

**AGENDA
OURAY CITY COUNCIL**

Monday, June 2, 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. PLEDGE OF ALLEGIANCE
4. CEREMONIAL/INFORMATIONAL - Proclamation 3, Series 2025 - Ouray County Pride Month - June
5. APPROVAL OF MINUTES - April 7 & 21, 2025 Meetings
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
8. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Interim Police Chief
 - c. Fire Chief
 - d. Public Works Director
 - e. Parks and Recreation Director
 - f. Tourism and Destination Marketing Director
9. CONSENT AGENDA
 - a. Liquor License Renewal for Friends of the Wright Opera House dba The Wright Opera House
 - b. Liquor License Renewal for St. Elmo LLC
10. ACTION ITEMS
 - a. Resolution 9, Series 2025 - Modifying Rates at the Hot Springs Pool and Fitness Center
 - b. Resolution 10, Series 2025 - Swiss Village Deed Restrictions and Loan
 - c. River Monitoring and Management Contract
 - d. MAMS Professional Services Agreement for 150th Celebration Concert Production
 - e. Facility Needs Assessment Contract Addendum
11. DISCUSSION ITEMS
 - a. Future Agenda Items
 - SMPA Transmission Line Replacement
12. ADJOURNMENT



CITY OF
OURAY
COLORADO

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

**PROCLAMATION NO. 3, 2025
OURAY COUNTY PRIDE PROCLAMATION**

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

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

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

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

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

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

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

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

NOW, THEREFORE I, Ethan Funk, the Mayor of the City of Ouray, do hereby proclaim support for June as Pride Month and the fifth annual Ouray County Pride celebration on August 16, 2025 in support of the LGBTQIA2S+ community.

Ethan Funk, Mayor

June 2, 2025

ATTEST: _____
Melissa M. Drake, City Clerk



Ouray City Council Regular Meeting

Monday, April 7, 2025 6:00 PM

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

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

Also present were: City Administrator Michelle Metteer, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Parks and Recreation Director Joe Brown, Interim Police Chief Daric Harvey, Tourism and Destination Marketing Director Kailey Rhoten, IT Director Rich Willis and City Attorney Carol Viner.

1. CALL TO ORDER

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

2. ROLL CALL

3. 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

Removed from the agenda at Councilor Lindsey's request.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

5. APPROVAL OF MINUTES - Meetings of February 3 & 18 2025

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

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

6. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. Dee Williams asked the City Council to take measures to contain trash in Ouray. Kevin Schiffer, Main Street Committee member, said the committee would like the council to remove the \$10 fee from business registrations.

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

Councilor Gulde - attended the FOHS and OIPI meetings on March 19th. The Ice Park closed March 23rd, visitation dropped a bit from last year. Attended TAC meeting on March 25th. The next TAC meeting will be in May. Tourism surveys available. Attended the IPAT meeting on April 2nd. Our Water, Our Future is looking for \$220,000 to complete the water project for the Ice Park.

Councilor Underwood - Attended Library expansion plan dinner. Did not attend the PARC meeting due to weather.

Mayor Pro Tem Smith - nothing to report

Mayor Funk - nothing to report

8. DEPARTMENT REPORTS

- a. City Administrator

Ms. Metteer gave an overview of her report.

- b. Interim Police Chief

Interim Chief Harvey gave an overview of his report. Paul Smith asked if the housing allowance was included in Chief Harvey's calculation. Chief Harvey confirmed that it was not, but does not compare to some of the other offerings of other police departments in the area.

- c. Fire Chief

Report in packet

- d. Public Works Director

Mayor Pro Tem Smith asked if the City had any recourse if issues were discovered after the final payments were made for the Water and Wastewater Treatment Plants. Mr. Coleman said there is a warranty period.

- e. Parks and Recreation Director

Mr. Brown gave an overview of his report.

- f. Tourism and Destination Marketing Director

Ms. Rhoten gave an overview of her report.

9. CONSENT AGENDA

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

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

- a. Liquor License Renewal for Full Tilt Saloon, LLC dba Full Tilt Saloon
- b. Liquor License Renewal for Alpenglow Properties Ouray Inc dba Twin Peaks Lodge & Hot Springs
- c. Letter of Engagement with Blair and Associates for Annual Audit

10. ACTION ITEMS

- a. Change Order for Archetype Signmakers Agreement

Mayor Funk asked how much of the liability is on the City if the test isn't performed, and how much would fall on the manufacturer.

Motion to disapprove the change order. This motion, made by Josh Smith and seconded by Michael Underwood, Carried.

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

- b. Approval of Contract to Purchase Real Estate (333 6th Ave, Ouray, CO), Approval of Lease-back Agreement, and Determination of Funding Source

Ms. Viner noted that the seller's attorney wants to review the post occupancy agreement, and it could potentially change.

Motion to approve the contract to purchase 333 6th Ave, including the lease-back agreement, and funding from the general fund. This motion, made by Michael Underwood and seconded by Josh Smith,

Carried.

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

c. Acceptance of Otis Elevator Modernization Project Agreement

Motion to approve the Otis Elevator Modernization agreement. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

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

d. Ratification of Mayor's Signature on the West Region Wildfire Council Congressionally Directed Spending Letter of Support

Motion to ratify the Mayor's Signature on the West Region Wildfire Council Congressionally Directed Spending Letter of Support. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

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

11. DISCUSSION ITEMS

a. Bathhouse Design Progress Update

Council expressed support for the "Earth and Sky" design, concept 1. Paul Smith loved concept 1, and suggested some cabanas and a small concession stand on the rooftop deck. Kevin Schiffer felt like the first concept was a bit "heavy" with all the stonework, but was generally the right idea for something that looks like it belongs in Ouray and doesn't stand out or look too "trendy". Jenny Hart said costs need to be a large part of the decision-making process.

b. Schedule a Work Session with the Ouray Library District About the Library Expansion (April 21?)

4:00 pm April 21st.

c. Future Agenda Items

12. ADJOURNMENT

Motion to adjourn at 8:20 pm. This motion, made by Josh Smith and seconded by Michael Underwood, Carried.

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

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, April 7, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, April 7, 2025.

Melissa M. Drake, City Clerk



Ouray City Council Regular Meeting

Monday, April 21, 2025 6:00 PM
Ouray Community Center, 320 6th Ave, Ouray, CO 81427

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

Also present were: City Administrator Michelle Metteer, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Parks and Recreation Director Joe Brown, Interim Police Chief Daric Harvey, IT Director Rich Willis (via Zoom) and City Attorney Carol Viner.

1. CALL TO ORDER

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

2. ROLL CALL

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

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

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

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

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

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

5. CEREMONIAL/INFORMATIONAL

- a. Proclamation 1, Series 2025 - Making May Mental Health Awareness Month in Ouray

Mayor Funk read the proclamation.

- b. Presentation from EPA Regarding Governor Basin Rehabilitation Project

Marty McComb from EPA presented the watershed plans for Governor Basin. Jenny Hart confirmed the road closure shouldn't be a big interruption with Jeepers/tourists.

6. APPROVAL OF MINUTES - Meeting of March 3, 2025

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

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

7. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. Since there were no comments, Mayor Funk closed the floor.

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

Councilor Gulde - Attended Colorado emergency preparedness assessment meeting on April 10th. Attended the first part of the ORRCA meeting on April 9th, but had a schedule conflict and couldn't stay. Attended wildfire outreach meeting on April 15th

Councilor Lindsey - deferred the Beautification Committee meeting to Joe Brown. May 31st Riverwalk Trail cleanup event. Flowers are coming soon.

Councilor Underwood - OEDC met on April 10th

Mayor Pro Tem Smith - Main Street Committee meeting April 9th

Mayor Funk - Attended Ice Park meeting with City Administrator for long-term planning and the wildfire outreach meeting. Working on consistent wildfire messaging.

9. DEPARTMENT REPORTS

a. City Administrator

Ms. Metteer highlighted items on her report.

b. Director of Finance and Administration

Ms. Drake presented the financial reports.

c. Information Technology Director

Mr. Willis gave an overview of his report.

d. Communications and Community Engagement Coordinator

Report in packet

10. CONSENT AGENDA - Liquor License Renewal for Ouray Brewery, LLP dba Ouray Brewery

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

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

11. ACTION ITEMS

a. Agreement to Amend-Extend Contract; 333 6th Ave

Motion to approve the agreement to amend-extend contract for 333 6th Ave. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

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

b. Resolution 8, Series 2025 - Approving the Purchase of 333 6th Avenue

Motion to approve Resolution 8, Series 2025. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

c. Appeal of Non-renewal of Short-term Rental License for 318 6th Avenue by Scott and Rebecca Yale

Mr. & Mrs. Yale presented their case. Mayor Funk thought that there was a path forward outside council approval, and the council should not interfere with the process as defined in the code.

Motion to deny renewal of Short-term Rental License for 318 6th Ave. This motion, made by Michael Underwood and seconded by Tamara Gulde, Carried.

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

d. Identity Signage Design Contract - Ouray Hot Springs & Rotary Park

Mayor Pro Tem Smith felt that a local fabricator would be preferred for designing and creating new signs, and that enough direction has been previously given to allow local vendors to create a product that blends with the rest of the wayfinding signage.

Motion to deny the signage design contract. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

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

e. Department of Local Affairs (DOLA) Mini Grant Historic Sign Bases Contract Approval

Motion to approve the Main Street Mini-Grant Proposal up to \$7500 and give Ms. Metteer signing authority. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

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

f. Letter of Support for Funding Request of Home Trust of Ouray County River Walk Rentals (1507 Oak Street Affordable Housing Project)

Motion to approve the letter of support for Home Trust of Ouray County River Walk Rentals. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

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

g. Letter of Support for Congressional Directed Spending for Ouray Waterview Phase 2 Project

Motion to approve the letter of support for congressional directed spending. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

12. DISCUSSION ITEMS

a. Coordination of PIO with Ouray County for Wildfire Messaging

City Staff will work with County PIO on messaging.

b. Future Agenda Items

13. ADJOURNMENT

Motion to adjourn at 7:33 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, April 21, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, April 21, 2025.

Melissa M. Drake, City Clerk



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

Date: June 2, 2025
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: Administrative Updates

Team Training

The City Hall offices were closed on June 20th for a leadership and administrative team training. This was a valuable time for the department leaders to connect, learn everyone's different communication and work styles and find areas of common interest toward better serving the community. We look to continue implementing these learned skills with the goal of bettering our collaborative efforts and customer services.

Revitalizing Main Street

Staff continues our work with CDOT toward the finalizing of a revised plan set with the updated instructions of eliminating the bulb outs and instead extending sidewalk along the west side of HWY 550. Once the planset is fully updated, it will be submitted to CDOT for review and then comments (called the FOR process). After FOR the City will go to AD with the goal of having a contractor in place by mid-winter with a construction start date of Spring 2026.

In-Town Shuttle RFP

The City has received one submittal for the In-Town Shuttle service RFP. Councilor Josh Smith and I will now take the time to review the RFP, connect with the submitting firm and then make any recommendations to the Council.

Affordable Housing Services Administrator RFP

Ouray County re-published a RFP on behalf of the City, Town and County. From this republication which was listed on all three websites, published in the Plaindealer, the Durango Herald and the Montrose Daily Press, one proposal was submitted for consideration. The Managers will now review the submission and convene internally regarding any formal recommendation.

Ouray Ice Park Incorporated (OIP) Board Meeting

I attended the OIP board meeting and had the pleasure of meeting the board and learning about their efforts to improve the Ice Park experience as well as find ways to collaborate/communicate with local businesses. OIP representatives are looking forward to meeting with the City Council at an August work session to discuss the future of the park as well as a modified Water Agreement. Joe Coleman and I will be meeting in advance of this work session to better understand the scope of any proposed changes to the Water Agreement and recommendations toward the future operations of the park.

Bachelor Syracuse Mine Tour

Recently, I was provided the opportunity to join the Visitor Center team for a tour of the Bachelor Syracuse Mine - and what an amazing experience. Taking the time to continue learning the vast history of Ouray's heritage has been a deeply rewarding experience and the team at who run the Visitor Center are such a valuable asset to the City organization and the community. Of particular note, the Miner's Breakfasts are now being served Friday thru Sunday and come highly recommended.

Community Development Director

The City of Ouray has now secured the services of a full time, on staff, Community Development Director. We will be welcoming Dan Murphy to the City of Ouray team on Jun 16, 2025 . Dan will be working in the City hall offices two days a week over the summer with the remaining three days remotely.



Date: April 26, 2025
To: Ouray City Council
From: Interim Chief, Daric Harvey
Subject: Police Department Update

Operations

1. July 4th Planning Update

Final preparations are underway for the City's July 4th celebration. The **Incident Action Plan (IAP)**—which outlines strategies for threat mitigation, medical response, traffic flow, and parking management—is on track for completion by the target date of **June 1**.

This year's planning process has been notably strengthened through the **expansion of the stakeholder group**, allowing for broader collaboration and a more comprehensive approach to managing the event. Discussions have centered on enhancing visitor experience, ensuring public safety, and guiding the continued growth of the event in ways that support local businesses.

While the overall event structure remains consistent, **several key changes have been introduced this year:**

- **Specific reunification locations** have been designated to assist in the safe and efficient handling of missing person reports.
- **New parking locations** have been identified to improve access and alleviate congestion.
- **Private security** will be deployed to manage parking and traffic operations, allowing law enforcement personnel to focus exclusively on public safety and emergency response.
- **Improved float and parade management procedures**, including float identification and route management, to ensure smoother lineup coordination and minimize delays on Main Street.
- **Enhanced public messaging strategy**, including updated maps, parking information, and real-time updates shared through social media, the City website, and physical signage to improve attendee awareness and reduce confusion on event day.

Additionally, planners are evaluating the **future use of County Road 17 and Highway 550** to improve traffic flow during peak congestion periods.

The Police Department remains committed to continuous improvement, regional coordination, and delivering a safe and enjoyable celebration for both residents and visitors.

2. **Urban Wildlife Activity and Mitigation Update**

There has been a notable increase in wildlife activity within the City, including the discovery of bear scat in the roadway adjacent to the Ouray School District. In response, the Ouray Police Department (OUPD), in coordination with Colorado Parks and Wildlife (CPW), has been actively working within city limits to identify the bear involved in a reported encounter behind the Beaumont Hotel last week.

Kelly Crane from CPW is present today to provide an overview of CPW's current efforts, including measures being taken to identify and deter bear activity, as well as guidance on how the City and residents can reduce attractants and encourage wildlife to return to natural habitats.

OUPD has engaged with four businesses regarding the condition and compliance of their commercial refuse containers. One business received a formal warning due to an overflowing container that was undersized for its volume of waste. While this business has been previously flagged by City staff for recurring issues, no prior warnings had been documented in accordance with municipal code.

To address these concerns proactively, an educational outreach campaign is being developed. This initiative will be shared across multiple communication platforms and reinforced through direct in-person engagement with business owners and residents. Moving forward, continued violations of City code related to refuse management and wildlife attractants will result in formal citations.

Police Department Staffing Update

1. **Police Sergeant Hire – Matt Troxell**

Matt Troxell has successfully completed the department's hiring process and has accepted an offer to join the Ouray Police Department as a Police Sergeant. Matt brings over 14 years of law enforcement experience, including service in the State of Virginia and most recently as a federal law enforcement officer. He is currently in the process of selling his home in Virginia and purchasing a residence in Ouray County. Having visited Ouray multiple times—particularly during July 4th celebrations and other community events—Matt has expressed a strong connection to the area and is eager to serve the community.

2. **New Officer Update – Angel Dominguez**

Officer Angel Dominguez has begun his field training and is actively responding to calls for service in Ouray. As part of a collaborative effort with the Town of Ridgway, Officer Dominguez is also participating in joint field training with Ridgway officers. This initiative is designed to build regional consistency in policing practices and strengthen partnerships between local law enforcement agencies.

3. **Recruitment and Selection Efforts**

Some candidates previously mentioned in department updates were not extended final offers of employment. Only applicants who demonstrate alignment with the department's community policing philosophy, display strong integrity, emotional intelligence, and a



Police Department

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genuine desire to serve are being advanced in the hiring process. Additional interviews are scheduled for June 5, including one local candidate who may be considered for sponsorship to attend the police academy.

Recruitment efforts are also underway for eight unsponsored cadets currently accepted into the CMU Tech Academy. Moving forward, the department will place an increased emphasis on diversity recruitment to better reflect and serve the community.

Fire Department Report for May, 2025

5/30/25

Authority works. We plan to discuss with council soon. Will inform

Prepping for 4th of July. Rebuild work being conducted on fireworks trailer. Fireworks have been ordered. New tubes, and racks are in process

Newer truck is fully equipped and manned 24/7

Advanced training exercise being held 31st, and 1st. Ouray Fire, Hilmatro Tools, and Ridgway Fire sponsoring the weekend. Will have close to 80 attendees throughout the state including instructors, 20 vehicles, and 20 hours of practice. I am hoping to have a follow up that we can share with the public

Calls for May

5/2	Gas leak	4ffs	2hrs
5/2	Gas leak	4ffs	1hr
5/11	Medical	1ffs	1hr
5/14	Fire	7ffs	2hrs
5/17	Fire	8ffs	2hrs
5/23	Alarm	3ffs	1hr



Public Works May 2025 Update Report for June 2, 2025 City Council

Water

- Water Usage Numbers for **April:**
 - Influent (Water from spring) – 43,878,840 Gallons
 - Effluent (Water to town) – 18,623,416 Gallons
 - City of Ouray Hydro Plant – 879,546 Gallons
 - Mineral Farms – 30,000 Gallons
- Continued monitoring and sampling for chlorine residuals and turbidity levels at the entry point of the distribution system. The minimum chlorine level was lowered by CDPHE from 0.9 mg/l to 0.6 mg/l. We are still waiting for CDPHE to allow us to go back to 0.2 mg/l. The City has been in compliance and meeting all CDPHE requirements.
- City staff has met with BSI, the company that will be helping the City with its cross control program. We are currently working with them sharing information and building the online portal that will be used by other contractors to submit cross control reports that are mandated by CDPHE.
- Water service line leak was located by the public works crew afterhours on May 5th. The crew was able to isolate the water until digging up the curpstop to shut the water off. Owners were made aware of the issue and have made the repair.
- Multiple water turn on requests completed as people start to come to town for the summer season.
- Water tap for contractor on Queen Street.
- City staff collected the second round of samples from the Uncompahgre River since the new wastewater treatment plant became operational for the measureable results program conducted by CDPHE. The Measurable Results Program systematically and scientifically measures the water quality improvement derived from the implementation of new treatment technologies funded through the SRF (State Revolving Fund). The program has already monitored the Uncompahgre River and wastewater effluent prior to the new Wastewater Treatment Plant and is now conducting a similar monitoring strategy now that the new Wastewater Treatment Plan is operational. Data collected in both phases will be compared to determine water quality changes. The City will benefit from the water quality characterization of their receiving stream, receive all data collected and could potentially be showcased as a success story.

Sewer

- The Wastewater Treatment Plant project is nearing completion. City staff is still working with Aslan on some warranty issues. The biological process seems to be doing well, staff continues to learn more about the plant and how it operates every day. Final payment is scheduled for June 16th 2025. The entire project came in under budget.
- City staff completed two weeks of daily wastewater sampling as part of the performance testing that is required by manufacture of the Moving Bed Biofilm Reactor (MBBR). More to come on the results once we get them back from the lab.
- Continue taking wastewater samples on a weekly basis.
- Working on getting bids for security fencing around the entire plant, this will include gates to restrict access. Funds were budgeted for this project to be completed in 2025.

Streets/Miscellaneous

- Public Works continues to add new road base and grading roads throughout town. **Mag Chloride application will be June 10th and June 12th, weather pending.**
- Overnight parking signs along HWY 550 have been removed and replaced with head in parking signs and parallel parking signs for the summer season.
- Pedestrian crossing signs have been place in crosswalks on HWY 550.
- City crew was able to clean out the catchment basin at the bottom of Cascade Flume.
- Currently working with CXT and trying to get a delivery date for the bathroom at Women's Park. Site prep still needs to take place, this includes leveling a spot for the bathroom, a new electric service account to be set up along with power to be installed to the new facility. Water and sewer taps will also have to be completed along with service lines for both run to the bathroom.
- Continuing to work with CDOT and PST engineering for the Revitalizing Main St project that includes cross walks at both ends of town as well as the instillation of sidewalk along Hwy550 that will connect to the river trail. The goal is to start construction in April of 2026.
- Congratulations to Corey Tocher who passed his driving exam and now has a Class B CDL with tanker endorsement.



CITY OF **OURAY** PARKS AND RECREATION

Parks

- The Visitor Center improvement project has been completed. The park operations team did a fantastic job on this. The dividing wall was removed, carpet replaced with new flooring, counter tops replaced with butcher block, new light fixtures installed, interior and exterior painting completed. See the before and after photo below, I would recommend visiting for a full feel of how much was done at the Visitor Center.





CITY OF **OURAY** PARKS AND RECREATION

Parks Cont.

- Park programs continues to see growth and attendance. Teen Adventure Tuesday is almost full.
- Softball needs more registration for folks without a team. Please let individuals know to register for spring training if they would like to meet other players and form a team.
- Basketball court will be repaired this week and resurfaced for next week.
- Rotary Park restroom is still closed. The sewer service has multiple bows in it and creates significant issues we cannot repair without a contractor
- Via Ferrata bathroom was pumped on 5/22/2025.
- The Permitted guide services on the Via Ferrata for the 2025 season are Basecamp, Telluride Mountain Guides, Mountain Trip International, San Juan Mountain Guides, Cirque Mountain Guides, Moxie Mountain Guides.
- Parks is hoping to hire a seasonal gardener and a part time park maintenance seasonal. These vacancies will stretch our staff until filled.
- Our parks building has significant damage from the roof. The roof is in urgent need of repair.
- We have partnered with Uncompahgre Water Shed Partnership (UWP), Colorado West Land Trust (CWLTL) and the Ouray Beautification committee (OBC) to put together a “Love Your Trail” event. This event will be a big volunteer day on the river front trail. We will focus on refinishing the trail with ½ soft surface trail material and general clean up. We will also be refinishing the deteriorated signage on the river trail. My hope is to engage adjacent property owners for support on this project. Love Your Trail will be on May 31st.
- The parks department leadership team has started a 5 month management development course with a consultant from Montana. This is a great investment in our staff to keep them equipped to manage, intentional about leadership, and engaged in our operations.
- Parks is working through landscape clean ups and hoping to finish by next week.
- Parks met with interested contractors for the Parks sign replacement project on Friday 5/23/2025. One local contractor showed up for the walk through, but several non-local contractors have reached out. The RFP has a question acceptance deadline of 5/30 and closes on 6/6/2025
- The submittal for the elevator control panel has been approved and the project is on schedule.

Box Cañon

- As of 5/27/2025 Box Cañon has net \$52,872.36 in revenue since opening on 5/1/2025. Last year the exact same date generated a net revenue of \$48,310.02
- \$44,616.50 was reported in admissions sales and \$7,257.89 in concessions. In 2024 The Admissions number for this time stamp was \$42,748.50. The concessions number was \$4,480.00. This represents almost 62% increase in concessions revenue.
- Box Canon shifted to the longer summer hours (8:00am- 8:00pm)
- The visitor center was improved with new displays, merchandise, hand dryers, and fresh paint over the winter. We have also removed all the single use plastic items in an effort to reduce the parks waste.






CITY OF **OURAY** PARKS AND RECREATION

Ouray Hot Springs

- Swim lessons opened on May 12th for registration. This will be available online like our membership.
- P101 has been replaced. This is our main control valve for all of our combined water coming into the Facility.
- Activity, obstacle course, slides, volleyball net, the snack shack and shallow pools opened on 5/23. Kudos to the hot springs team this is always a big push. Memorial Day admissions revenue from 5/23/25-5/27/25 was \$56,886.90 compared to \$58,877.40 in 2024. Concessions was \$6,434.54 compared to \$4,580.54 in 2024. In total the revenue for the long weekend was \$73,579.70 compared to \$69,364.21 in 2024. The pool continues to see financial growth even in the face of relatively flat admissions.
- We are almost fully staffed. We hope to fill a few more guard positions, but are getting to a good place for the summer.
- Summer hours are 10:00am to 10:00pm. The member's hour is still 10:00am- 11:00pm.
- The Bathhouse is moving forward well. Parks will be reviewing final deliverables from phase 2 on the week of June 2nd.
- The Bathhouse CD packet will cost more than anticipated. The budget number we proposed was very light. Completion of the design will cost \$701,100.00. We have shopped this around and firmly believe that this is a fair cost, however our cost estimate in the budget was low at \$150,000.00.
- I will be recommending that we phase the design by implementing the Design Development (DD) stage at the cost of \$315,495.00 using our existing budget and Budget the Construction packet in early 2026. This way we will spread out the cost and still deliver on the same timeline. We have also received costs for the parking lot and site design, this would come to a total of \$59,500.00. I recommend that we spend \$375,495.00 total for Design development and the parking lot simultaneously.
- I will also be recommending that we add an addendum to Collab Architecture's contract to continue into DD. Collab has intimate knowledge of this project and has already done much of the leg work to move this along quickly and with attention to detail.
- We certified new and returning guards on May 12th. This allowed us to onboard 20+ guards in one morning. All our guards are now swim tested, CPR certified, and ready to rescue should the need arise.





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VISITOR CENTER

May

- The Visitor Center is officially reopened
- Staff worked quickly to get the visitor center back in working order
- Staff received adventure badges for off-road vehicles
- Staff had a monthly meeting; it was Tom's first
 - Tom will be working Sunday, Monday and Tuesday
 - Vanessa is working one day a week, on Friday
- Loren added, "How did they hear about Ouray?" to the visitor tally sheet
- Loren ordered more maps to sell in the gift shop
- Staff reorganized the stockroom, garage and all public spaces
- Staff changed hours from 10-3 to 9-4
- Staff saw their first triple-digit visitor day of the year
- Staff went on Mine Tour as a monthly funtivity
- Loren scheduled a Jeep tour for June funtivity
- Staff received new sweaters
- Loren returned the monitor to the museum
- Staff sent out 4 boxes of visitor guides
- Loren picked up more Historic walking tour guides from the museum



VISIT OURAY / COMMUNICATIONS

Website




- Got training from John Moore on Revize (cityofouray.com)
- Met with Nate Disser for transition of contact information on the Friends of the Ouray Via Ferrata page
- Received a Blog for "Three Top Tips for Adventuring in Ouray" and created it on VisitOuray.com
- Updated the Parks and Recreation Page on CityofOuray.com
- Updated the Beautification Committee Page on CityofOuray.com to include the Yard of the Month program
- Uploaded documents to the website for: council meeting notes, tax reports, etc
- Added trail closure information to the hiking page
- Met with our Revize (cityofouray.com platform)
- Met with Munibit to review potential for community calendar
- Worked with Moxie Mountain Guides to get all their information updated on the visitouray.com website
- Created a new page on CityofOuray.com for Ouray County Disaster Plans and uploaded the approved plans from the City Council May 19, 2025

Do Ouray Right

- Did a Rotary Park walk through with Brian Hixon for a list of what they need help with to promote a voluntourism project
- Conducted our first Ouray Outdoors Working Group meeting, we have many projects coming out of that for us all to work together to Do Ouray Right in terms of stewardship and messaging awareness of projects and issues arising
- Met with Amy Cassidy to check in on our progress with our Destination Mentor program, we have a total of 1,111 visitor profile submissions, 55 Tourism Stakeholder, and 149 Resident Sentiment answers. We conducted the Ouray Outdoor Working Group meeting, and we are discussing process for local promotions for packages still.
- Created marketing materials and posted the Rotary Park Clean Up on May 16 from 10am - 12 pm
- Completed the Rotary Park Clean Up, we had one adult, and three kid volunteers along with myself, Brian, Tim, and Kyler. We picked up three trash bags worth of garbage, raked the mulch in the playground, picked up big sticks and rocks from open areas, and cleaned off the old lights on the trees by the rink.
- Organized notes from our Outdoor Land Mangers meeting and sent calendar invites for our actionable takeaways (messaging for law enforcement and trail updates, the jeep removal project, and 6 Basin's bathroom project)
- Had discussions with San Juan Mountains Association on how we can partner this year on projects, volunteer days, and joining in our Ouray Outdoor Working Group
- Volunteered on the Love Your Trail Day on May 31, 2025





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VISIT OURAY / COMMUNICATIONS

Newsletters

- Highlighting Parks and Recreation Events and Box Cañon Falls
- Tourism and City – Blue Lakes Closure Information
- Small business grant opportunities
- City Newsletter – June
- Tourism Newsletter – June

Business Assistance/ Collaborations




- Met with The Western Hotel and Handle Bar PR
- Ourayce/ Ouray Home Trust
- Ouray County Sheriff's Office – Backcountry Committee
- Town of Ridgway and Ridgway Chamber
- Ouray Land Managers Group – Messaging Needs

Media

- The winter campaign garnered over 5.5 million impressions and achieved a strong CTR of 0.96%, exceeding the industry benchmark of 0.09% – 0.12%. Media also drove over 50,000 clicks to the Ouray site. The average CTR across all partners/tactics was 0.61%, so Ouray performed above the program average!
- Working with Abby Price, a travel journalist with bylines in Travel + Leisure, Business Insider, The New Zealand Herald, Yahoo News, and more. Currently working on a piece for Shermans Travel featuring The Million Dollar Highway as one of the best road trips to take this summer.
- Hosted Christelle Bois from the Face of America Magazine. Spent a lot of time with her showcasing Ouray, taking her to go horseback riding, see the million dollar highway, and hiking to a ghost town. Thank you to our partners that supported her journey: Beaumont Hotel, The Western's Grill, Bachelor Syracuse Mine Tour, and Action Adventures.
- Working with Handlebar Publications to arrange hosting writer Leilani Leborg from Virtuoso Magazine to do a story on via ferratas
- Working with the Colorado Tourism Office on creating an itinerary for Nos Curieux Voyageurs influencer family to do a story on Ouray and our family friendly activities
- Finalized itinerary for writer Brad Write to do a hot springs story in AAA Explorer magazine and Westways magazine
- Submitted the new ad for community clean-up day to be placed in the Plain Dealer
- Created an itinerary for the Joker FAM coming in July
- An Australian TV show released the two Colorado episodes are now finally live as part of a 10-episode series being shown on Qantas Airlines worldwide which has 50 million passengers annually. CTO has invested to boost viewership and awareness by buying a 30 second advertisement that is in place now.





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VISIT OURAY / COMMUNICATIONS

Social Media




- Shared out through all channels the Blue Lakes closure for June 2 – August 2025
- Created a new newsletter for Sean to use for parks activities and announcements
- Updated links on the City of Ouray and Visit Ouray [Linktr.ee](https://linktr.ee) accounts to reflect news, yard of the month, and programming
- Created and scheduled marketing materials for the Yard of the Month program
- Assisted with messaging a water shut off with Public Works due to a break
- Created and posted new hours for Box Cañon Falls Park
- Created and posted community clean-up day reminders on Facebook, Instagram, and updated the website flyer

4th of July

- Created QR Code to go to the website
- Schedule: Created flyer, Facebook post, Facebook event, Instagram post, and a version for the newsletter
- Ourayce: Worked with Home Trust to get the details to share out
- Water Fights: Created a Facebook post and Instagram post
- Parade: Created a Facebook post and Instagram post
- Parade Float Entries: Created a Facebook post and Instagram post and will also go in the City newsletter
- Fireworks: Created a Facebook post and Instagram post
- Kids Games: Created a Facebook post and Instagram post
- Created a Do Ouray Right – 4th of July Edition carousel post and flyer with 7 tips to Do Ouray Right successfully. These tips came from the meetings for common issues they see arise and would like to message more
- Created maps for the water fight detours, parade detours, bathroom locations, and firework road closure
- Created a new folder in the Community Drive for all to access 4th of July materials that are created





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VISIT OURAY / COMMUNICATIONS

Tourism Advisory Committee

- Approved the grant request from Ouray Made for the Music and Makers festival
- Decided we will not be meeting the next two months

Main Street Committee

- Played a small role for support on the DOLA videos, Michelle Metteer pulled this whole video shoot together in less than a week
- Gave them brochures for the Main Streets Program to be distributed

Ouray Economic Development Committee:

- Had my last meeting with them

Visitor Center

- Hosted our May staff meeting and introduced our newest member of the team, Tom Barefoot
- Started putting the Visitor Center back together
- Helped cover emails for the info@visitouray.com to get guides sent out, answer questions about Ouray, and the Ouray Via Ferrata

Destination Learning Lab - Ouray Concierge Certified

- Reviewed the latest version with the revamp and gave them photos and videos
- Did our second round of reviews for the learning lab materials

Event Reservations

- Created a new google drive for room and park reservations
- Sent multiple emails to gather more information for reservations (along with Joe Brown and Melissa Martin)
- Met with Joe Brown and Melissa Martin to grasp where we are at and what we have left for receiving payments, liability waivers, and map layouts
- Created the events folders on the Google Drive
- Met with Kaizen for a potential booking platform



VISIT OURAY / COMMUNICATIONS

Non-Project Based Updates




- Created the yard of the month logo, yard sign, and google nomination form
- WINTER PROMO RESULTS: A total of 357 booking with this promotion. Last year we only had 54. We also had this to report from the Ouray Riverside Resort, *"ORR has 223 Reservations (that is 223 Free nights) grossing over 25K in sales from the promotion. I would say it worked! We actually started running it without blackout dates after IceFest, as our reservations were behind last years. Now we are ahead of last year for the same date range."*
- Attended the 4th of July planning session
- Attended a San Juan Skyway Committee Meeting, they are looking to do some kiosk/ sign replacing along the San Juan Skyway
- Received training on the Emergency SMS system with Ouray County
- Attended an active net training
- Met with Amy Cassidy to review surveys, and go over how the Ouray Land Managers Group needs to set up for the next meeting
- Received training for PDF Remediation
- Met with Ridgway to review calendar options for events. We will do one more demo of a product before completing a rubric for choosing an option
- Met with Colorado West Land Trust to discuss river walk signs
- Attended a full day training with the leadership team
- Met with Wayne from Crowdriff for our annual check in
- Turned in resources to IPW folder for the Colorado Tourism Office
- Created a sign up form for the new parks and recreation newsletter
- We received the survey results for Tourism Stakeholder Survey, Resident Sentiment Survey, and Visitor Profile Survey. (See attachments for those reports)
- Met with Localist for a demo on their events calendar
- Met with Mary Keener to discuss drone shows to celebrate Colorado's 150th birthday in Ouray

Police Department

- Assisted with the Bear Aware Press Release and posting
- Took photos of the police department for headshots
- Created and ordered Police Department business cards
- Created graphic for the Bear Sighting and got it out on Facebook, Instagram, and the SMS alerts system





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VISIT OURAY / COMMUNICATIONS

Updates from Colorado Association of Destination Organizations

- Attended the Colorado Associations of Destination Marketing Organizations conference in Longmont, Colorado.
- There is more in-state visitation than anything else
- Many places are looking to increase taxes to help tourism due to the results of HB 11-17 (\$13+ Million Dollars that visitors are paying extra and \$3 Million has been taken from other Destination Marketing Organizations).
- Looking at a -9% in visitor spending for 2025 (state-wide)
- People are doing shorter booking windows
- Most destinations reported flat or down for Q1 LOT revenue reports (Ouray reported 3% increase in revenue between January and February)
- International is looking at a 2.1% decrease in international travel to Colorado.
- Mexico is our number one market by a longshot, followed by Australia, and then Canada.
- Short Term Rentals are up and are trending that they will be up percentage wise.
- The state is conducting a passport program to celebrate the 150/250 birthdays for the state and America.
- Opportunities for us to join in (more information on that to come)





2025 Tourism Stakeholder Survey Summary & Previous Survey Comparison

Visit Ouray 2025 Stakeholder Insights

Survey Participation

- 54 responses received
- Representation across all sectors of the tourism economy

Key Insights

Visitation & Revenue Trends

- Most businesses reported stable or decreased visitation compared to the previous year
- Revenue was also reported to have decreased or remained the same over the past year
- Summer 2024 showed growth, with increased visitation and stable or improved revenue compared to Summer 2023
- Winter 2023–2024 saw stability or a decline in both visitation and revenue by the 36 stakeholders who were open in the winter and responded to the survey
- Events and holidays were reported as having a positive impact on winter business performance

Top 5 Priorities for the Next 12 Months

1. Increase efforts to attract meetings, conferences, and retreats to Ouray
2. Promote local businesses that remain open in the winter
3. Increase marketing and promotion for spring visitation
4. Encourage responsible and respectful visitation
5. Increase marketing and promotion for fall

Top 5 Concerns for the Year Ahead

1. Rising costs of supplies
2. Declining consumer economic confidence



3. Increasing housing costs for employees
4. Irresponsible visitor behavior
5. Ongoing revenue shortfalls

Business Sentiments

- Strong support for hosting more events in Ouray
- Strong agreement on the need for a shared community calendar between Ouray and Ridgway to consolidate event and meeting information
- Broad consensus that:
 - In-state tourism is critical to business success
 - Out-of-state tourism is also important to business success
 - International tourism is viewed as less critical, with most respondents neutral or moderately supportive

Perceptions of Visit Ouray Efforts

- Businesses agree or strongly agree that:
 - Visit Ouray is doing a good job promoting tourism
 - We should collaborate with magazines and TV networks to promote visitation
 - The Ouray Business Partners page provides valuable information for their organization

Tourism Stakeholder Survey Comparison Report 2022-2025

Survey Participation

Year	Number of Responses
2025	81
2023	45
2022	5



Visitation & Revenue Trends

<u>Year</u>	<u>Visitation</u>	<u>Revenue</u>
2022	Decreased	Decreased
2023	Increased or remained stable over 2022	Mixed (increase, stable, or decreased)
2025	Summer 2024: Increased Winter: Stable or decreased	Summer: Increased or stable Winter: Decreased or stable

Notable Trends:

- Summer visitation and revenue improved in 2023 and 2025.
- Winter remains a challenge.
- Events and holidays continue to positively impact winter business.

Top Priorities by Year

Priority	2022	2023	2025
Encourage responsible and respectful visitation	✓	✓	✓
Promote local businesses (especially winter operations)	✓	✓	✓
Increase marketing and promotion for spring		✓	✓
Increase marketing and promotion for fall			✓
Attract meetings, conferences, and retreats		✓	✓
Develop or enhance winter visitor experiences		✓	
Increase workforce development	✓		
Promote shoulder/off-season visitation	✓		



Key Shifts

- Focus has expanded from workforce development in 2022 to seasonal marketing in 2023–2025.
- Consistent demand for attracting off-peak visitors and more events.
- Responsible visitation remains a top priority year-over-year.

Top Concerns by Year

Concern	2022	2023	2025
Housing costs for employees	✓		✓
Rising costs of supplies	✓	✓	✓
Decreased consumer economic confidence			✓
Irresponsible visitation by guests		✓	✓
Revenue shortfall		✓	✓
Retaining or hiring staff	✓	✓	
Fuel prices	✓		

Trends

- Cost pressures (supplies, housing) are consistent concerns.
- Staffing issues were more prominent in 2022 and 2023.
- Economic uncertainty and irresponsible guest behavior are rising concerns in 2023–2025.

Summary of Key Trends (2022–2025)

- Resilient summer tourism, especially in 2024.
- Winter remains a challenge, despite positive event impacts.
- Stakeholders increasingly prioritize seasonal marketing and event-based tourism.
- Concerns have shifted from staffing to broader economic and operational challenges.



- Strong and growing confidence in Visit Ouray's efforts and strategic partnerships.



Visit Ouray Visitor Survey Report

Interim Results as of May 19, 2025

Total Responses: 1,232

Visit Ouray launched its visitor survey in March 2025 and will continue collecting responses through September 2025. The survey is being administered as part of the Colorado Tourism Office Destination Mentor program.

Distribution includes social, digital and email marketing campaigns as well as in key in-destination locations including the Ouray Visitor Center, lodging properties, and high-traffic areas. The following interim findings provide valuable insights into the profile, behaviors, and preferences of current and prospective Ouray visitors.

Visitor Demographics

- Age:
 - 60–74: 37%
 - 46–59: 29.5%
 - 31–45: 21.4%
- Gender: Over 60% identified as female
- Household Income: Most respondents reported incomes between \$50,000 and \$149,000

Travel Motivators

Respondents ranked their top reasons for selecting a vacation destination:

1. A peaceful and relaxing escape
2. Plenty of outdoor activities
3. Scenic drives
4. A walkable, vibrant downtown
5. A friendly local community

Trip Planning Resources



Top five sources used for travel planning:

1. Websites
2. Search engines
3. Word of mouth
4. Recommendations from family and friends
5. Visitor guides

Visit History & Seasonal Preferences

- Visit Frequency:
 - Over 60% have previously visited Ouray
 - Over 20% are currently planning or considering a visit
- Seasonal Visitation:
 - Summer: 40%
 - Fall, Winter, and Spring followed respectively
- Interest in Future Visits by Season:
 - Summer: 78%
 - Fall: 76%
 - Spring: 59.5%
 - Winter: 41%

Visitor Behavior & Preferences

Length of Stay

- 2–3 nights: 34%
- Passing through: 23%
- 1 night: 15%
- 4–5 nights: 14%

Travel Companions

- With significant other: 35%
- With family and kids: 22%



Top Activities Participated In

1. Dining out (72%)
2. Hot springs (55%)
3. Shopping (53%)
4. Scenic drives (51.5%)
5. Hiking (41%)

Nearby Destinations Also Visited (in order)

- Ridgway
- Silverton
- Montrose
- Telluride
- Durango

Mode of Transportation

- 88% traveled to Ouray in their own vehicle

Visitor Satisfaction

On a scale of 1 to 10:

- Likelihood to return: 9
- Likelihood to recommend Ouray: 9
- Likelihood to visit Ouray in the winter: 6

Future Visitors: Preferences & Planning

Of respondents currently planning a trip:

- Trip Timing (timing of survey may have an impact on these responses):
 - Summer: 50%
 - Spring: 32%
 - Fall: 14%
 - Winter: 3.5%
- Length of Stay:
 - 2–3 nights: 51.5%



VISIT OURAY COLORADO

- 4–5 nights: 14%
- 1 night: 13%

- Travel Companions:
 - With significant other: 45%
 - With family and kids: 18%

- Top Interests:
 - Hot springs
 - Dining out
 - Hiking
 - Scenic drives
 - Shopping
 - History
 - Box Cañon Falls Park

Unfamiliar Audiences

Of those unfamiliar with Ouray:

- 87% would consider a future visit

- Most preferred seasons:
 1. Summer
 2. Fall
 3. Spring

Top Interests if They Visited

- Dining
- Hot springs
- Scenic drives
- Shopping
- Hiking
- Spa experiences

Barriers to Visiting (based on only 10 responses):



- Concerns about crowding during preferred travel times
- Perceived lack of activities or variety for all group members

Voluntourism Interest

When asked about interest in a voluntourism experience:

- 46%: Maybe, depending on the project
- 44%: Not interested
- 10%: Yes, sign me up

Brand Awareness & Discovery

How respondents first heard about Ouray:

- Recommendation from friends or family
- Other (live in Colorado, saw it on a map, or visited a visitor center)
- Visit Ouray website
- Facebook
- Visit Colorado website

Email Opt-In

- 867 respondents provided their email address for future communications and a sweepstakes entry

Next Steps

Visit Ouray will continue survey outreach through September 2025 utilizing its own platform to capture in-destination visitors during peak season. Surveys will be available at the Visitor Center, accommodation partners, and high-traffic areas throughout Ouray.

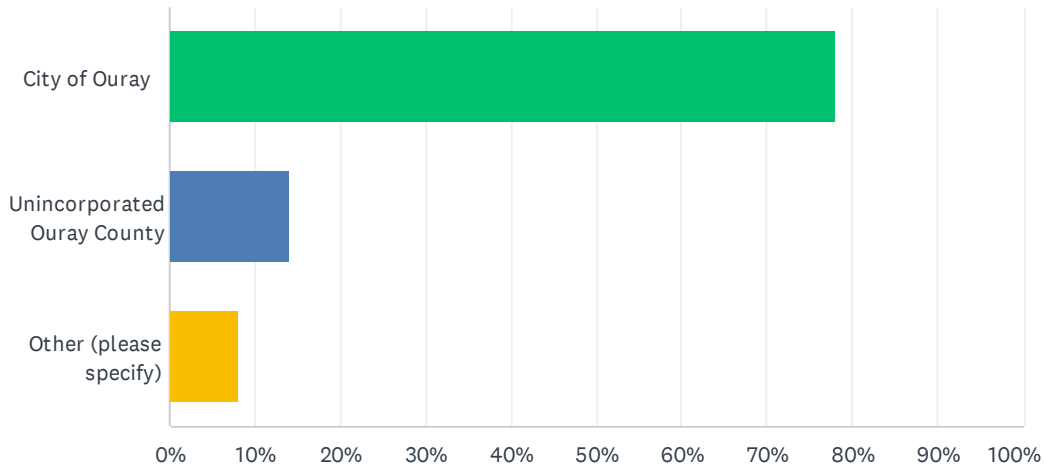
Results from this effort will inform year-round tourism strategy, marketing campaigns, and visitor experience enhancements. Final data and comparative analysis will be shared by Visit Ouray at the end of the collection period.

Q1 What year were you born? (enter 4 digit birth year, for example, 1987)

Answered: 150 Skipped: 0

Q2 What town, city, or unincorporated county is your primary residence? (select one)

Answered: 150 Skipped: 0

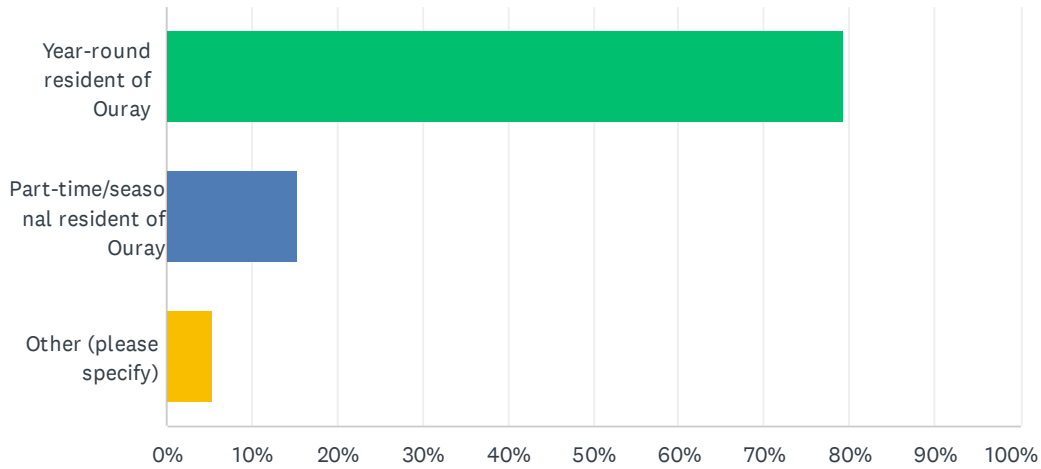


ANSWER CHOICES	RESPONSES	
City of Ouray	78.00%	117
Unincorporated Ouray County	14.00%	21
Other (please specify)	8.00%	12
TOTAL		150

Q3 Which of the following best describes you? (select one)

Answered: 150 Skipped: 0

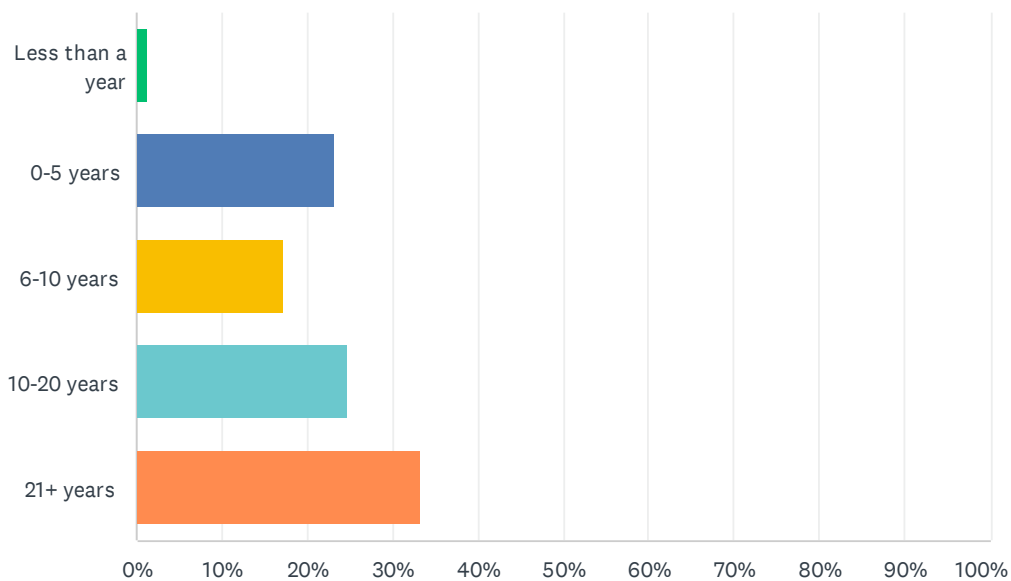
Visit Ouray 2025 Resident Sentiment Survey



ANSWER CHOICES	RESPONSES	
Year-round resident of Ouray	79.33%	119
Part-time/seasonal resident of Ouray	15.33%	23
Other (please specify)	5.33%	8
TOTAL		150

Q4 How long have you been a full-time or seasonal resident of Ouray? (select one)

Answered: 150 Skipped: 0

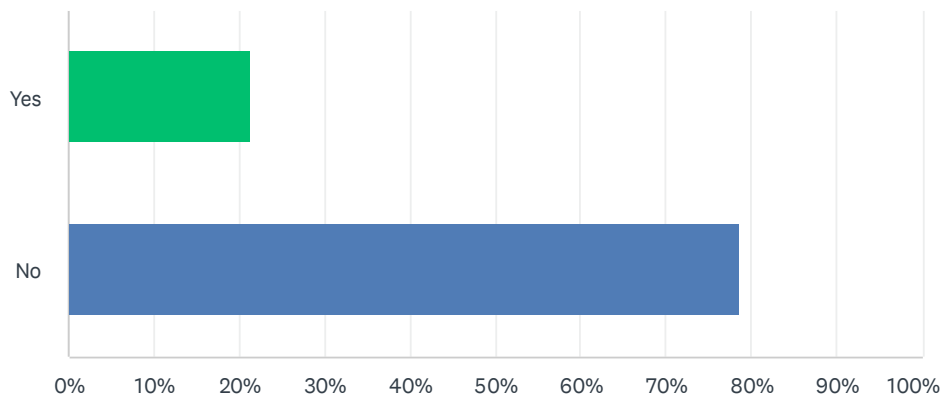


Visit Ouray 2025 Resident Sentiment Survey

ANSWER CHOICES	RESPONSES
Less than a year	1.33% 2
0-5 years	23.33% 35
6-10 years	17.33% 26
10-20 years	24.67% 37
21+ years	33.33% 50
TOTAL	150

Q5 Are you employed in the tourism industry?

Answered: 150 Skipped: 0

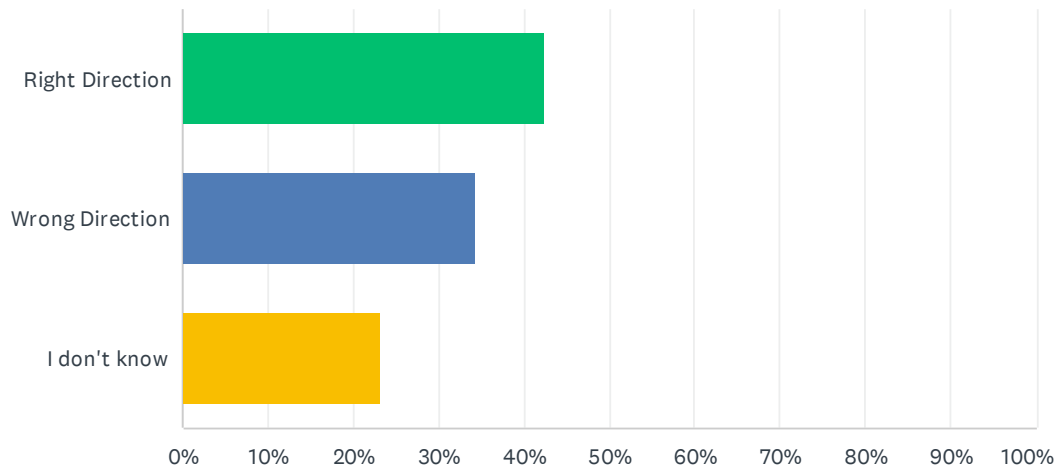


ANSWER CHOICES	RESPONSES
Yes	21.33% 32
No	78.67% 118
TOTAL	150

Q6 In general, tourism in Ouray is headed in the: (select one)

Answered: 125 Skipped: 25

Visit Ouray 2025 Resident Sentiment Survey



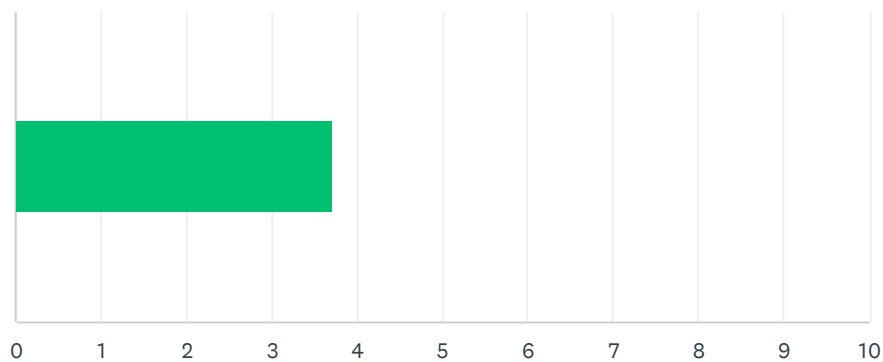
ANSWER CHOICES	RESPONSES	
Right Direction	42.40%	53
Wrong Direction	34.40%	43
I don't know	23.20%	29
TOTAL		125

Q7 Based on your answer to the previous question, why do you feel that way?

Answered: 118 Skipped: 32

Q8 How likely are you to recommend Ouray as a place to visit?

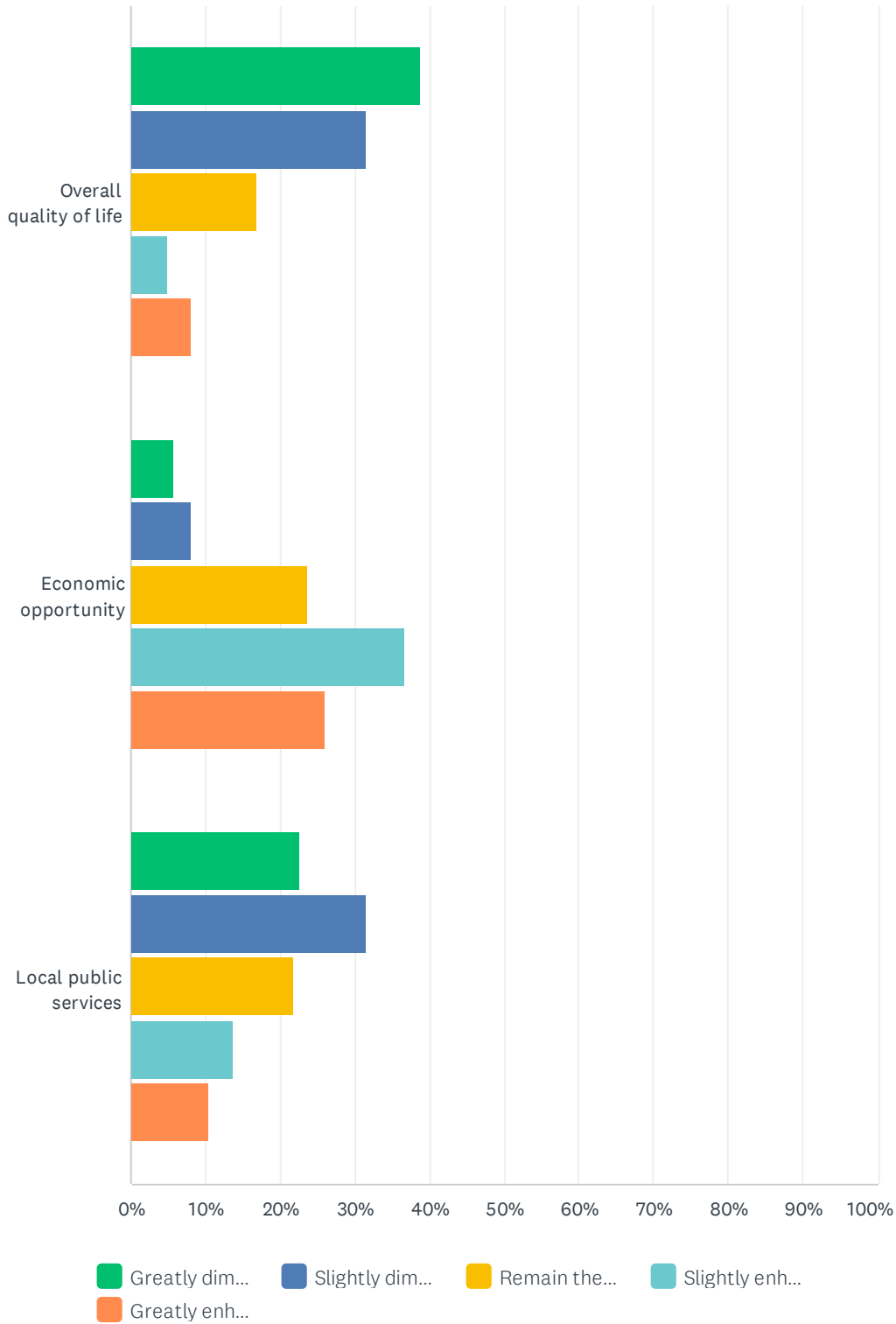
Answered: 125 Skipped: 25



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	465	125
Total Respondents: 125			

Q9 Would increased visitation to Ouray enhance or diminish the following for Ouray residents?

Answered: 125 Skipped: 25



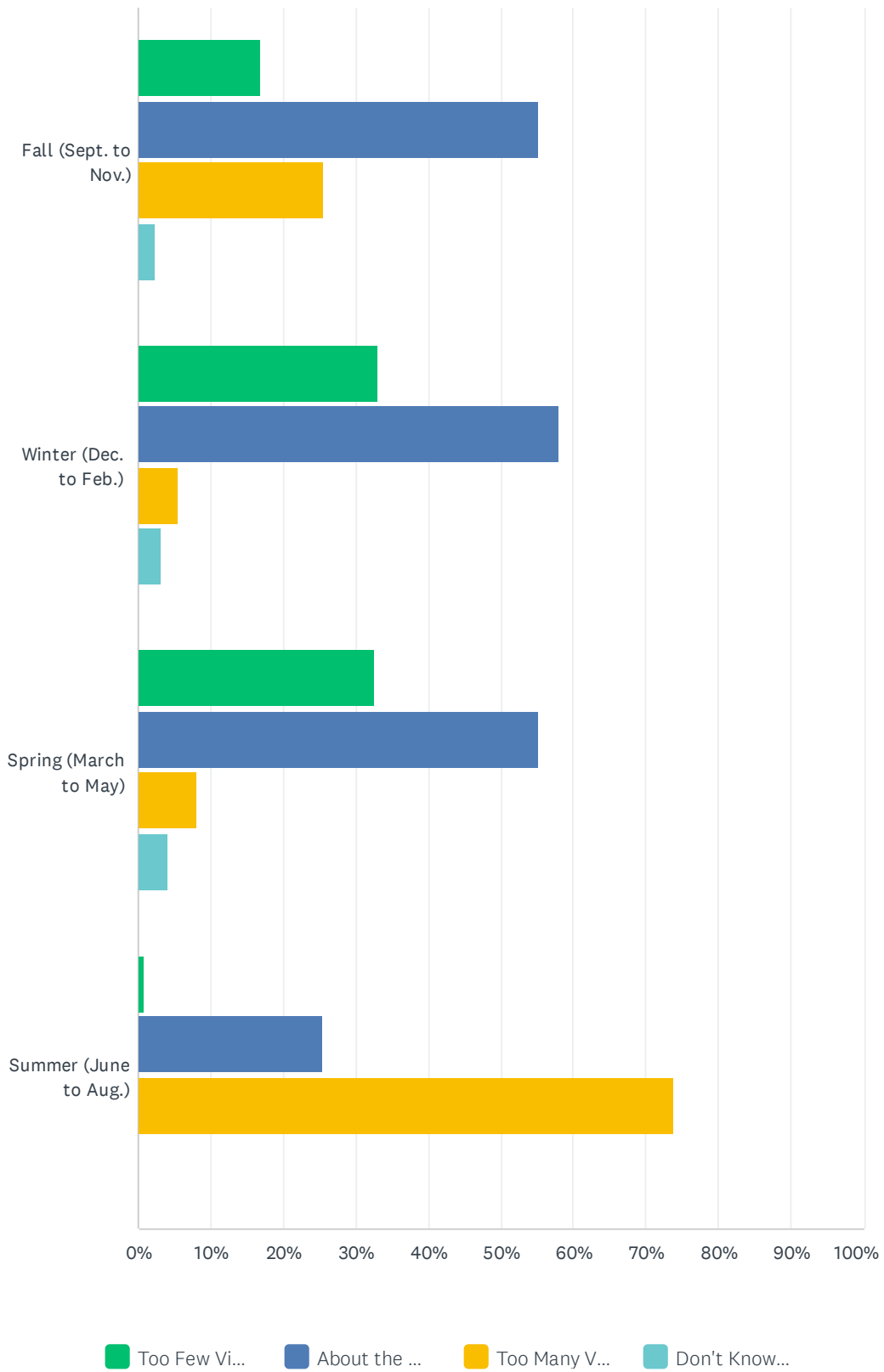
Visit Ouray 2025 Resident Sentiment Survey

	GREATLY DIMINISH	SLIGHTLY DIMINISH	REMAIN THE SAME	SLIGHTLY ENHANCE	GREATLY ENHANCE	TOTAL
Overall quality of life	38.71% 48	31.45% 39	16.94% 21	4.84% 6	8.06% 10	124
Economic opportunity	5.69% 7	8.13% 10	23.58% 29	36.59% 45	26.02% 32	123
Local public services	22.58% 28	31.45% 39	21.77% 27	13.71% 17	10.48% 13	124

Q10 With respect to the number of visitors that Ouray receives each season, would you say there are: (Select one per row)

Answered: 126 Skipped: 24

Visit Ouray 2025 Resident Sentiment Survey

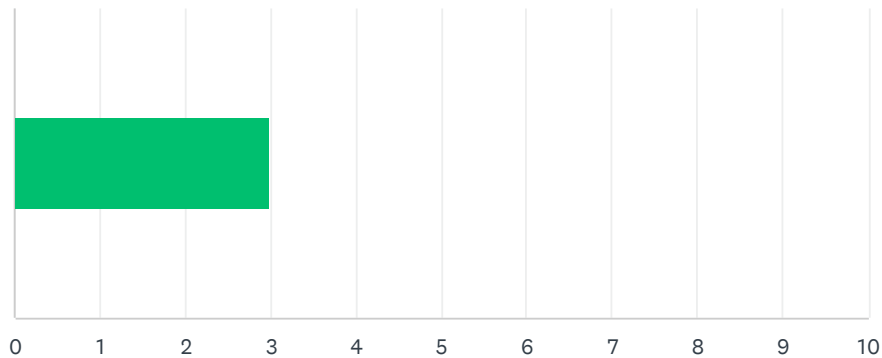


Visit Ouray 2025 Resident Sentiment Survey

	TOO FEW VISITORS	ABOUT THE RIGHT NUMBER OF VISITORS	TOO MANY VISITORS	DON'T KNOW (NO OPINION)	TOTAL
Fall (Sept. to Nov.)	16.80% 21	55.20% 69	25.60% 32	2.40% 3	125
Winter (Dec. to Feb.)	33.06% 41	58.06% 72	5.65% 7	3.23% 4	124
Spring (March to May)	32.52% 40	55.28% 68	8.13% 10	4.07% 5	123
Summer (June to Aug.)	0.79% 1	25.40% 32	73.81% 93	0.00% 0	126

Q11 Overall, the positive impacts of tourism outweigh the negative impacts.

Answered: 119 Skipped: 31

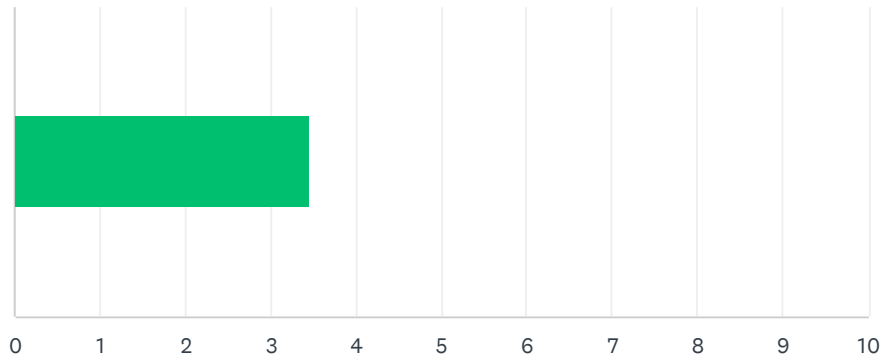


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	355	119
Total Respondents: 119			

Q12 My community has become too dependent on tourism for sustaining the local economy of Ouray.

Answered: 118 Skipped: 32

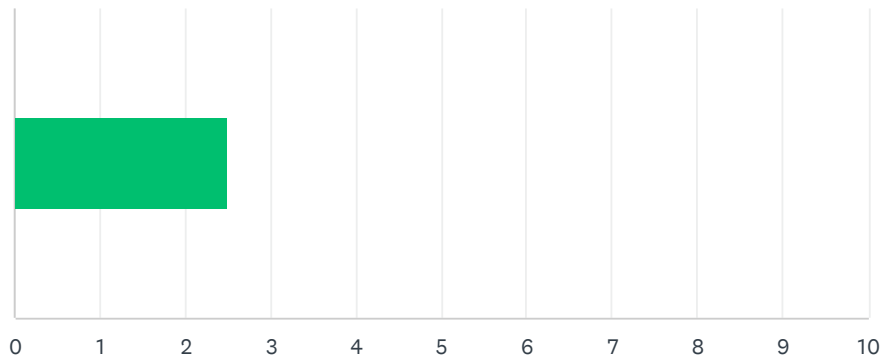
Visit Ouray 2025 Resident Sentiment Survey



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	408	118
Total Respondents: 118			

Q13 We should host more events that attract tourists to Ouray.

Answered: 118 Skipped: 32

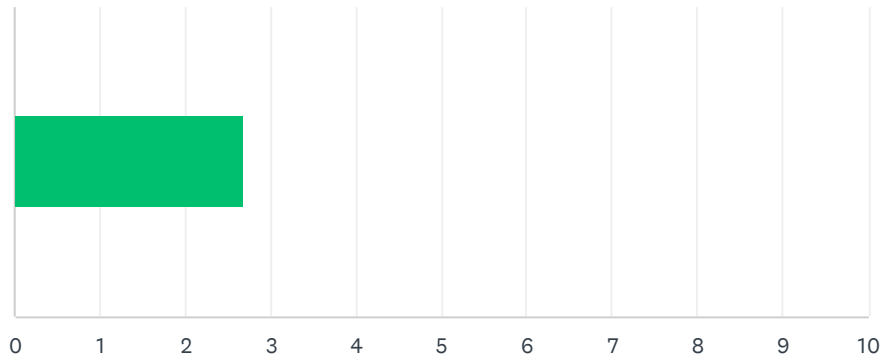


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	2	294	118
Total Respondents: 118			

Q14 We should focus on sports tourism in Ouray.

Answered: 118 Skipped: 32

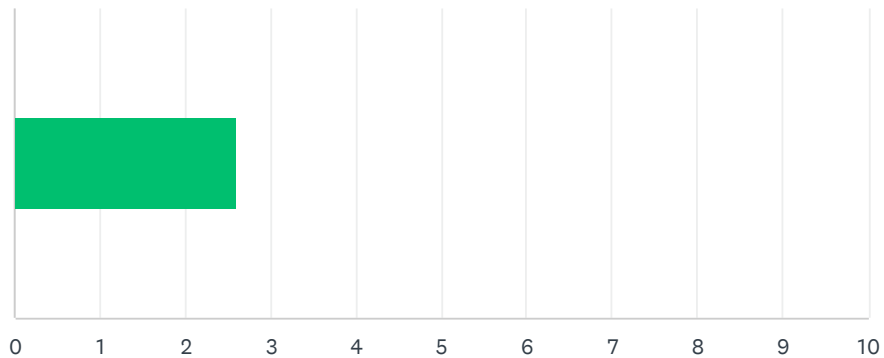
Visit Ouray 2025 Resident Sentiment Survey



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	317	118
Total Respondents: 118			

Q15 I like the way my local tourism advertising represents Ouray.

Answered: 116 Skipped: 34

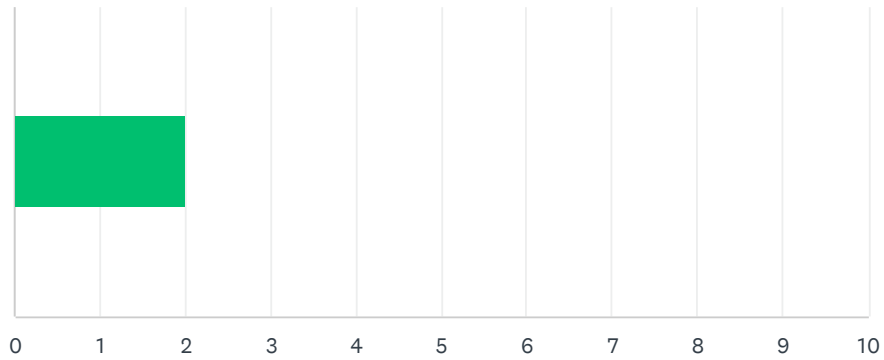


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	302	116
Total Respondents: 116			

Q16 The sales and lodging tax that tourists pay on their purchases adequately compensates for the wear-and-tear they create on our infrastructure and outdoor recreation areas.

Answered: 118 Skipped: 32

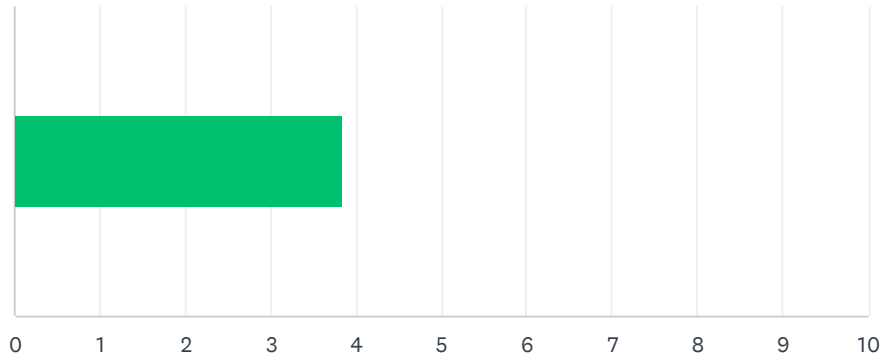
Visit Ouray 2025 Resident Sentiment Survey



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	2	237	118
Total Respondents: 118			

Q17 The tourism industry in Ouray has a positive impact on local businesses.

Answered: 118 Skipped: 32

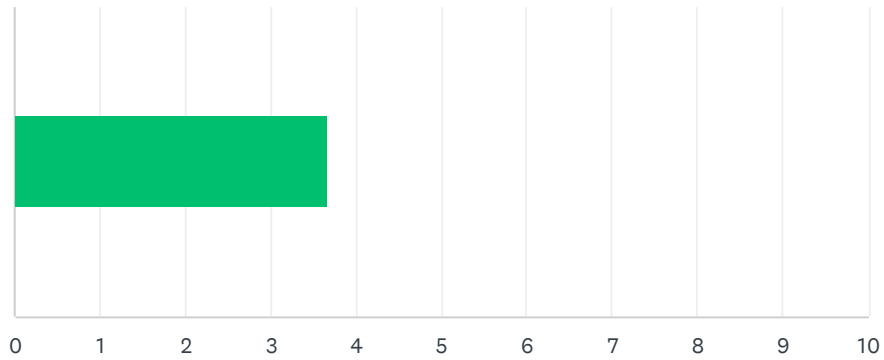


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	453	118
Total Respondents: 118			

Q18 The growth of tourism is causing prices to rise, making things less affordable for residents.

Answered: 119 Skipped: 31

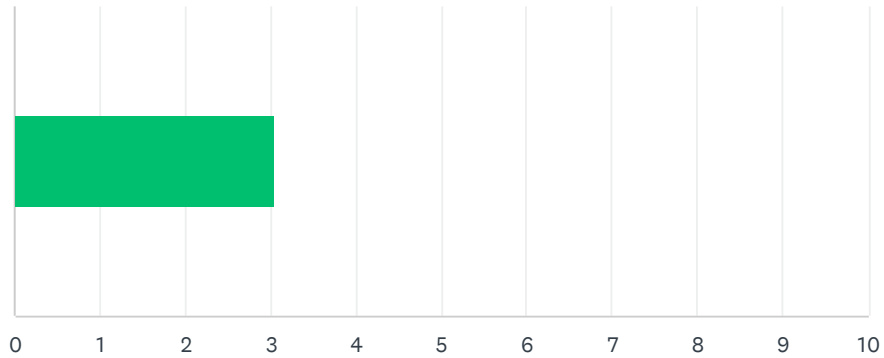
Visit Ouray 2025 Resident Sentiment Survey



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	436	119
Total Respondents: 119			

Q19 I have access to more quality restaurants, events, and attractions because of the tourism dollars that support those activities in Ouray.

Answered: 119 Skipped: 31

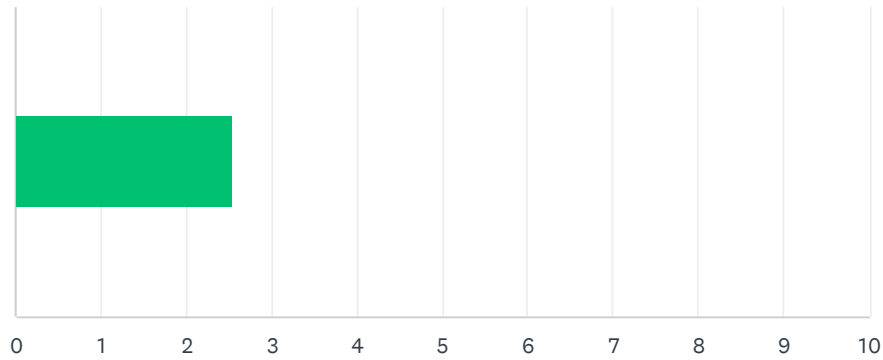


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	362	119
Total Respondents: 119			

Q20 There are more outdoor recreational opportunities (places to go and things to do) because of tourism in Ouray.

Answered: 120 Skipped: 30

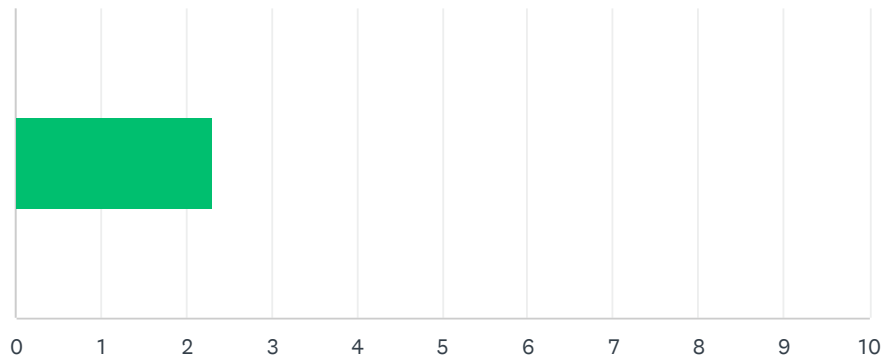
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ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	304	120
Total Respondents: 120			

Q21 There are more cultural heritage opportunities (i.e. museums) because of tourism in Ouray.

Answered: 119 Skipped: 31

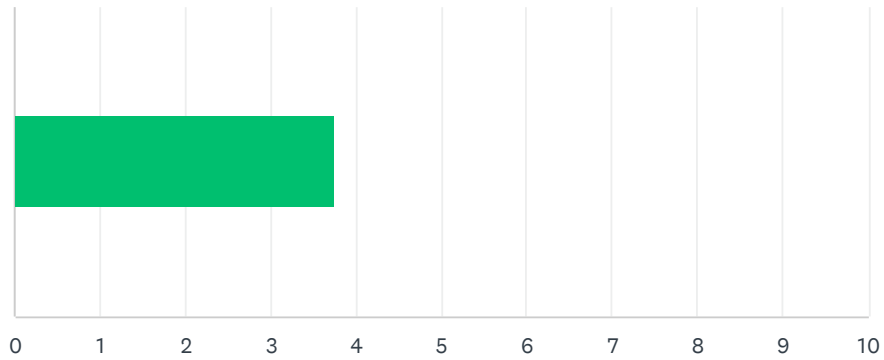


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	2	273	119
Total Respondents: 119			

Q22 Attractions and recreational facilities are becoming overcrowded because of the visitors traveling to Ouray.

Answered: 119 Skipped: 31

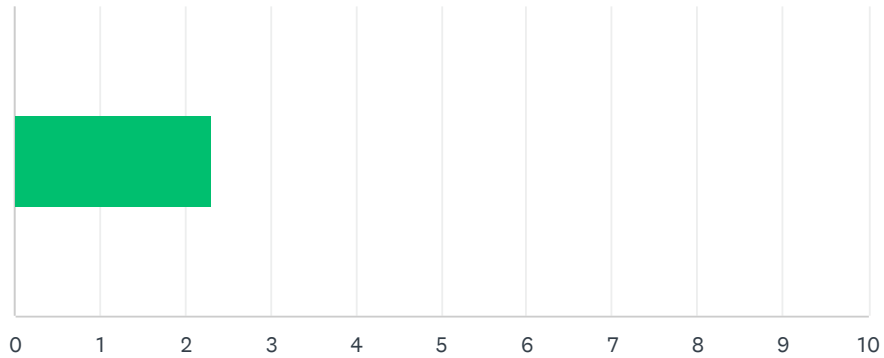
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ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	447	119
Total Respondents: 119			

Q23 The tourism industry values sustainability and the state’s natural resources.

Answered: 119 Skipped: 31



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	2	273	119
Total Respondents: 119			

Q24 The tourism industry is doing a good job of educating visitors on how to be responsible travelers.

Answered: 118 Skipped: 32

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ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	2	271	118
Total Respondents: 118			

Q25 I would like to see more reservation systems become available for outdoor experiences in Ouray.

Answered: 119 Skipped: 31

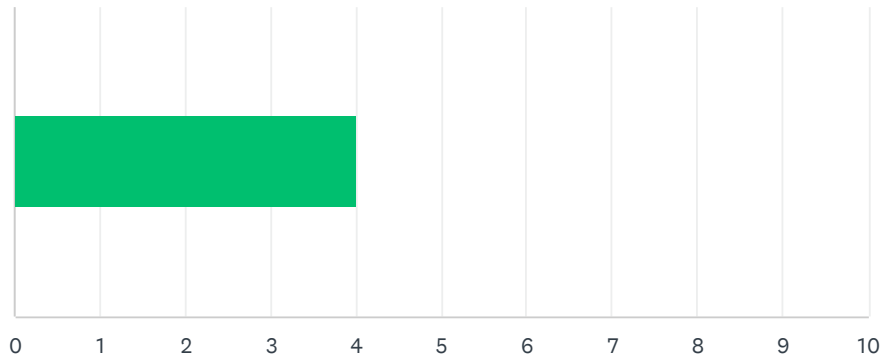


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	2	275	119
Total Respondents: 119			

Q26 It is important that there is a consistent community calendar with events, meetings, etc. shared between Ridgway and Ouray.

Answered: 120 Skipped: 30

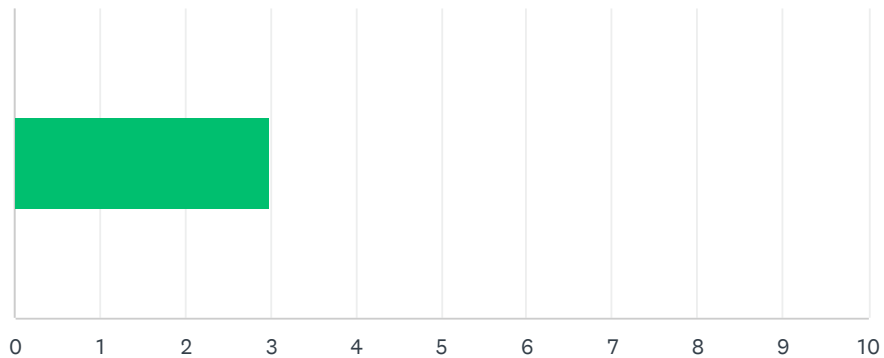
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ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	482	120
Total Respondents: 120			

Q27 Wayfinding and signage for visitors is adequate in Ouray.

Answered: 118 Skipped: 32

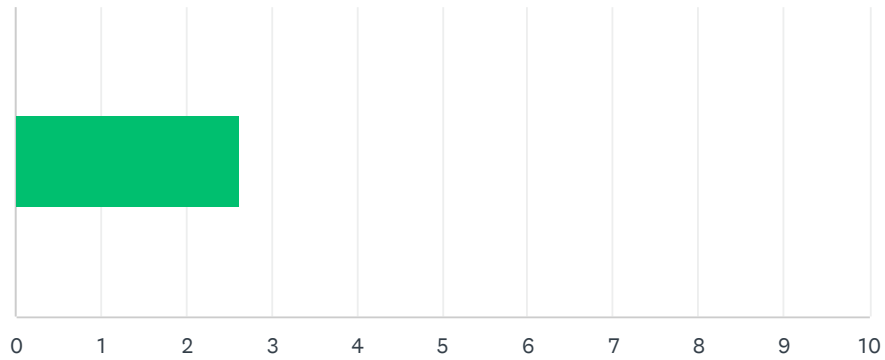


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	352	118
Total Respondents: 118			

Q28 I would be willing to pay more taxes for local public services if it meant fewer visitors in the area.

Answered: 119 Skipped: 31

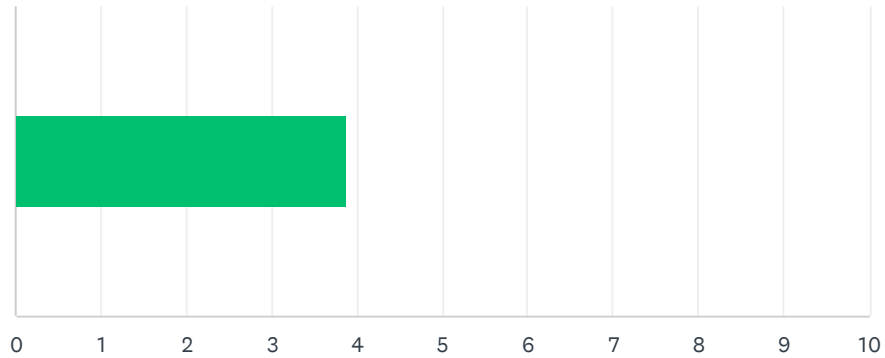
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ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	312	119
Total Respondents: 119			

Q29 Trails, open space, and public lands are becoming overcrowded because of more tourists.

Answered: 120 Skipped: 30

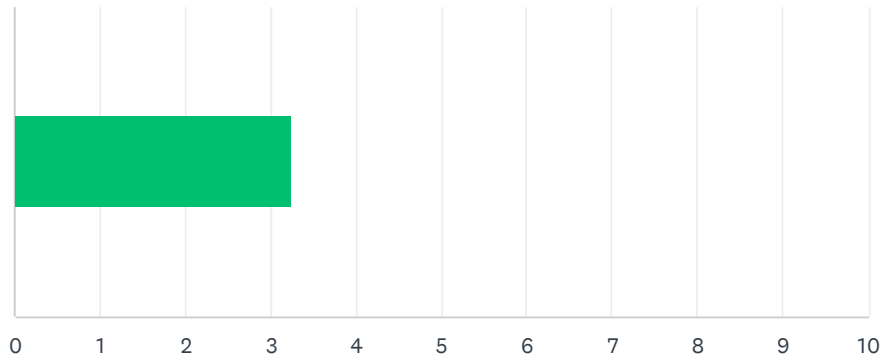


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	465	120
Total Respondents: 120			

Q30 More regulations on short-term rentals are needed in Ouray.

Answered: 119 Skipped: 31

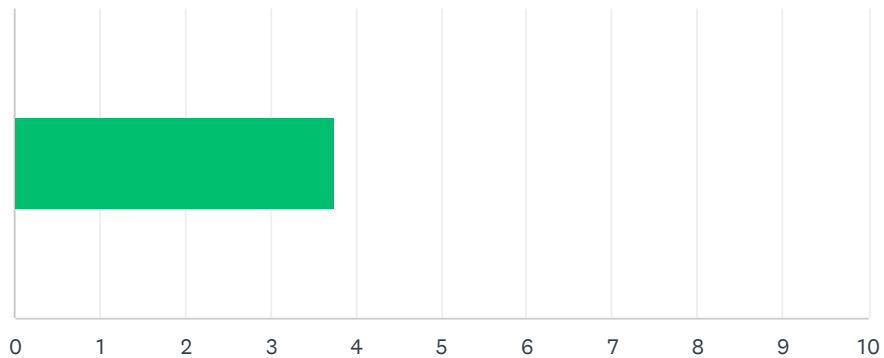
Visit Ouray 2025 Resident Sentiment Survey



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	386	119
Total Respondents: 119			

Q31 Are you aware of Visit Ouray efforts to market tourism in Ouray?

Answered: 116 Skipped: 34

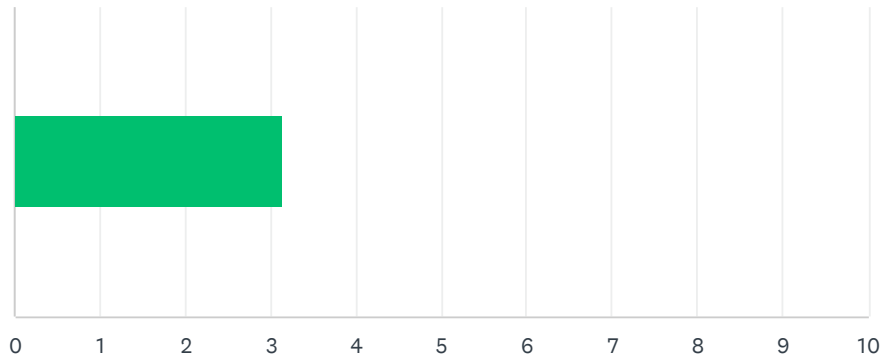


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	435	116
Total Respondents: 116			

Q32 Are you aware of Visit Ouray efforts to manage tourism in Ouray?

Answered: 117 Skipped: 33

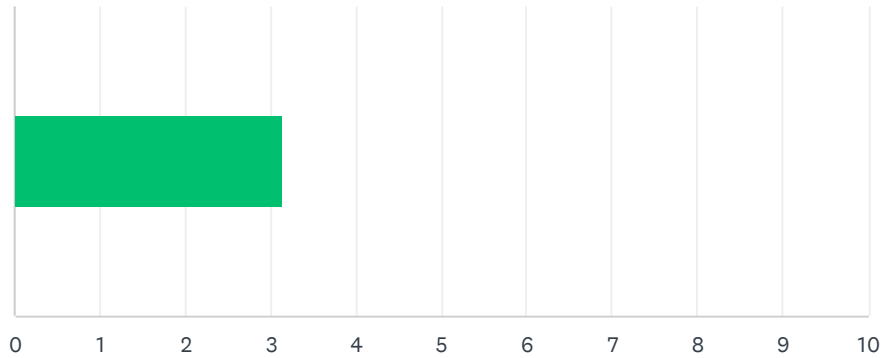
Visit Ouray 2025 Resident Sentiment Survey



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	367	117
Total Respondents: 117			

Q33 Are you aware of Visit Ouray's Do Ouray Right educational campaign?

Answered: 117 Skipped: 33

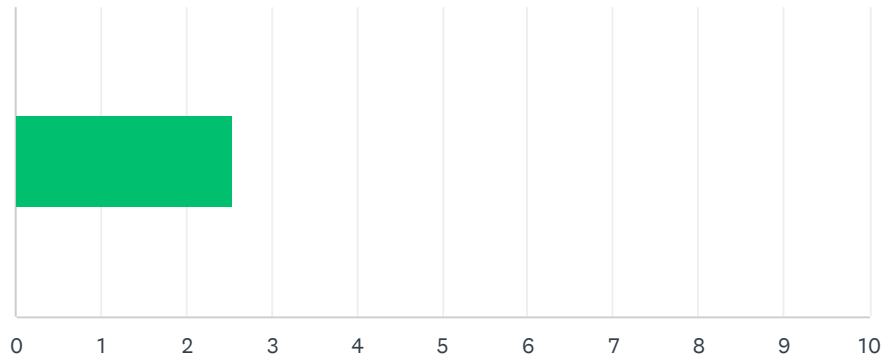


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	366	117
Total Respondents: 117			

Q34 Are you aware of Visit Ouray's Do Ouray Right trailhead ambassador program?

Answered: 118 Skipped: 32

Visit Ouray 2025 Resident Sentiment Survey



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	299	118
Total Respondents: 118			

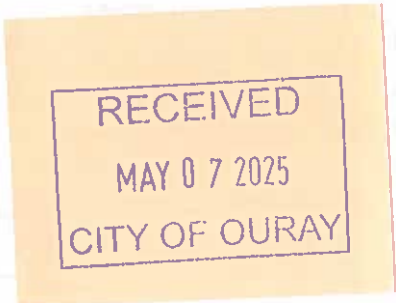
Q35 Do you have any additional comments to share with Visit Ouray regarding tourism in Ouray?

Answered: 72 Skipped: 78

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 125
Renewal Fee	575
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 625

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



\$750 DOR
 \$175 CITY
 CK# 3991
 MMLD
 5/20/25

DOR
 750

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

* Note that the Division will not accept cash

Paid by check

Paid online

Uploaded to Movelt on

Date

Licensee Name Friends of the Wright Opera House		Doing Business As Name (DBA) The Wright Opera House	
Liquor License # 42-94142-0002	License Type Tavern (City)		
Sales Tax License Number 42941420002	Expiration Date 5/7/25	Due Date	
Business Address 472 Main St		Phone Number 970-325-4493	
Mailing Address PO Box 992		Email info@thewrightoperahouse.org	
Operating Manager Ann Fellin	Date of Birth 8/12/1969	Home Address 3229 County Road 17, Ridgway 81432	Phone Number (970) 585-2022
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Affirmation & Consent	
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business <i>Ann Felton</i>	Title <i>Executive Director</i>
Signature <i>[Signature]</i>	Date <i>5/7/25</i>
Report & Approval of City or County Licensing Authority	
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.	
Local Licensing Authority For	Date
Signature	Title
	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Ann Fellin am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Friends of the Wright Opera House (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Friends of the Wright Opera House</u>		Social Security Number/Tax Identification Number <u>26-2039839</u>	
Address <u>472 Main St.</u>			
City <u>Duray</u>		State <u>CO</u>	Zip <u>81427</u>
Home Phone Number <u>N/A</u>		Business/Work Phone Number <u>970-325-4399</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Ann Fellin</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Ann Fellin</u>			Date signed <u>5/9/25</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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

Submit to Local Licensing Authority

ST ELMO HOTEL
PO BOX 622
Ouray CO 81427

RECEIVED
MAY 23 2025
CITY OF OURAY

LIQUOR LICENSING

APR 03 2025

\$175 CITY
CK# 3909
MMLD
5/23/25

Online payment To DoR

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

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

~~Payment by check~~
 Paid Online

Uploaded to Movelt on Date

[Empty box for upload date]

Licensee Name

ST ELMO LLC

Doing Business As Name (DBA)

ST ELMO HOTEL

Liquor License Number

03-18772

License Type

Hotel & Restaurant (city)

Sales Tax License Number

29925410-0000

Expiration Date

05/18/2025

Due Date

04/03/2025

Business Address

Street Address

426 MAIN STREET

Phone Number

9703254951

City, State, ZIP Code

Ouray CO 81427

Mailing Address

Street Address

PO BOX 622

City, State, ZIP Code

Ouray CO 81427

Email

STELMOHOTEL1898@gmail.com

Operating Manager

DAVID BAGGETT

Date of Birth

888888888888

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

DAVID BAGGETT

Title

OWNER

Signature

[Handwritten Signature]

Date (MM/DD/YY)

03/31/23

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

[Empty box for Local Licensing Authority For]

Title

[Empty box for Title]

Attest

[Empty box for Attest]

Signature

[Empty box for Signature]

Date (MM/DD/YY)

[Empty box for Date]

Name (Individual/Business)

BENTON RESTAURANT

Social Security Number/Tax Identification Number

8888888888888888

Home Phone Number

2106077744

Business/Work Phone Number

9703254851

Street Address

426 MAIN ST.

City

OURAY

State

CO

ZIP Code

81427

Printed name of person signing on behalf of the Applicant/Licensee

DAVID BARRETT

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

[Handwritten Signature]

Date Signed

3/3/2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Payment Receipt Confirmation

Your payment was successfully processed.

Receipt Contact Information

Contact Name	Liquor Enforcement Division	Contact Url	https://sbg.colorado.gov/contact-the-liquor-and-tobacco-enforcement-division
Contact Email	dor_liqlicensing@state.co.us	Contact Address	1707 Cole Blvd., Suite 300 Lakewood, CO 80401
Contact Phone	303-205-2300		

Transaction Summary

Description	Receipt Confirmation	
		Amount
DOR Liquor Enforcement Division Payment		\$750.00
Service Fee		\$17.64
TOTAL		\$767.64

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price of items purchased through this service includes revenue used to develop, maintain, and enhance the state's official web portal, Colorado.gov.

Customer Information

Customer Name	Blake Baggett	Receipt Date	3/31/2025
Company Name	St Elmo LLC	Receipt Time	11:12:46 AM MDT
Local Reference ID	921c8183-4368-4311-bc9b-5d678fd520be		

Payment Information

Payment Type	Credit Card	Credit Card Number	*****8072
Credit Card Type	VISA	Order ID	247168598
		Name on Credit Card	blake baggett

Billing Information

Billing Address	426 main st	Phone Number	9703254951
Billing City, State	ouray , CO	This receipt has been emailed to the address below.	
Billing Zip/Postal Code	81427	Email Address	stelmohotel1898@gmail.com
Country	US		

RESOLUTION NO. 9 (SERIES 2025)

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY,
COLORADO ADOPTING A NEW ADMISSION FEES TO THE OURAY HOT
SPRINGS AND FITNESS CENTER EFFECTION ON JUNE 3, 2025.**

WHEREAS, the City of Ouray owns and operates the Ouray Hot Springs and Fitness Center (Pool) as an enterprise fund under TABOR where admission fees primarily must sustain the Pool operations; and

WHEREAS, on May 19, 2025, at the regular Council meeting staff presented proposed admission fee increases for the Pool in some fee categories and a new membership category for super seniors 75 yrs and older to bring the admission fees in-line with fees charged for other hot spring pools in the State; and

WHEREAS, City Council is currently designing a new bathhouse at the Pool and a bond (loan) will be obtained by the City to construct it. Admission fees will be increased as necessary to pay the loan payment and as such Council finds that incremental increases in fees are easier to absorb than one large increase; and

WHEREAS, after consideration of staff's recommendations concerning the adoption of a new Pool admission fee schedule attached hereto, City Council finds that the proposed admission fee schedule advances the health, safety and welfare of the general public.

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

1. The attached Ouray Hot Springs and Firness Center fee schedule is hereby adopted and shall be effective on June 3, 3025.

ADOPTED this 2nd day of June 2025 by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk



CITY OF
OURAY
PARKS AND RECREATION



Ouray Hot Springs Pool and Fitness Center

<u>Description of Fee / License / Permit</u>	<u>Additional Notes / Details</u>	<u>Proposed New Fee</u>
Daily Admissions		
Super Senior 75+	Super Senior 75+	\$10.00
Senior (62- 74)	Senior (65- 74)	\$24.00
Adult (18-61)	Adult (18-65)	\$30.00
Youth (4-17)	Youth (3-17)	\$18.00
Youth (under 4)	Youth (under 3)	free
Gym and Pool		\$36.00
Gym Only		\$20.00
Punch Pass		
10 punch pass		\$220.00
Memberships		
Resident		
12 month pool		\$150.00
12 month pool (senior)		\$85.00
12 month pool family add on (pp)		\$50.00
12 month pool and fitness center		\$250.00
12 month pool and fitness center family add on (pp)		\$80.00
12 month Pool and Fitness center senior		\$140.00
12 month Pool and Fitness center super Senior	New fee	\$0.00
Non Resident		
12 month pool		\$250.00
12 month pool per family add on (pp)		\$120.00
12 month pool and fitness center		\$350.00
12 month pool and fitness center family add on (pp)		\$120.00
12 month Pool and Fitness center (super senior)	New fee	\$50.00
Fitness center		
Resident		
12 month fitness center		\$150.00
12 month fitness center (Senior)		\$85.00
Non resident		
12 month fitness center		\$185.00
12 month fitness center add on		\$100.00

Adopted by Resolution 9 (Series 2025) on June 2, 2025

RESOLUTION NO. 10 (SERIES 2025)

A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY, COLORADO APPROVING THE DEED RESTRICTION FOR A SWISS VILLAGE COOPERATIVE AFFORDABLE HOUSING LOAN OF TWO-HUNDRED THOUSAND DOLLARS ALONG A WITH PROMISSORY NOTE, DEED OF TRUST, AND SUBORDINATION AGREEMENT WHICH REFLECTS A LOAN TO THE COOPERATIVE FORGIVEABLE OVER NINETY-NINE (99) YEARS; AND INSTRUCTIONS TO STAFF CONCERNING THE CITY'S PARTICIPATION IN THE CLOSING OF THE PURCHASE OF THE SWISS VILLAGE MOBILE HOME PARK BY THE COOPERATIVE.

WHEREAS, the City of Ouray agrees to contribute two-hundred thousand dollars (\$200,000.00) towards the purchase of the purchaser of the Swiss Village Mobile Home Park (Association) in return for a deed restriction on the property as set forth on Exhibit A attached hereto;

WHEREAS, the Association requests the money from the City be in the form of a forgivable loan and a promissory note and deed of trust are attached as Exhibit B calling for forgiveness of the loan over the term of the deed restriction;

WHEREAS, the Association has received favorable loan terms for the purchase of the property through grants such that the City's loan must be subordinated to the grantor loan in the form attached as Exhibit C.

WHEREAS, the City Council finds that the deed restriction and the loan evidenced by a promissory note, deed of trust, and subordination agreement advances the health, safety and welfare of the general public.

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

1. Council approves the deed restriction, promissory note, deed of trust, and form subordination agreement, authorizing the Mayor to sign the same.
2. Council authorizes staff to make any final editions to the documents concerning the proper name of the association, its address, the legal description and other like corrections required to close on the purchase of the mobile home park.

3. Staff is directed to wire \$200,000.00 from the short-term rental excise tax fund for affordable housing to the title company so long as the deed restriction, note and deed of trust is signed by the Association at closing.
4. Staff is directed to keep the original promissory note in the City Vault.

ADOPTED this 2nd day of June 2025 by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

This Form Has Important Legal Consequences and the Parties Should Consult Legal Counsel Before Signing

DEED RESTRICTION AND USE COVENANT AGREEMENT
FOR [INSERT STREET ADDRESS]

City of Ouray
Affordable Housing Ownership and Occupancy

THIS DEED RESTRICTION AND USE COVENANT AGREEMENT is entered into this _____ day of _____, 2025 (“Effective Date”) between **SWISS VILLAGE COOPERATIVE, INC.**, a Colorado cooperative, P.O. Box 193, Ouray, Colorado 81427, (“Grantor” or “Owner”), and the **CITY OF OURAY**, a Colorado home rule municipal corporation with its principal place of business being 320 6th Ave, Ouray, Colorado 81427, (“Grantee” or “City”).

Property Subject to Deed Restriction. The following real property (the “Restricted Property”) is hereby subject to these Covenants:

(INSERT LEGAL HERE)
County of Ouray
State of Colorado.

Commonly known as **1500 OAK STREET, UNITS 1A, 1B, 2, 3, 4, 5,6, 7, 8, 9,10, 11, 12, 12B, 13, 14, 15, 17,18, 19, and 20, OURAY, COLORADO, 81427.**

This Restricted Property has maximum lot rent charges of \$2,457.00 per month based upon the AMI Lot Rent Calculation.

RECITALS

WHEREAS Grantor is the Owner of the Restricted Property consisting of twenty (20) mobile home lots;

WHEREAS, in connection with Owner’s purchase of Restricted Property, City provides Two Hundred Thousand Dollars (\$200,000.00) towards the purchase of the Restricted Property in return for the execution of this deed restriction;

WHEREAS the mobile home units located on Restricted Property are owned individually by Patrons who all have voting rights in Grantor, except unit 20, and these units are numbered 1A, 1B, 2, 3, 4, 5,6, 7, 8, 9,10,11, 12, 12B, 13, 14, 15, 17,18, 19, and 20;

WHEREAS the mobile home located on Lot 20 is being purchased by Owner in connection with the purchase of the Restricted Property and will be sold to a Qualified Patron as soon as possible after the purchase;

WHEREAS, Lot/Unit Nos #3, 8, 9, 11, and 12 are initially exempt from subsection 3.2.2 below concerning the qualification that the Patron must use a mobile home located on a lot on Restricted Property as their primary residence and such exemption shall terminate upon any Transfer;

WHEREAS, Grantor, and any heirs, executors, administrators, representatives, successors, and assigns, and Patron and Nonpatron members of Grantor desires and agrees to comply with this DEED RESTRICTION AND COVENANT AGREEMENT (“Covenant”), recorded at the reception number above in the Ouray County Clerk and Recorder’s office, and agrees to the restriction in the use of the Restricted Property;

WHEREAS, Grantor shall provide written evidence consisting of each Patron and Nonpatron specifically agreeing in writing to be bound by this Deed Restriction and Use Covenant and such writing shall be attached and incorporated into this agreement as Exhibit A.

WHEREAS, under this Covenant Grantor and Grantee intend, declare, and agree that the regulatory and restrictive covenants set forth herein govern the use of the Restricted Property and shall be and are covenants running with the land and shall be binding upon Grantor and Grantee; and

WHEREAS this Covenant is intended to restrict the rent charged on any mobile home lots located on Restricted Property to no more than thirty percent (30%) of the adjusted eighty percent (80%) AMI divided by 12 months for a household of two, regardless of true household size, adjusted from time to time by Ouray City Council, to all Patrons of the Restricted Property.

DEFINITIONS

1. **AREA MEDIAN INCOME (AMI)** is determined by using the figures published yearly by US Department of Housing and Urban Development (“HUD”) and adopted by Colorado Housing and Finance Authority (“CHFA”) to determine housing tax credit projects maximum rent charges for counties in Colorado. They are published at: www.chfainfo.com.
2. **AMI LOT RENT CALCULATION** means the Colorado maximum monthly rent charged by an Owner per unit based on a household size of two, regardless of true household size, that may be collected from all occupants of a Restricted Property, being no more than thirty percent (30%) of the adjusted one hundred twenty percent (120%) AMI divided by 12, amended by resolution.¹
3. **LEASE** means a written agreement between the Owner and Qualified Patron establishing the terms and conditions of the lot rent, including reasonable rules and regulations promulgated by the Owner.
4. **PATRON** means any person(s) who owns a mobile home unit located within the Restricted Property, is a voting member of Grantor, occupies and uses the Restricted Property as their primary residence, and meets all other qualifications set forth in Paragraph 3 below.
5. **LOT RENT** is the maximum total amount of remuneration charged to a Qualified Patron for use of the Restricted Property in accordance with the AMI Rent Calculation in effect in the Deed Restriction and Use Covenant Agreement including any costs for Owner’s insurance, taxes, debt service, legal and administrative expenses, and City of Ouray water/sewer/trash charges, per lot, per month, but not including individual unit electricity, gas, internet, or any other hidden costs, fees, or payments of any kind for services rendered that are less than fair market value.
6. **TRANSFER** means an act of an Owner or a Qualified Patron by which the Restricted Property or a mobile home unit located within the Restricted Property is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary or involuntary transfer, or transfer by operation of law (whether by contract of sale, gift, devise, bequest, trustee's sale, foreclosure, or otherwise) of any interest in the Qualified Patron’s mobile home unit located within the Restricted Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a contract by which possession of Qualified Patron’s mobile home is transferred.

COVENANT

¹ Based on 120% of the 2024 area median income for Ouray County, as adopted by CHFA on May 6, 2024, for a household size of two or \$98,280.00

NOW, THEREFORE, in consideration of the foregoing material Recitals, the mutual covenants, restrictions, and equitable servitudes stated herein and other good and valuable considerations, including the purchase money by the City and the written agreement of Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent and agree as follows:

1. **Covenant Runs with the Land.** These Covenants shall run with the land and title to the Restricted Property, for benefit of and enforceability by Grantee and their successors and assigns, and this Covenant shall bind the Grantor and all subsequent Owners of the Restricted Property. Owner shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the period of ownership. Every lease of the Restricted Property, for any purposes, shall be deemed to include and incorporate by reference, the covenants contained in this Covenant.

1.1 Term. The “**Term**” of this Covenant shall commence on the Effective Date and shall continue for a term of ninety-nine (99) years (“**Expiration Date**”). Said term shall reset upon every Owner Transfer or update to Covenants.

1.2 Administration and Enforcement. This Covenant shall be administered and enforced by the City through its duly authorized designee, by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Restricted Property Owner(s) or Patrons such other remedies and penalties as may be specified in this Covenant, and in addition to any fines and penalties adopted by City Council in the future, or any other remedy available at law.

1.3 Update to Covenants. This Deed Restriction and Use Covenant may be amended by mutual agreement of the Owner, City, and Qualified Patrons.

1.4 Replacement of Prior Agreement. If applicable, this Covenant shall supersede and replace in its entirety that certain Deed Restriction and Covenant recorded in the official records of the _____ County Clerk and Recorder on [RECORDING DATE] at Reception No. [RECORDING #].

2. **Definitions.** The Parties acknowledge and agree that the definitions contained herein shall apply to this Covenant and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

3. **Ownership, Use, Occupancy, and Qualification.**

3.1 Use and Occupancy. The use of the Restricted Property is hereby, and shall henceforth be, limited exclusively to Qualified Patrons. If the Restricted Property is owned or used without compliance with this Covenant, Grantee shall have the right to enforcement and the remedies set forth herein, including but not limited to the rights under Section 8.

3.2 Qualification. Qualified Patrons shall:

3.2.1 be subject to the AMI Lot Rent Calculation in effect at the time the Qualified Patron takes possession of a mobile home located within the Restricted Property.

3.2.2 occupy the Restricted Property as their sole and exclusive primary residence and use the Restricted Property no less than seventy percent (70%) of the year, which is 255 nonconsecutive days.

3.2.3 be provided with a fully executed written mobile home park lot lease from Owner for Lot Rent and a copy of the most current rules and regulations which include this deed restriction and use covenants.

3.2.4 receive yearly household income, as defined by HUD, not to exceed 120% of the most recently adopted area median income for Ouray County by City Council for a household size of two, regardless of true household size, and Owner shall file a yearly certification that all Patrons continue to qualify.

3.3 Continued Qualification Compliance. Owner is responsible for ensuring that all occupants who use the Restricted Property are Qualified Patrons and must maintain compliance with all applicable requirements on an on-going basis. Failure of Grantor to do so shall constitute a violation. Owner is required to comply with any deed restriction, including providing proof of maximum rent compliance, maximum median income compliance, or responding to any request to ensure compliance with these Covenants.

5. Transfer of Personal Property: Any Transfers of mobile homes owned by Patrons located within the Restricted Property shall not occur until each encumbrance, debt, or liability owed by Owner to City under these covenants for that unit or any monies owed for City utilities for that unit is fully satisfied, including any fees and violation fines.

6. No Alteration of Restricted Property. The Restricted Property shall not be altered, demolished, partially demolished, released from these covenants, without the approval of the City of Ouray.

7. Default/Breach

7.1 Right to Request Lease. In the event Grantee has reasonable cause to believe an Owner or Patron is violating the provisions of this Covenant, that person or entity, through its authorized representative, shall provide the required written lease or other occupancy agreement, proof of income, and any other relevant documentation to the City within seventy-two (72) hours after a written request to Owner was sent by U.S.P.S.

7.2 Notice of Violation. Grantee shall send a Notice of Violation (“NOV”) to the Owner and Patron detailing the nature of the violation and allowing the Owner and Patron fourteen (14) days to determine the merits of the allegations, or to correct the violation. The NOV shall advise the alleged violator of the fines associated with each alleged violation, and any additional opportunity to cure before the fines or consequences escalate. In the event the Owner or Patron disagrees with the allegation of violation of the Covenant, the Owner or Patron may request, in writing, a hearing before Grantee, who shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or to require Owner and Patron to sell the Restricted Property. If the Owner or Patron does not request a hearing and the violation is not cured within the fourteen-day period, the Owner and/or Patron shall be considered in violation of this Covenant, and fines shall continue to accrue until the violation is cured or the maximum fine has been reached. Failure to request a hearing shall constitute the failure to exhaust administrative remedies for the purpose of judicial review.

- 7.3 **Hearing Before the Grantee.** Whenever this Covenant provides for a hearing before Grantee, such a hearing shall be scheduled by Grantee within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of Grantee shall be a final decision, subject to judicial review.
- 7.4 **Reservation of Remedies.** There is hereby reserved to the parties hereto all remedies provided by law for breach of this Covenant or any of its terms. In the event the Parties resort to litigation with respect to any or all provisions of this Covenant, the prevailing party shall be awarded its damages, expenses, and costs, including reasonable attorney's fees.
- 7.5 **Sale Without Compliance.** In the event the Restricted Property or any mobile home unit owned by a Patron, is sold and/or conveyed without compliance with the terms of this Covenant, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each conveyance of the Restricted Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Covenant.
- 7.6 **Failure to Cure.** In the event an Owner fails to cure any breach of this Covenant, Grantee may resort to any and all available legal or equitable actions, including but not limited to specific performance of this Covenant, declaring the breach a nuisance and abating the same and assessing costs under Ouray Municipal Code (OMC) Section 10-4-E, seeking a mandatory injunction requiring the sale of the Restricted Property by Owner, and/or for an injunction against future sale(s) in violation of this Covenant.

8. **General Provisions**

- 8.1 **Enforcement of Covenant.** This Covenant shall constitute covenants running with the land and Restricted Property as a burden thereon, for the benefit of the Grantee and/or its respective successors and assigns, as applicable, and who may enforce the covenants and compel compliance therewith. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, damages, or eviction of noncomplying Qualified Patron.
- 8.2 **Equal Housing Opportunity.** Pursuant to the Fair Housing Act and public policy, Grantor shall not discriminate based on race, creed, color, sex, national origin, familial status, disability, sexual orientation, or gender identity in the sale, use or occupancy of the Restricted Property.
- 8.3 **Waiver of Exemptions.** Every Qualified Patron, by taking a membership interest in the cooperative who owns the Restricted Property, shall be deemed to have subordinated to this Covenant all right of homestead and any other exemption in, or with respect to, such Restricted Property under state or federal law presently existing or hereafter enacted.
- 8.4 **Notices.** Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by personal delivery, by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of Grantee and Grantor at:

Grantee: City Administrator
City of Ouray
320 6th Avenue

PO Box 468
Ouray, CO 81427
Telephone: 970-325-7078

Grantor: SWISS VILLAGE COOPERATIVE, INC.

- 8.5 **Severability.** Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Covenant shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of this Covenant.
- 8.6 **Choice of Law and Venue.** This Covenant and each related document are governed and construed in accordance with the laws of the State of Colorado and action shall commence in Ouray County, Colorado and any removal to federal court is hereby waived and such removal shall be remanded back to Ouray County District Court.
- 8.7 **Attorney Fees and Costs.** In any proceeding for the resolution of any controversy or claim arising out of or relating to, this Deed Restriction and Use Covenant, or its breach, the finder of fact shall determine and award to the prevailing party, their reasonable attorney fees and costs.
- 8.8 **Successors.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- 8.9 **Further Actions.** Owners and subsequent owners agree that they shall be personally liable for their participation in any of the transactions contemplated herein and that they will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered in connection herewith.
- 8.10 **Modifications.** Any modifications of this Covenant shall be effective only when made by a duly executed instrument by Grantee and Owner, with the written consent of each, and recorded with the Clerk and Recorder of Ouray County, Colorado.
- 8.11 **Authority to Sign.** Each person signing this document on behalf of a party, represents and warrants that they have the full power and authority to enter into and perform this Agreement.

EXECUTED this ____ day of June 2025.

CITY OF OURAY

Ethan Funk, Mayor

Attest:

Melissa M. Drake, Clerk

OWNER

By: [NAME], Member

State of Colorado)
) ss.
County of Ouray)

The foregoing Deed Restriction and Covenant for SWISS VILLAGE COOPERATIVE, INC., has been acknowledged before me this _____ day of _____, 2025, by _____ on behalf of Swiss Village Cooperative, Inc.

Witness my hand and official seal.
My commission expires:

Notary Public

PROMISSORY NOTE

\$200,000.00

Date: _____

Ouray, CO

FOR VALUE RECEIVED, the undersigned (Borrower) promises to pay **CITY OF OURAY** (Note Holder) the principal sum of Two Hundred Thousand Dollars (\$200,000.00) with interest on the unpaid principal balance from the date set forth above (Effective Date) until paid at the current prime rate as of the Effective Date [seven and one-half percent (7.5%) as of 5/22/2025] per annum.

1. Terms of Payment/Forgiveness

This loan shall function as a grant. The term of the loan is ninety-nine (99) years from the Effective Date. The loan shall be forgiven at the expiration of the term, subject to Borrower remaining in compliance during the term with the Deed Restriction and Use Covenant dated _____ and recorded on _____ at Reception No. _____ in the office of the Ouray County, Colorado, Clerk and Recorder’s Office (Deed Restriction).

OR The principal balance of this Note and all accrued interest will be forgiven as follows: 1/99th of the original principal amount and accrued interest shall be forgiven on each anniversary of the Effective Date. Should Borrower default before the end of the 99-year period, any remaining principal and interest shall become immediately due and payable.

2. Default

In the event of any default of the Deed Restriction then the remaining unforgiven principal balance shall bear interest at twelve percent (12%) from the date of default until such balance has been paid in full, and the unpaid principal balance, plus accrued interest and all other obligations of Borrower to the Noteholder, direct or indirect, shall, at the option of the City, become immediately due and payable without notice or demand, and the City shall have and may exercise any and all rights and remedies provided herein or in the Deed of Trust or Deed Restriction.

In the event of any such default, Borrower agrees to pay on demand all of the State’s reasonable costs and expenses incurred for the recovery of all or any part of or for the protection of the indebtedness, or to enforce the State’s rights under the Loan Agreement or Security Documents, including, without limitation, reasonable attorneys’ fees.

3. Security

The indebtedness evidenced by this Note is secured by a Deed of Trust dated _____, and until released said Deed of Trust contains additional rights of Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said

Deed of Trust for such additional terms and the legal description of the property covered by the Deed of Trust.

4. Nonrecourse

This Note is nonrecourse to Borrower's partners, members, managers, directors, employees and agents as appropriate, and the payment of principal, interest and any other amounts due and owing under this Note shall not be enforced by any action or proceeding whereby any damages or personal money judgment shall be sought against any of Borrower's partners, members, managers, directors, employees and agents as appropriate.

5. Miscellaneous

- a. If any of the provisions of this Note are held to be invalid or unenforceable, the determination of invalidity or unenforceability of an such provision shall not affect the validity or enforceability of any other provision(s) of this Note.
- b. This Note shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of and be enforceable by the City of Ouray, its successors and assigns.
- c. The obligations of Borrower are contingent upon receipt of funds from the City of Ouray.
- d. Borrowers and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

BORROWER:
SWISS VILLAGE COOPERATIVE, INC.

By _____
Name and Title

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

DEED OF TRUST
(Short Form - NOT Due on Sale)

THIS DEED OF TRUST, Made this _____ day of _____, 2025, between SWISS VILLAGE COOPERATIVE, INC., a Colorado cooperative, whose address is P.O. Box 193, Ouray, Colorado 81427 (Grantor), and the Public Trustee of Ouray County, Colorado (Public Trustee).

WHEREAS, Grantor has executed a Promissory Note (Note) bearing even date herewith, for the principal sum of Two Hundred Thousand Dollars (\$200,000.00), payable to the order of **CITY OF OURAY**, the Beneficiary of this Deed of Trust, whose address is 320 6th Avenue, Ouray, Colorado 81427, after the date hereof, with interest thereon from the date thereof at the rate of ____ percent per annum, payable as follows: (INSERT TERMS FROM PROMISSORY NOTE); and

WHEREAS, Grantor is desirous of securing payment of the principal and interest of said promissory note in whose hands soever the Note may be.

NOW, THEREFORE, Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey, in trust forever, unto the Public Trustee of Ouray County, in which county the following described property is situate; to wit,

See Legal Description on the attached Exhibit A

Also known by street and number as 1500 Oak Street, Ouray, CO 81427

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging; **In Trust nevertheless**, that in case of default in the payment of said note, or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiary (Note Holder) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale as provided by law, in a newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, rendering the overplus (if any) unto the Grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The Beneficiary may purchase said property or any part thereof at such sale.

Grantor covenants that at the time of delivery of these presents, it is seized of said property in fee simple, and that said property is free of encumbrances, except ***** and that it will keep all buildings insured for fire and extended coverage in amount equal to the unpaid balance of said note with loss payable to the Beneficiary, and will pay all taxes and assessments against said property and amounts due on prior encumbrances, and if he shall fail to pay insurance premiums, taxes or amounts due on prior encumbrance, the beneficiary may pay the same and all amounts so paid shall become additional indebtedness due hereunder; and in case of foreclosure he will pay reasonable attorney's fees.

Should the Beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, Grantor agrees that all court costs and a

EXHIBIT A
Legal Description

Parcel 1: (Insert Legal)

Parcel 2: (Insert Legal)

Parcel Numbers above are not part of the legal descriptions.

Exhibit C to Resolution 10 (Series 2025)

After recording return to:
Impact Development Fund
200 E. 7th Street, Suite 412
Loveland, CO 80537

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the “Agreement”), is made and entered into as of the ____ day of ____ 2025, by and among _____, a _____ (“Borrower”), _____, a _____ (“Example – Junior Lender”), and Impact Development Fund, a Colorado non-profit corporation (the “Senior Lender”).

RECITALS:

A. Borrower is the owner of the real property located in the County of _____, Colorado, which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (“Property”) subject to the Subordinate Deed of Trust (described below).

B. Borrower received from Example – Junior Lender funds in the amount of \$_____.00 pursuant to a Promissory Note (“Subordinate Note” and the obligations under the Subordinate Note and all related documents and instruments are hereafter referred to as the “Subordinate Note Documents”). The Subordination Note Documents together with any other loans from the Example – Junior Lender to Borrower relating to the Property, as each such may be modified, amended, supplemented, substituted, or replaced, are collectively referred to herein as the “Subordinate Debts.”

C. The Subordinate Debts are secured by a Deed of Trust granted by the Borrower for the benefit of Example – Junior Lender dated _____, 2021 and recorded on _____ at Reception No. _____ (as the foregoing has or may be modified, amended, supplemented, substituted or replaced, “Subordinate Deed of Trust”). The Subordinate Note Documents and the Subordinate Deed of Trust together with all other documents or instruments executed and relating thereto and each as modified, amended, supplemented, substituted or replaced from time to time, are hereafter the “Subordinate Loan Documents.”

D. On or about even date herewith, Senior Lender is loaning to Borrower an amount not to exceed \$_____.00 related to the Property (“Senior Loan”).

E. The Senior Loan is evidenced by a Promissory Note granted by Borrower for the benefit of the Senior Lender (as modified, amended, supplemented, substituted or replaced, “Senior Note”) and is secured by among other things a first lien Deed of Trust encumbering the Property (the “Senior Deed of Trust”), among other collateral (collectively, all collateral documents securing the Senior Note and all other obligations referenced in any such instrument as each such instrument is modified, amended, supplemented, substituted or replaced, are collectively referred to herein as the “Senior Security Instruments,” and the Senior Security Instruments together with all documents evidencing or relating to the Senior Loan, each as may be modified, amended, supplemented, substituted or replaced are collectively referred to herein as the “Senior Loan Documents”).

F. The Senior Lender has agreed to make the Senior Loan only upon the execution of this Agreement by Example – Junior Lender and Borrower.

NOW, THEREFORE, in consideration of the Recitals, which are hereby made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination to the Senior Deed of Trust. The Borrower and the Example – Junior Lender, each as applicable, hereby subordinates the Subordinate Loan Documents, along with any and all other of each of their right, title and interest in and to the Property and any rents and proceeds thereof to the Senior Loan Documents and any amendments, modifications or extensions thereto.

2. Subordination of Right, Title, and Interest of Example – Junior Lender in the Property. All right, title and interest of the Example – Junior Lender in and to the Property, and rents and proceeds thereof, pursuant to the Subordinate Loan Documents shall in all respects be junior, subordinate and subject to the prior right, title and interest of the Senior Lender in and to the Property, and rents and proceeds thereof, pursuant to the Senior Loan Documents.

3. Limitations on Payment. The Example – Junior Lender shall not receive, or take action to collect or enforce, payment from Borrower, and Borrower will not make payment to the Example – Junior Lender, of any amounts outstanding under the Subordinate Debts. Upon the occurrence of an Event of Default as defined in the Senior Loan Documents, Senior Lender shall give notice to Example – Junior Lender, and the Example – Junior Lender shall not, without the prior written consent of the Senior Lender, receive or take any action to collect or enforce, payment of the Subordinate Debts or any part thereof from any trustee in bankruptcy, receiver, or other liquidator of any part of Borrower's property, or from any other person. Until payment in full of the Senior Note any payment received by the Example – Junior Lender in violation of the immediately preceding sentence shall promptly be delivered to the Senior Lender for application to the Senior Note. The Example – Junior Lender and Senior Lender agree to notify each other, within a reasonable time period, of their knowledge of an event of default under their respective instruments.

4. Release of Subordinate Covenant and Subordinate Loan Documents. Upon an Event of Default and Senior Lender's election to foreclose the Senior Deed of Trust or take a deed in lieu thereof, the Example – Junior Lender shall promptly execute and deliver to Senior Lender or any third-party successful bidder at foreclosure sale such instruments as may reasonably be necessary to terminate or release any covenants or grant agreements, relating to the Subordinate Loan Documents with respect to the Property foreclosed or transferred by deed-in-lieu thereof. Example – Junior Lender agrees that if it fails to execute any releases required under this Section within ten (10) days of satisfaction of the above requirements, such releases will be automatic with no further action necessary on the part of Senior Lender.

5. Default. Upon the occurrence of an Event of Default, and prior to the commencement of foreclosure by Senior Lender under the any of the Senior Loan Documents, Senior Lender agrees it shall provide notice of such default to the Example – Junior Lender and provide to the Example – Junior Lender the same number of days to cure such default that are

provided to Borrower in the Senior Loan Documents to cure such defaults; on the condition that (i) Senior Lender shall only be required to provide notice of default to the Example – Junior Lender if Senior Lender is required to provide notice of such default to Borrower in the Senior Loan Documents; (ii) the Example – Junior Lender shall be entitled to a cure period for default only to the extent that Borrower is entitled to a cure period for such default in the Senior Loan Documents; and (iii) the Example – Junior Lender’s cure period shall be co-terminus with (and not in addition to) the cure period provided to Borrower.

Upon the occurrence of a default under the Subordinate Debts, the Example – Junior Lender agrees to provide to Senior Lender a copy of any notice of default provided to Borrower.

6. Senior Lender Priority. In the event of the bankruptcy of, or the appointment of a trustee, receiver or other representative or liquidator for any of the property of Borrower, or in the event Borrower shall become the subject of any proceeding of any character under any federal or state bankruptcy or insolvency act or law, all moneys and other property allocated or allocable to the Subordinate Debts shall be paid and delivered directly to the Senior Lender for application by the Senior Lender to the Senior Note, in such order as the Senior Lender shall elect, until full payment of the Senior Note with the excess, if any, to be paid to Example – Junior Lender.

7. Loan Priority. The parties acknowledge and agree that, notwithstanding any other provisions of this Agreement or any loan document to the contrary, the Senior Loan Documents shall be first and prior to any of the Subordinate Loan Documents.

8. Condemnation Awards and Insurance Proceeds. Until repayment in full of the Senior Loans, the Example – Junior Lender agrees that any and all rights of either of the Example – Junior Lender, including without limitation any and all rights to condemnation awards or insurance proceeds, shall be, and are hereby expressly made, subject and subordinate to the lien of the Senior Deed of Trust and to the rights, interests and remedies of the Senior Lender and its successors and assigns (including the purchaser at any foreclosure sale or the transferee of any transfer in lieu of foreclosure) under the Senior Deed of Trust. If following any such application or disposition of the insurance proceeds or condemnation awards and other compensation in accordance with the terms of the Senior Loan Documents any balance remains, then such excess shall be made payable to the Example – Junior Lender.

9. Pay Over of Monies. In the event that the Example – Junior Lender receives any payment or property on or under the Subordinate Debts whether condemnation, insurance proceeds or in violation of the terms of this Agreement, such payments shall be held in trust by the Example – Junior Lender, and it will forthwith pay over or deliver the same to the Senior Lender to be held by Senior Lender as cash collateral securing the Senior Note or applied to the Senior Note.

10. Undertakings Unaffected. The Example – Junior Lender’s undertakings herein shall not be affected or impaired by (a) any neglect or omission on the part of the Senior Lender to preserve any collateral at any time securing payment of the Senior Note, or (b) any act on the part of the Senior Lender in releasing, canceling, or surrendering all or part of such collateral, or in extending the time for payment with respect to all or any part of the Senior Note or such collateral, or in enforcing or realizing upon such collateral. No notice whatsoever need be given to the Example – Junior Lender at any time of any payments made under the Senior Note or with

respect to any collateral securing the Senior Note. Notwithstanding anything to the contrary contained herein, Senior Lender agrees that it will not (a) extend the maturity of the Senior Note, or (b) increase the amount of the Senior Loan without the prior written consent of the Example – Junior Lender.

11. Limitation on Transfer. The Example – Junior Lender will not assign, pledge or otherwise transfer, or permit or suffer to be assigned, pledged or otherwise transferred, or execute any power of attorney with respect to, the Subordinate Debts, or any part thereof, except upon prior written notice to the Senior Lender and unless such assignee, pledgee, or transferee agrees in writing to be bound by the terms and conditions of this Agreement.

12. Acceleration. In the event of any breach of this Agreement, the Senior Lender shall have the right, at its option, and in addition to any other rights the Senior Lender may have, to declare the Senior Note immediately due and payable without notice or demand.

13. Continuing Nature of Subordination. This Agreement shall be irrevocable and shall continue effective until the Senior Loan has been paid in full and all financing arrangements between Borrower and the Senior Lender relating to the Senior Loan have been terminated. The agreement of the Example – Junior Lender to subordinate to the Senior Loans shall be limited to the principal amount of the Senior Loans, together with interest, default interest, fees and charges that may be incurred in connection with the Senior Loans, all as described in the Senior Deed of Trust including, but not limited to, real estate tax and insurance payments and any and all modifications of the Senior Loan.

14. Successors and Assigns. This Agreement is binding not only upon the Example – Junior Lender and Borrower, but also upon the successors and assigns of each of them and is enforceable not only by the Senior Lender but also by its successors and any assignee of or participant in the Senior Note.

15. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the State of Colorado.

16. Section Titles; Gender. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the masculine and feminine forms, and vice versa.

17. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon receipt when personally delivered or sent by facsimile transmission or overnight courier, or when duly deposited in the United States mails, certified or registered with proper postage prepaid, addressed to the party to be notified as follows:

If to Borrower:

Attn: _____
(Address:) _____
(City, State, Zip:) _____

If to Senior Lender: Impact Development Fund
200 E. 7th Street, Suite 412
Loveland, CO 80537

If to Example – Junior Lender: _____
Attn: _____
(Address:) _____
(City, State, Zip:)) _____

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same document.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BORROWER:

a _____

By: _____
(Signers Name)

Its: (Title)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Deed of Trust was acknowledged before me this ____ day of _____,
2021 by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Example – Junior Lender:

_____,
a _____

By: _____
(Signers Name)
Its: (Title)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Deed of Trust was acknowledged before me this ____ day of _____,
2021 by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

SENIOR LENDER:
IMPACT DEVELOPMENT FUND,
a Colorado nonprofit corporation

By: Megan Ferguson
Its: Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, «Closing Year», by Sean Doherty as Executive Director of Impact Development Fund, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Carol Viner

From: Benjamin Moore <bmooreroc@thistle.us>
Sent: Tuesday, May 27, 2025 11:02 AM
To: Carol Viner; Simon Windell; Michelle Metteer; Ethan Funk
Cc: Justin Holman; Tim Townsend; Blair Kanis; Hillary Ellis
Subject: Re: Swiss Village - City Funding

Hi Carol,

We met this morning as a team to discuss. I've added Blair and Hillary here.

We have a membership meeting scheduled for this evening to discuss the financing and deed restriction with the full membership. All involved here are working to convey the concerns that the Cooperative board and members have expressed. The concerns we have are below:

- Unit 13 is missing from the recitals section - 21 total units in the park and the deed restriction reflects 20.
- 3.2.4 - Coop objects to this annual recertification requirement and the annual submission of income surveys. This section does not reflect our previous discussions and agreement that income certification will not be required annually. Please remove.
- Coop concerns surrounding transfers to immediate family members upon death - this was noted previously by Blair. Members are concerned that they will not be able to transfer their units to family members if they pass away and those family members don't qualify per deed restriction.
- Section 7 - Remedies and compliance requirements are too restrictive and we think will be extremely difficult for the city to enforce and monitor in the future. These requirements are onerous and do not reflect the reality of how a non-compliance situation would happen (and what those of us who have been working with deed restrictions have experienced). 14 days is far too short for coop and city to review and remedy any compliance issues, and going straight to litigation will be extremely expensive for both coop and city, which may prevent enforcement discussions from happening in a productive manner. We suggest increasing the cure period to 30 days notice, and then 30 days to come into compliance, with mediation as the next step. Specific language to follow.
- As previously discussed, the reason the City cannot contribute the money as a grant, but it rather needs to be a forgivable loan is because the Coop is not a 501c(3). The City will need to provide the funds in the form of a Forgivable Loan. This ensures the community does not incur a tax liability for the funds, as the City is effectively buying a the deed restriction and not privately benefiting the coop.

We will plan to attend the June 2nd meeting to discuss these objections on behalf of the Coop.

Thanks!
Ben

Benjamin Moore | ROC Special Projects Manager

Thistle Community Housing

Producing Preserving & Protecting Affordable Housing since 1985

P: 720-696-5306 | www.thistlecommunityhousing.org

The Thistle Offices are closed on Friday.



From: Carol Viner <cviner@cvinerlaw.com>

Sent: Tuesday, May 27, 2025 9:59 AM

To: Simon Windell <swindell@thistle.us>; Michelle Metteer <MMetteer@cityofouray.com>; Ethan Funk <efunk@cityofouray.com>

Cc: Benjamin Moore <bmooreroc@thistle.us>; Justin Holman <jholmanROC@thistle.us>

Subject: RE: Swiss Village - City Funding

Simon:

Attached is a note and deed of trust. I do not understand why the City cannot just give you the money in exchange for a deed restriction. Someone will need to appear on Minday (June 2nd) to explain why this is necessary to Council.

From: Carol Viner

Sent: Thursday, May 22, 2025 10:13 AM

To: Simon Windell <swindell@thistle.us>

Cc: Benjamin Moore <bmooreroc@thistle.us>; Justin Holman <jholmanROC@thistle.us>

Subject: RE: Swiss Village - City Funding

Simon:

I need the legal description and the correct name of the association. Is there an updated title commitment that I can pull that information for the note and deed of trust as well as the City's deed?

From: Simon Windell <swindell@thistle.us>

Sent: Thursday, May 22, 2025 9:58 AM

To: Carol Viner <cviner@cvinerlaw.com>

Cc: Benjamin Moore <bmooreroc@thistle.us>; Justin Holman <jholmanROC@thistle.us>

Subject: Re: Swiss Village - City Funding

Hi Carol,

Great, thanks. IDF's subordination agreement is attached.

Simon

Simon Windell | ROC Market Development

Thistle Community Housing

Producing Preserving & Protecting Affordable Housing since 1985

| www.thistlecommunityhousing.org

The Thistle Offices are closed on Friday.



From: Carol Viner <cviner@cvinerlaw.com>
Date: Wednesday, May 21, 2025 at 1:31 PM
To: Simon Windell <swindell@thistle.us>
Cc: Cody Minnich <cminnichROC@thistle.us>
Subject: RE: Swiss Village - City Funding

Simon:

I am drafting a promissory note and deed of trust and the term will be 99 years because that is what the deed restriction is for. You can provide the subordination agreement.

From: Simon Windell <swindell@thistle.us>
Sent: Monday, April 28, 2025 2:01 PM
To: Carol Viner <cviner@cvinerlaw.com>
Cc: Cody Minnich <cminnichROC@thistle.us>
Subject: Swiss Village - City Funding

Hi Carol,

Hope you had a lovely weekend.

Thanks again for getting us the Deed Restriction last week.

As I mentioned in our last email exchange, The last thing we need to figure out is how specifically the City's funds come into the acquisition.

Since the Coop is not a 501c(3), the City will need to provide the funds in the form of a Forgivable Loan. This ensures the community does not incur a tax liability for the funds, as the City is effectively buying a the deed restriction and not privately benefiting the coop.

With this in mind, could you provide the City's preferred paperwork? Here are a few important / suggested terms:

1. \$200k forgivable loan
2. The loan is forgivable if the terms of the deed restriction are met, for a specified term
3. Term must be greater than IDFs loan (ideally 23 months)
4. Subordinate to IDFs loan (IDF can provide this subordination agreement)

Please let me know if you have any questions or concerns.

Thanks so much for your great work in making this happen!

Simon

Simon Windell | ROC Market Development
Thistle Community Housing
Producing Preserving & Protecting Affordable Housing since 1965
| www.thistlecommunityhousing.org

The Thistle Offices are closed on Friday.



RESOLUTION NO. 10 (Series 2023)

A RESOLUTION OF THE CITY OF OURAY, COLORADO, UPDATING THE WATER AND SEWER UTILITY CREDIT PROGRAM TO REWARD LANDLORDS WHO LEASE REAL PROPERTY FOR ONE YEAR OR MORE WITH MONTHLY RENT AT OR BELOW 30% OF THE 80% AREA MEDIAN INCOME (AMI) IN ACCORDANCE WITH HOUSEHOLD SIZE TO RESIDENTS WHO RESIDE WITHIN THE CITY; AND A MAXIMUM OF THIRTY THOUSAND DOLLARS (\$30,000) SHALL BE ALLOCATED FROM THE AFFORDABLE HOUSING EXCISE TAX COLLECTED BY THE CITY FOR 2024.

WHEREAS, the City Council has identified the lack of affordable housing for residents and families who work within Ouray County as a need which must be addressed for the City of Ouray to provide adequate services to residents and visitors.

WHEREAS, the City Council has held numerous work sessions on affordable housing grants and incentives using Area Median Income (AMI) metrics established by the U.S. Department of Housing and Urban Development (HUD) for each county in Colorado each year which is then adopted by the Colorado Housing and Finance Authority (CHFA).

WHEREAS, the City Council is in the process of adopting such metrics in connection with the Ouray Waterview Homes neighborhood where a certain household size with AMI limits allow a family to qualify to purchase a home so long as they reside and work within Ouray County.

WHEREAS, the City Council desires to use the same AMI and household size metrics to provide City water and sewer credits to landlords who lease housing to City residents for a monthly rent not to exceed thirty percent (30%) of the yearly adjusted AMI equal to eighty percent (80%).

WHEREAS, the City Council desires to and has allocated thirty thousand dollars (\$30,000.00) for 2024 and will allocate money towards this program in 2025 from the affordable housing portion of the Short-Term Rental Excise Tax collected by the City.

WHEREAS, the City desires this program to be a pilot program and will review whether any landlords took advantage of the program in one year to consider whether to extend or revise the program no later than December 31, 2025, or the program shall sunset.


WHEREAS, the City finds it necessary for public health, safety, and welfare to adopt this pilot program.

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

1. The City Council hereby allocates no more than thirty thousand dollars (\$30,000.00) from the short-term rental excise tax collected for 2024 to this Landlord Water and Sewer Utility Credit Program.
2. The City Council approves the attached UPDATED 2024 Landlord Water and Sewer Utility Credit Program and hereby adopts the eighty percent (80%) AMI table based on 2022 HUD figures adopted by CHFA in 2023 and directs this table be used for landlord utility incentives for 2024 or until new figures are released at which time the City council shall adjust the figure.
3. This resolution shall expire on December 31, 2025.


ADOPTED this 18th day of December 2023 by the Ouray City Council.

CITY OF OURAY, COLORADO



Ethan Funk, Mayor

ATTEST:



Melissa M. Drake, City Clerk

PO Box 468
320 Sixth Avenue
Ouray, Colorado 81427



LANDLORD WATER AND SEWER CREDIT PROGRAM

Goal:

The goal of the program is to provide City of Ouray landlords an incentive to charge affordable rents to residents of the City by providing a 0.3 EQR credit to real property owners who rent to residents at or below thirty percent (30%) of the AMI which equals eighty percent (80%) which is adjusted from time to time regardless of household size.

Program:

Any landlord who rents one or more **whole** dwelling unit(s) **within the City limits (i.e. no partial units)** to ~~any~~ a City of Ouray resident for a year or more and such rent is equal or less than thirty percent (30%) of the adjusted eighty percent (80%) AMI for a household of two, as determined from time to time by City Council, and regardless of true household size, shall receive a 0.3 EQR credit on Landlord's monthly water and sewer invoice for as long as the program continues and so long as the lease is current and in full force and affect.

To receive such credit, a landlord must apply to the City and provide a copy of a current, existing lease containing a provision that such lease is for one year or more and such lease must be legally applicable during any month a credit is sought.

AMI Table Calculation:

Ouray County Monthly Rent Which Equals Thirty Percent of the Eighty Percent Area Median Income for a Household Size of Two Applicable for 2024 is:

\$1,418.00¹

Area Median Income is determined by using the figures published by US Department of Housing and Urban Development ("HUD") for each county in Colorado and adopted by Colorado Housing and Finance Authority ("CHFA"). They are published at: www.chfainfo.com and are currently for 2022. When this data is updated, the City Council shall adjust the maximum rent to receive the credit accordingly.

¹ For 2022 80% of AMI for a household of two in Ouray County is \$56,720.

Program Termination:

This program shall remain in effect for a period of two years and shall sunset on December 31, 2025.



Western Stream Works, LLC
PO Box 301
Ridgway, CO 81432
(970) 708-2139
www.westernstreamworks.com

Bill Coughlin, President

Permit Acquisition & Compliance
Design/Build
Stream Restoration
Bank Stabilization
Fish Habitat
Wetland Restoration
Pond Construction
Beach Erosion Mitigation
Water Rights
Project Management and Construction
Wetland Delineation
Hydrologic Monitoring
Vegetation & Irrigation
Stormwater/ BMPs - Certified Erosion Control Supervisor
Industrial Wastewater Operator

Contract for Services

5 pages

The undersigned hereby retains Western Stream Works, LLC, a Colorado limited liability company with its principal place of business being 1460 County Road 17, Ridgway, CO 81432 (WSW) to provide services on the following terms and conditions:

1.0 CONTRACTING PARTY

Public Works
City of Ouray
320 6th Ave
Ouray, CO 81427

the Client or Owner of Property hereinafter referred to as the "Owner".

2.0 PROJECT NAME AND PURPOSE

2.1 The Owner desires to engage WSW for consultation, design-build construction and maintenance activities, as outlined in the 2024 Monitoring and Maintenance Report, in the Uncompahgre River as it runs through the City of Ouray, often referred to as the "North Ouray Corridor" and in this contract referred to as "Project".

3.0 SCOPE OF SERVICES

WSW agrees to provide the Owner with specific professional services involving maintenance of North Ouray Corridor of the Uncompahgre River, such as removing excessive deposition for the health of the river, constructing vane arms and bank stabilization. This work is not intended to control flooding, but to maintain certain features of the river project, and comply with the Army Corps of Engineers standards and requirements.

4.0 COMPENSATION

- 4.1 The Owner shall pay WSW for services under this Contract:
- i. Hourly rate of \$150 for consulting with ACOE, City of Ouray, private landowners and other governing bodies regarding the Project.
 - ii. \$2,000 for consultation and/or a descriptive site walk along the river describing the maintenance based on annual monitoring.
 - iii. Construction and maintenance activities, including heavy equipment, total cost of project not to exceed \$45,000 in the calendar year 2025, not including any boulders or other materials required upon prior approval of the Owner.

4.2 WSW shall submit detailed progress invoicing to the Owner describing the professional services rendered. The Owner shall have access to backup payroll documentation. No indirect charges shall be invoiced unless approved in writing after audit by City, if necessary. Indirect charges shall not be added to subcontractor work. The Owner shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefore.

5.0 PROJECT REPRESENTATION

5.1 The Owner designates Joe Coleman, Director of Public Works for the City of Ouray, as the responsible person to provide direction to WSW during the conduct of the project. WSW shall comply with the directions given by Joe Coleman.

5.2 WSW designates Bill Coughlin as its project manager. The Owner may rely upon the guidance and recommendations provided by WSW. Should any of the representatives be replaced, particularly Bill Coughlin, and such replacement require the Owner or WSW to undertake additional reevaluations, coordination, orientations, etc., the Owner shall be fully responsible for all such additional costs and services.

6.0 TERM

WSW's services under this Contract shall commence on May 1, 2025 and shall be completed no later than December 31, 2025, or completion of the project. This Contract may be extended for the calendar year 2026 with an amendment of "4.0 Compensation" based on the City's 2026 budget for river maintenance.

7.0 INSURANCE

WSW agrees to procure and maintain, at its own cost, the following policy or policies of insurance.

General Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) Each Occurrence and ONE MILLION DOLLARS (\$1,000,000) General Aggregate Limit. ONE MILLION DOLLARS (\$1,000,000) Products-Completed Operations Aggregate Limit and ONE MILLION DOLLARS (\$1,000,000) Personal Injury and Advertising Injury Limit (Any one person or organization). FIFTY THOUSAND DOLLARS (\$50,000) Damages to Premises Rented To You Limit (Any one premises) and FIVE THOUSAND DOLLARS (\$5,000.00) Medical Expenses Limit (Any one person).

Certificates of insurance shall be completed by WSW's insurance agent as evidence that policies providing the required coverage's, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Owner.

8.0 QUALITY OF WORK

WSW's professional services shall be in accordance with the prevailing same standards of practice normally exercised in the performance of professional services of a similar nature in the vicinity of the Project at the same time. No other warranty or guarantee, express or implied, is made. Stream restoration and all instream construction work, by virtue of occurring within a natural system, is subject to erosion from flooding. WSW will manage the project within the guidelines of the U.S. Army Corps of Engineers permit or other regulatory bodies. The "Project" does not include any flood analysis and is not intended to be a flood mitigation project.

9.0 ASSIGNMENT

WSW shall not assign or delegate this Contract or any portion thereof, or any monies due to or become due hereunder without the Owner's prior written consent.

10.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party should fail or refuse to perform according to the terms of this Contract, such party may be declared in default.

11.0 TERMINATION

11.1 This Agreement may be terminated by either party without cause upon written notice at least ten (10) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

11.2 In the event of such termination, WSW will be paid for the reasonable value of the services rendered to the date of termination, and upon such payment, all obligations of the Owner to WSW under this Contract will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

12.0 INDEMNIFICATION

Owner shall indemnify and hold WSW harmless from all claims, losses, demands, fines, penalties, damages, and settlements arising out of WSW's services hereunder except and only to the extent that same was caused by WSW's negligence only to the extent allowed by law. Such indemnity includes payment on demand of all sums due and includes but is not limited to reimbursement of WSW's cost, and expenses but no consequential damages.

13.0 LIMITATIONS ON LIABILITY

13.1 In the event of a dispute between the parties, Owner agrees to make claim against WSW as a limited liability company only, and shall not make claim against any individual, officer, director, manager, owner, employee or agent of WSW (collectively, "Individuals"). Individuals against whom claims of any kind or label are asserted shall be deemed intended third party beneficiaries of this section and shall have standing to challenge such claims. Upon dismissal of such claims, a court, arbiter or other neutral shall award Individuals all cost, expenses and attorney fees incurred in defending and challenging such claims.

14.0 RIGHT OF ENTRY

Owner grants to WSW, and, if the Project site is not owned by Owner, warrants that permissions has been granted for, a right of entry onto the site from time to time by WSW, its employees, agents and subcontractors for the purpose of providing WSW's services.

15.0 UNDERGROUND UTILITIES

With respect to existing utilities in and around the Project site, Owner acknowledges that WSW does not have the means to independently establish the location of underground utilities. Therefore, WSW must rely on information

generated by utility service providers, the City of Ouray and locate providers. WSW shall work with Public Works Director Joe Coleman to locate with utility service providers physically locate all underground utilities prior to mobilizing for construction, and Owner shall, to the fullest extent permitted by law, indemnify and hold harmless WSW, its officers, directors, managers, owners, employees, agents, and subconsultants, from and against all claims, damages, and liability (including WSW's costs, expenses and attorney fees) arising out of or in any way connected with the failure of the utility locate services to properly locate existing underground utilities prior

to mobilization, regardless of whether those utilities are “of record”.

16.0 DISPUTE RESOLUTION

The parties agree to first submit all claims or disputes arising out of or relating to this Contract to mediation as an absolute condition precedent to the filing to any legal or equitable proceedings. The parties will select a mediator who has experience in mediation construction disputes, but if agreement on a mediator cannot be reached within ten business days after a party makes a request for mediation, the requesting party will submit a request for mediation to Dispute Resolution Services, LLC based in Grand Junction, Colorado, who will then select an appropriate mediator. Mediation shall occur within 30 days of the selection of the mediator, and the parties shall share equally in the cost of the mediator. Unless the parties mutually agree to the contrary, mediation will be conducted in Ouray County, Colorado. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Nothing contained in this paragraph shall be construed to prevent WSW from timely exercising its right to assert a mechanics lien against the Project.

Under no circumstances will any claim or dispute between parties arising out of this Contract be subject to arbitration. Each party expressly reserves rights to have claims or disputes decided in a court of law or equity, with the assistance of a judge and jury. The exclusive jurisdiction for any such proceeding will be Ouray County District Court, Colorado.

17.0 NO THIRD-PARTY BENEFICIARIES

The services provided by WSW pursuant to this Contract are solely for the benefit of the Owner. Except as outlined in section 12, above, neither party intends to confer a benefit on any other person or entity. To the extent that any other person or entity claims a benefit by the services provided by WSW, the parties deem such benefit to be purely incidental and such person or entity shall not be deemed an intended third-party beneficiary of this Contract, nor shall such person or entity have any rights to bring a claim against WSW pursuant to this Contract.

18.0 ENFORCEMENT

18.1 Colorado law shall apply to the construction and enforcement of this Contract. Venue for any disputes is Ouray County, Colorado and both parties shall be responsible for their own attorneys’ fees and costs.

19.0 COMPLIANCE WITH LAWS

WSW and Owner will be responsible for compliance with all applicable federal, state, and local laws, for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

20.0 INTEGRATION AND AMENDMENT

This Contract represents the entire Contract between the parties and there are no oral or collateral agreements or understandings. This Contract may be amended only by an instrument in writing signed by the parties.

DATED: June 2, 2025

OWNER

ATTEST

By:

Ethan Funk, Mayor

Melissa M. Drake, Clerk

CONTRACTOR:

ATTEST

By: Western Stream Works, LLC

[President]

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CITY OF OURAY
Professional Service Agreement (PSA)

THIS AGREEMENT is entered into effective this 2nd day of June 2025 by and between the **CITY OF OURAY**, a Colorado home rule municipal corporation (the City); and **MOUNTAIN AIR MUSIC INC.**, a Colorado not-for-profit corporation with its principal place of business being 124 6th Ave, Ouray, Colorado (the Professional).

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

1. SCOPE OF PROFESSIONAL SERVICES. The Professional agrees to provide production services and support to put on a concert in Fellin Park on October 3, 2026, from 5:00 p.m. until 10:00 p.m. to celebrate the City's 150th Anniversary as set forth in the attached Scope of Work as Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services on October 3, 2026.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Professional a sum **not to exceed One Hundred Thousand Dollars (\$100,000.00)**.
4. PAYMENT FOR SERVICES. Twenty-Five Thousand Dollars (\$25,000) shall be paid upon the execution of this PSA. Thereafter the Professional shall submit detailed monthly invoices to the City describing the professional services rendered. The City shall have access to backup documentation, upon request. Indirect charges shall not be added to subcontractor work. The City shall pay the invoice within fifteen (15) days of receipt of the management report and invoice unless the work or the documentation is unsatisfactory. Payments made after fifteen (15) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation, therefore. No mark-up in prices shall
5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.
6. INDEPENDENT PROFESSIONAL. The services to be performed by the Professional are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Professional, or their successors or assigns. No agent or employee of the Professional shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of

conducting the work are under the sole control of the Professional. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Professional. The Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Professional will pay all federal and state income tax on any money paid pursuant to this agreement.

7. INSURANCE. The Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Professional. The Professional shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverage. The City reserves the right to request and receive a certified copy of any policy.
 - a. The Professional shall procure and maintain the minimum insurance coverage listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Professional engaged in the performance of work under this agreement.
 - b. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
 - c. Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Professional upon demand, or the City may offset the cost of the premiums against any monies due to the Professional.
 - d. The Professional shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Professional understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

9. INDEMNIFICATION. To the fullest extent permitted by law, the Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Professional or any third party under the control or supervision of the Professional, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Professional or the Professional's agents, representatives, subcontractors, or suppliers.
10. ASSIGNMENT. The Professional shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
11. PAYMENTS BY CITY. All payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
12. LEGAL COMPLIANCE. The Professional shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
13. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
14. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed in this agreement. Each person signing the contract guarantees that they have authority to bind the City or Professional.
15. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
16. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term or provision held to be invalid.
17. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and the venue shall be in Ouray County, Colorado.

18. GENERAL WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
19. WAIVER OF CONSEQUENTIAL DAMAGES. In the event this Contract is breached, neither party shall be liable for consequential damages arising out of such breach. If any other term of this Agreement is found unconscionable or unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this provision of waiver by agreement of consequential damages shall continue in full force and effect.
20. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
21. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as the original.
22. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

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

CITY OF OURAY:

Ethan Funk, Mayor

Attest:

Melissa M. Drake, Clerk

MAMS PROFESSIONAL:

Laurie Graves, Member



City of Ouray
Attn: Michelle Metteer
PO BOX 468
Ouray, CO 81427

Dear Michelle,

Please find below the requested summarized statement of Mountain Air Music, Inc.'s proposed work for the 150th Anniversary Concert, along with a breakout of each deliverable and anticipated cost.

Please let us know if you need additional information and thank you for partnering with us on this fantastic celebration.

Best,

Katharina Papenbrock
On behalf of the Board of Directors, Mountain Air Music, Inc.

Mountain Air deliverables:

- A. Talent booking and management
 - a. Details:
 - i. Band booking, transportation and lodging detail management
 - ii. Band stage plots management and backline orders
 - b. Timeline: 2025 (at signing of City agreement) through October 3, 2025
 - c. Associated Costs: \$59,000.00
- B. Staging/Sound/Lighting
 - a. Details:
 - i. Booking of temporary stage, sound and lighting engineers
 - b. Timeline: July 2025 - January 2026
 - c. Associated Costs: \$20,000.00
- C. Facility Support
 - a. Details:
 - i. Support to City of Ouray staff for Fellin Park set up recommendations and contacts for food vendors, perimeter control, emergency access, facility needs (restrooms, trash, ice, security companies, etc.)
 - ii. Use of Mountain Air Beer tent, perimeter/stage fencing equipment and other concert infrastructure supplies, as requested by City of Ouray
 - b. Timeline: 2025 (at signing of City agreement) through October 3, 2025
 - c. Associated Costs: n/a
- D. Production support and volunteers for music/hospitality/sound/lighting
 - a. Details:
 - i. Days prior and day of staffing of concert to support bands, stage company, and sound and lighting engineers



- ii. Band transportation, lodging and hospitality at concerts per rider requirements
 - b. Timeline: October 1 - 3, 2026
 - c. Associated Costs: \$11,000
- E. Marketing support through Mountain Air social channels and website
 - a. Details:
 - i. Design input and recommendations for the design of concert poster or other City of Ouray marketing collateral
 - ii. Concert listing on ouraymusicseries.com
 - iii. Concert announcements and sponsor shout-outs on social media
 - iv. Support to City of Ouray staff on sites and contacts for concert listings and media outreach (newspaper, radio, event calendars)
 - b. Timeline: April 2026 - October 2026
 - c. Associated Costs: n/a
- F. General Liability Insurance with City of Ouray named as additional insured
 - a. Details: n/a
 - b. Timeline: 2025, at signing of City agreement
 - c. Associated Costs: n/a
- G. Contingency
 - a. Associated Costs: \$10,000

City of Ouray deliverables:

- A. Beverage Sales
- B. Park set up
- C. Security
- D. Permitting
- E. Special Event insurance, with Mountain Air named as additional insured
- F. Food vendor management
- G. Marketing
- H. Volunteer support



ADDENDUM 1 - LETTER OF AGREEMENT

TO: City of Ouray
Michelle Metteer, City Administrator
 mmetteer@cityofouray.com
 320 6th Ave, Ouray, CO 81427
 970-325-7211

DATE: May 14, 2025

PROJECT NAME: City Admin Building: Department Planning Study *(Additional departments)*

PROJECT LOCATION: 320 6th Ave, Ouray, CO 81427 *(Additional site noted below departments)*

PROJECT TYPE: Public

SECTION 1 SCOPE OF WORK

City Department Programming and Space Needs Assessment:
 Add the following departments to the service for the following departments: Parks and Facilities, Public Works, Visitors Center, and Box Canyon.

- A. Meet with all additional departments within the City Administration Building to perform a Program and Space Needs Assessment. *PARTIALLY COMPLETE AND INCLUDED IN ORIGINAL CONTRACT*

 Develop findings in a consolidated Program and Space Needs document to include overall building and department dimensional diagrams.
- B. Perform as-built measurements and plan documentation of building and all existing departments in conjunction with task 'A'.
- C. Provide final Program Document depicting current and future space needs, plan studies of current and future programming alternatives, with potential expansion options and comparative analysis.

SECTION 2 COMPENSATION

- A. Part A: \$8,500.00 Fixed Fee

 Part B: Hourly with Top-Set Estimate of \$5,900.00

 Part C: \$ 4,800.00 Fixed Fee

James Kehoe _____ Date _____

Approved and accepted this _____ day of _____

Owner _____ (Print)

Signature _____ Date _____

Future Agenda Items/Work Sessions

- Fire Authority Discussion Work Session – June 16 early (2:30pm-3:30pm)?
- Parking Study and Bicycle usage on municipal trails (regulations for Ebikes) – June 16 (3:30pm-5:30pm)?
- Work Session with Library (June?)
- SMPA Transmission Line Replacement
- Work Session on Sign Proposal Review (Rotary Park & Pool/Visitor Center)
- Hazard Mitigation Plan
- Joint Work Session with OIPI on Water Agreement & Long-term Planning for the Ice Park - August
- Dark Sky Ordinance – August/September
- Review of City Committees – August
- Fees and Fine Schedule/Enforcement – Budget Season
- Bed & Breakfast Discussion – wait for Community Development Director
- Ouray Recreational Buildings & Facilities 501(c)(3) Work Session
- Landlord Water and Sewer Credit Program