

**AGENDA
OURAY CITY COUNCIL**

Monday, March 20, 2023 - 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, Community Economic Development Committee, Beautification Committee, Tourism Advisory Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES - March 6, 2023
5. CITIZENS' COMMUNICATION
6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk
7. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Director of Finance and Administration
 - c. Community Development Director
 - d. Information Technology Director
8. CONSENT AGENDA
 - Special Event Permit - Friends of the Ouray Library Luncheon on April 22, 2023
 - Liquor License Renewal - The Gray Tavern LLC
9. ACTION ITEMS
 - a. Wine Sales Room Permit - Mountain View Winery at Ouray Manor B&B
 - b. Direct City Administrator to Develop an Agreement for Fire Mitigation Planning for Amphitheater Area with Ouray County and Spring Branch Forestry LLC
 - c. Opioid Settlement Participation Forms
 - d. Direct City Administrator to Negotiate with Ouray County for the Purchase of RIO-MS1965 (Ice Park)
 - e. Multimodal Transportation and Mitigation Options Fund Agreement
 - f. Tourism Advisory Committee Application - Retail Seat - Sandra Woodman
 - g. Tourism Advisory Committee Application - Event Planning/Coordination Seat - Brooke Easley
 - h. VisitOuray Airport Display Advertisement Agreement per TAC Recommendation
10. DISCUSSION ITEM - Future Agenda Items
11. ADJOURNMENT



Ouray City Council Regular Meeting

Monday, March 6, 2023 6:00 PM

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

Ethan Funk: Present
Tamara Gulde: Present
Peggy Lindsey: Present
Josh Smith: Present
K. John Wood: Present

Also present were: City Administrator Silas Clarke, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, City Resources Director Rick Noll, Police Chief Jeff Wood, Community Development Director Lily Oswald, and Tourism and Destination Marketing Director Kailey Rhoten.

1. CALL TO ORDER

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

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

Mayor Funk requested a moment of silence for Ryan Wong, an ice climber who died after an accident in the park last week.

4. PUBLIC HEARING - Ordinance 2, Series 2023 - Code Revisions for Fee Schedule

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

5. CEREMONIAL/INFORMATIONAL - Proclamation 1, Series 2023 - Americorps Week

Mayor Funk read the proclamation.

6. APPROVAL OF MINUTES - February 21, 2023

Motion to approve minutes as presented. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

7. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. John Nixon thanked the council for installing a sound system, and asked the City to pave the bridge at the south end of Oak Street. Mr. Clarke said that paving the bridge is part of the plan when Mr. Nixon's driveway is paved in May. Mr. Nixon also suggested the City

remove snow from all their sidewalks, since they are requiring residents to remove snow from their sidewalks, including pedestrian bridges and Box Canon. The council responded that, officially, Box Canon is closed. Mayor Funk also noted that the City is actively working on improving its snow removal process. Mayor Funk closed the floor.

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

- *Councilor Gulde - The next OEDC meeting will be held on March 9th. IPAT will be meeting on April 5th at 7:00 pm in the Community Center and is looking for one at-large member. Attended first meeting of the Friends of Ouray Hot Springs Pool and Fitness Center on February 24th. Attended the ORRCA meeting on March 2nd; Colorado Parks and Wildlife conservation modeling process was presented and discussed.*
- *Councilor Lindsey - Beautification Committee met last week on March 1st. Lori met with the City staff about the summer gardener positions. Discussing replacing the existing wooden fence at Rotary Park with a metal fence that is more durable. Remaining Christmas decorations will come down soon. Flower delivery is scheduled for June 13th. The next meeting will be on April 5th at 8:00 am in the Community Center. Councilor Gulde asked when the mine cart decorations were being taken down. Councilor Lindsey said those decorations are frozen in place, so they can be taken down when they have thawed, they can be removed, and people can bring the decorations to City Hall if they remove them during the day when they have thawed.*
- *Councilor Wood - TAC met on February 22nd and discussed international tourism, the new app, the visitor guide, and creating itinerary packages for tourists to book. TAC is recommending dropping the existing tourism app and pursuing the new app. A Rocky Mountain PBS series is looking for cities to feature in a geology-centered episode, TAC is putting Ouray forward as a candidate. OEDIT video opportunity for a 30 minute video guided by Ms. Rhoten, showing each season in town. The City would receive the rights to all the footage shot during production of that segment. Ms. Rhoten and George from Tangram Design met with a Ute tribe representative with cultural history ties who will advise the City on design elements to include in the signage and branding projects.*
- *Mayor Pro Tem Smith - no updates from the Gunnison Valley Transportation Group, PARC is meeting tomorrow.*
- *Mayor Funk - met with Mr. Clarke and Ouray County Commissioner Niece on fire mitigation collaboration. The Ski Tow was not working for Cabin Fever Days and Mayor Funk was impressed with how the community came together to shuttle kids to the top of the hill. Sent letter to the Governor last week stating his objections to the proposed state affordable housing regulations. Councilor Gulde said it was a very well-written letter. Mr. Clarke said other rural municipalities are also pushing back against the statewide rules, and the Governor softened his language in a debate on the subject.*

9. DEPARTMENT REPORTS

a. City Administrator

Mr. Clarke gave an overview of his report. Councilor Lindsey asked if the removed trees could be left available to citizens who have wood burning stoves. Mr. Clarke said he would ask Spring Branch Forestry if that would be possible and to include it in the proposal if so.

b. Police Chief

Chief Wood read his department report.

c. Fire Chief

Report in packet

d. Public Works Director

Mr. Coleman reported that the department has started working on the asset and fleet management programs and will start working on water and wastewater pieces soon.

e. City Resources Director

Mr. Noll reported that Cabin Fever Days went well, and electricians are looking into what is causing the repeated failure in the rope tow.

f. Tourism and Destination Marketing Director

Ms. Rhoten and Mr. Clarke agreed that she can consult with interested businesses for an hour on improving their social media presence. The wayfinding committee will meet on March 17th. International tourism meeting on March 22nd. The branding committee is meeting on March 27th. A packaging partnership workshop is still being scheduled.

10. CONSENT AGENDA

- **Special Event Permit Application - Elks Lodge #492, Green Bingo, March 17, 2023**

- **Liquor License Renewal - TABJ Companies, LLC dba the Silver Eagle Saloon**

- **Liquor License Renewal - Alpenglow Properties Ouray, Inc. dba Twin Peaks Lodge & Hot Springs**

Motion to approve the Consent Agenda. This motion, made by K. John Wood and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

11. ACTION ITEMS

a. Ordinance 2, Series 2023 - Code Revisions for Fee Schedule - Second Reading

Motion to approve the second reading of Ordinance 2, Series 2023. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

b. Resolution 3, Series 2023 - Adopting a Revised Fee Schedule

Motion to approve Resolution 3, Series 2023. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

John Nixon asked how the \$65/hr review fee was determined. Ms. Oswald explained that it represents time for both the building inspector and community development director, as well as minimal admin staff time, including all benefits for the involved employees. Mr. Nixon followed up by asking about what constitutes billable time by the department for additional plan review. Ms. Oswald explained that it depends on a case by case basis based on how much additional staff time was used and how much the project changed from its original scope.

c. Proposal from RA+A for Architectural and Engineering Services for Hot Springs Pool Boiler Plant, Including Determination of Boiler Heat Source

Amended motion to approve the first two phases of the proposal, schematic design and design development from the RA+A proposal. This motion, made by Josh Smith and seconded by Ethan Funk, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Nay, Josh Smith: Yea, K. John Wood: Nay

Dustin Sullivan from ME&E and Lauren Davis from RA+A gave an overview of the proposal. Mayor Pro Tem Smith made a motion to approve the RA+A agreement. Mayor Funk seconded the motion. Councilor Lindsey felt that there were other options that needed to be explored before a project like this is discussed. Councilor Wood would like to explore what the additional hot spring sources in town could bring before investing in a project of this scale. Councilor Gulde felt that the council as a whole doesn't understand how the pool works enough to make big decisions about its operation. Mayor Funk opened the floor for public comment. Wendy Fenner spoke about the advancements in geothermal energy that could create power in addition to heating the water. John Nixon said he is tired of paying taxes for projects that don't work, and encouraged the council to require performance guarantees from contractors. Jake Niece encourages an electric heating option over gas if the City moves forward with the project to reduce emissions as electricity generation continues to get cleaner. Mr. Niece also encouraged the City to partner with San Miguel Power in the study if it is approved tonight. Joe Calhoon agreed with Councilor Lindsey that other options need to be explored before a boiler should be installed. Jeff Skoloda felt that additional heating should not be used for a natural hot spring, and encouraged the City to look into other geothermal sources. Sean Hart said the City should look at this in terms of energy, looking for as much renewable energy as possible. Trey Meckel, a practicing geothermal geologist based in Australia but with family ties to Ouray, said there is estimated to be enough hot water to generate power for the entire town, demonstrating the untapped potential of Ouray's geothermal activity. Dolgio Nergui felt that augmenting the hot water is not sustainable. John Hart suggested re-lining the geothermal pipe to take additional pressure. Council discussed only approving the study and development part of the proposal.

d. Request from Ouray County to Extend the Term of the Existing IGA for Building Inspection Services

Motion to extend IGA for building inspection services. This motion, made by Tamara Gulde and seconded by K. John Wood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

e. Letter of Agreement with KEO Studioworks for Fellin Park Stage Design

Motion to approve KEO Studioworks for Fellin Park Stage design. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

f. Letter of Agreement with KEO Studioworks for Fellin Park Restroom Exterior Design

Motion to approve KEO Studioworks Fellin Park Restroom Design. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

g. Consideration of Extending the Closing Date of the Ouray Ice Park until April 2, 2023

Motion to extend the Ice Park closing date to April 2nd, if the Ice Park employees feel it is safe to open the park on the prior Friday. This motion, made by Peggy Lindsey and seconded by K. John Wood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

12. DISCUSSION ITEM - Future Agenda Items

Extending existing work session on March 20th to tour the hot spring pump house and learn about the geothermal operations at the pool. The tour of the pump house starts at 2pm, and the work session starts at 3 pm. Mr. Noll announced the annual pool closure from April 17-21st.

13. ADJOURNMENT

Motion to adjourn at 8:32 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, March 6, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, March 6, 2023.

Melissa M. Drake, City Clerk

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



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City Administrator
Report for March 20, 2023 City Council
March 6 - 17, 2023:

Congressional Direct Spending Requests:

I submitted two Congressional Direct Spending Requests to both Senator Bennet and Senator Hickenlooper. One for \$275,000 for a geothermal water study and one for \$1,500,000 to construct a redundant water transmission line between Mineral Farms and the Spring Boxes. Senator Hickenlooper has submitted the redundant water transmission line to the Appropriations Committee for consideration.

Geothermal Update (Box Canyon Line):

I am getting a time and material quote from a local contractor to dig into the geothermal hot springs collection vault in Box Canyon. We are still losing hot water (+-30 gallons/minute) into the river and want to collect as much water as possible from this source. The goal is to identify if there is a flow restriction and how a future pump can be installed.

Water Treatment Facility:

Aslan will be providing the Guaranteed Maximum Price (GMP) during the week of March 20th. We have completed over \$1.4 million in value added engineering so far and we believe we will be working within the already identified project budget. We have moved the water tank a little further to the southwest to alleviate some retaining walls and had to change to a welded metal water tank to remain within the budget.

Parks & Trails Master Plan:

First community meeting is scheduled for April 13th at 6:00 pm.

Twin Peaks:

Thank you to Ryan Hein for providing Rick Noll and me a tour the Twin Peaks geothermal operations.

Fellin Park Restrooms:

Josh Smith, Rick Noll, Jim Keo, and I met to discuss the exterior of the new Fellin Park restrooms. Construction drawings will be completed over the next 30+ days.

CDOT Main Streets Grant (\$800,000):

After working with CDOT staff further, we are only able to design the pedestrian safety improvements that will fit within the \$1.0 million budget. This means we are now looking at the Horseshoe, Visitors Center to Perimeter Trail, mid-block crossing between Ouray Grocery and Post Office, and all four corners of Main Street and 6th Ave. The CDOT grant agreement should be ready for the next Council meeting.

ENGINEER'S PROGRESS REPORT

Date: March 13, 2023
To: City of Ouray
From: Element Engineering
Job No. 0041.0001
RE: Monthly Engineers Report **New Items Bold**

PROJECT DESIGN

Element Engineering, LLC (Element) has been retained to provide design, permitting, funding, and overall project coordination for the city's proposed surface water treatment plant (WTP). A new treatment facility is necessary as the city's water supply has recently been classified as Groundwater Under the Direct Influence of Surface Water (GWUDI). A March 2, 2021 letter from the Colorado Department of Health and Environment (CDPHE) requires that "the supplier (City of Ouray) must install adequate surface water treatment by October 1, 2022".

Element has prepared a preliminary schedule for design through construction. This schedule is attached to this board report. The schedule will be updated as we proceed through design. The schedule is aggressive but does not meet the CDPHE requirement of installation of equipment by the CDPHE deadline of October 1, 2022. All parties (CDPHE, Ouray, and Element) agree that the deadline cannot be realistically met, but that the project must move forward as efficiently as possible.

Since being retained, Element has met onsite with City of Ouray staff and toured the city's water facilities. Element has also begun coordination with Filter Tech Systems to begin preliminary design and determination of required floorplan. Element has obtained and analyzed water use and production data from the city. We have also been provided with access to the city's GIS mapping system and are analyzing preliminary hydraulic profiles.

Element and city staff have initially selected two locations for the proposed WTP: 1) at the location of the current raw water storage tanks, and 2) below the raw water storage tanks near the Ice Park Loop Trail. Element is currently working on a request for proposal (RFP) to obtain quotes for a topographical design survey from a local surveying company. Both locations will be surveyed along with the existing interconnecting roadway. It is expected that this RFP will be released during the week of June 20, 2021 with onsite survey work proceeding shortly thereafter.

Element is currently working to determine a preliminary floorplan and process and instrumentation diagram (PID) to determine the footprint of the proposed treatment building.

Element held two design meetings with the equipment manufacturer, Filter Tech Systems, to review and make changes to the equipment footprint, hydraulic profile, and process and instrumentation design. Work on the preliminary floorplan is ongoing.

Element and Ouray staff are holding bi-weekly meetings to discuss action items and updates on the project. The first meeting was held on August 4th.

A meeting with JVA was held on July 23rd to discuss effluent copper limits at the wastewater treatment plant and how a corrosion control system can be implemented at the WTP. An Optimum Corrosion Control Treatment (OCCT) recommendation and design will be implemented into the design and permitting documents. The OCCT chemical feed will likely contribute influent phosphorus to the WWTP that will need to be considered in this design. It was discussed that ongoing coordination between Element and JVA will be necessary during WTP design. Element is holding a team design review meeting with the filter manufacturer on August 10th to review operational control concepts and the floorplan development.

Element has received the full topographical survey from our surveying firm. We continue to work on finalization of piping and tank size (internal to WTP), revisions to the influent strainer skid, and design modifications for improved use of space. Also, work is ongoing on the Process and Instrumentation Diagram (PID), drawings, details, and notes.

Onsite geotechnical drilling is anticipated to occur in early November and has been coordinated between the geotechnical engineer and city staff. Element is currently finalizing the 30% CMAR review plans for the first review meeting between Element, Moltz, and city staff. We plan to schedule the meeting to be held with all parties near the end of October. 30% design plans include the interior piping floor plan (including plan and profiles), equipment layout (plan and profile), preliminary exterior site and grading plan, process flow diagram, and hydraulic profile. Also, 30% process and civil specifications will be provided for review and comment.

The 30% design documents were submitted to Moltz and city staff for review on October 13th. We are working to coordinate a project cost and review meeting with all parties upon completion of review of documents.

A 30% GMP was submitted to the city and Element and a 30% GMP review meeting was held on December 8, 2021. Element held an internal design team kickoff meeting on December 12, 2021 to begin working on the 60% plans. It is our internal goal to finalize 60% plans for submittal to the city and Moltz by February 28, 2022.

Element is finalizing the Basis of Design Report (BDR) which is the technical design and permitting document that must be reviewed by CDPHE. It is our goal to submit this document by January 15, 2022.

The BDR has been submitted to CDPHE for review. Element is continuing to work on 60% plans both internally and with our subconsultants to achieve a February 28th completion date. Upon submittal of the 60% plans to the city and the CMAR the 60% GMP will be developed and reviewed by the team.

The 60% plans and specifications have been delivered to the project team. A team review meeting has been scheduled for April 20th at 9:00 AM. Coordination and work on the 95% plans has commenced and design work is ongoing.

Additional geotechnical drilling prior to final design is required. This was already in the geotechnical engineer's scope of work and will not cost additional money. However, the drill locations will need to be cleared of trees for drill rig access. The locations of the bores has been provided to city staff.

The onsite geotechnical work has been completed and we are awaiting the final geotechnical report. Based on the schedule for receipt of the geotechnical report we expect the 95% plans to be completed and distributed to the team by July 22. We continue to refine the site plan, interior building piping drawings, and continue to coordinate as necessary with the subconsultant team. We are also coordinating with the electric utility to size the transformer and coordinate relocation of a utility pole.

90% CMAR plans and technical specifications have been provided to the team. We are awaiting a presentation and design review meeting to be scheduled to present these documents to the design team.

All CDPHE design approvals have been achieved. The town has requested that Element proceed with re-bidding of the WTP project using the CMAR approach. See new bidding schedule in the CMAR Bidding and Coordination section.

Aslan was selected and awarded the 90% CMAR contract. The contract documents have been signed and design phase coordination is ongoing. A design kickoff meeting was held on February 7th between the City of Ouray, Aslan, and Element. Also, various coordination meetings have been held between Element and Aslan on design phase value engineering. Coordination with the San Miguel Power Authority is also ongoing for transformer procurement and electrical site service.

Based on the project schedule discussed in the design kickoff meeting a meeting on value engineering and potential items for cost savings is anticipated to be held on February 22. The full design phase schedule sets construction work starting during the month of April.

CMAR BIDDING AND COORDINATION

See the below schedule for 90% CMAR bidding. The bid documents have been posted and the bid advertisement sent to the city.

RFP Release Date	November 14, 2022
Mandatory Pre-Bid Meeting (Ouray City Hall)	December 8, 2022, 11:00 AM
Last Day to Request Interpretations of the Documents	December 16, 2022, 11:00 AM
Proposals Due	January 10, 2023, 4:00 PM
Anticipated Design Phase CMAR Award	January 17, 2023

The mandatory pre-bid meeting was held on December 8th with four interested contractors attending. Pre-bid meeting minutes, sign-in sheet, and answers to questions were posted as Addendum No. 1.

Aslan was selected and awarded the 90% CMAR contract. The contract documents have been signed and design phase coordination is ongoing.

Final design and GMP coordination is ongoing. Aslan, Ouray, and Element staff have met several times to review value engineering and project cost alternatives. So far, the team has trimmed approximately \$1,400,000 from the project budget. This brings the contractors construction budget into the city's funding budget. Further potential savings of approximately \$100,000 is being discussed by site modifications that allow the proposed tank to rest completely on bedrock, eliminating over excavation requirements. We expect to work towards the 90% GMP finalization and execution of the owner-contractor agreement to start construction in early April.

Element has provided a construction management scope of services and budget for city review and consideration.

CDPHE REGULATORY COORDINATION

Element has contacted CDPHE to schedule a meeting to discuss the proposed project schedule. A meeting between CDPHE, city staff, and Element is anticipated to occur during the weeks of June 21st or 28th depending on CDPHE staff availability. The purpose of the meeting will be to update CDPHE on the proposed project schedule and inform CDPHE-Compliance and CDPHE-Engineering that the city is diligently moving forward with the project.

On July 6th Element and city staff held a call with Tyson Ingles (lead drinking water engineer, CDPHE Engineering Section). The purpose of the call was to discuss the project schedule and regulatory impacts of the EPA mandated 18-month design and implementation requirement. All parties acknowledged that the 18-month deadline was not realistically achievable but that it is mandated by the EPA. It was discussed that keeping in close contact with CDPHE during the design process would be important.

A coordination call was held with CDPHE to discuss the necessary discharge permit for discharge of backwash water and neutralized CIP with CDPHE. During design Element will assist in applying for a 641 Series Discharge Permit to discharge the small amount of backwash water that will be produced by the facility.

The Basis of Design Report (BDR) has been approved and a new Record of Approved Waterworks has been generated by CDPHE.

PROJECT FUNDING

Element will assist the city in funding the project through both CDPHE Grants and Loans Unit (GLU) and the Colorado Department of Local Affairs (DOLA). To obtain a low interest loan to fund the project the city must: 1) Be on the CDPHE Eligibility List, 2) Submit a pre-qualification form, and 3) compile and submit a Project Needs Assessment (PNA). Element will complete all submittals for each of the three steps. Element has coordinated with city staff to ensure that the city has completed Step 1: Submittal of the Eligibility Survey, which will ensure the project is on the Eligibility List.

Element is currently compiling the pre-qualification form and Project Needs Assessment (PNA). These documents are required to be submitted, reviewed, and approved by CDPHE prior to loan application. The loan application deadline for a leveraged loan (any loan above \$2,000,000) that fits within the project schedule is January 15th, 2022.

By submitting the pre-qualification and PNA by October 31, 2021, time will be allowed for review and approval of the PNA prior to the January 15, 2022 loan application deadline.

The pre-qualification and PNA are substantially complete. A list of financial questions has been sent to the city. Upon receiving that information, we will submit both documents to the city for final review followed by submittal to CDPHE.

The PNA and pre-qualification forms have been completed and submitted to CDPHE. Element has worked with city staff to compile and submit a loan application prior to the January 15, 2022, deadline. A pre-application meeting with CDPHE is scheduled for January 14, 2022.

A pre-qualification meeting was held with CDPHE, city staff and Element staff on January 14, 2022. During this call CDPHE informed the team that a direct loan could be applied for (rather than what was previously required to be a leveraged loan). This opens the door for numerous loan application cycles per year. CDPHE has issued the pre-qualification review letter and Element has responded to the one item in that letter. We are now waiting for the Project Needs Assessment (PNA) review letter to respond to any necessary comments. Upon approval of the PNA the loan application can be submitted.

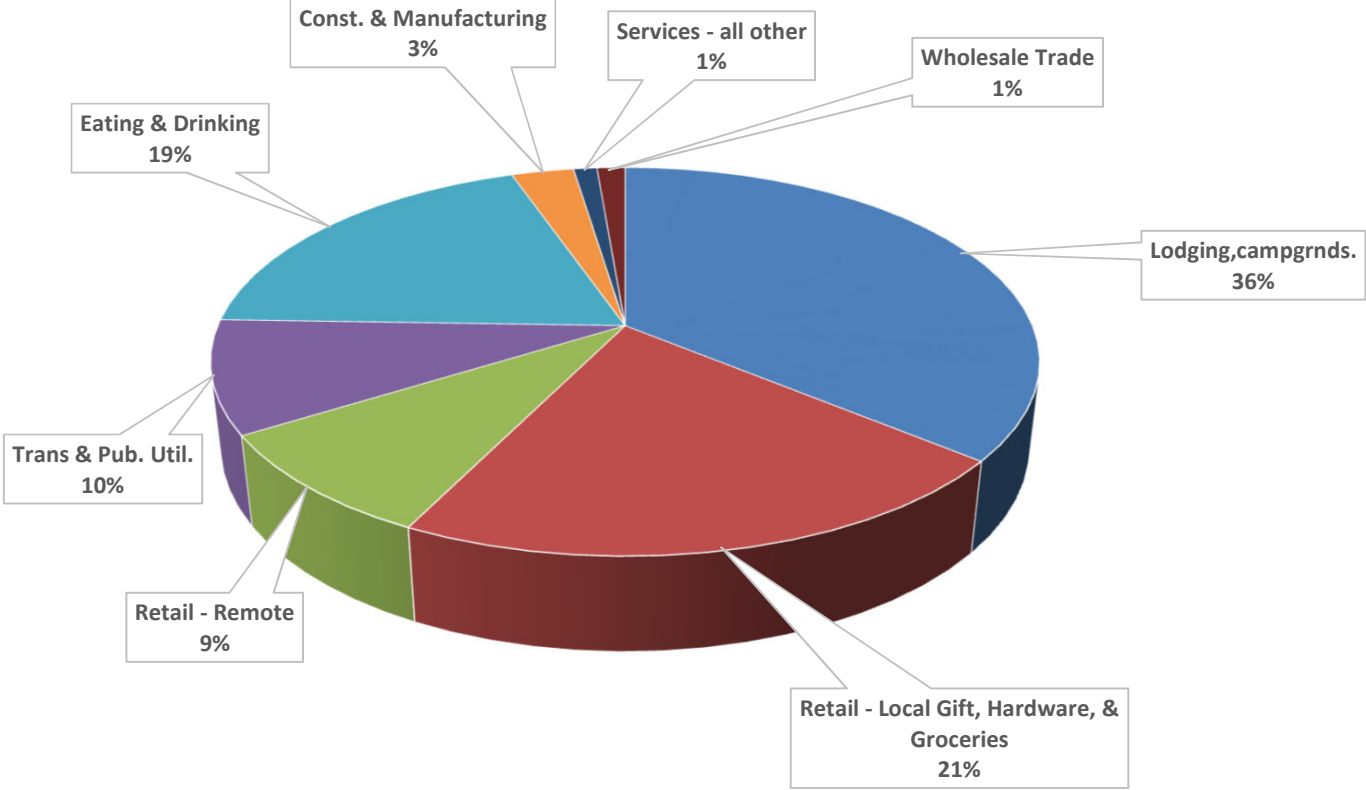
Element has responded to CDPHE comments on the pre-qualification and PNA review. Also, Element has completed a draft of the environmental assessment. This assessment will be submitted upon completion of the environmental report agency review comment period. Based on the environmental assessment review timeline by CDPHE we expect to fall in the June loan application deadline.

Element assisted with a loan application budget. The loan application was submitted by City Staff on June 14.

Element is assisting the city with a cultural resources evaluation of the project site which is a condition of the new Bipartisan Infrastructure Law (BIL) funding. The city was awarded BIL funds and a grant of up to 49% of the project construction cost.

The cultural resources evaluation has been completed with no findings. This report has been submitted to CDPHE. CDPHE has provided the Finding of No Significant Impact (FONSI) which concludes the environmental due diligence requirements.

City of Ouray
January 2023 Sales Tax Revenues by Business Category
(received in March 2023)

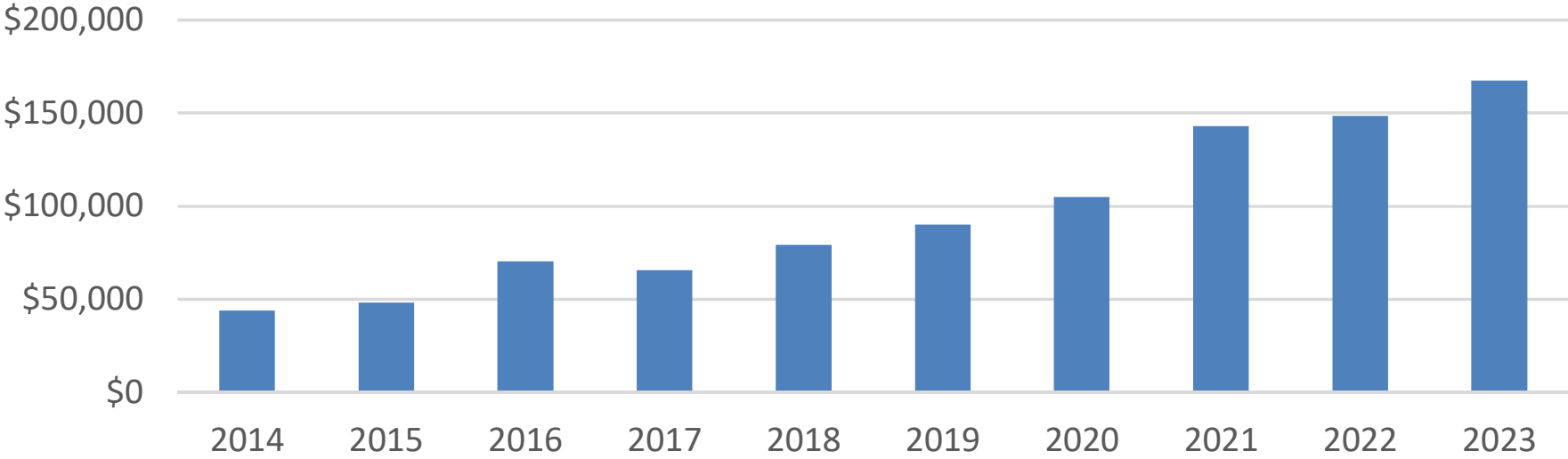


CITY OF OURAY
2023 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

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

2023 SALES TAX REVENUES BY BUSINESS CATEGORY							
(1) Funds received by City in: July (mostly re: May)							
Business Category	January	February	March	April	May	June	
Lodging, campgrnds.	\$ 26,318.81	\$ 49,002.77	\$ 60,276.11				
Retail - Local Gift, Hardware, & Groceries	\$ 23,149.55	\$ 39,030.97	\$ 35,654.83				
Retail - Remote	\$ 24,538.24	\$ 25,093.62	\$ 14,747.70				
Trans & Pub. Util.	11,808.23	13,673.78	15,715.67				
Eating & Drinking	18,958.81	27,276.64	32,116.12				
Const. & Manufacturing	2,164.96	5,198.58	4,857.24				
Services - all other	2,857.90	3,975.15	1,823.96				
Wholesale Trade	1,352.95	1,844.32	2,193.74				
TOTAL	\$ 111,149.45	\$ 165,095.83	\$ 167,385.37	\$ -	\$ -	\$ -	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, campgrnds.							\$ 135,597.69
Retail - Local Gift, Hardware, & Groceries							\$ 97,835.35
Retail - Remote							\$ 64,379.56
Trans & Pub. Util.							41,197.68
Eating & Drinking							78,351.57
Const. & Manufacturing							12,220.78
Services - all other							8,657.01
Wholesale Trade							5,391.01
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443,630.65

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



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

CITY OF OURAY
SALES TAX REVENUES BY BUSINESS CATEGORY 2014-2023

SALES TAX REVENUES BY BUSINESS CATEGORY

Funds received by City in March (mostly re: January) of:										
Business Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Lodging, campgrnds.	\$ 11,491.55	\$ 16,302.70	\$ 19,928.67	\$ 19,396.51	\$ 25,429.29	\$ 28,795.73	\$ 32,270.70	\$ 44,754.54	\$ 43,048.97	\$ 60,276.11
Retail - Local Gift, Hardware, & Groceries							\$ 18,926.37	\$ 25,734.23	\$ 31,597.29	\$ 35,654.83
Retail - Remote							\$ 13,972.85	\$ 25,877.98	\$ 21,455.17	\$ 14,747.70
Retail - groceries, liquor, candy, hardw	5,169.48	6,105.99	12,203.43	11,497.76	13,388.91	25,020.27				
Retail - gift, souvenir, variety, books	4,478.21	5,046.44	7,566.37	7,405.60	7,963.39	1,688.88				
Trans & Pub. Util.	8,857.41	10,823.56	8,857.92	8,380.85	8,225.15	8,921.19	11,518.84	13,382.39	13,844.21	15,715.67
Eating & Drinking	6,408.14	7,057.26	13,693.37	10,231.00	14,923.52	14,541.71	25,248.24	27,495.58	29,869.52	32,116.12
Const. & Manufacturing	4,892.67	3,995.65	6,861.62	6,296.02	6,837.63	8,063.58	1,205.57	747.51	5,300.13	4,857.24
Services - all other	529.28	819.99	899.12	821.72	1,989.72	1,263.49	1,002.37	2,341.32	1,312.15	1,823.96
Finance, Ins. Real Estate	1,975.82	(2,003.02)	158.43	1,550.34	440.83	970.95				
Wholesale Trade	34.99	43.00	73.10	80.40	183.49	992.09	878.12	2,516.98	2,148.26	2,193.74
Mining	-	-	-	-	-	-	-	-	-	-
All Other	14.25	45.00	-	-	-	-	-	-	-	-
TOTAL	\$ 43,851.80	\$ 48,236.57	\$ 70,242.03	\$ 65,660.20	\$ 79,381.93	\$ 90,257.89	\$ 105,023.06	\$ 142,850.53	\$ 148,575.70	\$ 167,385.37
					\$2,991.19	\$3,196.17	\$7,138.03	\$8,038.42	\$6,339.96	\$10,790.36
					out-of-period	out-of-period	out-of-period	out-of-period	out-of-period	out-of-period

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	23 vs 22
Month											
January	4349	5712	5826	5113	5782	6196	6245	5936	7718	7157	-7.27%
February	3874	4816	5226	4509	5085	5593	4641	7189	7776		
March	2949	3394	3638	3499	4763	4152	1952	6993	6782		
April	1836	2236	2660	2411	3080	2857	32	4941	4285		
May	4149	5047	5850	5939	7396	7894	3111	11093	10002		
June	10718	12015	13521	14494	14578	15026	12736	17520	16180		
July	17248	19171	19960	20248	19802	19482	20444	20509	16551		
August	15198	16477	16949	17344	17613	18629	16919	20798	17825		
September	13377	15478	16149	16526	17743	18498	17564	13517	18930		
October	6450	7937	7691	7762	7462	9407	12877	12038	12080		
November	1936	2141	2113	2674	2856	3237	3864	3199	3012		
December	3696	3656	3382	4226	5038	4268	5153	5237	3998		
Total Rooms	85780	98080	102965	104745	111198	115239	105538	128970	125139	7157	

DOLLARS											
January	\$11,848	\$15,867	\$15,819	\$13,795	\$16,294	\$22,444	\$25,204	\$27,107	\$29,038	\$33,143	14.14%
February	\$10,430	\$12,468	\$13,908	\$12,648	\$14,021	\$19,580	\$18,464	\$28,191	\$36,284		
March	\$7,945	\$9,240	\$9,505	\$9,529	\$12,884	\$14,526	\$6,834	\$27,858	\$30,334		
April	\$4,975	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312	\$107	\$18,324	\$18,466		
May	\$11,357	\$13,876	\$15,372	\$15,734	\$19,031	\$22,068	\$7,922	\$41,033	\$43,131		
June	\$28,419	\$31,431	\$34,498	\$36,654	\$36,236	\$62,392	\$51,634	\$100,852	\$98,839		
July	\$44,740	\$47,884	\$49,767	\$50,344	\$49,371	\$110,244	\$114,230	\$138,864	\$131,139		
August	\$40,035	\$41,643	\$41,801	\$42,090	\$43,236	\$90,952	\$92,809	\$127,157	\$122,778		
September	\$35,960	\$40,336	\$41,704	\$41,965	\$44,480	\$79,505	\$93,050	\$98,575	\$119,099		
October	\$17,556	\$21,385	\$20,717	\$20,355	\$19,711	\$37,511	\$60,690	\$54,480	\$74,824		
November	\$5,092	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367	\$15,399	\$14,134	\$13,273		
December	\$9,918	\$9,571	\$9,590	\$11,882	\$13,622	\$17,593	\$24,892	\$29,038	\$23,554		
Total Dollars	\$228,275	\$254,538	\$265,116	\$268,369	\$283,976	\$495,494	\$511,234	\$705,613	\$740,759	\$33,143	

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

OURAY LODGING OCCUPANCY TRENDS

Based on Lodging Occupation Tax Collections

	2021				2022				2023			
	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt
	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms
	+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins			
January	16357	5936	36.3%	61	17411	5237	30.1%	0	19143	7157	37.4%	469
February	17752	7189	40.5%	209	16580	7776	46.9%	0				
March	18804	6993	37.2%	364	17657	6782	38.4%	7				
April	16716	4941	29.6%	191	16620	4285	25.8%	31				
May	20240	11093	54.8%	213	21206	10002	47.2%	57				
June	21576	17520	81.2%	88	20577	16180	78.6%	13				
July	22375	20509	91.7%	121	20677	16551	80.0%	432				
August	23292	20798	89.3%	215	21613	17825	82.5%	53				
September	19088	13517	70.8%	209	21327	18930	88.8%	47				
October	17778	12038	67.7%	95	20398	12080	59.2%	10				
November	13529	3199	23.6%	54	14606	3012	20.6%	260				
December	17411	5237	30.1%	12	16619	4785	28.8%	4				
Total	224918	128970	57.3%	1832	225291	123445	52.2%	914	19143	7157	37.4%	469

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

"Exempt Rooms" columns are for memo purposes only.

2023 Lodging Occupation Tax, By Business Category

AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	11,592												11,592
Bed and Breakfast	1,072												1,072
House, Townhouse, Condo (1)	3,906												3,906
RV Space, Unfurnished Cabin	2,573												2,573
Total Rooms	19,143	-	-	-	-	-	-	-	-	-	-	-	19,143

Prior YTD 17,411

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,688												4,688
Bed and Breakfast	413												413
House, Townhouse, Condo (1)	1,161												1,161
RV Space, Unfurnished Cabin	895												895
Total Rooms	7,157	-	-	-	-	-	-	-	-	-	-	-	7,157

Prior YTD 5,237

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 20,479.22												\$ 20,479.22
Bed and Breakfast	\$ 2,078.19												\$ 2,078.19
House, Townhouse, Condo (1)	\$ 9,437.55												\$ 9,437.55
RV Space, Unfurnished Cabin	\$ 1,147.90												\$ 1,147.90
Total Dollars	\$ 33,142.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,142.86

Prior YTD 29,038.01

(1) For a property that is marketed as a stand-alone short-term rental, for which there are no hotel/motel amenities offered.
 Data represents rooms for month in which lodging activity occurred.
 LOT report and payment are due by 20th of following month.
 "Rooms Rented" columns includes exempt rooms.

City of Ouray Short-term Rental Excise Tax Collection

Activity month	January	February	March	April	May	June	
2022 Excise Tax Receipts	\$ 27,661.19	\$ 32,883.88	\$ 28,220.99	\$ 7,217.41	\$ 23,933.67	\$ 72,625.26	
2023 Excise Tax Receipts	\$ 36,644.78						
	July	August	September	October	November	December	Year to Date Total
	\$ 109,220.30	\$ 90,863.82	\$ 83,065.86	\$ 41,028.93	\$ 9,274.82	\$ 29,333.34	\$ 555,329.49
							\$ 36,644.78

YTD Total Breakdown by Fund	
Affordable/Attainable Housing	\$ 18,322.39
Water Capital Improvements	\$ 9,161.20
Sewer Capital Improvements	\$ 9,161.20

City of Ouray Hot Springs Pool and Fitness Center - Visitor and Revenue Trends

(Source: Point of Sale Software)

VISITORS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	% change from 2022
January	7,496	9,160	9,287	36	9,392	8,553	8,149	4,961	5,258	6,871	30.68%
February	6,177	7,158	9,095	13	7,342	5,970	7,836	4,824	6,660	5,599	-15.93%
March	7,832	10,045	10,087	58	10,468	9,118	3,638	7,697	8,621		
April	4,277	5,691	6,195	16	7,048	5,481	-	7,104	5,249		
May	10,040	11,798	12,065	2,984	13,346	11,397	-	11,580	9,549		
June	18,294	20,970	22,404	18,175	24,764	24,525	1,540	25,977	20,156		
July	29,009	32,485	36,116	37,483	35,943	36,986	6,416	30,994	26,286		
August	21,625	22,377	22,353	25,486	23,936	23,274	12,622	22,179	19,101		
September	10,617	14,334	9,258	16,065	16,397	14,833	11,946	13,612	14,652		
October	6,473	7,360	62	9,834	8,771	9,596	10,699	9,368	10,135		
November	6,576	6,878	49	7,077	7,043	6,920	4,644	6,782	5,354		
December	7,158	7,646	47	10,753	9,046	8,174	4,439	6,317	6,510		
TOTAL YEAR	135,574	155,902	137,018	127,980	173,496	164,827	71,929	151,395	137,531	12,470	

REVENUE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	% change from 2022
January	\$ 70,853.78	\$ 84,848.13	\$ 85,983.09	\$ 2,189.00	\$ 89,885.46	\$ 95,701.53	\$ 99,306.81	\$ 66,989.85	\$ 63,150.43	\$ 96,783.56	53.26%
February	\$ 58,070.40	\$ 62,350.28	\$ 78,569.69	\$ 724.00	\$ 70,970.13	\$ 65,918.59	\$ 97,215.12	\$ 61,086.55	\$ 85,924.20	\$ 112,926.04	31.43%
March	\$ 73,228.30	\$ 92,289.88	\$ 84,745.80	\$ 1,012.00	\$ 102,232.15	\$ 108,526.39	\$ 47,810.30	\$ 106,419.45	\$ 126,759.01	\$ -	
April	\$ 35,578.60	\$ 50,940.75	\$ 52,112.54	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	\$ -	\$ 98,819.49	\$ 152,003.71	\$ -	
May	\$ 90,214.50	\$ 109,383.77	\$ 108,047.29	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	\$ -	\$ 162,720.12	\$ 143,279.82	\$ -	
June	\$ 175,517.27	\$ 186,061.57	\$ 211,853.56	\$ 166,974.02	\$ 317,542.31	\$ 311,093.17	\$ 19,273.04	\$ 352,538.72	\$ 321,377.13	\$ -	
July	\$ 278,448.14	\$ 300,620.51	\$ 332,026.16	\$ 479,802.39	\$ 455,519.84	\$ 474,330.32	\$ 74,169.01	\$ 428,489.09	\$ 452,460.99	\$ -	
August	\$ 196,542.94	\$ 194,321.61	\$ 198,465.34	\$ 326,151.96	\$ 308,882.04	\$ 295,953.46	\$ 165,977.58	\$ 312,872.14	\$ 316,183.52	\$ -	
September	\$ 93,619.70	\$ 127,909.15	\$ 80,149.87	\$ 184,807.92	\$ 200,777.07	\$ 188,131.33	\$ 158,666.78	\$ 186,412.51	\$ 238,796.90	\$ -	
October	\$ 56,515.76	\$ 63,216.05	\$ 2,737.00	\$ 82,537.92	\$ 99,235.68	\$ 120,843.43	\$ 145,302.53	\$ 131,806.01	\$ 170,555.12	\$ -	
November	\$ 55,891.66	\$ 54,218.80	\$ 1,796.25	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	\$ 58,403.16	\$ 88,639.21	\$ 84,930.60	\$ -	
December	\$ 73,048.24	\$ 74,421.59	\$ 1,957.00	\$ 112,212.40	\$ 111,645.98	\$ 105,050.32	\$ 60,304.81	\$ 79,891.78	\$ 94,844.99	\$ -	
TOTAL YEAR	\$ 1,257,529.29	\$ 1,400,582.09	\$ 1,238,443.59	\$ 1,544,555.95	\$ 2,070,414.67	\$ 2,049,787.72	\$ 926,429.14	\$ 2,076,684.92	\$ 2,250,266.42	\$ 209,709.60	

CITY OF OURAY VISITOR CENTER - REVENUE TRENDS

REVENUES

	2022	2023	Incr./Decr.	23 vs. 22
	Concessions	Concessions		
January		\$ 281.95	\$ 281.95	#DIV/0!
February		\$ 236.84	\$ 236.84	#DIV/0!
March			\$ -	
April			\$ -	
May			\$ -	
June			\$ -	
July	\$ 1,125.80		\$ (1,125.80)	
August	\$ 1,965.90		\$ (1,965.90)	
September	\$ 2,491.66		\$ (2,491.66)	
October	\$ 1,658.05		\$ (1,658.05)	
November	\$ 501.36		\$ (501.36)	
December	\$ 595.45		\$ (595.45)	
TOTAL \$	\$ 8,338.22	\$ 518.79	\$ (7,819.43)	

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Lily Oswald, Community Development Director
DATE: March 17, 2023
FOR: March 20, 2023
SUBJECT: Community Development Department Report

CURRENT PLANNING

Staff is working on the following projects:

- Managing Short-Term Rental coordination (applications, renewals, expiration notifications, Building Inspection updates). Working with STR owners/managers on 2023 renewals.
- Hosting various preapplications for small-and large-scale land use projects, lot splits, rezones, minor subdivisions, condominiumization, replats, new single- and multi-family housing unit projects.
- Processing Temporary/Fixed Encroachment, Site Development, PUDs, and other Land Use/Building Permits.
- Updating the existing Community Development/Building Department forms, processes, and webpages for easier/transparent processing (website changes: [STR webpage](#), [Backflow Prevention webpage](#), [Land Use Code Update webpage](#), [FEMA Flood Map webpage](#)).
- Coordinating the Ouray Economic Development Committee and their programs/goals for 2023.
- Coordinating with FEMA/CWCB on the updated floodplain, floodways, and flood insurance rate maps.
- Coordinating with EPS for a Housing Analysis and Policy Strategy Report for the City of Ouray.
- Coordinating with iWorQ Systems on onboarding information and getting the department set up for permit management, code enforcement organization, and parcel-based permit management.
- Administering CDPHE's backflow and cross connection program, as required for the City's water system.

CODE ENFORCEMENT

Code enforcement cases continue to be monitored and enforced. Matt Haldeman, the City's Building Inspector, is working on building and STR inspections, plan review, enforcing building and land use codes, and administering and surveying properties for the backflow program (in accordance with CDPHE requirements). *The Department is working with the community and Council on provisions to regulate the updated sidewalk snow removal policy and will enforce accordingly.*

BACKFLOW PREVENTION PROGRAM

Matt Haldeman has been comprehensively administering and surveying properties for the City's backflow program in accordance with CDPHE requirements. There is a [dedicated webpage](#) for this program to provide public resources and FAQs. The City is working to ensure property owners submit testing reports on an annual basis. **The City has begun coordinating surveys and test results for 2023 to ensure the city remains in compliance with the State.**

BUILDING & SIGN PERMITS

One (1) building permit and two (2) sign permits were issued by the department in the month of February.

CODE UPDATES

- LAND USE & DEVELOPMENT CODE // SIGN CODE:
 - **December 20, 2022:** the Planning Commission considered revised drafts of the land use code and sign code and recommended approval to the City Council.

- **January 23, 2023:** a Joint Work Session with the City Council and Planning Commission, discussing substantial changes, updates, and items of significance before Council discusses the land use code.
- **February 27, 2023 / March 16, 2023:** City Council discussed the updated land use code.
- **April 6, 2023 (2:00pm):** City Council will consider the updated land use and sign code during a scheduled work session. The Council will go over items of significance identified on 3/16/23.
- **I-CODES:** Staff and the City Administrator met with Dan Reardon (former Interim Building Inspector) on code update processes, examples, exclusions, redactions, and additions to best fit the Ouray community based on the 2018 I-Codes. Staff will prepare a thorough recommendation of I-Code adoption exemptions for the Council and community review in the near future. To ensure the City adopts codes with redactions/exemptions/exclusions prior to July 1, 2023, the Council must have a first reading of the I-Code adoption ordinance by May 1, 2023.

OURAY ECONOMIC DEVELOPMENT COMMITTEE (OEDC)

The OEDC held a regular meeting on March 9th and discussed the following:

- **2023 Micro Grant Program: Application window is approaching!** In an effort to benefit projects in the “peak business season”, applications for 2023 Micro Grants can be submitted between **April 17, 2023 and May 8, 2023**. Awards will be decided May 11, 2023. The City will post the application and rubric [HERE](#) once finalized.
- There are six (6) active members on the OEDC at this time, applications can be found on the City website, [here](#).

The next regular OEDC meeting is on **April 13, 2023 at 8:30am**.

PLANNING COMMISSION (PC)

The Planning Commission will have a special meeting on **March 21, 2023 at 4:00pm** in the Community Center. *This meeting will be the last meeting for the member whose terms end in 03/2023. The new or renewed members of the Planning Commissions’ first meeting will be in April 2023.* Agenda items include:

- Amended Sketch Plan Application for the Waterview PUD
- Recognition of, and a thank you to Planning Commissioner Mike Hakola

MISCELLANEOUS PROJECTS

The following miscellaneous projects have also been taken on by community development staff:

- The City was invited to apply for DOLA’s HB21-1271 Incentives Grant Program (IHOI) final round of funding. **The City’s application was awarded \$1,050,000** to go towards infrastructure costs for the Waterview PUD.
- Coordinating multi-departmental administration of short term rental licenses.
- Compiling a list of properties within Ouray with “erroneous” zoning boundaries.
- Mapping updates, including city-owned parcel maps and reference materials for housing decisions.
- Fixing ongoing address discrepancies in city properties. 49 address assignments/changes have been made.
- Research into housing solutions, opportunities, and partnerships in the region and meetings with various stakeholders. Research into similar municipal fee schedules, land use regulations, and permit processes.
- Research into funding and grant opportunities for community-, business- and land use-related projects.

SHORT TERM RENTAL (STR) LICENSES

The table below summarizes STR license status and counts including applications submitted to the City. Non-inspection-ready applications are not included in the table below, per Council request.

STR LICENSES ARE ACTIVELY BEING RE-ISSUED BY THE DEPUTY CLERK; THE CITY IS AWAITING RECEIPT OF FEBRUARY LOT TO ENSURE STRs MET THE REQUIRED 30-DAY RENTAL PROVISION.

Table 1. STR Status and Counts (updated 3/17/2023)

Identifier	Status	Number of Units
A	Active; Non-Expired Licenses	100
B	Renewal Pending; TBD 30-Day Requirement	3
C	2023 Voided Licenses (did not submit renewal / did not meet 30-day requirement)	7
D	New Applications; In Process	2
E	Total Active + Pending + Applications In Process (A+B+D)	105

February - March 2023 IT Highlights

- Migration to Google Voice continues and 18 of 50 numbers have been ported from previous providers. The Visitor Center and Box Canon are on Google Voice as the first sites with Ring Groups enabled. We will continue to slowly transition numbers on a weekly basis. The next numbers are being placed in the queue and require 2 weeks lead time prior to activation.
- The Wastewater camera, as part of a prior mentioned grant money project, has been installed and configured. It is now operating and providing live monitoring at the site. This site is using a cellular router for the network connectivity and a Cloud based camera solution.
- The Water tanks cameras install is in progress.
- A dedicated electric circuit was added to public works to mitigate a power problem that affected the city network.
- A Kiosk management software is being configured for 3 tablets obtained for the Visitor Center. This software will lock down access of these tablets to the Visit Ouray website and any sites linked to it.
- Backend software upgrades are completed at Ouray Hot Springs website hosting to avoid old versioning security issues.
- Software updates were completed for the Network, Servers and Finance Software requiring multiple night time maintenances.

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate FRIENDS OF THE OURAY PUBLIC LIBRARY	State Sales Tax Number (Required)
--	-----------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) P.O. BOX 113 OURAY, CO. 81427	3. Address of Place to Have Special Event (include street, city/town and ZIP) 320 6th AVE. OURAY, CO. 81427
---	---

4. Authorized Representative of Qualifying Organization or Political Candidate PATRICIA BLACKFORD	Date of Birth	Phone Number
---	---------------	--------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
P.O. BOX 481 OURAY, CO. 81427

5. Event Manager PATRICIA BLACKFORD	Date of Birth	Phone Number
---	---------------	--------------

Event Manager Home Address (Street, City, State, ZIP) 36 SUNSHINE LANE OURAY, CO. 81427	Email Address of Event Manager
---	--------------------------------

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	
4/22/23		9A	6P																	

Oath of Applicant

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

Signature Patricia Blackford	Title BOARD MEMBER	Date 2/10/2023
--	------------------------------	--------------------------

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <i>Sarah Gray</i>		Doing Business As Name (DBA) <i>The Gray</i>	
Liquor License # <i>03-116908</i>	License Type <i>Tavern</i>		
Sales Tax License Number	Expiration Date	Due Date	
Business Address <i>939 main st unit B</i>			Phone Number <i>719-555-1234</i>
Mailing Address <i>PO Box 1394</i>		Email	
Operating Manager <i>Sarah Gray</i>	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <i>3/31/08</i>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Application for Colorado Liquor Sales Room

Fax (303) 208-2341
Phone (303) 208-2300

Regulation 47-428, 1 C.C.R. 203-2

<input type="checkbox"/> Mail Liquor <input checked="" type="checkbox"/> Limited Winery <input type="checkbox"/> Winery <input type="checkbox"/> Distillery		<input type="checkbox"/> Temporary (3 days or less) <input checked="" type="checkbox"/> Permanent	
1. Name of Applicant exactly as it appears on your current Colorado Liquor License <i>Mountain View Winery, Inc.</i>			
2. Trade Name of Applicant <i>MVV- Mountain View Winery</i>			
3. State Sales Tax No. <i>18-1959-0000-1</i>		Applicant Liquor License No. <i>03-11326</i>	
4. Business Address of Applicant (Number and Street) <i>5859 5825 Rd</i>		City <i>Olathe</i>	State <i>CO</i>
5. Mailing Address (Number and Street) <i>same</i>		City	State <i>CO</i>
6. Phone Number <i>970-323-6816</i>		7. Email Address <i>mountainviewwinery@gmail.com</i>	
8. Sales Room Location (Full Address) <i>317 2nd St. Ouray CO 81427</i>		9. Dates of Events: From Date: _____ Time: <i>11:30</i> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM To Date: _____ Time: <i>9:30</i> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM <i>See Attached</i>	
10. Rights to Premises Granted by: (attach a copy of the Premises Use Authorization letter or lease if not previously submitted) <i>Amber Cunningham - owner</i>			
11. Renting/Leasing % Basis <input type="checkbox"/> Yes <input type="checkbox"/> No		12. If Yes, List % and Interested Party. Use Additional Sheet if Necessary.	
13. Alcohol will be sold (check all that apply) <input checked="" type="checkbox"/> For on-premises consumption (if selected, please file this application with the Local Licensing Authority and the State Licensing Authority) <input checked="" type="checkbox"/> For off-premises consumption			
14. The Sales Room Applicant affirms they have complied with local zoning restrictions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
15. Additional Required Documents <input checked="" type="checkbox"/> Attach an outlined diagram of proposed premises <input checked="" type="checkbox"/> Attach a copy of the premises control plan describing how the premises will be controlled to ensure compliance with liquor code and rules. It must include restricting sales to minors and visibly intoxicated persons and insuring that customers cannot leave the premises with an open container of alcohol. <input checked="" type="checkbox"/> Attach a copy of any contracts and/or operating agreements pertaining to the sales room.			
Local Licensing Authority Name <i>The City of Ouray Co.</i>		Date Application Copy Submitted to Local Licensing Authority <i>Mar 12, 2023</i>	
Oath of Applicant: 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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor, Beer Code and Liquor Rules which affects my permit.			
Applicant Signature <i>[Signature]</i>		Title <i>Secretary - MVW</i>	Date <i>3/12/23</i>
Notice to Local Licensing Authority			
This application for a Sales Room will be granted to the above name applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the State Licensing Authority immediately.			
<input type="checkbox"/> Issuance of this permit would impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances. <input type="checkbox"/> If granted this permit would result in violations of the Colorado liquor code or the laws of the local government. (specify) <input type="checkbox"/> Issuance of this permit would violate local zoning laws.			
For events lasting <u>three consecutive days or less</u> , the Local Licensing Authority has ten (10) business days to submit its determination to the State Licensing Authority. For events lasting <u>four or more consecutive days</u> , the Local Licensing Authority has forty-five (45) days to submit its determination to the State Licensing Authority. Local Licensing Authorities can send the approval via mail or email to dor_led@state.co.us If the Local Licensing Authority does not submit a response or determination within the time specified, the State Licensing Authority shall deem that the Local Licensing Authority has determined that the proposed sales room will not impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances or that the applicant will sufficiently mitigate any impacts identified by the Local Licensing Authority.			
Licensing Authority Signature <input type="checkbox"/> Object <input type="checkbox"/> Do Not Object		Local Licensing Authority Contact Name Phone Number	

If the Local Licensing Authority objects to the sales room, provide a separate page with details of the objection.

RE: City of Ouray Wildfire Mitigation Project

1 message

Austin Shelby <Austin@springbranchforestry.com>

Mon, Mar 6, 2023 at 10:44 AM

To: Silas Clarke <sclarke@cityofouray.com>

Cc: "ecockrum@cityofouray.com" <ecockrum@cityofouray.com>, Jamie Gomez <jamie.gomez@cowildfire.org>, "jniece@ouraycountyco.gov" <jniece@ouraycountyco.gov>, "efunk@cityofouray.com" <efunk@cityofouray.com>

Hello Silas,

That is great news. I have saved March 20th on my calendar to be available if need be. Please let me know about the BOCC date.

The *exact* acreage for the project will not be calculated until steps 1-4 (Project Reconnaissance, Project, Stand and Management Unit Delineation, and Pre-Cruise and Sample Design) of our proposal have been completed. For now, **the areas depicted in the map are based on personal knowledge of the area and geospatial estimates of 30% forested cover that could be accessed for hand felling**. Some stands may pose such a hazard risk, or lack of WUI hazard and I and D issues, that they may not be included. On the other hand, we could encounter an area that may need to be added to the project area. Additionally, the process we are proposing considers contractor feedback. Some areas may prove to be too costly to complete. With that said, I understand we need estimates to move forward.

Please see the attached map. I did not include the parcel where the water tanks are located. In my digging through several GIS sources, I encountered 4 different versions of ownership for the parcels in this area. I spoke to Jeff Bockes this morning and he told me he would speak to Susie Mayfield this afternoon. Sounds like you may know what is correct.

The attached map shows the following acreage:

City of Ouray: **65.19 Acres**Ouray County: **21.45 Acres**

Kind Regards,

Austin

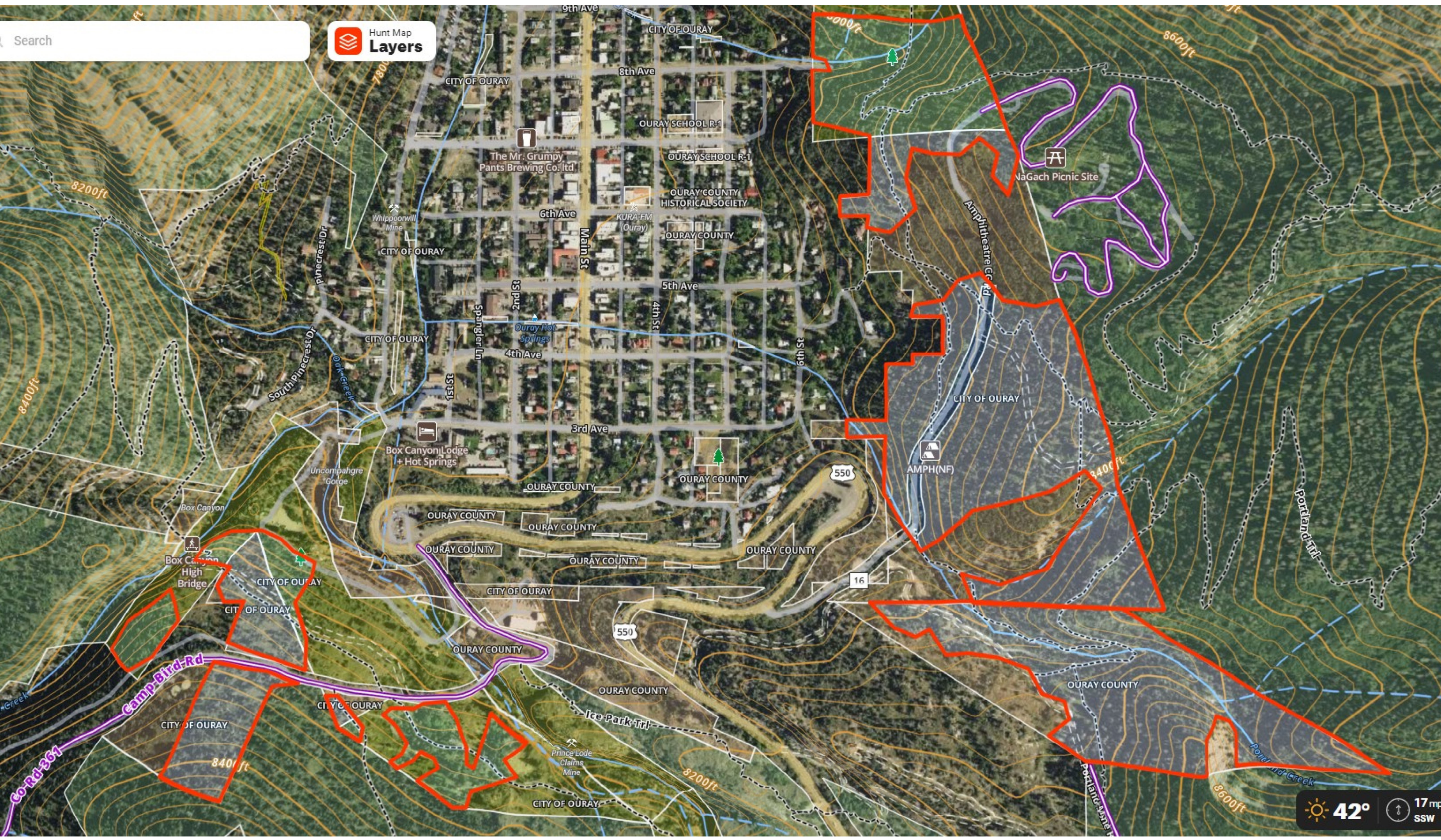
Austin Shelby

Owner, Consulting Forester

[Spring Branch Forestry LLC](#)

970-417-2369

Search



42° 17 mi SSW

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to Opioids@coag.gov**

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to Opioids@coag.gov if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment E: Walgreens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

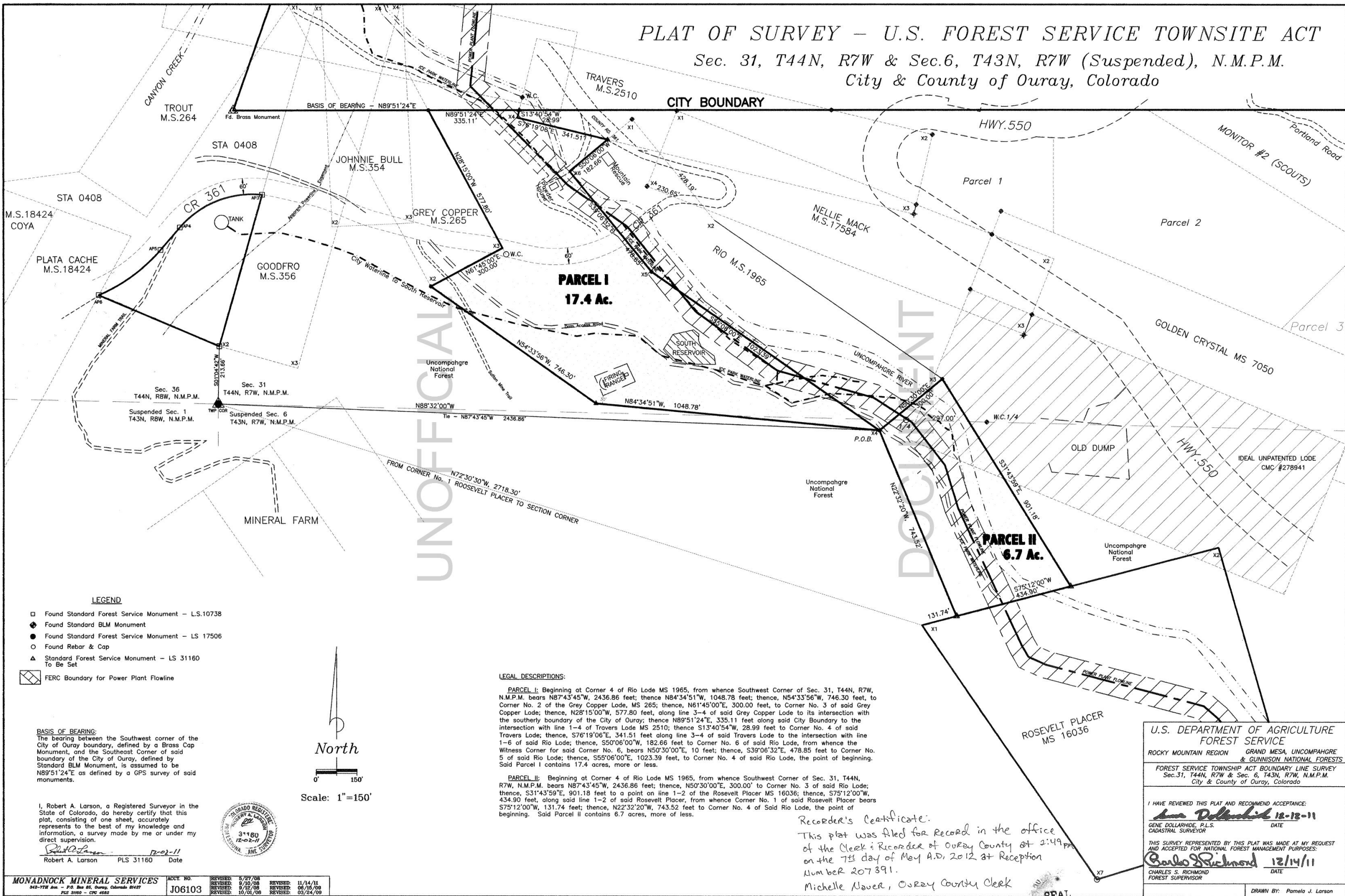
Name: _____

Title: _____

Date: _____



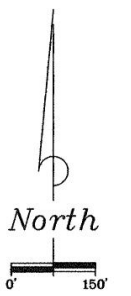
PLAT OF SURVEY - U.S. FOREST SERVICE TOWNSITE ACT
 Sec. 31, T44N, R7W & Sec. 6, T43N, R7W (Suspended), N.M.P.M.
 City & County of Ouray, Colorado



LEGEND

- Found Standard Forest Service Monument - LS.10738
- ◆ Found Standard BLM Monument
- Found Standard Forest Service Monument - LS 17506
- Found Rebar & Cap
- ▲ Standard Forest Service Monument - LS 31160 To Be Set
- ▨ FERC Boundary for Power Plant Flowline

BASIS OF BEARING:
 The bearing between the Southwest corner of the City of Ouray boundary, defined by a Brass Cap Monument, and the Southeast Corner of said boundary of the City of Ouray, defined by Standard BLM Monument, is assumed to be N89°51'24"E as defined by a GPS survey of said monuments.



LEGAL DESCRIPTIONS:

PARCEL I: Beginning at Corner 4 of Rio Lode MS 1965, from whence Southwest Corner of Sec. 31, T44N, R7W, N.M.P.M. bears N87°43'45"W, 2436.86 feet; thence N84°34'51"W, 1048.78 feet; thence, N54°33'56"W, 746.30 feet, to Corner No. 2 of the Grey Copper Lode, MS 265; thence, N61°45'00"E, 300.00 feet, to Corner No. 3 of said Grey Copper Lode; thence, N28°15'00"W, 577.80 feet, along line 3-4 of said Grey Copper Lode to its intersection with the southerly boundary of the City of Ouray; thence N89°51'24"E, 335.11 feet along said City Boundary to the intersection with line 1-4 of Travers Lode MS 2510; thence S13°40'54"W, 28.99 feet to Corner No. 4 of said Travers Lode; thence, S76°19'06"E, 341.51 feet along line 3-4 of said Travers Lode to the intersection with line 1-6 of said Rio Lode; thence, S50°06'00"W, 182.66 feet to Corner No. 6 of said Rio Lode, from whence the Witness Corner for said Corner No. 6, bears N50°30'00"E, 10 feet; thence, S39°06'32"E, 478.85 feet to Corner No. 5 of said Rio Lode; thence, S55°06'00"E, 1023.39 feet, to Corner No. 4 of said Rio Lode, the point of beginning. Said Parcel I contains 17.4 acres, more or less.

PARCEL II: Beginning at Corner 4 of Rio Lode MS 1965, from whence Southwest Corner of Sec. 31, T44N, R7W, N.M.P.M. bears N87°43'45"W, 2436.86 feet; thence, N50°30'00"E, 300.00' to Corner No. 3 of said Rio Lode; thence, S31°43'59"E, 901.18 feet to a point on line 1-2 of the Rosevelt Placer MS 16036; thence, S75°12'00"W, 434.90 feet, along said line 1-2 of said Rosevelt Placer, from whence Corner No. 1 of said Rosevelt Placer bears S75°12'00"W, 131.74 feet; thence, N22°32'20"W, 743.52 feet to Corner No. 4 of said Rio Lode, the point of beginning. Said Parcel II contains 6.7 acres, more or less.

I, Robert A. Larson, a Registered Surveyor in the State of Colorado, do hereby certify that this plat, consisting of one sheet, accurately represents to the best of my knowledge and information, a survey made by me or under my direct supervision.
 Robert A. Larson PLS 31160 Date 12-02-11



Recorder's Certificate:
 This plat was filed for record in the office of the Clerk & Recorder of Ouray County at 2:49 pm on the 7th day of May A.D. 2012 at Reception Number 207391.
 Michelle Nauer, Ouray County Clerk
 Deputy Clerk

U.S. DEPARTMENT OF AGRICULTURE
 FOREST SERVICE
 ROCKY MOUNTAIN REGION GRAND MESA, UNCOMPAGHRE & GUNNISON NATIONAL FORESTS
 FOREST SERVICE TOWNSHIP ACT BOUNDARY LINE SURVEY
 Sec. 31, T44N, R7W & Sec. 6, T43N, R7W, N.M.P.M.
 City & County of Ouray, Colorado

I HAVE REVIEWED THIS PLAT AND RECOMMEND ACCEPTANCE:
 Gene Dollarhide 12-12-11
 GENE DOLLARHIDE, P.L.S. DATE
 CADASTRAL SURVEYOR

THIS SURVEY REPRESENTED BY THIS PLAT WAS MADE AT MY REQUEST AND ACCEPTED FOR NATIONAL FOREST MANAGEMENT PURPOSES:
 Charles S. Richmond 12/14/11
 CHARLES S. RICHMOND DATE
 FOREST SUPERVISOR

DRAWN BY: Pamela J. Larson

AGREEMENT FOR TRANSPORTATION SYSTEM GRANT MANAGEMENT

THIS AGREEMENT, is made and entered into this ___ day of March, 2023 by and between **CITY OF OURAY, COLORADO**, a Colorado home rule municipality (the City); the **COUNTY OF OURAY, COLORADO**, acting by and through the Board of County Commissioners (the County); the **TOWN OF RIDGWAY**, a Colorado home rule municipality (the Town); and **MONTROSE COUNTY SENIOR CITIZEN'S TRANSPORTATION INC., dba All Points Transit** (All Points Transit) collectively referred to as Grantees.

RECITALS

WHEREAS the Grantees applied for a grant with the Gunnison Valley Transportation Planning Region (GVTPR), who administers CDOT Multimodal Options Funds, and was awarded a grant of \$531,091.00 with matching funds from the Local Government Agencies of \$177,697.00 for total project cost of \$710,788.00 (Grant), to establish and operate a regional public transportation system which will provide service between the City of Ouray and the Town of Ridgway to and from the City of Montrose, Colorado.

WHEREAS, the grant funds will be spent on the purchase of a transportation van, leasing of adequate storage for the van when it is not in use, hiring drivers to operate the van, advertising and signage for pickup and drop off locations, maintenance, and other operation expenses such as registration and insurance required to establish and operate the regional van service.

WHEREAS, Montrose County Senior Citizens Transportation, Inc., a Colorado not for profit company d/b/a under the tradename All Points Transit, will act as the fiscal agent for the grant funds which includes invoicing CDOT and providing all required reporting under the grant.

WHEREAS the Grantees desire to enter this Agreement to establish certain roles and responsibilities, and covenants concerning the acceptance of the grant funds, to establish a cost share arrangement for required matching funds, and a sustainability plan for the future.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Ouray County, the City of Ouray, the Town of Ridgway, and All Points Transit hereby agree as follows:

SECTION I AGREEMENT TO COOPERATE

Each Grantee agrees to cooperate with each other and the fiscal agent to provide timely matching fund payments and to agree on appropriate van schedules which include date and times of service, including winter and summer schedules, and pick-up and drop-off locations. After implementation, the parties shall cooperate in making sure the operation runs smoothly, and on-time, adjusting the fares for year 1, 2, and 3 as well as regularly reviewing the stop locations and customer feedback to implement changes that will enhance the rider experience.

Representatives for the City, County, and Town are:

City:

Silas Clarke, City Administrator, or designee
320 6th Avenue
P.O. Box 468
Ouray, CO 81427
Email: sclarke@cityofouray.com

County:

Connie Hunt, County Administrator, or designee
541 4th St.
P.O. Box C
Ouray, Colorado 81427
Email: chunt@ouraycountyco.gov

Ridgway:

Preston Neill, Town Administrator, or designee
201 N. Railroad Street
P.O. Box 10
Ridgway, CO 81432
Email: pneill@town.ridgway.co.us

All Points Transit

Sarah Curtis, Executive Director
175 Merchant Dr.
Montrose, CO 81401
Email: scurtis@allpointstransit.org

**SECTION II
PAYMENT**

City, County and Town shall be responsible for twenty-five percent (25%) of total project costs as required under the grant and shall remit payment to All Points Transit no later than thirty (30) days after receipt of an invoice. The initial match to be split between City, County and Town is \$177,697 over a three-year period, but that number is subject to change, upon agreement of the Grantees.

**SECTION III
TERM**

This Agreement shall terminate when the grant funds are expended, and All Points Transit closes the grant under the grant terms unless otherwise extended by the mutual written agreement of the parties for good cause. Notwithstanding the grant closing deadline, All Points Transit shall implement the transportation system by May 31, 2023, unless the deadline is extended for good

cause shown. All Points Transit can extend this deadline by up to thirty days by providing no less than 15 days written notice to the Town, City and County, in advance of the implementation deadline.

**SECTION IV
FISCAL AGENT**

All Points Transit shall operate as the fiscal agent for submitting invoices and receiving grants funds and shall timely comply with all reporting requirements under the grant. The fiscal agent shall have no authority to bind the City, County, or Town in any action. The fiscal agent shall not receive a percentage of any grant as a fee.

**SECTION V
SCOPE OF PROJECT**

All Points Transit shall manage the grants funds, including the matching funds provided under Section II, expending the same to implement the transportation system set forth in the Scope of Project attached as Exhibit A.

**SECTION VI
TIME IS OF THE ESSENCE**

Grantees agree that time is of the essence for implementation of the transportation system so ridership can begin. City, County and Town shall provide all criteria and full information as to their requirements for the Project and furnish all requested information pertinent to the Project, including any approval of changes to the scope or previous designs concerning routes, pickup and drop off locations, signage, and advertising. City, County, and Town agree to respond to any communications concerning the grant fund expenditures and implementation of the transportation system within 72 hours of receipt. The City, County and Town shall be responsible for helping to implement the advertising campaign during the term of the grant.

**SECTION VII
LIABILITY**

The City, County, and Town retain governmental immunity under the Colorado Governmental Immunity Act to the maximum extent permissible, and no term of this Agreement shall be construed as an express or implied waiver of governmental immunity. No Grantee shall indemnify the other, and Grantees agree to waive any claim for damages against the other for work performed under the terms of this Agreement. In the event of any other legal dispute regarding the terms of this Agreement, the governing laws shall be the laws of the State of Colorado, the venue shall be Ouray County, Colorado, and all parties shall be responsible for their own attorneys' fees and costs.

**SECTION VIII
NON-ASSIGNABILITY**

Grantees agree that this Agreement or any interest therein shall not be assigned, sublet, or transferred without the prior written consent of all parties hereto.

**SECTION IX
AMENDMENTS**

This Agreement represents the entire integrated and merged understanding of the parties and no prior or contemporaneous term, condition, promise, or representation regarding the subject matter of this Agreement shall be of any legal force or effect unless set forth herein in writing or in a written amendment or addendum hereto.

The Grantees agree that any modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding on either of the parties unless set forth in writing and executed by both parties.

**SECTION X
FORCE MAJEURE**

It is agreed that the City, County, and Town shall excuse All Points Transit of its performance and obligations due under Exhibit A and B to any of the following occurrences: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of any of their departments, agencies, or officials or any civil or military authority insurrection; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause of event not within the control of the county that prevents its performance of its obligations.

**SECTION XI
OWNERSHIP OF ASSETS PURCHASED WITH GRANT MONIES**

Any materials, motor vehicles, items, and work specified in the Scope of Services, and all related documentation and materials provided or developed by All Points Transit shall be exclusively owned by the City, County and Town and not by All Points Transit. All Points Transit expressly acknowledges and agrees that all work performed under the Scope of Services constitutes work made for hire. To the extent, if at all, that it does not constitute a "work made for hire," All Points Transit hereby transfers, sells, and assigns to the City, County, and Town all its right, title, and interest in such work.

**SECTION XII
INDEPENDENT CONTRACTORS**

The County, City, Town, and All Points Transit intend that an independent contractor relationship is created by this Agreement. City, Town, and County are only interested in the results to be achieved by All Points Transit when implementing and operating the transportation system set forth in Exhibit A. The method and control of the work will be within the scope of All Points Transit's responsibility, subject to compliance with all applicable State and Federal statutes, rules, and regulations, the requirements of this Agreement, and the grant requirements. However, the work contemplated must meet the approval of the City, County, and Town Representative and shall be subject to the City, County, and Town Representative's general right of inspection and supervision to insure the satisfactory completion thereof. No Grantee is entitled to any of the benefits that other Grantee's provide to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation.

**SECTION XIII
MISCELLANEOUS**

No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Grantees shall not constitute a waiver of any of the other terms or obligation of this Agreement.

Third Parties. There are no intended third-party beneficiaries to this Agreement.

Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the party at the address set forth on the first page of this Agreement.

Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City, Town and County not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

Authorization. By signing this Agreement, the Grantees acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Grantee have been duly authorized by such Grantee to do so.

Entire Agreement. This Agreement, and the Exhibits attached hereto, supersedes and controls all prior written and oral agreements and representations of the Grantees and constitutes the whole agreement between them with respect to the subject matter of this instrument. No additional or different oral representation, promise or agreement shall be binding on either Grantee.

IN WITNESS WHEREOF, the respective parties enter this agreement as of the Effective Date.

BOARD OF OURAY COUNTY COMMISSIONERS

Jake Niece, BOCC Chair

ATTEST:

Harlan Thompson, Deputy Clerk of the Board

City of Ouray

By: _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

Town of Ridgway

By: _____
John Clark, Mayor

Attest:

Pam Kraft, Town Clerk

All Points Transit

By: _____
Sarah Curtis, Executive Director



APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

City of Ouray
320 6th Avenue
PO Box 468
Ouray, Colorado 81427
Telephone: (970) 325 7211 FAX: (970) 325 7212
An Equal Employment Opportunity Employer

Thank you for your interest in applying to serve on a City Committee. Please complete the following on your background. This information will allow us to select and appoint a balanced membership for each of our committees.

PART 1: PERSONAL DATA

Full Name: Sandra Michelle Woodman
Physical Address: [Redacted] Ridgway CO 81432
Mailing Address: Same
E-Mail Address: [Redacted]
Home Telephone Number: [Redacted]
Business Telephone Number: [Redacted]
Present job title: Owner - Little Bucket of Flowers - Florist
Present employment is (check one) Full-time Part-time
May we contact you at work for committee related issues? Yes No
Do you rent or own your home? If you own, do you have vacation rentals? NO

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:
[] Planning Commission [] Ouray Economic Development Committee [] Beautification
[] Park & Recreation (PARC) [X] Tourism Advisory Committee (TAC) [] Other:

How long have you lived in the City of Ouray? N/A

What do you think are the major issues affecting our City?

* Bringing more tourism for winter.
* Focus on history of Ouray.

How do you envision your contribution to this committee?

I would like to contribute my experience as a current business owner

If you own a business in Ouray, please list name (All businesses must be registered):

Little Bucket of Flowers

Sandi Woodman
Signature

3/3/23
Date

Sandi Woodman
Print Name

If you are interested in an opportunity to serve your community, please fill out the application and return to the above address.

RECEIVED

MAR 03 2023



CITY OF OURAY

APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

City of Ouray
320 6th Avenue
PO Box 468
Ouray, Colorado 81427
Telephone: (970) 325 7211 FAX: (970) 325 7212

An Equal Employment Opportunity Employer

Thank you for your interest in applying to serve on a City Committee. Please complete the following on your background. This information will allow us to select and appoint a balanced membership for each of our committees.

PART 1: PERSONAL DATA

Full Name: Brooke Eastley
Physical Address: [REDACTED] Ouray, CO 81427
Mailing Address: [REDACTED] Ouray, CO 81427
E-Mail Address: [REDACTED]
Home Telephone Number: [REDACTED]
Business Telephone Number: [REDACTED]
Present job title: Executive Director
Present employment is (check one) Full-time Part-time
May we contact you at work for committee related issues? Yes No
Do you rent or own your home? If you own, do you have vacation rentals? no

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:
 Planning Commission Ouray Economic Development Committee Beautification
 Park & Recreation (PARC) Tourism Advisory Committee (TAC) Other: _____
How long have you lived in the City of Ouray? Two years
What do you think are the major issues affecting our City?
I believe the major issue affecting our city in regards to tourism, is information. When I speak with visitors at the Whight, they are confused about places or events or just don't know about them.
How do you envision your contribution to this committee?
I speak with tourists, performers and locals regularly which give me insight into the community's needs for arts and music. We also host a number of events that bring in tourists.
If you own a business in Ouray, please list name (All businesses must be registered):

Brooke Eastley
Signature

2/17/2023
Date

Brooke Eastley
Print Name

If you are interested in an opportunity to serve your community, please fill out the application and return to the above address.



PROPOSAL/QUOTE

Expires:

Local NEWS Network
67 Suttle Street, Ste B
Durango Colorado 81303

Bill To:

Ouray Visitor Center
Kailey Rhoten
P.O. Box 468
CO 81427

Product Name Description	Price per Month	Months Quoted	Discount	Amount
Airport: Special Display SPECIAL 3-Month pricing during final construction phase. Dedicated Wall Graphic, Tension Fabric or Hanging Display within the Montrose Airport. Static Wall Displays Tension Fabric Wall Mounted Display , 12' x 3' in Main Terminal Area	\$ 500.00	3	\$ 750.00	\$ 750.00
Airport: Special Display Discounted 3-Month Pricing after construction period. Dedicated Wall Graphic, Tension Fabric or Hanging Display within the Montrose Airport. Static Wall Displays Tension Fabric Wall Mounted Display , 12' x 3' in Main Terminal Area	\$ 500.00	3	\$ 450.00	\$ 1,050.00
Airport: Build Out One-time fee for Build Out - Tension Fabric Display. Client is responsible for providing the final graphic for production.	\$ 450.00	1	\$ 0.00	\$ 450.00

Sub Total	\$ 2,250.00
Additional Discount	\$ 0.00
Grand Total	\$ 2,250.00

Signature _____
Kailey Rhoten

Date _____

Additional Details:

This is a 6-month contract that will need to be renewed at the end of its term. The contract will start as soon as the new graphic is installed, but no later than April 1, 2023.

AIRPORT ADVERTISING TERMS AND CONDITIONS

TERM

The Term of this contract is defined by the number of months listed in this Quote. Unless otherwise stated in the Details above, this contract will automatically renew monthly and requires a 30-day written termination notice. requests must be mailed to billing@thelocalnews.us.

PAYMENT OPTIONS

- Invoiced for full contract with Net 15 terms.
- Monthly Auto-payment via ACH or CC. (Must complete a Payment Authorization Form)

RATES

- All rates and adjustments are computed on the basis of 28 days per period.
- Unless otherwise noted all rates are for use of space only, and do not include cost of designing, producing, delivering material, or erecting display material.
- Advertiser/Agency may request replacement digital advertising change outs after the initial advertising.

ADVERTISING MATERIAL

1. Use and placement of all advertising materials submitted by Advertiser/Agency are subject to the prior approval of LNN and the appropriate Airport Authority(ies). Furthermore, all advertising displays or exhibits placed on property owned or controlled by the Airport under this Contract are subject to the Airport Authority's orders of removal if deemed unaesthetic, objectionable or for any other reason whatsoever in the Airport's sole discretion.
2. Advertiser/Agency will be responsible for preparation and delivery of advertising display material to designated LNN service points without expense to LNN at a minimum of 7 days prior to the date of commencement of Contract or desired date of change. If advertising display materials are timely delivered, LNN shall complete posting/installation of the advertising display material no later than five (5) working days after the date of commencement of this Contract or desired date of change.
3. If Advertiser's/Agency's material is not received by the required date: (i) Advertiser's advertising materials may not be installed by the commencement date of the Contract, (ii) Advertiser/Agency may be subject to increased installation costs, (iii) LNN shall not be obligated to provide any "bonus" or "make good" accommodations and (iv) LNN is hereby authorized at its sole option to leave vacant or to use substitute advertising copy in spaces allocated to Advertiser/Agency under this Contract and Advertiser/Agency agrees that it will pay for such use of the advertising display spaces.
4. LNN is hereby authorized to remove and to leave vacant or to use substitute advertising copy for any advertising display material which may be defaced, damaged or otherwise become deteriorated and for which Advertiser/Agency has failed to provide replacements without liability or expense to LNN. It is hereby agreed that non-use of advertising display space arising from Advertiser's or Agency's failure to provide such replacement will not relieve Advertiser/Agency from obligation to pay for such advertising display space.
5. Advertiser/Agency agrees to call for and remove all advertising or display material immediately after the expiration of its display period and further agrees that without liability, LNN is authorized to remove and dispose of any such material that is not so called for or removed.
6. Advertiser/Agency authorizes LNN to use a picture or photograph of LNN's advertising display containing Advertiser/Agency's advertising materials for LNN's promotional, advertising, or prospective sales purposes with clients, prospective clients, or for its internal use.

CANCELLATION

1. Unless otherwise specified in the quote, this Contract is not subject to cancellation by Advertiser/Agency and may not be assigned or transferred by Advertiser/Agency without the prior written consent of LNN.
2. If for any reason whatsoever, LNN shall (a) cease to have the right to continue the advertising services covered by this Contract or (b) the advertising display(s) covered by this Contract are removed or upgraded; then LNN may at its option either: (i) relocate Advertiser/Agency's advertising copy into suitable advertising display(s) of comparable passenger exposure; (ii) relocate Advertiser/Agency's advertising copy into the upgraded advertising display(s); or (iii) terminate the Contract and discontinue the service provide for hereunder without notice and without liability to Advertiser/Agency.
3. Loss of service because of strikes, fire, terrorist act, natural disasters, or any other cause beyond the control of LNN shall not constitute a breach of contract, provided, however, that LNN shall have the option of terminating the Contract

or providing pro-rata, an equivalent term of service to Advertiser/Agency.

ADVERTISING RATE POLICY

Advertiser/Agency will receive ninety (90) days advance notification on any change in advertising fee rates.

Advertiser/Agency may terminate as of the effective fee rate change date by notification to LNN at least thirty (30) days prior to such effective fee rate change date.

GENERAL

1. Advertiser/Agency agrees to indemnify, save and hold harmless LNN, the Airport and the applicable Airport Authorities (collectively, the "Indemnified Parties") from and against any liability, loss, costs, including attorney's fees, charge or judgment to which the Indemnified Parties may be subject or subjected to by any reason or as a result of the advertising services required by this Contract. Additionally, LNN shall have the right and prerogative to require, at its sole option, the Advertiser/Agency to represent and/or defend LNN's interests in any claim or matter which may result in any such liability, loss, costs, including attorney's fees, charge or judgment.
2. Advertiser and Agency agree that they are jointly and severally liable for the performance of their obligations hereunder.
3. Local NEWS Network and Advertiser/Agency acknowledge and agree that the Airport, the applicable Airport Authority, or any other party that owns or controls the premises or structures within or upon which the advertising facilities shall be located is not a party to this Contract and shall have no contractual liability or any other duty to the Advertiser/Agency by virtue of this Contract and that this Contract shall not affect the rights and obligations between LNN and such entities. Notwithstanding anything to the contrary under this Contract, this Contract, and the services to be provided hereunder shall be subject in all respects to the underlying agreement between LNN and the applicable entity granting LNN the rights upon which the services herein are being provided.
4. In the event that LNN's ability to install new or replacement advertising displays subject to this Contract are delayed due to no fault of Advertiser/Agency, the Contract Start and End dates specified in the quote, shall be proportionally extended without liability to Advertiser/Agency.
5. Advertiser/Agency, without expense to LNN, shall supply replacements for any damaged or defaced display material and provide for the replacement and installation of any defective parts or mechanisms.
6. This Contract becomes effective when accepted and executed by Advertiser/Agency; no representation or assurance, verbal or written other than that written herein and, on the quote, or by separate agreement over the signature of an officer of LNN shall effect or alter the obligation of either party hereto.
7. Advertiser/Agency shall carry its own insurance covering all advertising copy and displays. Local NEWS Network shall not be liable for any damage or loss by theft, fire explosion, the elements or other casualty.
8. Local NEWS Network is an Equal Opportunity Employer.

Future Agenda Items/Work Sessions

- 2018 International Code Adoption (IBC/IRC/IEBC/IMC/IFC/IECC)
- Land Use and Sign Codes (April 6)
- River Dredging (April)
- (Non-Land Use) Code Revisions
- Additional Fee & Fine Schedules
- Workforce & Attainable Housing
- Alcohol – Entertainment/Consumption District on Main Street (In discussions)
- Restaurant Dining on City Streets
- Water Conservation Incentive