialize the terms of their accord in a written agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Notices. Any notice required hereunder shall be in writing and shall be sufficient if deposited in the United States mail, registered or certified, postage prepaid, and return receipt requested, to:

RFPD:

[Contact Information]

OFPD:

[Contact Information]

LHFPD:

[Contact Information]

City:

[Contact Information]

County:

Nate McCullough
(970)318-1229
nmccullough@ourayco.gov

9.2 Consent. Whenever any provision of this Agreement requires consent or approval of the Parties, the same shall not be unreasonably withheld.

9.3 Amendments. This Agreement may only be amended in writing, signed by the Parties in furtherance of the purposes of this Agreement.

9.4 Severability. In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

9.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties.

9.6 Assignment and Delegation. A Party shall neither assign any of the rights nor delegate any of the duties created by this Agreement without the written consent of the other Parties.

9.7 No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the Parties hereto and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date hereinabove written.

[Remainder of Page Left Blank, Signature Page Follows]

DRAFT

[Signature Page to Intergovernmental Agreement Establishing _____ Fire Rescue Authority]

DRAFT

Future Agenda Items/Work Sessions

- Bathhouse Discussion – April?
- Work Session with Ouray Fire Protection District – 4/7 at 4pm
- Work Session with Swiss Village Co-op on Draft Deed Restrictions – 4/14 at 6pm
- Bed & Breakfast Discussion – wait for Community Development Director
- Joint Work Session with OIPI on Long-term Planning for the Ice Park
- Emergency Operations Plan
- Hazard Mitigation Plan
- Evacuation Plan
- Community Wildfire Protection Plan
- Huckstering Permit/Permit, Fees and Fine Schedule/Enforcement - May
- Parking Study and Bicycle usage on municipal trails (regulations for Ebikes) - June
- Revisit Water Agreement with the Ouray Ice Park - June
- Restroom Cleaning and Vault Pumping Agreement Between City, OIPI, and FOVF (City to supply toilet paper but OIPI & FOVF will stock & clean)
- Dark Sky Ordinance – August/September
- Revisiting Fire Protection District payment equation/Fire District increase mill levy. Work session to be held with Fire Protection District board members and Hannah – April
- Review of City Committees – October
- Business License Renewals – having issues with business's not registering/renewing