

**AGENDA
OURAY CITY COUNCIL**

Monday, April 20, 2026 - 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. REMOTE PARTICIPATION PER RESOLUTION 14, SERIES 2022
 - a. Consideration of a Request from Councilor Peggy Lindsey to Participate in this Meeting Remotely
4. PLEDGE OF ALLEGIANCE
5. PUBLIC HEARINGS
6. CITIZENS' COMMUNICATION

Speakers will be recognized in order by raised hands. Please remain seated until you are called upon. Once recognized, come to the podium, state your name and address clearly, and present your comments. Each speaker is allotted up to five minutes. All questions should be directed to the Mayor, who may refer them to the appropriate party. Comments or interruptions from the audience outside of the podium are not permitted. After all in-person speakers have been heard, remote participants will be given the same opportunity.
7. CEREMONIAL/INFORMATIONAL
 - a. Proclamation 1, Series 2026 - Mental Health Awareness Month
 - b. Home Trust of Ouray County - Eva Henson, Housing Services Director
8. CONSENT AGENDA
 - a. Liquor License Renewal - El Reno Inc dba Mi Mexico
 - b. Liquor License Renewal - JPT Incorporated dba Ouray Riverside Resort - The Smokehouse
9. ACTION ITEMS
 - a. Resolution 5, Series 2026 - Approving a Settlement Agreement with Little Switzerland (15 minutes)
 - b. Resolution 6, Series 2026 - Appointing Regional Housing Admin and Delegating Limited Authority (10 minutes)
 - c. Resolution 7, Series 2026 - Via Ferrata / Box Cañon Fees (10 minutes)
 - d. OCETSA Termination Agreement (5 minutes)
 - e. Professional Services Agreement - Mid-America Pool Renovation Inc (10 minutes)
10. DISCUSSION ITEMS
 - a. Definition of Light Industrial EQR (15 minutes)
 - b. Ouray Free In-Town Shuttle: Best Practices (20 minutes)

- c. 4th of July Entertainment (15 minutes)
- d. Future Agenda Items
- 11. DEPARTMENT REPORTS
 - a. City Administrator Metteer
 - b. Director of Finance and Administration Rhoades
 - c. Community Development Director Murphy
 - d. Ouray County Sheriff
- 12. CITY COUNCIL COMMUNICATION
 - a. Mayor Underwood
 - b. Mayor Pro Tem Schiffer
 - c. Councilor Lindsey
 - d. Councilor Hart
 - e. Councilor Doherty
- 13. ADJOURNMENT



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

**PROCLAMATION NO. 1, 2026
MENTAL HEALTH AWARENESS MONTH**

WHEREAS, mental health is essential to the well-being of our community;

WHEREAS, Colorado ranks 11th out of 51 in prevalence of mental illness, indicating Coloradans experience more mental health challenges and substance use challenges (Mental Health America);

WHEREAS, according to a Colorado Health Foundation poll in 2024, 56% of Coloradans reported experiencing a mental health challenge in the past year;

WHEREAS, stigma persists in being a barrier to accessing care, with nearly 50% of Coloradans who needed mental health support reporting they did not seek out care due to stigma (Mental Health America);

WHEREAS, the most recent data on suicide death in our combined region of Delta, Montrose, Ouray, San Miguel, Gunnison, and Hinsdale Counties indicates 41 community members died by suicide in 2025, 8 more than the previous year (CO Vital Statistics);

WHEREAS, organizations such as Tri-County Health Network are dedicated to shining a light on mental health and bringing hope to those experiencing a mental health challenge through research, education, advocacy, and resources and urge that we:

1. Recognize mental health challenges affect our entire community.
2. Normalize conversations about mental health, suicide, and substance use in open and understanding ways to erase stigma and remind community members they are not alone in anything they may be experiencing.
3. Acknowledge that there is no one size fits all program or effort that will be appropriate for all populations or communities, and address the disparity in access to mental healthcare for underserved and underrepresented groups while advocating to end these disparities.
4. Support the efforts of social movements like We Are The Ones that build upon the innate ability of every individual to take meaningful action to strengthen our communities.

NOW THEREFORE, I, Michael Underwood, the Mayor of the City of Ouray, hereby proclaim **May 2026 as Mental Health Awareness Month** in the City of Ouray, Colorado.

April 20, 2026

Michael Underwood, Mayor

ATTEST: _____

Kara Rhoades, City Clerk



To: Town of Ridgway; City of Ouray; and Ouray County

From: Eva Henson, Housing Services Director

Date: April 20, 2026

RE: Affordable Housing Services Administrator Quarterly Report - Q1 2026

Housing Services Quarterly Report Q1 (January - March 2026)

SUMMARY

Housing Services Program Administration

Focus: Establishing Systems, Policies, and Partnerships

During Q1 (January–March 2026), staff concentrated on aligning program operations with contractual requirements while enhancing public-facing communications and building the foundational systems, policies, and partnerships necessary to support effective program delivery:

- Initiated Phase I implementation of the Kintone software platform in January, launching development of an online application system to support a pilot program for the upcoming Home Trust 5-plex at 835 2nd Street. The system will enable application submissions and provide a secure portal for the transfer of financial information.
- Advanced preparations for the lease-up of the Home Trust 5-plex at 835 2nd Street as part of rental program expansion efforts, including legal review of the tenant selection policy and lease template; development of a comprehensive lease-up plan to support lender requirements and program execution; creation of a targeted marketing and advertising strategy; and coordination of key milestones and timelines leading to the anticipated May 1 lease-up.

Deed Restriction Administration

Progress was made toward assuming direct management of deed-restricted units, alongside the addition of new inventory and ongoing expansion of rental services, strengthening program oversight and ensuring continued compliance with eligibility requirements:

- In Q1 2026, completed a comprehensive inventory of deed-restricted units across Ouray County, the Town of Ridgway, and the City of Ouray. This inventory will be integrated into



the Kintone database later this year to enhance program administration, ensure compliance monitoring, and provide public transparency. Once fully implemented, applicants will be able to view available rental and homeownership units and submit applications online as units become available through turnover or new developments, ensuring clear and accessible information for the community.

- In January, completed household eligibility verification and administrative processing for a resale of a Waterview deed-restricted unit in Ouray.
- Four new deed-restricted units at Riverfront Village Condos in Ridgway are now available for sale, expanding the inventory of affordable housing and supporting homeownership programs. In collaboration with the Town and developer, staff will provide housing services administration, including income and program eligibility verification, and support community education on deed restriction requirements.

Intergovernmental Coordination

Staff prioritized consistent communication with all three (3) jurisdictions:

- Developed and implemented a quarterly reporting framework for the 2026 Housing Services Administrator scope, with reports scheduled for January, April, July, and October.
- Completed the Proposition 123 Unit Count submittal for the Ouray Regional on January 30, achieving full unit count commitments—25 units total across the City of Ouray, Town of Ridgway, and Ouray County—marking the first regional approach in the state to reach this milestone in Q1. A press release was issued to highlight this achievement.
- Ouray County and the Town of Ridgway are now fully compliant with Proposition 123 requirements, including adoption of expedited (“fast-track”) review procedures and completion of the required unit count. This milestone follows participation in the Board of County Commissioners work session on February 10 and subsequent approval at their March 10 meeting, as well as approval by the Town of Ridgway on March 11 for a total of \$100,000 in Department of Local Affairs (DOLA) Local Planning Capacity Grant (LPC) Grant incentive funding.
 - These funds will support an extension of the DOLA LPC Grant budget and provide approximately one additional year of runway for the Housing Services Administrator position through 2028.
 - DOLA will initiate the grant contract amendment process this summer to align with the fiscal budget cycle, which could be streamlined if the City of Ouray



completes compliance and opts to use incentive funding to support the regional Housing Services Administrator.

- Achieving Proposition 123 full compliance enables both jurisdictions to opt into the next three-year (2027-2029) funding cycle later this year with access to additional funding sources to support local housing initiatives and future development.
 - The City of Ouray is on track to implement fast track review processes, with communities that complete compliance by June 30, 2026, becoming eligible for \$45,000 in DOLA LPC Grant incentive funding.
- Attended Planning Commission Meeting with Ouray County on (2/4) for Housing Services Director introduction.
 - Attended the City of Ouray Planning Commission meeting (3/10) to discuss proposed fast track code amendments; the Commission recommended advancing the amendments to City Council, on track for Q2.

Program Development & Policy

- In April, confirm expectations regarding the 2026 Housing Services Administrator Annual Work Plan as a strategic planning tool. The work plan, which was included in the January packets with the initial quarterly report-out, is detailed and comprehensive, suitable to serve as a strategic plan with annual updates and a potential 3–5-year planning horizon after year one.
- Finalized the Tenant Selection Policy for HTOC rental properties and lease template in Q1, supporting consistent and transparent rental administration in 2026 and ensuring alignment with Colorado law and program requirements.
- In Colorado, state law (Senate Bill 24-174) requires some communities to adopt Housing Needs Assessments (HNAs) by December 31, 2026, and Housing Action Plans (HAPs) by January 1, 2028. The Town of Ridgway and Ouray County recently completed their [HNA](#) (December 2025) and will begin developing their Housing Action Plans (Request for Proposals has been issued February 2026), while the City of Ouray has already completed its HNA and is not required to prepare a HAP under this statute.

Financial Management & Systems

- Assisted Ouray County in preparing and submitting the DOLA LPC Grant quarterly Narrative Status Update and Reimbursement Request by January 30.



- Tracked DOLA LPC Grant expenses, monthly grant activities, and HTOC staff time, submitting documentation to the Board of County Commissioners for monthly reimbursement to maintain transparency and support quarterly reporting to all three jurisdictions.
- Completed Phase 1 of the Kintone database system launch, successfully piloting the online rental application and secure document upload process for the HTOC 5-plex at 835 2nd Street, Ouray, and laying the groundwork for broader program rollout later this year.

Stakeholder Collaboration

- Facilitated and reconvened the Ouray Housing Partners meeting on March 27, providing a collaborative forum for local governments, nonprofits, state housing organizations, and other stakeholders to advance affordable housing initiatives in Ouray County. The meeting was co-hosted with Elaine Demas of the Telluride Foundation.

NEXT STEPS Q2 2026 (April - June)

During Q2 2026, the Housing Services Program will build on foundational work completed in Q1 and move further into active implementation. Key efforts will focus on operationalizing deed-restriction administration, advancing procurement and legal support, launching core data and tracking systems, progressing rental program readiness, and supporting jurisdictional compliance with Proposition 123 requirements.

Focus: Program Implementation, System Launch, and Compliance Alignment

Planned activities include:

- Transition from foundational setup to active, coordinated administration of the regional deed-restriction inventory across all three jurisdictions, including program management, compliance monitoring, tracking, and ongoing resident support services.
- Present the Q2 2026 Housing Services Quarterly Report in July to the Town of Ridgway, City of Ouray, and Ouray County in accordance with the Housing Services Administrator contract.
- Provide a progress update on the 2026 Housing Services Administrator Annual Work Plan and prepare a request for a one-year extension of the Housing Services Administrator contract and scope aligned with each jurisdiction's 2027 budgetary cycle.



- Support the City of Ouray’s Proposition 123 fast track (expedited review) public process, aiming for completion before June 30, 2026, to ensure eligibility for early adoption and access to DOLA LPC Grant incentive funds that require no local match.
- Launch Phase II of the Kintone system rollout, developing a homeownership online application that mirrors the rental application process while incorporating features specific to deed-restricted homeownership programs, building on the successful pilot of the HTOC 5-plex at 835 2nd Street, Ouray.
- Initiate and manage procurement processes, in compliance with DOLA LPC Grant requirements, to retain legal and technical support for deed-restriction program administration, document standardization, and program implementation.
- Continue multi-jurisdiction stakeholder engagement to advance the countywide deed-restriction program, including development and standardization of templates, policies, and implementation guidelines, with any proposed updates submitted for review and approval by the governing authorities (target Q3 2026).

ATTACHMENT

- Deed Restricted & Rental Restrictive Master Inventory List
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Deed Restricted Homeownership Opportunities

Location	Subdivision	Bedrooms	AMI% Restriction
Ridgway	River Park Filing 2	3	80%
Ridgway	Parkside 14A	2	No AMI; work in county
Ridgway	Parkside 14B	2	No AMI; work in county
Ridgway	Parkside 14C	2	No AMI; work in county
Ridgway	Parkside Habitat	3	80%
Ridgway	Parkside Habitat	3	80%
Ridgway	Parkside Habitat	3	80%
Ridgway	Parkside Home Trust	3	120%
Ridgway	Parkside Home Trust	3	120%
Ridgway	Wetterhorn - 1	2	120%
Ridgway	Wetterhorn - 2	2	120%
Ridgway	Wetterhorn - 3	2	120%
Ridgway	Wetterhorn - 4	3	80%
Ridgway	Wetterhorn - 5	2	120%
Ridgway	Wetterhorn - 6	3	120%
Ridgway	Wetterhorn - 7	2	120%
Ridgway	Wetterhorn - 8	3	120%
Ridgway	Wetterhorn - 9	2	120%
Ridgway	Wetterhorn - 10	3	120%
Ridgway	Wetterhorn - 11	2	120%
Ridgway	Wetterhorn - 12	2	120%
Ridgway	Wetterhorn - 13	2	120%
Ridgway	Wetterhorn - 14	2	120%
Ridgway	Old Firehouse Unit D	1	140%
Ridgway	Old Firehouse Unit D	1	140%
Ridgway	Old Firehouse Unit D	1	140%
Ridgway	Old Firehouse Unit D	1	140%
Ridgway	Vista Park Commons	Studio	100%
Ridgway	Riverfront Village	1	170%
Ridgway	Riverfront Village	1	190%
Ridgway	Riverfront Village	2	140%
Ridgway	Riverfront Village	2	140%
Ridgway	Total	32	



Ouray	Waterview - 5	2	120%
Ouray	Waterview - 6	2	120%
Ouray	Waterview - 7	2	120%
Ouray	Waterview - 8	2	120%
Ouray	Waterview - 9	2	120%
Ouray	Waterview - 10	2	80%
Ouray	Waterview - 11	2	120%
Ouray	Waterview - 12	2	120%
Ouray	Waterview - 13	2	120%
Ouray	Waterview - 14	2	120%
Ouray	Waterview - 15	2	80%
Ouray	Waterview - 16	2	120%
Ouray	Waterview - 17	2	120%
Ouray	Waterview - 18	2	120%
Ouray	Waterview - 19	3	120%
Ouray	Waterview - 20	3	120%
Ouray	Waterview - 21	3	120%
Ouray	Total	37	
	Grand Total	69	

Note:

- Swiss Village Mobile Home Cooperative (ROC) – 21 units (16 at ≤80% AMI; 5 market rate). *Note: Home Trust does not administer these deed restrictions.*
- Currently, 53 deed-restricted homeownership units in the portfolio for Home Trust to administer.



Deed Restricted Homeownership Existing Inventory

Breakdown

Number of Bedrooms						
AMI	Studio	1	2	3	Unknown	Grand Total
80%			3	5		
100%	1				16	
120%			24	9		
140%		4	2			
170%		1				
190%		1				
No AMI; work in county			3			
Total	1	6	32	14	16	69

Deed Restricted Homeownership Pipeline

Location	Subdivision	Units	AMI% Restriction	Notes
Ridgway	Vista Park Commons – Phase II	1	TBD likely 100%	Not yet constructed
Ridgway	Lena Street Commons – Phase II	3	1 @ 100% and 2 at 200%	Not yet constructed
Ouray	Waterview – Phase II	45	TBD	Not yet constructed
Total		49		



Rental Restrictive Opportunities

Location	Subdivision	Bedrooms	AMI% Restriction
Ridgway	Space to Create (LIHTC)	1	30%
Ridgway	Space to Create (LIHTC)	1	30%
Ridgway	Space to Create (LIHTC)	1	30%
Ridgway	Space to Create (LIHTC)	1	40%
Ridgway	Space to Create (LIHTC)	1	40%
Ridgway	Space to Create (LIHTC)	1	40%
Ridgway	Space to Create (LIHTC)	1	50%
Ridgway	Space to Create (LIHTC)	1	50%
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Ridgway	Space to Create (LIHTC)	1	60%
Ridgway	Space to Create (LIHTC)	1	60%
Ridgway	Space to Create (LIHTC)	1	60%
Ridgway	Space to Create (LIHTC)	1	80%
Ridgway	Space to Create (LIHTC)	1	80%
Ridgway	Space to Create (LIHTC)	1	80%
Ridgway	Space to Create (LIHTC)	2	30%
Ridgway	Space to Create (LIHTC)	2	40%
Ridgway	Space to Create (LIHTC)	2	50%
Ridgway	Space to Create (LIHTC)	2	60%
Ridgway	Space to Create (LIHTC)	2	60%
Ridgway	Space to Create (LIHTC)	2	80%
Ridgway	Total	30	



Ouray	734 4 th Street – HTOC	1	80%
Ouray	734 4 th Street – HTOC	1	80%
Ouray	734 4 th Street – HTOC	2	80%
Ouray	734 4 th Street – HTOC	2	80%
Ouray	734 4 th Street – HTOC	2	80%
Ouray	734 4 th Street – HTOC	2	80%
Ouray	835 2 nd Street - HTOC	Studio	100%
Ouray	35 2 nd Street – HTOC	1	120%
Ouray	35 2 nd Street – HTOC	1	120%
Ouray	35 2 nd Street – HTOC	2	120%
Ouray	35 2 nd Street - HTOC	3	120%
Ouray	Total	11	
	Grand Total	41	

Note:

- Space to Create is a Low-Income Housing Tax Credit (LIHTC) Project *Note: Home Trust does not administer these rental restrictive units.*
- Currently, 11 rental restricted units in the portfolio for Home Trust to administer.

Rental Restrictive Existing Inventory

Breakdown

Number of Bedrooms					
AMI	Studio	1	2	3	Grand Total
30%		3	1		
40%		3	1		
50%		6	1		
60%		9	2		
80%		5	5		
100%	1				
120%		2	1	1	
Total	1	28	11	1	41



Ridgway	660 Sherman St - HTOC	1	TBD	2028 or later
Ridgway	660 Sherman St - HTOC	1	TBD	2028 or later
Ridgway	660 Sherman St - HTOC	1	TBD	2028 or later
Ridgway	660 Sherman St - HTOC	1	TBD	2028 or later
Ridgway	660 Sherman St - HTOC	1	TBD	2028 or later
Ridgway	660 Sherman St - HTOC	1	TBD	2028 or later
Ridgway	Total	16		
	Grand Total	29		



**2025 Income Limit and Maximum Rent Tables
for All Colorado Counties**

HUD Effective Date: April 1, 2025

20% to 120% of Area Median Income (AMI) [20% to 160% AMI for rural resort counties]

- The IRS allows Housing Tax Credit projects that placed in service as of 12.31.2008 to use higher HERA Special limits.
- All Housing Tax Credit and CHFA Loan projects are "held harmless" from limit decreases. To be "held harmless," a project must be in service before 05.16.2025.
- Housing Tax Credit and CHFA Multifamily Loan projects whose counties experienced a decrease in 2025 limits and that place in service before 05.16.2025 may continue to apply the same limits used in 2024.

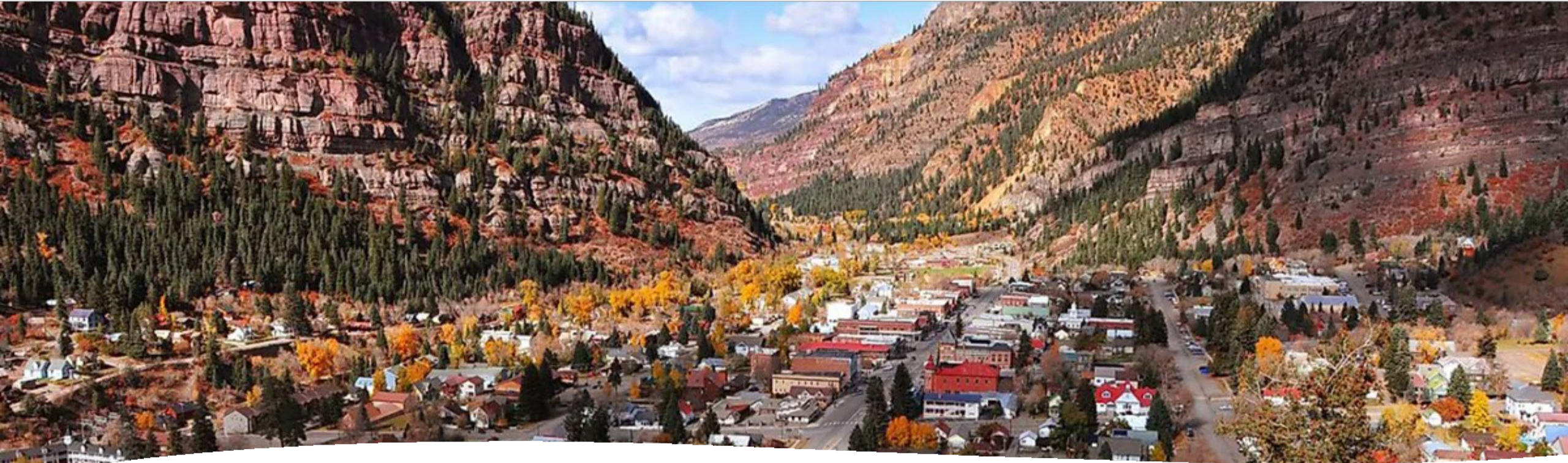
County	HERA	AMI	2025 Maximum Rents					2025 Income Limits							
			0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Ouray		160%	2,928	3,136	3,764	4,348	4,852	117,120	133,760	150,560	167,200	180,640	194,080	207,360	220,800
Ouray		150%	2,745	2,940	3,528	4,076	4,548	109,800	125,400	141,150	156,750	169,350	181,950	194,400	207,000
Ouray		140%	2,562	2,744	3,293	3,804	4,245	102,480	117,040	131,740	146,300	158,060	169,820	181,440	193,200
Ouray		130%	2,379	2,548	3,058	3,532	3,942	95,160	108,680	122,330	135,850	146,770	157,690	168,480	179,400
Ouray		120%	2,196	2,352	2,823	3,261	3,639	87,840	100,320	112,920	125,400	135,480	145,560	155,520	165,600
Ouray		110%	2,013	2,156	2,587	2,989	3,335	80,520	91,960	103,510	114,950	124,190	133,430	142,560	151,800
Ouray		100%	1,830	1,960	2,352	2,717	3,032	73,200	83,600	94,100	104,500	112,900	121,300	129,600	138,000
Ouray		90%	1,647	1,764	2,117	2,445	2,729	65,880	75,240	84,690	94,050	101,610	109,170	116,640	124,200
Ouray		80%	1,464	1,568	1,882	2,174	2,426	58,560	66,880	75,280	83,600	90,320	97,040	103,680	110,400
Ouray		70%	1,281	1,372	1,646	1,902	2,122	51,240	58,520	65,870	73,150	79,030	84,910	90,720	96,600
Ouray		60%	1,098	1,176	1,411	1,630	1,819	43,920	50,160	56,460	62,700	67,740	72,780	77,760	82,800
Ouray		55%	1,006	1,078	1,293	1,494	1,667	40,260	45,980	51,755	57,475	62,095	66,715	71,280	75,900
Ouray		50%	915	980	1,176	1,358	1,516	36,600	41,800	47,050	52,250	56,450	60,650	64,800	69,000
Ouray		45%	823	882	1,058	1,222	1,364	32,940	37,620	42,345	47,025	50,805	54,585	58,320	62,100
Ouray		40%	732	784	941	1,087	1,213	29,280	33,440	37,640	41,800	45,160	48,520	51,840	55,200
Ouray		30%	549	588	705	815	909	21,960	25,080	28,230	31,350	33,870	36,390	38,880	41,400
Ouray		20%	366	392	470	543	606	14,640	16,720	18,820	20,900	22,580	24,260	25,920	27,600
Park		120%	2,943	3,153	3,783	4,372	4,878	117,720	134,520	151,320	168,120	181,680	195,120	208,560	222,000
Park		110%	2,697	2,890	3,467	4,008	4,471	107,910	123,310	138,710	154,110	166,540	178,860	191,180	203,500
Park		100%	2,452	2,627	3,152	3,643	4,065	98,100	112,100	126,100	140,100	151,400	162,600	173,800	185,000
Park		90%	2,207	2,364	2,837	3,279	3,658	88,290	100,890	113,490	126,090	136,260	146,340	156,420	166,500
Park		80%	1,962	2,102	2,522	2,915	3,252	78,480	89,680	100,880	112,080	121,120	130,080	139,040	148,000
Park		70%	1,716	1,839	2,206	2,550	2,845	68,670	78,470	88,270	98,070	105,980	113,820	121,660	129,500
Park		60%	1,471	1,576	1,891	2,186	2,439	58,860	67,260	75,660	84,060	90,840	97,560	104,280	111,000
Park		55%	1,348	1,445	1,733	2,004	2,235	53,955	61,655	69,355	77,055	83,270	89,430	95,590	101,750
Park		50%	1,226	1,313	1,576	1,821	2,032	49,050	56,050	63,050	70,050	75,700	81,300	86,900	92,500
Park		45%	1,103	1,182	1,418	1,639	1,829	44,145	50,445	56,745	63,045	68,130	73,170	78,210	83,250
Park		40%	981	1,051	1,261	1,457	1,626	39,240	44,840	50,440	56,040	60,560	65,040	69,520	74,000
Park		30%	735	788	945	1,093	1,219	29,430	33,630	37,830	42,030	45,420	48,780	52,140	55,500
Park		20%	490	525	630	728	813	19,620	22,420	25,220	28,020	30,280	32,520	34,760	37,000



City of Ouray
Ouray County
Town of Ridgway

Housing Services
Administrator
Quarterly Report

April 2026



The mission of the Home Trust is to to grow an inclusive, economically diverse community by providing permanently affordable housing and housing-related resources to modest income households in Ouray County through the stewardship of community assets.



Summary of Housing Services



Intergovernmental Liaison &
Stakeholder Collaboration



Financial Management
& Reporting



Proposition 123
Compliance & Reporting



Deed Restriction Administration



Program Development &
Administration



Resident Support
Services

Q1 2026

(January – March)

Report

Intergovernmental Liaison & Stakeholder Collaboration

- Established quarterly reporting cadence – January, April, July, October
- Public Meetings Attended:
 - Board of County Commissioners Work Session 2/10
 - Board of County Commissioners Regular Meeting 3/10
 - Town of Ridgway Regular Meeting 3/11
- Facilitated Ouray Housing Partners Meeting on 3/27 with co-host Elaine Demas, Telluride Foundation





Financial Management & Reporting

- Tracked DOLA LPC Grant expenses and activities, submitted monthly documentation for Home Trust reimbursement, and supported quarterly reporting to all jurisdictions
- Completed Phase 1 of Kintone launch: piloted online rental applications and secure document uploads for the HTOC 5-plex at 835 2nd Street, Ouray, and prepared for broader rollout later this year
- Secured \$100,000 in LPC Grant Incentive funds (\$50K each for Ridgway and County) to support early adoption of fast track processes and extend up to an additional year for Housing Services Administrator scope (through 2028)

Financial Overview



DOLA Local Planning Capacity Grant

Grant Period: October 2025 – October 2027

Project Start: October 2025

Total Project Cost: \$240,000

Grant Award: \$192,000

Local Match (20%): \$48,000 (*per IGA - split 1/3 each local government share = \$16,000*)

Home Trust Expenditures:

Grant Funds: \$37,373.66

Local Match: \$9,343.42

Total to Date: \$46,717.08

Remaining Project Budget: \$193,282.92

Grant Funds: \$154,626.34

Local Match: \$38,656.58

2026: Home Trust Contract

Amount: \$100,156.99

Billing: Flat Monthly Fee



Proposition 123 Compliance & Reporting

- Completed Unit Count commitments for “Ouray Regional” approach (January 30): 25 units

Unit Count

Town of Ridgway – 10 units

City of Ouray – 9 units

Ouray County – 6 units

- Milestone – first regional approach in the state and issued joint press release to highlight this achievement

Fast-Track

- Town of Ridgway - completed
- Ouray County - completed
- City of Ouray (on target Spring 2026)

- Ridgway and County eligible to opt into next 3-year funding cycle later this year



Resident Support Services

- Centralized management and coordination of housing programs
- Assist residents in navigating affordable and attainable housing programs and resources
- Phase in rental and homeownership opportunities through online systems using Kintone to improve efficiencies
- Enhance countywide coordination, promote synergy and alignment across all three (3) jurisdictions, streamline initiatives, and provide comprehensive services throughout Ouray County

The image shows several sheets of architectural blueprints rolled up. The blueprints are white with black lines and text, showing various floor plans and dimensions. The sheets are arranged in a way that they appear to be unrolled from the top left towards the bottom right. The background is a light blue gradient.

Program Development & Administration

- Housing Services Director – Eva Henson 6 months in the role
- Advanced preparations for HTOC 5-plex lease-up at 835 2nd Street, including finalized tenant selection policy and lease template, development of a comprehensive lease-up plan, targeted marketing strategy, and coordination of milestones toward anticipated May 1 move-ins
- Successfully initiated Phase I implementation of Kintone software platform to support online rental applications and secure portal for documentation submittal.
- Ridgway and Ouray County completed a Housing Needs Assessment and will start Housing Action Plan as required by SB 24-174; City of Ouray has their own HNA and is not required to prepare a HAP.



Deed Restriction Management & Compliance

- Completed a comprehensive inventory of deed-restricted units across Ouray County, the Town of Ridgway, and the City of Ouray.
- This inventory will be integrated into the Kintone database later this year to enhance program administration, ensure compliance monitoring, and provide public transparency.
- Completed household eligibility verification and administrative processing for a resale of a Waterview deed-restricted unit in Ouray.
- Four new deed-restricted units at Riverfront Village Condos in Ridgway now available for sale (targeted at $\leq 140\%$ AMI). Price ranges \$375,000-\$400,000); 1-and 2-bedroom units.

Deed Restricted Homeownership Existing Inventory

Number of Bedrooms						
AMI	Studio	1	2	3	Unknown	Grand Total
80%			3	5		
100%	1				16	
120%			24	9		
140%		4	2			
170%		1				
190%		1				
No AMI; work in county			3			
Total	1	6	32	14	16	69

Deed Restricted Homeownership Pipeline

Location	Subdivision	Units	AMI% Restriction	Notes
Ridgway	Vista Park Commons – Phase II	1	TBD likely 100%	Not yet constructed
Ridgway	Lena Street Commons	3	1 @ 100% and 2 at 200%	Not yet constructed
Ouray	Waterview – Phase II	45	TBD	Not yet constructed
	Total	49		

Rental Restrictive Existing Inventory

Number of Bedrooms					
AMI	Studio	1	2	3	Grand Total
30%		3	1		
40%		3	1		
50%		6	1		
60%		9	2		
80%		5	5		
100%	1				
120%		2	1	1	
Total	1	28	11	1	41

Rental Restrictive Pipeline

Location	Subdivision	Units	AMI% Restriction	Notes
Ouray	1507 Oak St HTOC Riverwalk	13	TBD	2027 or later
Ridgway	660 Sherman St HTOC	16	TBD	2028 or later
	Total	29		



Q2 Look Ahead

- Continue to implement deed restricted and rental systems for streamlining program administration with the goal of continuing stakeholder engagement towards advancing standardizing covenant templates
- Support Proposition 123 compliance fast track (City of Ouray) and continue multi-jurisdictional & stakeholder collaboration
- Launch Phase II of Kintone software implementation of homeownership online application
- Support DOLA LPC Grant contract amendments, prepare the July Housing Services quarterly report with 2026 Annual Work Plan updates, and request a contract extension aligned with the 2027 jurisdictional budget cycle



Home Trust of Ouray County

Questions

Eva Henson

Housing Services Director

Email: services@hometrusted.org

Phone: (970) 239-0094

DR 8400 (05/05/25)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

cl# 2951 state \$750
 cl# 2952 state \$ 11.
 cl# 2953 city \$175.

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	500
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 750

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check Uploaded to Movelt on Date
 Paid online

Licensee Name

Doing Business As Name (DBA)

Liquor License Number

License Type

Sales Tax License Number

Expiration Date

Due Date

Business Address

Street Address

Phone Number

City

State

ZIP Code

Mailing Address

Street Address

City

State

ZIP Code

Email

Operating Manager

Date of Birth

Manuel Guitron Garcia

Home Address

Street Address

Phone Number

City

State ZIP Code

CO

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented?

Owned

*If rented, expiration date of lease

Rented*

07/31/2030

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No
(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. 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?.... Yes No

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.?..... Yes 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)?..... Yes No

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.

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.

9. I would like to apply for a Two-Year Renewal..... Yes 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

Manuel Guitron Garcia

Title

Secretary/Manager

Signature

Date (MM/DD/YY)

X Manuel Guitron G

04/10/26

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

--

Title

--

Attest

--

Signature

--

Date (MM/DD/YY)

--

Local Licensing Authority Approves this license for a two-year renewal..... Yes No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Tax Check Authorization, Waiver, and Request to Release Information

I, Manuel Guitron Garcia

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

EL RENO INC dba Mi Mexico Family Mexican Restaurant

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 is 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)

EL RENO INC dba Mi Mexico Family Mexican Restaurant

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

[REDACTED]

Street Address

118 7th Ave.

City

Ouray

State

CO

ZIP Code

81427

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

Manuel Guitron Garcia

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

Date Signed

X Manuel Guitron G

04/10/26

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).

ATTACHMENT TO DR 8400
EL RENO, INC.
D/B/A MI MEXICO FAMILY MEXICAN RESTAURANT
118 7th Ave.
Ouray, CO 81427
License No. 03-15039

QUESTION 8:

Antonio Amador currently is an officer, director and stockholder of entities in Colorado which own the following restaurants with liquor licenses:

- Tototlan, Inc. d/b/a Guadalajara Family Mexican Restaurant, 1001 S. Abilene, Aurora, Colorado 80012;
- Tototlan 2, Inc. d/b/a Guadalajara Family Mexican Restaurant, 150 Wolfensberger Rd., Castle Rock, CO 80109
- La Milpa I, Inc. dba Guadalajara Family Mexican Restaurant, 7336 McLaughlin Road, Peyton, CO 80831
- La Milpa II, Inc. d/b/a Mi Mexico Family Mexican Restaurant, 1706 E. Main St., Montrose, CO 81401
- El Chivo I, LLC d/b/a Mi Mexico Family Mexican Restaurant, 3956 N. Academy Blvd., Colorado Springs, CO 80917
- La Barca, Inc. dba Nuevo Vallarta Family Mexican Restaurant, 740 N. Summit Blvd., Frisco, CO 80443
- El Balsante, Inc. d/b/a Mi Mexico Family Mexican Restaurant, 624 Rae Lynn St., Unit C, Grand Junction, CO 81505
- El Reno, Inc. d/b/a Mi Mexico Family Mexican Restaurant, 118 7th Ave., Ouray, CO 81427; and
- Los Lobos Glenwood, Inc. dba Mi Mexico Family Mexican Restaurant, 3130 S. Glen Ave., Glenwood Springs, CO 81601

Modesto Ramos is currently an officer, director and stockholder of entities which hold the following restaurant liquor licenses in Colorado:

- La Milpa II, Inc. d/b/a Mi Mexico Family Mexican Restaurant, 1706 E. Main St., Montrose, CO 81401
- El Chivo I, LLC d/b/a Mi Mexico Family Mexican Restaurant, 3956 N. Academy Blvd., Colorado Springs, CO 80917
- La Milpa I, Inc. dba Guadalajara Family Mexican Restaurant, 7336 McLaughlin Road, Peyton, CO 80831
- La Barca, Inc. dba Nuevo Vallarta Family Mexican Restaurant, 740 N. Summit Blvd., Frisco, CO 80443
- El Balsante, Inc. d/b/a Mi Mexico Family Mexican Restaurant, 624 Rae Lynn St., Unit C, Grand Junction, CO 81505
- El Reno, Inc. d/b/a Mi Mexico Family Mexican Restaurant, 118 7th Ave., Ouray, CO 81427
- Tototlan, Inc. d/b/a Guadalajara Family Mexican Restaurant, 1001 S. Abilene, Aurora, Colorado 80012; and
- Los Lobos Glenwood, Inc. dba Mi Mexico Family Mexican Restaurant, 3130 S. Glen Ave., Glenwood Springs, CO 81601

DR 8400 (05/05/25)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

H

Submit to Local Licensing Authority

RECEIVED
 APR 16 2026
 CITY OF OURAY

chk # 4124 state \$761.
 chk # 4122 city \$175.

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check
 Paid online

Uploaded to MoveIt on Date

Licensee Name

JTP Incorporated

Doing Business As Name (DBA)

Ouray Riverside Resort - The Smokehouse

Liquor License Number

License Type

Hotel and Restaurant (City)
 Malt, Vinous and Spirituous Liquors

Sales Tax License Number

Expiration Date

April 30, 2026

Due Date

April 15, 2026

Business Address

Street Address

1700 Main Street

Phone Number

970-325-4523

City

Ouray, CO 4-15-26

State ZIP Code

CO 81427

Mailing Address

Street Address

PO Box 526

City

Ouray

State ZIP Code

CO 81427

Email

Operating Manager

Date of Birth

Amber Perkins

[Redacted]

Home Address

Street Address

[Redacted]

Phone Number

[Redacted]

City

Osceola

State ZIP Code

CO 81427

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

[Redacted]

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. 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?.... Yes No

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.?..... Yes 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)?..... Yes No

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.

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.

9. I would like to apply for a Two-Year Renewal..... Yes 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

Amber D. Peckins

Title

Owner - JTP Incorporated

Signature

Amber D Peckins

Date (MM/DD/YY)

4/15/26

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

--	--

Title

--

Attest

--

Signature

--

Date (MM/DD/YY)

--

Local Licensing Authority Approves this license for a two-year renewal..... Yes No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Tax Check Authorization, Waiver, and Request to Release Information

I, Amber D Perkin

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

JTP Incorporated

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)

Amber Perkins - JTP Incorporated

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

970-325-4523

Street Address

1700 Main Street PO Box 526

City

Orway

State

CO

ZIP Code

81427

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

Amber D. Perkins

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

Amber D Perkins

Date Signed

4/15/26

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).

MEMORANDUM

DATE: April 14, 2026
TO: Ouray City Council
FROM: Karp Neu Hanlon, P.C.
RE: Settlement with Little Switzerland

On the agenda is an action item to discuss a settlement agreement with Little Switzerland. Council may recall, the City is a party to a lawsuit related to the Heath Ditch as it crosses the Ouray Waterview subdivision on the north end of the City. Issues arose as part of the planning and construction of the Ouray Waterview subdivision as it implicated crossing the Heath Ditch. The litigation asked the court to declare the relative rights of the underlying property owners (the City and developer Ouray Homes) as well as claims that activities within the historic ditch easement constituted a trespass and damaged the ditch. The case was set for trial in early May. With a trial date quickly approaching, the parties worked very hard to achieve a settlement that took each side's interests into consideration.

From the City's perspective, we were looking for settlement terms that:

- a. clearly define the rights of the parties in order to avoid future litigation
- b. limit potential liability for the City
- c. ensure that the second phase of the Ouray Waterview subdivision can be built out for affordable housing

Settlement terms were reached on Friday April 10. Attached to this memo is the settlement agreement which has now been executed by Little Switzerland and the developer Ouray Homes. The remaining action to implement the settlement is for the Council to approve the settlement agreement and authorize the City Administrator to execute the settlement documents.

The settlement agreement has the City making a one-time payment in the amount of \$22,500. This money will be used to pipe the remaining section of the Heath Ditch as it crosses the Ouray Waterview subdivision. Piping the ditch has three significant advantages for the City. First, the water being in a piped structure will reduce ditch maintenance activities required in this area (and all maintenance of the pipeline will be done by Little Switzerland). Second, risks of damage to adjoining infrastructure will be less because the water is contained in the pipe. Third, a piped ditch structure makes development of the second phase of the Ouray Waterview subdivision easier.

The City and Ouray Homes will grant new easements for the Heath Ditch and vacate (as to the City) any claims of other ditch easement rights. This simplifies future administration of the ditch where it crosses City open space in the Ouray Waterview subdivision in the future. There are two easement agreements associated with the settlement agreement. The first is from Ouray Homes to Little Switzerland for Lot 2A (the second phase of development where the City currently has property interests). The second is from the City and Ouray Homes for Lot 2B (where the City has been dedicated Namichi Way). The documents are clear that the rights of the Heath Ditch vis-à-vis the City are exclusively in the new easement agreements. The easement agreements grant two easements: a permanent easement 15 feet in width for the ditch pipe structure; and an additional rights easement of 10 feet generally to facilitate pipeline construction and maintenance work. Little Switzerland is also granted the right to use the public Namichi Way ROW and public sidewalks to access the Heath Ditch for maintenance purposes (but only after coordinating with the City and implementing safety protocols). The easements allow for Xeriscape vegetation to be established in the easement areas. Otherwise, the easements must be unoccupied without Little Switzerland's written approval.

Once the Heath Ditch piping project is completed (no later than 18 months), Little Switzerland will vacate an easement running along the property line of Lot 2A and Lot 2B of the Ouray Waterview subdivision referred to as the "Return Ditch." This will reduce the footprint of the Heath Ditch in this area, un-encumber title to the property, and lower City maintenance of two culverts located in the Return Ditch. Until the Heath Ditch piping project is completed, the City will maintain the two culverts along the Return Ditch.

The City is also committing to have City staff work with Ouray Homes personnel to remove trees that were planted in the Heath Ditch easement. The goal is where possible to relocate these trees outside of the Ditch easement to other areas in the subdivision. This one-time commitment of work will occur within 90 days of approval of the Settlement Agreement.

The settlement agreement contains mutual releases of claims, dismissal of the litigation "with prejudice", and a release of the Lis Pendens filed by Little Switzerland so that title to the units in the Ouray Waterview subdivision can be conveyed without reference to the litigation.

The easement agreement for Lot 2A specifically contemplates future completion of a roadway and utilities above the Heath Ditch (to allow the second phase of the Ouray Waterview subdivision to be completed). We included an engineer arbitration process to resolve any technical issues that may arise. This arbitration process has tight deadlines to prevent the development of Lot 2A from being held up.

The parties filed a Notice of Settlement with the Court. This document and associated Order vacated the trial in early May. If the Council decides not to approve the settlement agreement, the litigation would continue but with a new trial date (and other pre-trial deadlines). Staff recommends approval of the settlement agreement and granting authority to the Mayor to execute the settlement documents.

RESOLUTION NO. 5 (SERIES 2026)

**A RESOLUTION OF THE CITY OF OURAY, COLORADO,
APPROVING A SETTLEMENT AGREEMENT WITH LITTLE
SWITZERLAND RELATED TO THE LITIGATION MATTER, CASE
NO. 2024CV30020, CONCERNING DITCH AND PROPERTY RIGHTS.**

WHEREAS, the City of Ouray is a Colorado home-rule municipality, duly organized and existing under the City's Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, in 2024, the City approved the Ouray Waterview Homes PUD (the "Subdivision") on the north end of the City; and

WHEREAS, issues arose as part of the planning and construction of the Subdivision, which led to a lawsuit in Ouray County District Court between Little Switzerland against the City and the developer, Ouray Homes; and

WHEREAS, the litigation sought the court to declare relative rights of the property owners concerning the use of and access to the Heath Ditch and related ditches (collectively, the "Ditches"); and

WHEREAS, the case was set for trial to commence in early May 2026; and

WHEREAS, on Friday, April 10, the parties reached an agreement of settlement terms in a settlement agreement (the "Settlement Agreement") that, if approved, would result in dismissal of the litigation and a resolution for the parties regarding the Ditches; and

WHEREAS, the Settlement Agreement commits the City to making a one-time payment of \$22,500 for use in piping the remaining section of the Heath Ditch as it crosses the Subdivision; and

WHEREAS, as part of the Settlement Agreement, the City and Ouray Homes will grant new easements to Little Switzerland for the Heath Ditch and vacate any claims of other ditch easement rights (the "Easement Agreements"); and

WHEREAS, the first Easement Agreement conveys Little Switzerland easement rights in Lot 2A, the second phase of development of the Subdivision; and

WHEREAS, the second Easement Agreement grants Little Switzerland rights to an easement on Lot 2B, where the initial phase of the Subdivision was constructed; and

WHEREAS, the Settlement Agreement contains mutual releases of claims, dismissal of the litigation "with prejudice", and release of a Lis Pendens so that title to the units in the Subdivision can be conveyed without reference to the litigation; and

WHEREAS, the parties filed a Notice of Settlement with the court to vacate the trial;
and

WHEREAS, the City Council hereby authorizes the City Administrator to execute the Settlement Agreement and related settlement documents, including the Easement Agreements, as set forth in and attached hereto as **Exhibit A**; and

WHEREAS, the City Council wishes to approve the Settlement Agreement and Easement Agreements and believes it is in the best interest of the public health, safety, and welfare of the City to do so.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the City Council.
2. Settlement Agreement. The City Council hereby approves the Settlement Agreement and related Easement Agreements in substantially the same form as enclosed as **Exhibit A**, as determined to be satisfactory to the City Attorney, and authorizes the Mayor or City Administrator to execute the same. The City Council further authorizes and directs the City Administrator to take such steps as are necessary to implement this Resolution, the Settlement Agreement and Easement Agreements.
3. Settlement Payment. The City Council hereby authorizes the City to make a payment of twenty-two thousand five-hundred dollars (\$22,500.00) to Little Switzerland to satisfy the City's payment obligations under the Settlement Agreement. The City Council further authorizes and directs the City Administrator and other City staff to take such steps as are necessary to remit such payment.
4. Ratification. The City Council hereby ratifies, approves, and confirms all action taken, not inconsistent with the provisions of this Resolution, by the City Council and the officers, agents, and employees of the City relating to the subject matter of this Resolution.
5. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

ADOPTED this 20th day of April, 2026 by the Ouray City Council.

CITY OF OURAY, COLORADO

Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

<p>DISTRICT COURT, OURAY COUNTY STATE OF COLORADO 541 4th Street, P.O. Box 643 Ouray, Colorado 81427</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiffs: Ouray Homes, LLC, a Colorado limited liability company; and the City of Ouray, a Colorado home rule municipality;</p> <p>v.</p> <p>Defendant: Little Switzerland, LLC, a Colorado limited liability company.</p>	
<p><i>Attorney for Plaintiff Ouray Homes, LLC:</i> Christopher G. McAnany, Atty. Reg. No. 21962 DUFFORD WALDECK 744 Horizon Court, Suite 300 Grand Junction, CO 81506 Telephone: (970) 241-5500; Fax: (970) 243-7738 E-mail: mcanany@dwmk.com; dwmk@dwmk.com</p> <p><i>Attorneys for Plaintiff City of Ouray:</i> James F. Fosnaught, Esq., #31820 Shoshana Rosenthal, Esq., #48856 Karp Neu Hanlon, P.C. 201 14th Street, Suite 200 P. O. Drawer 2030 Glenwood Springs, CO 81602 Tel.:(970) 945-2261 Fax: (970) 945-7336 jff@mountainlawfirm.com sr@mountainlawfirm.com</p> <p><i>Attorneys for Defendant Little Switzerland, LLC:</i> Star L. Waring, Atty. Reg No. 10009 Gabiella Stockmayer, Atty. Reg. No. 43770 Dietze and Davis, P.C. 2060 Broadway, Suite 400 Boulder, CO 80302 Telephone: (303) 447-1375 swaring@dietzedavis.com gstockmayer@dietzedavis.com</p>	<p>Case Number: 2024CV30020</p> <p>Division:</p>
<p>NOTICE OF SETTLEMENT AND JOINT MOTION TO VACATE TRIAL AND STAY ALL DEADLINES</p>	

Plaintiffs Ouray Homes, LLC and the City of Ouray and Defendant Little Switzerland, LLC, through their undersigned counsels, submit this *Notice of*

Settlement and Joint Motion to Vacate Trial and Stay All Deadlines, and in support, state as follows:

1. The undersigned counsel for Plaintiffs and Defendant conferred and stipulated to this Notice.
2. In accordance with C.R.C.P. 121 § 1-11, the undersigned counsel hereby certifies that a copy of this Notice was sent to their clients (respectively).
3. The Parties notify the Court that they have reached a settlement in principle of all claims between the parties in the above-captioned matter and are currently engaged in completing the settlement agreement.
4. The City of Ouray City Council must approve the settlement documents at a forthcoming public meeting on April 20, 2026 for the settlement to be effective.
5. After approval of the settlement documents by the City of Ouray City Council the parties will seek to make the settlement agreement an order of the Court and to dismiss the case in accordance with the terms of their agreement.
6. In light of the Parties' settlement in principle, and in accordance with C.R.C.P. 121 § 1-11 and 1-15, the Parties respectfully give Notice to the Court of their settlement, and request the Court, to vacate the pre-trial readiness conference scheduled for April 20, 2026 at 9:00 a.m. MDT, to vacate the trial dates May 4, 2026 through May 6, 2026 and that all other existing deadlines in this case (e.g.: discovery deadlines, deposition dates, motion practice deadlines, etc.), be stayed to allow time for the Parties to complete performance of the settlement agreement.
7. In the event the settlement is not approved by the City Council, the Parties reserve all rights and will contact the Court to set a status conference.

Submitted this 10th day of April, 2026.

DUFFORD WALDECK, LLP

/s/ Christopher G. McAnany

Christopher G. McAnany, #21962
Attorney for Plaintiff Ouray Homes, LLC

KARP NEU HANLON, P.C.

/s/ Michael J. Sawyer

James F. Fosnaught, Esq., #31820
Shoshana Rosenthal, Esq., #48856
Attorney for City of Ouray

DIETZE AND DAVIS, P.C.

/s/ Gabriella Stockmayer

Star L. Waring, Esq., #10009
Gabriella Stockmayer, Esq., #43770
Attorney for Little Switzerland, LLC

CERTIFICATE OF SERVICE

I certify that on April 10, 2026, a copy of this **NOTICE OF SETTLEMENT AND JOINT MOTION TO VACATE TRIAL AND STAY ALL DEADLINES** was electronically filed and served upon all parties via the Colorado Courts E-Filing System.

Attorneys for City of Ouray:

James F. Fosnaught, Esq., #31820

Shoshana Rosenthal, Esq., #48856

Karp Neu Hanlon, P.C.

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P.O. Drawer 2030

Glenwood Springs, CO 81602

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Email: jff@mountainlawfirm.com; sr@mountainlawfirm.com

Attorney for Plaintiff Ouray Homes, LLC:

Christopher G. McAnanay, # 21962

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Telephone: (970) 241-5500;

Fax: (970) 243-7738

E-mail: mcananay@dwmk.com; dwmk@dwmk.com

/s/Gabriella Stockmayer

Gabriella Stockmayer

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into as of this 21st day of April, 2026 (the “Effective Date”) between Ouray Homes, LLC, a Colorado limited liability company, whose mailing address is P.O. Box 4222, Telluride, CO 81435 (“Ouray Homes”), the City of Ouray (“City”), a Colorado municipal corporation, whose mailing address is P.O. Box 468, Ouray, CO 81427, and Little Switzerland, LLC, a Colorado limited liability company, whose mailing address is 5856 South Lowell Blvd., #32-201, Littleton, CO 80123 (“Little Switzerland”). The term the “Parties” shall refer collectively to all parties to this Agreement.

RECITALS

1. In April 2022, Ouray Homes purchased property located in Ouray Waterview Subdivision Lot 2 Lot Split consisting of Lots 2A and 2B, in the City of Ouray, Colorado, also known respectively as 250 and 251 Uncompahgre Street (respectively, “Lot 2A” and “Lot 2B”, and together, the “Property”).
2. In November 2024, City approved the Ouray Waterview Homes PUD, recorded in Ouray County at Reception No. 238224 (the “PUD”), affecting the Property. Pursuant to the PUD, Lot 2B of the Property has been subdivided into various tracts and lots, whereas Lot 2A remained as a single tract.
3. Ouray Homes has constructed a residential housing development on former Lot 2B. Lot 2A is expected to be developed in “Phase 2” of the project.
4. Little Switzerland is an owner of water rights (“Water Rights”) which have historically been conveyed through the Church Ditch No. 2 and Heath Ditch (collectively, the “Heath Ditch”).
5. The Parties do not dispute that the Heath Ditch has crossed the Property since at least the early 1970’s, and Grantee’s position is the Heath Ditch has crossed the Property for over a century.
6. The Parties recognize that Little Switzerland has a historic right to access, maintain, and operate the Ditch over, under, and across portions of the Property pursuant to longstanding principals of applicable Colorado law (the “Historic Easement”).
7. In addition, Little Switzerland and its predecessors-in-interest have used for decades a return ditch which crosses the Property in the vicinity of the boundary between Lots 2A and 2B and flows generally westward to the Uncompahgre River (the “Return Ditch”). Both the Heath Ditch and Return Ditch shall be referred to jointly herein as the “Ditches.”
8. During the course of development of the Property, a dispute arose with regard to the Ditches.
9. City and Ouray Homes, as Plaintiffs, filed a Declaratory Judgment action against Little Switzerland, as Defendant, and Defendant has asserted counterclaims against City and Ouray

Homes, which is currently pending in Ouray County District Court as Case No. 2024CV30020 (the “Action”).

10. In connection with the Action, Little Switzerland caused to be recorded a Notice of Lis Pendens in Ouray County, at Reception No. 240969.
11. Without any admissions or representations as to liability, the Parties have reached a complete settlement of all matters related to the Ditches located on the Property, the Action, Notice of Lis Pendens, and all other matters that have or could have been raised in the Action (hereinafter “Dispute”), and wish to release each other from any and all liability and claims existing or that may exist arising out of this Dispute. They wish to set forth the terms of settlement in a full and binding Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, and for value received, the Parties agree as follows:

- 1. Payment by Ouray Homes and City.** Ouray Homes shall pay seventy-two thousand five hundred dollars (\$72,500) and City shall pay twenty-two thousand five hundred dollars (\$22,500) for a total of ninety-five thousand dollars (\$95,000) (“Payment”) to Little Switzerland to be used for design and construction of the Pipeline as that term is defined under Section 2. The Payment shall be made in good funds as follows:
 - a. On the Effective Date, City shall pay Little Switzerland twenty-two thousand five hundred dollars (\$22,500) and Ouray Homes shall pay Little Switzerland seven thousand five hundred dollars (\$7,500) for a total of thirty thousand dollars (\$30,000) (“First Payment”). Upon payment by the City of its portion of the First Payment, City’s obligations to make payments under this Settlement Agreement are fully satisfied.
 - b. No later than thirty (30) days from the Effective Date, Ouray Homes shall deliver to Little Switzerland the remaining sixty-five thousand dollars (\$65,000) (“Remaining Payment”).
- 2. Piping of the Heath Ditch on the Property.**
 - a. Subject to approval by the Division Engineer for Water Division 4, Little Switzerland will design and construct an extension of the underground Heath Ditch pipeline northward from the existing terminus of the pipe to the northernmost Property boundary, together with all necessary related improvements (hereinafter the “Pipeline”). The Pipeline will be located in the Permanent Easements, as that term is defined below in Section 4 and in **Exhibits A and B** hereto, which are expressly incorporated by reference hereon.

- b. The extent of construction and the specifications, as well as of tree removal within the Easements, as that term is defined below in Section 4, needed for the Pipeline, shall be determined solely by Little Switzerland.
- c. Little Switzerland may use fill material presently located on Lot 2A in a stockpile in an amount not to exceed three hundred (300) cubic yards for the construction of the Pipeline on, under, and across the Property. Little Switzerland shall track and report to Ouray Homes in writing the estimated volume of all such fill it uses.
- d. Ouray Homes and Little Switzerland agree to coordinate in good faith on Ouray Homes contributions toward construction materials provided for in this Section and in completion of the construction and installation of the Pipeline.
- e. Promptly upon request of Ouray Homes, but only to the extent that any grant funds require such documentation, Little Switzerland shall provide copies of receipts and invoices documenting costs incurred for the construction of the Pipeline.
- f. The Pipeline shall be completed no later than eighteen (18) months from the Effective Date of this Settlement Agreement (the "Completion Deadline").
- g. Work will commence as soon as reasonably practicable after the 2026 irrigation season, as solely determined by Little Switzerland under the circumstances.
- h. The Pipeline will include closing off the overflow out of the concrete box into the Return Ditch, thereby obviating Little Switzerland's need to discharge water from the Heath Ditch into the Return Ditch. Little Switzerland may continue to utilize the structure to access the Heath Ditch as a clean-out point.

3. Abandonment of the Return Ditch and Return Ditch Easement.

- a. Upon completion of the Pipeline, the Parties will execute the necessary documents to abandon the Return Ditch easement.
- b. Execution of the documents to accomplish the abandonment of the Return Ditch easement shall be completed and executed by all Parties no later than the Completion Deadline established in Section 2.

4. Heath Ditch Easements.

- a. Ouray Homes, with the approval of the City, shall convey to Little Switzerland on the Effective Date of the Settlement Agreement, three easements located on Lot 2A of the Property: (i) a Permanent Easement for the Heath Ditch fifteen (15) feet in width, (ii) an Additional Easement to facilitate use of the Permanent Easement 10 feet in width, and (iii) a temporary construction staging easement. The easements shall be conveyed by Easement Agreement substantially in the form attached hereto as **Exhibit A**.

- b. In addition, the City and Ouray Homes shall convey to Little Switzerland on the Effective Date of the Settlement Agreement, two easements located on former Lot 2B, specifically on Tract A Open Space and Lot 22 thereof: (i) a Permanent Easement for the Heath Ditch 15 feet in width, and (ii) an Additional Easement to facilitate use of the Permanent Easement 10 feet in width. The easements shall be conveyed by Easement Agreement substantially in the form attached hereto as **Exhibit B**.
- c. The five (5) easements to be conveyed to Little Switzerland pursuant to this Section 4 shall be referred to collectively as the “Easements.”
- d. The Easements under this Section 4 shall run with the land, bind all future owners of the subject portions of the Property, and inure to the benefit of Little Switzerland, its heirs, successors, and assigns. The Temporary Easement described in Exhibit A will terminate pursuant to the terms described in that document.

5. Removal of Trees within the Existing Heath Ditch.

- a. Within ninety (90) days of the Effective Date of this Settlement Agreement, or sooner if it is determined by the City’s Park Director that the trees can be moved without unreasonably risking tree mortality, Ouray Homes and the City will remove all trees that were planted as part of the Landscaping Plan for the development within the Permanent Easement and Additional Easement on Tract A Open Space and Lot 22 of the Property.
- b. If Ouray Homes and the City do not remove the trees within such time, Little Switzerland may, upon thirty (30) days’ notice to the City and Ouray Homes, remove the trees and bill Ouray Homes and the City for the actual costs of removal. The City and Ouray Homes shall pay the cost of removal within thirty (30) days of receiving the bill.
- c. Removal of the trees from the Easements will not require further approval from Little Switzerland; however, Ouray Homes and the City shall give Little Switzerland three (3) business days’ notice of any removal activities. Little Switzerland agrees to release City and Ouray Homes from any and all claims arising from the removal of the trees, except for claims arising from negligence or willful misconduct on the part of the City and Ouray Homes.

6. Maintenance of the Heath Ditch. Little Switzerland is solely responsible for future maintenance of the Heath Ditch.

7. Maintenance of the Return Ditch Prior to Abandonment.

- a. Until the Return Ditch is abandoned pursuant to Section 3, the City shall maintain the 24-inch culvert in the Return Ditch and the culvert under the River Trail.

- b. The City's maintenance responsibilities are limited to ensuring that the culvert is unobstructed and do not extend to replacement of any culvert; provided, however, if Little Switzerland's obligation to construct the Pipeline is suspended due to Ouray Homes's default of payments owed hereunder pursuant to Section 11 beyond the Completion Deadline under Section 2, and repair and/or replacement of the 24-inch culvert in the Return Ditch is needed during such time, the City shall be responsible for the same.
- c. The City may, in its sole discretion and without any further approval from Little Switzerland, replace the culvert under the River Trail with a similar size culvert. Little Switzerland shall maintain all other portions of the Return Ditch outside of the two culverts maintained by the City.
- d. The Parties shall coordinate in good faith to ensure there is no unreasonable interference with Little Switzerland's use of the Return Ditch.

8. Mutual Release of Claims.

a. Except for obligations arising under this Settlement Agreement, Ouray Homes, for itself and its successors, assigns, parents, trusts, trustees, businesses, accounts, subsidiaries, affiliates, members, managers, shareholders, principals, agents, attorneys, insurers, employees, and anyone claiming through them ("the "OH Parties"), hereby generally, irrevocably and unconditionally, releases, acquits and forever discharges Little Switzerland and its successors, assigns, parents, trusts, trustees, businesses, accounts, subsidiaries, affiliates, members, managers, shareholders, principals, agents, attorneys, insurers, and employees (the "LS Parties"), from any and all claims, obligations, expenses, liabilities, actions and causes of action of every kind whatsoever, relating to the Dispute or arising from any other events, occurrences, or transactions through the Effective Date, whether known or unknown, foreseen or unforeseen, liquidated or contingent, currently existing or arising in the future, including any and all claims that were made or could have been made in the Action.

b. Except for obligations arising under this Settlement Agreement, the City of Ouray for itself and its successors, assigns, parents, trusts, trustees, businesses, accounts, subsidiaries, affiliates, members, managers, shareholders, principals, agents, attorneys, insurers, employees, and anyone claiming through them (the "City Parties"), hereby generally, irrevocably and unconditionally, releases, acquits and forever discharges Little Switzerland and the LS Parties, from any and all claims, obligations, expenses, liabilities, actions and causes of action of every kind whatsoever, relating to the Dispute or arising from any other events, occurrences, or transactions through the Effective Date, whether known or unknown, foreseen or unforeseen, liquidated or contingent, currently existing or arising in the future, including any and all claims that were made or could have been made in the Action.

c. Except for obligations arising under this Settlement Agreement, Little Switzerland, for itself and the LS Parties, hereby generally, irrevocably and unconditionally, releases, acquits and forever discharges Ouray Homes and the OH Parties and the City and the City Parties, from any and all claims, obligations, expenses, liabilities, actions and causes of action

of every kind whatsoever, relating to the Dispute or arising from any other events, occurrences, or transactions through the Effective Date, whether known or unknown, foreseen or unforeseen, liquidated or contingent, currently existing or arising in the future, including any and all claims that were made or could have been made in the Action.

9. Dismissal of Parties' Claims in the Action.

- a. Promptly following execution of the Settlement Agreement and delivery of the Initial Payment, the Parties will request that the Settlement Agreement be made an order of the Court in the Action.
- b. Promptly after delivery to Little Switzerland of the Remaining Payment, the Parties will dismiss all claims and counterclaims with prejudice, each party to pay its own attorney fees and costs.

10. Release of Lis Pendens. Concurrently with the dismissal of all claims and counterclaims pursuant to Section 9, Little Switzerland shall file a motion with the Court for an order releasing and forever discharging the Property from the filed Lis Pendens. The order shall be recorded in Ouray County public records.

11. Default of Payment Obligations.

- a. In the event of any breach of the payment obligations in Section 1 or Section 2 of this Settlement Agreement prior to dismissal, Little Switzerland may move to enforce the Settlement Agreement against the defaulting party and the Court shall enter judgment against the defaulting party or parties in the full amount of the payment deficiency, together with pre- and post-judgment interest and reasonable attorney fees and court costs incurred in seeking enforcement.
- b. In the event of default under this Section 11, the obligation of Little Switzerland to construct the Pipeline shall be suspended until such time as any resulting judgment is fully satisfied.

12. Remedies. In the event of any breach of this Settlement Agreement the non-breaching Party may seek enforcement in an action for specific performance, recovery of actual damages, or both as may fit the circumstances. In any such action for breach no Party shall be liable to any other Party for consequential damages, lost profits, or for remote, unforeseen, or speculative damages or losses.

13. Non-Disparagement. The parties agree that they shall not make any statement, whether oral or written, that characterizes or describes the negotiation or resolution of this matter in a manner that is derogatory or disparaging to a Party, or inconsistent with the terms of the Settlement Agreement. If asked about the dispute or its resolution, the Parties agree to limit any response to the following (or words to similar effect): "The matter has been resolved to the satisfaction of the Parties."

14. Notice. For any notice required under this Agreement, the parties shall send notice by First Class U.S. Mail to the addresses listed above. Any party hereto may change their address for notice purposes by sending the other parties a substitute mailing address by First Class U.S. Mail.

15. Time of the Essence. Time is of the essence to this Agreement.

16. Additional Provisions.

- a. Each Party has the full power and authority to execute, deliver, and perform this Agreement and has been duly authorized to do so.
- b. Each Party has not sold, assigned, or otherwise transferred any interest in the claims, demands, actions, causes of action, or rights that are the subject of this Agreement to any person or entity. Each Party agrees to defend and indemnify the other if any claim or defense has been assigned.
- c. Each Party has read this Agreement and fully understands its contents, and executes this Agreement wholly upon his, her or its own volition, individual judgment, belief, and knowledge, upon the advice of counsel or having had the opportunity to consult counsel, and this Agreement is made without reliance upon any statement or representation of any other party, except those representations and warranties expressed in this Agreement.
- d. The Parties understand and agree that this Agreement and its terms are contractual and are not mere recitals. They also understand and agree that this Agreement shall be final and binding upon them, their heirs, successors and assigns.
- e. This Agreement shall not be modified, amended, or revoked except by a writing that sets forth such changes and that is signed by all Parties.
- f. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Colorado. In case any one or more of the provisions and/or clauses of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and/or clauses contained herein shall not in any way be affected or impaired thereby. Further, any clause and/or provision found to be invalid, illegal or unenforceable shall be deemed, without further action on the part of the parties hereto, to be modified, amended and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable.
- g. In the event of legal action taken to enforce the Settlement Agreement, the Court shall award to the substantially prevailing party its reasonable attorney fees and costs. The sole venue and jurisdiction for any dispute arising under the Settlement Agreement is the Ouray County District Court.

- h. In the event of any conflict between the terms of the Settlement Agreement and the easement agreements specified in Section 4, above, the easement agreements shall control.
- i. This Agreement shall not be construed against the party preparing it, but shall be construed as if it were prepared jointly by all persons and entities affected thereby, and any uncertainty or ambiguity, or both, shall not be interpreted against any such person or entity.
- j. This Agreement and any Exhibits thereto are hereby expressly incorporated herein and made a part of the Agreement. The Agreement and the Exhibits thereto contain the entire agreement between the Parties and supersede any and all prior written and/or oral agreements.
- k. This Agreement may be executed in counterparts, in which case all such counterparts shall constitute one and the same Agreement. Executed signature pages transmitted by facsimile or PDF attached to e-mail will be as binding as original signatures.
- l. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101.
- m. No term or condition of this Agreement shall be construed or interpreted as creating a partnership between the City and any other party hereto.
- n. The Parties agree that they will cooperate with one another in good faith in the prompt execution and/or delivery of any other or supplemental documents as needed to give full effect to all terms of this Settlement Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their duly authorized representatives as of the Effective Date.

OURAY HOMES, LLC

Signature: *Paul Major*
Paul Major (Apr 10, 2026 16:29:20 MDT)
Paul Major, Manager

CITY OF OURAY

Signature: _____
Michelle Mettter, City Administrator

LITTLE SWITZERLAND, LLC

Signature: *Robert J. Hooke*
Robert J. Hooke (Apr 10, 2026 16:05:08 MDT)
Robert J. Hooke, Manager

Exhibit A

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of April, 2026, between OURAY HOMES, LLC, a Colorado limited liability company, whose mailing address is P.O. Box 4222, Telluride, CO 81435 (“Ouray Homes”) (“Grantor”), and LITTLE SWITZERLAND, LLC, a Colorado limited liability company, whose mailing address is 5856 South Lowell Blvd., #32-201, Littleton, CO 80123 (“Grantee”).

RECITALS

WHEREAS, in November 2024 the City of Ouray, Colorado (the “City”), approved the Ouray Waterview Homes PUD, recorded in Ouray County at Reception No. 238224 (the “PUD”), affecting certain real property owned by Ouray Homes;

WHEREAS, Ouray Homes owns record title to Parcel 2A described on the PUD (“Property”);

WHEREAS, Grantee is an owner of water rights (“Water Rights”) which have historically been conveyed through the Church Ditch No. 2 and Heath Ditch (collectively, the “Ditch”);

WHEREAS, the Parties do not dispute that the Ditch has crossed the Property since at least the early 1970’s, and Grantee’s position is the Ditch has crossed the Property for over a century;

WHEREAS, the Parties recognize that Grantee has a historic right to access, maintain, and operate the Ditch over, under, and across portions of the Property pursuant to longstanding principals of applicable Colorado law (the “Historic Easement”);

WHEREAS, City and Ouray Homes, as Plaintiffs, filed a Declaratory Judgment action against Grantee, as Defendant, currently pending in Ouray County District Court as Case No. 2024CV30020 (the “Litigation”);

WHEREAS, the Parties have executed a Settlement Agreement resolving the Litigation and this Agreement is executed in conjunction with the Settlement Agreement;

WHEREAS, the Parties have agreed that Grantee will design and construct an extension of the Ditch pipeline northward from the existing terminus of the pipe to the northernmost boundary of the Property (the “Pipeline”);

WHEREAS, Grantor hereby memorializes, grants and conveys easements to Grantee for the continued use of the Ditch in, through, under, and across the Property upon the terms and conditions set forth below, in the location(s) identified on **Exhibit A** attached hereto and incorporated herein by this reference, and as more particularly described in paragraph 1 below;

WHEREAS, City whose mailing address is P.O. Box 468, Ouray, CO 81427 has approved the form of this Agreement;

Exhibit A

IN CONSIDERATION OF THE FOREGOING RECITALS, which constitute material terms of this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys without warranty to Grantee, its successors and assigns, the following permanent, non-exclusive easements (collectively the “Easements”):

a. The Permanent Easement which shall be fifteen (15) feet wide, extending west from the eastern boundary of the Property, in, through, under, and across the Property identified as the Permanent Easement on **Exhibit A** for the purpose of conveying water in the Ditch, as well as accessing, inspecting, constructing, maintaining, operating, repairing, replacing, and/or emergency activities related to the Ditch (the “Permanent Easement”).

b. The Additional Easement which shall be an additional ten feet (10) in width adjacent to the west of the Permanent Easement across the Property identified as the Additional Easement on **Exhibit A** for access and staging of materials to carry out those activities allowed in the Permanent Easement, (the “Additional Easement”). Where necessary, Grantee may reasonably use the sub-surface of the Additional Easement to access the Pipeline within the Permanent Easement, or modify or alter improvements located within the Additional Easement, to the extent Grantee complies with Sections 6 and 7 herein. Use of the Additional Easement shall be limited to the periods of time reasonably necessary for these purposes, as determined in Grantee’s reasonable discretion. Grantee shall give Grantor 24 hours prior notice of use of the Additional Easement for any non-emergency work; provided, however, that if non-emergency work requires use of the Additional Easement for more than one (1) day, Grantee shall provide the Grantor not less than three (3) days’ advance written notice. For emergency work Grantee shall give Grantor notice as soon as practicable. The Ditch cannot be extended or relocated into the Additional Easement.

2. In addition, Grantor hereby grants and conveys to Grantee a temporary easement for the purpose of staging materials needed to pipe the Ditch, in an area located in the northeastern corner of the Property, as generally depicted in the attached **Exhibit A** (the “Temporary Easement”) attached hereto and incorporated herein by this reference. As a result of Grantee’s use of the Temporary Easement, no trees may be removed from the area burdened by the Temporary Easement, Grantee shall use caution so as not to damage landscaping that may be located therein, and the north gate must remain locked and access must not be blocked to the Property. The Temporary Easement shall expire automatically upon the completion of the Pipeline and upon request, Grantee will execute an acknowledgment thereof within 5 days.

3. The grant of the foregoing Easements to Grantee is subject to Grantor’s reservation, for itself its successors and assigns, of a right of vehicular, pedestrian and utility access over and across the Permanent Easement and Additional Easement in a location generally coinciding with the existing gate and culvert near the northeast corner of the Property, which right of access is as depicted in **Exhibit A** (The “Alternate Access”); provided, however, Grantor’s improvements to and/or use of the Alternate Access as reserved hereby shall not damage or impair the use of the Pipeline or other ditch improvements installed by Grantee within the Permanent Easement. Grantee agrees to promptly restore any surface disturbed by its installation of the

Exhibit A

Pipeline or other ditch improvements in or near the Alternate Access to a condition substantially similar to the condition existing prior to disturbance. Grantor agrees that prior to making any future access and utility improvements or modifications to the Alternate Access, Grantor will provide Grantee with engineered plans and specifications for the same for its review and consent, which consent shall not be unreasonably withheld. In the event a dispute about Grantor's engineered plans and specifications arises, Grantor's engineer and Grantee's engineer shall meet within 14 days and attempt to find a resolution to the dispute. In the event that a resolution of the dispute about Grantor's engineered plans and specifications cannot be achieved by the engineers, the dispute shall be resolved as follows: (a) within 7 days Grantor and Grantee shall each appoint one civil engineer (who is different than the engineer who prepared or reviewed the plans and specifications) to sit on an arbitration panel ("Initial Arbitration Panel"); (b) within 21 days, the Parties shall submit materials to the Initial Arbitration Panel related to the dispute; (c) if the Initial Arbitration Panel deems it necessary to hold a hearing to determine the matter, no later than 7 days after receipt of the materials under subpart (b) hereof, the two engineers shall appoint a third civil engineer who has not previously or currently represented Grantor or Grantee from a list of four names – two submitted by Grantor and two submitted by Grantee, together with the Initial Arbitration Panel this shall comprise the "Final Arbitration Panel", and the Final Arbitration Panel shall hold a hearing within 21 days thereafter; (d) the Final Arbitration Panel shall issue a final decision including plans and specifications for access and utility improvements within the Easements within 45 days of the Arbitration Panel being formed, or alternatively, if no hearing is held, the Initial Arbitration Panel shall issue the same within 45 days of receipt of materials related to the Dispute. The decision of either Arbitration Panel shall be binding with no right of appeal. The costs of the Arbitration Panels shall be paid equally by Grantor and Grantee. Grantor shall also notify Grantee prior to the construction of such improvements. In addition, Grantor agrees to provide Grantee with as-built drawings showing the work performed promptly following its completion. In the event, Grantor's improvements to and/or use of the Alternate Access as reserved hereby damage or impair the use of the Pipeline or other ditch improvements installed by Grantee, Grantor shall promptly repair the same at its sole cost and expense. If Grantor does not repair the damage within thirty (30) days, Grantee may repair the damage and bill Grantor for its actual costs. Grantor shall pay the costs of repair within thirty (30) days of receiving a bill for the same from Grantor. For the avoidance of any doubt, the right of co-use reserved by Grantor in this Section 3 shall not impair or unreasonably interfere with the Easements granted in this Agreement.

4. Grantor further grants to Grantee the reasonable right to ingress and egress over and across public roadways and walkways on Lot 2A to access the Easements for the purpose of exercising the rights herein granted. If Grantee requires using public roadways and walkways in a manner that will require restrictions on use of those facilities by the public, Grantee shall give the City three (3) business days' notice and coordinate the safety requirements for use (which may include, but are not limited to, flagging, barriers, and traffic control personnel). In no instance shall Grantee's use of public roadways and walkways prevent emergency vehicles from being able to access Lot 2A and provide safety functions. Nothing in this Agreement shall be deemed to impair City police powers pertaining to traffic control on public roadways. City may install traffic improvements within the public roads on the Property that are not located in the Easements without obtaining any approvals from Grantee. In the event that Grantee, in exercising its rights pursuant to this Section 4, damages any public roadways or walkways (including curb, gutters, and pavement), Grantee shall repair the damage to the public roadways and walkways within thirty (30) days to a condition consistent with the state of such improvement immediately prior to the

Exhibit A

damage occurring. If Grantee does not repair the damage within 30 days, City may repair the damage and bill Grantee for its actual costs. Grantee shall pay the costs of repair within thirty (30) days of receiving a bill for the same from Grantor. To the maximum extent practicable, Grantee shall avoid disruption to Lot 2A in exercising rights granted under this Section 4.

5. Except for the Temporary Easement, Grantee shall have the right to cut, trim, control, and remove trees, brush and other obstructions located within the Easements which may impair or unreasonably interfere with Grantee's use, occupation, or enjoyment of the Easements or its right to access, inspect, construct, maintain, operate, repair, replace, and/or conduct emergency activities of the Ditch, without liability for any damages to improvements in the Easements arising therefrom.

6. Except as otherwise provided herein including the reservation of rights in Section 3, Grantor shall not place any permanent improvements, structures, or fences on the area included within the Easements. Grantor may place Xeriscape type landscaping, but any landscaping installed in the Easements may be removed by Grantee as needed to exercise its rights provided for herein, without payment of compensation to Grantor. If Grantor improperly places any items or improvements in the Easements, Grantee shall first notify Grantor, or if Grantor conveys any portion of the Easement Property to the City, the City Administrator, who shall provide the notice to any other owners of the impacted area, and if not removed after thirty (30) days may remove them without liability for damages to the Easements arising therefrom and bill Grantor or its successor(s) who own the affected area for its actual costs for the removal. Grantee shall not be responsible to replace such improvements in the Easements after it has exercised its rights under this Agreement. Grantor shall pay the costs of removal within thirty (30) days of receiving a bill for the same from Grantee.

7. Without prior specific written permission from Grantee, which permission shall not be unreasonably withheld, Grantor may not install any temporary improvements, including, but not limited to, replaceable objects such as yard lights, mail boxes, signs, flowers, or plants, within the Easements. If, in the process of exercising one or more of the rights described in this Agreement, Grantee finds it necessary to remove any of the previously described temporary improvements which have been improperly placed or planted on the Easements by Grantor, Grantee shall first notify Grantor or if Grantor conveys any portion of the Easement Property to the City, the City Administrator, who shall provide the notice to any other owners of the impacted area,, and if not removed after thirty (30) days, may remove them without liability for damages arising therefrom and bill Grantor or its successor(s) who own the affected area for its actual costs of removal. . Grantee shall not be responsible to replace such items after it has exercised its rights under this Agreement. Grantor shall pay the costs of removal within thirty (30) days of receiving a bill for the same from Grantee.

8. Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for, any of the Ditch facilities located within the Permanent Easement or change the grade or ground level of the Permanent Easement without the prior written consent of Grantee. The Parties acknowledge that reasonable alterations to cover, support, or grades may be made pursuant to Section 3, above.

Exhibit A

9. Grantor retains the right to co-use of the Easements insofar as such use is consistent with the terms of this Agreement and does not impair or unreasonably interfere with Grantee's use of the Easements. Grantor and its successors, assigns, together with any licensees or guests, agree to release Grantee from any and all claims arising from the construction, installation, use, maintenance, repair, replacement, operations or other acts associated with the Pipeline or other Ditch improvements on the Easements, except for claims arising from breach of this Agreement, negligence, or willful misconduct on the part of Grantee.

10. Grantor warrants that it has full right and lawful authority to make the grant contained herein. Grantor further affirmatively represents that the PUD identifies all easements of record located within the Easements that are known to Grantor, and further that, Grantor has not conveyed any other easement interests over, under, and across the Easements since it took ownership of the Property. The Parties recognize that there may be other easements or encroachments as of the date of this Agreement that affect the Easements.

11. Grantor and Grantee agree and affirm that as between Grantor and Grantee this Agreement constitutes the full agreement of the Parties as to the right to use the Property related to the Ditch. Grantor acknowledges and affirms that Grantee's Historic Easement rights related to the Ditch predate the PUD and may be senior to other uses of the Property (e.g. utilities) which may cross or intersect with the Easements. Grantor agrees that as to third parties who are not signatories to this Agreement, Grantee reserves all rights in the Historic Easement including the priority of when such Historic Easement rights were established and may assert such Historic Easement rights against third parties. To the degree consistent with this Section 11, as additional consideration for the conveyance of the Easements, Grantee hereby abandons and relinquishes all previously existing easements of record for the Ditch which may encumber the Property. Grantee also abandons and relinquishes that portion of the Heath Ditch Historic Easement located outside of the area included in the Easements as specifically described in Section 1.

12. The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements contained herein, or the failure of a Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by a Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

13. If Grantee expressly abandons the Ditch located on the Permanent Easement in writing, it shall promptly execute and deliver to Grantor a written release of this Agreement.

14. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

15. Each and every one of the benefits and burdens of this Agreement shall run with the land and inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto. This Agreement may be recorded with the Ouray County Clerk and Recorder.

Exhibit A

16. Grantor reserves the right to grant further easement interests over, under and across the Easements, specifically, and the surrounding property, generally, that do not impair or unreasonably interfere with the Easements granted herein, the Ditch, or the Pipeline, to other utilities and grantees, after reasonable conferral with Grantee.

17. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over the terms and conditions of this Agreement, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of Ouray County, Colorado. In the event of legal action taken to enforce the Agreement, the court shall award to the prevailing party its reasonable attorney fees and costs.

18. The above and foregoing constitute the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto, with respect to the subject matter of this Agreement.

19. In the event of any conflict between the terms of this Agreement and the Settlement Agreement between the Parties, the terms of this Agreement shall control and supersede.

20. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101.

21. No term or condition of this Agreement shall be construed or interpreted as creating a partnership between the City and any other party hereto.

22. For any notice required under this Agreement, the parties shall send notice by First Class U.S. Mail to the addresses listed above. Any party hereto may change their address for notice purposes by sending the other parties a substitute mailing address by First Class U.S. Mail.

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

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

Exhibit A

GRANTOR:

OURAY HOMES, LLC, a Colorado limited liability company

By: _____
Paul Major, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
by Paul Major as Manager of Ouray Homes, LLC.

Witness my hand and official seal:

My commission expires: _____

Notary Public

Exhibit A

GRANTEE:

LITTLE SWITZERLAND, LLC, a Colorado limited liability company

By: _____
Robert J. Hooke, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Rob Hooke as Manager of Little Switzerland, LLC.

Witness my hand and official seal:

My commission expires:

Notary Public

Approved as to form:

THE CITY OF OURAY

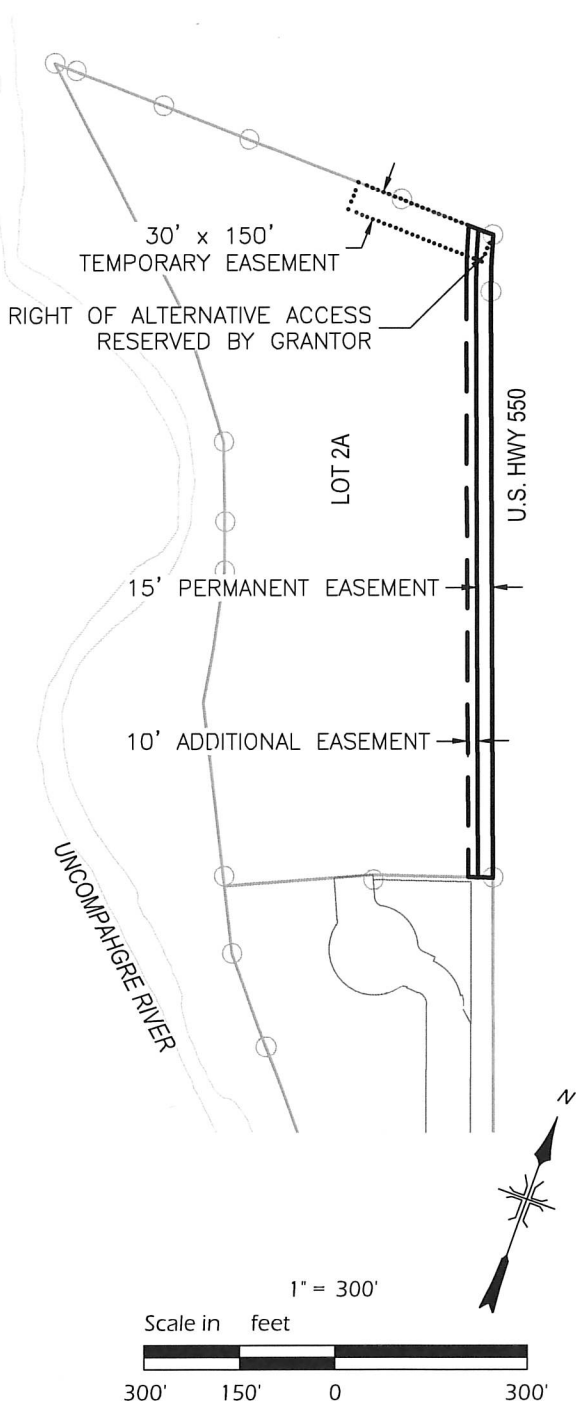
By: _____
Michael Underwood, Mayor

Attest:

By: _____, City Clerk
Date: _____

CHURCH DITCH NO. 2 & HEATH DITCH EASEMENTS

CITY OF OURAY, COUNTY OF OURAY, STATE OF COLORADO



15 FOOT PERMANENT EASEMENT

BEING A 15 FOOT WIDE EASEMENT ACROSS LOT 2A OF THE "OURAY WATERVIEW SUBDIVISION LOT 2 SPLIT" AS RECORDED IN THE OURAY COUNTY PUBLIC RECORDS AT RECEPTION NO. 211406.

BEING MORE PARTICULARLY DESCRIBED AS:
THE EASTERLY 15 FEET OF SAID LOT 2A.

ADDITIONAL EASEMENT

BEING 10 FOOT WIDE ADDITIONAL EASEMENT ACROSS LOT 2A OF THE "OURAY WATERVIEW SUBDIVISION LOT 2 SPLIT" AS RECORDED IN THE OURAY COUNTY PUBLIC RECORDS AT RECEPTION NO. 211406;

BEING MORE PARTICULARLY DESCRIBED AS:
THE WESTERLY 10 FEET OF THE EASTERLY 25 FEET OF SAID LOT 2A.

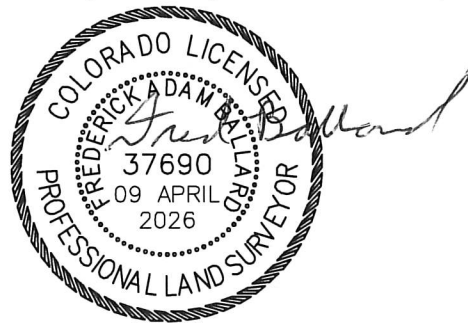
TEMPORARY EASEMENT

BEING 30 FOOT WIDE EASEMENT ACROSS LOT 2A OF THE "OURAY WATERVIEW SUBDIVISION LOT 2 SPLIT" AS RECORDED IN THE OURAY COUNTY PUBLIC RECORDS AT RECEPTION NO. 211406;


BEING MORE PARTICULARLY DESCRIBED AS:
A 30 FOOT WIDE STRIP OF LAND BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2A AND EXTENDING WESTERLY A DISTANCE OF 150 FEET ALONG THE NORTHERN BOUNDARY OF SAID LOT 2A WITH THE SOUTHERN BOUNDARY OF SAID EASEMENT BEING 30 FEET DISTANT FROM AND PARALLEL TO THE NORTHERN BOUNDARY OF SAID LOT 2A.

NOTE:

Sidelines of easements are shortened or lengthened to meet at angle points and to begin and terminate on easement, Right-of-Way, centerlines and property lines.



FREDERICK BALLARD, PLS 37690
for and on behalf of
Del-Mont Consultants, Inc.
125 Colorado Ave.
Montrose, CO 81401

 DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING <small>125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 www.del-mont.com service@del-mont.com</small>	
DESIGNED BY:	SCALE:
MGW/NB	
CHECKED BY:	FILE NAME:
	25194V_BNDY

**CHURCH DITCH NO. 2
& HEATH DITCH EASEMENTS**

OURAY COUNTY, COLORADO

D.M. JOB NO.:	25194
DATE ISSUED:	2026-04-09
SHEET:	1 of 1

Exhibit B

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of April, 2026, by and among CITY OF OURAY, a Colorado municipal corporation, whose mailing address is P.O. Box 468, Ouray, CO 81427 (“City”), and OURAY HOMES, LLC, a Colorado limited liability company, whose mailing address is P.O. Box 4222, Telluride, CO 81435 (“Ouray Homes”) (collectively “Grantor”), and LITTLE SWITZERLAND, LLC, a Colorado limited liability company, whose mailing address is 5856 South Lowell Blvd., #32-201, Littleton, CO 80123 (“Grantee”).

RECITALS

WHEREAS, in November 2024 City approved the Ouray Waterview Homes PUD, recorded in Ouray County at Reception No. 238224 (the “PUD”), affecting certain real property then owned by Ouray Homes, LLC, a Colorado limited liability company;

WHEREAS, pursuant to the “General Dedication” language included the PUD, City has an ownership interest in the Namichi Way Right of Way described thereon and a prospective interest in the Tract A Open Space described thereon;

WHEREAS, Ouray Homes owns record title to Tract A Open Space and Lot 22 described on the PUD;

WHEREAS, Tract A Open Space and Lot 22 according to the PUD are collectively referred to herein as the “Property,” and the entire Lot 2B depicted in the PUD is referred to herein as “Lot 2B”;

WHEREAS, Grantee is an owner of water rights (“Water Rights”) which have historically been conveyed through the Church Ditch No. 2 and Heath Ditch (collectively, the “Ditch”);

WHEREAS, the Parties do not dispute that the Ditch has crossed the Property since at least the early 1970’s, and Grantee’s position is the Ditch has crossed the Property for over a century;

WHEREAS, the Parties recognize that Grantee has a historic right to access, maintain, and operate the Ditch over, under, and across portions of the Property pursuant to longstanding principals of applicable Colorado law (the “Historic Easement”);

WHEREAS, City and Ouray Homes, as Plaintiffs, filed a Declaratory Judgment action against Grantee, as Defendant, currently pending in Ouray County District Court as Case No. 2024CV30020 (the “Litigation”);

WHEREAS, the Parties have executed a Settlement Agreement resolving the Litigation and this Agreement is executed in conjunction with the Settlement Agreement;

Exhibit B

WHEREAS, the parties have agreed that Grantee will design and construct an extension of the Ditch pipeline northward from the existing terminus of the pipe to the northernmost boundary of the Property (the “Pipeline”);

WHEREAS, Grantor hereby memorializes, grants and conveys easements to Grantee for the continued use of the Ditch in, through, under, and across the Property upon the terms and conditions set forth below, in the location(s) identified on **Exhibit A** attached hereto and incorporated herein by this reference, and as more particularly described in paragraph 1 below;

IN CONSIDERATION OF THE FOREGOING RECITALS, which constitute material terms of this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys without warranty to Grantee, its successors and assigns, the following permanent, non-exclusive easements (collectively the “Easements”):

a. The Permanent Easement which shall be fifteen (15) feet wide, extending west from the eastern boundary of the Property, in, through, under, and across the Property identified as the Permanent Easement on **Exhibit A** for the purpose of conveying water in the Ditch, as well as accessing, inspecting, constructing, maintaining, operating, repairing, replacing, and/or emergency activities related to the Ditch (the “Permanent Easement”).

b. The Additional Easement which shall be an additional ten feet in width adjacent to the west of the Permanent Easement across the Property, but lying outside the dedicated Namichi Way Right-of-Way as described on the PUD, identified as the Additional Easement on **Exhibit A** for access and staging of materials to carry out those activities allowed in the Permanent Easement, (the “Additional Easement”). Where necessary, Grantee may reasonably use the sub-surface of the Additional Easement to access the Pipeline within the Permanent Easement, or modify or alter improvements located within the Additional Easement, to the extent Grantee complies with Sections 6 and 7 herein. Use of the Additional Easement shall be limited to the periods of time reasonably necessary for these purposes, as determined in Grantee’s reasonable discretion. Grantee shall give City 24 hours prior notice of use of the Additional Easement for any non-emergency work; provided, however, that if non-emergency work requires use of the Additional Easement for more than one (1) day, Grantee shall provide the City not less than three (3) days' advance written notice. For emergency work Grantee shall give City notice as soon as practicable. The Ditch cannot be extended or relocated into the Additional Easement.

2. This Section Intentionally Omitted.

3. The grant of the foregoing Additional Easement to Grantee is subject to Grantor’s reservation, for itself its successors and assigns, the right to site utilities and, to the extent it is consistent with Sections 6 and 7 herein, the right to place landscaping within the Additional Easement. The right of co-use reserved by Grantor in this Section 3 shall not impair or unreasonably interfere with the Easements granted in this Agreement.

4. Grantor further grants to Grantee the reasonable right to ingress and egress over and across public roadways and walkways on Lot 2B to access the Easements for the purpose of exercising

Exhibit B

the rights herein granted. Subject to the conditions in this Section 4, Grantee may use the eastern lane of Namichi Way to facilitate maintenance activities in the Easements. If Grantee requires using public roadways and walkways in a manner that will require restrictions on use of those facilities by the public, Grantee shall give the City three (3) business days' notice and coordinate the safety requirements for use (which may include, but are not limited to, flagging, barriers, and traffic control personnel). In no instance shall Grantee's use of public roadways and walkways prevent emergency vehicles from being able to access Lot 2B and provide safety functions. Nothing in this Agreement shall be deemed to impair City police powers pertaining to traffic control on public roadways. City may install traffic improvements within the Namichi Way right of way without obtaining any approvals from Grantee. In the event that Grantee, in exercising its rights pursuant to this Section 4, damages any public roadways or walkways (including curb, gutters, and pavement), Grantee shall repair the damage to the public roadways and walkways within thirty (30) days to a condition consistent with the state of such improvement immediately prior to the damage occurring. If Grantee does not repair the damage within 30 days, City may repair the damage and bill Grantee for its actual costs. Grantee shall pay the costs of repair within thirty (30) days of receiving a bill for the same from Grantor. To the maximum extent practicable, Grantee shall avoid disruption to Lot 2B in exercising rights granted under this Section 4.

5. Grantee shall have the right to cut, trim, control, and remove trees, brush and other obstructions located within the Easements which may impair or unreasonably interfere with Grantee's use, occupation, or enjoyment of the Easements or its right to access, inspect, construct, maintain, operate, repair, replace, and/or conduct emergency activities of the Ditch, without liability for any damages to improvements in the Easements arising therefrom.

6. Except as otherwise provided herein including the reservation of rights in Section 3, Grantor shall not place any permanent improvements, structures, or fences on the area included within the Easements. Grantor may place Xeriscape type landscaping, but any landscaping installed in the Easements may be removed by Grantee as needed to exercise its rights provided for herein, without payment of compensation to Grantor. If Grantor improperly places any items or improvements in the Easements, Grantee shall first notify Grantor, and if not removed after 30 days may remove them without liability for damages to the Easements arising therefrom and bill Grantor for its actual costs for the removal. Grantee shall not be responsible to replace such improvements in the Easements after it has exercised its rights under this Agreement. Grantor shall pay the costs of removal within thirty (30) days of receiving a bill for the same from Grantee.

7. Without prior specific written permission from Grantee, which permission shall not be unreasonably withheld, Grantor may not install any temporary improvements, including, but not limited to, replaceable objects such as yard lights, mail boxes, signs, flowers, or plants, within the Easements. If, in the process of exercising one or more of the rights described in this Agreement, Grantee finds it necessary to remove any of the previously described temporary improvements which have been improperly placed or planted on the Easements by Grantor, Grantee shall first notify Grantor, and if not removed after 30 days, may remove them without liability for damages arising therefrom and bill Grantor. Grantee shall not be responsible to replace such items after it has exercised its rights under this Agreement. Grantor shall pay the costs of removal within thirty (30) days of receiving a bill for the same from Grantee.

Exhibit B

8. Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for, any of the Ditch facilities located within the Permanent Easement or change the grade or ground level of the Permanent Easement without the prior written consent of Grantee.

9. Grantor retains the right to co-use of the Easements insofar as such use is consistent with the terms of this Agreement and does not impair or unreasonably interfere with Grantee's use of the Easements. Grantor and its successors, assigns, together with any licensees or guests, agree to release Grantee from any and all claims arising from the construction, installation, use, maintenance, repair, replacement, operations or other acts associated with the Pipeline or other Ditch improvements on the Easements, except for claims arising from breach of this Agreement, negligence or willful misconduct on the part of Grantee.

10. Grantor warrants that it has full right and lawful authority to make the grant contained herein. Ouray Homes further affirmatively represents that the PUD identifies all easements of record located within the Easements that are known to Grantor, and further that, Grantor has not conveyed any other easement interests over, under, and across the Easements since it took ownership of the Property. The Parties recognize that there may be other easements or encroachments as of the date of this Agreement that affect the Easements.

11. Grantor and Grantee agree and affirm that as between Grantor and Grantee this Agreement constitutes the full agreement of the Parties as to the right to use the Property related to the Ditch. Grantor acknowledges and affirms that Grantee's Historic Easement rights related to the Ditch predate the PUD and may be senior to other uses of the Property (e.g. utilities) which may cross or intersect with the Easements. Grantor agrees that as to third parties who are not signatories to this Agreement, Grantee reserves all rights in the Historic Easement including the priority of when such Historic Easement rights were established and may assert such Historic Easement rights against third parties. To the degree consistent with this Section 11, as additional consideration for the conveyance of the Easements, Grantee hereby abandons and relinquishes all previously existing easements of record for the Ditch which may encumber the Property. Grantee also abandons and relinquishes that portion of the Heath Ditch Historic Easement located outside of the area included in the Easements as specifically described in Section 1.

12. The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements contained herein, or the failure of a Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by a Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

13. If Grantee expressly abandons the Ditch located on the Permanent Easement in writing, it shall promptly execute and deliver to Grantor a written release of this Agreement.

14. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

Exhibit B

15. Each and every one of the benefits and burdens of this Agreement shall run with the land and inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto. This Agreement may be recorded with the Ouray County Clerk and Recorder.

16. Grantor reserves the right to grant further easement interests over, under and across the Easements, specifically, and the surrounding property, generally, that do not impair or unreasonably interfere with the Easements granted herein, the Ditch, or the Pipeline, to other utilities and grantees, after reasonable conferral with Grantee.

17. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over the terms and conditions of this Agreement, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of Ouray County, Colorado. In the event of legal action taken to enforce the Agreement, the court shall award to the prevailing party its reasonable attorney fees and costs.

18. The above and foregoing constitute the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto, with respect to the subject matter of this Agreement.

19. In the event of any conflict between the terms of this Agreement and the Settlement Agreement between the Parties, the terms of this Agreement shall control and supersede.

20. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101.

21. No term or condition of this Agreement shall be construed or interpreted as creating a partnership between the City and any other party hereto.

22. For any notice required under this Agreement, the parties shall send notice by First Class U.S. Mail to the addresses listed above. Any party hereto may change their address for notice purposes by sending the other parties a substitute mailing address by First Class U.S. Mail.

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

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

Exhibit B

GRANTOR:

THE CITY OF OURAY

By: _____
Michael Underwood, Mayor

Attest:

By: _____, City Clerk
Date: _____

Exhibit B

GRANTOR:

OURAY HOMES, LLC, a Colorado limited liability company

By: _____
Paul Major, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
by Paul Major as Manager of Ouray Homes, LLC.

Witness my hand and official seal:

My commission expires: _____

Notary Public

Exhibit B

GRANTEE:

LITTLE SWITZERLAND, LLC, a Colorado limited liability company

By: _____
Robert J. Hooke, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Rob Hooke as Manager of Little Switzerland, LLC.

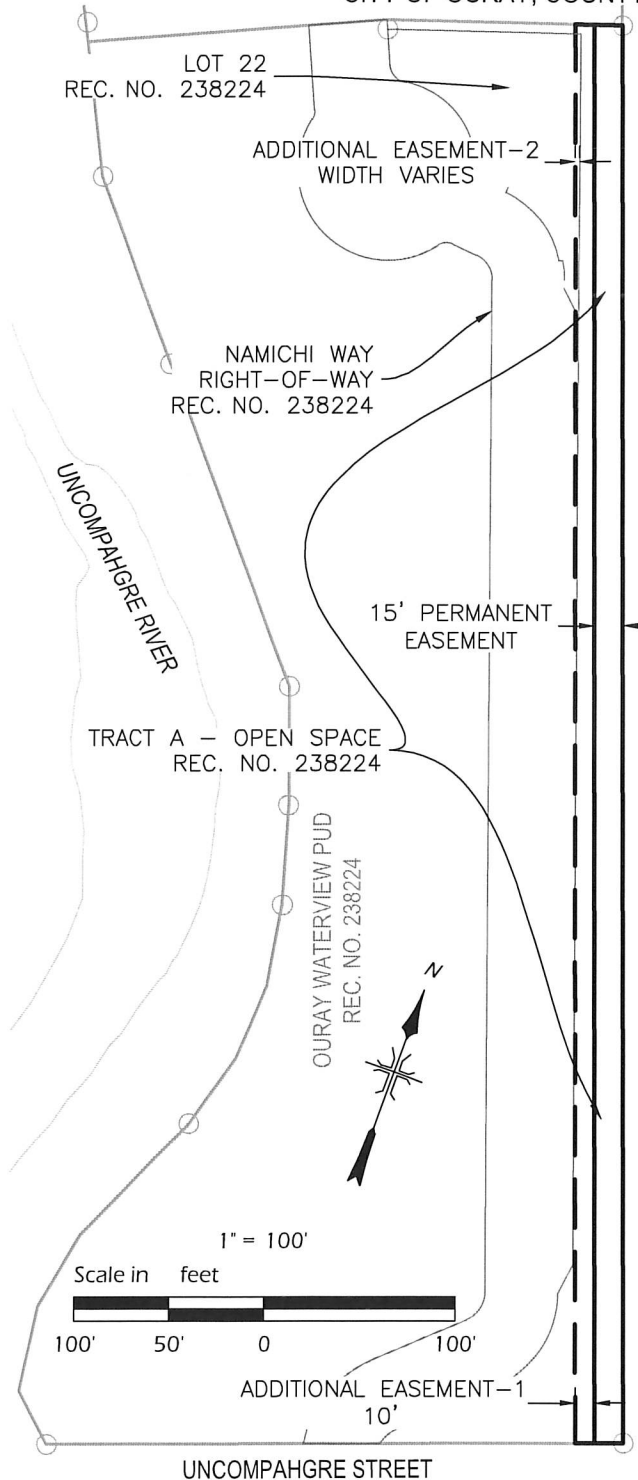
Witness my hand and official seal:

My commission expires:

Notary Public

CHURCH DITCH NO. 2 & HEATH DITCH EASEMENTS

CITY OF OURAY, COUNTY OF OURAY, STATE OF COLORADO



15 FOOT PERMANENT EASEMENT

BEING A 15 FOOT WIDE EASEMENT ACROSS TRACT A OF THE "OURAY WATERVIEW HOMES PUD" AS RECORDED IN THE OURAY COUNTY PUBLIC RECORDS AT RECEPTION NO. 238224. BEING MORE PARTICULARLY DESCRIBED AS: THE EASTERLY 15 FEET OF SAID TRACT A.

ADDITIONAL EASEMENT-1

BEING THAT PORTION OF A 10 FOOT WIDE ADDITIONAL EASEMENT ACROSS TRACT A OF THE "OURAY WATERVIEW HOMES PUD" AS RECORDED IN THE OURAY COUNTY PUBLIC RECORDS AT RECEPTION NO. 238224. BEING MORE PARTICULARLY DESCRIBED AS: THE WESTERLY 10 FEET OF THE EASTERLY 25 FEET OF SAID TRACT A LYING OUTSIDE THE DEDICATED NAMICHI WAY RIGHT-OF-WAY.

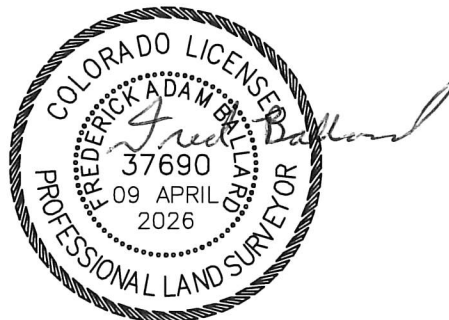
ADDITIONAL EASEMENT-2

BEING THAT PORTION OF A 10 FOOT WIDE ADDITIONAL EASEMENT ACROSS LOT 22 OF THE "OURAY WATERVIEW HOMES PUD" AS RECORDED IN THE OURAY COUNTY PUBLIC RECORDS AT RECEPTION NO. 238224. BEING MORE PARTICULARLY DESCRIBED AS: ALL THAT PROPERTY WITHIN LOT 22 FROM A LINE WHICH LIES 25 FEET OFFSET WEST FROM AND PARALLEL TO THE EASTERN LINE OF TRACT A OF SAID PUD.

U.S. HWY 550

NOTE:

Sidelines of easements are shortened or lengthened to meet at angle points and to begin and terminate on easement, Right-of-Way, centerlines and property lines.



FREDERICK BALLARD, PLS 37960
for and on behalf of
Del-Mont Consultants, Inc.
125 Colorado Ave.
Montrose, CO 81401

DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 www.del-mont.com service@del-mont.com	
DESIGNED BY:	SCALE:
MGW/NB	1" = 300'
CHECKED BY:	FILE NAME:
FAB	25194V_BNDY

**CHURCH DITCH NO. 2
& HEATH DITCH EASEMENTS**

OURAY COUNTY, COLORADO

D.M. JOB NO.:	25194
DATE ISSUED:	2026-04-08
SHEET:	1 of 1









20260410 Settlement Agreement and Release 24CV30020 - with Exh A and B FINAL

Final Audit Report

2026-04-10

Created:	2026-04-10
By:	Gabriella Stockmayer (gstockmayer@dietzedavis.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIXYqMPKTsGD9NbBSaYVLTJPwLYgeANf6

"20260410 Settlement Agreement and Release 24CV30020 - with Exh A and B FINAL" History

-  Document created by Gabriella Stockmayer (gstockmayer@dietzedavis.com)
2026-04-10 - 9:47:12 PM GMT
-  Document emailed to Paul Major (paul@ruralhomes.co) for signature
2026-04-10 - 9:47:20 PM GMT
-  Document emailed to Robert J. Hooke (rob.hooke@summitcapitalllc.com) for signature
2026-04-10 - 9:47:20 PM GMT
-  Email viewed by Robert J. Hooke (rob.hooke@summitcapitalllc.com)
2026-04-10 - 10:02:04 PM GMT
-  Document e-signed by Robert J. Hooke (rob.hooke@summitcapitalllc.com)
Signature Date: 2026-04-10 - 10:05:08 PM GMT - Time Source: server
-  Email viewed by Paul Major (paul@ruralhomes.co)
2026-04-10 - 10:22:00 PM GMT
-  Document e-signed by Paul Major (paul@ruralhomes.co)
Signature Date: 2026-04-10 - 10:29:20 PM GMT - Time Source: server
-  Agreement completed.
2026-04-10 - 10:29:20 PM GMT



To: City of Ouray City Council

From: Eva Henson, Housing Services Director

Date: April 20, 2026

RE: Consideration of a Resolution 2026-XX Delegating Certain Duties to the Housing Services Administrator for the Home Trust 5-plex (835 2nd Street) during a limited Lease-Up Period

BACKGROUND

Home Trust of Ouray County (HTOC) is a Colorado non-profit in Ouray County whose mission is to grow an inclusive, economically diverse community by providing permanently affordable housing and housing-related resources to modest income households in Ouray County through stewardship of community assets.

On September 22, 2025, HTOC was able to acquire an existing residence, known as Hank's Place, that was a 3-plex located with legal description: Lots 9 and 10, Bloc 8, City of Ouray, County of Ouray, State of Colorado – also known as 835 2nd Street, Ouray, Colorado 81427. HTOC received funding from the city as well as donations, grants, and a construction and financing loan from [Colorado Housing Accelerator Initiative](#) (CHAI). CHAI is an impact investment platform for affordable housing in Colorado offering both debt and equity financing for the “missing middle” non-Low-Income-Housing-Tax-Credit (LIHTC) projects statewide.

As part of the City's contribution to the 835 2nd Street Affordable Housing Project, the City of Ouray adopted Resolution No. 16 (Series 2025), approving the Deed Restriction for the property dated August 18, 2025 (Attachment

1). The accompanying rental restrictive deed restriction (Attachment 2), recorded at Reception No. 240164, establishes a rent limitation equal to no more than 30% of 120% Area Median Income (AMI), as adjusted for a household of two, regardless of actual household size, and as may be amended from time to time by City Council.

The applicable benchmark is based on 120% AMI for Ouray County as published by the Colorado Housing and Finance Authority (CHFA) for 2025 (Attachment 4), which establishes \$100,320 for a two-person household. Accordingly, maximum allowable rent is calculated as follows: $\$100,320 \div 12 \text{ months} \times 30\%$, resulting in a maximum monthly rent of \$2,508, regardless of household size.

The Deed Restriction is administered and enforced by the City of Ouray through its duly authorized designee, currently the Housing Services Director, with Home Trust of Ouray County



(HTOC) serving as the centralized Housing Services Administrator for participating jurisdictions pursuant to the Intergovernmental Agreement dated December 2024 between the City of Ouray, Town of Ridgway, and Ouray County.

In addition, CHAI recorded an Affordability Covenant at Reception No. 240126 (Attachment 3) in connection with project financing, reflecting the intent to preserve and create five (5) affordable rental units through the conversion of the existing three-unit structure. The Covenant runs with the land and ensures compliance with rental and occupancy restrictions for the property. Rental limitations under the CHAI financing include:

- Four (4) units shall not exceed rents based on the lesser of 120% AMI; and
- One (1) unit shall not exceed rents based on the lesser of 100% AMI;
- All income and rent limits are subject to household size adjustments as applicable.

HTOC is responsible for obtaining applicable income guidelines from the U.S. Department of Housing and Urban Development (HUD) or CHFA for Ouray County, maintaining required records, and providing reports to the lender as needed. The city's deed restriction applies a fixed two-person household income threshold regardless of household size, while CHAI utilizes household-size-adjusted income limits. Home Trust has identified, as a future item within the Housing Services Administrator work plan, the need to standardize deed restriction templates regionally to address inconsistencies and improve best practices, and is tracking updates such as this.

Both the city deed restriction and CHAI affordability covenant require that all units be occupied as the tenant's primary residence. Consistent with Colorado Fair Housing law, source of income is a protected class; therefore, employment within Ouray County is not required, provided households meet applicable income eligibility requirements.

EXCEPTIONS

HTOC began advertising the unit on February 23, 2026. As of April 20, 2026, the unit will have been actively marketed for 56 days. If the unit is not leased within approximately 45–60 days of active marketing, HTOC may consider limited, case-by-case exceptions to the Tenant Selection Policy to facilitate timely occupancy.

Any such exception shall:

- Be documented in writing, including the rationale and specific criteria modified;



- Remain consistent with applicable deed restrictions, funding requirements, and fair housing laws;
- Be limited to the minimum necessary to achieve lease-up while maintaining the intent of the program.

Potential exceptions may include adjustments to income targeting, prioritization criteria, or other administrative requirements, provided all core eligibility standards are met unless expressly waived under applicable program authority.

HTOC shall maintain records of all exceptions granted and may report such actions to the city or other applicable oversight entities upon request.

REQUEST

HTOC, in its role as Housing Services Administrator, is requesting limited, time-bound delegated authority from the City Council to approve applicant households for occupancy in the 5-plex located at 835 2nd Street at income levels up to 125% Area Median Income (AMI) during the lease-up period.

This delegated authority would be effective through July 31, 2026, or until all five (5) units are fully leased and occupied, whichever occurs first, and would apply solely to lease-up administration of this project.

The property is currently progressing through Certificate of Occupancy (CO) inspections, with lease-up anticipated to begin on or around May 1, 2026, and continue until full occupancy is achieved. This limited delegation is requested to ensure timely stabilization of the project, efficient processing and qualification of applicants, and continuity in lease-up administration while maintaining compliance with applicable deed restrictions, lending requirements, and fair housing law.

To date, lease-up activity has generated interest in the 5-plex. Households are currently secured for the two- and three-bedroom units, and there is active interest in the studio unit.

Applications have also been received for the one-bedroom unit; however, one applicant has slightly exceeded program income limits at approximately 122% AMI. This indicates strong market response to the units while underscoring the need for limited flexibility to achieve full occupancy during the lease-up period.

CHAI Lending has verbally indicated support for the proposed structure, including consideration of income eligibility up to 125% AMI, and is currently awaiting formal city approval prior to



finalizing its underwriting confirmation. For reference, 120% AMI for a two-person household is \$100,320, and 130% AMI is \$108,680. Based on proportional adjustment, 125% AMI is approximately \$104,500 for a two-person household.

Rental rates will not exceed \$2,508 per month and will be structured within the approved program pro forma, including required debt service coverage and operating expense requirements. Final rent levels will be established to ensure long-term financial feasibility while remaining fully consistent with applicable income restrictions and program requirements.

This request is consistent with prior city practice in granting limited, time-bound administrative flexibility when necessary to achieve housing delivery objectives. For example, under Resolution No. 12 (Series 2024), the city granted temporary authority and exceptions related to minimum work standards and delegated administrative functions to Impact Development Services during a defined period to support housing stabilization outcomes for Rural Homes.

This limited delegation of authority enables HTOC, as Housing Services Administrator, to complete lease-up efficiently, ensure compliance with all program requirements, and support timely project stabilization while maintaining the intent and integrity of the affordability program. It is also noted that HUD and CHFA are expected to release updated 2026 income limits, typically in May, which may further inform final eligibility thresholds and program alignment.

Colorado Housing and Finance Authority 2025 Income Limits for Ouray County

AMI%	1-person	2-person	3-person	4-person
100%	\$73,200	\$83,600	\$94,100	\$104,500
120%	\$87,840	\$100,320	\$112,920	\$125,400
125%	\$91,500	\$104,500	\$117,630	\$130,630

ATTACHMENTS

- 1. City Resolution No. 16 (Series 2025)
- 2. City Rental Restrictive Covenant
- 3. CHAI Affordability Covenant
- 4. 2025 CHFA Income Limit and Max Rent Table for Ouray County
- 5. Resolution No. XX (Series 2026)

RESOLUTION NO. 16 (SERIES 2025)

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY,
COLORADO APPROVING THE DEED RESTRICTION FOR A 835 2ND
STREET AFFORDABLE HOUSING PROJECT.**

WHEREAS, the Home Trust of Colorado, doing business as Hank's Place, LLC, applied to the City to convert a three-dwelling unit building on the real property located at 835 2nd Street, Ouray, Colorado to a five-unit building consisting of affordable dwelling units under Ouray Municipal Code (OMC) 7-7-K, taking advantage of density bonuses in exchange for a deed restricting the property; and

WHEREAS, on March 3, 2025, 2025, City Council approved entering a Letter of Intent with the Home Trust of Ouray County promising a \$100,000.00 donation to the project by the City of Ouray in return for a deed restriction in the form adopted by City Council; and

WHEREAS, closing on the purchase of the real property is scheduled for September 2, 2025, and Council desires to approve the deed restriction, authorize the Mayor to sign any necessary closing documents at closing, and to direct the City finance department to wire the donation funds from City affordable housing dollars to the title company, in connection with the closing; and

WHEREAS the City Council finds that the deed restriction and donation advances in exchange for density bonuses, 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 attached hereto as Exhibit A.
2. Council hereby authorizes the mayor to execute any necessary closing documents and to effectuate the execution of the deed restriction in favor of the City.
3. Council directs staff to wire \$100,000.00 from the short-term rental excise tax funds allocated for affordable housing to the title company for the cloising.

ADOPTED this 18th day of August 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 COVENANT AGREEMENT
FOR 835 2nd Street, Ouray, Colorado
City of Ouray
Affordable Housing for Rent Restricted Property



THIS DEED RESTRICTION AND COVENANT AGREEMENT is entered into this 18th day of September 2025, between **HANK'S PLACE LLC**, a Colorado limited liability company ("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").

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

**Lots 9 and 10, Block 8, City of Ouray, County of Ouray
State of Colorado.**

Commonly known as **835 2nd Street, Ouray, Colorado 81427**

RECITALS

WHEREAS the Grantor is the Owner of the Restricted Property; and

WHEREAS, the Grantor and any heirs, executors, administrators, representatives, successors, and assigns, desires and agrees to comply with this **DEED RESTRICTION AND COVENANT AGREEMENT** ("Covenant"), recorded at Reception No. see above for Reception No. in the Ouray Clerk and Recorder's office, as amended from time to time, and agrees to the restriction in the use of the Restricted Property; and

WHEREAS, under this Covenant the 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 the Grantor and Grantee; and

WHEREAS, this Covenant is intended to restrict the rent charged on certain housing units as determined by the Owner and City of Ouray to no more than thirty percent (30%) of the adjusted one hundred twenty percent (120%) AMI divided by 12 months for a household of two, regardless of true house hold size, adjusted from time to time by City Council, to all occupants 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.

¹ Based on 120% of the 2025 area median income for Ouray County, as adopted by CHFA, for a household size of two or \$100,320.00.

2. **AMI 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 and twenty percent (120%) AMI divided by 12, amended by resolution, from time to time.
3. **LEASE** means a written occupancy agreement which transfers the right to possession and use of Restricted Property for a period to time in return for rent.
4. **QUALIFIED OCCUPANT** means any person(s) who occupy and use the Restricted Property as their primary residence and who meet(s) the income qualifications set forth in this Covenant.
5. **RENT** is the maximum total amount of remuneration charged by an Owner, or its authorized delegee, to a Qualified Occupant for use of the Restricted Property in accordance with the AMI Rent Calculation in effect in the Deed Restriction and Covenant Agreement and including no other costs or charges, including any costs for Owner's homeowner's insurance, 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 the Owner by which 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 deed, beneficiary deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in 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 the Restricted Property is transferred and Owner retains title.

COVENANT

NOW, THEREFORE, in consideration of the foregoing material Recitals, the mutual covenants, restrictions, and equitable servitudes stated herein and other good and valuable considerations, 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 until for a term of ninety-nine (99) years ("**Expiration Date**"). Said term shall reset upon every Transfer or Update to Covenants.

1.2 Administration and Enforcement. This Covenant shall be administered and enforced by the City of Ouray 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 Occupant(s), such other remedies and penalties as may be specified in this Covenant, Ouray Municipal Code, or any other remedy available at law.

1.3 Update to Covenants. Upon every transfer of a Restricted Property by Owner, the transferee shall execute the most recent Deed Restriction and Covenant Agreement that has been approved by the City of Ouray. If no transfer takes place within a ten (10) year period, the Grantor shall execute the most recent Deed Restriction and Covenant Agreement that has been approved by the City of Ouray, upon request by either party.

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 Ouray County Clerk and Recorder on n/a at Reception No. n/a

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, Rentals, and Qualification.**
 - 3.1 **Use and Occupancy.** The use of the Restricted Property is hereby, and shall henceforth be, limited exclusively to Qualified Occupants. If the Restricted Property is owned without compliance with this Covenant, the Grantee shall have the right to enforcement and the remedies set forth herein, including but not limited to the rights set forth herein.
 - 3.2 **Qualification.** Qualified Occupants shall:
 - 3.2.1 be subject to the AMI Rent Calculation in effect at the time the Qualified Occupant takes possession of the Restricted Property and upon any renewal of any lease terms.
 - 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 term of the lease.
 - 3.2.3 be provided with a fully executed written lease for a minimum term of three (3) months.
 - 3.3 **Continued Qualification Compliance.** The Owner is responsible for ensuring that all occupants who use the Restricted Property are Qualified Occupants and must maintain compliance with all applicable requirements on an on-going basis. Failure of any Owner or Occupant to do so shall constitute a violation. Any Owner or Occupant of a Restricted Property is required to comply with any deed restriction, including providing proof of maximum rent compliance or responding to any request to ensure compliance with these Covenants.
4. **Transfer of Property:** Any Transfers of the Restricted Property shall not occur until each encumbrance, debt or liability owed by the Grantor to the Grantee under these Covenants is fully satisfied, including any fees and violation fines.
5. **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.
6. **Obligation to Maintain Homeowner's Insurance.** Owners shall obtain full replacement cost insurance coverage of the Restricted Property through an insurance provider licensed with and compliant with the Colorado Department of Regulatory Agencies which will repair or replace the home in the event of damage or destruction.
 - 6.1 **Request for Insurance Coverage Certificate.** The Owner will be required to verify compliance with these insurance provisions at any time and is required to respond within seven (7) days.
 - 6.2 Failure to maintain adequate Homeowner's Insurance shall be considered a material breach of this Covenant.
7. **Default/Breach**
 - 7.1 **Right to Request Lease.** In the event the Grantee has reasonable cause to believe an Owner 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 and any other relevant documentation to the City within seventy-two hours after a written request to Owner was sent by U.S.P.S.
 - 7.2 **Notice of Violation.** The Grantee shall send a Notice of Violation ("NOV") to the Owner detailing the nature of the violation and allowing the Owner 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 disagrees with the allegation of violation of the Covenant, the Owner may request, in writing, a hearing before the Grantee, who shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or to require Owner to sell the Restricted Property. If the Owner does not request a hearing and the violation is not cured within the fourteen-day period, the Owner and/or Occupant 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. Fines may be assessed in accordance with Ouray Municipal Code.

- 7.3 Hearing Before the Grantee.** Whenever this Covenant provides for a hearing before the Grantee, such a hearing shall be scheduled by the 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 the 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 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, 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 Owners and/or Occupants.
- 8.2 Equal Housing Opportunity.** Pursuant to the Fair Housing Act and public policy, the Grantor shall not discriminate based on race, creed, color, sex, national origin, familial status, disability, sexual orientation, or gender identity in the lease, sale, use or occupancy of the Restricted Property.
- 8.3 Waiver of Exemptions.** Every Owner, by taking title to a 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 the Grantee and Grantor at:

Grantee: City Administrator
 City of Ouray
 320 6th Avenue/PO Box 468
 Ouray, CO 81427

Tel: 970-325-7078

Grantor: c/o Andrea Sokolowski, Manager
HANK'S PLACE LLC
95 Meadows Circle, Ridgway, Colorado 81432
Tel: 970-309-9314.

- 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 be commenced in Ouray County, Colorado.
- 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 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 with herewith.
- 8.10 **Modifications.** Any modifications of this Covenant shall be effective only when made by a duly executed instrument by the Grantee and Owner, with the written consent of each, and recorded with the Clerk and Recorder of Ouray County, except that the Rent shall be subject to modification by the Grantee when the AMI Rental Calculation is amended from time to time.

EXECUTED, this 18th day of September 2025

CITY OF OURAY

By: 
Ethan Funk, Mayor

Attest:

BY: 
Melissa M. Drake Clerk

Unrecorded

OWNER:

HANK'S PLACE, LLC, a Colorado limited liability company

By: HOME TRUST OF OURAY COUNTY, A
COLORADO NON-PROFIT CORPORATION, ITS MANAGER

By: _____
Eric Stevens, President

STATE OF COLORADO)
)ss.
COUNTY OF OURAY)

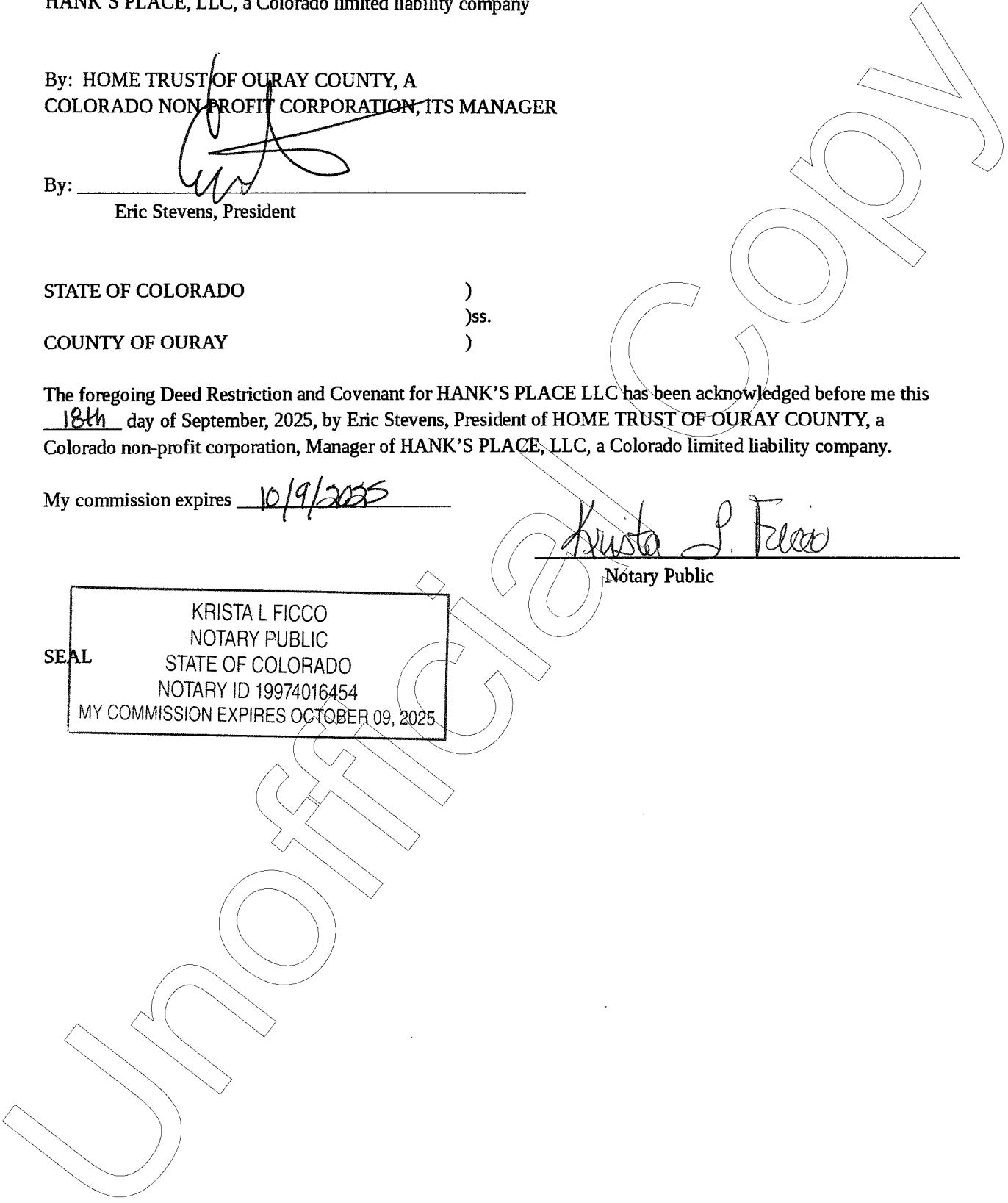
The foregoing Deed Restriction and Covenant for HANK'S PLACE LLC has been acknowledged before me this
18th day of September, 2025, by Eric Stevens, President of HOME TRUST OF OURAY COUNTY, a
Colorado non-profit corporation, Manager of HANK'S PLACE, LLC, a Colorado limited liability company.

My commission expires 10/9/2025

Krista L. Ficco

Notary Public

SEAL
KRISTA L FICCO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974016454
MY COMMISSION EXPIRES OCTOBER 09, 2025



AFFORDABILITY COVENANT

WHEN RECORDED MAIL TO:

CHAI Debt Capital, LLC
Attn: Abby Murray
1536 Wynkoop St., Suite 529
Denver, CO 80202



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

AFFORDABILITY COVENANT

THIS AFFORDABILITY COVENANT (this "Covenant") is made this 18th day of September 2025, by Hank's Place LLC, a Colorado limited liability company ("Owner").

RECITALS:

A. Owner is the fee simple owner of certain real property located in the City and County of Ouray, State of Colorado, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Owner has voluntarily entered into a loan agreement with CHAI Debt Capital, LLC, a Colorado limited liability company ("Lender") dated September 18, 2025 (the "Loan Agreement") and will be the recipient of loan funds to be used to finance the costs associated with the acquisition of the Property, which Property will have five (5) dwelling units for residential rental housing.

C. Pursuant to the Loan Agreement, the Owner has agreed that each of the five (5) dwelling units on the Property will be affordable rental dwelling units (the "Affordable Units"), and Owner has further agreed to record a covenant to run with land to ensure that certain rental and occupancy limitations are met with respect to the Affordable Units.

D. The intent of Owner is to preserve through this Covenant the affordability of the five (5) units described herein for persons of low- to moderate-income, and to assign to Lender the right to enforce compliance with this Covenant.

AGREEMENT:

NOW THEREFORE, in consideration of the benefits received by the Owner, the sufficiency of which is hereby acknowledged, the Owner establishes the following as covenants running with the land:

1. **Rental Housing.** The Owner shall maintain the Affordable Units on the Property and use the Property only for residential rental housing.
2. **Rent Limitations.** The rent limitations for the Affordable Units are:

(a) Four (4) of the Affordable Units (the “120% Units”) shall have rents not exceeding the lesser of: (i) 120% area median income (“AMI”) levels corresponding to the bedrooms in a given unit as established by the most recent Maximum Rent Tables published by the Colorado Housing Finance Authority (“CHFA”), or, if such tables are not available, similar tables published by the U.S. Department of Housing and Urban Development (“HUD”); and (ii) area market rents.

(b) One (1) of the Affordable Units (the “100% Units”) shall have rents not exceeding the lesser of: (i) 100% AMI levels corresponding to the bedrooms in a given unit as established by the most recent Maximum Rent Tables published by CHFA, or, if such tables are not available, similar tables published HUD; and (ii) area market rents.

(c) For the avoidance of doubt, the Rent Limitations provided in this Section 2 shall not be adjusted for utility allowances.

(d) It shall be Owner’s responsibility to obtain updated guidelines from HUD or CHFA to confirm the annual calculation of the maximum rents for the Affordable Units.

3. **Occupancy/Income Limitations.** The occupancy and income limitations for the Affordable Units are:

(a) The 120% Units shall be occupied by tenants whose incomes are at or below one hundred twenty percent (120%) of the median income for the Ouray area as determined by HUD, with adjustments for family size.

(b) The 100% Units shall be occupied by tenants whose incomes are at or below one hundred percent (100%) of the median income for the Ouray area as determined by HUD, with adjustments for family size.

(c) It shall be Owner’s responsibility to obtain updated income guidelines from CHFA or HUD and comply with the current income guidelines.

4. **Reporting Requirements.** Owner shall submit to Lender the following information and reports on Lender-approved forms or as otherwise directed by Lender:

(a) Those certain reporting requirements set forth in the Loan Agreement, including, without limitation, as set forth in Section 7.01(b) therein.

(b) Lender may periodically request other information from Borrower, to be provided in a form and in such detail as Lender may reasonably request from time to time, which may include:

(i) Data on tenants’ total annual household income, and race and other demographic information

(ii) Data on evictions, terminations of tenancies, or tenancies not renewed for individuals residing in Affordable Units.

(iii) Reports, including financial reports, that enable the Lender to determine the financial condition and continued financial viability of the rental project.

(iv) Template lease agreements for Affordable Units.

(c) The reports and information required by this Section shall be due within thirty (30) days of the Lender making a reasonable request for such reports and information.

5. **Record Retention.** Owner must maintain (a) records evidencing the income of each family occupying an Affordable Unit; and (b) a copy of the lease pursuant to which each Affordable Unit is occupied. The Lender shall have access to the records that must be maintained by the Owner pursuant to this Covenant upon reasonable advance notice.

6. **Lease Requirements.** There must be a written lease between the tenants of Affordable Units and the Owner for a period of not less than one year, unless by mutual agreement a shorter period is specified.

7. **Prohibited Lease Terms.** Leases may not contain any of the following provisions:

(a) Agreement to Be Sued. Agreement by the tenant to be sued, admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

(b) Treatment of Property. Agreement by the tenant that the Owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. However, the Owner may dispose of personal property remaining in the unit after the tenant has moved out in accordance with Colorado law.

(c) Excusing Owner from Responsibility. Agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

(d) Waiver of Notice. Agreement by the tenant that the Owner may institute a lawsuit without notice to the tenant.

(e) Waiver of Legal Proceedings. Agreement by the tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

(f) Waiver of Jury Trial. Agreement by the tenant to waive any right to a trial.

(g) Waiver of Right to Appeal. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge a court decision in connection with a lease.

(h) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome. Agreement by tenant to pay attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant.

(i) Mandatory Supportive Services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

8. **Prohibition of Certain Fees.** A tenant may not be charged fees that are not customarily charged in rental housing (e.g. laundry room access fees), except that the Owner may charge the following: reasonable late fees; gas utility reimbursement fees (provided that the

Owners shall seek only reimbursement and shall not seek any profits from the application of such fees); reasonable application fees to prospective tenants; parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and fees for services such as bus transportation or meals, as long as the services are voluntary and fees are charged for services provided.

9. **Termination of Tenancy.** The Owner may not terminate the tenancy or refuse to renew the lease of a tenant of any of the Affordable Units except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable Federal, State, or local laws; for completion of the tenancy period for transitional housing or failure to follow any required transitional supportive services plan; or for other good cause. Any termination or refusal to renew must be preceded by service of written notice upon the tenant specifying the grounds for the action at least thirty (30) days, or such other period as specified by applicable law, before the termination of tenancy. Notwithstanding the foregoing, nothing in this Section shall prevent the Owner from terminating a tenancy in accordance with Colorado Revised Statutes § 13-40-107.5(4)(a) for a substantial violation as defined in that statute, as amended.

10. **Affirmative Marketing.** The Owner shall utilize an affirmative marketing program which is designed to provide information and otherwise attract eligible tenants from all racial, ethnic, and gender groups in the Property's housing market area.

11. **Property Standards.** The Owner shall maintain the Property in compliance with all applicable housing quality standards and local code requirements.

12. **Transfer.** The Owner shall not transfer its interest in the Property to any successor in interest without the express written consent of Lender.

13. **Term.** This Covenant shall run with the land and encumber the Property for a period of fifteen (15) years from the date of recording hereof and shall not be amended or modified without the express written consent of the Lender.

14. **Survivability.** If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive, and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

15. **Compliance with Laws.** The Owner shall comply with all laws and regulations of the City, State, and Federal governments.

16. **Enforcement.** Lender shall have the right to enforce, by proceeding in law or in equity, all conditions, covenants, requirements, and obligations imposed by the provisions of this Covenant. Lender's right to enforce this Covenant pursuant to this Section shall become effective on the earlier of (a) May 2, 2026 and (b) the date that a temporary or final certificate of occupancy is issued for the Property.

17. **Recitals.** The recitals are incorporated into the terms of this Covenant.

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Exhibit A

Property

Lots 9 and 10, Block 8, City of Ouray, County of Ouray, State of Colorado.

Also known as 835 2nd Street, Ouray, Colorado 81427.

Unofficial Copy

[EXHIBIT A]



**2025 Income Limit and Maximum Rent Tables
for All Colorado Counties**

HUD Effective Date: April 1, 2025

20% to 120% of Area Median Income (AMI) [20% to 160% AMI for rural resort counties]

- The IRS allows Housing Tax Credit projects that placed in service as of 12.31.2008 to use higher HERA Special limits.
- All Housing Tax Credit and CHFA Loan projects are "held harmless" from limit decreases. To be "held harmless," a project must be in service before 05.16.2025.
- Housing Tax Credit and CHFA Multifamily Loan projects whose counties experienced a decrease in 2025 limits and that place in service before 05.16.2025 may continue to apply the same limits used in 2024.

County	HERA	AMI	2025 Maximum Rents					2025 Income Limits							
			0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Ouray		160%	2,928	3,136	3,764	4,348	4,852	117,120	133,760	150,560	167,200	180,640	194,080	207,360	220,800
Ouray		150%	2,745	2,940	3,528	4,076	4,548	109,800	125,400	141,150	156,750	169,350	181,950	194,400	207,000
Ouray		140%	2,562	2,744	3,293	3,804	4,245	102,480	117,040	131,740	146,300	158,060	169,820	181,440	193,200
Ouray		130%	2,379	2,548	3,058	3,532	3,942	95,160	108,680	122,330	135,850	146,770	157,690	168,480	179,400
Ouray		120%	2,196	2,352	2,823	3,261	3,639	87,840	100,320	112,920	125,400	135,480	145,560	155,520	165,600
Ouray		110%	2,013	2,156	2,587	2,989	3,335	80,520	91,960	103,510	114,950	124,190	133,430	142,560	151,800
Ouray		100%	1,830	1,960	2,352	2,717	3,032	73,200	83,600	94,100	104,500	112,900	121,300	129,600	138,000
Ouray		90%	1,647	1,764	2,117	2,445	2,729	65,880	75,240	84,690	94,050	101,610	109,170	116,640	124,200
Ouray		80%	1,464	1,568	1,882	2,174	2,426	58,560	66,880	75,280	83,600	90,320	97,040	103,680	110,400
Ouray		70%	1,281	1,372	1,646	1,902	2,122	51,240	58,520	65,870	73,150	79,030	84,910	90,720	96,600
Ouray		60%	1,098	1,176	1,411	1,630	1,819	43,920	50,160	56,460	62,700	67,740	72,780	77,760	82,800
Ouray		55%	1,006	1,078	1,293	1,494	1,667	40,260	45,980	51,755	57,475	62,095	66,715	71,280	75,900
Ouray		50%	915	980	1,176	1,358	1,516	36,600	41,800	47,050	52,250	56,450	60,650	64,800	69,000
Ouray		45%	823	882	1,058	1,222	1,364	32,940	37,620	42,345	47,025	50,805	54,585	58,320	62,100
Ouray		40%	732	784	941	1,087	1,213	29,280	33,440	37,640	41,800	45,160	48,520	51,840	55,200
Ouray		30%	549	588	705	815	909	21,960	25,080	28,230	31,350	33,870	36,390	38,880	41,400
Ouray		20%	366	392	470	543	606	14,640	16,720	18,820	20,900	22,580	24,260	25,920	27,600
Park		120%	2,943	3,153	3,783	4,372	4,878	117,720	134,520	151,320	168,120	181,680	195,120	208,560	222,000
Park		110%	2,697	2,890	3,467	4,008	4,471	107,910	123,310	138,710	154,110	166,540	178,860	191,180	203,500
Park		100%	2,452	2,627	3,152	3,643	4,065	98,100	112,100	126,100	140,100	151,400	162,600	173,800	185,000
Park		90%	2,207	2,364	2,837	3,279	3,658	88,290	100,890	113,490	126,090	136,260	146,340	156,420	166,500
Park		80%	1,962	2,102	2,522	2,915	3,252	78,480	89,680	100,880	112,080	121,120	130,080	139,040	148,000
Park		70%	1,716	1,839	2,206	2,550	2,845	68,670	78,470	88,270	98,070	105,980	113,820	121,660	129,500
Park		60%	1,471	1,576	1,891	2,186	2,439	58,860	67,260	75,660	84,060	90,840	97,560	104,280	111,000
Park		55%	1,348	1,445	1,733	2,004	2,235	53,955	61,655	69,355	77,055	83,270	89,430	95,590	101,750
Park		50%	1,226	1,313	1,576	1,821	2,032	49,050	56,050	63,050	70,050	75,700	81,300	86,900	92,500
Park		45%	1,103	1,182	1,418	1,639	1,829	44,145	50,445	56,745	63,045	68,130	73,170	78,210	83,250
Park		40%	981	1,051	1,261	1,457	1,626	39,240	44,840	50,440	56,040	60,560	65,040	69,520	74,000
Park		30%	735	788	945	1,093	1,219	29,430	33,630	37,830	42,030	45,420	48,780	52,140	55,500
Park		20%	490	525	630	728	813	19,620	22,420	25,220	28,020	30,280	32,520	34,760	37,000

RESOLUTION NO. 6 (SERIES 2026)

A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY, COLORADO APPOINTING THE REGIONAL AFFORDABLE HOUSING ADMINISTRATOR – HOME TRUST OF OURAY COUNTY; AND DELEGATING LIMITED AUTHORITY TO APPROVE INCOME ELIGIBILITY EXCEPTIONS UP TO 125% AMI AND ADMINISTER LEASE-UP FOR THE 835 2ND STREET 5-PLEX AFFORDABLE HOUSING PROJECT.

WHEREAS, the Home Trust of Ouray County (HTOC) is a Colorado nonprofit organization whose mission is to expand and preserve affordable housing opportunities for income-qualified households in Ouray County; and

WHEREAS, HTOC serves as the regional Housing Services Administrator for affordable housing programs within the City of Ouray, Town of Ridgway, and County of Ouray pursuant to an intergovernmental agreement; and

WHEREAS, the City of Ouray approved Resolution No. 16 (Series 2025) adopting the deed restriction for the affordable housing project located at 835 2nd Street, Ouray, Colorado (the “Project”); and

WHEREAS, the Project consists of five (5) deed-restricted rental units intended to serve income-qualified households under applicable Area Median Income (AMI) restrictions and affordability covenants; and

WHEREAS, CHAI Lending, as the construction and permanent financing provider for the 835 2nd Street 5-plex, is evaluating and may approve temporary lease-up flexibility allowing household income eligibility up to 125% Area Median Income (AMI) to support stabilization of the project and timely lease-up of units;

WHEREAS, the City desires to ensure timely lease-up, stabilization, and occupancy of the Project following Certificate of Occupancy issuance; and

WHEREAS, limited administrative flexibility during lease-up is necessary to ensure efficient processing of qualified applicants while maintaining compliance with the intent of the affordability program; and

WHEREAS, HTOC has requested limited delegated authority to approve applicant households up to 125% AMI on a temporary basis during lease-up due to observed applicant demand and timing constraints in finalizing occupancy; and

WHEREAS, HUD and CHFA are anticipated to release updated 2026 income limits in May, which may further inform final eligibility thresholds for the Project; and

WHEREAS, the City of Ouray has previously granted limited, time-bound administrative authority and exceptions in affordable housing programs when necessary to achieve program delivery and occupancy objectives;

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

1. Appointment

The City of Ouray hereby confirms Home Trust of Ouray County (HTOC) as the Housing Services Administrator for the 835 2nd Street 5-plex affordable housing project, as defined in applicable deed restrictions, covenants, and intergovernmental agreements.

2. Delegation of Lease-Up Authority

City Council hereby delegates to HTOC limited authority to administer lease-up activities for the Project, including application processing, eligibility determination, tenant selection, and occupancy approvals, for a defined period through July 31, 2026, or until all five (5) units are fully leased and occupied, whichever occurs first.

3. Income Eligibility Exception Authority

City Council hereby authorizes HTOC, on a temporary and limited basis during the lease-up period, to approve applicant households for occupancy at income levels not to exceed 125% Area Median Income (AMI), where necessary to achieve full lease-up while remaining consistent with the intent of the affordability program and applicable financing requirements.

4. Conditions of Delegated Authority

All actions taken under this delegated authority shall:

- a. Be consistent with applicable deed restrictions, affordability covenants, and fair housing laws;
- b. Maintain compliance with CHAI lending and program requirements;
- c. Be limited to lease-up administration of the 835 2nd Street Project only;
- d. Be documented and retained by HTOC for reporting and audit purposes upon request.

5. Expiration of Authority

The delegation of authority granted in this Resolution shall automatically expire on July 31, 2026, or upon full occupancy of all five (5) units, whichever occurs first, unless extended by further action of the City Council.

ADOPTED this 20th day of April 2026 by the Ouray City Council.

CITY OF OURAY, COLORADO

Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

Exhibit A

LEASE-UP INCOME ELIGIBILITY EXCEPTION ACKNOWLEDGMENT – 835 2ND STREET 5-PLEX

I, _____, acknowledge that I have received approval from the Housing Services Administrator, acting under delegated authority from the City of Ouray, for income eligibility consideration up to 125% Area Median Income (AMI) for occupancy of a deed-restricted rental unit located at 835 2nd Street, Ouray, Colorado (the “Property”), subject to applicable deed restrictions, affordability covenants, and program requirements.

My household has been determined eligible for occupancy based on compliance with all applicable program requirements, except that my household income exceeds the standard AMI threshold and is approved under a limited lease-up exception not to exceed 125% AMI.

I understand that this approval is granted solely for the purpose of lease-up stabilization of the Property and is subject to all other occupancy requirements, including primary residence occupancy, lease compliance, and continued adherence to applicable deed restrictions and affordability covenants recorded against the Property.

I further understand that this income eligibility exception is time-limited, applies only to initial lease-up of the Property, and does not guarantee eligibility for future programs, renewals, or recertification beyond the terms established in the lease and governing agreements.

This acknowledgment shall be retained in the project file and may be subject to review by the City of Ouray, lending partners, or other authorized program administrators upon request.

Failure to comply with the terms of the lease, deed restriction, or affordability covenants may result in enforcement actions as permitted under those governing documents.

Signature

Print name

Date

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



CITY OF
OURAY
COLORADO

970.325.7211
Fax 970.325.7212
info@cityofouray.com

To: Mayor & City Council
From: Joe Brown Parks and Recreation Director
Date: 4/20/2026
Agenda Item: Box Cañon and Via Ferrata fee schedule adoption

REQUEST:

Consider Resolution 7, Series 2026 for approval of the increase Box Cañon park admissions fee and approve the previously budgeted Via Ferrata fee structure.

INTRODUCTION:

This is a request to approve the previously budgeted increase of all age groups admitted to Box Cañon park by \$1.00. This request also formalized the Via Ferrata fee schedule previously budgeted in 2025.

ANALYSIS:

The **Box Cañon Park** price increase is to help sustain sufficient capital funds and reserves for the Park Enterprise fund. Box Cañon is the most affordable admission fee we host and remains that way with this increase. We intend to maintain that Ouray residents are free. We also intend to maintain the free cost to patrons over 75 and under 4 years old (3 and under). We expect that this increase will generate approximately \$50,000 in additional revenue helping to ensure we are prepared for economic resiliency and costly capitol expenses in the future.

The existing **Via Ferrata** fee structure is completely driven by certified guide operations (CGO). Since the facility is free for unguided patrons the CGO fee for permitting is our sole source of revenue. The fee structure requires a minimum of \$1,000 be paid to the city by any service interested in guiding outdoor adventure enthusiasts through the canyon. This \$1,000 works as a nonrefundable deposit. Additionally the guide service pay's \$20.00/ guided client. The first \$1,000 or 50 patrons guided pays into the \$1,000 minimum and additional patron fees are collected at the end of the year on or by November 15th.

The single variance in the fee schedule proposed is the adoption of food truck availability at the Via Ferrata. This is intended for events and as an auxiliary revenue source for the facility should it be needed. The recommendation is for \$100/ day to operate. The intention is not for regular use but rather for events Parks plans to host in the future (climber days, Via Ferrata Costume contests and, other potential fundraisers)

BUDGET / STAFF IMPACT:

Both of these fees are accounted for in the 2026 budget and supported by the council in 2025. We expect that this will increase revenue at Box Cañon between \$50,000 and \$80,000 depending on visitation this summer. For the Via Ferrata this will bring in an estimated \$43,500 annually offsetting the majority of the expected \$62,381.00 in expenses from this facility.

ORGANIZATIONAL ALIGNMENT:

This will ensure financial sustainability while ensuring a low cost opportunity for visitation. This will support future needs proactively by building up reserves ahead of significant needs.

RECOMMENDED ACTION OR PROPOSED MOTION:

I recommend Council approves the fee structure as written and budgeted.

ATTACHMENT(S):

The existing and proposed Box Cañon fee schedule is attached.

The Budgeted fee structure for the Via Ferrata is attached



RESOLUTION NO. 7 (SERIES 2026)

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY,
COLORADO ADOPTING NEW ADMISSION FEES TO FOR BOX CAÑON
FALLS PARK, FORMALIZING THE VIA FERRATA FEE STRUCTURE,
AND ESTABLISHING FOOD TRUCK FEES AT THE VIA FERRATA**

WHEREAS, the City of Ouray owns and operates Box Cañon Park and the Ouray Via Ferrata as enterprise funds under TABOR, where admission fees and related revenues must primarily sustain the operations of these facilities; and

WHEREAS, City Council supports a \$1.00 increase to all non-resident admission categories at Box Cañon Park to maintain sufficient capital reserves and ensure long-term financial sustainability, while continuing free admission for Ouray residents, patrons aged 75 and older, and children aged 3 and under; and

WHEREAS, the Via Ferrata fee structure is based solely on certified guide operations (CGOs), whose required fees include a nonrefundable \$1,000 minimum annual payment covering the first 50 guided clients, an additional \$20.00 per guided client thereafter, and final payments due on or before November 15 each year; and

WHEREAS, staff further recommends establishing a \$100 per-day food truck fee for special events at the Via Ferrata as an auxiliary revenue source that may support future programming and community events; and

WHEREAS, City Council finds that formalizing these fees supports the financial sustainability of these enterprise funds while maintaining affordable access for residents and visitors.

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

1. The Box Cañon Park admission fee increase of \$1.00 for all non-resident age categories is hereby adopted.
2. The Via Ferrata certified guide operations fee structure, including the \$1,000 minimum annual payment and \$20.00 per guided client fee, is hereby adopted.
3. A food truck fee of \$100 per day for special events at the Via Ferrata is hereby adopted.
4. All fees adopted herein shall take effect immediately.

ADOPTED this 20th day of April 2026, by the Ouray City Council.

CITY OF OURAY, COLORADO

Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

Box Cañon admission fees existing	
Youth 4-17	\$5
Adult 18-62	\$7
Senior	\$6
75+ and under 3	Free
Recomended fee change 2026	
Youth 4-17	\$6
Adult 18-62	\$8
Senior	\$7
75+ and under 3	Free
Residents of Ouray	Free

Via Ferrata Food Truck Pad Rental \$100/ Day

12' x 25'



Existing Via Ferrata CGO Fee structure

Minimum application fee \$1,000

Per patron fee \$20 *(the first \$1,000 in fees is paid towards the minimum application fee)

Estimated annual revenue = \$43,500

**TERMINATION OF THE INTERGOVERNMENTAL AGREEMENT CONCERNING
THE OURAY COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY**

This Termination of Intergovernmental Agreement (“Termination Agreement”) is made and entered into this as of the Effective Date specified below, by and between the following parties: the Board of County of County Commissioners of the County of Ouray, Colorado, (“County”); the City of Ouray, Colorado, a municipal corporation, (“City”); the Town of Ridgway, Colorado, a municipal corporation, (“Town”), the Ouray Fire Protection District, a subdivision of the state of Colorado, (“OFPD”); the Ridgway Fire Protection District, a subdivision of the state of Colorado, (“RFPD”); the Log Hill Mesa Fire Protection District, a political subdivision of the state of Colorado, (“LHMFD”); and Montrose Fire Protection District, a political subdivision of the state of Colorado, (“MFPD”) (individually a “Party” and collectively the “Parties”).

WHEREAS, on February 4, 1991, the Parties entered into an Intergovernmental Agreement (“Controlling IGA”) to establish an emergency telephone service authority, a copy of which Agreement (as amended in 2015) has been provided to the Parties for reference purposes, and the Parties did establish the Ouray County Emergency Telephone Service Authority (“OCETSA”); and

WHEREAS, OCETSA was created pursuant to the provisions of C.R.S. § 29-11-102 and has operated since 1991; and

WHEREAS, in 2024, OCETSA entered into a Memorandum of Understanding Regarding Temporary Assignment of Functions of Ouray County Emergency Telephone Service Authority In Order to Expand Jurisdiction Of Montrose County Telephone Service Authority (“Memorandum”) with the Montrose Emergency Telephone Service Authority (“METSA”), a copy of which has been provided to the Parties for reference purposes; and

WHEREAS, section 5 of the Memorandum provides that after all phone companies have ceased remitting to the OCETSA and are instead remitting Ouray County area 9-1-1 charges to METSA, OCETSA intends to fully stop exercising the powers sustained through its Master IGAs Section XI.C., close its financial accounts, and cease to exist; and

WHEREAS, in 2025, OCETSA and the Montrose Emergency Telephone Service Authority (“METSA”), also a separate legal entity governing body created pursuant C.R.S. § 29-11-1001, *et seq.*, entered into an intergovernmental agreement (“OCETSA and METSA IGA”) wherein METSA agreed to provide 9-1-1 telephone services within Ouray County; a copy of which has been provided to the Parties for reference purposes; and

WHEREAS, all phone companies have ceased remitting to the OCETSA and are instead remitting Ouray County area 9-1-1 charges to METSA.

WHEREAS, the Parties intend to fully stop exercising the powers of OCETSA sustained through in its Controlling IGA, Section XI.C.

WHEREAS, a majority of the parties to the Controlling IGA are in agreement about their desire to terminate the Controlling IGA and fully wind down OCETSA.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements and promises made by the Parties, the Parties agree as follows:

1. Effective Date. The “Effective Date” of this Termination Agreement is the date of the last signature for a majority of the Parties hereto (signatures of four of the seven original Parties), upon which this Agreement shall be immediately effective.
2. Termination of Controlling IGA. The Controlling IGA is terminated and of no further force and effect as of the Effective Date, without any further action of the Parties. To the extent required by Section XI.C a majority of OCETSA members consent to the termination of the Controlling IGA.
3. Agreement to Wind Down. The Parties authorize the County to act to the extent necessary to make an effective disposition of the property, equipment, and monies held pursuant to the Controlling IGA after the Effective Date. This includes the closing of all OCETSA’s financial accounts.
4. Retention of Records. The County agrees to retain all existing records of OCETSA and its activities, to the extent such records are provided to the County by the Parties within one year of this Agreement’s Effective Date, and thereafter shall be retained according to the County’s records retention determination(s).
5. Satisfaction of Obligations. The Parties agree that by execution of this Termination Agreement, they have fully satisfied their obligations under the Controlling IGA.
6. Waiver and Releases. The Parties have satisfied their obligations under the Controlling IGA and are released from any further obligations thereunder. To the extent permitted by law, each Party hereby waives the right to recover from and generally, unconditionally, fully and irrevocably releases, waives, acquits and forever discharges each of the other Parties, their officers/directors and employees, (collectively, the “Released Parties”), from any against any and all costs, losses, claims, liabilities, damages, expenses, demands, debts, controversies, actions or causes of action, agreement, and promises, including reasonable attorneys’ fees (including appeals) (collectively, “Claims”), which have been raised or could have been raised, whether arising before, on or after the date hereof, which Claims are related to the Controlling IGA as amended and any termination thereto.
7. Miscellaneous.

- a. Execution of Additional Documentation. Each Party agrees that at the request of another Party, it will, at any time hereafter, make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by another Party in order that this Termination Agreement may be fully performed in accordance with its intent and provisions.
- b. Severability. In case any one or more of the provisions contained in this Termination Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Termination Agreement, and this Termination Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. Provisions Negotiated and Independent. Each and every provision of this Termination Agreement has been independently, separately and freely negotiated by the Parties as if this Termination Agreement were drafted by all Parties hereto. The Parties, therefore, waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, any Party.
- d. Governing Law/Venue. This Termination Agreement shall be governed by and interpreted under the laws of the state of Colorado. Venue for any legal action relating to this Termination Agreement shall be exclusive to the District Court in and for Ouray County, Colorado, with each Party responsible for its own attorney's costs and fees. The Parties retain all applicable governmental immunity, to the maximum extent permissible under law.
- e. Successors and Assigns. This Termination Agreement and all of the provisions hereof shall be binding upon the Parties and their respective heirs, successors, and assigns.
- f. Counterpart Execution. This Termination Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile, e-signatures, and/or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes including the rules of evidence applicable to court proceedings.

[SIGNATURE PAGES TO FOLLOW]

Agreed to by each party as set forth below:

Date: _____

Board of County of County Commissioners of the County of Ouray, Colorado

Name: _____

Title: _____

Date: _____

City of Ouray, Colorado, a municipal corporation

Name: _____

Title: _____

Date: _____

Town of Ridgway, Colorado, a municipal corporation

Name: _____

Title: _____

Date: _____

Ouray Fire Protection District, a subdivision of the state of Colorado

Name: _____

Title: _____

Date: _____

Ridgway Fire Protection District, a subdivision of the state of Colorado

Name: _____

Title: _____

Date: _____

Log Hill Mesa Fire Protection District, a political subdivision of the state of Colorado

Name: _____

Title: _____

Date: _____

Montrose Fire Protection District, a political subdivision of the state of Colorado

Name: _____

Title: _____

EXHIBIT A

THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
CONCERNING THE IMPLEMENTATION
OF A "9-1-1" "EMERGENCY TELEPHONE SERVICE" AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT (this "Agreement") is made and entered into this 19th day of August, 2025, by and between the following parties: The Board of County Commissioners of the County of Montrose, Colorado, a body politic and corporate ("Montrose County"), the City of Montrose, Colorado, a municipal corporation ("Montrose"); the Town of Olathe, Colorado, a municipal corporation ("Olathe"); the Town of Naturita, Colorado, a municipal corporation ("Naturita"); the Town of Nucla, Colorado, a municipal corporation ("Nucla"); the Montrose Fire Protection District, a political subdivision of the State of Colorado ("MFPD"); the Olathe Fire Protection District, a political subdivision of the State of Colorado ("OFPD"); the Nucla-Naturita Fire Protection District, a political subdivision of the State of Colorado ("Nucla - Naturita FPD"); the Board of County Commissioners of the County of Ouray, Colorado, a body politic and corporate ("Ouray County"); and the San Miguel County Emergency Telephone Service Authority ("SMETSA"); hereinafter singly referred to as "Party" and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, pursuant to Articles 1 and 11 of Title 29, C.R.S., as amended, the Parties are delegated the power to enter into agreements for the purposes of providing for and administering Basic Emergency Service, Emergency Notification Service, and Emergency Telephone Service; to establish, collect, and disburse the Emergency Telephone Charge; and to disburse funds received from the statewide 911 Surcharge and the statewide Prepaid Wireless 911 Charge; and

WHEREAS, Part 2 of Article 11 of Title 29, C.R.S., as amended, encourages and authorizes agreements of this nature; and

WHEREAS, pursuant to C.R.S. § 29-1-203.5, a combination of counties, municipalities, special districts and other political subdivisions may establish a separate legal entity to provide public improvements; and

WHEREAS, to serve the public welfare it is in the best interest of the Parties to participate in the continuing administration and common use of an emergency telephone service authority; and

WHEREAS, on February 1, 1988, Montrose County, Montrose, Olathe, MFPD and OFPD entered into an *Intergovernmental Agreement "C[E]911" "Emergency Telephone Service,"* establishing an "Emergency Telephone Authority"; and

WHEREAS, on December 4, 1989, Montrose County, Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla-Naturita FPD and the Norwood Fire Protection District, a political subdivision of the State of Colorado ("Norwood FPD"), entered into an *Intergovernmental Agreement Concerning the Implementation of an "E911" "Emergency Telephone Service,"* (the "Agreement") establishing the Montrose Emergency Telephone Service Authority (the "Authority"); and

EXHIBIT A

WHEREAS, on December 4, 1989, Montrose County, Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla-Naturita FPD, Norwood FPD and the Paradox Fire Protection District, a political subdivision of the State of Colorado (“**PFPD**”), entered into an *Amendment Re Intergovernmental Agreement Concerning the Implementation of an “E911” “Emergency Telephone Service”*, amending the Agreement to include PFPD and its residents; and

WHEREAS, the Authority was created pursuant the provisions set forth under the provisions of C.R.S. 29-1-201, *et seq.*, and C.R.S. 29-11-101, *et seq.*, and has operated since 1989; and

WHEREAS, effective May 2000, the Authority entered into an Amendment to the Agreement allowing for the Authority to collect Emergency Telephone Charges on wireless 911 Access Connections; and

WHEREAS, on August 30, 2003, the Authority entered into an *Amendment to the Intergovernmental Agreement Concerning the Implementation of “E-911” Emergency Telephone Service*, allowing for the Authority to collect Emergency Telephone Charges necessary to adequately operate the Authority; and

WHEREAS, on or about November 8, 2004, the Authority entered into an *Agreement for Communication and Emergency Telephone Services* with SMETSA, wherein the Authority agreed to provide specified 9-1-1 services to SMETSA (“the **SMETSA Agreement**”); and

WHEREAS, on or about February 23, 2005, the Authority entered into an *Agreement for Communication and Emergency Telephone Service* with OCETSA, wherein the Authority agreed to provide specified 9-1-1 services to OCETSA (the “**OCETSA Agreement**”); and

WHEREAS, SMETSA is recognized as a voting member of the Authority’s governing body; and

WHEREAS, in November of 2015 the Board of Directors for the Norwood FPD provided notice to the Authority to opt out as a Party; and

WHEREAS, on or about January 1, 2016, the Authority entered into an *Amended and Restated Intergovernmental Agreement Concerning the Implementation of an “E9-1-1” “Emergency Telephone Service,”* updating the Agreement and any amendments thereto, including removing the Norwood FPD as a Party; and

WHEREAS, on September 16, 2019, the Paradox Fire Protection District was dissolved, and all properties formerly in that district were annexed into the Nucla-Naturita Fire Protection District; and

WHEREAS, on November 7, 2019, the 2004 SMETSA Agreement was terminated and the Authority entered into a new *Intergovernmental Agreement by and between the Montrose Emergency Telephone Service Authority and the San Miguel Emergency Telephone Service Authority* with SMETSA, wherein the Authority agreed to provide specified 9-1-1 services to SMETSA under revised terms and conditions (also the “**SMETSA Agreement**”); and

EXHIBIT A

WHEREAS, on or about May 27, 2020, the Authority entered into an *Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E9-1-1" "Emergency Telephone Service,"* updating the Intergovernmental Agreement and any amendments thereto, including removing PFPD as a Party, clarifying obligations of the Parties, and establishing certain requirements for administration of the Authority; and

WHEREAS, on October 17, 2024, at the formal request of OCETSA, METSA approved and entered into an MOU for collaboration on actions necessary to dissolve and terminate OCETSA and expand METSA's jurisdiction to include the area of Ouray County; and

WHEREAS, certain conditions of service, practices of the Authority, and revisions to state law and regulations have occurred, are occurring, or may be occurring within the near future; and

WHEREAS, the Agreement and subsequent amendments thereto did not contemplate some of the conditions, changes and needs that the Parties find to be of concern, and the Parties desire to revise the Agreement with respect to the Authority.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. DEFINITIONS

The definitions for the terms "911 Access Connection," "911 Surcharge," "Basic Emergency Service," "Basic Emergency Service Provider," "Emergency Notification Service," "Emergency Telephone Charge," "Emergency Telephone Service," "Prepaid Wireless 911 Charge," "Service Supplier," and "Service User" as used in this Agreement shall be the same as the definitions provided for those terms in C.R.S. § 29-11-101 and § 29-11-102.5, as revised or amended.

II. GENERAL PROVISIONS

The Parties hereto support a separate legal entity named the Montrose Emergency Telephone Service Authority, the purpose of which shall be execution of the powers vested in the Authority and for carrying into effect the provisions of the Emergency Telephone Act, C.R.S. § 29-11-100.5, *et seq.*, as amended (the "Act"), including administering the operation of the telephone service program as described below. The Authority was and is established as a separate legal entity in conformity with the provisions of C.R.S. § 29-1-203.5 and those provisions apply to the Authority.

III. THE MONTROSE EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD

A. Board of Directors. The Authority's governing body shall be a Board of Directors ("the **Board**") in which all legislative power of the Authority is vested, consisting of ten (10) members (hereinafter "**Member**" or collectively "**Members**") to be selected and appointed, one each, by the governing bodies of the respective Parties. Unless specifically provided for otherwise in the Agreement or Bylaws of the Authority, no business shall be transacted by the Board unless at least six (6) Members are present at a regular or special meeting, and all other questions shall require

EXHIBIT A

the affirmative vote of a majority of the Members of the Board present.

B. Members. It is the responsibility of each Party to notify the Authority as to who it has appointed to the Board, and upon a change of appointed Member to notify the Authority within fifteen (15) days of the same:

1. The Board of County Commissioners of the County of Montrose, Colorado;
2. The City of Montrose, Colorado;
3. The Town of Olathe, Colorado;
4. The Town of Naturita, Colorado;
5. The Town of Nucla, Colorado;
6. The Montrose Fire Protection District;
7. The Olathe Fire Protection District;
8. The Nucla-Naturita Fire Protection District;
9. The Board of County Commissioners of the County of Ouray, Colorado; and
10. The San Miguel Emergency Telephone Service Authority.

Each Member's term of office shall continue until replacement or removal by the governing body which appointed them, removal by the Board, or resignation. Vacancies, which may occur on the Board through death or for any other reason, shall be filled in the same manner as provided for appointment of the original. The Authority may add additional parties to the Agreement and their Members to its governing body only upon the receipt of sixty percent (60%) approval from the then existing Parties. Notwithstanding a Party's default in the performance of this Agreement as provided for in Article XI, or a Party's written Termination in accordance with Article XII of this Agreement, the Authority shall not remove Members from its governing body unless there is sixty percent (60%) consent from the then existing Members to do so.

C. Alternate Representatives. Members or their Parties shall each execute a proxy appointing and authorizing one or more persons or alternative persons to attend all Board meetings and at such meetings to cast whatever vote the Member might cast if said Member were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended, or sooner terminated by operation of the Agreement or Colorado law.

D. Executive Officers. The Board shall elect from its membership a President, a Vice President and a Secretary-Treasurer, or Secretary and a Treasurer, who shall be the Executive Officers of the Board, and who shall serve for one (1) year or until their successors are elected. The officers shall be elected by a majority vote. The election of officers shall be held at the Board's regular January meeting or the first regular meeting of the calendar year.

1. The President shall preside over the Board meetings and shall be the Chief Executive Officer of the Board. Except as otherwise authorized by resolution, the President shall sign all contracts, deeds, notes, debentures, warrants and all necessary and proper instruments on behalf of the Board.

EXHIBIT A

2. The Vice President shall act as presiding officer during the absence of the President and, in the case of a vacancy in the office of President, shall serve as President until such time as the Board shall elect a new President.
3. The Secretary shall be responsible for keeping the records of the Board, for recording all votes, shall see that the proceedings of the Board are recorded in a minute book kept for that purpose, which shall be an official record of the Board, and shall perform all duties incident to that office. The Secretary shall be deemed custodian of the Board Records and of the seal of the Board and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Board. Official records shall be maintained in the office of the Board. The Board may designate a qualified person to perform these duties on behalf of the Secretary. Whenever the Secretary is absent from any meeting, the President may appoint a secretary pro tem for said meeting.
4. The Treasurer shall supervise the financial records of the Board and perform such other duties as are normally performed by treasurers and those specifically assigned or delegated by the Board. The Board may designate a qualified person to perform these duties on behalf of the Treasurer.
5. The Executive Officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, by the Agreement, by the Bylaws or rules and regulations of the Board, or any changes in law.

IV. RULES AND REGULATIONS

The governing body for the Authority may pass supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with Articles 1 and 11 of Title 29, C.R.S., as revised or as amended, and this Agreement.

V. POWERS OF THE AUTHORITY

A. The Parties hereto agree that the Authority shall be empowered with the authority to contract for or provide for the services described in the Act, including but not limited to the installation and operation of Basic Emergency Service, Emergency Telephone Service, and Emergency Notification Service, and may pay such costs by collecting a uniform Emergency Telephone Charge for such service in the service area that is within its jurisdiction and authorized by this Agreement. The Authority shall pay the costs associated with such services from an Emergency Telephone Charge imposed pursuant to state law and regulations, and from funds received from other sources such as the statewide 911 Surcharge, statewide Prepaid Wireless 911 Charge, and the Colorado 911 Services Enterprise, consistent with C.R.S. § 29-11-102, 102.3, and 102.5, or as the statutes may be revised or amended. The funds so collected or otherwise received shall be spent in accordance with C.R.S. § 29-11-104, or as the statute may be revised or amended. The funds so collected or otherwise received shall be credited to a cash fund separate and apart from the general fund of any of the Parties. Any funds remaining in the fund at year end shall be carried over to the next succeeding year for the same purposes in supplying or providing for the services.

EXHIBIT A

In accordance with C.R.S. § 29-11-104(3), in the event this Agreement is ever discontinued by the Parties, any moneys remaining in the fund after all payments to the Basic Emergency Service Provider and all other service providers shall be distributed to the general fund of each Party in proportion to each Party's exclusive population, except for SMETSA which shall receive a distribution proportionate to their most recent annual contribution to the Authority. Upon said dissolution all of the Authority's property shall be transferred to, or at the direction of, one or more of the Parties pursuant to C.R.S. § 29-1-203.5(4).

B. In addition, the Authority may perform any other act as may be necessary for the provision of initial services and for the continued operation of the services including, but not limited to, the ability to negotiate with service providers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided to the Service Users.

VI. BASIS FOR CONTRIBUTION AND CHARGES TO BE IMPOSED BY THE AUTHORITY

A. Each Party, except for SMETSA, shall annually adopt an ordinance or resolution, as the case may be, imposing an Emergency Telephone Charge pursuant to C.R.S. §29-11-102, 102.5 and 103, on each Service User per 911 Access Connection per month within its jurisdiction in an amount that, together with any surplus funds carried forward, is sufficient to fund the expenditures of the Authority, or such Party shall delegate to the governing body for the Authority the ability to set such rate as the governing body may from time to time determine, not to exceed the lesser of (i) the maximum rate permitted pursuant to C.R.S. §29-11-102, or (ii) the maximum rate authorized by the Party. A Party which does not adopt an ordinance or resolution imposing an Emergency Telephone Charge equal to or exceeding the Emergency Telephone Charge established annually for the coming year by the Authority shall be deemed to have provided written notice of its intent to terminate its participation in this Agreement pursuant to Article XII.

B. In addition to the foregoing Article VI, Section A, the Authority shall not increase its Emergency Telephone Charge without the consent of sixty percent (60%) of the Members exclusive of SMETSA's appointed Member. Further, with respect to any vote to increase the Emergency Telephone Charge the Member appointed by SMETSA shall not be entitled to vote on such increases.

VII. BUDGET AND OPERATING COSTS

A. The Authority shall prepare an annual budget. In the event the Authority believes funds from each Party for operating and/or administrative costs not paid by the various 9-1-1 charge and other revenues will be necessary, it shall prepare a budget and submit a preliminary budget funding request to each Party by August 1st of each year that this Agreement is in effect. Each Party shall then consider the budget funding request in its annual appropriation. The Parties shall be required to pay to the Authority, within ninety (90) days of notification, an equitable percentage of the total operating and/or administrative costs not funded by the various 9-1-1 charge and other revenues. Each Party's percentage of that cost shall be based upon its exclusive population, except SMETSA whose contributions shall be based upon the SMETSA Agreement, as may be amended from time to time.

EXHIBIT A

B. Failure of a Party to pay its budget funding contribution, pursuant to this Article VII, shall constitute a default in accordance with Article XI.

C. The Authority may budget and fund to contract with one or more of the Parties for the services of an executive director and additional personnel. All such personnel may be the employees of a Party yet report directly to the Authority's governing body or the executive director, and shall provide essential duties and meet responsibilities as set by the Authority. The executive director may serve as the Authority's Financial Officer. The Authority is not required to contract for an executive director or additional personnel.

VIII. FUNDS AND OPERATIONS

A. The various monies paid into the Authority for the Emergency Telephone Charge shall be collected by the Service Suppliers, and the Parties hereto shall have no obligation to collect this uniform charge or to remit such monies to the Authority. These monies and the funds received from the statewide 911 Surcharge, statewide Prepaid Wireless 911 Charge, and other sources shall be placed in a separate designated cash fund and shall be spent from said fund only to pay for those items allowed for under C.R.S. § 29-11-104, as may be amended from time to time.

B. The Authority shall expend funds in accordance with its adopted annual budget, and in accordance with the Board's adopted fiscal policy, which may be amended from time to time. The Authority may disburse funds by check, money wire, electronic funds transfer, or credit card/debit card payment.

C. The Authority shall not borrow money, nor shall it approve any claims or incur any obligations for expenditure unless there is sufficient unencumbered cash in the appropriate fund credited to the Authority with which to pay the same.

D. The Authority may invest any funds paid into the Authority only in accordance with any applicable laws of the state of Colorado governing the investment of public funds.

E. The Authority may designate a qualified person or retain the services of a qualified third-party provider as the Authority's Financial Officer. The Financial Officer shall (i) maintain the books and accounts of the Authority; (ii) assist in the preparation of the Authority's budget in accordance with this Agreement; (iii) advise the governing body regarding the investment of Authority funds; and (iv) provide such reports on the remittances, expenditures, funds balances, interest earned and other related matters as the Authority may request from time to time. The Financial Officer may receive compensation; however, not as an employee of the Authority. To compensate the Financial Officer if not an employee of a Party in accordance with Section C of Article VII, the Authority may enter into an independent contractor agreement either directly with such service provider or with the employer of such service provider.

F. Nothing herein, however, prevents the Authority from returning any surplus operating revenues provided by the Parties hereto for the operation of the Authority in the same proportion that said Parties were originally required to contribute.

EXHIBIT A

IX. BOOKS AND RECORDS

A. The Authority shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits or exemptions thereto, and such records shall be open to inspection at any reasonable time by the Parties, their attorneys, or their agents.

B. The Authority shall cause to be conducted an annual audit, which audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

X. REPORTS

A. Within ninety (90) days after the end of each fiscal year, the Authority shall prepare and provide the Parties with comprehensive annual reports of activities and finances during the preceding year, by providing such reports to the Members. Copies of meeting minutes that have been previously approved by the Board for all Board Meetings, regular or special, that occurred during the preceding year shall be provided along with the annual reports.

B. The Authority shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal and/or state officials or to whom such report is required to be made in the course and operation of the Authority.

C. The Authority shall also render to the Members, at reasonable intervals, such reports and accountings as the Parties hereto may from time to time request.

XI. DEFAULT IN PERFORMANCE

A. In the event any Party fails to pay its share of the operating or administrative costs then due, or to perform any of its covenants and undertakings under this Agreement, the Authority shall consider said Party to be in default and may thereafter in its sole and absolute discretion terminate the defaulting Party's rights, duties, and obligations under the Agreement, as well as remove said Party's representative from the Board. Notice of default shall be provided to the defaulting Party's governing body, providing such Party thirty (30) days from the date of such notice to cure the default.

B. Any Party whose participation is terminated under the provisions of this Article of this Agreement shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Authority to which said Party may otherwise be entitled upon the dissolution of this Agreement. This Article is not intended to limit the right of any Party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

XII. TERMINATION OF AGREEMENT

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the Parties listed herein and shall continue in full force and effect, subject to amendments, or until sooner terminated by written agreement signed by a majority of the Parties hereto.

EXHIBIT A

B. Any Party's participation in this Agreement may be terminated by written notice from the Party or Parties to the Authority at least sixty (60) days prior to January 1 of any given year. Upon termination, such Party shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Authority.

C. Upon termination of the Agreement by a majority of the Parties, the powers granted to the Authority under the Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment and monies required or held pursuant to this Agreement.

D. In the event that any Party hereto elects to terminate its participation in this Agreement prior to the end of any period of this Agreement not in accordance with Subsection B of this Article, such Party shall be considered in default of this Agreement pursuant to Article XI and accordingly shall forfeit its entire interest in the Authority and services provided.

XIII. AMENDMENT

This Agreement may be amended by the Parties from time to time. Any such amendment shall be in writing and approved by a minimum of sixty (60%) percent of the Parties.

XIV. LIABILITY OF BOARD OF DIRECTORS, OFFICERS

A. The Board and its executive officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance to provide coverage for the Board, Executive Officers, Members, Financial Officer, Party employees who provide services to the Authority as described in Article VII, Section C, of this Agreement, and the Authority against suit or suits that may be brought against said officials or the Authority involving or pertaining to any of their acts or duties performed or omitted for the Authority in good faith.

B. The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the Executive Officers, Members, Financial Officer, and Party employees who provide services to the Authority as described in Article VII, Section C, of this Agreement.

XV. SEVERABILITY CLAUSE

If any provision of this Agreement or the application hereof to any Party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are declared to be severable.

XVI. REVOCATION

It is understood and agreed by and between the Parties hereto that any prior intergovernmental agreements or amendments thereto concerning an "E9-1-1" "Emergency Telephone Service" executed by any of the Parties hereto are hereby revoked and shall be of no further legal effect whatsoever.

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused their respective names and seals to be affixed hereto, as of the day and year hereinabove set forth.



Attest:

Melissa K Howie

, County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF MONTROSE, STATE OF
COLORADO

Chris, Scott Mijares

Melissa K Howie
Melissa Howie, Deputy Clerk

[Signature]

CITY OF MONTROSE, COLORADO

Attest:

_____, City Clerk

TOWN OF OLATHE, COLORADO

Attest:

_____, Town Clerk

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused their respective names and seals to be affixed hereto, as of the day and year hereinabove set forth.

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF MONTROSE, STATE OF
COLORADO

Attest:

_____, County Clerk and Recorder


_____, Deputy Clerk

CITY OF MONTROSE, COLORADO



Dave Frank, Mayor

Attest:



Lisa DelPiccolo, City Clerk



TOWN OF OLATHE, COLORADO

Attest:

_____, Town Clerk

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused their respective names and seals to be affixed hereto, as of the day and year hereinabove set forth.

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF MONTROSE, STATE OF
COLORADO

Attest:

_____, _____

_____, County Clerk and Recorder

_____, Deputy Clerk


CITY OF MONTROSE, COLORADO

Attest:

_____, _____


_____, City Clerk

TOWN OF OLATHE, COLORADO



Jake Foreman, Mayor

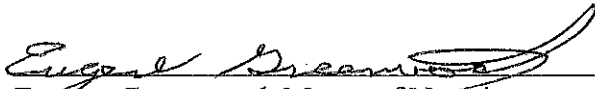
Attest:



Monique Garrett, Town Clerk

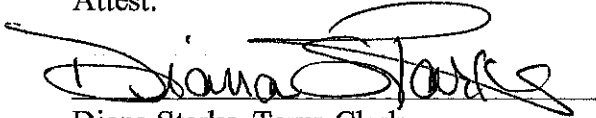
EXHIBIT A

TOWN OF NATURITA, COLORADO



Eugene Greenwood, Mayor of Naturita

Attest:



Diana Starks, Town Clerk

TOWN OF NUCLA, COLORADO

Attest:

_____, Town Clerk

MONTROSE FIRE PROTECTION DISTRICT,
COLORADO

Attest:

_____, Secretary

OLATHE FIRE PROTECTION DISTRICT,
COLORADO

Attest:

_____, Secretary

EXHIBIT A

_____, Town Clerk

TOWN OF NATURITA, COLORADO

Attest:

_____, Town Clerk

TOWN OF NUCLA, COLORADO

Paula Brown

Paula Brown Mayor

Attest:

Melissa Lampsh

Melissa Lampsh, Town Clerk

MONTROSE FIRE PROTECTION DISTRICT,
COLORADO

Attest:

_____, Secretary

EXHIBIT A

TOWN OF NATURITA, COLORADO

Attest:

_____, Town Clerk

TOWN OF NUCLA, COLORADO

Attest:

_____, Town Clerk

MONTROSE FIRE PROTECTION DISTRICT,
COLORADO

Leslie Caimi
Leslie Caimi, Chair

Attest:


Peter Cassidy, Secretary

OLATHE FIRE PROTECTION DISTRICT,
COLORADO

Attest:

_____, Secretary

EXHIBIT A

TOWN OF NATURITA, COLORADO

_____, _____

Attest:

_____, Town Clerk

TOWN OF NUCLA, COLORADO

_____, _____

Attest:

_____, Town Clerk

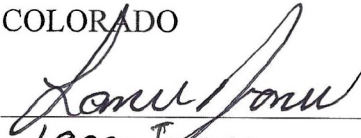
MONTROSE FIRE PROTECTION DISTRICT,
COLORADO

_____, _____

Attest:

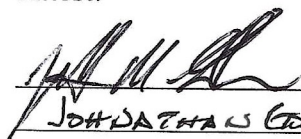
_____, Secretary

OLATHE FIRE PROTECTION DISTRICT,
COLORADO



Lance Jones, BOARD CHAIR


Attest:



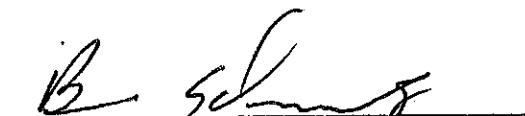
Jonathan L. Cronin, Secretary VICE-CHAIR

EXHIBIT A

NUCLA-NATURITA FIRE PROTECTION
DISTRICT, COLORADO



Jack Lee, President



Bruce Schmalz, Secretary

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF OURAY, STATE OF COLORADO

Attest:

_____, County Clerk and Recorder

_____, Deputy Clerk

SAN MIGUEL EMERGENCY TELEPHONE
SERVICE AUTHORITY

Attest:

_____, Secretary

EXHIBIT A

NUCLA-NATURITA FIRE PROTECTION
DISTRICT, COLORADO

_____, _____

Attest:

_____, Secretary

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF OURAY, STATE OF COLORADO

Signed by:

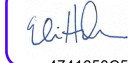


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Jake Niece, BOCC Chair

Attest:

Signed by:



4741050C52954E1...

Cristy Lynn, County Clerk and Recorder
By: Eli Holmes, Deputy Clerk of the Board

_____, Deputy Clerk

SAN MIGUEL EMERGENCY TELEPHONE
SERVICE AUTHORITY

_____, _____

Attest:

_____, Secretary

EXHIBIT A

NUCLA-NATURITA FIRE PROTECTION
DISTRICT, COLORADO

_____, _____

Attest:

_____, Secretary

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF OURAY, STATE OF COLORADO

_____, _____

Attest:

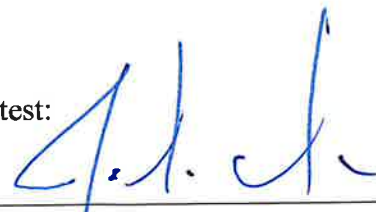
_____, County Clerk and Recorder

_____, Deputy Clerk

SAN MIGUEL EMERGENCY TELEPHONE
SERVICE AUTHORITY


_____, 09/23/25
Chris Broady, Chair

Attest:



John Cheroske, Secretary

**MEMORANDUM OF UNDERSTANDING
REGARDING TEMPORARY ASSIGNMENT OF FUNCTIONS OF
OURAY COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY
IN ORDER TO EXPAND JURISDICTION OF
MONTROSE COUNTY TELEPHONE SERVICE AUTHORITY**

WHEREAS, the Ouray County Emergency Telephone Service Authority (“OCETSA”) is a separate legal entity governing body created pursuant C.R.S. § 29-11-101, *et seq.*, in accordance with a February 4, 1991, Ouray County, City of Ouray, Town of Ridgway, Montrose Fire Department, Ouray Fire Department, Ridgway Fire Department, and Log Hill Fire Department, Intergovernmental Agreement Concerning the Implementation of an “E911” “Emergency Telephone Service,” and the subsequent amendments thereto; and

WHEREAS, on September 8, 2015, an amended Intergovernmental Agreement Concerning OCETSA (“OCETSA IGA”), was executed between Ouray County, the City of Ouray, the Town of Ridgway, the Ouray Fire Protection District, the Ridgway Fire Protection District, the Log Hill Fire Protection District, and the Montrose Fire Protection District, a copy of which is attached hereto as Attachment A;

WHEREAS, on December 30th, 2013, OCETSA adopted Amended and Restated Bylaws; and

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, C.R.S. § 29-1-203 authorizes government, as defined in C.R.S. § 29-1-202, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units; and

WHEREAS, in 2004, OCETSA and the Montrose Emergency Telephone Service Authority (“METSA”), also a separate legal entity governing body created pursuant C.R.S. § 29-11-101, *et seq.*, entered into an intergovernmental agreement (“OCETSA and METSA IGA”) wherein METSA agreed to provide 9-1-1 telephone services within Ouray County; a copy of which is attached hereto as Attachment B; and

WHEREAS, OCETSA pays nine percent (9%) of the annual METSA budget in consideration of METSA’s provision of 9-1-1 telephone service to the area of Ouray County, maintenance of OCETSA’s 9-1-1 databases, support for addressing and GIS for 9-1-1 within Ouray County, representation of OCETSA in regulatory matters, and financial and technical support on behalf of OCETSA for emergency dispatching service; and

WHEREAS, at its meeting on August 28th, 2024, the OCETSA Board of Directors discussed dissolution of OCETSA for more cost-effective provisioning of 9-1-1 telephone service and emergency dispatching service within Ouray County through METSA, and directed its Chair to work with METSA to that end; and

WHEREAS, OCETSA desires that METSA expand its jurisdiction and services to include the area of Ouray County, and that METSA replace OCETSA with Ouray County as a party to its Intergovernmental Agreement, and OCETSA has formally passed its Resolution 2024-1 to that effect;

NOW THEREFORE, in consideration of the following recitals, OCETSA and METSA agree and covenant as follows:

1. METSA, in coordination with OCETSA, will begin drafting, reviewing, and approving an amended controlling METSA IGA, and other necessary governing documents, expanding the jurisdiction of METSA to include a representative from Ouray County as a METSA board member. This single representative from Ouray County would replace an OCETSA representative, on the METSA board. METSA and OCETSA also intend to expand METSA's jurisdiction to include the area of Ouray County, to include METSA's emergency telephone charge and services. A copy of the current, controlling METSA IGA, is attached hereto as Attachment C.

2. OCETSA will request approval from the governing bodies of the parties to the original OCETSA IGA, for its dissolution of the OCETSA IGA under Section XI.A of the OCETSA IGA, and execution of other necessary METSA governing documents, and the expansion of METSA's jurisdiction as described above. More specifically, the powers granted under the OCETSA IGA, Section XI.C, enable OCETSA to continue functioning for the purposes of notifying the phone companies to stop collection of its 9-1-1 Charge, and for receiving and forwarding to METSA any laggard OCETSA 9-1-1 Charge remittance revenues as needed.

3. When able in 2025, OCETSA will pay its annual METSA bill, or a portion thereof as agreed upon by OCETSA and METSA, likely reducing all OCETSA assets to \$0; and upon doing so OCETSA intends to formally request termination of its controlling OCETSA IGA, to coincide with other necessary governing documents for METSA to expand its jurisdiction.

4. METSA and OCETSA would also compel the phone companies to stop collecting and remitting the OCETSA 9-1-1 charge and begin collecting and remitting the METSA 9-1-1 charge in the area of Ouray County; based on the OCETSA dissolution and any amended METSA IGA, along with other necessary governing documents. Full compliance could take up to a year, or more, for this to occur.

5. After all phone companies have ceased remitting to OCETSA and are instead remitting Ouray County area 9-1-1 Charges to METSA, OCETSA intends to fully stop exercising the powers sustained through its IGA Section XI.C., close its financial accounts, and cease to exist. Ouray County may, if approved by Ouray County, choose to retain all existing records of OCETSA and its activities according to the County's records retention policy, or assume such other functions as necessary for the dissolution.

6. OCETSA hereby assigns to METSA such powers, functions, duties, obligations, and authority granted under the OCETSA IGA, in order to accomplish the dissolution of OCETSA and expand the jurisdiction of METSA as specified herein.

7. Upon execution of such amended controlling METSA IGA as described above, METSA and OCETSA intended to terminate the separate OCETSA and METSA Agreement for Communication and Emergency Telephone Services, by which METSA provides certain services to OCETSA.

8. This Memorandum of Understanding shall automatically terminate within three (3) years, or upon the dissolution of OCETSA as specified herein, whichever occurs sooner. This Memorandum of Understanding may also be extended or otherwise modified upon express written agreement of OCETSA and METSA. OCETSA or METSA may withdraw from this Memorandum of Understanding, upon thirty (30) days written notice to the other party, with or without cause. There is no waiver of governmental immunity herein.

OURAY COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY



Michelle Nauer
Michelle Nauer, Chair

ATTEST:

Jessica Mayes Tice
Jessica Tice, OCETSA Administrator/Notary Number # 20234040315

MONTROSE COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY

Paul S. Gottlieb
PAUL S. GOTTIEB, Chair

ATTEST:

Michelle Nauer
Michelle Nauer (print name)
Secretary-Treasurer (other information)



ATTACHMENT A- OCETSA IGAs

FILE
IGAS

Ouray County Emergency
Telephone Service Authority IBA
Sept 8, 2015 - ongoing

INTERGOVERNMENTAL AGREEMENT CONCERNING THE
OURAY COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY

This Agreement is made and entered into this 8 day of SEPTEMBER, 2015 by and between the following parties: the Board of County Commissioners of the County of Ouray, Colorado, ("County"); the City of Ouray, Colorado, a municipal corporation, ("City"); the Town of Ridgway, Colorado, a municipal corporation, ("Town"); the Ouray Fire Protection District, a subdivision of the state of Colorado, ("OFPD"); the Ridgway Fire Protection District, a subdivision of the state of Colorado, ("RFPD"); the Log Hill Mesa Fire Protection District, a political subdivision of the state of Colorado, ("LHMFDP"); and the Montrose Fire Protection District, a political subdivision of the state of Colorado, ("MFPD").

WHEREAS, in February, 1991 these parties entered into an Intergovernmental Agreement to establish an emergency telephone service authority, a copy of which Agreement is attached hereto as Exhibit A, and the parties did establish the Ouray County Emergency Telephone Service Authority ("Authority"); and

WHEREAS, the Authority was created pursuant to the provisions of C.R.S. 29-11-102 and has operated since 1991; and

WHEREAS, certain conditions of service, technology advances and changes in telephone usage, practices of the Authority and potential revisions to state law and regulations, including the tariff permitted to be charged to customers in order to provide emergency telephone services have occurred, are occurring or may be occurring within the near future; and

WHEREAS, the 1991 Agreement did not contemplate some of the conditions, changes and needs that the parties find to be of concern, and the parties desire to revise their Agreement with respect to the Authority.

NOW, THEREFORE, in consideration of the mutual agreements and promises made by the parties, the parties agree as follows:

1. Sections I, II, and III, VI, VII, VIII, IX, X, XI, XII, ^{XIII}XIV, and XV of the 1991 Agreement remain unchanged, except that to the extent that there is any change to the authorizing state statute. The parties intend that this Agreement will incorporate new definitions and any other changes of law affecting the organization of the Authority.
2. Section IV of the 1991 Agreement is hereby revised and amended as follows:

IV. RULES, REGULATIONS AND BY-LAWS

The governing board for the Authority may adopt by-laws, and rules or regulations as it deems necessary to carry out its functions as described herein and as provided by statute, so long as they are consistent with state law and regulations and this Agreement. The governing board of the Authority may permit non-voting participants and entities at meetings as it deems appropriate. The addition of any new voting members to the governing board shall require an amendment to this Agreement.

3. Section V. Powers of the Authority is hereby revised and amended as follows:

V. POWERS OF THE AUTHORITY

The Authority shall have the power to contract for the installation, operation and maintenance of an emergency telephone service, including "reverse 911" and

other advanced technology or notification systems utilizing telephone, whether traditional "landline," "cellular", or other technology capabilities to alert the public to emergencies in the area. The Authority shall pay the costs associated with that service from an emergency telephone charge imposed pursuant to state law and regulations, consistent with C.R.S. 29-11-102 and 102.5, or as the statute may be revised.

Since 1991 this charge has been not more than \$.70 (seventy cents) per telephone exchange per month, but the parties anticipate that such charge may be increased to reflect increasing costs of providing the emergency service, and agree that the Authority shall have the power to adjust the rate charged according to revisions made in the statute or in tariffs approved by state regulatory agencies.

The funds collected shall be used solely to pay for equipment installation costs, service charges, maintenance costs, and other costs related to the continued operation of an emergency telephone service. The funds collected shall be kept in a cash fund separate and apart from any party's general fund. Any funds remaining unexpended at the end of a year shall be carried over to the next succeeding year for the same purpose in supplying emergency telephone service. If this Agreement is ever discontinued, any balance in the cash account of the Authority shall be transferred to the general funds of the parties to this Agreement on a basis which is proportionate to the population of such parties.

Notwithstanding any other provision of this Agreement, the Authority shall have no power to contract debt or to expend or obligate expenditure of any funds in excess of the net proceeds of the emergency telephone charges imposed, paid and collected.

The Parties have agreed to the above revisions and confirm their agreement by their signatures below:

Board of County Commissioners



Chair

Date: Sept. 1, 2015


Attest:


Clerk of the Board of County Commissioners

Exhibit A

INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION
OF AN "E911" "EMERGENCY TELEPHONE SERVICE"

THIS AGREEMENT, made and entered into this 4th day of February, 1991, by and between the following parties: The Board of County Commissioners of the County of Ouray, Colorado, hereinafter referred to as "County;" the City of Ouray, Colorado, a municipal corporation, hereinafter referred to as "City;" the Town of Ridgway, Colorado, being a municipal corporation, hereinafter referred to as "Town;" the Ouray Fire Protection District, a political subdivision of the State of Colorado; the Ridgway Fire Protection District, a political subdivision of the State of Colorado; the Log Hill Mesa Fire Protection District, a political subdivision of the State of Colorado; and the Montrose Fire Protection District, also a political subdivision of the State of Colorado.

WHEREAS, pursuant C.R.S.29-11-102(1)(b), the parties to this agreement have the authority to enter into a contract establishing a separate entity to contract for and supply emergency telephone service; and

WHEREAS, part 2 of article 1 of title 29, C.R.S., as amended, encourages and authorizes agreements of this nature; and,

WHEREAS, it would serve the public welfare and be in the best interest of all of the above-referenced parties to participate in the organization, administration and common use of a central emergency telephone service authority; and,

WHEREAS, the parties desire to enter into this Intergovernmental Agreement for the following purposes: (1) to establish a separate legal entity to be known as "The Ouray County Emergency Telephone Service Authority" (hereinafter referred to as the "Authority") which shall be responsible for administering the operation of the emergency telephone service program; and (2) to define the manner in which each of the parties will participate in the Authority;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. DEFINITIONS

The definitions for the terms "emergency telephone charge," "emergency telephone service," "exchange access facilities," "governing body," "public agency," "service supplier," "service user," and "tariff rates" as used in this Intergovernmental Agreement shall be the same as

other costs related to the continued operation of an emergency telephone service. The funds collected shall be kept in a cash fund separate and apart from any party's general fund. Any funds remaining unexpended at the end of a year shall be carried over to the next succeeding year for the same purpose in supplying emergency telephone service. If this Agreement is ever discontinued, any balance in the cash account of the Authority shall be transferred to the general funds of the public agencies which are party to this Agreement on a basis which is proportionate to the contributions made by such public agencies.

The Authority may undertake any other act permitted by law which is necessary to provide the initial emergency telephone service or to continue the operation thereof, including, but not limited to, negotiation with equipment vendors and service suppliers for the purpose of obtaining the benefit of the technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided to the users.

Notwithstanding any other provision of this Agreement, the Authority shall have no power to contract debt or to expend or obligate expenditure of any funds in excess of the net proceeds of the emergency telephone charges imposed and paid.

VI. BASIS FOR CONTRIBUTION AND CHARGES TO BE IMPOSED BY THE AUTHORITY

The parties hereto agree that the basis for contribution and charges to be imposed on "service users" shall be in accordance with the provisions governing the same in C.R.S. 29-11-101 *et seq.* The parties agree that the Authority may request from the service supplier those figures required to impose a contribution or charge and to make a determination of the contribution or charge based on those figures. The parties further agree whenever those figures are required for any contribution or charge, the figures used shall be the most recent available at the time such figures are needed, unless otherwise specified herein.

VII. FUNDS AND OPERATIONS

The various monies paid into the Authority pursuant to the uniform charge per exchange access facility shall be collected by the service supplier and the parties hereto shall have no obligation to collect this uniform charge or to remit such monies to the authority. These monies shall be placed in a separate designated cash fund and shall be paid from said fund only for installation costs, equipment costs, costs directly related to the continued operation of an emergency telephone service, and for the monthly recurring charges billed by the service supplier for the emergency telephone service.

Each party to this Agreement no later than August 10th of each year. The parties to this Agreement shall then, no later than September 1st of each year, fix a new rate to take effect commencing with the first billing period of each telephone customer upon whom the charge is made, on or following the next January 1st. Immediately upon making the determination and fixing the rate, the governing body shall publish in its minutes the new rate, and shall notify by registered mail every service supplier at least ninety (90) days before such new rate will become effective. The governing body may, at its own expense require an annual audit of the service supplier's books and records concerning the collection and remittance of the charge imposed.

X. DEFAULT IN PERFORMANCE

In the event any party fails to pay its share of the operating costs then due, or to perform any of its covenants and undertakings under this agreement, the authority shall consider said party in default and cause written notice of the authority's intention to terminate said party from membership in the authority to be given to that party's governing body unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said defaults within said thirty (30) day period, the membership in the Authority of the defaulting party shall thereupon terminate and said party shall thereafter have no voting rights as a member of the Authority at any annual or specific meetings thereof, nor be entitled to representation in the Authority, and said party may thereafter be denied service by the Authority.

Furthermore, any party who is terminated under the provisions of this Section of the Agreement shall forfeit all right, title and interest in and to any property acquired by the Authority to which said party may otherwise be entitled upon the dissolution of this Agreement. This article is not intended to limit the right of any party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

XI. TERMINATION OF AGREEMENT

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties listed herein, and shall continue in full force and effect, subject to amendments, or until sooner terminated by a majority of the parties hereto.

B. Any party's participation in this Agreement may be terminated by written notice from the party or parties to the Authority at least one hundred eighty (180) days prior to January 1 of any given year. Upon termination such party shall forfeit all right, title and interest in and to any property acquired by the Authority.

C. Upon termination by mutual Agreement of a majority of the parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an


"Telephone Service" executed by any of the parties hereto is hereby
revoked and shall be of no further legal effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused their respective
names and seals to be affixed hereto, as of the day and year hereinabove
set forth.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF OURAY
STATE OF COLORADO

ATTEST:


County Clerk and Recorder


Chairman/Vice

RESOLUTION

AN RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF OURAY, COLORADO, TO SIGN AN INTERGOVERNMENTAL AGREEMENT CREATING AN "E911" "EMERGENCY TELEPHONE SERVICE AUTHORITY" IN ORDER TO ESTABLISH AND OPERATE AN EMERGENCY TELEPHONE SERVICE SYSTEM WITHIN THE COUNTY OF OURAY, COLORADO; IMPOSING AN EMERGENCY TELEPHONE CHARGE UPON TELEPHONE EXCHANGE ACCESS FACILITIES WITHIN SAID COUNTY; AND AUTHORIZING SERVICE SUPPLIERS TO COLLECT SAID EMERGENCY TELEPHONE CHARGES.

WHEREAS, in the interest of protecting and preserving public safety and welfare, it is desirable that the citizens of the County of Ouray, Colorado, be provided with emergency telephone service to aid the timely provision of emergency service; and

WHEREAS, the Board of County Commissioners of the County of Ouray, Colorado, finds that the County is lawfully authorized to impose a charge upon telephone subscribers within said County and to authorize telephone service suppliers to collect said charges, and to enter into an agreement with the governing bodies of other public agencies pursuant to C.R.S. 29-11-101 et seq., as amended, in order to establish and maintain the emergency telephone service system within the County of Ouray, Colorado; and

WHEREAS, such an emergency telephone service system would be in the best interest of the County of Ouray, Colorado.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Ouray, Colorado, as follows:

1. The Chairman of the Board of County Commissioners of the County of Ouray, Colorado, is authorized to sign the attached Intergovernmental Agreement creating an Emergency Telephone Service Authority in order to establish and maintain an emergency telephone service system in the County of Ouray, Colorado.
2. There is hereby imposed, pursuant to C.R.S. Section 29-11-101, as amended, upon all telephone exchange access facilities within the County of Ouray, Colorado, an emergency telephone charge in an amount not to exceed seventy cents (\$.70). In the event the Ouray County Emergency Telephone Service Authority recommends charges in excess of \$.70 per month, the County Commissioners of the County of Ouray shall apply to and receive approval of the Colorado Public Utilities Commission for such higher charge before the imposition thereof.
3. Telephone service suppliers providing telephone service in the County of Ouray, Colorado are hereby authorized to collect the Emergency Telephone charge imposed by this Resolution in accordance with C.R.S. 29-11-101 et seq., as amended.

INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION
OF AN "E911" "EMERGENCY TELEPHONE SERVICE"

THIS AGREEMENT, made and entered into this 4th day of February, 1991, by and between the following parties: The Board of County Commissioners of the County of Ouray, Colorado, hereinafter referred to as "County;" the City of Ouray, Colorado, a municipal corporation, hereinafter referred to as "City;" the Town of Ridgway, Colorado, being a municipal corporation, hereinafter referred to as "Town;" the Ouray Fire Protection District, a political subdivision of the State of Colorado; the Ridgway Fire Protection District, a political subdivision of the State of Colorado; the Log Hill Mesa Fire Protection District, a political subdivision of the State of Colorado; and the Montrose Fire Protection District, also a political subdivision of the State of Colorado.

WHEREAS, pursuant C.R.S.29-11-102(1)(b), the parties to this Agreement have the authority to enter into a contract establishing a separate entity to contract for and supply emergency telephone service; and

WHEREAS, part 2 of article 1 of title 29, C.R.S., as amended, encourages and authorizes agreements of this nature; and,

WHEREAS, it would serve the public welfare and be in the best interest of all of the above-referenced parties to participate in the organization, administration and common use of a central emergency telephone service authority; and,

WHEREAS, the parties desire to enter into this Intergovernmental Agreement for the following purposes: (1) to establish a separate legal entity to be known as "The Ouray County Emergency Telephone Service Authority" (hereinafter referred to as the "Authority") which shall be responsible for administering the operation of the emergency telephone service program; and (2) to define the manner in which each of the parties will participate in the Authority;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. DEFINITIONS

The definitions for the terms "emergency telephone charge," "emergency telephone service," "exchange access facilities," "governing body," "public agency," "service supplier," "service user," and "tariff rates" as used in this Intergovernmental Agreement shall be the same as

one definitions provided for those terms in section 29-11-101, C.R.S. as amended.

II. GENERAL PROVISIONS

The parties hereby create a separate legal entity to be know as "The Ouray County Emergency Telephone Service Authority," (hereinafter referred to as the "Authority") which shall be responsible for administering the operation of the emergency telephone service program as described below. The operation of said emergency telephone service shall be as herein set forth.

III. THE OURAY COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD

The Authority's governing body shall consist of seven (7) members to be selected and appointed one each by the governing boards of the respective parties, for such terms as those governing boards may elect.

IV. RULES AND REGULATIONS

The governing board for the Authority may pass supplementary rules and regulations as it deems necessary provided the supplementary rules and regulations are in compliance with Articles I and II of title 29, C.R.S., as amended, and this Intergovernmental Agreement.

V. POWERS OF THE AUTHORITY

The Authority shall have the power to contract for the installation, operation and maintenance of an emergency telephone service and shall pay the costs associated with that service from an emergency telephone charge imposed, under the terms of this section, consistent with C.R.S. 29-11-102.

Each party shall, within the limits of its jurisdiction, impose an emergency telephone charge not to exceed .70 per telephone exchange per month. In the cases where there are overlapping jurisdictions, the charge shall be imposed as follows:

- a. The charge shall be imposed by an incorporated municipality for all telephone exchanges within that municipality.
- b. The charge shall be imposed by fire protection districts for areas lying within those districts but outside the boundaries of municipalities.
- c. The charge shall be imposed by the County for all telephone exchanges lying within the County but outside municipalities and fire protection districts.

Each party shall allocate the entire net proceeds derived from the emergency telephone charge to the credit of the Ouray County Emergency Telephone Service Authority. The funds so collected shall be used solely to pay for equipment installation costs, service charges and

other costs related to the continued operation of an emergency telephone service. The funds collected shall be kept in a cash fund separate and apart from any party's general fund. Any funds remaining unexpended at the end of a year shall be carried over to the next succeeding year for the same purpose in supplying emergency telephone service. If this Agreement is ever discontinued, any balance in the cash account of the Authority shall be transferred to the general funds of the public agencies which are party to this Agreement on a basis which is proportionate to the contributions made by such public agencies.

The Authority may undertake any other act permitted by law which is necessary to provide the initial emergency telephone service or to continue the operation thereof, including, but not limited to, negotiation with equipment vendors and service suppliers for the purpose of obtaining the benefit of the technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided to the users.

Notwithstanding any other provision of this Agreement, the Authority shall have no power to contract debt or to expend or obligate expenditure of any funds in excess of the net proceeds of the emergency telephone charges imposed and paid.

VI. BASIS FOR CONTRIBUTION AND CHARGES TO BE IMPOSED BY THE AUTHORITY

The parties hereto agree that the basis for contribution and charges to be imposed on "service users" shall be in accordance with the provisions governing the same in C.R.S. 29-11-101 et seq. The parties agree that the Authority may request from the service supplier those figures required to impose a contribution or charge and to make a determination of the contribution or charge based on those figures. The parties further agree whenever those figures are required for any contribution or charge, the figures used shall be the most recent available at the time such figures are needed, unless otherwise specified herein.

VII. FUNDS AND OPERATIONS

The various monies paid into the Authority pursuant to the uniform charge per exchange access facility shall be collected by the service supplier and the parties hereto shall have no obligation to collect this uniform charge or to remit such monies to the authority. These monies shall be placed in a separate designated cash fund and shall be paid from said fund only for installation costs, equipment costs, costs directly related to the continued operation of an emergency telephone service, and for the monthly recurring charges billed by the service supplier for the emergency telephone service.

No disbursement shall be made from the funds of the Authority except by check and unless a written claim for services or commodities actually rendered or delivered has been first submitted and approved for payment by the Authority, said approval being evidenced by the Chairman and Secretary of said Authority.

The Authority may invest any funds paid into the Authority only in accordance with any applicable laws of the State of Colorado governing the investment of public funds.

Nothing herein, however, prevents the Authority from returning any surplus operating revenues provided by the parties hereto for the operation of this emergency telephone service to the respective parties hereto in the same proportion that said parties were originally required to contribute for operation.

VIII. BOOKS AND RECORDS.

The Authority shall maintain adequate and correct accounts of their funds, properties and business transactions, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents. The Authority shall cause to be conducted an annual audit, which audit shall be conducted by an independent certified public accountant licensed to practice in the State of Colorado. The Authority shall file a copy of said audit with the governing bodies of the respective parties hereto.

IX. REPORTS

Within thirty (30) days after the end of each fiscal year, the Authority shall prepare and present to the governing bodies of the seven (7) legal entities to this Intergovernmental Agreement regarding an "E911" "Emergency Telephone Service," a Comprehensive Annual Report of the Authority's activities and finances during the preceding year.

The Authority shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal and/or state officials or to whom such report is required to be made in the course and operation of Ouray County Emergency Telephone Service Authority.

The Authority shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

Prior to August 1st of each year, the Authority shall determine a rate of charge, not to exceed the amount authorized (initially .70 per exchange per month), that, together with any surplus revenue carried forward will produce sufficient revenues to fund the expenditures authorized by this Article. The Authority shall report this amount, together with the basis upon which it was derived, to

Each party to this Agreement no later than August 10th of each year. The parties to this Agreement shall then, no later than September 1st of each year, fix a new rate to take effect commencing with the first billing period of each telephone customer upon whom the charge is made, on or following the next January 1st. Immediately upon making the determination and fixing the rate, the governing body shall publish in its minutes the new rate, and shall notify by registered mail every service supplier at least ninety (90) days before such new rate will become effective. The governing body may, at its own expense require an annual audit of the service supplier's books and records concerning the collection and remittance of the charge imposed.

X. DEFAULT IN PERFORMANCE

In the event any party fails to pay its share of the operating costs then due, or to perform any of its covenants and undertakings under this agreement, the authority shall consider said party in default and cause written notice of the authority's intention to terminate said party from membership in the authority to be given to that party's governing body unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said defaults within said thirty (30) day period, the membership in the Authority of the defaulting party shall thereupon terminate and said party shall thereafter have no voting rights as a member of the Authority at any annual or specific meetings thereof, nor be entitled to representation at the Authority, and said party may thereafter be denied service by the Authority.

Furthermore, any party who is terminated under the provisions of this Section of the Agreement shall forfeit all right, title and interest in and to any property acquired by the Authority to which said party may otherwise be entitled upon the dissolution of this Agreement. This article is not intended to limit the right of any party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

XI. TERMINATION OF AGREEMENT

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties listed herein, and shall continue in full force and effect, subject to amendments, or until sooner terminated by a majority of the parties hereto.

B. Any party's participation in this Agreement may be terminated by written notice from the party or parties to the Authority at least one hundred eighty (180) days prior to January 1 of any given year. Upon termination such party shall forfeit all right, title and interest in and to any property acquired by the Authority.

C. Upon termination by mutual Agreement of a majority of the parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an

effective disposition of the property, equipment and monies required or held pursuant to this Agreement.

D. In the event that any party hereto elects to terminate its participation in this Agreement prior to the end of any period of this Agreement not in accordance with subsection B of this section, such party shall be considered in default of this Agreement pursuant to Article XI and accordingly shall forfeit its entire interest in the emergency telephone service.

XII. AMENDMENT

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing and executed by the majority of the parties hereto.

XIII. LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND EMPLOYEES

The members of the governing board for the Authority and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance to provide coverage for the governing board members and the Authority against suits or suits which may be brought against said members of the board or the Authority involving or pertaining to any of their acts or duties performed or omitted for the Authority in good faith.

The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the members of the Authority Board.

XIV. SEVERABILITY CLAUSE

If any provision of this Agreement or the application hereof to any party or circumstances is held invalid, such invalidity shall not effect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of the agreement are declared to be severable.

It is intended that the emergency telephone authority be considered a governmental entity falling under the provisions of the Colorado Governmental Immunities Act. This Agreement shall not be deemed to create any liability on the part of the Authority, its Board of Directors, employees, agents or the parties to this Agreement, or their elected or appointed officials, employees or agents.

XV. REVOCATION

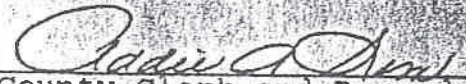
It is understood and agreed by and between the parties hereto that any prior Intergovernmental Agreements concerning an "E911" "Emergency

"Telephone Service" executed by any of the parties hereto is hereby
revoked and shall be of no further legal effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused their respective
names and seals to be affixed hereto, as of the day and year hereinabove
set forth.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF OURAY
STATE OF COLORADO

ATTEST:



County Clerk and Recorder



Chairman/Vice

ATTACHMENT B- OCETSA & METSA IGA

**AGREEMENT FOR COMMUNICATION
AND EMERGENCY TELEPHONE
SERVICES**

THIS AGREEMENT FOR COMMUNICATIONS AND EMERGENCY TELEPHONE SERVICES is made and entered into this ____ day of _____, 2004 between **the Ouray County Emergency Telephone Service Authority** (hereinafter "OCETSA"), acting by and through its Authority Board, and **the Montrose Emergency Telephone Service Authority** (hereinafter "METSA"), acting by and through its Authority Board.

RECITALS

WHEREAS, pursuant to C.R.S. §§ 29-11-100.5 *et seq.*, OCETSA and METSA are Emergency Telephone Service Authorities and are authorized to provide for emergency telephone service, as defined in C.R.S. § 29-11-101(2), and to charge an emergency telephone charge, as defined in C.R.S. § 29-11-101(1.7) to service users to cover the expense of providing 911 emergency telephone services, including the expense of maintaining a Public Safety Answer Point ("PSAP"), as defined in C.R.S. § 29-11-101(6.5); and

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. § 29-1-203, governments, including Emergency Telephone Service Authorities, may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, provided that such cooperation or contracts are authorized by each governmental entity thereto with the approval of its respective legislative body or other authority having the power to approve such cooperation or contracts; and

WHEREAS, C.R.S. § 29-11-104(1) authorizes Emergency Telephone Service Authorities to contract with other political subdivisions or other public agencies such as other Emergency Telephone Service Authorities for the administration of emergency telephone service; and

WHEREAS, OCETSA desires to contract with METSA so that those 911 calls originating from Electronic Service Numbers located in Ouray County and all 911 calls originating from cellular phones in Ouray County will be routed to a PSAP in Montrose County provided by METSA and that such calls will be handled pursuant to the terms of this Agreement; and

WHEREAS, Ouray County, the City of Ouray, the Town of Ridgway, the Ridgway Fire Protection District, and the Log Hill Fire Protection District have entered into various agreements for emergency dispatch services and other emergency services with Montrose County; and

WHEREAS, METSA is agreeable to providing the specified 911 services to OCETSA for the consideration and under the terms specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, OCETSA and METSA agree as follows:

I. DEFINITIONS

1. The definitions for "emergency telephone service," "emergency telephone charge," "service users," "service supplier," and "public safety answering point (PSAP)" as used herein shall be the same as the definitions provided for these terms in C.R.S. § 29-11-101.

II. SCOPE OF SERVICES

1. The Parties will work cooperatively with the service suppliers in Ouray County to transfer and such service suppliers shall transfer, pursuant to this Agreement, all 911 emergency calls originating from Electronic Service Numbers ("ESNs") located in Ouray County and all 911 calls originating from cellular phones in Ouray County to the METSA PSAP, which currently is located at and operated by the Montrose County Communications Center ("the Communications Center") of the Montrose County Sheriff's Office in the Montrose County Justice Center.

2. METSA agrees to handle such 911 emergency calls originating from the ESNs located within Ouray County.

3. METSA agrees to provide the PSAP for all 911 emergency calls originating from the ESNs located within Ouray County and all 911 calls originating from cellular phones in Ouray County.

4. Montrose County currently staffs and maintains the Communications Center as a PSAP for the purpose of answering 911 emergency calls and providing emergency and non-emergency communications for Montrose County and other local and regional emergency service providers. It is understood and agreed by the Parties hereto that the Communications Center is under the direction and supervision of the Montrose County Sheriff's Office ("MCSO") and that MCSO is solely responsible for the hiring, termination and training of the Communication Center employees and the day-to-day operations of the Communications Center. It is further understood that Montrose County and the MCSO are not parties to this Agreement.

III. TERM OF AGREEMENT/RENEWAL

1. The term of this Agreement shall commence on January 1, 2005 and run through December 31, 2005, after which this Agreement may be renewed for successive one (1) year terms commencing January 1 of the renewal year. Such renewal under this paragraph shall be on the same terms and conditions as contained in this Agreement, except that the amount of the fee for services may be renegotiated annually based on the number of phones, both wire lines and cellular phones, existing in Ouray County as a percentage of the total phones managed and assigned to the METSA PSAP. METSA shall provide OCETSA notice of the rate for the renewal year by October 31, and unless OCETSA objects in writing prior to by December 1, the Agreement shall be renewed for an additional year at the rate specified in the notice.
2. Either party hereto may withdraw from this Agreement upon a minimum of nine (9) months advance written notice to the other party.

IV. FEE FOR SERVICES

1. OCETSA agrees to pay METSA annually for the services under this Agreement an amount equal to nine percent (9%) of METSA's annual expenditures for the calendar year 2004.
2. Nothing in this Agreement shall be construed so as to impose any financial obligation on any of the individual entities that may compose OCETSA.

V. EMERGENCY TELEPHONE CHARGE

1. METSA and OCETSA shall have all powers as provided under C.R.S. § 29-11-102 through § 29-11-104, inclusive, to incur equipment, installation, and other related costs for the continued operation of emergency telephone service and to pay such costs by imposing an emergency telephone charge.
2. In accordance with C.R.S. § 29-11-102(1)(b), METSA and OCETSA shall each make payments for such operational costs of emergency telephone service from the emergency telephone charges imposed under the authority of C.R.S. § 29-11-102(1)(a).
3. OCETSA may use revenues generated from emergency telephone charges within Ouray County to fund any part of its obligations under this Agreement, as well as other necessary expenditures authorized by law.

VI. NON-WAIVER OF GOVERNMENTAL IMMUNITY

1. Nothing in this Agreement shall constitute a waiver by any party hereto of the provisions of the Colorado Government Immunity Act.

VII. INDEMNITY

1. OCETSA shall indemnify and hold harmless METSA, including its officers, directors and agents, from and against any and all expenses, liabilities and claims which may be made by Ouray County or any agency or department thereof arising out of or in connection with the transfer of ESN numbers in accordance with this Agreement. The obligations assumed by OCETSA pursuant to this paragraph shall not be construed to extend to any injury, loss or damage which is caused by the act, omission or other fault of METSA, its successors, assigns, agents, representatives, officers or employees.

VII. NOTICE

1. Written notice shall be provided to the Parties at the following locations:

METSA
P.O. Box 33
Olathe, Colorado 81425

OCETSA
Ouray County Emergency Planning
541 4th Street
P.O. Box C
Ouray, Colorado 81427

2. All notices required under this Agreement shall be deemed to have been effectively made upon the day of actual receipt by recipient.

VIII. MISCELLANEOUS

1. As soon as authorized by amendment to the Inter-governmental agreement creating METSA, it is agreed that both METSA and OCETSA shall have one voting member on each others Board for purpose of maintaining effective communications between METSA and OCETSA. The METSA member on the OCETSA Board shall normally also be the Montrose Fire Protection District member since Montrose Fire Protection District provides some services in Ouray County.

2. No party hereto shall assign, sublet, or transfer any rights or obligations arising under this Agreement or any interest herein without prior written consent of all parties hereto. Any waiver of any breach of this Agreement or any obligation hereunder shall not constitute a waiver of any other breach or obligation under this Agreement.

3. This Agreement shall constitute the entire integrated and merged understanding and agreement between the parties hereto with respect to the subject matter hereof and all prior agreements, terms, conditions, and understandings shall be deemed to have merged into and become a part of this Agreement.

4. Each and every clause of this Agreement shall extend to, benefit, survive, and bind the successors and assigns of the parties hereto respectively.

5. Any modification or additions to any term, condition, or agreement contained herein, including the addition of any new participating entity, shall be void and not binding unless set forth in writing and approved and signed by all parties hereto.

6. It is understood that this Agreement and the services provided hereunder are separate and distinct from any emergency dispatch services that exist between Ouray county and/or other emergency services agencies in Ouray County.

7. Each person signing this Agreement on behalf of each respective 911 Authority affirms and warrants that he or she has the authority to enter into this Agreement on behalf of their respective 911 Authority and that he or she has the power to bind such 911 Authority to all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the respective parties have hereunto set their signatures and date of signature accordingly.

MONTROSE EMERGENCY TELEPHONE
SERVICE AUTHORITY

By: Wm J. Watson
Chairman

Date: 2/23/05

ATTEST:



OURAY COUNTY EMERGENCY TELEPHONE
SERVICE AUTHORITY

By: Alan Shultz
Chairman

Date: 021505

ATTEST:



320 6th Avenue
PO Box 468
Ouray, Colorado 81427



CITY OF
OURAY
COLORADO

970.325.7211
Fax 970.325.7212
info@cityofouray.com

To: Mayor & City Council
From: Joe Brown Parks and Recreation Director
Date: 4/20/2026
Agenda Item: PSC for Mid America Pool Renovation Overlook Re-Shell

REQUEST:

Consider approval of the Professional service contract to implement the pool reshell of the overlook this fall.

INTRODUCTION:

This is approval for a professional service contract for Mid America pool renovation to perform the re-shell of the overlook pool. This project is essential to the longevity of the pool and critical in nature.

ANALYSIS:

The overlook pool has needed to be re-shelled and refinished for some time. The thermocycling of our pools causes significant cracks, chipping and eroding of the pool. It is the parks departments' recommendation that this project happen as soon as possible due to the nature of our Hot water and low winter temperatures. Typical municipal pool should be plastered every 7 years. This project will replace our porous concrete based surface with a polymer based surface. The surface is more malleable and thus more equipped to deal with swinging temperatures. This project also include replacement of the tile which is largely damaged or missing. This product comes with a 15 year warrantee, other vendors were unwilling to warrantee the product given our temperatures. This will require a week long facility wide closure and a closure of the overlook lasting 2 weeks.

BUDGET / STAFF IMPACT:

This project will cost \$286,568.00 to complete. The budgeted amount for this project was \$240,000.

ORGANIZATIONAL ALIGNMENT:

This project is a requirement to continue to maintain our facility. This aligns with the fiscally responsible goal of our organization by ensuring we have a surface that lasts and is warranted.

RECOMMENDED ACTION OR PROPOSED MOTION:

I recommend Council approves the professional service contract and bid award to Mid America pools for the sum of \$286,568.00

ATTACHMENT(S):

The PSC is attached

The Bid is attached

The schedule is attached.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature hereto ("Effective Date"), by and between the CITY OF OURAY, COLORADO, a Colorado home-rule municipality (the "City"), and MID-AMERICA POOL RENOVATION, INC., a Missouri corporation ("Contractor").

WHEREAS, the City desires that Contractor perform the services of resurfacing, repairing, and retiling the Overlook Pool at the Ouray Hot Springs Pool and Fitness Center as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the proposal attached as **Exhibit A** (the "Services"); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. Services. The City agrees to retain Contractor to provide the Services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference, and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor and request additional, as-needed services consistent with the Services identified in **Exhibit A**. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

2. Compensation.

a. Subject to annual appropriation, the City agrees to pay Contractor for the Services in accordance with the bid summary in **Exhibit A**; however, the total amount shall not exceed a sum of \$286,568.00. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

b. Tax Exempt. The City is exempt from federal excise taxes and from State and local sales and use taxes. The City shall not be liable for the payment of any excise, sales, or use taxes imposed on Contractor. A tax exemption certificate will be made available upon Contractor's request. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Agreement.

3. Term: Time of the Essence.

a. Unless extended by written agreement of the parties, the Term of this Agreement shall be from the Effective Date until the Services are completed or 364 days after the Effective Date, whichever is sooner.

b. Contractor agrees and acknowledges that time is of the essence in the performance of the Services. Contractor shall substantially complete the Services not later than September 28, 2026. Contractor acknowledges that the City will suffer loss and damages that are difficult to quantify if the Services are not completed within the timelines set above. Accordingly, the Parties agree that the Contractor shall be liable to the City for liquidated damages of \$1,000.00 for each day the Services are not substantially complete following the substantial completion deadline until the Services are completed. In no event shall aggregate liability of Contractor to pay liquidated damages exceed 50% of the contract price.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

5. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the Services and payment in full of all monies due to the Contractor. For construction projects, Contractor agrees to provide City with final as-built drawings of the final installation and construction of the materials in an electronic format, as deemed acceptable by the City. Contractor further agrees that payment may be withheld by the City, and the project deemed incomplete, until such final as-built files are delivered and received by the City.

6. The City's Obligations/Confidentiality. The City shall provide Contractor with reports and such other data/information as may be available to the City and reasonably required by Contractor to perform hereunder and Contractor is entitled to rely on that information. No project information shall be disclosed by Contractor to third parties without prior written consent of the City or pursuant to a lawful court order directing disclosure. All documents provided by the City to Contractor shall be returned to the City at termination of this Agreement. Contractor is authorized by the City to retain copies of such data and materials at Contractor expense during the term of this Agreement.

7. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

8. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. **Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

9. Insurance Requirements. Unless waived in writing by the City, Contractor shall maintain the following insurance:

- a. Commercial General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of commercial general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- c. Terms of Insurance.
 - (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other material modification except after thirty (30) days prior written notice to the City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.
 - (ii) The policies described herein shall be for the mutual and joint benefit and protection of Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.
- d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the City an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be

attached hereto as **Exhibit B** and incorporated herein by reference.

- e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.
- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's opinion, such variations do not substantially affect the City's interests.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, hold harmless, and defend the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, agents, or subcontractors in the performance or nonperformance of its obligations under this Agreement.

11. Accessibility Indemnification. Contractor shall indemnify, save, and hold harmless the City, its officers, employees, and agents, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the City's officers, employees, and agents in relation to Contractor's failure to comply with C.R.S §§ 24-85-101, et seq., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S §24-85-103 (2.5).

12. Accessibility. Contractor shall comply with and the work product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

13. Termination.

a. Not for Cause.

- (i) The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such

termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, if any, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the City, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

14. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend City against any claim brought against City for improper use or infringement upon any software or intellectual property interest.

15. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Ouray Municipal Code and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

16. Compliance with C.R.S. § 24-91-103.6. To the extent this Agreement constitutes a public works contract, as defined C.R.S. § 24-91-103.5(b), the City has appropriated money equal to or in excess of the contract amount set forth herein. Contract modification, as defined in C.R.S. § 24-101-301(10), or other form of modification or directive by the City requiring additional compensable Services to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Services, are

prohibited unless the Contractor is given written assurance by the City that lawful appropriations to cover the costs of the additional Services have been made and the appropriations are available prior to performance of the additional Services or unless such Services are covered under a remedy-granting provision in this Agreement. For such additional Services, the City shall reimburse the Contractor for the Contractor's costs not more frequently than once every thirty (30) days for all additional directed Services performed until an amendment to the Agreement contract modification is finalized; however, in no instance shall reimbursement be required before Contractor has submitted an estimate of cost to the City for the additional compensable Services to be performed.

17. Surety Bond. To the extent required by C.R.S. § 38-26-106, Contractor shall provide the surety and performance bonds.

18. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof. Contractor shall comply with all applicable laws, rules, and ordinances, as well as any grant fund requirements that may apply to the Services.

19. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement. Contractor shall not be relieved of its obligations to perform the Service in accordance with this Agreement as a result of any course of dealing with the City. Course of dealing, no matter how long, is not intended to be, and shall not be construed as, an amendment to this Agreement.

20. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

21. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

22. Assignability. Contractor shall not assign this Agreement without the City's prior written consent.

23. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

24. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

CITY OF OURAY, COLORADO

By: _____

Title: _____

Date: _____

ATTEST:

City Clerk

CONTRACTOR:

By:  _____

Title: President _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS' COMPENSATION
LAW AND ACKNOWLEDGEMENT OF
RISK/HOLD HARMLESS AGREEMENT**

The undersigned Contractor certifies to the City of Ouray ("City") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the City with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the City.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the City liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the City, and Contractor agrees to defend, indemnify, and hold harmless the City from all such claims.

CONTRACTOR:

By:

Title:



President

20 February 2026

Joe Brown

Parks and Recreation Director
City of Ouray, CO
320 6th Ave
Ouray, CO 84427

Mid-America Pool Renovation, Inc. is pleased to submit the following enclosed bid and information for work on the City of Ouray, CO Overlook Pool Resurfacing and Tile Replacement Project. We:

- Specialize in swimming pool re-surfacing and repairs and have over 40 years' experience renovating swimming pools.
- Offer a variety of swimming pool renovation procedures, including ceramic tile installation and replacement of swimming pool surfaces.
- Are fully insured and bondable. We are members of the International Concrete Repair Institute, the Association of Pool & Spa Professionals, the National Plasterers Council, the Waterjet Technology Association, and have an A+ Rating with the Better Business Bureau of Greater Kansas City.
- Mid-America Pool Renovation, Inc. does not use subcontractors.
- Maintains full insurance coverage and has enclosed a sample Certificate of Insurance, and enforces a drug-free workplace.

Our **Major Commercial Reference Lists** are included in this proposal. Feel free to contact any of these references regarding our reputation, quality of work, and warranty services.

 poolrenovation.com
 5929 E. 154th Terrace
Grandview, MO 64030
 816.994.3300 Kansas City
773.278.7349 Chicago
636.537.0108 St. Louis
800.253.7349 Other Areas

- Pool Interiors
- New Tile
- New Coping
- Deck Resurfacing
- Water Features
- Structural Repair + Additions



Bid Summary

Overlook Pool

*White INTER-GLASS®:	\$204,750.00
Tile:	\$76,200.00
Bonds:	\$5,618.00

*The White INTER-GLASS® surface cost includes replacement of the 18"x18" Main Drain Covers, Floor Fittings, Wall Fittings, and Gutter Drain Grates. Pricing does not include replacement of pool lighting.

Mid-America Pool Renovation, Inc. suggests an alternate project start date of August or September 2026. Final dates will be confirmed upon the execution of the contract.

Additionally, regarding the City of Ouray's concerns about patron discomfort from fumes generated during the INTER-GLASS® installation, the City may choose to close the facility for 1-2 days while this work is performed. Hydroblasting would not take place as a means of removing the current pool surface.

The prime contact for the owner, City of Ouray, CO Overlook Pool Resurfacing and Tile Replacement Project, will be Ryan Thompson, Project Manager and writer of this letter.

Sincerely,



Ryan Thompson
Project Manager

Mid-America Pool Renovation, Inc.
ryan@poolrenovation.com

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City of Ouray, CO Milestone Schedule

2 Days – Travel to jobsite.

1-Week – Surface and tile prep.

1-4 Days – Step, bench, and waterline tile installation.

1-6 Days – INTER-GLASS® installation on the Pool including cure time of 2-3 days.

1-2 Days - Site cleaning.

1 Day – Walk-through with City of Ouray representative(s).

INTER-GLASS®

by Mid-America Pool Renovation, Inc.



INTER-GLASS® Premium Pool Interiors

Nearly all our projects include a new pool interior. Due to the corrosive nature of swimming pool water, the pool interior is typically what deteriorates first. We specialize in long lasting interior products and offer only those we can warranty will last.

A premium pool surface, INTER-GLASS® has a 25-Year limited manufacturers warranty on both material and installation. Compared to paint, plaster, vinyl-PVC membranes, or fiberglass products, INTER-GLASS® has long-term cost benefits.

INTER-GLASS® is engineered to become part of your pool structure. It isn't a separate, cover-up liner that just hangs there.

Mid-America Pool Renovation, Inc. is based in Kansas City. INTER-GLASS® is engineered for the tough freeze-thaw climate as well as for indoor environments.

INTER-GLASS® comes in natural colors, poly-aggregate finishes, and gorgeous, luminescent Moon-Glo®. It is non-skid, and all steps and benches are demarked with frost proof ceramic diamond, or solid-rowed tiling to meet State and National Safety standards.

Two key benefits of INTER-GLASS® are its ability to repair cracks and its resistance to pool chemical abuse. It is an inert surface and thus your pool water will require fewer chemicals—a health and cost advantage.

INTER-GLASS®

Strong and Flexible

Polymeric Materials in the 21st Century

Because of their efficient installation, low weight-to-strength ratio, and flexural properties, Polymeric materials play a larger and larger role in general, infrastructure and water containment construction and rehabilitation.

One of the most famous earthquake structural repairs done with Polymeric technology was on the vaults supporting the ceiling and frescos at the Basilica of St. Francis of Assisi in Italy.



Polymeric resins, Glass, Carbon and Aramid Fabrics were used in repairs for earthquake damage.



Basilica of St. Francis Assisi, Italy

The California Earthquake Pool

This famous INTER-GLASS® pool is a featured case study in the book *The Swimming Pool by Tom Griffiths*. A plaster pool was severely damaged by an earthquake and shifting hillside.



The Pool Interior You Can Count On

With thirty years experience applying cement-based pool linings such as pool plaster and Pebblecrete® on pool interiors, in the early 1990's we began offering a premium process: INTER-GLASS®.

Our experience with pool surfaces and pool renovation allowed us to look at Polymeric installation as more than just simply placing a layer of new material onto any aged surface. We knew that even the best pool products fail without quality surface preparation and attention to detail. Each type of pool construction—concrete, metal, acrylic, or molded fiberglass—requires a specialized installation process.

Benefits of choosing INTER-GLASS®

- Seals & repairs cracks
- Strength with flexibility
- Becomes part of your pool shell
- Strengthens the aging pool shell
- Seamless
- Reduces pool chemical usage
- Lowers pool maintenance
- Periodic imbalances in pool chemistry will not affect the pool surface
- Cannot shrink, crack or spall like plaster
- Cannot blister like pool paint
- Cannot tear, be punctured, or wrinkle up like Vinyl PVC membranes
- **PVC-FREE**
- Safe—Exceeds FDA specs for contact with food.
- 15-Year Limited Warranty
- Installed by a company with years of experience and a reputation for quality and service.

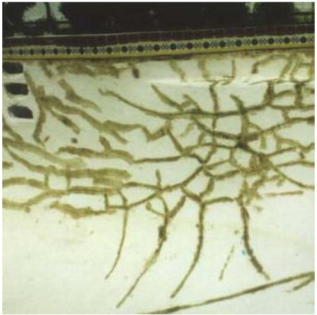
The INTER-GLASS® Process

The INTER-GLASS® process incorporates deep penetrating and sealing Protective Barrier System technology, along with fully bonded, seamless closed-coat water containment system that becomes an integral part of your pool.



The first phase is the prep of your pool's interior surface. The type and extent of prep depends on the type of pool construction, condition of the pool surface, whether the pool is painted, or whether a PVC liner must be removed.

◀ Hydro-blasting paint.



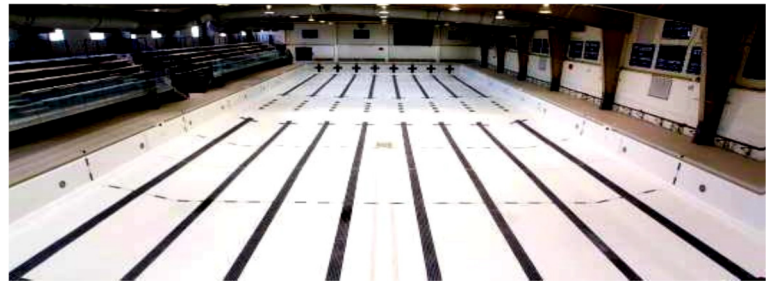
Next cracks are repaired with the INTER-GLASS® crack repair system. We use only top-grade products and methods, including biaxial and multi-axial fabrics, and Kevlar® (by DuPont) with special resins for greatest strength, flexibility, and permanence.

PROTECTIVE BARRIER SYSTEM. Our penetrating Protective Barrier System bonds to and seals the pool shell. The type of resin used depends on whether the construction is cement, metal or fiberglass. This rubber



modified Barrier System has superior elongation qualities that mold chemically to the INTER-GLASS® resins, creating an impermeable surface that strengthens your pool shell.

The final phase is a multi-part process that ensures the surface of your pool is strong and beautiful. INTER-GLASS® gel and fabric is hand applied to ensure custom fit, strength and consistency. It chemically bonds to the penetrating resin and becomes part of your pool shell.



INTER-GLASS® - The Premium Pool Interior

We make pools beautiful again.

The INTER-GLASS® Crack Repair System

Structure cracks are ugly and expensive. Water and chemicals must be continually replaced. In addition, if not permanently repaired, cracks allow chemically treated water to reach the reinforcing steel within your pool shell. Such water intrusion causes degradation in the integrity of the pool structure and freeze / thaw damage of the concrete.



1/4" concrete crack

Crack repair with Kevlar (by DuPont) and special resins

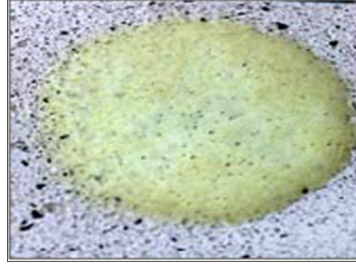


The INTER-GLASS® crack repair system incorporates biaxial and multi-axial fabrics, and Kevlar® (by DuPont) with special penetrating resins to repair and seal structure cracks. Kevlar® (by DuPont) withstands over 400,000 PSI (pounds per square inch).

Old panel pool—or new gunite pool?



The Muriatic “Acid Test”



Acid erodes cement-based Diamond Brite®



Acid doesn't react with INTER-GLASS®

QUALITIES OF INTER-GLASS®

Light weight	Non-abrasive
Strong	Flexible
Durable	Non-porous
Algae-Resistant	Chemical Resistant

PROPERTIES OF INTER-GLASS®

Flexural Strength	77F	35,000 psi
Tensile Strength	200F	24,000 psi
Compressive Strength-Rupture/Yield	-	25,000 psi
Melting Temperature	-	245°C
Percent Shrinkage		0.0001

Porosity Resistance	Virtually none at normal application
Pigment Separation	Essentially free of separation
Durability	Color will have significant retention when exposed

CHEMICAL RESISTANCE OF INTER-GLASS®

Chemical	% by Weight	Temperature
Calcium Chloride	100	210°F
Calcium Hypochloride	100	160°F
Chlorine Wet Gas	100	210°F
Chlorine Dry Gas	100	210°F
Chlorine Water	100	180°F
Copper Chloride	100	210°F
Copper Sulfide	100	210°F
Detergents Sulfonated	100	210°F
Fatty Acids	100	210 °F
Hydrochloric Acid	20-37	180°F
Acid with Chlorine Gas	30	180°F
Potassium Chloride	100	210°F
Soaps	100	210°F
Sodium Bisulfate	100	210°F
Sodium Chloride	100	210°F
Sea Water	100	210°F

Mid-America Pool Renovation, Inc.

INTER-GLASS® Reinforced Polymeric System

INTER-GLASS®

TECHNICAL SPECIFICATIONS

Compiled and Adapted from National Spa & Pool Institute's (NSPI), now called The Association of Pool & Spa Professionals (APSP), Service Tech Manual, 5th Edition, the National Association of Corrosion Engineers (NACE) COATINGS AND LININGS FOR IMMERSION SERVICE, preparation and application standards from The Society for Protective Coatings (SSPC), Guide to the Use of Materials in Waters, the CSI *MasterFormat*, other chemical and technical publications for the swimming pool, FRP, water containment systems, corrosion prevention industries, and MID-AMERICA POOL RENOVATION, Inc.'s PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION which includes surface preparation and application standards for the INTER-GLASS® Reinforced Polymeric System for surfacing concrete, aluminum, galvanized steel, stainless steel surfaces, acrylic vinyl fiberglass surfaces, vinyl liner swimming pool conversions, and ceramic tile, marker and logo installations.

NOTE: These Specifications are available as a MS Word document file.

PART 1-GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to this section.

1.02 SUMMARY OF WORK INCLUDED

- A. Information on MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS® Reinforced Polymeric System of special aquatic and water containment systems and resinous monolithic surfaces, to items and surfaces scheduled, including MID-AMERICA POOL RENOVATION, Inc.'s surface preparation, negative-side waterproofing Barrier coats, ceramic tile installations and filler recommendations.

1.03 RELATED WORK

- A. Related work which is specified elsewhere

1. CONCRETE, DIVISION 03, 03 00 00
 - a. 03 24 00 Fibrous Reinforcing
 - b. 03 25 00 Composite Reinforcing
2. MASONRY, DIVISION 04, 04 00 00
3. WOOD, PLASTICS, AND COMPOSITES, DIVISION 06, 06 00 00
 - a. 06 70 00 Structural Composites
4. FINISHES, DIVISION 09

- a. 09 01 00 Maintenance of Finishes
- b. 09 25 00 Other Plastering
- c. 09 27 00 Plaster Fabrications
- d. 09 30 00 Tiling
- e. 09 90 00 Painting and Coating

5. SPECIAL CONSTRUCTION, DIVISION 13, 13 00 00

1.04 REFERENCES

1. American Society for Testing and Materials (ASTM)
 - a. ASTM D 4259 - 88 (Reapproved 2012), Standard Practice for Abrading Concrete.
 - b. ASTM D 4258 - 05 (Reapproved 2012), Standard Practice for Surface Cleaning Concrete for Coating.
 - c. ASTM D 5295 - 00, Standard Guide for Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems
2. International Concrete Repair Institute (ICRI)
 - a. Concrete Repair Manual, Fourth Edition, Volumes 1 & 2
 - a. Guideline No. 310.1R-2008, Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion.
 - b. Guideline No. 03732, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays
 - c. Guideline No. 03733, Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces
 - d. Guideline No. 03731, Guide for Selecting Application Methods for the Repair of Concrete Surfaces
3. American Concrete Institute (ACI)
 - a. ACI 440.2R-02, Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures
4. Concrete Repair Manual, Volumes 1, 2 (Joint Publications of the ACI and ICRI)
5. Society for Protective Coatings (SSPC)
 - a. Surface Preparation Specifications and Practices
 - b. SSPC-VIS 2, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces
6. Guide to the Use of Materials in Waters (NACE)
7. Association of Pool & Spa Professionals (APSP)

- a. BASIC POOL & SPA TECHNOLOGY, 4th Edition
- 8. National Plasterers Council
 - a. Technical Manual, Sixth Edition
- 9. National Association of Corrosion Engineers (NACE)
 - a. COATING & LININGS FOR IMMERSION SERVICE
- 10. The Society for Protective Coatings (SSPC)
 - a. The INSPECTION of COATINGS and LININGS
- 11. International Standards Organization (ISO)
 - a. The Rust Grade Book
- 12. Mid-America Pool Renovation, Inc. Practical Guide Book for INTER-GLASS® Installation (Proprietary)

1.05 DEFINITIONS AND ACRONYMS

AFRP: Aramid Fiber-Reinforced Polymer

Aramid: Heat and flame resistant reinforcement fabric

Barcol Reading: Measurement and determination of a hardness of a material

Barrier Coat, Barrier System: Material used to isolate a coating or surface system from a sub-surface to which it is applied to prevent chemical or physical interaction between the two.

Catalyst: Substance that initiates and speeds the rate of polymerization, (hardener).

CFRP: Carbon Fiber-Reinforced Polymer

Composite: Material or substance created by a combination of two or more independent materials or substances.

Creep: Change, including incremental movement over time of a material under load.

Cure: Changing the properties of a thermosetting material or composite to a hardened state by temperature rise or other reactions. In thermosetting materials or composites, cure is irreversible.

Debonding: Separation at the point of the subsurface and the contact material or the contact composite.

Degradation: Detrimental change in the quality of a material through physical, mechanical or chemical wear

Delamination: Separation in the bond between a material and substrate, or separation between layers of a material.

DCOF: Dynamic Coefficient of Friction measuring the Slip Resistance of surface.

Elastomer, Elastomeric: A natural or synthetic polymer which at room temperature can be stretched repeatedly to at least twice its original length, and then return to its original length when the tensile force is removed.

Epoxy Resin: Thermosetting polymer created through a reaction of an Epichlorohydrin, Bisphenol A, or F, and an amino hardener.

Fabric: Woven, non-woven, stitched or knitted cloth material.

Fatigue: Weakening and or fracturing of a material or composite identified by brittle type cracking characteristics and caused by repeated applied loading stresses.

Fiberglass: A manufactured composite material using glass fibers, resin, and a catalyst.

Flexural Strength: Measurement of the maximum strength a material can withstand while being bent under a load before breaking

FRP: Fiber Reinforced Polymer

GFRP: Glass Fiber Reinforced Polymer

Hydro-Blasting, Ultra High Pressure Water Jetting: Water blasting in the range of 10,000 psi - 40,000 psi.

INTER-GLASS®: Glass & Aramid Reinforced Polymeric System

Isophthalic Resin: A high molecular weight resins with good chemical & thermal resistance.

Mat: A glass fibrous material composed of random filament strains of irregular shape and sizes for use with Polymeric Resins and Gels.

Modulus: Rate of change of strain as a function of stress

Negative Side Water-proofing: An application wherein the waterproofing system and source of hydrostatic pressure are on opposite sides of the structure.

NPG (Neo-pentyl-glycol) Resin: A resin with developed properties such as having a high molecular weight, superior chemical and thermal resistance, being highly hydrophobic and UV stable, and having a high gloss potential.

Polyester Resin: A synthetic, thermosetting resin product of dicarboxylic acid and dihydroxy alcohol.

Polymer (Polymeric): Structural units of molecules of a substance that repeat any number of times. Also, large molecules produced by a chemical process utilizing reactions through heat and energy.

Polyurethane: A coating that is a combination of an isocyanate and member of the hydrogen group.

Resin: Liquid Polymeric material that when catalysed forms a hard, rigid substance.

Shelf Life: Period of time that materials can be used if stored under manufacturers recommendations.

Tensile Strength: Measurement of the maximum strength a material can withstand while being stretched or pulled before failing or breaking.

Thermoset: A resin that when catalysed hardens and cannot be melted or reshaped for further use.

Vinyl Ester Resin: A binding, thermosetting resin for glass fibers and adhesives.

VOC: Carbon based volatile organic compounds.

1.06 SYSTEM DESCRIPTION

Types of special coating systems required for the project include:

Special Polymeric Aquatic Coatings for Submerged Environmental Use:

INTER-GLASS® systems developed for submerged environmental conditions, comprised of a negative-side waterproofing Barrier Coat, bonding agents, additives, and glass fibers forming an integral, fully-bonded, water tight coating system for surface sealing and ceramic tile installations.

1.07 QUALITY ASSURANCE

A. Manufacturer / Installer Materials: MID-AMERICA POOL RENOVATION, Inc. has over 25-Years of successful experience as a one-source provider in the manufacturing and installing of INTER-GLASS®.

1. Mid-America Pool Renovation, Inc. shall provide Daily documented report sheets during the installation process gauging the control processes used that influence installation.

B. Source Responsibility & Compatibility: MID-AMERICA POOL RENOVATION, Inc. will provide and apply a sample of *SpecialRESIN* and other undercoat materials compatible with the finish coat INTER-GLASS®.

C. Coordination of Work: MID-AMERICA POOL RENOVATION, Inc. will review job conditions, materials, and substrate system and notify the Architect or Owner of any problems anticipated in using the INTER-GLASS® SYSTEM coating that is specified.

D. Field Samples: On actual wall and floor surfaces, MID-AMERICA POOL RENOVATION, Inc. will duplicate coating finishes of prepared INTER-GLASS® samples.

E. Material Quality: MID-AMERICA POOL RENOVATION, Inc. will provide the best quality grade of INTER-GLASS®. INTER-GLASS® is manufactured for submerged environmental conditions, including chlorine, muriatic acid and other swimming pool chemicals. Finish materials not displaying MID-AMERICA POOL RENOVATION, Inc.s' identification will not be acceptable.

Federal specifications establish a minimum quality level for coating materials, except where other product identification is used. MID-AMERICA POOL RENOVATION, Inc. will provide written certification that the materials provided meet or exceed these criteria.

F. Value Engineering: MID-AMERICA POOL RENOVATION, Inc. is amenable to participating in Value Engineering principles if offered or part of the Construction Agreement specifications.

1.08 SUBMITTALS

- A. Product Data: **Product Code:** ACT-001; Trade Name: INTER-GLASS® **Product Classes: 1)** Protective Barrier System, Elastomeric- Modified Epoxy; **2)** Type IV Epoxy Resin; C.A.S. Numbers, 25068386, 2461156, 84852153, 140318, 9046100, 64742945, 90722; **3)** Finished Surface, Unsaturated Polyester in Styrene; C.A.S. Number: 100-42-5; **4)** Epoxy Vinyl Ester Resin; C.A.S. Number: 100-42-5; **5)** Modified Fluorinated Polyurethane, C.A.S. Number 8052-42-4. Material Mixture Ingredients: Isophthalic-NPG Blended Resin / Styrene Monomer; & *SpecialRESIN***

(proprietary); Fluorinated Polyurethane Amine Compound (proprietary). Material Data Sheets On All Materials Listed in The Application Process are Available Upon Request.

1. List each material and cross-reference the specific finish system and application. Identify each material by the manufacturer's catalog number and general classification. Complete Material Labeling placed on All Materials used for Application. Unique resin formulation or identification of special materials are Trade Secrets and not included.
- B.** Samples: MID-AMERICA POOL RENOVATION, Inc. will submit samples for review of INTER-GLASS® color and texture of the surface to be provided.
1. MID-AMERICA POOL RENOVATION, Inc. will provide samples of each INTER-GLASS® color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate within ten (10) working days of the General Contract award.
 - a. Concrete: MID-AMERICA POOL RENOVATION, Inc. may provide two 6" square samples for each type of INTER-GLASS® color and finish; define prime and finish coats.
 - b. Colors: White, Blue.
Specialty colors upon request, color formulas required.
 - c. Texture: Smooth, Non-Skid Textured & Aggregate.
 2. MID-AMERICA POOL RENOVATION, Inc. shall submit manufacture's specifications and technical data including Material Safety Data Sheets, and other non-proprietary information within ten (10) working days of the General Contract award.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. MID-AMERICA POOL RENOVATION, Inc. will deliver INTER-GLASS® materials to the job site in original, new, unopened packages and containers bearing the name and label and the following information:
1. The name of MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS®.
 2. Federal Specification number, if applicable.
 3. The name, stock & batch number and date of manufacture.
 4. Contents by volume, for major pigment and vehicle constituents per each container.
 5. Application instructions.
 6. Color name and number.
 7. Handling instructions and precautions.
 8. Material Safety Data Sheets for all material to be used.
- B.** Materials not in actual use will be stored in tightly covered containers at a minimum ambient temperature of 45 degrees, (7 degrees C) in a well ventilated area. Containers used in storage or use of the INTER-GLASS® SYSTEM will be kept in a clean condition, free of foreign materials and residue.

In addition MID-AMERICA POOL RENOVATION, Inc. will treat the INTER-GLASS® materials so as to:

1. Protect from freezing.
2. Keep storage area neat and orderly.
3. Remove oily rags and waste daily.

4. Take necessary precautionary measures to ensure that workman and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application coatings.

1.10 WARRANTY – (SAMPLE WORDING)

MID-AMERICA POOL RENOVATION, Inc. shall issue a Limited Warranty for a period of **Twenty Five (25)** years from the date of installation to _____, who is the original purchaser of the **INTER-GLASS®**. **INTER-GLASS®** is warranted against shrinkage cracking, tearing, flaking and leaking through the **INTER-GLASS®** surface, subject to following the **INTER-GLASS® Care and Maintenance Instructions** as well as the conditions, limitations and exclusions below.

CONDITIONS

Except as stated in **LIMITATIONS AND EXCLUSIONS** below, the obligation under this warranty will be to supply the **INTER-GLASS®** materials and all labor to perform any needed Warranty work, and to cover (pay for) or reimburse the **Owner** for costs for any periods of time requiring in-season Warranty work including down-time, replacement water costs, pool chemicals, loss of revenue, and the like for a term of **Twenty Five (25)** years from the date of installation.

LIMITATIONS AND EXCLUSIONS

This warranty applies as long as the pool remains structurally sound and intact, and full of water, with a functioning hydrostatic relief plug (s), and off-season closing (winterization) levels according to APSP guidelines (not required for, 1.Commercial segmented-built pools with properly maintained caulked expansion or control joints, and an underground drainage bed specially designed for the pool to be kept empty in the winter along with written certification from a Design Professional [P.E] that the designed system works as intended to eliminate hydrostatic pressure; or 2.The pool is situated or elevated out of the ground and is completely not accessible to underground hydrostatic water pressure.) This warranty does not cover 1) any repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., 2) any abuses whatsoever, including, but not limited to, accidental or deliberate acts, or abusive use of chemicals; 3) loss of water through plumbing lines, equipment or fixtures not directly associated with the applied surface; 4) replacement water, chemicals, consequential damages, loss of revenues, etc. associated with any downtime; 5) damage to the pool surface caused by, but not limited to, vandalism, floods, ground water seepage or pressure resulting from closing or plugging off the hydro-static relief valve, or shifting, expansion or settling of soil; 6) any other acts of God or occurrences that the Contractor cannot control or reasonably be expected to be able to control.

WARRANTY TRANSFER PROCEDURES

This warranty is hereby issued to the person or persons named above, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the **INTER-GLASS® Care & Maintenance Instructions**, a copy of the Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is *\$500.00*.

NOTIFICATION - KEEP THIS WARRANTY

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a

copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained or emptied prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to:
Mid-America Pool Renovation, Inc.
5929 E. 154th Terrace
Grandview, MO 64030

Installation Date:
Warranty Number:

Issued To:

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work schedule, but not limited to, as follows:
1. MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS® SYSTEM.
 2. Substitutions must have integrated reinforcement fibers / fabrics throughout the installation process, and have equivalent or better Physical specifications.

2.02 INTERIOR AQUATIC COATINGS MATERIALS

- A. System: MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS® SYSTEM.
1. Shall be of the type developed for submerged environmental conditions.
 2. Shall not cause cobalting.
 3. Shall contain no clay fillers or titanium substitutes.
 4. Shall be phthalate and PVC-FREE.
 5. Shall be applied at least 1/8th" up to 3/8th" thick as needed.
 6. Shall use an internal sub-surface Barrier Coat.
 7. Shall produce a pinhole-free barrier type exterior surface that shall not be susceptible to wicking.
 8. The color shall be an integral part of the system.
 9. All additives utilized shall be especially developed for submerged environmental conditions.
 10. Bonding agent shall be especially developed for submerged environmental conditions and shall be an integral part of the system.
 11. Shall contain additives specifically to give maximum flexibility and to inhibit ultraviolet deterioration.
 12. Glass Fibers: Owens Corning or PPG chopped strand mat with low soluble binder. No Chopper gun or spray-on type resin systems are acceptable as substitution.
 13. % Elongation @ Yield: 1.65
 14. Tensile strength: 16,791 psi.
 15. Tensile modulus: 1,305,000 psi.
 16. Flexural strength: 16,450 psi.
 17. Compressive strength: 25,000 psi.
 18. Shrinkage: .001%.
 19. Base Resin Peak Exotherm: 380° F.

- 20. Barcol Reading not to exceed 47
- 21. % Weight Gain @ 77° / 24 hrs: 0.15
- 22. DCOF in Wet Immersion Service: Surface 16; Non-Skid Surface 40.

Testing done in part by these entities: The composites laboratory at the National Institute for Aviation Research, Wichita State University, Wichita, KS
 Polymer Testing, Inc. of St. Louis, MO, Cook Composites, Kansas City, MO,
 and Sotter Engineering, Mission Viejo, CA.

- B. Inspection: MID-AMERICA POOL RENOVATION, Inc. will examine substrates and conditions under which the INTER-GLASS® SYSTEM will be installed for compliance with requirements for application of INTER-GLASS®. We will not proceed with application until unsatisfactory conditions have been corrected.
 - 1. Starting of application work will be construed as MID-AMERICA RENOVATION, Inc.'s acceptance of surfaces within any particular area.
 - 2. MID-AMERICA POOL RENOVATION, Inc. does not apply INTER-GLASS® Over dirt, rust, grease, moisture, stuffed surfaces, loosely adhering materials, or conditions otherwise detrimental to formation of a durable, water-tight surface.

PART 3 - EXECUTION

3.01 EXAMINATION & PREPARATION

- A. General: Remove hardware, hardware accessories, plates, machined surfaces, light fixtures, and similar items which are not to be surfaced, or provide surface-applied protection prior to surface preparation and installation. Remove these items if necessary for complete installation of adjacent surfaces. Following completion of the installation operations in each space or area, reinstall items removed using workmen skilled in trades involved.
 - 1. Clean surfaces before installing INTER-GLASS® or other surface treatments. Program cleaning and application so that dust and other contaminants from the cleaning process will not fall on the new, wet INTER-GLASS® materials.
- B. Surface preparation: Perform surface preparation and cleaning in compliance with MID-AMERICA POOL RENOVATION, Inc.'s Instructions for the particular substrate conditions as specified herein and in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION
 - 1. Notify the Purchaser in writing of anticipated problems using surface preparation of methods and coatings specified with substrates furnished by other manufacturers.
 - 2. Verify that all surface preparation, expansion or control joint repairs if any, and other preparatory work is satisfactorily completed prior to applying INTER-GLASS®.
- C. Cement-based Surfaces: Prepare cement-based surfaces, (shot-crete, gunite, formed concrete, pool plaster, marcite, pebblecrete, Diamond Brite®, browncoat / render), to receive INTER-GLASS® by removing all efflorescence, chalk, dust, grease, oils, loosely adhered materials, and by roughening (mechanical circular grinding) if required, to remove glaze. If hardeners or sealers have been used to improve concrete curing, use mechanical methods of surface preparation (mechanical circular grinding, brushblasting, sandblasting).
 - 1. Follow all Preparation Instructions in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.
 - 2. Use High Pressure water-jetting / hydro-blasting in excess of 30,000 psi, or alternative methods such as abrasive blasting or mechanical grinding if the cement-based surface has

been painted or seal coated, or by other methods as recommended by MID-AMERICA POOL RENOVATION, Inc. All existing pool paint must be removed. Avoid direct circular sanding as a means of removal.

3. If the pool has a failing, pre-existing fiberglass lining covering a concrete or cement-based lining (pool plaster, diamond brite, pebblecrete), manually strip and scrap off as much of the fiberglass lining as is practically possible. Any remaining fiberglass should be mechanically ground to destroy its surface finish and integrity. Following mechanical grinding, manually strip and scrap off any remaining fiberglass that is practically possible.
4. If the pool has an existing, failed thermoplastic, polyurea or other type of elastomeric or PVC liner manually remove all of the liner, fleece and all of the metal fasteners used in the liner fastening system system off from the pool structure. Remove any remaining adhesive materials, glues or paints used in or residing under the failed liner system off of the pool structure using water-jetting / hydro-blasting or alternative abrasive blasting procedures.
5. If the pool's concrete surface is deteriorated or degraded by freeze / thaw activity, reinforcement steel carbonation or severe spalling from thermal interactions, follow these instructions:
 - a) Manually / mechanically remove all deteriorated and loose concrete materials, aggregates, or toppings.
 - b) If corroded or carbonated reinforcement steel is found in the deteriorated areas, cut and remove the corroded steel, unless the Project Engineer's specifications outline an alternative corroded steel repair process. Rusted reinforcement steel may be blasted clean or mechanically cleaned with stainless steel brushes. Following removal, cleaning and replacement as specified, covered the exposed reinforcement with an anti-rusting primer or epoxy based encapsulating compound such as Sika® Armatec 110.
 - c) Water-jet / hydro-blast or abrasive blast all deteriorated areas down to a sound base.
 - d) Prepare and patch all deteriorated areas with epoxy modified cement, or chemically resistant epoxy mortar (as specified) and according to manufacturer's instructions, and in accordance with ASTM Standards C928-05, C-811 and D-5295, NACE 21082, SSPC SP 13 / NACE 6, and other standards that may be specified in the project's repair methodology. Micro-silica Repair Mortar is preferred.
 - e) Pending the Project Engineer's approval, an optional repair technique applying a 100% solids, low viscosity penetrating epoxy primer over the cement repair while the cement is still in its plastic state can be used to shorten the normal **28-day** curing period for all cement based products, generally by half – pending approval by the project's architect or consulting engineer. An Epoxy Primer System or a Moisture Tolerant Epoxy Primer are preferred.
6. Pressure wash the entire surface using a minimum 3500 psi waterblast unit. Clean and pump out resulting water and residue. Allow surface to thoroughly dry.
7. Determine alkalinity and moisture contents of surfaces, and do not apply INTER-GLASS® over surfaces where moisture and alkalinity contend exceeds specifications. Application moisture levels are not to exceed 6% on the Delmhorst moisture meter scale, and 12% on the Lutron moisture meter scale.
8. Fill all remaining cracks, holes, breaks, etc., with *Special* RESIN PUTTY solutions.

9. Protect water and drain openings by installing rubber pressure plugs. Wall and upper side openings can be protected by masking.
10. After assessing each pool surface according to the preparation specifications found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION, apply a coat of the 'sealer', penetrating *Special RESIN* or *Special RESIN* and mat over the entire surface.

D. Galvanized Steel, Stainless Steel, or Aluminum surfaces: Prepare metal surfaces to receive INTER-GLASS® by removing all chalk, dust, grease, oils, chlorides, white rust, and loosely adhered materials. Apply a layer of *Special RESIN* with Zinc Additive mat prior to the application of the INTER-GLASS® SYSTEM.

1. Follow all Preparation Instructions in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.
2. Remove soluble salts, chlorides, sulfates and nitrate deposits by Ultra High Pressure Water Jetting (UHP-WJ) or alternatively by mechanical grinding.
3. If white rust is present, thoroughly wash the entire surface with Nitric Acid and allow to dry.
4. If corrosion / rusting is present, photograph and send photos to the office for assessment. Remedies, repairs and multi-axial fabric coverage to be consistent with assessments according to ISO 8501-1:2007 guidelines, and the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.

E. Acrylic Vinyl or Molded Fiberglass surfaces: Mechanically score the surface with 16-grit sanding pads and Milwaukee sanders. Sand through all blisters and irregularities to release trapped cobalt & water compounds. Waterblast, or high pressure waterblast (as needed) the entire surface to be surfaced with INTER-GLASS® using a minimum 3500 psi waterblaster. Clean and vacuum and allow to dry. Rag the entire surface with a medium – high strength solvent such as MEK or Acetone and allow to dry. Install the Inter-Resin Protective Barrier System while covering all seams and joints with pre-cut 24-oz. multi-axial fabric. Fill all blisters with the Inter-Resin putty compound. Allow to dry. Sand, clean and proceed to INTER-GLASS® installation with the instructions and directions standard of use as found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION

F. Vinyl Liner Pools with Provosil or Vermiculite Bottoms: If the bottom of the pool is constructed with Provosil or Vermiculite, and is in exceptionally good condition and structurally sound, exhibiting no ground water seepage and is a minimum of 6" thick, apply a coat of *Special RESIN* and 24-oz. roving woven / multi-axial fabric.

If the bottom of the pool is constructed with Provosil or Vermiculite and is not in good condition, is deteriorating and determined not to be structurally sound, place in a new concrete floor, including 1/2" bar steel on 12" centers, an application of at least 6" new concrete or shotcrete in the bottom of the pool, etc. as specified.

1. If this procedure is required, the Provosil or Vermiculite bottom can either be excavated out or used as a 'form' on which to place the new concrete floor and steel.

G. Pools Left Empty During the Off-Season:

1. Commercial, sectional or segmented-type pools built with caulked expansion or control joints, with an underground drainage bed and working hydro-static relief system, or constructed above grade where hydro-static pressure is not a factor, may be kept empty, or only partially filled during the off-season. When applying INTER-GLASS® on such a pool, all the expansion and contraction joints must not be covered with INTER-GLASS®. All joints must be kept open and functional for their designed purpose – allowing the pool sections to move independently of each other.
2. Monolithic gunite or shotcrete pools built without caulked expansion or control joints, except when constructed above grade where hydro-static pressure is not a factor, cannot be left empty during the off-season or for long periods of time.

H. Winterization of Monolithic Pools in Severe Climates in the Off-Season:

This partial list of MID-AMERICA POOL RENOVATION, Inc., instructions for winterization are referenced from the BASIC POOL & SPA TECHNOLOGY, 4th EDITION, National Spa & Pool Institute, now known as the Association of Pool & Spa Professionals (APSP), p. 10-29. They are listed here as recommendations to protect the integrity of the monolithic pool structure.

1. “In climates where freezing temperatures are normal, a pool or spa should be completely winterized by cleaning, treating water (if left standing), and protecting pool and equipment against the weather. Even if your customers are planning to use their pool or spa as an ice skating rink, it's still necessary to winterize the plumbing, equipment, and pool structure before a freeze. This section provides standard procedures for winterizing, but it does not cover every type of equipment. It is important to check product information.

2. Water: 1. Cleaning - Vacuum thoroughly. Vacuum waste water to the appropriate waste or sewer system since the water level must be lowered for winterizing. If the filter does not have a "waste" position, vacuum on "filter" only. Where appropriate, use a portable pump to vacuum directly to waste. 2. Treatment - Test the water, balance the pH, calcium hardness, and Total Alkalinity. Chemically treat the water with disinfectant, stabilizer, and algaecide just as you would at other times. This treatment is very important so water will not become corrosive when the temperature reaches the freezing point. Depending on the chemicals, some are added before draining and some are added just before putting on a cover.

3. “Lower Water Level - Here are suggested winter water levels for different types of pools, with or without solid material covers or mesh covers (consult your cover manufacturer's literature):
 - a) Vinyl-Lined: (Lined type) 1" below skimmer mouth (but lower in areas of heavy rain and snow precipitation's.)
 - b) Plaster Finish, with a Solid Material Cover: 1" to 6" below the skimmer mouth or tile line, whichever is lower.
 - c) Painted or Natural Finish, with Solid Material Cover: 6" below skimmer mouth.

- d) With No Covers or Mesh Cover: 18" to 24" below skimmer mouth. Hydrostatic pressure can destroy a drained pool if proper precautions are not taken. If there is a drainage bed beneath the floor, then the pool can be completely drained, subject to the designed strength of the walls. In this case, the bottom drain valves must be left open. If in doubt about drainage beds, it is best to leave pool almost full of water."

I. **Structural Crack Repair & Prevention:** No swimming pool lining membrane will keep a concrete structure from moving. In situations where a structural crack is evident and depending on its severity, MID-AMERICA POOL RENOVATION, Inc. may exercise repair and precautionary measures such as: Bridging, Engineered Stress Relief, Placing in Control Joints, the use of Epoxy Injection, the use of an expandable Two-Part Epoxy Resin Grout System, or the InterSteel repair method.

1. **Bridging Systems.** 'Bridging' involves the use of MID-AMERICA POOL RENOVATION, Inc.'s *Special* RESIN and mat over static cracking. After the crack is filled with a low viscous epoxy adhesive, the crack is covered with successive layers of mat and *Special* RESIN, with each layer extending over the crack and away from the crack by a minimum of 2", thereby 'bridging' the crack with additional matting independent from, and under the finish INTER-GLASS® SYSTEM over the rest of the pool.
2. **InterSteel.** On severe, dynamic structural cracks, MID-AMERICA POOL RENOVATION, Inc. may use the InterSteel crack repair method. The following procedures may be used in the InterSteel process:
 - a) *Special* RESIN, Type IV Epoxy Resin, and aramid, Hardwire® or carbon fabrics are used in this repair method resulting in graded tensile and flexural strengths on the repaired areas ranging from 200,000 to 414,000 psi.
 - b) Stitching Dogs set into medium viscous Type IV Epoxy adhesive, then covered with *Special* RESIN or Type IV Epoxy Resin and aramid or carbon fabric in a stitch or zipper pattern over the crack as outlined in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.

J. **Expansion & Control Joints**

Expansion and Control joints shall not be covered. Following all preparation and cleaning stages, install 24-oz. multiaxial fabric set in MID-AMERICA POOL RENOVATION, Inc.'s *Special* RESIN on both sides of the expansion or control joint. While the *Special* RESIN is still wet, set in 2" x 2", non-skid, frostproof tiles on both sides of the joint. Do not allow fabric or *Special* RESIN to infiltrate or fill the joint. Allow to dry. Thoroughly reopen and clean the joint as necessary. Install backer rod and elastomeric sealant.

K. **Material Preparation:** Carefully prepare the RESINS, RESIN and GEL PUTTY solutions, and INTER-GLASS® GEL for mixing with Lupersox catalysts in compliance with the instructions and directions standard of use as found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION.

1. Stir the catalyzed INTER-GLASS® GEL before application to produce a mixture of uniform density and to obtain complete and even dispersion.
2. Viscosity is not consistent with spray-on method. Thinning materials for spray application is not permitted.
3. Do not mix gels or resins produced by different manufacturers unless otherwise permitted in writing by MID-AMERICA POOL RENOVATION, Inc.

4. Store all materials in tightly covered containers. Maintain containers used in storage, mixing, and application of INTER-GLASS®, RESIN, and the PUTTY SOLUTIONS in clean condition and free of foreign materials and residue.

3.02 INSTALLATION

- A. The INTER-GLASS® SYSTEM shall be installed in accordance with MID-AMERICA POOL RENOVATION, Inc.'s installation specifications as an interior special aquatic coating developed for submerged environmental conditions, as found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION. Installation shall be a mat, hand laid, as specific sequence of the application. Spray installation of the INTER-GLASS® SYSTEM is hereby excluded. Thinning material is not permitted.
- B. Provide water stops around all edges, inserts, fixtures, fittings, and openings by grinding or saw cutting rectangular grooves in the Key-Lock method as found in the PRACTICAL GUIDE BOOK TO INTER-GLASS® INSTALLATION in the substrate and inserting the *Special* RESIN PUTTY COMPOUND to expand against the sides of the grooves. Apply the INTER-GLASS® SYSTEM to those filled grooves.
- C. Application shall produce a minimum thickness of 3.5mm, with heavier applications over specially prepared stress areas in the submerged environment and in any particular joints in the concrete surface, but shall not exceed 10mm in thickness.
- D. Upon completion of application of the INTER-GLASS® SYSTEM, and after the new surface is tack-free, the entire new surface will be sanded to remove roughened areas and cleaned. A final coat is applied, and no further sanding of the surface takes place after the final coating. Post-cure time shall be in compliance with the following directions:

3.03 PROJECT CONDITIONS AT & POST INSTALLATION

- A. Apply the INTER-GLASS® only when the temperatures of surfaces to be finished and surrounding air temperature are as permitted (40 degrees F minimum ambient & surface temperature).
 1. At 70° F or above, the post-cure time is a minimum of 72-hours before submerging.
 2. Below 70° degrees F, the surface must have a post-cure minimum of 96 hours before submerging.
 3. Indoor applications shall have a post-cure minimum of 120 hours.
- B. All cement based and concrete structures, linings or coatings must be fully cured (at least 28-days) prior to application of any INTER-GLASS® materials unless otherwise specified.
 1. Alternative methods pending Engineer's advice:
 - a) Epoxy Primer System
 - b) ASTM C 150 Type III Cement

3.04 REMOVAL, COVERING, OR INSTALLATION OF RACING LANE & TARGET TILES, WATERLINE, HI-LITE, OR OTHER CERAMIC TILING

- A. If existing tiled racing lanes are to be covered by the INTER-GLASS® SYSTEM, the tile surface must first be mechanically ground to remove all of the ceramic glaze and to expose the porous

ceramic matrix. A *Special* RESIN PUTTY SOLUTION is then applied to the porous ceramic matrix, leveling the residual grout lines in the tiles. The PUTTY SOLUTION is then covered with a layer of biaxial or multi-axial fabric and *Special* RESIN. After these procedures, the INTER-GLASS® SYSTEM can be applied under normal application procedures.

- B.** After application of INTER-GLASS® SYSTEM, racing lanes and targets are located, and placed in either black, blue, or other colors and compatible with the INTER-GLASS® SYSTEM and submerged aquatic conditions. When placing any racing lanes and targets, MID-AMERICA POOL RENOVATION, Inc. recommends one of the bottom two options:
1. When racing lane and target markings are to be coated on, MID-AMERICA POOL RENOVATION, Inc. recommends coating with black epoxy-resin material (minimum 2-coats). Because all epoxy-resins are susceptible to ultra-violet rays when exposed to atmospheric conditions, periodic re-coating will be necessary.
 2. For the longest lasting, most permanent racing lane and target application, MID-AMERICA POOL RENOVATION, Inc. recommends that lanes, targets and other markings be placed using frostproof, un-glazed ceramic tiles.
 - a) All tile placement must be incorporated into the INTER-GLASS® application system. Prior to placement of any ceramic tiling, the area receiving the tiling must be covered with a layer of penetrating *Special*RESIN and biaxial, or multi-axial E-GLASS. Ceramic tiling is then applied onto this wet layer using polymeric materials and compounds. When the INTER-GLASS® surface is subsequently placed, it will abutt the new tiling evenly, and the INTER-GLASS® and new tiling will become part of the same fully-bonded membrane system.

3.04 THE INDOOR HOLO-DOME POOL SETTING

For an indoor, halo-dome type pool settings, we use the following practical preparations and application steps to insure the safety of the establishment and of our applicators:

1. The entire pool is tarped (with a PVC/reinforced plastic sheeting type shell) so resultant material odors can be directed outdoors by a circulation system.
 - a) An intake and exhaust system is set in place for air circulations under the tarped area..
 - b) Pool and/or deck paint removal is done by using an environmentally friendly, non-toxic removal system.
 - c) Failed pool interiors and deck coatings are removed using a High Pressure Hydro-blasting, followed by water blasting for cleaning (3500 psi minimum). Gasoline powered machines are to be kept outdoors to avoid buildup of any fumes or carbon monoxide in the establishment.
 - d) All applicators are to wear individual Powered Air-Purifying Respirators.

3.05 CLEAN-UP & PROTECTION

1. On a daily basis during process of the work, MID-AMERICA POOL RENOVATION, Inc. will remove from the project site discarded materials, rubbish, cans and rags resulting from use during application.
2. During process of the work, clean all coatings spattered surfaces. Remove spattered materials by proper methods of washing and scraping, using care not to damage finished surfaces.
3. Protect the work of other trades, whether to be coated or not, against damage. Correct damage by cleaning, replacing and / or recoating as directed by an Architect. Leave work in undamaged condition.
4. Provide and post "Respirator Required", "Caution", and "Do Not Enter", and other signs as might be required on all entries into enclosed or indoor environments where INTER-GLASS® is being applied.
5. Provide and supply fresh air circulation, and contaminated air exhaust on all enclosed or indoor environments where INTER-GLASS® is being applied.
6. Provide and post "Wet Paint" signs as required to protect finishes during and after the INTER-GLASS® SYSTEM application. Remove temporary protective wrapping provided by others for protection of their work during the application process.

PART 4 - CONTRACTORS EXPERIENCE AND QUALIFICATIONS

- 4.01** Application of INTER-GLASS® SYSTEMS, (reinforced polymeric surfaces to the interiors of submerged environments) shall be accomplished only by MID-AMERICA POOL RENOVATION, Inc., or applicators specifically trained in applying MID-AMERICA POOL RENOVATION, Inc.'s INTER-GLASS® SYSTEM.
- 4.02** MID-AMERICA POOL RENOVATION, Inc. has the appropriate experience and training to submit proof of an ability to perform the work specified herein through a Statement of Qualifications as set out in Contract by the Architect; and experience in the application of composite surfacing to concrete, pool plaster, metal and acrylic vinyl panel swimming panels.
- 4.03** MID-AMERICA POOL RENOVATION, Inc. submits the following information for working safely with INTER-GLASS® GEL, *SPECIAL RESINS*, RESIN & PUTTY SOLUTIONS and all other associated materials in the INTER-GLASS® SYSTEM:
1. **Resins:** Resins are capable of causing significant eye and skin effects. In addition, they may cause a hypersensitivity in a small number of people who come in contact with them. Because of the presence of Styrene Monomer, they can present a health problem due to inhalation. However, they may be handled safely if proper precautions are taken, including avoiding the direct inhalation of vapors, skin or eye contact.
 2. **Cured Resins:** Resins that are completely polymerized (cured) are considered to be toxicologically inert. Therefore, they present no health problems from handling. The finished resins, however, may present a health hazard from inhalation of dust generated during grinding or machining, especially if they contain glass, silica powders, asbestos or metal powders.

3. **Use:** Because of their properties, the resins find use in many different applications. Some uses, such as food contact require compliance with appropriate FDA regulations. INTER-GLASS® RESINS when properly cured, comply with 21 CFR Parts 117.1580 and 177.1640. This section covers materials intended for repeated use in contact with food. INTER-GLASS® is phthalate and PVC-FREE.

PART 5 - MID-AMERICA POOL RENOVATION, INC.'s General Precautions:

- 5.01 All personnel concerned with the handling of these materials must maintain strict cleanliness, both of their person and of the area in which they work. There is no substitute for strict cleanliness and good housekeeping.
- 5.02 Employees and applicators must be properly trained and regularly reminded of the consequences of contact, and admonished to take the necessary precautions at the beginning of all projects.
- 5.03 Suitable protective clothing (including gloves, dust mask, & organic vapor respirators) to prevent contact are mandatorily required. All indoor applications require use of a Power Air Purifying Respirator System. All skin contact should be avoided by wear of light-weight clothing. Eye protection, such as glasses, safety glasses or sunshades are mandatorily required.
- 5.04 Smoking on or near job-site applications results in immediate dismissal.
- 5.05 Use of cell phones during working hours is prohibited.
- 5.06 Any skin contact is to be cleaned by use of Replacatone non-toxic soap cleaner.

PART 6 - FIELD QUALITY CONTROL: DISCRETION OF THE ARCHITECT / ENGINEER

- 6.01 The owner reserves the right to invoke the following test procedure any time, and as often as the owner deems necessary, during the period when the INTER-GLASS® SYSTEM is being installed.
 1. The Owner will engage the services of an independent testing laboratory to sample the INTER-GLASS® being used. Samples of the INTER-GLASS® SYSTEM delivered to the project site will be taken, identified and sealed, and must be certified in the presence of a representative of MID-AMERICA POOL RENOVATION, Inc. The testing laboratory will perform appropriate tests for the following characteristics as required by the Owner:
 - a) Quantitative materials analysis.
 - b) Absorption.
 - c) Accelerated weathering.
 - d) Accelerated yellowness.
 - e) Color retention.
 - f) Alkali and mildew resistance.
 - g) Abrasion resistance.
 - h) Apparent reflectivity.
 - i) Washability.
 - j) Dry Opacity.
 - k) Re-coating.

- l) Skinning.
 - m) 100 hour blister boil test.
2. If results show materials being used do not comply with requirements, MID-AMERICA POOL RENOVATION, Inc. may be directed to stop work, remove non-complying materials, pay for testing, re-coat surfaces previously coated with rejected materials, or remove rejected materials from previously coated surfaces if, upon re-coating with specified materials, the two coatings are not compatible.

PART 7 - INTER-GLASS® CARE AND MAINTENANCE INSTRUCTIONS

Post-Curing: After installation the standard white INTER-GLASS® surface must have a post-cure minimum of 72 hours at 70 degrees F. or above. Below 70 degrees F. the surface must have a post-cure minimum of 96 hours before filling with water. For indoor pools, depending on ventilation your crew chief will advise you when you may fill.

Start-up chemicals are the same as before, *but you will typically use less than before.* If your pool is on any type of automatic chemical feeder system, you must re-calibrate the system to reflect this reduced chemical usage. If automatic chemical feeder systems are not adjusted or re-calibrated, swimmers may experience some discomfort at the old, higher levels of pool chemical usage. For example, excessive chlorine levels can cause eye and skin irritation.

After your pool is filled with water, run the filtration system for four to five hours to clean up the foreign matter in the water. Backwash or clean the filter. Next add a stain treatment such as **HASA Super Stain Out** or **Jack's Magic** according to the instructions on the bottle. Then add chlorine. Check the pH level. Adjust the pH level to the ideal range listed below. For lowering pH, we recommend you use dry acid, added per instruction from the manufacturer. Remember to check Total Alkalinity.

The six important areas to watch most closely for swimmers' health and comfort are:

<u>ITEM</u>	<u>LIMITS</u>	<u>STANDARD</u>
CONDITIONER	40 – 100 ppm	50 – 60 ppm
CHLORINE (WINTER)	1.0 – 1.5	1.5 ppm
CHLORINE (SUMMER)	1.5 – 2.5	2.0 ppm
pH	7.4 – 7.8	7.6 ppm
ALKALINITY	125 – 175 ppm	140 – 150 ppm
CALCIUM HARDNESS	200-400 ppm	300 ppm

After your pool has been in operation for several days, take a sample of the pool water to local pool service company with a water testing capability. Request the results in writing and add appropriate additional chemicals as instructed.

Your new surface is inert compared to a cement-based surface, "therefore, remember when adding chemicals to your pool, you are treating the water, not the pool surface." If algae appear on your new pool surface it is because you are not balancing the water properly. Add algaecide. Once the algae are killed and the water is balanced, you can brush it away with a nylon (not metal) brush.

Always dilute pool chemicals in a bucket of water before adding them to your pool to avoid the possibility that they may come in direct contact with the surface. Granular-type or tablet-type chlorine dropped into the pool could cause bleaching or yellowing effect, but will not structurally affects the surface. When adding chemicals, always remember to use the purest forms since that will be the most efficient method of treating water.

Stains & Metal Deposits: If while curing and empty, your INTER-GLASS® is marked by leaves, flowering buds, bird droppings, or rain, be aware that typically these marks disappear once the pool is filled, super-chlorinated, balanced, and runs for a few days. If pressure washing the surface, **do not exceed 2000 – 2500 psi**, then fill and super-chlorinate. Rust or other difficult stains can be removed by pressure washing in combination with **Kablooey**, a **Pur-O-Zone (800-727-7876)** non-corrosive product. **ACID WASHING INTER-GLASS® IS NOT REQUIRED.**

If needed, the INTER-GLASS® surface can be easily cleaned using a standard kitchen cleanser and scrubbing the spot with a green scrub Velcro pad like you would clean a Teflon skillet. This can be done when the pool is empty or full. This easily gets rid of penny and hairpin rust marks on the surface. **Sanding or grinding the surface is abrasive and will scratch the surface finish.**

If you have old iron or copper fittings on your pool, or if there is iron or other staining minerals or metals in your local water supply, we recommend as a preventative that you add a stain treatment agent such as **HASA Super Stain Out** available at **Pur-O-Zone (800-727-7876)**. Heated water accelerates both the precipitation of metals out of the water and out of internal heater elements. Because these metals have a tendency to deposit on the pool surface, we recommend using HASA Super Stain Out as part of your water maintenance schedule.

YOUR POOL SHOULD BE KEPT FULL OF WATER. Pools are structurally engineered to be kept full of water. Sudden underground water pressure pushing up against an empty pool shell can cause structural damage, cracking, and push off interior surfaces. In worst cases, pools can even pop / float a couple inches out of the ground! If there is a sudden rise in the underground water level, even an open hydrostatic release valve in the bottom of your pool may not let water into an empty pool fast enough to prevent damage. Leaving your pool empty can void your **INTER-GLASS®** warranty. *The only exception is if your pool is a commercial segmented-built pool with caulked expansion or control joints, and with an underground drainage bed – and if this design actually works as intended to eliminate hydrostatic pressure.*

Winterization – To prevent stains and drainings: 1) Drop your water below your inlets. 2) Blow your lines free of water. 3) Plug your inlets. 4) Fill the water back up to 6 inches below the skimmers or gutters. 5) Use a pool cover and keep algaecide and chlorine levels up through the winter so that your water is clear and re-usable. 6) In the spring, remove your cover, remove your plugs, top off your water, and start up your pool.

If you do not have a pool cover and must drain your pool for cleaning.

Be sure you do not have underground water pressure. **NEVER plug your hydrostatic valve to keep water from coming into the pool** – your pool could float! **Provide your pool service person or company with a copy of these instructions.**

WHEN IN DOUBT:FOLLOW THE MANUFACTURER'S INSTRUCTIONS ON ALL CHEMICALS USED. IF YOU HAVE ANY QUESTIONS CALL MID-AMERICA POOL RENOVATION, INC. AT 816-994-3300 or 800-253-7349.



PROJECT ASSESSMENT

The pool was originally built in 1968 and no major renovations had been completed since then! The city had an annual budget for paint, but it was not large enough to buy enough paint for the whole pool. Each year they would repaint different sections of the pool, resulting in layers and layers of paint. Over the years, the pool surface became incredibly rough and some cracks had appeared. The walls were worn down and had developed porous holes, making it almost like coral in places. The city was ready to hang up their paintbrushes and find a long-lasting solution!



Hydroblasting completed



New concrete wall surface



New tiled racing lanes set



Crack repair and prep for INTER-GLASS



INTER-GLASS installation completed



PROJECT SPECIFICATIONS

LAP POOL & KIDDY POOL

Total Sq. Ft.: 13,724 Ft²

Construction: Gunitite Pool

Interior Finish: INTER-GLASS®

RENOVATION PLAN

This project was done from January to May of 2022. The first step was to hydroblast the pool surface to remove all the layers of paint. Next a new concrete wall surface was rendered along one side of the pool as well as a section of the pool floor to make everything flush. Once this was completed, the tiled racing lanes and targets were set. At this point, repairs were made to any significant cracks and finally the INTER-GLASS surface was applied on the floor, walls, and the gutters as well.

Mid-America Pool Renovation, Inc.
SUMMARY REFERENCE LIST

Kenwood Cove Lap Pool, Salina, KS (Outdoor Lap Pool)

Contact: Andrea Linder (785-309-5765) andrea.lemnna@salina.org

7,450 t2, Existing Surface Removal, Replacement of Tile, Surface with Diamond Brite and New Expansion Joint.

2024

\$212,500.00

Warrensburg Rec Center, City of Warrensburg, MO (Indoor Lap and Leisure Pool)

Contact: Chris Deal (660-738-4617) chris.deal@warrensburg-mo.com

6,771 t2, Existing Surface Removal, Replacement of Tile, Surface with Diamond Brite

2024

\$495,000.00

Centennial Pool, City of Longmont, CO (Indoor Lap Pool)

Contact: Phillip Henry (303-774-4562) Philip.Henry@longmontcolorado.gov

8,830 t2, Existing Surface Removal, Replacement of Tile, Installation of Inter-Glass on Pool, and Surge Tank.

2024

\$375,000.00

Windsor Rec Center, Town of Windsor, CO (Indoor Lap Pool)

Contact: Jessica Andrews (970-674-3527) janderson@windsorgov.com

7,420 t2, Existing Surface Removal, Replacement of Tile, Installation of Blue Inter-Glass.

2024

\$267,000.00

Delta Rec Center, City of Delta, CO (Indoor Youth Pool)

Contact: Amanda Hatch (970-874-0923) amanda@cityofdelta.net

1,496 t2, Existing Surface Removal, Replacement of Tile, resurface with Diamond Brite

2024

\$75,000.00

Olathe Community Center, City of Olathe, KS (Indoor Leisure Pool and Spa)

Contact: Matson Klotz (913-971-9072) MJKlotz@olatheks.org

10,105 t2, Existing Surface Removal, Replacement of Missing Tile, resurface with Diamond Brite.

2024

\$338,000.00

Parker Recreation Center, Town of Parker, CO (Indoor Leisure Pool)

Contact: Charles Ellis (303-805-3188) cellis@parkeronline.org

6,924 t2, Existing Surface Removal, Racing Lane Tile, resurface with Diamond Brite.

2024

\$170,000.0

California Aquatic Center, City of California, MO (Indoor Lap Pool)

Contact: Leslie Scheidt (573-353-6400) l.scheidt@cityofcalifornia.net

3,100 t2, Gel Coat, Missing Tile Repair, Installation of ADA Lift, Lifeguard Chairs, Ladders, Climbing Rock Wall, and Zip Line.

2024

\$375,000.00

Denver Athletic Club, Denver, Co (Indoor Lap Pool)

Contact: Greg Wild (312-375-6258) gwild@denverathleticclub.org

6,562 t2, Racing Lane Tile and INTER-GLASS Installation.

2024

\$228,215.00

Meeker Rec Center, Meeker, CO (Indoor Leisure Pool)

Contact: Rodney Gerloff (970-878-7420) rodney@ERBMrec.com

2,497 t2, Existing Surface Removal, INTER-GLASS installation.

2024

\$208,000.00

Belle Fourche Rec Center, City of Belle Fourche, SD (Indoor Kiddie and Lap Pool)

Contact: Jody Westberg (605-892-2467) Jody@bellefourche.org

6,657 t2, Racing Lane, Texture Dek, and Diamond Brite Installation on the Kiddie and Lap Pools.

2024

\$325,545.00

Roy City Rec Center, City of Roy City, UT (Indoor Lap Pool)

Contact: Ryan Britt (801-940-1665) rbrit@royutah.org

6,795 t2, Racing Lane, Crack Repair, and Diamond Brite Installation on the Lap Pool.

2024

\$449,200.00

Highlands Senior High School, Highlands School District, Natrona Heights, PA (Indoor Lap Pool)

Contact: Daniel Shields (570-861-2403) daniel.shields@abm.com

4,930 t2, Rebuild Pool Floor, Racing Lane Tile, and INTER-GLASS Installation.

2024

\$544,417.00

The Ritz Carlton Club, Aspen, CO (Indoor Spa and Outdoor Pool)

Contact: Sasa Jaramaz (314-486-0526) Sasa.Jaramaz@ritzcarlton.com

5,187 t2, Pool Lights, Tile, Texture Dek and INTER-GLASS Installation.

2024

\$501,363.00

Town of Telluride, CO

Contact: Sasa Jaramaz (314-486-0526) bi@townofwheatlandwy.org

5,081 t2, Racing Lane Tile and INTER-GLASS Installation.

2024

\$501,363.00

Wheatland Rec Center, Town of Wheatland, WY (Outdoor Pool)

Contact: Walter Marin (307-322-2962) Sasa.Jaramaz@ritzcarlton.com
5,187 t2, Pool Lights, Tile, Texture Dek and INTER-GLASS Installation.

2024

\$265,000.00

City of Camdenton, MO

Contact: Travis Block (573-346-3600) tbrock@camdentoncity.com
7,124 t2, Racing Lane and Diamond Brite Installation

2024

\$220,000.00

Aspen Rec Center, Aspen, CO (Indoor Spa)

Contact: Scott Chism (970-920-5059) scott.chism@aspen.gov
396 t2, Diamond Brite Install

2023

\$38,000.00

Wheat Ridge Recreation Center, Wheat Ridge, CO (Indoor Lap Pool)

Contact: Barb Kloberdanz (303-231-1321) bkloberdanz@ci.wheatridge.co.us
7,701 t2, Existing Surface Removal, replacement of tile and surface.

2023

\$300,000.00

John H. Foster Natatorium-Springfield School District, Springfield, MO

Contact: Karsten Kargel (417-523-0478) kekargel@spsmail.org
7,701 t2, Existing Surface Removal, replacement of tile and surface.

2023

\$350,000.00

Olathe School District – Olathe, KS (Indian and Oregon Trail Middle Schools)

Contact: Jennifer Walker (913-780-8076) jewalker@olatheschools.org
11,764 combined t2, Existing Surface Removal, Racing Lanes & Diamond Brite re-surfacing,

2023

\$345,000.00

Grand Junction Recreation Center, Grand Junction, CO (Outdoor Lap Pool and Kiddy Pool)

Contact: Larry Manchester (970-254-3844) larrym@gjcity.org
20,638 t2, Existing Surface Removal, Racing Lanes & Sunstone Buff re-surfacing,

2023

\$408,000.00



Discover the Difference.

January 26, 2026

Re: Mid-America Pool Renovations, Inc.

To Whom It May Concern:

We are providing this information at the request and on behalf of our client **Mid-America Pool Renovations, Inc.** **United Casualty and Surety Insurance Company** is the current provider of surety bonds for our client. **United Casualty and Surety Insurance Company** carries an A.M. Best "A- VI" rating and has a treasury listing of **\$5,591,000**.

Mid-America Pool Renovations, Inc. is in excellent standing with **United Casualty and Surety Insurance Company** and the company would favorably consider requests to provide bonds of **\$1,000,000 single and \$2,000,000 aggregate** for them. We continue to be confident of our customer's ability to perform, and we recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for a particular project but is offered as an indication of our experience and confidence in this firm. Any specific requests for bonds will be underwritten on their own merits after careful review of all final contract documents and other pertinent underwriting information at the time of the request.

If there are any questions, please feel free to contact our office 904-230-1324.

Sincerely,

Alane Skaff, Allstar Surety Co. MGU / Attorney in Fact for United Casualty and Surety Insurance Company



AllstarFinancialGroup.com

232 Canal Blvd, Suite 4

Ponte Vedra Beach · FL · 32082

T 904.230.1324

F 904.230.0921

SURETY · FIDELITY · INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub Kansas Missouri 9200 Ward Pkwy Suite 500 Kansas City MO 64114	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): 816-708-4600 E-MAIL ADDRESS: ksмо.certificates@hubinternational.com		FAX (A/C. No): 816-203-4425
	INSURER(S) AFFORDING COVERAGE		
INSURED Mid-America Pool Renovation, Inc. 5929 East 154th Terrace Grandview MO 64030	MIDAM03	INSURER A : Zurich American of Illinois	NAIC # 27855
		INSURER B : Zurich American Insurance Company	16535
		INSURER C : American Guarantee & Liability Insurance Company	26247
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2032341295


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO863545500	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP1423909-00	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZS096887501	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC863545600	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SAMPLE

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Joe Brown
Parks and Recreation Director
City of Ouray, CO
320 6th Ave
Ouray, CO 81427

Dear Joe Brown,

Mid-America Pool Renovation, Inc. recommends a start date of September 14, 2026, for the Hot Springs renovation project. To accommodate potential bad weather, the project's duration would extend through the week of September 28, with a possibility of completing earlier.

Sincerely,



Ryan Thompson
Project Manager
Ryan@poolrenovation.com
Mid-America Pool Renovation, Inc.

 poolrenovation.com
 5929 E. 154th Terrace
Grandview, MO 64030
 816.994.3300 Kansas City
773.278.7349 Chicago
636.537.0108 St. Louis
800.253.7349 Other Areas

- Pool Interiors
- New Tile
- New Coping
- Deck Resurfacing
- Water Features
- Structural Repair + Additions



MEMORANDUM

DATE: April 17, 2026
TO: Ouray City Council
FROM: Karp Neu Hanlon, P.C.
RE: Light Industrial Operation EQR Category

A. Background

The City Council requested a review of the City’s water and sewer use rates with the desire to add a category for light industrial uses. An Equivalency Factor (“EQR”), which is equivalent to the water and sewer use of one single-family home, determines the City’s water and sewer rates and is scaled depending on the type of facility. The City’s rate structure differs by category and includes one for industrial and manufacturing uses.

B. Code Amendment

The Ordinance, attached as **Exhibit A**, seeks to amend Section 9-10 of the Ouray Municipal Code to add a category in the rate structure chart for “Light Industrial Operations”. Light Industrial Operations are those that are lower-intensity and tend to have smaller impacts on neighborhoods and the surrounding environment than heavy industrial uses. Light Industrial Operations also are generally in facilities that use little water compared to other uses. The Ordinance contemplates a scaled increase in EQR use for Light Industrial Operations with additional water fixtures or appliances.

Staff recommends City Council discuss and direct staff on next steps regarding Ordinance No. ___, Series 2026, An Ordinance of the City of Ouray, Colorado, Amending Section 9-10 – Water and Sewer Use Rates of the Ouray Municipal Code by Adding a Rate Category for Light Industrial Operations.

ORDINANCE NO. __ (Series No. 2026)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, AMENDING SECTION 9-10 – WATER AND SEWER USE RATES OF THE OURAY MUNICIPAL CODE BY ADDING A RATE CATEGORY FOR LIGHT INDUSTRIAL OPERATIONS

WHEREAS, the City of Ouray (the “City”) is a home-rule municipality, duly organized and existing under the City’s Home Rule Charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the City of Ouray acting by and through its City Council has the power to amend the Ouray Municipal Code (the “Municipal Code” or “OMC”) pursuant to state statutes, Section 2.7.C. of the Charter, and Section 1-3 of the Municipal Code, and all such amendments shall become a part of the Municipal Code; and

WHEREAS, the City establishes water and sewer rates as measured by an Equivalency Factor (“EQR”) based on the volume of water that a single-family dwelling consumes on average; and

WHEREAS, the City wishes to establish a rate category for light industrial operations that consume smaller volumes of water (up to one EQR); and

WHEREAS, the City Council wishes to amend Section 9-10 of the Municipal Code to establish a water and sewer use rate category for Light Industrial Operations; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Municipal Code outlined herein are reasonably necessary to promote the legitimate public purposes of the public healthy, safety, and welfare.

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

SECTION 1: Recitals

The City Council hereby incorporates by reference and conclusively makes the above recitals as findings of fact.

SECTION 2: Amendment

Section 9-10 of the Municipal Code of the City of Ouray, Colorado is hereby amended with **bold underlined** additions and ~~strikethrough~~ deletions, as set forth in **Exhibit A**.

SECTION 3: Effective Date

The provisions of this Ordinance shall become effective thirty (30) days after final

publication of the Ordinance in accordance with the Charter.

SECTION 4: Savings Clause

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

SECTION 5: Severability

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

INTRODUCED, READ, APPROVED AS INTRODUCED AND ORDERED PUBLISHED on first reading by _____ vote of the Ouray City Council, this __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council, this __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

CERTIFICATE OF ATTESTATION

I, Kara Rhoades, Ouray City Clerk, hereby certify that Ordinance No. __ (Series No. 2026), was introduced, read, passed on first reading on _____, 2026. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on _____, 2026, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2026, and thereafter published in the *Ouray County Plaindealer* as required by law.

Kara Rhoades, City Clerk

EXHIBIT A

9-4 Water and Sewer System Investment and Tap Fees

* * * *

B. *Water Investment Fees*

1. A water system investment fee, **in an amount set forth in the City's fee schedule, as adopted annually by City Council** of \$7,500 for up to a three quarter inch (3/4") nominal diameter tap shall be imposed and collected prior to connection to the water system, or as otherwise required, pursuant to this Chapter, except for taps solely serving a fire system, which shall pay an investment fee of \$500.
2. Connections larger than one inch shall not be allowed unless the City determines that adequate capacity exists. The investment fee for such taps shall be equal to the fee specified for a three quarter inch (3/4") tap above multiplied by the square of the diameter of the larger tap.
3. Monies collected as water system investment fees will be reserved for water system expansion and capital equipment replacement.

C. *Sewer Investment Fees*

1. A sewer system investment fee, **in an amount set forth in the City's fee schedule, as adopted annually by City Council** of \$7,500 for up to a four-inch nominal diameter tap shall be imposed and collected prior to connection to the sewer system, or as otherwise required pursuant to this Chapter.
2. Connections larger than a four-inch tap shall not be allowed unless the City determines that adequate capacity exists. The investment fee for such taps shall be equal to the fee specified for a four-inch tap above, multiplied by the square of the diameter of the larger tap divided by 4.
3. Monies collected as sewer investment fees will be reserved for sewer system expansion and capital equipment replacement.

* * * *

9-10 Water and Sewer Use Rates

- A. Water and sewer use rates will be calculated on the basis of a single family dwelling. An equivalency factor (EQR) will be applied to the base rate to scale fees to normal usage for the particular structure or business.
- B. *Rate Structure*

TYPE OF FACILITY	<u>PER-UNIT/SPACE EQR</u>	SERVICE FEE	ADDITIONAL EQR
Single-Family Dwelling	1.00	\$36.00 per property	
Multiple-Family Dwellings/Duplex/Condominium	1.00 per unit	\$36.00 per unit	.25 per public washing machine
Mobile Home Park	1.00 per space	\$36.00 per property	
Recreation Vehicle (RV) Park	1.00 per Manager's Unit; .22 per space with sewer hookup; .11 per all other spaces	\$36.00 per property	.25 per washing machine/1.00 per dump station
Lodging Business	1.00 per Manager's Unit/.16 per bed/.02 per kitchen facility	\$36.00 per property	.05 per 1,000 gallons for swimming pools, hot tubs, etc./ .25 per public washing machine/.03 per bed linens laundered on site
Hospitals Nursing Homes	.20 per bed	\$36.00 per property	
Churches	1.00 per parsonage/.01 per seat	\$36.00 per property	.70 per social area or kitchen facility
Private Clubs	.01 per seat	\$36.00 per property	.70 per social area or kitchen facility/1.00 per bar
Schools	.06 per student	\$36.00 per property	
Offices, Retail, Medical Center	.30 per 1,500 sq. ft.	\$36.00 per property	

TYPE OF FACILITY	<u>PER-UNIT/SPACE EQR</u>	<u>SERVICE FEE</u>	ADDITIONAL EQR
Industrial, Manufacturing	.50 per 1,000 sq. ft.	\$36.00 per property	
Theaters/Arenas	.50 per 1,000 sq. ft.	\$36.00 per property	
Grocery Store Market	.30 per 1,000 sq. ft.	\$36.00 per property	
Service Station and Convenience Store	1.00	\$36.00 per property	
Car Wash	1.20 per wash bay	\$36.00 per property	
Laundry (*Public)	.25 per machine	\$36.00 per property	
Taverns/Bar/Tasting Room	1.00 per 1st 20 seats/.60 per additional 10 seats	\$36.00 per property	
Restaurants/Food Service	2.00 per 1st 20 seats/.60 per additional 10 seats (both indoor and outdoor)	\$36.00 per property	
Deli, Ice Cream Parlor	1.00 per 1st 20 seats/.30 per additional 10 seats	\$36.00 per property	
Beauty/Barber Shop	1.00 per facility	\$36.00 per property	
Not-For-Profit Museums	1.00 per facility	\$36.00 per property	
Daycare	.02 per child capacity	\$36.00 per property	
Emergency Response Facility	1.00 per facility	\$36.00 per	

TYPE OF FACILITY	<u>PER UNIT/SPACE EQR</u>	<u>SERVICE FEE</u>	ADDITIONAL EQR
		property	
<u>Light Industrial Operation**</u>	1.00 per facility	\$36.00 per property	<u>.10 for each fixture or appliance with water service</u>

* Public laundry facilities or public washing machines means those that are open to the public and used by people not affiliated with a particular property.

**** Light Industrial Operation means lower-intensity industrial uses, such as assembly, manufacturing, packaging, cabinetry, carpentry, machinery, and welding activities with limited impacts on adjacent neighborhoods. Operations must be conducted in such a manner that all resultant cinders, dust, fumes, gases, odors, smoke and vapor are effectively confined to the premises or disposed of so as to avoid significant air pollution; and conducted to minimize noise and light impacts on the surrounding area, noticeable or observable by a person at a distance of three hundred (300) feet or more from the premises. An industrial use that does not meet this definition shall fall under the category for Industrial/Manufacturing facilities.**

C. *Water and Sewer Rates*

The following water and sewer rates shall be in amounts as set forth in the City's fee schedule, as adopted annually by City Council.

1. Water Base Rate is ~~\$44.80 per month per EQR.~~
2. Sewer Base Rate is ~~\$59.38 per month per EQR.~~
3. Monthly Service Fees for Water and Sewer are ~~\$1.75 each per property.~~
4. Water System Upgrade Surcharge is ~~\$17.30 per month per EQR.~~
5. Wastewater Treatment Surcharge is ~~\$54.59 per month per EQR.~~

D. *Special Charges*

1. If any user is discharging toxic or other pollutants in concentrations higher than that of a residential user which causes increased treatment or system costs, a surcharge may be imposed based upon the excess concentrations.
2. All water user rates for users outside of the City limits shall be classified according

to the above contained and set forth classifications, but the rates therefor shall be twice the rates applicable to users inside the City limits.

3. In all special cases where the water and sewer user does not come within any of the above set forth classifications and does not use a water meter due to unusual circumstances, or to unusual or intermittent requirements of the use of water and sewer, City Council may establish a special rate therefor, but no such special water and sewer rate contract shall be entered into for a period longer than one (1) year at a time and the rate or rates for such special usage of sewer and sewer under any special contract shall be based as nearly as may be practical upon general water and sewer rate structure herein provided.
4. In cases where there is a transfer of City utility account customers due to the conveyance of property served by the City's water and sewer system, there shall be a ~~\$25.00~~ Utility Account Transfer Charge **in an amount set forth in the City's fee schedule, as adopted annually by City Council**, billed to the new property owner as a new customer of the utility account. This charge shall be incurred and billed at the time of such transfer, with payment due within thirty (30) days of billing.

E. *Additional Provisions*

All customers shall be required to properly complete and submit to the City, information, declarations, and surveys upon the City's request, as appropriate to facilitate the administration of this Chapter and the EQR system.

* * * *

9-16 Shut Off and Resumption of Water and Sewer Service

A. *Involuntary Shut Off*

* * * *

- vii. If the City shuts off water service pursuant to this Section, service will not be restored until all overdue charges, penalties, other applicable charges which have been billed with respect to the property and a deposit in an amount equal to the greater of ~~\$75.00~~ **an amount set forth in the City's fee schedule, as adopted annually by City Council** or the customer's highest previous monthly bill, have been paid to the City. All requests to turn on water service pursuant to this Section must be made on forms acceptable to the City. Turning on water service will only occur with the property owners or their authorized representative present.

* * * *

* * * *

C. *Charges for Shut Off and Turn On*

- i. A charge of ~~\$20.00~~ **fee in an amount set forth in the City's fee schedule, as adopted annually by City Council** for each turn on or shut off of water service will be assessed to the property. This charge must be paid prior to any action by the City.

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



CITY OF
OURAY
COLORADO

970.325.7211
Fax 970.325.7212
info@cityofouray.com

To: Mayor & City Council
From: Kailey Rhoten – Tourism Department
Date: April 20, 2026
Agenda Item: 4th of July Entertainment

REQUEST:

Consideration to allocate funds from the fireworks to be used for 4th of July entertainment

INTRODUCTION:

With a low snow-pack this winter and no guarantee of precipitation leading up to the Fourth of July, we are planning ahead to ensure there are alternative entertainment options available for the evening in the event fireworks cannot take place.

ANALYSIS:

Leadership has directed staff to explore alternative options for the Fourth of July festivities in the event that fireworks are not permitted. While the Fire Chief will make the final determination regarding whether fireworks can proceed, the goal is to ensure there is still engaging evening entertainment to celebrate with the community and encourage visitors to remain in the city.

BUDGET / STAFF IMPACT:

Staff is requesting \$25,000 from the Tourism Fund's Fireworks line item to support alternative Fourth of July entertainment. The funding would be used only if fireworks are not feasible. Staff time has already been invested in researching potential options, including drone shows, laser and light shows, and live music, and additional time will be required for planning, coordination, and event execution.

ORGANIZATIONAL ALIGNMENT:

The agenda item aligns with the City's Strategic and Community Plans by supporting destination management efforts that balance visitor experience with community well-being. By proactively planning for alternative Fourth of July entertainment, the City is working to sustain economic activity, enhance visitor retention, and provide meaningful experiences for both residents and visitors, while adapting to environmental and safety considerations.

RECOMMENDED ACTION OR PROPOSED MOTION:

Please direct staff to move forward with allocating \$25,000 from the Tourism Fund's Fireworks expense line item.



Future Agenda Items / Work Session Topics

- Ceremonial/Informational: Colorado Wildfire Resiliency Code – May 4, 2026
- Council Retreat – May 12, 2026 (9 am)
- Work Session: Oak Street Paving – May 18, 2026 (4 pm)
- Work Session: Ice Park – June 1, 2026 (4 pm)
- Ordinance: City Lighting Code – TBD
- Discussion: Bed & Breakfast – TBD

2027 Items / Topics

- Discussion: Wayfinding Way Forward – TBD
- Discussion: Tobacco Retail Licensing – TDB

The schedule of future agenda items and work session topics is provided for informational purposes only.
Dates, times, and topics are subject to change.

4/14/2026



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

Date: April 20, 2026
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: City Council Administration Report

Community Resource Officer Job Description

I am working with Dan Murphy to create a job description for a community resource officer/code compliance position. The Community Development Department has a job opening which can be modified to better address ongoing needs within the community without creating any new positions. This will allow for increased outreach and communications to the community while addressing municipal code matters such as wildlife, parking, sidewalks and more.

Building Inspector Job Description

Staff continues to work toward improving the customer service experience. One area in need of improvement is permit application and review process for development. The City currently has two separate companies who work with builders in this process. This is because after a year of trying to hire an in-house building inspector, the City was unable to attract a qualified applicant. The City also reached out to all of the neighboring jurisdictions requesting IGA's to utilize the neighboring building inspector(s) without success. I anticipate trying again to obtain an in-house part-time building inspector however a higher hourly rate will be required to make this attempt.

Wildfire Workshop Open House - Ouray Fire House

Please join the Ouray Fire Department and neighboring partners for burgers, brats, soda and some great information about wildfire preparedness and wildfire resiliency on [April 22nd from 4:00 to 7:00 PM](#).

Revitalizing Main Street - Pedestrian Safety Improvements; Main St/US HWY 550

Staff continues to work in preparation for the sidewalk and crosswalk work being conducted this summer as part of the RMS grant. Joe Coleman is leading this effort. The kickoff meeting for this project will be held in early August with a later August construction start date.

Colorado City and County Management Association (CCCMA) Conference

I had the opportunity to attend the annual CCCMA conference this year where once again new ideas, templates for executing city operations and connections were made toward finding efficiency and improving municipal services. A few of the key sessions I attended were:

[Reimagining the Workplace; How Pitkin County Adjusted to Hybrid Work](#) - This session acknowledged the ever-increasing cost of housing, creating longer commutes and the need to consider offering hybrid work options to remain a competitive organization in the recruitment of employees.

[Civic Assembly Case Study: Community-led Problem Solving](#) - This was a fascinating overview covering a new concept of how to improve community engagement and

decision-making when tackling municipal-wide issues. Although it's not for every scenario, this concept seeks to engage the large population of the "missing middle" within each community. The missing middle are those people who don't come to public meetings and don't typically engage in the public process outside of voting, however they hold the large majority of the population. Here is an overview of Civic Assemblies from [Healthy Democracy](#).

[*The Multiplier Advantage: How the Best Leaders Get Twice the Contribution From Their Workforce*](#) - This was a great keynote address covering the value of leaders utilizing the knowledge and skillsets contained within their team members instead of taking a go-it-alone approach. This requires leaders to humble themselves, acknowledge their own shortcomings and work toward lifting their teams for the greater success of the organization. The book [*Multipliers, How the Best Leaders Make Everyone Smarter*](#).

Crystal Reservoir Conveyance Act; H.R. 5911

The markup notice has been posted and on Tuesday, April 21, 2026 at 10:30 AM eastern time the Committee on Natural Resources will meet to consider the Crystal Reservoir Conveyance Act, among other bills on the agenda. Myself, City water attorney Steve Bushong and members of the USFS have been working to address matters within the bill language where the USFS has requested revision. The City's goals when working to collaboratively address any third-party issues is to maintain the integrity of the Bill whereby the City has the much needed water storage capacity, wildfire mitigation, and public access among other benefits. Here is the link to the upcoming [Committee meeting](#) and the [Bill language](#).

Fairplay Police Rebuild Discussion

A comment made during the Public Safety Town Hall held a few weeks ago was to reach out to a few communities who had recently gone through the PD rebuild process. One such community was Fairplay. From this I had a very informative discussion with Janel Sciacca, Fairplay Administrator where she described their use of a traditional fire department scheduling system and utilize available employee housing provided by Alma whom Fairplay partners with for PD coverage. The shift model allows officers to obtain a 40-hour shift in three days (this is a rough summarization). Fairplay employs nine officers (three sergeants, five officers and one chief). This model is successful for recruitment and coverage however it has led to a structural financial deficit which is unattainable long-term without modifications to the general fund budget. The PD in Fairplay costs approximately 33% of the entire general fund budget. To help bring in revenue, Fairplay is looking to implement two Avis Corridors which will allow for radar ticketing of speeding vehicles on HWY 285 and HWY 9, implement a fuel surcharge and a facilities surcharge on tickets and they are constantly looking for grants.

320 6th Avenue
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CITY OF
OURAY
COLORADO

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Date: April 19, 2026
To: Ouray City Council
From: Kara Rhoades, Director of Finance and Administration / City Clerk - Treasurer
Re: City Council Update

The Clerk's Office continues to make strong progress. The team has been heavily focused on handling liquor license applications, including renewals, huckstering permits, special event permits, and short-term rental inquiries. The team is actively reformatting all City of Ouray forms to improve clarity, consistency, and usability across departments. This work is already reducing errors and helping standardize internal workflows.

All requested audit materials have been gathered and provided to the auditors. We have not yet received an update on their review. As a result, Finance is largely at a standstill on several projects until the audit is complete. In the interim, staff are assisting with tracking committee appointments, updating records, and reviewing Colorado's record retention schedules to support improved organization of City records. Finance also continues to evaluate internal processes for efficiency and consistency.

Looking ahead, a major upcoming project for the Clerk and Treasurer will be updating all documents currently posted on the City website to ensure accuracy, consistency, and improved public accessibility.

Interviews for the IT Supervisor position have been completed, and I expect to bring an update to Council at the next meeting. In the meantime, the IT Technician continues to provide essential support, including:

- Setting up two new iPads for the Maintenance team
- Assisting with the new events website
- Completing additional server and network security updates
- Completing onboarding for new employees
- Providing ongoing technical support across departments



CITY OF OURAY FUND BALANCE SUMMARY

	GOVERNMENT FUNDS					ENTERPRISE FUNDS					TOTAL NET POSITION	FIRE PENSION
	GENERAL	CONSERV.TRUST	TOURISM	CAP. IMPROV.	BEAUTIFICATION	WATER	SEWER	UTILITIES-CI	REFUSE	PARKS		
2024 AUDITED												
BEGINNING FUND BAL	4,164,656	36,306	1,053,558	1,429,042	126,359	382,261	1,059,718	(3,685,503)	59,238	1,793,688	6,419,323	935,539
ADD: REVENUES	4,309,622	12,308	753,853	842,438	102,745	679,426	852,842	2,123,721	340,308	3,880,705	13,897,968	142,172
LESS: EXPENDITURES	3,990,045	14,250	715,918	637,077	82,764	868,657	875,681	780,721	335,234	4,244,472	12,544,819	47,670
ENDING FUND BALANCE	4,484,233	34,364	1,091,493	1,634,403	146,340	193,030	1,036,879	(2,342,503)	64,312	1,429,921	7,772,472	1,030,041
2025 @ 12/31												
BEGINNING FUND BAL	4,484,233	34,364	1,091,493	1,634,403	146,340	193,030	1,036,879	(2,342,503)	64,312	1,429,921	7,772,472	1,030,041
ADD: REVENUES	4,469,117	11,972	887,468	830,741	115,237	861,708	996,189	4,730,709	352,328	4,250,325	17,505,793	190,149
LESS: EXPENDITURES	5,533,109	-	551,296	627,739	95,588	724,307	904,792	3,092,541	313,894	3,852,268	15,695,534	64,693
ENDING FUND BALANCE	3,420,241	46,336	1,427,664	1,837,405	165,989	330,431	1,128,276	(704,334)	102,746	1,827,978	9,582,731	1,155,496
2026 @ 2/28												
BEGINNING FUND BAL	3,420,241	46,336	1,427,664	1,837,405	165,989	330,431	1,128,276	(704,334)	102,746	1,827,978	9,582,731	1,155,496
ADD: REVENUES	464,611	-	43,159	90,388	6,080	151,582	167,741	200,419	57,192	299,721	1,480,892	-
LESS: EXPENDITURES	559,554	-	110,185	40,950	1,885	104,745	137,855	482,537	28,546	378,857	1,845,115	-
ENDING FUND BALANCE	3,325,297	46,336	1,360,639	1,886,843	170,184	377,267	1,158,162	(986,453)	131,392	1,748,842	9,218,508	1,155,496
TABOR (3% of 2025 Gov Funds Exp)	(204,232)										(204,232)	
Additional Reserves per Council	(1,545,410)		(294,015)			(362,148)	(397,853)			(1,817,423)	(4,416,849)	
Restricted Fund Balance:												
Council Reserves **	-	-	(200,000)	(85,000)	-	-	-	-	-	-	(285,000)	-
Affordable Housing Fund	(292,495)										(292,495)	
Cumulative flume tax @ 12/31	(658,457)										(658,457)	
	624,703	46,336	866,624	1,801,843	170,184	15,119	760,309	(986,453)	131,392	(68,581)	3,361,475	

Total Fund Balance - Government Funds

3,509,689

Total Fund Balance - Enterprise Funds

(148,214)

-




** Resolution 18 - 2021

CIF - \$245,000 (10,000 - Gazebo (10,000+ spent), 65,000 - Pickleball/Basketball Court, 20,000 - Skate Park, 150,000 - Fellin Park Restrooms (150,000+ spent))

CTF - \$40,000 - Fellin Park Restrooms (40,000+ spent)

TF - \$250,000 - Fellin Park Stage (\$50,000 spent)

Fund Balances = Caselle

LEGEND	
	Revenue > Expense
	Expense > Revenue (unexpected)
	Expense > Revenue (expected)

CITY OF OURAY
FUND SUMMARY
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	165,798.33	295,138.95	3,553,573.00	3,258,434.05	8.3
GRANTS/CONTRIBUTIONS	26,969.25	28,707.85	756,000.00	727,292.15	3.8
PERMITS & FEES	36,400.87	52,924.05	163,350.00	110,425.95	32.4
OTHER REVENUES	12,850.52	83,044.79	481,511.18	398,466.39	17.3
COMMUNITY CENTER	3,385.00	3,385.00	7,000.00	3,615.00	48.4
OTHER PARKS REVENUES	188.32	368.32	78,350.00	77,981.68	.5
PROPERTY TAXES -FLUMES	1,041.61	1,041.61	154,671.00	153,629.39	.7
	<u>246,633.90</u>	<u>464,610.57</u>	<u>5,194,455.18</u>	<u>4,729,844.61</u>	<u>8.9</u>
<u>EXPENDITURES</u>					
GENERAL GOVERNMENT EXPENSES:					
SALARIES AND WAGES	36,322.85	71,628.24	542,910.08	471,281.84	13.2
TAXES & BENEFITS	11,193.73	24,287.58	187,541.90	163,254.32	13.0
OVERHEAD	2,315.74	19,475.84	90,326.00	70,850.16	21.6
OPERATING MAINTENANCE	71,125.15	114,867.15	775,785.00	660,917.85	14.8
CAPITAL EXPENDITURES	1,006.84	3,137.87	27,050.00	23,912.13	11.6
EMERGENCY SERVICES CENTER	6,481.21	6,735.10	124,950.00	118,214.90	5.4
	<u>128,445.52</u>	<u>240,131.78</u>	<u>1,748,562.98</u>	<u>1,508,431.20</u>	<u>13.7</u>
POLICE DEPT. EXPENSES:					
SALARIES AND WAGES	30,442.39	66,391.73	748,295.52	681,903.79	8.9
TAXES & BENEFITS	9,359.93	28,547.25	285,353.43	256,806.18	10.0
OVERHEAD	16,778.49	33,295.79	150,299.00	117,003.21	22.2
OPERATING MAINTENANCE	21,666.15	27,586.92	184,082.00	156,495.08	15.0
CAPITAL EXPENDITURES	.00	.00	7,400.00	7,400.00	.0
	<u>78,246.96</u>	<u>155,821.69</u>	<u>1,375,429.95</u>	<u>1,219,608.26</u>	<u>11.3</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
FIRE DEPT. EXPENSES:					
SALARIES AND WAGES	4,003.63	7,260.93	40,000.00	32,739.07	18.2
TAXES & BENEFITS	314.29	1,717.21	7,727.00	6,009.79	22.2
OVERHEAD	6,153.08	10,343.38	31,166.00	20,822.62	33.2
OPERATING MAINTENANCE	7,489.59	9,391.02	125,300.00	115,908.98	7.5
CAPITAL EXPENDITURES	.00	.00	19,100.00	19,100.00	.0
	17,960.59	28,712.54	223,293.00	194,580.46	12.9
PUBLIC WORKS DEPT. EXPENSES:					
SALARIES AND WAGES	14,106.87	29,015.70	191,917.17	162,901.47	15.1
TAXES & BENEFITS	3,975.88	11,765.70	75,516.00	63,750.30	15.6
OVERHEAD	8,703.98	14,140.40	38,971.00	24,830.60	36.3
OPERATING MAINTENANCE	2,682.29	7,078.84	259,194.00	252,115.16	2.7
CAPITAL EXPENDITURES	935.00	935.00	717,500.00	716,565.00	.1
CAPITAL IMPRV - FLUMES/STREETS	.00	.00	170,000.00	170,000.00	.0
	30,404.02	62,935.64	1,453,098.17	1,390,162.53	4.3
COMMUNITY CENTER EXPENSES:					
SALARIES AND WAGES	3,286.53	8,101.71	68,673.79	60,572.08	11.8
TAXES & BENEFITS	2,039.57	4,818.32	34,595.08	29,776.76	13.9
OVERHEAD	928.82	4,074.15	24,592.00	20,517.85	16.6
OPERATING MAINTENANCE	1,370.96	2,023.13	18,540.00	16,516.87	10.9
CAPITAL EXPENDITURES	.00	884.44	8,000.00	7,115.56	11.1
	7,625.88	19,901.75	154,400.87	134,499.12	12.9
OTHER PARKS EXPENSES:					
SALARIES AND WAGES	9,389.18	19,626.18	193,814.94	174,188.76	10.1
TAXES & BENEFITS	3,027.50	7,715.75	55,062.01	47,346.26	14.0
OVERHEAD	1,911.21	5,148.27	29,608.00	24,459.73	17.4
OPERATING MAINTENANCE	5,530.70	8,296.33	178,900.00	170,603.67	4.6
CAPITAL EXPENDITURES	902.12	902.12	32,000.00	31,097.88	2.8
	20,760.71	41,688.65	489,384.95	447,696.30	8.5

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
SKI TOW EXPENSES:					
SALARIES AND WAGES	1,578.85	2,186.64	19,906.83	17,720.19	11.0
TAXES & BENEFITS	347.74	898.37	5,733.72	4,835.35	15.7
OVERHEAD	58.59	110.89	3,322.00	3,211.11	3.3
OPERATING MAINTENANCE	96.01	495.62	9,100.00	8,604.38	5.5
	<u>2,081.19</u>	<u>3,691.52</u>	<u>38,062.55</u>	<u>34,371.03</u>	<u>9.7</u>
ICE RINK/ROTARY PARK EXPENSES:					
SALARIES AND WAGES	1,230.03	2,442.17	17,269.58	14,827.41	14.1
TAXES & BENEFITS	545.28	1,077.43	7,634.18	6,556.75	14.1
OVERHEAD	665.72	1,238.05	9,467.00	8,228.95	13.1
OPERATING MAINTENANCE	137.65	1,912.89	18,400.00	16,487.11	10.4
	<u>2,578.68</u>	<u>6,670.54</u>	<u>52,770.76</u>	<u>46,100.22</u>	<u>12.6</u>
	<u>288,103.55</u>	<u>559,554.11</u>	<u>5,535,003.23</u>	<u>4,975,449.12</u>	<u>10.1</u>
	<u>(41,469.65)</u>	<u>(94,943.54)</u>	<u>(340,548.05)</u>	<u>(245,604.51)</u>	<u>(27.9)</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CUSTOMER REVENUE	75,386.80	151,581.59	948,399.00	796,817.41	16.0
OTHER REVENUES	.00	.00	19,650.00	19,650.00	.0
	<u>75,386.80</u>	<u>151,581.59</u>	<u>968,049.00</u>	<u>816,467.41</u>	<u>15.7</u>
<u>EXPENDITURES</u>					
WATER EXPENSES:					
SALARIES AND WAGES	28,965.52	59,036.57	388,735.42	329,698.85	15.2
TAXES & BENEFITS	9,684.62	22,050.94	136,525.00	114,474.06	16.2
OVERHEAD	3,777.61	14,104.94	69,681.00	55,576.06	20.2
OPERATING MAINTENANCE	3,902.91	8,737.83	269,395.00	260,657.17	3.2
CAPITAL EXPENDITURES	815.03	815.03	13,000.00	12,184.97	6.3
	<u>47,145.69</u>	<u>104,745.31</u>	<u>877,336.42</u>	<u>772,591.11</u>	<u>11.9</u>
	<u>47,145.69</u>	<u>104,745.31</u>	<u>877,336.42</u>	<u>772,591.11</u>	<u>11.9</u>
	<u>28,241.11</u>	<u>46,836.28</u>	<u>90,712.58</u>	<u>43,876.30</u>	<u>51.6</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CUSTOMER REVENUE	83,598.27	167,741.47	1,034,230.00	866,488.53	16.2
OTHER REVENUES	.00	.00	37,150.00	37,150.00	.0
	<u>83,598.27</u>	<u>167,741.47</u>	<u>1,071,380.00</u>	<u>903,638.53</u>	<u>15.7</u>
 <u>EXPENDITURES</u>					
SEWER EXPENSES:					
SALARIES AND WAGES	32,017.00	65,291.00	426,356.11	361,065.11	15.3
TAXES & BENEFITS	10,397.63	22,989.69	142,755.99	119,766.30	16.1
OVERHEAD	8,651.53	24,486.75	158,225.00	133,738.25	15.5
OPERATING MAINTENANCE	16,891.84	25,087.60	282,800.00	257,712.40	8.9
CAPITAL EXPENDITURES	.00	.00	11,000.00	11,000.00	.0
	<u>67,958.00</u>	<u>137,855.04</u>	<u>1,021,137.10</u>	<u>883,282.06</u>	<u>13.5</u>
	<u>67,958.00</u>	<u>137,855.04</u>	<u>1,021,137.10</u>	<u>883,282.06</u>	<u>13.5</u>
	<u>15,640.27</u>	<u>29,886.43</u>	<u>50,242.90</u>	<u>20,356.47</u>	<u>59.5</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

REFUSE/RECYCLE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
REFUSE REVENUE	23,367.90	47,817.11	295,754.00	247,936.89	16.2
RECYCLE REVENUE	4,587.93	9,375.11	58,730.00	49,354.89	16.0
	<u>27,955.83</u>	<u>57,192.22</u>	<u>354,484.00</u>	<u>297,291.78</u>	<u>16.1</u>
 <u>EXPENDITURES</u>					
REFUSE EXPENSES:					
OPERATING MAINTENANCE	.00	23,660.35	302,128.00	278,467.65	7.8
	.00	23,660.35	302,128.00	278,467.65	7.8
RECYCLE EXPENSES:					
OPERATING MAINTENANCE	.00	4,885.94	65,228.00	60,342.06	7.5
	.00	4,885.94	65,228.00	60,342.06	7.5
	.00	28,546.29	367,356.00	338,809.71	7.8
	<u>27,955.83</u>	<u>28,645.93</u>	<u>(12,872.00)</u>	<u>(41,517.93)</u>	<u>222.5</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

UTILITY - CI FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
WATER REVENUES	24,644.33	55,128.95	501,745.00	446,616.05	11.0
SEWER REVENUES	69,607.57	145,289.60	1,071,432.00	926,142.40	13.6
	<u>94,251.90</u>	<u>200,418.55</u>	<u>1,573,177.00</u>	<u>1,372,758.45</u>	<u>12.7</u>
 <u>EXPENDITURES</u>					
UTILITY-CI WATER EXPENSES:					
CAPITAL EXPENDITURES	5,250.00	5,250.00	.00	(5,250.00)	.0
DEBT SERVICE	.00	.00	350,014.00	350,014.00	.0
	<u>5,250.00</u>	<u>5,250.00</u>	<u>350,014.00</u>	<u>344,764.00</u>	<u>1.5</u>
UTILITY-CI SEWER EXPENSES:					
DEBT SERVICE	.00	477,287.23	954,574.00	477,286.77	50.0
	<u>.00</u>	<u>477,287.23</u>	<u>954,574.00</u>	<u>477,286.77</u>	<u>50.0</u>
	<u>5,250.00</u>	<u>482,537.23</u>	<u>1,304,588.00</u>	<u>822,050.77</u>	<u>37.0</u>
	<u>89,001.90</u>	<u>(282,118.68)</u>	<u>268,589.00</u>	<u>550,707.68</u>	<u>(105.0)</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

CAPITAL IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CAPITAL IMPROVEMENT REVENUES	52,217.84	90,387.72	807,130.00	716,742.28	11.2
	52,217.84	90,387.72	807,130.00	716,742.28	11.2
<u>EXPENDITURES</u>					
CAPITAL IMPROVEMENT EXPENSES:					
CAPITAL EXPENDITURES	40,950.00	40,950.00	2,159,500.00	2,118,550.00	1.9
	40,950.00	40,950.00	2,159,500.00	2,118,550.00	1.9
	40,950.00	40,950.00	2,159,500.00	2,118,550.00	1.9
	11,267.84	49,437.72	(1,352,370.00)	(1,401,807.72)	3.7

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

PARKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
POOL REVENUES	126,754.93	292,105.84	3,626,398.00	3,334,292.16	8.1
BOX CANON REVENUES	.00	.00	741,500.00	741,500.00	.0
GYM REVENUES	2,670.00	7,615.00	46,000.00	38,385.00	16.6
ICE PARK REVENUES	.00	.00	16,000.00	16,000.00	.0
VIA FERRATA REVENUES	.00	.00	43,500.00	43,500.00	.0
	<u>129,424.93</u>	<u>299,720.84</u>	<u>4,473,398.00</u>	<u>4,173,677.16</u>	<u>6.7</u>
 <u>EXPENDITURES</u>					
POOL EXPENSES:					
SALARIES AND WAGES	75,714.50	151,856.96	1,224,606.61	1,072,749.65	12.4
TAXES & BENEFITS	17,843.82	48,971.33	375,311.00	326,339.67	13.1
OVERHEAD	20,438.10	49,581.98	402,859.00	353,277.02	12.3
OPERATING MAINTENANCE	30,757.78	50,192.12	391,815.00	341,622.88	12.8
CAPITAL EXPENDITURES	5,770.00	5,909.99	903,322.00	897,412.01	.7
DEBT SERVICE	.00	.00	513,822.00	513,822.00	.0
	<u>150,524.20</u>	<u>306,512.38</u>	<u>3,811,735.61</u>	<u>3,505,223.23</u>	<u>8.0</u>
 BOX CANON EXPENSES:					
SALARIES AND WAGES	4,810.30	8,765.03	128,528.21	119,763.18	6.8
TAXES & BENEFITS	2,234.64	4,718.78	38,872.76	34,153.98	12.1
OVERHEAD	221.79	1,001.36	49,432.00	48,430.64	2.0
OPERATING MAINTENANCE	458.94	1,091.42	28,600.00	27,508.58	3.8
CAPITAL EXPENDITURES	.00	.00	20,000.00	20,000.00	.0
	<u>7,725.67</u>	<u>15,576.59</u>	<u>265,432.97</u>	<u>249,856.38</u>	<u>5.9</u>

CITY OF OURAY
FUND SUMMARY
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

PARKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
GYM EXPENSES:					
SALARIES AND WAGES	1,296.60	1,892.75	17,050.18	15,157.43	11.1
TAXES & BENEFITS	494.85	914.19	6,117.95	5,203.76	14.9
OVERHEAD	207.12	578.25	2,760.00	2,181.75	21.0
OPERATING MAINTENANCE	199.90	199.90	15,600.00	15,400.10	1.3
	<u>2,198.47</u>	<u>3,585.09</u>	<u>41,528.13</u>	<u>37,943.04</u>	<u>8.6</u>
ADMINISTRATION EXPENSES:					
SALARIES AND WAGES	17,851.61	36,929.87	239,121.64	202,191.77	15.4
TAXES & BENEFITS	6,027.70	12,283.05	78,256.70	65,973.65	15.7
OPERATING MAINTENANCE	514.02	1,104.41	30,000.00	28,895.59	3.7
	<u>24,393.33</u>	<u>50,317.33</u>	<u>347,378.34</u>	<u>297,061.01</u>	<u>14.5</u>
ICE PARK EXPENSES:					
OVERHEAD	.00	.00	72.00	72.00	.0
OPERATING MAINTENANCE	575.43	1,130.41	15,928.00	14,797.59	7.1
	<u>575.43</u>	<u>1,130.41</u>	<u>16,000.00</u>	<u>14,869.59</u>	<u>7.1</u>
VIA FERRATA EXPENSES:					
SALARIES AND WAGES	706.08	1,059.12	49,179.20	48,120.08	2.2
TAXES & BENEFITS	318.24	636.27	8,437.94	7,801.67	7.5
OPERATING MAINTENANCE	40.01	40.01	6,500.00	6,459.99	.6
	<u>1,064.33</u>	<u>1,735.40</u>	<u>64,117.14</u>	<u>62,381.74</u>	<u>2.7</u>
	<u>186,481.43</u>	<u>378,857.20</u>	<u>4,546,192.19</u>	<u>4,167,334.99</u>	<u>8.3</u>
	<u>(57,056.50)</u>	<u>(79,136.36)</u>	<u>(72,794.19)</u>	<u>6,342.17</u>	<u>(108.7)</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

TOURISM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
REVENUE	18,466.52	43,159.49	799,903.00	756,743.51	5.4
	<u>18,466.52</u>	<u>43,159.49</u>	<u>799,903.00</u>	<u>756,743.51</u>	<u>5.4</u>
 <u>EXPENDITURES</u>					
TOURISM EXPENSES:					
SALARIES AND WAGES	17,831.97	33,315.58	231,666.41	198,350.83	14.4
TAXES & BENEFITS	4,579.30	9,580.93	59,345.65	49,764.72	16.1
OVERHEAD	2,891.77	4,665.57	27,379.00	22,713.43	17.0
OPERATING MAINTENANCE	7,593.52	62,622.87	601,951.00	539,328.13	10.4
CAPITAL EXPENDITURES	.00	.00	5,000.00	5,000.00	.0
	<u>32,896.56</u>	<u>110,184.95</u>	<u>925,342.06</u>	<u>815,157.11</u>	<u>11.9</u>
	<u>32,896.56</u>	<u>110,184.95</u>	<u>925,342.06</u>	<u>815,157.11</u>	<u>11.9</u>
	<u>(14,430.04)</u>	<u>(67,025.46)</u>	<u>(125,439.06)</u>	<u>(58,413.60)</u>	<u>(53.4)</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

BEAUTIFICATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & INTEREST	2,507.25	5,845.71	105,058.00	99,212.29	5.6
GRANTS/DONATIONS/OTHER	234.00	234.00	.00	(234.00)	.0
	<u>2,741.25</u>	<u>6,079.71</u>	<u>105,058.00</u>	<u>98,978.29</u>	<u>5.8</u>
 <u>EXPENDITURES</u>					
BEAUTIFICATION EXPENSES:					
OPERATING MAINTENANCE	1,884.66	1,884.66	105,446.30	103,561.64	1.8
CAPITAL EXPENDITURES	.00	.00	15,000.00	15,000.00	.0
	<u>1,884.66</u>	<u>1,884.66</u>	<u>120,446.30</u>	<u>118,561.64</u>	<u>1.6</u>
	<u>1,884.66</u>	<u>1,884.66</u>	<u>120,446.30</u>	<u>118,561.64</u>	<u>1.6</u>
	<u>856.59</u>	<u>4,195.05</u>	<u>(15,388.30)</u>	<u>(19,583.35)</u>	<u>27.3</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
STATE REVENUE & INTEREST	.00	.00	12,600.00	12,600.00	.0
	.00	.00	12,600.00	12,600.00	.0
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.0
	.00	.00	12,600.00	12,600.00	.0

CITY OF OURAY
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

FIREMEN'S PENSION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CONTRIBUTIONS & EARNINGS	.00	.00	122,000.00	122,000.00	.0
	.00	.00	122,000.00	122,000.00	.0
<u>EXPENDITURES</u>					
FIREMEN'S PENSION EXPENSES:					
OVERHEAD	.00	.00	56,400.00	56,400.00	.0
	.00	.00	56,400.00	56,400.00	.0
	.00	.00	56,400.00	56,400.00	.0
	.00	.00	65,600.00	65,600.00	.0

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2022	2023	2024	2025	2026	26 vs 25
Month						
January	7718	7799	7339	7199	4715	-34.50%
February	7776	5906	6696	6280	5270	-16.08%
March	6782	7341	6304	5575		
April	4172	3836	4255	4159		
May	10002	9580	8772	9838		
June	16180	17520	16633	16344		
July	16791	20105	20061	20176		
August	17825	19086	19073	18805		
September	18930	18960	18474	15410		
October	12080	12945	14295	11180		
November	3196	3856	3902	3648		
December	3998	5174	5458	4033		
Total Rooms	125450	132108	131262	122647	4715	-25.92%

DOLLARS						
January	\$29,038	\$37,429	\$35,592	\$39,148	\$28,324	-32.04%
February	\$36,284	\$30,377	\$33,782	\$34,291	\$27,589	-22.65%
March	\$30,334	\$30,554	\$29,592	\$29,590		
April	\$18,466	\$17,063	\$18,171	\$19,437		
May	\$43,131	\$40,051	\$48,072	\$57,896		
June	\$98,839	\$110,643	\$113,602	\$116,968		
July	\$133,897	\$149,839	\$164,778	\$177,200		
August	\$122,778	\$131,561	\$143,738	\$145,148		
September	\$119,099	\$129,568	\$134,598	\$125,784		
October	\$74,824	\$78,992	\$87,842	\$72,554		
November	\$14,566	\$16,442	\$19,571	\$18,597		
December	\$23,554	\$28,904	\$31,294	\$28,020		
Total Dollars	\$744,810	\$801,423	\$860,631	\$864,633	\$55,913	-23.86%

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

Excise Tax on Short Term Rentals

Activity Month	2023	2024	2025	2026	% Change from 2025	YTD % Change
January	\$ 37,085.48	\$ 35,761.19	\$ 39,148.42	\$ 33,536.64	-14.3%	-14.3%
February	\$ 27,662.57	\$ 28,192.46	\$ 28,043.85	\$ 22,896.43	-18.4%	-16.0%
March	\$ 23,074.54	\$ 21,027.21	\$ 19,456.70			
April	\$ 6,674.51	\$ 7,558.36	\$ 6,915.92			
May	\$ 21,653.38	\$ 27,989.28	\$ 33,919.91			
June	\$ 84,017.25	\$ 89,007.15	\$ 96,898.30			
July	\$ 128,885.01	\$ 141,496.13	\$ 169,955.84			
August	\$ 99,257.44	\$ 118,757.19	\$ 122,713.37			
September	\$ 92,170.25	\$ 87,286.84	\$ 112,395.34			
October	\$ 55,796.90	\$ 49,490.66	\$ 64,510.64			
November	\$ 13,210.01	\$ 10,581.26	\$ 14,790.59			
December	\$ 29,200.58	\$ 27,874.27	\$ 29,694.75			
Grand Total	\$ 618,687.92	\$ 645,022.01	\$ 738,443.63	\$ 56,433.07		

Revenue by Fund	2023	2024	2025	2026	Cumulative
Affordable/Attainable Housing	\$ 309,343.96	\$ 322,511.00	\$ 369,221.82	\$ 28,216.54	\$ 1,029,293.31
Water Capital Improvements	\$ 154,671.98	\$ 161,255.50	\$ 184,610.91	\$ 14,108.27	\$ 514,646.66
Sewer Capital Improvements	\$ 154,671.98	\$ 161,255.50	\$ 184,610.91	\$ 14,108.27	\$ 514,646.66
Cumulative Total Raised					\$ 2,058,586.63

Affordable Housing Revenue and Expenses	2023	2024	2025	2026	Cumulative
Total Raised	\$ 309,343.96	\$ 322,511.00	\$ 369,221.82	\$ 28,216.54	\$ 1,029,293.31
Total Spent	\$ (161,747.19)	\$ (150,947.82)	\$ (670,578.47)	\$ (21,386.42)	\$ (1,004,659.90)
Total Remaining	\$ 147,596.77	\$ 171,563.18	\$ (301,356.66)	\$ 6,830.12	\$ 24,633.41

Check Date	Payee	Amount	Description
1/4/2023	Home Trust of Ouray County	\$ 100,000.00	734 4th St
2/1/2023	Home Trust of Ouray County	\$ 20,000.00	2023 Operating funds
4/26/2023	Economic & Planning Systems Inc	\$ 3,847.50	Housing needs analysis
5/24/2023	Economic & Planning Systems Inc	\$ 3,505.00	Housing needs analysis
6/7/2023	Buckhorn Engineering	\$ 3,426.25	Cascade Park Geohazard Assessment
7/5/2023	Economic & Planning Systems Inc	\$ 1,557.50	Housing needs analysis
8/2/2023	Economic & Planning Systems Inc	\$ 7,692.50	Housing needs analysis
9/6/2023	Buckhorn Engineering	\$ 6,293.75	Cascade Park Geohazard Assessment
9/27/2023	Economic & Planning Systems Inc	\$ 4,237.50	Housing needs analysis
11/1/2023	Economic & Planning Systems Inc	\$ 1,930.00	Housing needs analysis
11/29/2023	Economic & Planning Systems Inc	\$ 9,257.19	Housing needs analysis
1/23/2024	Economic & Planning Systems Inc	\$ 6,102.50	Housing needs analysis
1/23/2024	Home Trust of Ouray County	\$ 30,000.00	2024 Operating funds
4/17/2024	Ouray County Clerk & Recorder	\$ 382.16	Recording fee
8/28/2024	Economic & Planning Systems Inc	\$ 2,500.00	Housing needs analysis
9/18/2024	Home Trust of Ouray County	\$ 100,000.00	River Walk Rentals
12/31/2024	Internal Transfer	\$ 11,963.16	Landlord EQR Credit reimbursement
6/10/2025	Home Trust of Ouray County	\$ 42,655.00	2025 Operating Funds
9/30/2025	Land Title Guarantee Company	\$ 100,000.00	Hank's Place
10/6/2025	Double A Home & Lawn	\$ 2,380.00	Waterview Maint
10/14/2025	Karp Neu Hanlon	\$ 899.00	Ditch Litigation
10/14/2025	Rural Homes	\$ 1,000.00	
10/29/2025	Keenan's Plumbing and Heating	\$ 509.97	Irrigation work
10/29/2025	Rural Homes	\$ 1,000.00	
10/22/2025	San Juan Gardens	\$ 1,850.00	Waterview Landscaping
11/30/2025	Karp Neu Hanlon	\$ 2,557.00	Ditch Litigation
11/30/2025	Land Title Guarantee Company	\$ 200,000.00	Swiss Village
11/26/2025	Double A Home & Lawn	\$ 300.00	Waterview Maint
11/30/2025	Rural Homes	\$ 1,000.00	
12/31/2025	Rural Homes	\$ 1,000.00	
12/31/2025	Karp Neu Hanlon	\$ 427.50	Ditch Litigation
12/31/2025	Waterview Tap Fees	\$ 315,000.00	Waterview Tap Fees
2/18/2026	Karp Neu Hanlon	\$ 100.00	Ditch Litigation
2/18/2026	Karp Neu Hanlon	\$ 6,137.50	Ditch Litigation
3/2/2026	Karp Neu Hanlon	\$ 1,718.00	Ditch Litigation
3/2/2026	Karp Neu Hanlon	\$ 13,430.92	Ditch Litigation
4/1/2026	Karp Neu Hanlon	\$ 354.50	Ditch Litigation

City of Ouray Hot Springs Pool and Fitness Center - Visitor and Revenue Trends

(Source: Point of Sale Software)

VISITORS	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	% change from 2025
January	36	9,392	8,553	8,149	4,961	5,258	6,871	7,152	7,958	8,583	7.85%
February	13	7,342	5,970	7,836	4,824	6,660	5,599	5,592	7,369	6,591	-10.56%
March	58	10,468	9,118	3,638	7,697	8,621	7,148	8,426	10,250		
April	16	7,048	5,481	-	7,104	5,249	4,693	6,578	6,626		
May	2,984	13,346	11,397	-	11,580	9,549	10,602	11,201	12,418		
June	18,175	24,764	24,525	1,540	25,977	20,156	23,206	22,419	23,465		
July	37,483	35,943	36,986	6,416	30,994	26,286	32,117	32,654	29,525		
August	25,486	23,936	23,274	12,622	22,179	19,101	21,170	20,874	22,395		
September	16,065	16,397	14,833	11,946	13,612	14,652	15,634	15,208	13,944		
October	9,834	8,771	9,596	10,699	9,368	10,135	11,035	12,238	10,436		
November	7,077	7,043	6,920	4,644	6,782	5,354	6,326	6,851	7,444		
December	10,753	9,046	8,174	4,439	6,317	6,510	8,152	8,816	9,420		
TOTAL YEAR	127,980	173,496	164,827	71,929	151,395	137,531	152,553	158,009	161,250	15,174	

REVENUE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	% change from 2025
January	\$ 2,189.00	\$ 89,885.46	\$ 95,701.53	\$ 99,306.81	\$ 66,989.85	\$ 63,150.43	\$ 96,783.56	\$ 121,260.10	\$ 140,810.60	\$ 170,998.52	21.44%
February	\$ 724.00	\$ 70,970.13	\$ 65,918.59	\$ 97,215.12	\$ 61,086.55	\$ 85,924.20	\$ 112,926.04	\$ 105,565.18	\$ 153,097.35	\$ 130,324.84	-14.87%
March	\$ 1,012.00	\$ 102,232.15	\$ 108,526.39	\$ 47,810.30	\$ 106,419.45	\$ 126,759.01	\$ 120,467.93	\$ 145,888.18	\$ 190,605.89	\$ -	
April	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	\$ -	\$ 98,819.49	\$ 152,003.71	\$ 133,097.92	\$ 119,178.58	\$ 132,369.64	\$ -	
May	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	\$ -	\$ 162,720.12	\$ 143,279.82	\$ 208,335.74	\$ 275,871.30	\$ 253,207.30	\$ -	
June	\$ 166,974.02	\$ 317,542.31	\$ 311,093.17	\$ 19,273.04	\$ 352,538.72	\$ 321,377.13	\$ 469,321.85	\$ 469,363.01	\$ 534,623.93	\$ -	
July	\$ 479,802.39	\$ 455,519.84	\$ 474,330.32	\$ 74,169.01	\$ 428,489.09	\$ 452,460.99	\$ 646,348.28	\$ 660,284.72	\$ 672,522.79	\$ -	
August	\$ 326,151.96	\$ 308,882.04	\$ 295,953.46	\$ 165,977.58	\$ 312,872.14	\$ 316,183.52	\$ 419,353.80	\$ 423,754.26	\$ 506,952.42	\$ -	
September	\$ 184,807.92	\$ 200,777.07	\$ 188,131.33	\$ 158,666.78	\$ 186,412.51	\$ 238,796.90	\$ 283,459.93	\$ 278,649.03	\$ 299,291.45	\$ -	
October	\$ 82,537.92	\$ 99,235.68	\$ 120,843.43	\$ 145,302.53	\$ 131,806.01	\$ 170,555.12	\$ 211,284.83	\$ 223,633.93	\$ 226,736.40	\$ -	
November	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	\$ 58,403.16	\$ 88,639.21	\$ 84,930.60	\$ 107,867.28	\$ 119,193.83	\$ 153,734.11	\$ -	
December	\$ 112,212.40	\$ 111,645.98	\$ 105,050.32	\$ 60,304.81	\$ 79,891.78	\$ 94,844.99	\$ 156,882.10	\$ 163,777.30	\$ 227,237.30	\$ -	
TOTAL YEAR	\$ 1,544,555.95	\$ 2,070,414.67	\$ 2,049,787.72	\$ 926,429.14	\$ 2,076,684.92	\$ 2,250,266.42	\$ 2,966,129.26	\$ 3,106,419.42	\$ 3,491,189.18	\$ 301,323.36	

CITY OF OURAY VISITOR CENTER - REVENUE TRENDS

REVENUES

	2023		2024			2025			2026			Incr./Decr.	26 vs. 25
	Concessions	Non-Profit	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV		
January	\$ 228.95	\$ 53.00		\$ 284.11	\$ 25.00	\$ -	\$ 149.25	\$ 95.00	\$ 119.50	\$ 110.00	\$ -	\$ (14.75)	-6%
February	\$ 150.89	\$ 85.95		\$ 438.62	\$ 36.00	\$ -	\$ 519.70	\$ 140.00	\$ 124.00	\$ -	\$ -	\$ (535.70)	-81%
March	\$ 395.38	\$ 4.00		\$ 773.27	\$ 111.00	\$ -	\$ 764.72	\$ 95.00					
April	\$ 403.25	\$ 2.00	\$ 50.50	\$ 713.73	\$ 25.00	\$ -	\$ -	\$ -					
May	\$ 1,098.28	\$ 611.60	\$ 126.25	\$ 2,281.10	\$ 88.00	\$ 126.25	\$ 1,362.42	\$ 150.00					
June	\$ 1,627.77	\$ 690.75	\$ 202.00	\$ 3,035.75	\$ 498.00	\$ 325.25	\$ 3,100.22	\$ 120.00					
July	\$ 2,517.75	\$ 664.60	\$ 782.75	\$ 3,369.09	\$ 277.00	\$ 252.50	\$ 5,390.44	\$ 175.00					
August	\$ 2,669.69	\$ 648.85	\$ 378.75	\$ 2,360.70	\$ 387.00	\$ 378.75	\$ 4,788.44	\$ 320.00					
September	\$ 2,834.91	\$ 698.00	\$ 75.75	\$ 3,482.57	\$ 360.00	\$ 277.75	\$ 5,710.05	\$ 340.00					
October	\$ 1,096.11	\$ 253.00	\$ 227.25	\$ 1,636.08	\$ 225.00	\$ 50.50	\$ 2,867.51	\$ 230.00					
November	\$ 354.94	\$ 40.00	\$ -	\$ 160.37	\$ 60.00	\$ -	\$ 601.55	\$ 65.00					
December	\$ 233.25	\$ -	\$ -	\$ 477.79	\$ -	\$ -	\$ 176.97	\$ 20.07					
TOTAL \$	\$ 13,611.17	\$ 3,751.75	\$ 1,843.25	\$ 19,013.18	\$ 2,092.00	\$ 1,411.00	\$ 25,431.27	\$ 1,750.07	\$ 243.50	\$ 110.00	\$ -	\$ (550.45)	
	\$ 17,362.92		\$ 22,948.43			\$ 28,592.34			\$ 353.50				

percent of sales earning profit

78%

8%

5%

69%

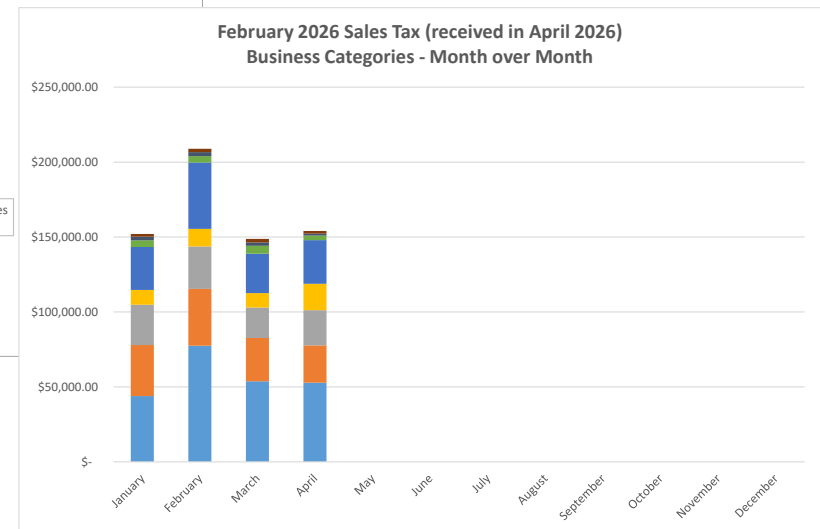
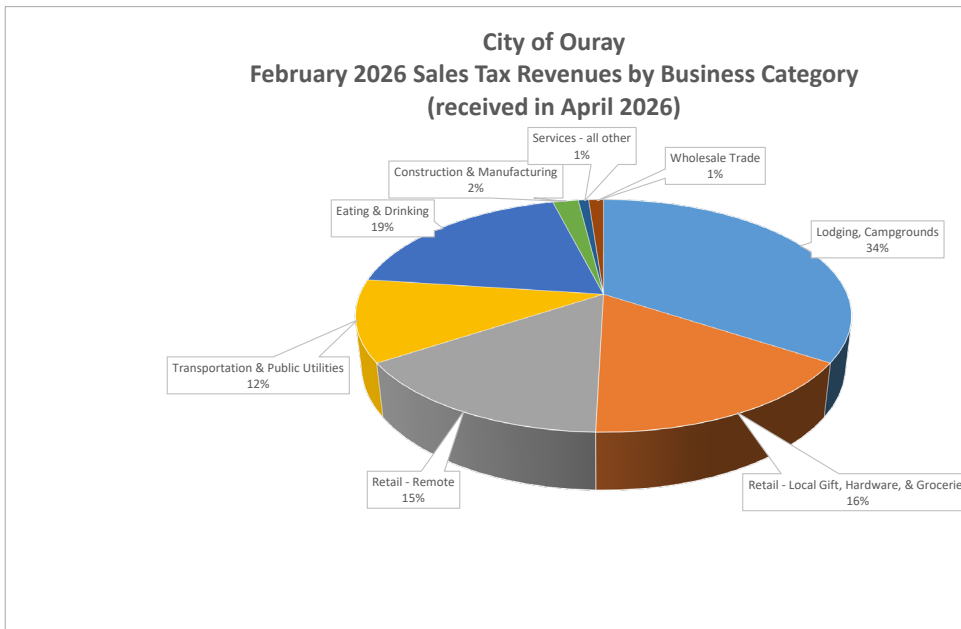
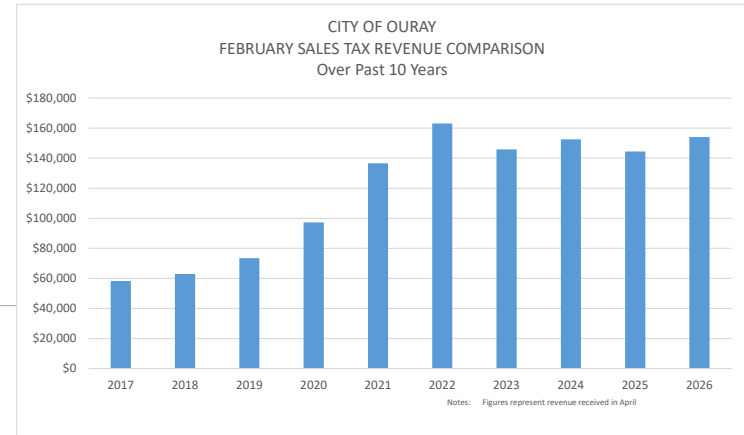
Ouray PD / OC Sheriff

An analysis of year-to-date police personnel spending shows that the City remains within its 2026 budgeted levels, even while operating under a dual-cost structure that includes both City police staffing and contracted Sheriff's Office coverage. The annual police personnel budget of \$1,015,159 equates to a monthly average of \$84,596.58, or \$253,789.75 for January through March. Actual personnel expenditures for this period total \$118,125.69, and the City has additionally paid \$91,167.96 to the County for Sheriff's Office coverage. Combined, these costs total \$209,293.65, which remains below the first-quarter personnel budget allocation. While this is not a direct comparison of services or cost structures, the analysis demonstrates that the police budget is not overspent despite the City simultaneously funding its own police positions and relying on the Sheriff's Office for operational coverage.

	Annual Budgeted	Monthly	2026 YTD	Sheriff's Office Coverage	
Chief	\$155,000.00	\$12,916.67	\$0.00	January	\$16,053.88
Officers	\$515,753.00	\$42,979.42	\$63,251.34	February	\$36,031.98
Admin	\$59,202.00	\$4,933.50	\$12,380.37	March	\$39,082.10
FICA	\$57,245.00	\$4,770.42	\$6,057.02	April	
Unemployment	\$1,497.00	\$124.75	\$158.34	May	
WC	\$35,990.00	\$2,999.17	\$8,997.51	June	
Health Insurance	\$163,868.00	\$13,655.67	\$24,968.31	July	
GTL	\$4,155.00	\$346.25	\$380.12	August	
Retirement	\$22,449.00	\$1,870.75	\$1,932.68	September	
	\$1,015,159.00	\$84,596.58	\$118,125.69	October	
				November	
				December	
	Jan to Mar	\$253,789.75			\$91,167.96
			\$209,293.65		

Sales Tax Dashboard

		Percentage Change
April 2025 Revenue	\$ 144,422.95	
April 2026 Revenue	\$ 154,062.75	6.67%
2025 Revenue	\$ 604,622.75	
2026 Revenue	\$ 663,809.05	9.79%



	April 2026	Year-to-Date
General Fund (75%)	115,547.06	497,856.79
Capital Improvement Fund (25%)	38,515.69	165,952.26



Community Development Department City Council Update April 20, 2026

Members of the City Council,

As the weather begins to shift to warmer weather and construction activity increases, the City is actively preparing for a busy and productive summer building season. While I was able to take a much-needed vacation, I have since returned, poised to support the organization's efforts and ensure continued progress on development projects and key City initiatives.

Noteworthy updates are outlined below:

- Community Development Director attended the DOLA-hosted “Colorado Wildfire Resiliency Code Implementation Peer Exchange” 8th Training on March 23rd.
- Community Development Director attended the Bureau of Reclamation’s “WaterSMART Federal Grant Program” Training on April 15th.
- Community Development Director has assumed duties of staff liaison to the Ouray Economic Development Committee (OEDC).
 - OEDC Micro-Grant applications opened on March 16th and close April 30th.
- Community Development Director has continued meetings to utilize the funds awarded by DOLA for the Local Planning Capacity Grant.
 - Weekly meetings with OpenGov, the vendor for the City’s permitting software platform, have commenced and are going well.
 - OpenGov is targeting July 6th for full implementation of the software.
- The Community Development Department continues to administer daily functions of the office, including:
 - Responses to general planning inquiries such as zoning, businesses, and housing.
 - Scheduling remote and on-site building inspections with building inspection consultants.
 - Development permit applications.
- Code amendments for the following sections:
 - Special Events
 - A media push to obtain public comment was released the week of April 13th with the help from the City’s marketing and tourism team. Thank you, ladies!
 - Consideration of the amendment is scheduled for the April 21st Planning Commission meeting.
 - Lighting Ordinance
 - Currently under review by the City Administrator and internal staff.

- The City of Ouray’s Planning Commission regularly scheduled meeting was rescheduled due to staff vacation and will be held on April 21, 2026. Items on the agenda include:
 - Code Amendment - OMC Sec. 7-13 Special Events: Consideration of a code amendment to establish a new Special Events section within the Ouray Municipal Code, providing standards and procedures to ensure events are conducted safely while supporting community and economic activity.
 - Building Inspector and Community Resource Officer position discussion.
 - General Department updates.

The Community Development Department continues to operate with limited staffing, and I remain committed to advancing projects and responsibilities in a thoughtful and efficient manner. Even within these constraints, steady progress is being made, and efforts remain focused on supporting the City’s goals and community needs. I appreciate the continued support from City Council and the community, and value the patience and collaboration that help keep work moving forward in a positive and productive way.

Thank you for your commitment to the City of Ouray and its constituents.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Murphy". The signature is stylized with a large loop at the end.

Daniel J. Murphy
Community Development Director

Report to the City of Ouray Council

Subject: Law Enforcement Coverage and Operations within the City of Ouray

Since Mid-December, 2025, the Ouray County Sheriff's Office has been providing full law enforcement coverage for the City of Ouray Police Department. During this period, our office has remained committed to ensuring public safety while effectively balancing responsibilities across both Ouray County and the City of Ouray.

To meet these demands, we have implemented a patrol schedule designed to provide consistent and responsive coverage. This schedule incorporates varying shifts to address peak activity times, enhance deputy safety, and meet the needs of the community. Our approach ensures that both the county and city receive appropriate law enforcement presence.

Additionally, we have established a voluntary sign-up system for deputies to work dedicated assignments within the City of Ouray. When staffing gaps occur, coverage is maintained by our regularly scheduled patrol units. In these cases, operations are coordinated by dividing patrol responsibilities into north and south districts, allowing for efficient response and continued service coverage.

While providing this coverage, the Sheriff's Office has managed many significant incidents within the City of Ouray, including:

- Two reported bomb threats, both of which were thoroughly investigated and determined not to be credible but required full and immediate response to ensure public safety.
- A reported sexual assault case, which remains under active investigation.
- A death investigation.
- A missing person's report, where the individual was successfully located and confirmed safe.
- Multiple fraud-related cases.
- Criminal Mischief involving Juveniles, investigated, and parties are being held accountable.

Beyond reactive law enforcement, we have prioritized proactive community engagement and visibility. Deputies have been actively working with the Ouray School and local businesses, conducting foot patrols, walkthroughs, and directed patrols throughout the city limits. These efforts are aimed at strengthening community relationships, deterring criminal activity, and maintaining a visible law enforcement presence.

Included in this report are the statistics for calls for service provided to the City of Ouray.

The Ouray County Sheriff's Office remains dedicated to providing professional, responsive, and community-focused law enforcement services to the residents and visitors of the City of Ouray.

	OUPD case #s			
Dec 2025	6			
Jan 2026	67			
Feb 2026	189			
Mar 2026	295			
April 2026	94	This is only through 4/15/26 @23:59:59		

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April 09, 2026; Eco Action Partners Meeting. Decker Building, Ridgway

This meeting was to convey information related to energy resources currently established, and those available for establishment.

The most valuable information for me came from our representative of The Colorado Energy Office. This included the impact of Federal mandates, as well as information regarding State efforts to effectively operate within the confines of available resources to provide, both the energy required for current demands, and the finances required to accomplish these efforts.

I have obtained personal contact information from individuals with whom I will maintain communication to assure that I can provide information available. My goal is to assist in preparing ourselves for any volatility in energy related matters, as well as adequately exploring all alternative energy resources, and apprising my community of the availability of said resources, as well as any grant funding available for implementation.

April 09, 2016; Multi Agency Coordination Group meeting. 4H Center, Ridgway

This group is a county wide consortium of agencies working together to understand, and prepare properly, for coordinating efforts regarding preparedness related primarily to shared threats and hazards facing Ouray County. These agencies include, but are not limited to, Fire, Police, Emergency, Public Information, Elected officials, and Department Heads.

This meeting was to present a draft for review for this objective for calendar year 2027. Recommendations for timing were based on subjective criteria, and open to recommendation.

The specific goals stated for this meeting were:
Review current threats and hazards facing Ouray County.
Identify capability gaps and resource shortfalls.
Prioritize training needs across disciplines.
Develop a coordinated multi-year training exercise plan.
Ensure we are meeting State and Federal preparedness requirements.
Align efforts across all parties.

This meeting was well organized. The panel was inclusive of fifteen professionals, experienced in their given fields, representing State, District, and County agencies.



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Jenny's Council Report for 4/7/26-4/19/26

1. 4/7 Backcountry Committee- I missed the meeting due to a time change from being out of town. Read the minutes.
2. 4/7 met with Joe Brown to discuss pheromone packets and the potential assistance from the Ouray Trail Group in applying them.
3. 4/9 met with Adam Kunz, Tim Pinnow, and Brad? To discuss wildfire mitigation at Box Canyon Park and Swiss Village. Reached out to Ty Barger at the County to see about partnering with the City to use their demasticator to remove scrub oak at Box Canyon.
4. 4/9 MEC meeting at the 4H. This meeting was a review of planned trainings for different agencies for the next 3-year period from 2027 to 2029.
5. 4/13 met with Michelle and Aaron Johnson from the state to plan for his presentation to the City Council on May 4 regarding the Wildfire Resiliency Code.
6. 4/13 Met with Bob Risch about the Box Canyon Stair project.
7. 4/15 virtually attended work session with Ouray County regarding Yankee Boy.





David Doherty

City Council Report for meeting dated 04/20/2026

1. Unable to attend in person/remotely the City Council Meeting held on 04/6/2026 due to employment obligation out of town and City Resolution limiting Remote Attendance
 - a. Will review meeting minutes when they are available
 - b. Reviewed highlights published in local newspaper
2. ORRCA Stakeholders meeting canceled for April 14th
3. Met with Joe Brown on 4/16/2026
 - a. reviewed PARC Committee Membership and highlights of their recent activities
 - b. walked the grounds of the Pool Facility and Fellin Park
 - i. Iforgot to mention sign stating that the Fellin's donated the park is inaccurate and should be removed and replaced with history based on fact. The City has owned the Park since 1919 and leased a portion back to the Fellin family to continue their Freighting Business in 1925. Lease expired in 2024 or through some other unknown arrangement at an earlier date
 - c. discussed the current state of the Pool House as outlined in his report
4. Compiled the following list of items that bear scrutiny as we consider the Budget for FY 2027
 - a. **Water Billing Discrepancies** that I believe to exist and should be verified by the City, providing assurance to residents that their own friends and neighbors are paying their fair share. Creating friction within a friendship or a neighbor to neighbor relationship should not be a burden placed on a resident.
 - i. Building at 700 Block of Main Street with Apartment (according to County Information) billed as 1 EQR should be 2 EQR's
 - ii. Home with ADU in the 1900's Block of Oak Street – billed as 1 EGR should be 2 EQR's unless the ADU has removed all living quarters/kitchen. It has a history of rental and or occupancy
 - iii. Dining Establishment in 700 Block of Main Street. I believe chair count is inaccurate. Billed as 2 EQRS and should be 3.8
 - iv. Property at 1700 Block of Main Street possible dining chair count inaccurate and use of Tiny Home RV potentially misinterpreted. Possible EQR increase of 2.17 EQR's
 - v. Residence outside City limits at 1400 Block not paying twice the amount as required by Code currently paying 1 EQR and should be 2 EQR's
 - vi. Residence with ADU at 500 Block of Pinecrest. Billed as 1 EQR and should be 2 EQR's
 - vii. Residence with ADU at 400 Block of 9th Ave. Billed as 1 EQR and should be 2 EQR's
 - viii. Commercial Property at 600 Block of Main Street currently billed for .33 of an EQR and at minimum should be .66 of an EQR
 - ix. Property with an ADU at 800 Block of 5th Street billed 1 EQR and should be 2 EQR's
 - x. Property at 200 Block of 4th Ave has rental unit within itself not recognized by the County. It would show as a residence with commercial if it was a B&B and 2 units of Residential if unit was permitted. Billed as 1 EQR and should be 2 EQR's
 1. Does this property have record of permit and payment of 1 extra Water/Sewer Investment Fee. Currently \$16,500? Was told that the current W/S Investment Fee is \$16,500 but Chapter 9 of the Code still



states \$15,000

- a. Work on unit was done by previous owner and current owner may not be aware of situation
 - xi. Property with 3 separate residences at the 700 Block of 5th Street billed at 1 EQR and should be 3 EQR's
 - xii. Property at 400 Block of 2nd Street with walk out basement converted to Short Term rental unit. Billed at 1 EQR and should be 2 EQR's.
 1. Does this property have record of permit and payment of 1 extra Water/Sewer Investment Fee. Currently \$16,500?
 - xiii. Residence at 200 Block of Main Street with apartment attached billed at 1 EQR and should be 2 EQR's.
 - xiv. House with apartment at 400 Block of 4th Street billed at 1 EQR and should be 2 EQR's
 - xv. House with ADU at 100 Block of 4th Ave billed at 1 EQR and should be 2 EQR's
 - xvi. House with Apartment at 600 Block of 5th Street Billed at 1 EQR and should be 2 EQR's
 - xvii. House operating with 2 B&B bedrooms billed at 1 EQR and should be 1.38 EQR's or more
 - xviii. Commercial Property at 1800 Block of Main Street expanded, according to County Records, showing more spaces than billed EQR's reflect. Possible increase of .77 of an EQR
 - xix. Commercial Property with Apartment at 1800 Block billed at 1 EQR and should be 2 EQR's.
 - xx. Commercial Property of 200 Block of Main Street with
 - xxi. Property at BSWUA up CR14 billed at 2 EQR's but known to have 2 apartments in the past, one of which was rented by a former City Employee. Should be billed at 4 EQRs.
 - xxii. Newer home constructed at Whispering Pines (BWSUA) not on their list of billable properties. Should be billed at 2 EQR's of Water only
 1. Did this property pay for a Water Investment Fee? (Connection to Sewer not possible at this time)
 - a. If not \$15,000 is due. It was established in 2019 by the City Attorney that Properties outside City Limits must pay Twice the amount for Water/Sewer Investment Fees.
 - i. Records will show that a property within the boundary of the BWSUA paid \$15,000 for a Water Investment Fee.
 - xxiii. Home with Apartment, according to County records within the boundary of BWSUA on CR 14 billed at 2 EQR's and should be 4 EQR's.
 - xxiv. Home with Apartment within Panoramic Heights and part of BWSUA billed at 2 EQR's should be billed at 4 EQR's.
- b. Comments regarding these figures:
- i. They are based on personal knowledge, observations and interactions with friends and neighbors
 - ii. I distributed a Spreadsheet in February to Michelle and Julie for their review and did not instruct them to act on it in any way. One would assume that they did and some of the addresses and EQR discrepancies listed above may already have been adjusted to their findings and not my assessment
 - iii. The City Code states that it is up to the homeowner to prove the EQR assessment is correct, not the other way around. This Code language takes the burden off of staff playing "Cat and Mouse" with property owners. The City can bill their perceived amount and if the property owner disagrees, then a site visit can easily resolve the matter
 - iv. I have only included two establishments that I believe are potentially inaccurately billed on the tables and chairs count. I believe there are more Code related EQR's unbilled for at restaurants, hotels and motels. Per City Policy, the EQR count is to reflect the amount of chairs counted at restaurants on their busiest days and total quantity of beds and whether or not the bedding is

[Type here]

laundered onsite.

- v. The amount of EQR's I believe the City is incorrectly billing is 27.82 at \$2815.68 per year per EQR that equals \$78,332.22
 - 1. Let's say for the sake of argument that I have made mistakes and that I am overestimating by 20%, that still leaves \$62,500 +/- of unbilled EQR's
 - 2. All facts and figures to be verified by the Administrator if she chooses

- c. **Land Use** issues that ask us to consider the overall value and effectiveness of the Department as we currently fund and the Administrator manages it:
 - i. Property at 2200 Block of Main Street importing, Cutting/Filling more than 300 yards without a Site Development permit. Possible 5,000 + yards to date over the last 2.5 years
 - 1. To my knowledge, no action has been taken
 - ii. Commercial/Industrial Property at 1900 Block of Main Street failed to erect fence along North Corridor as required by Code. Equipment and Material started to be placed within public view during Mining Boom of 2018+.
 - 1. Discussed at City Council Meeting but I am not aware if the Land Use department has addressed this
 - iii. (2) Properties at North Corridor on both sides of the river are processing gravel. I believe one might have a permit and the other one doesn't. Neither location is following the proper protocols for processing gravel. Screens, dust mitigation, etc....
 - 1. To my knowledge, no action is being taken
 - iv. Property at 1800 Block was issued site development permit in 2019 and it has recently expanded and developed outside of those conditions
 - 1. To my knowledge, no action has been taken
 - 2. Correct W/S Investment Fee Permit and collected fees to be verified
 - v. Propertie(s) at 1500 block parking unregistered vehicles
 - vi. Property at 1500 Block filed an Application for Sub-Division 2 years ago with what appears little or no action taken
 - 1. Currently construction continues under a Site Development Permit and Building Permit
 - a. Outwardly appears that previous Land Use Department Head had signed off on SD Permit on each line item
 - 2. Most current communications by the City are now be processed through our City Attorney rather than the Land Use Director
 - vii. Commercial Property at 1500 block recently applied Chip Seal to pervious gravel surface making it impervious. This would require a Site Development review and permit to deal with Storm Water runoff on and along Highway 550 and most likely interactions with CDOT for approval
 - viii. Change at Mobile Home Park on Oak Street from spaces with Mobile Homes to RV's would require a site development review and permit process along with EQR evaluation.
 - 1. Unsure if the Department is aware of this
 - ix. House on 800 Block of 2nd Street appears to have finished construction and looks like owners are enjoying the use of it
 - 1. Land Use had not informed Clerk to start billing and Collect Water and Sewer Investment Fees totaling \$15,000+.
 - 2. Stated permit construction cost was \$451,000 on 3,100 square feet of heated space with attached ADU. This equates to a cost to build at \$145/sq. ft. by a local builder. Prior to issuance of CO the Land Use Department should have seen this and performed an evaluation of the completed costs. Post Construction Cost Analysis is allowed by Code. Locally, this type of home starts at \$400/sq. ft. or \$1,250,000. Permits Fee is based on Construction cost and would nearly triple the permit fee
 - x. Shipping Container at 10 Ave Construction Duplex still present after construction was completed.
 - 1. Land Use Department responsible for acting on this to get it removed

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- by the owner
- xi. Commercial Property at 700 Block of Main Street removed roof and erected a deck in its place
 - 1. Requires permit with Stamped Architectural and Structural Drawings along with a Site Development review
 - a. Based on knowledge of how other properties have waited for permits, it does not seem possible any of this could have happened
 - 2. Property should have also been revised under Property Declaration Standards of the City
 - 3. Extensive demolition now underway at interior and assumes permit for reconstruction has been issued or being reviewed – Department to confirm
 - 4. Work without a permit is subject to twice the Permit Fee
- xii. Property at Spangler Lane, built in 2019 renting ADU as an STR. This is not permitted unless the property owner pays the W/S Investment Fee on the ADU.
 - 1. Assume \$15,000 due
- xiii. Property at 100 4th Ave occupied newly constructed ADU. Department did not inform Clerk of this, so EQR billing could commence
- xiv. Home at 400 Block of 2nd Street constructed living Space and rents it out as STR or B&B?
 - 1. No record found with County. It is a function of Land Use Department to distribute all Permits to County Assessor so they can keep up with the construction and changes to structures, allowing them to accurately reassess tax value.
 - 2. No EQR increase found and assume no W/S Investment Fee paid
- xv. Home at 200 Block of 4th Street constructed living Space and rents it out as STR or B&B?
 - 1. No record found with County. It is a function of Land Use Department to distribute all Permits to County Assessor so they can keep up with the construction and changes to structures, allowing them to accurately reassess tax value.
 - 2. No EQR increase found and assume no W/S Investment Fee paid
- xvi. Home at 300 Block of 3rd Ave attempted construction/alteration without a permit.
 - 1. After 3 weeks of department knowledge, action was taken
 - a. Most of the structure was completed by then
 - i. Requires stamped structural drawings for work performed
 - b. Work without a permit is subject to twice the permit fee
- xvii. Last week a Home on the 300 Block of 4th Street had a building permit but City contracted Buckhorn employee shut the job down for lack of permit
 - 1. Workers left, owner had to be found and produce evidence of permit. Apparently it blew off of the location without their knowledge
- xviii. Home on 400 Block of Pinecrest submitted application for permit to rebuild retaining wall 2-4 months ago with no follow up by the City until earlier this week. City employee called homeowner to come pick it up, but there was no permit in the packet and no knowledge of what had happened.
 - 1. Unsure of current status as of Friday
- xix. Conversion of a Commercial Structure to 4 Dwelling units at 300 Block of 2nd Street
 - 1. Was a permit for 3 additional W/S investment fees issued and paid
 - a. Assume \$45,000+ to be the correct amount
 - 2. Has the Department informed the Clerk so they can start billing, now that it is occupied?
 - 3. Was a Site development review performed and what was it designated as?