

**AGENDA
OURAY CITY COUNCIL**

Monday, October 5, 2026 - 6:00 PM

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

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

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

Ouray City Council Regular Meeting

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CITIZENS' COMMUNICATION
5. CEREMONIAL/INFORMATIONAL
 - a. 150th Celebration Final Report (10 minutes)
 - b. UWP South Ouray Erosion Control Project (20 minutes)
 - c. 2027 Proposed Budget - C.R.S.29-1-105 (5 minutes)
6. CONSENT AGENDA
 - a. Approval of Minutes - September 21, 2026
 - b. Memorandum of Understanding - City of Ouray and Ouray County (Victim Services)
 - c. Liquor License Renewal - Beaumont Food Service LLC dba Beaumont Grill
 - d. Liquor License Renewal - Clark and Haglund LLC dba Gold Belt Bar & Grill
7. ACTION ITEMS
 - a. Resolution No. 21 (Series 2026) Amendment to CDOT / City of Ouray Agreement (RMS Project)
 - b. Resolution No. 22 (Series 2026) Revitalizing Main Street Project (20% Match)
 - c. "Notice of Budget" Authorization to Publish
 - d. CML Executive Board Consideration
8. DISCUSSION ITEMS
 - a. Future Agenda Items
9. DEPARTMENT REPORTS
 - a. City Administrator Metteer
 - b. Fire Chief Kunz
 - c. Public Works Director Coleman
 - d. Parks and Recreation Director Brown
 - e. Marketing & Communication Director Rhoten
10. CITY COUNCIL COMMUNICATION
Mayor Underwood, Mayor Pro Tem Schiffer, Councilor Lindsey, Councilor Hart, and Councilor Doherty
11. ADJOURNMENT

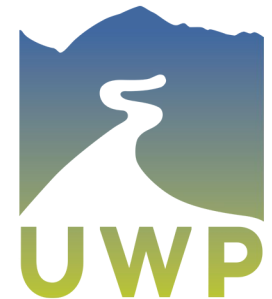
South Ouray Erosion Control Project

at the Ouray Ice Park



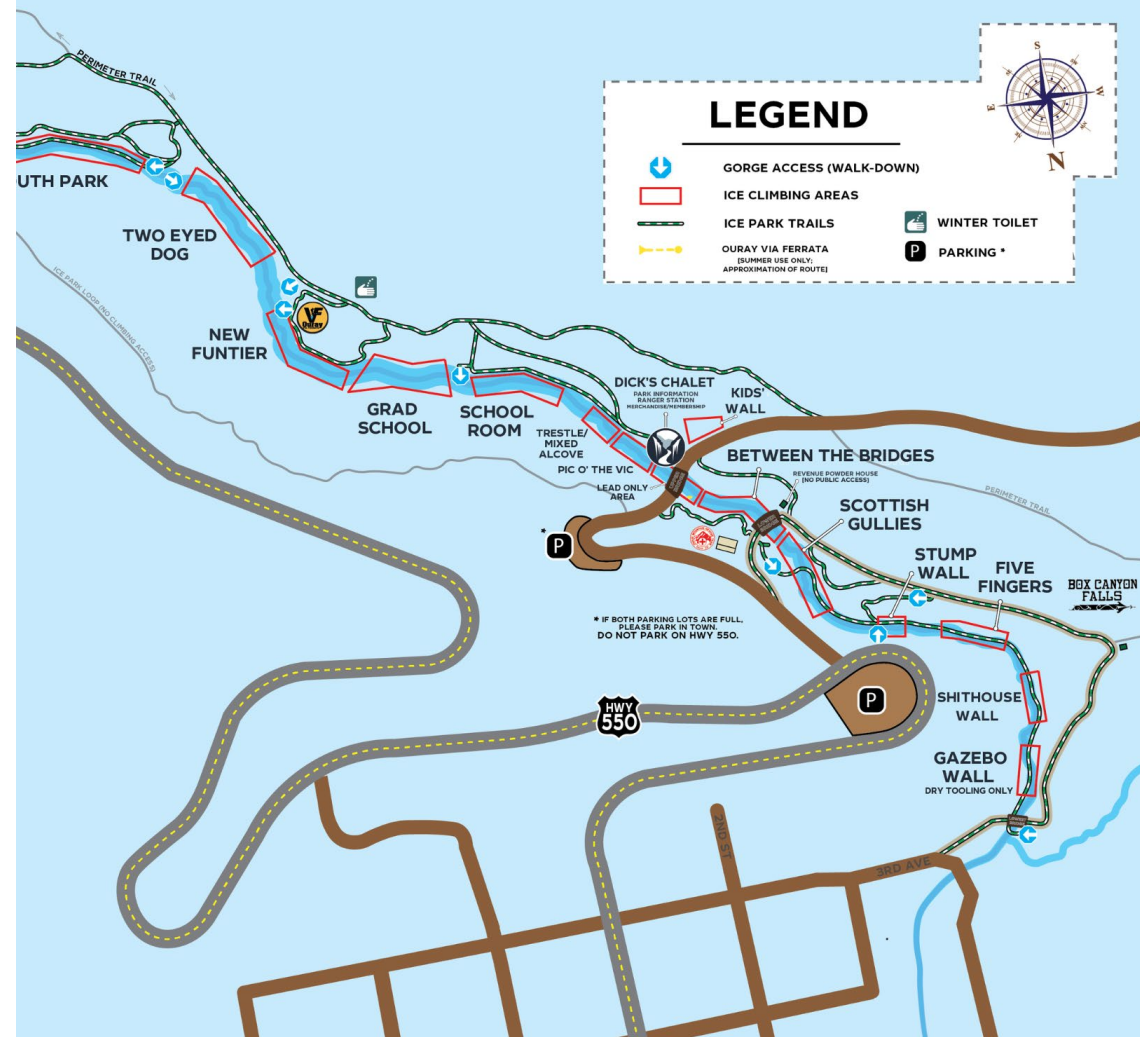
COLORADO
Department of Public
Health & Environment

Uncompahgre
Watershed
Partnership



PURPOSE/BENEFIT

- Remediate slope above the “Between the Bridges” climbing wall around a pedestrian trail at the Ouray Ice Park
- Improve stormwater management and resource stewardship
- Protect & improve water quality in a portion of Uncompahgre River
- Improve sustainable recreation in the Ouray area



COLORADO
Department of Public
Health & Environment

Uncompahgre
Watershed
Partnership



TIMELINE

- 2018-22 – project idea hatched during Love Your Gorge cleanups
- 2022 – UWP, OIP and City became partners and UWP submitted grant application in December
- 2023-24 – UWP awarded and contracted for \$67,764 grant
- 2024-mid-2026 – studies, planning, and creation of project design
- 2026 (3rd qtr) – engineering finalized and groundwork imminent
- 2027 – monitoring of results; final grant report due



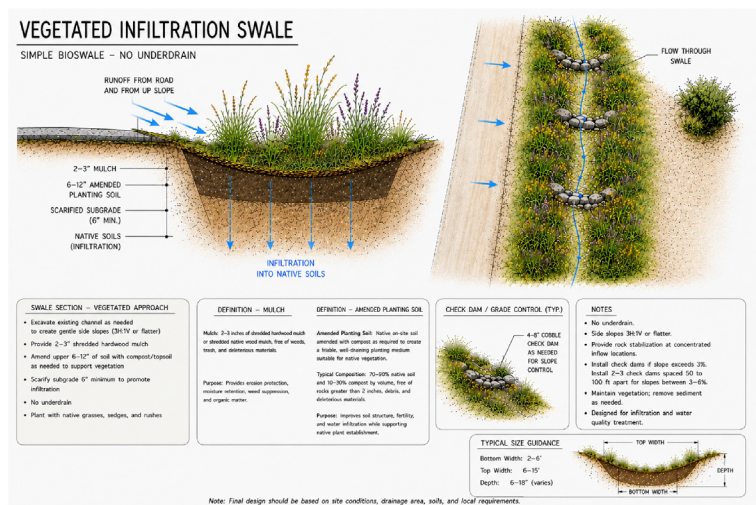
COLORADO
Department of Public
Health & Environment

Uncompahgre
Watershed
Partnership





1 PROPOSED EROSION CONTROL PLAN
SCALE: 1"=30'



CURRENT DRAINAGE PATTERN

A NATURALLY OCCURRING CHANNEL EXISTS IN THIS LOCATION. MODIFY/ENHANCE TO CREATE A VEGETATED INFILTRATION SWALE THAT PROMOTES INFILTRATION BUT CAN ALSO CONVEY RUNOFF IF SATURATED.

ACCESS ROAD HAS ROCK WATER BARS WITH STRAW WADDLE AND A DRAINAGE CHANNEL DIRECTING FLOWS TO THE RIVER. REMOVE ROCKS AND STRAW WADDLE, FILL IN DRAINAGE CHANNEL AND COMPACT TO REDUCE RUNOFF ENTERING THE RIVER.



STRAW WADDLE

DRAINAGE CHANNEL DIRECTING RUNOFF TO THE RIVER



Swiftwater Solutions, LLC
PO BOX 1687
Buena Vista, CO 81211
719-966-6675



PROJECT	DATE
REVISION	NO.

SOUTH OURAY EROSION CONTROL PROJECT
280 Ouray 361 County, Ouray, CO 81427

SHEET TITLE
PROPOSED EROSION CONTROL PLAN

DESIGNED BY: JH

DRAWN BY: TCS

REVIEWED BY: JH

DATE: 6/4/2026

JOB NO.: 1061-UWP

SHEET
C101

ISSUED FOR REVIEW

DRAWING SCALES SHOWN BASED ON A 34x22 DRAWING

Partners & Funding

- Ouray Ice Park & City of Ouray
- AEC, River Corps, WSW, Swiftwater Solutions...
- Estimated Cost: \$83,000
 - \$49,155 grant from CDPHE Non-Point Source Program
 - \$18,609 grant from CDPHE Water Quality Improvement Fund
 - \$16,385 in-kind contributions from UWP and partners



COLORADO
Department of Public
Health & Environment

Uncompahgre
Watershed
Partnership





COLORADO
Department of Public
Health & Environment

Uncompahgre
Watershed
Partnership



Thank you! Questions?

Tanya Ishikawa, UWP Executive Director
tanya@uncompahgrewatershed.org

AEC (Alpine Environmental Consultants):
Elin Binck & Ashley Bembenek





Ouray City Council Regular Meeting

Monday, September 21, 2026 6:00 PM
Ouray Community Center, 320 6th Ave, Ouray, CO 81427

Dave Doherty: Absent
Jenny Hart: Present
Peggy Lindsey Scott: Present
Kevin Schiffer: Present
Michael Underwood: Present

City Admin Michelle Metteer, Finance and Administration Director Kara Rhoades, Public Works Director Joe Coleman, Parks and Recreation Director Joe Brown and City Attorney Harper Powell.

1. CALL TO ORDER

Mayor Underwood called the meeting to order at 6 pm.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. CITIZENS' COMMUNICATION

John Hart - suggested an IGA with county to help maintain County Rd 17 and reminded that it is the emergency evacuation road for the City of Ouray.

5. CONSENT AGENDA

Motion to Approve the Consent Agenda as presented. This motion, made by Jenny Hart and seconded by Kevin Schiffer, Carried.

Jenny Hart: Yea, Peggy Lindsey Scott: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

- a. Approval of Minutes - September 8, 2026
- b. Resolution No. 18 (Series 2026) Authorizing Access for Financial Staff
- c. Ratification of Declaration 4 (2026) - Rescind State 1 Fire Restrictions
- d. Liquor License Renewal - JTP Inc. dba Ouray Riverside Resort - Inn and Cabins

6. ACTION ITEMS

- a. Resolution No. 19 (Series 2026) Financial Support Home Trust of Ouray County

City Administrator Metteer, explained the resolution is for a supplemental appropriation of \$225,000. This would allow the City of Ouray to have 62% reimbursed by DOLA for water and sewer tap fees and building permit fees from the housing fund (within the general fund.) Stated that this resolution would allow, the max amount from the City of Ouray to financially support the Home Trust County of Ouray County, for a total expense of \$85,730 from the housing fund.

Councilor Hart inquired if the housing fund could support this financial ask.

Councilor Lindsey Scott stated her unwillingness to invest any more funding in the future.

Motion to approve Resolution 19, Series 2026, a resolution amending the 2026 budget and providing for a supplemental appropriation to support in the initial amount of \$225,000, with an overall expense to the city of \$85,730. This motion, made by Peggy Lindsey Scott and seconded by Jenny Hart, Carried.

Jenny Hart: Yea, Peggy Lindsey Scott: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

b. Resolution No. 20 (Series 2026) Proposition 123 2027-2029 Commitment Cycle

Motion to approve Resolution No. 20 (Series 2026) Proposition 123 2027-2029 Commitment Cycle. This motion, made by Jenny Hart and seconded by Peggy Lindsey Scott, Carried.

Jenny Hart: Yea, Peggy Lindsey Scott: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

c. Waste Water Treatment Plant Demand Notices

Motion is to authorize the city attorney to issue notices of claims pursuant to the Construction Defect Action Reform Act. This motion, made by Jenny Hart and seconded by Peggy Lindsey Scott, Carried.

Jenny Hart: Yea, Peggy Lindsey Scott: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

d. Memorandum of Understanding - City of Ouray and Telluride Foundation (DPA Program)

Motion to approve the MOU additions, specifically to incorporate, additions to comply with TABOR, as well as to clarify the termination provision with approval by the City Attorney. This motion, made by Peggy Lindsey Scott and seconded by Jenny Hart, Carried.

Jenny Hart: Yea, Peggy Lindsey Scott: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

7. LIQUOR LICENSE

a. Liquor License Application - JTG, LLC dba Alpenglöw Treat Co.

The council opened the public hearing at 6:38pm. The council closed the public hearing at 6:39pm.

Motion to approve Liquor License application for Alpenglöw Treat Co. This motion, made by Jenny Hart and seconded by Kevin Schiffer, Carried.

Jenny Hart: Yea, Peggy Lindsey Scott: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

8. DISCUSSION ITEMS

a. 333 6th Avenue Property

The council discussed the current state of the 333 6th Avenue property. Topics included in the discussion:

(1) demolish and rebuild for what the city decides is the biggest need of PD, Gym, or workforce housing, (2) demolish but keep land as an asset for the future due to proximity to city hall, (3) sell the property as is to recoup funds for future planning of PD, Gym, or workforce housing.

The council agreed to see what they could get for the 333 6th avenue property by placing it on the market for 90 days and revisiting the conversation over the future of the property afterward.

Paul Smith expressed frustration at this being a rushed buy by the previous council and now, 12 months later, it is uninhabitable. Also sought accountability over who is to blame for allowing the continued depreciation of the house. Lastly stated shock that the council bought the house without stepping inside of it. Encouraged council to form a decision based on the lot of land it is worth.

Councilor Lindsey-Scott explained that the council at the time of purchasing 333 6th Ave house, had a police chief stating the need for a PD for the five officers and a place to park the cars. Now that the city

has chosen to explore using the sheriff's office for policing, this is no longer an immediate need.

Conde Sluga discussed how refurbishment is prone to opening a can of worms. Advised to sell, not demo. Stated that if council decided to demolish the house, that they would put in writing of the resolution to work with Ouray demolition and construction crews.

John Hart stated opposition to keeping the building, don't demo. Sell it and build elsewhere.

Don Funkhouser also sought clarification over accountability pertaining to any care and maintenance performed on the house for the year the city has owned it and if the city will have to sell it after fixing the roof.

Wayne Dempsey stated his opinion that either selling or demo but keeping the house would create a depreciating asset for the city.

b. Poolhouse Assessment Review

Director Brown explained that the assessment would come with a priority-based plan for repairing the pool house as well as a maintenance plan.

The council had split opinions over how to proceed with the current pool house needs. Mayor Underwood and Councilor Lindsey Scott were in support of investing in the assessment of the current pool house. Mayor Pro Tem Schiffer and Councilor Hart were against more funds going into the current pool house and supported a new pool house. Mayor Pro Tem Schiffer decided to agree to the assessment but voiced lack of hope it would sway his overall support for a new pool house. All council members agreed that the pool is a large part of the Ouray economy and needs to be a priority.

c. Future Agenda Items

Councilor Hart requested no more items be added to the agenda for the October 5th council meeting. Mayor Underwood inquired if the council could postpone the executive session till the October 5th meeting so that all council members could be present.

City Administrator Metteer stated all council feedback is best for review.

Both Mayor Pro Tem Schiffer and Councilor Hart opposed postponing the executive session till the October 5th meeting.

Mayor Pro Tem Schiffer asked to move the in-town shuttle service and mineral farms discussion to the October 19th agenda from the October 5th Agenda.

City Administrator Metteer reminded the council of the joint county commissioners and city council work session for IGA for community policing by the county sheriff on October 5th.

9. DEPARTMENT REPORTS

a. City Administrator Metteer

Report in packet

b. Finance and Administration Director Rhoades

Report in packet.

c. Community Development

Report in packet.

10. CITY COUNCIL COMMUNICATION

Mayor Underwood, Mayor Pro Tem Schiffer, Councilor Lindsey Scott, Councilor Hart, and Councilor Doherty

Reports in packet.

Councilor Lindsey Scott — no report.

Councilor Doherty — no report.

11. EXECUTIVE SESSION

For Discussion of a Personnel Matter under C.R.S. 24-6-402(4)(f) regarding Annual Review of the City Administrator

Motion to enter into executive session at 8:16pm. Once the executive session adjourns, the regular meeting will also adjourn. No decisions or further action will be taken following the executive session. This motion, made by Kevin Schiffer and seconded by Jenny Hart, Carried.

Jenny Hart: Yea, Peggy Lindsey Scott: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

12. ADJOURNMENT

The meeting adjourned at 9:04 pm.

Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

CERTIFICATION

I, Kara Rhoades, 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, September 21, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, September 21, 2026.

Kara Rhoades, City Clerk

MEMORANDUM OF UNDERSTANDING

RENEWAL OF TERM EXPIRING 7/31/2026

This agreement is between the City Of Ouray, Ouray County Sheriff's Office, Ridgway Marshal's Office, and the Ouray County Victim Services subcontractor.

PURPOSE

To provide Ouray County with a consistent approach to victim advocacy by providing a part-time Law Enforcement advocate who will respond to the needs of domestic violence/sexual assault/death notifications and other victim-related crimes. This memorandum establishes that the Ouray Police Department, Ouray County Sheriff's Office, and the Ridgway Marshal's Department will provide crime victims' advocacy via qualified victim services subcontractors to victims of crime, referred by Ouray County Law Enforcement.

SERVICE AREA

The boundaries of the service are defined as the County of Ouray.

RESPONSIBILITIES

Victims' Services via qualified subcontractor:

- Available to respond on scene at death notifications. Death notification services include:
 - In-person family and survivor support, written information on coping with death and grief, suicide and homicide information (if needed), CVC application assistance, and follow-up support.
- Notification of Victim's Rights.
- Information on community resources including availability of victim assistance, medical and emergency services, and local resources.
- CVC application assistance
- Protection Order Assistance
- Coordination with the District Attorney's Office, assuring victims are informed about the status of investigations and court cases.

Qualified Subcontractor additional agreements:

- The subcontractor will complete a timesheet with the Ouray County Sheriff's Office monthly with on-call days worked for that pay period. On-call weekly coverage is \$210 a week plus call outs at \$30/hr with two (2) hour minimum.
- Provide data to the Ouray County Sheriff's Office (victim advocate) for the victims they serve in Ouray County.

Additional Agreements:

- The Ouray County Sheriff's Office will compile and report data and a narrative to the VALE Board in January 2027 and August 2027 to ensure grant compliance.

- If the advocate is unavailable to respond to a crime when contacted by dispatch, the subcontractor Victim Services will make every effort to respond in their place.

Law Enforcement:

- Ouray Law Enforcement agrees to offer every Colorado VRA victim of crime access to a victim advocate. Law Enforcement will facilitate this contact by calling dispatch who will notify the victim advocate or the on-call qualified contracted victim advocate.

LIFE OF AGREEMENT

- This agreement shall continue until 7/31/2027. It may be terminated earlier by a 30-day written notice from any party for cause. Cause includes but is not limited to a change in state, federal, or local service definitions. The effective date is the date all parties sign this agreement.

SIGNATURES

These responsibilities are agreed to by the following authorized signatures.

Ouray County Sheriff:

Name (print): _____

Title: _____

Signature: _____

Date: _____

Ridgway Marshal:

Name (print): _____

Name (print): _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

City of Ouray:

Name (print): _____

Title: _____

Signature: _____

Date: _____

Victim Services Subcontractor:

Name (print): _____

Title: _____

Signature: _____

Date: _____

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

Submit to Local Licensing Authority

BEAUMONT GRILL
PO BOX 1265
Ouray CO 81427-1265

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 750

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☐

Paid by check

Uploaded to MoveIt on Date

☐

Paid Online

Licensee Name

BEAUMONT FOOD SERVICE LLC

Doing Business As Name (DBA)

BEAUMONT GRILL

Liquor License Number

License Type

Hotel & Restaurant (city)

Sales Tax License Number

Expiration Date

Due Date

11/01/2026

09/17/2026

Business Address

Street Address

505 MAIN STREET

Phone Number

9703257000

City, State, ZIP Code

Ouray CO 81427

Mailing Address

Street Address

PO BOX 1265

City, State, ZIP Code

Ouray CO 81427-1265

Email

Esther@beaumont hotel. com

Operating Manager

Date of Birth

Esther Frasen

Home Address

Street Address

Phone Number

City

State

ZIP Code

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

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

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

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

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

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

Tax Check Authorization, Waiver, and Request to Release Information

I, Esther Friesen

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

(the "Applicant/Licensee")

Beaumont Grill

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Esther Friesen

Title

GM/owner

Signature

Esther Friesen

Date (MM/DD/YY)

9/21/26

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Beaumont Food Service LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970 325 9000

Street Address

505 Main ST

City

State ZIP Code

Ovay

CO

81427

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

Esther Freisen

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

Privacy Act Statement

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

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

Submit to Local Licensing Authority

GOLD BELT BAR & GRILL
PO BOX 163
Ouray CO 81427

RECEIVED

SEP 25 2026

CITY OF OURAY

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75 X _____	\$
Additional Optional Premi Hotel & Restaurant \$1 X _____	\$
Related Facility - Camp Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to
convert your check to
account may be
converted, your
insufficient or
amount directly

Colorado Department of Revenue. The State may
one-time electronic banking transaction. Your bank
as early as the same day received by the State. If
will not be returned. If your check is rejected due to
funds, the Department may collect the payment
your banking account electronically.

ck# 1413
\$ 750
ck# 1415
city \$ 175

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☐ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

CLARK AND HAGLUND LLC

Doing Business As Name (DBA)

GOLD BELT BAR & GRILL

Liquor License Number

License Type

Hotel & Restaurant (city)

Sales Tax License Number

Expiration Date

Due Date

12/29/2026

11/14/2026

Business Address

Street Address

800 MAIN ST

Phone Number

City, State, ZIP Code

Ouray CO 81427

Mailing Address

Street Address

PO BOX 163

City, State, ZIP Code

Ouray CO 81427

Email

Operating Manager

Date of Birth

Heather Dean

Home Address

Street Address

Phone Number

City

State

ZIP Code

Bunay

Co

81427

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

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

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

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

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

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Goldnut Bartlett

Title

owner

Signature

Wauk

Date (MM/DD/YY)

9/25/24

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

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DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Heather Clark

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

(the "Applicant/Licensee")

Maan

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Goldheet BartGrill

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970-325-17323

Street Address

800 main st

City

Duray

State ZIP Code

CO

81427

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

Heatherclanc

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

Heatherclanc

9/25/26

Privacy Act Statement

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

RESOLUTION NO. 21 (Series 2026)

**A RESOLUTION OF THE CITY OF OURAY, COLORADO, RATIFYING
AN AMENDMENT TO AGREEMENT BETWEEN THE STATE OF
COLORADO AND THE CITY FOR THE COLORADO DEPARTMENT
OF TRANSPORTATION TO PROVIDE SUPPORT AND FUNDING FOR
THE CITY’S REVITALIZING MAIN STREET PROJECT.**

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

WHEREAS, the City entered a contract dated April 25, 2023 with the State of Colorado for the Colorado Department of Transportation (“CDOT”) to provide funding and support for maintenance and construction along the highway in the City’s downtown as part of its Revitalizing Main Street project (the “RMS Project”) for a total contract amount of \$1,000,000 (the “Agreement”, attached hereto as **Exhibit A**); and

WHEREAS, the Agreement contemplates a funding arrangement under which CDOT would be responsible for 80% of the cost of work for the RMS Project while the City would be responsible for 20%; and

WHEREAS, the RMS Project is currently over budget by about \$250,000; and

WHEREAS, CDOT has agreed to increase its funding for the RMS Project for a total funding amount of \$1,250,000, with 80% (\$1,000,000) coming from State funds and 20% (\$250,000) coming from City funds, as set forth in the Amendment to the Agreement, attached hereto as **Exhibit B** (the “Amendment”); and

WHEREAS, the City Council wishes to approve the Amendment and believes it is in the best interest of the residents, businesses, visitors, and taxpayers of the City; and

WHEREAS, the City Council wishes to approve and ratify all actions taken by the City Administrator and staff in connection with the Agreement and in negotiation of the Amendment; and

WHEREAS, the City Council finds this action is immediately necessary to preserve the life, health, safety, and welfare of the City and its residents.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the City Council.
2. Ratification. The City Council hereby ratifies and approves all actions by the

City Administrator and City Staff in connection with the Agreement attached as **Exhibit A**.

3. Agreement. The City Council hereby ratifies and approves the Amendment, in substantially the same form as **Exhibit B**, subject to additional modifications, as determined to be satisfactory to the City Attorney, and ratifies and authorizes the City Administrator or Mayor to execute the same. All actions heretofore taken by the City Administrator, and the other officers, employees, and agents of the City in connection with the subject matter of this Resolution are hereby ratified, approved, and confirmed in all respects. Further, the City Council authorizes and directs the City Administrator to take such steps as are necessary to implement this Resolution, the Agreement, and the Amendment.
4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

ADOPTED this 5th day of October, 2026 by the Ouray City Council.

CITY OF OURAY, COLORADO

Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

State \$LAWRK
PROJECT: C M006-001 (25227)
Ouray Main St RMS

REGION: 5
WMH

CONTRACT

THIS CONTRACT made this ____ day of 4/25/2023 20____, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF OURAY hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$1,000,000.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for Ouray Main St RMS at four locations throughout Ouray. and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written "Notice to Proceed" prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project C M006-001 (25227), Ouray Main St RMS referred to as the "Project" or the "Work." Such Work will be performed in City of Ouray, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 80% of the funding for the work. Local Agency will provide the other 20%. State funds may be awarded with "Special Funding". Special Funding may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds or COVID Relief. If Special Funding is used there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and invoiced in compliance with the rules outlined in the award of the funding.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of Ouray Main St RMS work at four locations throughout Ouray., in City of Ouray, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 27** of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)
7. **Exhibit E** (PII Certification)
8. **Exhibit F** (Local Agency Contract Administration Checklist)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on December 07, 2032, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this contract;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
 1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn.

All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

- D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline as specified in the award letter if applicable, whichever is sooner. The State's obligation to pay Agreement Funds will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Funding Provisions & Performance Period in **Exhibit C**.
- F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
- The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30)

days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

- B. Option to transfer funds from one phase to another phase.
The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.
- C. Option to do both Options A and B.
The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

- A. Design [if applicable]
1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
 2. If the Local Agency is the responsible party:
 - a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures

implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:

- (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
- (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
- (3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
- (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).
- (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
- (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.

B. Construction [if applicable]

1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
3. If the Local Agency is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.

- (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.
- c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the State in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
 - (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
 - (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.
- C. State's obligations
 1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
 2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

This contract may be terminated as follows:

- A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State	If to the Local Agency
CDOT Region: 5	City of Ouray
Bridget McDougall	Silas Clarke
Project Manager	City Administrator
3803 N Main Ave	320 6th Ave, PO BOX 468
Durango, CO 81301	OURAY, CO 81427
970-385-1416	970-325-7060

Section 17. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or

provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of

the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 27. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 28. SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

THE LOCAL AGENCY CITY OF OURAY Name: <u>Silas Clarke</u> (print name) Title: <u>City Administrator</u> DocuSigned by: <u>Silas Clarke</u> *Signature Date: <u>4/25/2023</u>	STATE OF COLORADO Jared S. Polis Department of Transportation By: <u>Keith Stefanik</u> Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: <u>4/25/2023</u>
2nd Local Agency Signature if needed Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General By: <u>N/A</u> Signature – Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: <u>Loni Copelano</u> Colorado Department of Transportation Date: <u>4/25/2023</u>
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EXHIBIT A

SCOPE OF WORK

Name of Project: Ouray Main St RMS
Project Number: C M006-001
SubAccount #: 25227

The project scope includes crosswalks, signage, striping, sidewalk and ADA/PROWAG compliant curb ramps and possibly some curb and gutter and drainage improvements at four locations throughout Ouray. The four crosswalk and improvement locations include: across US 550 at the Ouray Visitor Center connecting to the Perimeter Trailhead; across Main St (US 550) mid-block crossing between 6th and 7th Street connecting the grocery store and post office; the intersection of Main St (US 550) and 6th Street full improvements with bump outs and crosswalks; across US550 at County Road 361 connecting the parking space to attractions off CR 316.

The scope of work includes Rapid Rectangular Flashing Beacon Crosswalks along with appropriate signage across US 550 and Main St at each of the four locations as deemed appropriate. Detailed design and coordination with CDOT Traffic will be necessary before exact location and other specifics can be determined. Collection of at least one day of pedestrian counts at that locations may be required to provide the necessary information for CDOT Traffic and Safety to consider whether the crosswalk installation is warranted. All crosswalk locations will require a crossing installation request form and evaluation.

Pending additional funding and the project budget, the original scope included improvements at each intersection on Main St (US 550) from 3rd St to 9th St. The improvements are proposed to include bump outs at the corners of the intersection, ADA/PROWAG ramps, drainage improvements, and crosswalks. If funding allows the project scope will increase to include some or all of the additional intersections.

Preliminary survey work will establish the existing right of way and whether the scope of work can be accomplished without the need to acquire additional right of way.

The project will be designed and constructed to meet ADA, PROWAG, AASHTO and MUTCD requirements, as well as any other applicable design standards, including CDOT design and construction standards and policies.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B
LOCAL AGENCY RESOLUTION (IF APPLICABLE)

State \$ LA Work

EXHIBIT C- FUNDING PROVISIONS

City of Ouray, Project # C M006-001 (25227)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be \$1,000,000.00, which is to be funded as follows:

1. FUNDING		
C M006-001 (25227)		
a. State Funds		
(80% of RMS Award)		\$800,000.00
b. Local Agency Funds		
(20% of RMS Award)		\$200,000.00
TOTAL FUNDS ALL SOURCES		\$1,000,000.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY		
a. State Funds Budgeted		\$800,000.00
b. Less Estimated State Share of CDOT-Incurred Costs		\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	80.00%	\$800,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	20.00%	\$200,000.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$1,000,000.00
3. FOR CDOT ENCUMBRANCE PURPOSES		
C M006-001 (25227)		
a. Total Encumbrance Amount (Only State funds are encumbered)		\$800,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		\$800,000.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

WBS Element 25227.10.30	Performance Period Start*/End Date	Design 3020	\$0.00
	N/A		
WBS Element 25227.20.10	Performance Period Start*/End Date	Const. 3301	\$0.00
	N/A		

*For C M006-001 (25227) *The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

C M006-001 (25227)

The funding ratio for the State funds for this Work is 80% State funds to 20% Local Agency funds, and this ratio applies only to the \$1,000,000.00 that is eligible for State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$1,000,000.00, and additional State funds are available for the Work, the Local Agency shall pay 20% of all such costs eligible for State funding and 100% of all other costs. If additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$1,000,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

C M006-001 (25227)

The maximum amount payable to the Local Agency under this Agreement shall be \$800,000.00. For CDOT

accounting purposes, the State funds of \$800,000.00 will be encumbered, but the Local Agency funds of \$200,000.00 will NOT be encumbered. The total budget of this funding source is \$1,000,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the State funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 6 of this contract. **This applies to the entire scope of Work.**

Exhibit D

SAMPLE OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing # Option Letter OLA #
Original Contract CMS #		Original Contract #	

Vendor name:

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts (*a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to extend the term of this Agreement.

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option B (*Insert the following language for use with Option B*):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C 2, C-3, C-4, etc.*).

Option C (*Insert the following language for use with Option C*):

In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: C-2, C-3, C- 4, etc.*).

(*The following language must be included on options A, B and C*):

The total encumbrance as a result of this option and all previous options and/or amendments is now (*insert total encumbrance amount*), as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (*indicate total budgeted funds*) as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

Jared S. Polis, Governor

By: Date:

Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller Robert Jaros, CPA, MBA, JD

By: Date:

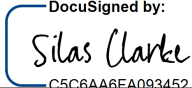
EXHIBIT E
PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Silas Clarke, on behalf of City of Ouray (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature:  _____
C5C6AA6FA093452...

Printed Name: Silas Clarke

Title: City Administrator

Date: 4/25/2023

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. C M006-001	STIP No.	Project Code 25227	Region 5
Project Location Ouray, Colorado			Date 11/28/2022
Project Description Ouray Main St RMS			
Local Agency City of Ouray	Local Agency Project Manager Silas Clarke		
CDOT Resident Engineer Bridget McDougall	CDOT Project Manager Robert Shanks		
INSTRUCTIONS: This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource. The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	X	X
	5.2	Determine Delivery Method		X
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)	X X	
3,3A	5.5	Conduct Design Scoping Review Meeting	X	
3,6	5.6	Conduct Public Involvement	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
3	5.10	Obtain Utility and Railroad Agreements	X	
3	5.11	Conduct Final Office Review (FOR)	X	
3A	5.12	Justify Force Account Work by the Local Agency	X	
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
3	5.14	Document Design Exceptions - CDOT Form 464	X	
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	X	
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	X	
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	
	5.21	Ensure Authorization of Funds for Construction		x
	5.22	Use Electronic Signatures	X	X
	5.23	File Project Development Records/Documentation in ProjectWise		x
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		x
	6.2	Determine Applicability of Davis-Bacon Act This project ☒ is ☐ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Bridget McDougall 11/28/2022 _____ CDOT Resident Engineer Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		x
	6.4	Enforce Prompt Payment Requirements	X	
	6.5	Use Electronic Tracking and Submission Systems – B2GNow ☒ LCPtracker ☐	X	
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	NA	NA
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	NA	NA
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
Federal Project (use 7.1 series in Chapter 7) ☐ Non-Federal Project (Use 7.2 series in Chapter 7) ☒				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	X	
7		Advertise for Bids	X	
7		Concurrence to Advertise		X
7		Distribute "Advertisement Set" of Plans and Specifications	X	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)		x
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		x
		Submit required documentation for CDOT award concurrence		
		Concurrence from CDOT to Award		x
		Approve Rejection of Low Bidder		x
7,8		Award Contract (federal)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	X	
		CONSTRUCTION MANAGEMENT		
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	X	
8	8.1	Issue Notice to Proceed to the Contractor	X	
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
		Pre-survey • Construction staking • Monumentation	X X	
		Partnering (Optional)	X	
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." TBD _____ Local Agency Professional Engineer or CDOT Resident Engineer Phone number _____		
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation (including projects with structures)	X	
		Fabrication Inspection and documentation	X	
9	8.6	Review and Approve Shop Drawings	X	
9	8.7	Perform Traffic Control Inspections	X	
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. Silas Clarke 970-325-7060 _____ Local Agency Representative Phone number _____		
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
9B	8.12	Prepare and Authorize Change Orders	X	#
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	
9	8.16	Prepare and Submit Monthly Progress Reports	X	
9	8.17	Resolve Contractor Claims and Disputes	X	
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Bridget McDougall 970-692-7839 _____ CDOT Resident Engineer Phone number _____		X
9	8.19	Ongoing Oversight of DBE Participation	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
	MATERIALS			
9,9C	9.1	Discuss Materials at Pre-Construction Meeting Buy America documentation required prior to installation of steel	NA	NA
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record - Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project - Update the form as work progresses - Complete and distribute form after work is completed	X X	X
9C	9.3	Perform Project Acceptance Samples and Tests	X	
9C	9.4	Perform Laboratory Acceptance Tests	X	
9C	9.6	Accept Manufactured Products Inspection of structural components: - Fabrication of structural steel and pre-stressed concrete structural components - Bridge modular expansion devices (0" to 6" or greater) - Fabrication of bearing devices	X X X	
9C	9.6	Approve Sources of Materials	X	
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ - Generate IAT schedule - Schedule and provide notification - Conduct IAT	X X	X
9C	9.8	Approve mix designs - Concrete - Hot mix asphalt		X X
9C	9.9	Check Final Materials Documentation	X	X
9C	9.10	Complete and Distribute Final Materials Documentation	X	
	CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	X	
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the “Commercially Useful Function” Requirements	NA	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. - Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. - Complete CDOT Form 838 – OJT Trainee / Apprentice Record. - Complete CDOT Form 200 - OJT Training Questionnaire	NA NA NA	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	NA	
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor’s Annual EEO Report	NA	
	10.8	Contract Compliance and Project Site Reviews		x
	FINALS			
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		x
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	

LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	X	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment	X	
	11.12	Close out Local Project	x	
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	X	
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

Amendment #: 1 Project #: C M006-001 (25227)
SIGNATURE AND COVER PAGE

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Amendment Effective Date: _____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

This Agreement was created to provide funds for sidewalk improvement in the City of Ouray. This Amendment adds newly available funds and increases the maximum amount of the Agreement.

5) MODIFICATIONS

A. The maximum amount is increased from \$1,000,000.00 by \$250,000.00 to \$1,250,000.00.

B. A new Exhibit C-3 is made part of the original Agreement and replaces Exhibit C-2.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C-3 FUNDING PROVISIONS**City of Ouray C M006-001 (25227)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$1,250,000.00, which is to be funded as follows:

1. a.	State Funds - RMS (80% of Revitalizing Main Streets Award)	\$800,000.00
b.	Local Agency Funds (20% of Revitalizing Main Streets Award)	\$200,000.00
c.	State Funds - HOT (80% of Hot Spot Funds Award)	\$200,000.00
d.	Local Agency Funds (20% of Hot Spot Funds Award)	\$ 50,000.00
TOTAL BUDGETED FUNDS		\$1,250,000.00
2.	ESTIMATED PAYMENT TO LOCAL AGENCY	
a.	State Funds Budgeted	\$1,000,000.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY		80% \$1,000,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY		20% \$ 250,000.00
TOTAL PROJECT ESTIMATED FUNDING		100.00% \$1,250,000.00
4.	FOR CDOT ENCUMBRANCE PURPOSES	
a.	Total Encumbrance Amount (Only State funds are encumbered)	\$1,000,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		\$1,000,000.00

Note: \$800,000.00 currently available. Additional funds will become available after execution of this Option letter (Exhibit D) or formal Amendment.

Design 3020		
WBS Element 25227.10.30	Performance Period Start*/End Date	\$110,404.00
	N/A	
Const. 3301		
WBS Element 25227.20.10	Performance Period Start*/End Date	\$689,596.00
	N/A	

*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratio

The funding ratio for the State funds for this Work is 80% State funds to 20% Local Agency funds, and this ratio applies only to the \$1,250,000.00 that is eligible for State funds. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$1,250,000.00, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$1,250,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

This applies to the entire scope of Work.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,000,000.00. For CDOT accounting purposes, the State funds of \$1,000,000.00 will be encumbered, but the Local Agency funds of \$250,000.00 will NOT be encumbered. The total budget of this project is \$1,250,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

RESOLUTION NO. 22 (Series 2026)

A RESOLUTION OF THE CITY OF OURAY, COLORADO, AMENDING THE 2026 BUDGET AND PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO SUPPORT THE CITY'S REVITALIZING MAIN STREET PROJECT AND FULFILL ITS 20% MATCH OBLIGATION UNDER THE CONTRACT BETWEEN THE CITY OF OURAY AND THE STATE OF COLORADO.

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

WHEREAS, the City entered a contract dated April 25, 2023 (the "Agreement") with the State of Colorado for the Colorado Department of Transportation ("CDOT") to provide funding and support for maintenance and construction along the highway in the City's downtown as part of its Revitalizing Main Street project (the "RMS Project") for a total contract amount of \$1,000,000; and

WHEREAS, the Agreement contemplates a funding arrangement under which CDOT would be responsible for 80% of the cost of work for the RMS Project while the City would be responsible for 20%; and

WHEREAS, the RMS Project is currently over budget by about \$250,000; and

WHEREAS, CDOT has agreed to increase its funding for the RMS Project for a total funding amount of \$1,250,000, with 80% (\$1,000,000) coming from State funds and 20% (\$250,000) coming from City funds; and

WHEREAS, in order for the City to meet its 20% match obligation under the Agreement, it must contribute \$50,000; and

WHEREAS, at a City Council meeting held on February 17, 2026, the City Council approved a motion to award the RMS Project and appropriate the necessary funds (20%) to complete the RMS Project, with the City providing the required match to CDOT's 80% contribution toward the project overage, using funds from the Tourism Fund; and

WHEREAS, to memorialize the City's contribution of additional funds under its 20% match obligation pursuant to the Agreement, the City Council wishes to provide for a supplemental appropriation under the City's 2026 annual budget; and

WHEREAS, Section 9.5 of the Charter authorizes the City Council to make supplemental appropriations by resolution; and

WHEREAS, by Resolution No. 26, Series of 2025, the City Council adopted its annual budget for the fiscal year 2026; and

WHEREAS, at the time the 2026 annual budget was adopted, certain revenue and expenses were not completely known; and

WHEREAS, the City Council wishes to amend the 2026 annual budget and approve changes to the appropriations set forth in **Exhibit A** in order to ensure effective and fiscally responsible administration of City business; and

WHEREAS, the City's Tourism Fund exists for the purposes of promoting tourism, advertising the community, and attracting tourist and visitor business to the City and may be used for destination marketing, management, and development to attract visitors to and enhance the visitor experience within the City; and

WHEREAS, the RMS Project involves development to the downtown area of the City that City Council believes will enhance the visitor experience, and thus, using funds from the Tourism Fund to support the RMS Project is within the scope of uses for which the Tourism Fund exists; and

WHEREAS, the City Council wishes to approve a supplemental appropriation of \$50,000 from the City's Tourism Fund for the allocation and expenditure of such funds to support the RMS Project and fulfill the City's obligation to provide a 20% match of RMS Project funds under the Agreement; and

WHEREAS, the City Council finds this action is immediately necessary to preserve the life, health, safety, and welfare of the City and its residents.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the City Council.
2. Supplemental Appropriation and Authorization of Expenditure. The City Council hereby amends the 2026 budget and approves the additional appropriations set forth in **Exhibit A** for fiscal year 2026 related to the revenues and expenditures set forth therein. The City Council further authorizes the expenditure of \$50,000 from such supplemental appropriation from the City's Tourism Fund to contribute to its 20% match obligation under the Agreement to support the RMS Project.
3. Ratification. All actions heretofore taken by the City Administrator, and the other officers, employees, and agents of the City in connection with the subject matter of this Resolution are hereby ratified, approved, and confirmed in all respects. Further, the City Council authorizes and directs the City Administrator to take such steps as are necessary to implement this Resolution and expenditure of the funds.

4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

ADOPTED this 5th day of October, 2026 by the Ouray City Council.

CITY OF OURAY, COLORADO

Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

Exhibit A

Supplemental Budget Appropriation Pursuant to CRS 29-1-109

Purpose

This Exhibit establishes a supplemental budget appropriation authorizing additional 2026 expenditures needed to support the City's Revitalizing Main Street (RMS) Project and fulfill the City's 20% match obligation under the agreement with the State of Colorado and the Colorado Department of Transportation (CDOT).

Funds Affected

Appropriations are as follows:

- **Tourism Fund** – The amount of \$50,000.00 is hereby appropriated.

Nature of the Budget Amendment

This supplemental budget appropriation is required because the City intends to expend funds not anticipated or assured at the time the 2026 budget was adopted on November 25, 2025, pursuant to CRS 29-1-109. This action increases the total appropriations for the Tourism Fund above the amounts originally adopted in Resolution No. 26, Series 2025.

Detail

- City Match Obligation: \$50,000.00 contribution from the Tourism Fund toward the \$250,000 RMS Project budget increase (matching CDOT's 80% / \$200,000 state contribution, bringing total project funding to \$1,250,000).
- Total Supplemental Appropriation: \$50,000.00

Notes

No expenditures shall occur in excess of the original appropriation until adoption of this supplemental budget and appropriation

Use of reserves will comply with the City's financial policies, including minimum fund balance requirements.

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



CITY OF
OURAY
COLORADO

970.325.7211
Fax 970.325.7212
info@cityofouray.com

To: Mayor & City Council
From: Kara Rhoades, Finance and Administration Director
Date: October 5, 2026
Agenda Item: "Notice of Budget" Authorization to Publish

REQUEST:

Consideration of Public Hearing Date for the Proposed 2027 Budget

INTRODUCTION:

Pursuant to C.R.S. § 29-1-106(1) and Section 9.3-C of the Ouray Home Rule Charter, City Council must hold a public hearing prior to adopting the annual budget. Staff requests approval to publish legal notice and schedule the public hearing for Monday, November 2, 2026, at 6:00 p.m. at the Ouray Community Center and via Zoom.

ANALYSIS:

Notice will be published in the Ouray County Plaindealer on October 8 and October 29, 2026, opening the formal public review period. Residents may inspect the draft at City Hall or submit written comments via mail or email. The draft remains subject to Council revisions prior to final adoption, and staff will compile all submitted public feedback for Council consideration during the meeting.

BUDGET / STAFF IMPACT:

Publication expenses for the two public notices in the Ouray County Plaindealer are within existing budget appropriations. Staff impact is minimal.

ORGANIZATIONAL ALIGNMENT:

This action directly aligns with the City of Ouray's commitment to good governance, transparency, and fiscal responsibility.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve the publication of the Public Notice for the Proposed 2027 Budget as presented, and to schedule the Public Hearing for Monday, November 2, 2026, at 6:00 pm.

ATTACHMENT(S):

- Notice of Budget



**CITY OF OURAY
PUBLIC NOTICE**

Please take notice, pursuant to Section 9.3-C of the City of Ouray Home Rule Charter, the City Council will hold a public hearing concerning the adoption of the Proposed 2027 Budget on the following date, time, and location:

Date: Monday, November 2, 2026

Time: 6:00 pm

Location: 320 6th Ave. – Community Center
VIRTUAL OPTION

<https://zoom.us/j/9349389230> Meeting ID: 934 938 9230 Passcode: 491878

By phone: +1 408 638 0968 or +1 669 900 6833

The Proposed 2027 Budget will be available for public inspection at the City Hall Administration Office, located at 320 6th Avenue, Ouray, Colorado during regular business hours.

Ouray residents are invited to submit feedback or formal objections regarding the Proposed 2027 Budget before it is officially approved. Feedback or objections may be sent to:

City of Ouray

Attn: Budget Comments

PO Box 468, Ouray, Colorado 81427

or via email at clerk@cityofouray.com

Please note that the Proposed 2027 Budget is subject to modifications at any time between the date of this notice and final adoption.

Kara Rhoades, Finance and Administration Director

Published in the Ouray County Plaindealer on October 8, 2026 and October 29, 2026

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



CITY OF
OURAY
COLORADO

970.325.7211
Fax 970.325.7212
info@cityofouray.com

To: Mayor & City Council
From: Michelle Metteer, City Administrator
Date: October 5, 2026
Agenda Item: Mayor Underwood Endorsement; CML Executive Board

REQUEST:

Consider an endorsement request by Mayor Michael Underwood for the Colorado Municipal League (“CML”) Executive Board. This would be to fill a recent vacancy which would be appointed by the currently seated Executive Board members.

INTRODUCTION:

From the CML Website regarding their role:

CML works with Colorado cities and towns to develop and improve municipal government through the following efforts:

- CML provides services that increase the efficiency of Colorado cities and towns.
- CML assists in securing legislative enactments that benefit municipalities while opposing injurious legislation.
- CML acts at all times in the best interest and for the benefit of all Colorado municipalities and their citizens.
- CML conducts all business while adhering to the highest legal and ethical standards

ANALYSIS:

Role of the Executive Board (from the CML website):

Develop, articulate, promote, support, and implement CML's vision, mission, goals and strategic plan.

1. Frame and focus policy discussions to implement CML’s mission.
2. Monitor, assess, modify, eliminate and strengthen, as appropriate, CML policies and programs that advance CML’s mission.
3. Articulate CML’s mission, accomplishments, and priorities to the membership.
4. Establish and implement robust processes to maintain oversight of the budget, finances and operations of CML.
5. Create, eliminate, monitor, assess, and strengthen, as appropriate, committees and task forces in order to advance CML’s mission.

6. Establish rules to assure legal and ethical integrity, to maintain accountability, and to assure effective fiduciary oversight.
7. Provide for leadership succession on the Board.
8. Evaluate the Board's performance.

General expectations of individual board members (from the CML website):

Understand CML's mission, purpose, goals, policies, programs, services, and finances.

1. Represent and advocate for local control and other matters important to towns/municipalities of your size, as well as all Colorado towns and municipalities.
2. Suggest changes, improvements, and additions to CML's advocacy, education, and training programs that will strengthen and advance CML's mission.
3. Stay current and informed about trends in civic, state, and national affairs that may affect member municipalities and the organization.
4. Engage with CML members to understand how best to represent member interests and to discuss CML's positions on matters of local importance.
5. Advocate CML legislative policies to the Board member's state delegation and other policymakers as appropriate.
6. Review and understand the organization's financial statements and assist the Board in fulfilling its fiduciary responsibilities.
7. Participate in CML Board training and develop the skills necessary to be an effective leader.
8. Serve in leadership positions and undertake committee and task force assignments willingly and enthusiastically.
9. Support and recognize the achievements of the Board, the Executive Director, and the CML staff.
10. Perform duties of Board membership responsibly, with energy and enthusiasm.
11. Bring good will and a sense of humor to Board deliberations.
12. Conduct yourself in personal and professional life in a manner that reflect well on CML and its leadership.
13. Disclose all conflicts of interest to the Board and Executive Director.
14. Serve CML as a whole while maintaining independence and objectivity, and act fairly, ethically, and with personal integrity.
15. Assist in identifying and recruiting strong candidates as new Board members.

Meeting expectations (from the CML website):

1. Attend CML Board monthly meetings in person, to the greatest extent possible, and the annual retreat. A vacancy will be created if an Executive Board Member misses three consecutive Board meetings held over any period of more than 60 days.
2. Prepare in advance and participate actively in Board meetings.
3. Attend district meetings for your district and other CML districts when possible.

4. Attend the CML Annual Conference.
5. Participate actively in Board and Committee discussions consistent with your knowledge, conscience and convictions.
6. Maintain confidentiality of Board executive sessions and protect from disclosure of private and confidential information.
7. Provide the President and Executive Director, when possible, at least 10 days' notice of any agenda item.

BUDGET / STAFF IMPACT: TbD based on associated travel costs.

RECOMMENDED ACTION OR PROPOSED MOTION:

Council to determine if they support Mayor Michael Underwood's request for endorsement to the CML Executive Board.

ATTACHMENT(S):

None



320 6th Avenue
PO Box 468
Ouray, Colorado 81427



CITY OF
OURAY
COLORADO

970.325.7211
Fax 970.325.7212
info@cityofouray.com

October 5, 2026

CML Nominating Committee
Colorado Municipal League
1144 Sherman Street
Denver, Colorado 80203

VIA EMAIL

Dear Committee Members:

The City Council for the City of Ouray, endorses the application of Mayor Michael Underwood, to be appointed to fill the vacancy on the Colorado Municipal League Executive Board in the small Municipality population category.

Sincerely,

Kevin Schiffer
Mayor Pro Tem
Ouray, Colorado



Future Agenda Items / Work Session Topics

- Ceremonial / Informational: 150th Anniversary (Kevin Bommer – CML) – October 19, 2026
- Discussion: Mineral Farms – October 19, 2026
- Discussion: In-Town Shuttle Service (Program Overview) – October 19, 2026
- Action: Ouray County Sheriff Contract – October 19, 2026
- Ordinance: City Lighting Code – TBD
- Discussion: Waterview Phase II (Paul Major – Rural Homes) – TBD
- Discussion (Ordinance): Bed & Breakfast / Lodging – TBD
- Discussion: Parking Plan – TBD
- Work Session: Ice Park Operations [Pump and Funding] – TBD
- Work Session: Ouray Hot Spring Fitness Center – TBD
- Work Session: Deed Restriction Template – TBD
- Work Session: 2027 / 2028 Vision for the City of Ouray – TBD

2027 Items / Topics

- Discussion: Wayfinding Way Forward – TBD
- Discussion: Tobacco Retail Licensing – TBD

The schedule of future agenda items and work session topics is provided for informational purposes only.
Dates, times, and topics are subject to change.

10/2/2026

Date: October 5, 2026
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: City Council Administration Report

Crystal Reservoir Conveyance Act

It's exciting that the Crystal Reservoir Conveyance Bill was unanimously approved by the Senate and has now moved back to the House of Representatives before hopefully making its way to the President's desk for signature and final approval. This effort is critical toward maintaining the City's water rights portfolio as well as to ensure a regional water source for support toward fire mitigation in the event of a wildfire. A special thanks to Senator Bennet, Senator Hickenlooper and Congressman Hurd for their efforts. More to come.

Residential EQR Declarations

As an update, the City has reviewed the current EQR designations vs the County Assessor's records and will be sending out notifications to properties that do not align with the correct designation. We discussed at a previous meeting the process the City will follow and the ability for property owners to request an inspection in the event the declaration is questioned. The updated EQR declarations will go into effect starting January 1, 2027.

Colorado Water Conservation Board

I had my first meeting with the Colorado Water Conservation Board to discuss the City's administration of the installation of the pump for the Ice Park's Our Water Our Future initiative. This is looking to be a relatively quick grant regarding timing – less than a year. The City will need to oversee the construction, cover liability, handle all invoicing for the project and then request reimbursement from the CWCB. I expect the City and OIPI staff to work together closely toward the successful completion of the grant and to ensure the City is fully refunded for all expenses incurred.

Initial FEMA Meeting – Gold Mountain Fire Public Assistance

I had a call with a representative from FEMA to begin the public assistance process. As part of the Gold Mountain Fire, the City incurred equipment costs (totaling less than \$5000) which could potentially be reimbursed through the public assistance program. We are now scheduled for a follow up meeting that will include Fire Chief Adam Kunz to review the equipment list and discuss next steps.

150th Celebration Concert

I am excited to volunteer for the Big Head Todd Concert taking place on October 3, 2026. As of the writing of this report, the concert has not yet taken place however I view this as a great opportunity to see the community come together and collectively celebrate the last 150 years of what has made the City of Ouray so great. Here's hoping for a great event – and a very special thanks to John Woods and the entire 150th Celebration as well as the City staff for making this happen!

10/1/26

Chief's Report

Wildland Task Force

Side by side and wildland skid unit has been purchased through donations. Awaiting delivery

Ambulance Bay Space and Department Facility Needs

The additional space would allow us to develop:

- A dedicated washer/extractor room for cleaning and maintaining firefighter protective gear.
- Additional FD office/ training workspace.
- Additional storage for equipment including our side by sides and supplies.
- Dedicated space that would help separate personnel and equipment from apparatus bay exhaust.

Moving the office functions out of the apparatus bays would improve the working environment for department members and help address safety concerns associated with vehicle exhaust exposure. Utilizing this additional space would be an important step toward improving our facility and moving the department closer to compliance with applicable NFPA standards and best practices.

Please keep in mind; At the current time, we are presently storing 2-side by sides, one truck, camper shell, 5 ladders, and exercise equipment outside in the weather. We have also been renting a storage unit to store 4th of July supplies and our 36 fire truck.

Ladder Truck Update

- Aerial is loaded and wiring is being modified/connected to the aerial
- Final painting will be done once operational
- PTO was found to have an internal failure
 - Producing metal
 - Stuck on all the time
 - Part is being sourced and I am waiting for the vendor to get back to me with an ETA
- Transmission shifting issue
 - We were able to duplicate the transmission shifting issue
 - Verified that when the truck Parking Brake is RELEASED first, the transmission WILL shift into drive every time and drive

- If the truck parking brake is SET and the transmission is placed in DRIVE it will NOT go into gear.
- Transmission will also go into NEUTRAL automatically when the park brake is SET
- Looking into the possibility of changing the programming to eliminate this "feature"
 - Thoughts??
 - Has this been something you or your crews have tested previously?
- 110v lighting on the body
 - Generator is found to only be producing 80vac and not the 110vac required
 - My tech is looking into this issue currently
- Transmission leaks
 - Working with the Vendor on how to handle this repair as they were just all over this transmission
- Cab interior is going back together with the Intercom system

Have sourced a 3rd party inspection company and will get their schedule as soon as I have an ETA on the PTO. Will advise as we move forward.

Training

2 including myself going to Telluride this month for HazMat Operations class. Telluride fire is not charging for the class itself.

We have purchased some additional exercise equipment and in the process of setting it up in our meeting room until we acquire additional space.



**Public Works September 2026 Update
Report for October 5th 2026 Meeting**

Water

- Water Usage Numbers for **August:**
 - Influent (Water from spring) – 42,157,496 Gallons
 - Effluent (Water to town) – 26,715,816 Gallons
 - Ouray Hydroplant – 312,855 Gallons
 - Mineral Farms – 128,400 Gallons
- Repaired a broken valve box that was discovered at the entrance to the pool parking lot by the concrete crew working on the RMS Project.
- Continued sampling source water per new CDPHE sampling scheduling. City staff will be sampling our source water twice a month for a year. Sampling requirements with CDPHE continue to expand and take up more of staff's time.
- Multiple locate requests for excavation work being done in the City Right of Way.
- Backflow Update – City staff continues to work on the organization of the backflow program and answering questions from the public. Currently at the end of August, we have received 77 test reports of passing devices giving the City a compliance ratio of 71.96%. CDPHE requires a compliance ratio of 90% by the end of the year.
- City staff continues to clean up dead trees around the water treatment facility.

Sewer

- Continue taking wastewater samples on a weekly basis. The new Wastewater Treatment Facility continues to stay in compliance with all of CDPHE permit standards.
- City staff continues to operate the new wastewater treatment facility on a daily basis. Daily rounds are completed along with process adjustments as needed.
- Preventative maintenance was performed on all UV banks. This requires the removal of all bulbs and cleaning by hand to ensure proper disinfection.
- The air conditioning unit in the MCC room failed. City staff was able to troubleshoot the issue and made the repair.
- Staff processed approximately 35,000 gallons of wastewater from our digesters. This is approximately one 20 yard dumpster of bio solids.

Streets/Miscellaneous

- The Geothermal Line Replacement Project started on Monday August 17th 2026. Williams's construction has completed the pipe installation in front on the hot springs pool. We found numerous abandoned utilities while excavating the trench. Asphalt work to repair the track is scheduled for Friday October 3rd. Concrete abutments have been poured on both sides of the river, the bridge for the pipe crossing is scheduled to be installed the week of October 5th. The contractor has now moved to the south end of the project and has begun excavation on Mr. Jacobson's property. We are uncovering things in the ground there as well and continue to make field adjustments as necessary.
- The Ouray RMS Project started on Monday September 14th 2026. Crews have poured concrete sidewalks and caissons on both the North and South sides of town. They should be done with all concrete work the week of October 5th. Crews will start installing the pedestrian crossing signals and signs the week of October 5th. If the weather holds crews will begin asphalt work the week of October 12th along with the installation of the guardrail at the horseshoe.
- Cleaned intersections along Highway 550 after rain events.
- Graded roads, alleys and pool parking lot as needed.
- Assisted the Sheriff's Office with the delivery of two radar trailers.



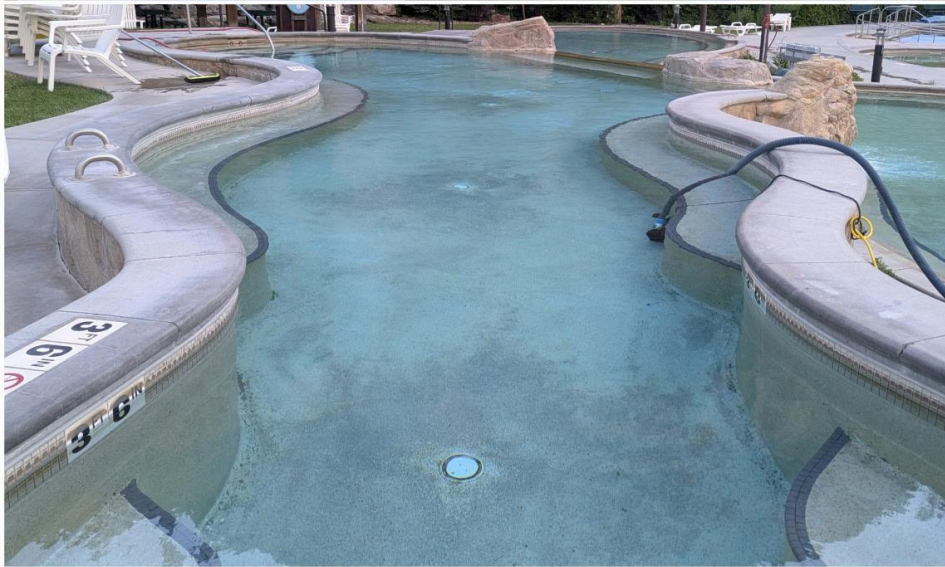
Ouray Pool and Fitness Center

Customer Service Update. - Over the last year we have brought our membership turn around time from 2-3 weeks down to daily. Our goal now is to be able to deliver membership on request in real time. The challenges here include complicated software and training. Our Recreation Supervisor is working with our Customer Service Associate staff to implement membership transitions at the front desk. The goal here is to have all of our CSA staff able to process a membership at the front desk when patrons ask by the end of November. Additionally we are overhauling our financial controls and cash handling to increase accountability and accuracy. Thanks and kudos to the finance team for their support here.

Gym Update – During the council last discussion around the 333 6th avenue building, council gave direction to staff to explore selling the property. This eliminates the possibility of our identified and directed short term solution to the gym structure challenges. In response Ouray Parks and recreation is now focusing entirely on the existing buildings replacement or repair. This means the issue of free weights in the gym will likely take longer than expected. Parks hopes that we will see program volunteers who are willing to help folks with physical fitness so we can implement pop up work out clinics and offer improved service that way. If you are a fitness expert willing to help put together pop up fitness clinics please sign up via our call for program leaders. (Flyer included in the Packet)

Overlook Pool Resurfacing – On the week of September 14th the pool was closed so we could resurface the Overlook. The following week we opened with increased temperatures in the hot pool and the overlook closed. We offered half off to patrons during this time. The project was complete on time, on budget and with a high degree of quality despite the challenging weather conditions. Below is a before and after photo.







Parks Financial Update

	Pool Revenue Total	Pool Admissions Revenue	Box Cañon Attendance Revenue	Total Box Cañon Revenue
September 2025	\$299,792.30	\$241,102.20	\$84,729.00	\$97,540.88
September 2026	\$221,411.50	\$179,362.20	\$103,075.00	\$113,522.50
YTD 2025 (10/2/2026)	\$2,902,635.12	\$2,164,903. 30	\$482,411.50	\$648,512.59
YTD 2026 (10/2/2026)	\$2,625,508.09	\$1,983,361. 60	\$467,456.00	\$636,683.95

Park Operations

Ice Rink – The park operations team has worked hard to reinforce the walls, grade and compact the surface, repair with a reflective white and otherwise improve the ice rink for the coming season. With the weather this month it has been interrupted repeatedly, but the parks team persevered and is largely complete. Some details still remain, but we are ahead of last year's schedule by about 2 weeks.

Lee's Ski Hill - The parks team has worked on the annual maintenance including trimming down the ski hill, adjusting the rope, installed the new state required signage and scheduled/ prepared for our annual tramway inspection. We are about 80% done with the requirements to open at this time.

Restroom Tracking - Parks has been working on tracking the labor and material costs associated with each restroom this season. As our data starts to take shape we realize how expensive each facility is. The citizen state bank restroom being the most expensive of these facilities. The contract for this restroom expires next year and since our department has added restrooms since this facility was contracted to us for maintenance, Parks will be recommending that we discontinue the city's commitment to this facility. More information will be provided soon.

Ouray Parks and Recreation Priority Survey

So far the Parks priority survey has received about 100 participants. This survey is intended to help the Parks and Recreation department, PARC Committee and our elected officials understand the public's priorities regarding parks. Attached is the current results of the Parks survey, this will close October 12th

TAKE THE SURVEY HERE!



Call for Program Leaders – The Parks Department is seeking community members with special skills or hobbies who are interested in leading public programs. We are looking for individuals willing to volunteer their time and expertise to lead programs in an effort to expand our program offerings with minimal overhead costs. Empowering qualified residents to lead public programs will support community interests, strengthen community connections, and provide healthy recreational opportunities. We encourage artists, musicians, athletes, and individuals with a wide range of expertise to apply. The City will provide facilities, operational support, and marketing support to qualified program leaders following an interview process. See the attached flyer for details.

Ouray Parks Priority Survey

100 responses

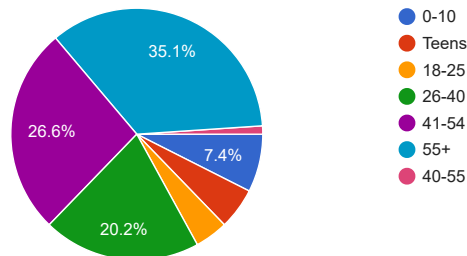
[Publish analytics](#)

City of Ouray Parks and Recreation

What age group do you represent?

[Copy chart](#)

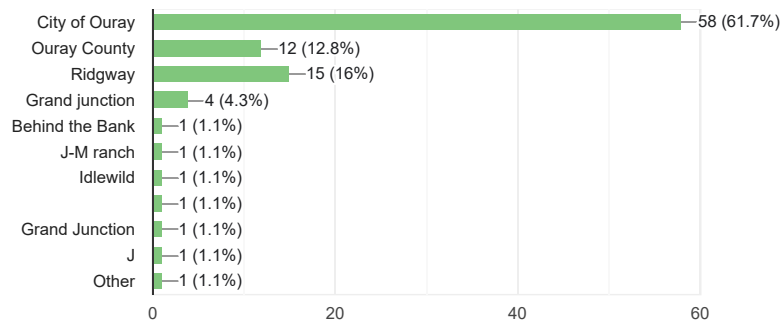
94 responses



What part of Ouray County do you live in?

[Copy chart](#)

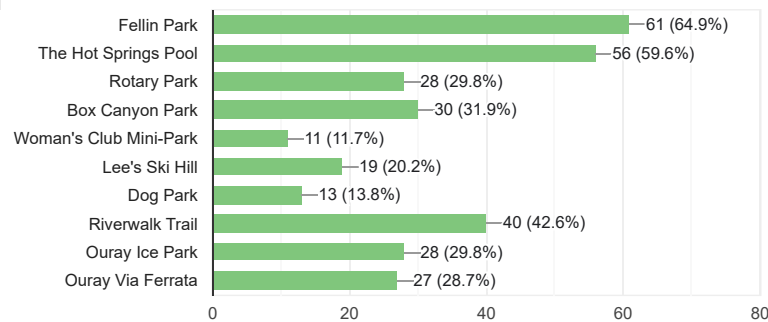
94 responses



Which parks are most important to you? Pick two or three.

[Copy chart](#)

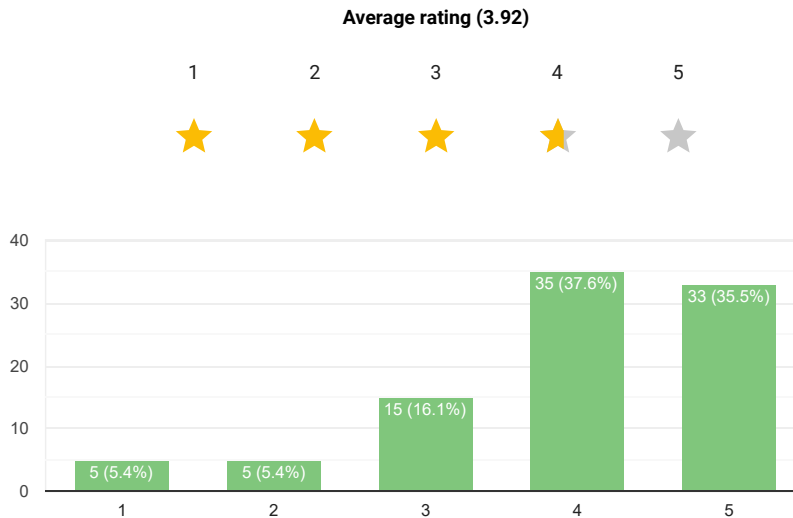
94 responses



Overall, how satisfied are you with the services provided by the Ouray Parks and Recreation system?

[Copy chart](#)

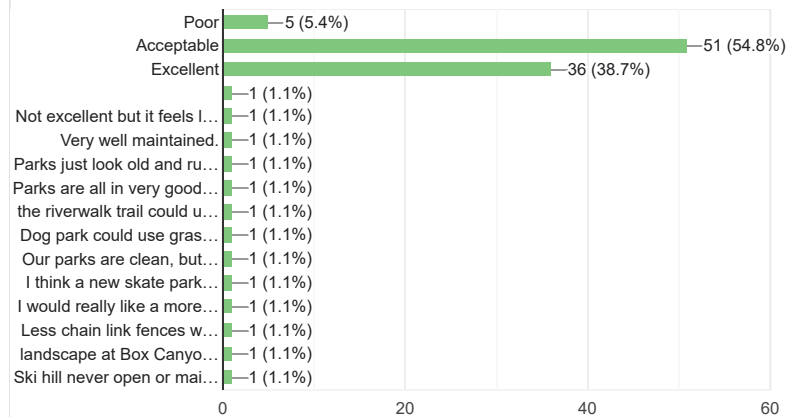
93 responses



How would you describe the condition of our parks? Use the "other" option to make suggestions about specific parks.

[Copy chart](#)

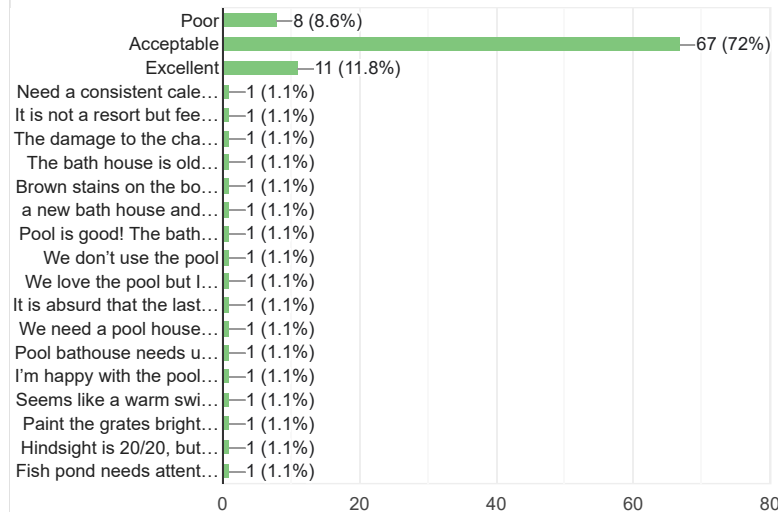
93 responses



How would you describe the condition of the pool? Use the "other" option to make suggestions.

[Copy chart](#)

93 responses



What activities would you like to see the pool accommodate?

71 responses

Yes

Cost less for locals. We go to Montrose rec center because we can't afford a pass.

N/A

Live music

Hydrotherapy in 90 degree or better water regularly

Time set aside in Activity pool or wherever 4-5 foot depth is possible for Water Walking.

Adult swim lessons. Maybe these already exist. If so it's not well advertised/easy to find.

more slider

Workout classes not just for seniors

Youth, tourism, and the nice hot pools.

A real gym that actually gets cleaned, with real equipment that isn't falling apart.

I don't use the pool

Larger workout areas including a group aerobic/stretching and dance room.

Soaking and swimming

I'm not completely sure of

Fitness center, a bath house that is not a hazard to navigate

Adult swim time, more designated adult areas, group swim lessons, water aerobics, swim team, organized game time for children, etc.

Family

Better gym

None

More classes or activities

Swim team!

Might be fun to have theme day or pool olympics!

Consistent aqua aerobics program

A taller climbing wall over the water. Diving boards of multiple heights.

Volleyball

Later hours

Loss of the weights has been difficult for our family. Also a sauna or steam room would be very nice.

More events.

It does a great job. Dont think closing the Shallow Pool in shoulder/winter season is good idea. Need it open for the kids.

A senior exercise class or program ❤️



It's NOT THE pool. It's the pool and GYM! BRING back the IRON and stop bullshitting US

NA

free weights

Lowering the pool temperature in the shallow pool for the summer months. There's nowhere to take little kids swimming that isn't hot water. 93 degrees is too hot when it's 90 degrees outside. Thanks for taking my message into consideration!

Love, a Ouray Local

More local appreciation days

Swimming lessons, fitness classes.

Bring back the big Wibbit

Sueing the Engineer and Contractor for failure to properly engineer the pool: it's a money pit!

A swim team!

Events at the pool would be great!

Functioning gym/weight room, expand fish pond

I gave up on the pool after it's failure to maintain good temperatures and the recent changes to the gym.

gym

All the current activities serve the residents and visitors well!

Swimming lessons, locals days, holiday events (Easter, Christmas, Halloween, etc). The members only hours are incredibly appreciated and valued!

Stop costing the city hundreds of thousands of dollars.

Montrose area admission reduction

Activities are fine

Longer hours for early lap swimming

Weight room with free weights

Weights!!!

Locals to ridgway

Music events

Doggy Day

Water aerobics and swimming lessons.

A better gym

Nothing comes to mind

Swim team

Kayak roll classes, swimming lessons for adults

Late night adults only

I would love to have an early morning soak available, maybe once a week.



Aquatic, fitness activities

Open later in winter. 8 pm is early.

Naked senior soak...lol. Just kidding

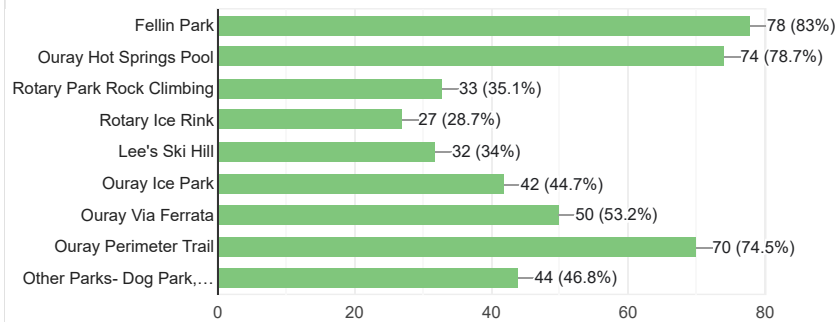
Orvis is right down the road

It's not about activities, clean locker rooms a better gym, and the fish pond needs attention

Swim team, Masters swim team,

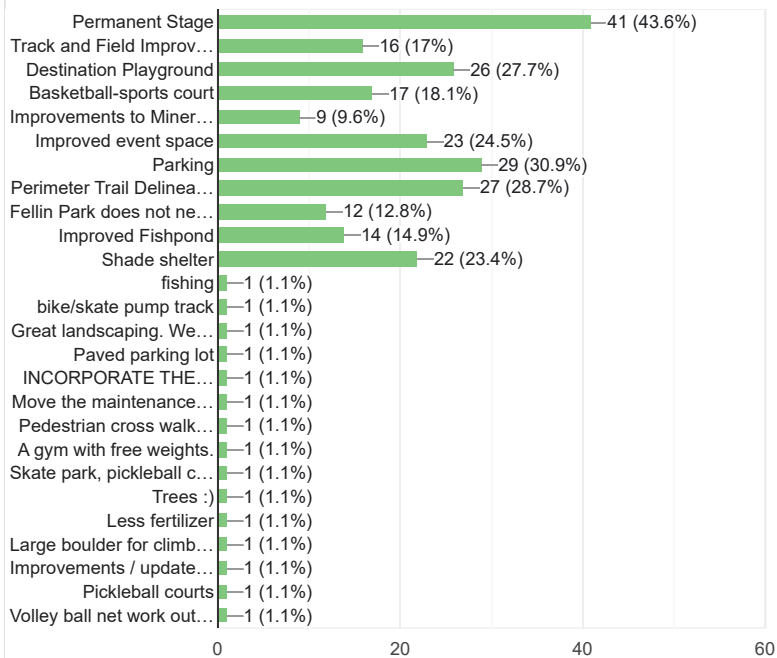
What Ouray facilities do you use for recreation? Pick all of the ones you use. [Copy chart](#)

94 responses



What new amenities would you like to see at **Fellin Park**? Pick two or three. [Copy chart](#)

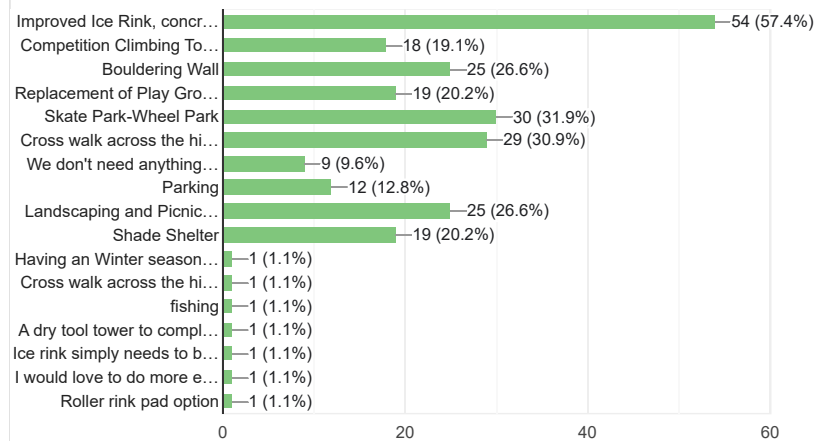
94 responses



What new amenities would you like to see at **Rotary Park**? Pick 2 or 3.

[Copy chart](#)

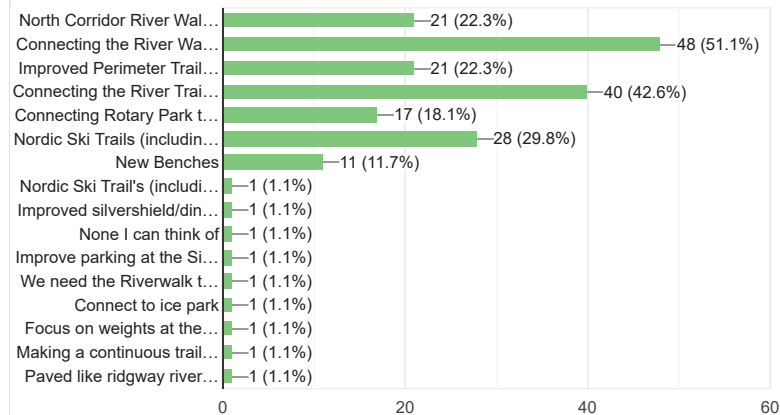
94 responses



Trails improvements. Pick one or two.

[Copy chart](#)

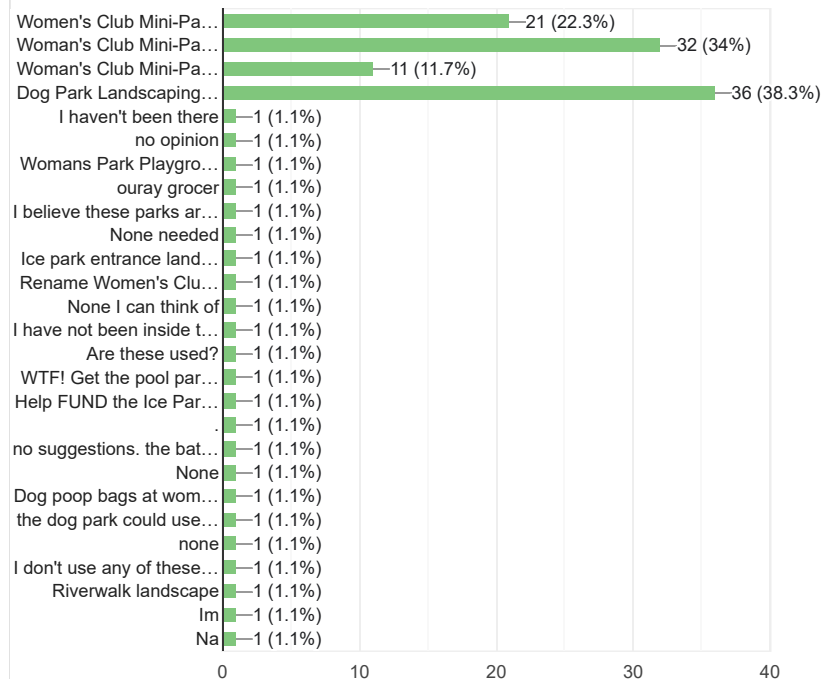
94 responses



Neighborhood Parks improvements. Pick one or two.

[Copy chart](#)

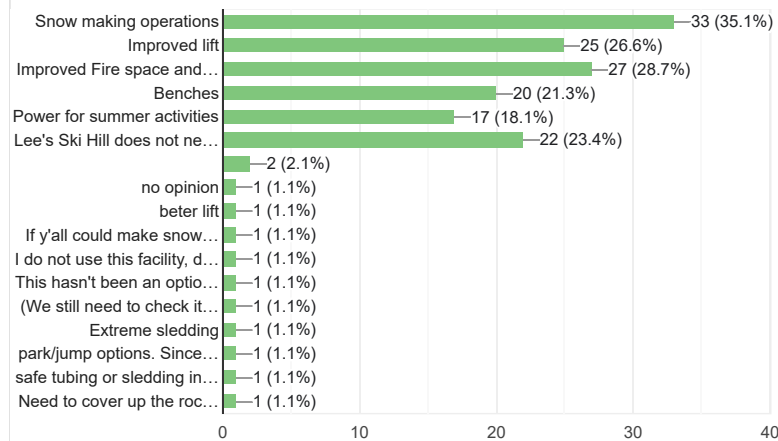
94 responses



What new amenities would you like to see at Lee's Ski Hill? Pick two.

[Copy chart](#)

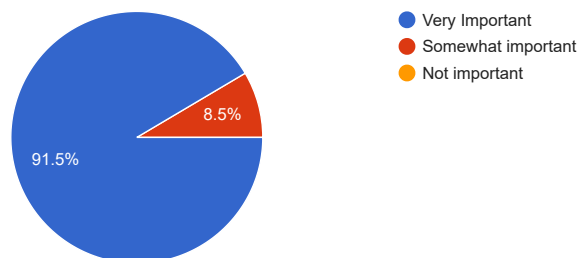
94 responses



How important do you think the Ouray Parks and Recreation System is to the quality of life in Ouray?

[Copy chart](#)

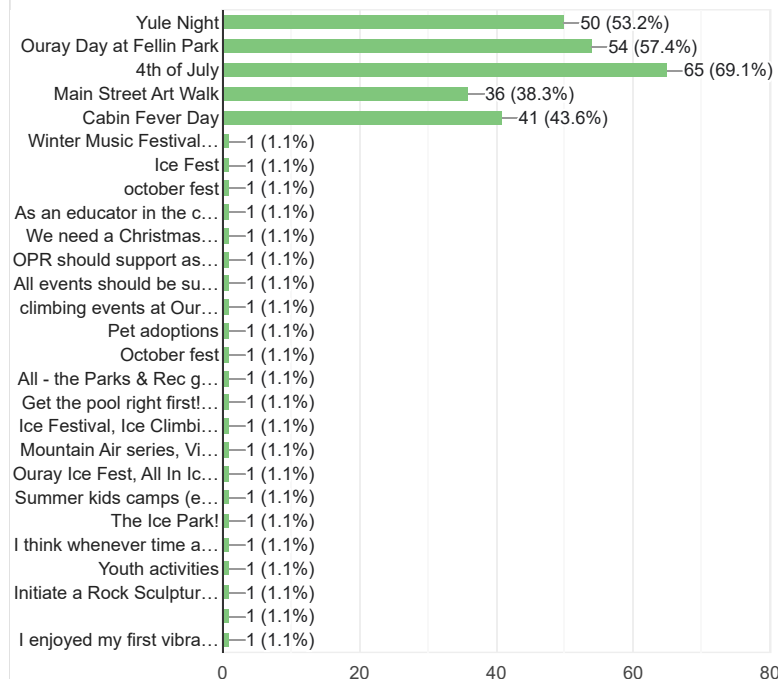
94 responses



What Events should the Parks and Recreation System support? Use the "other" option to make suggestions for events.

[Copy chart](#)

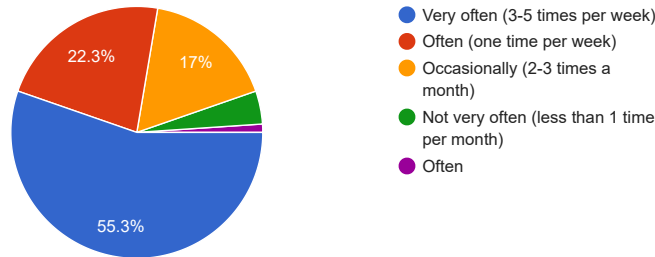
94 responses



How often do you visit a park space in Ouray?

[Copy chart](#)

94 responses

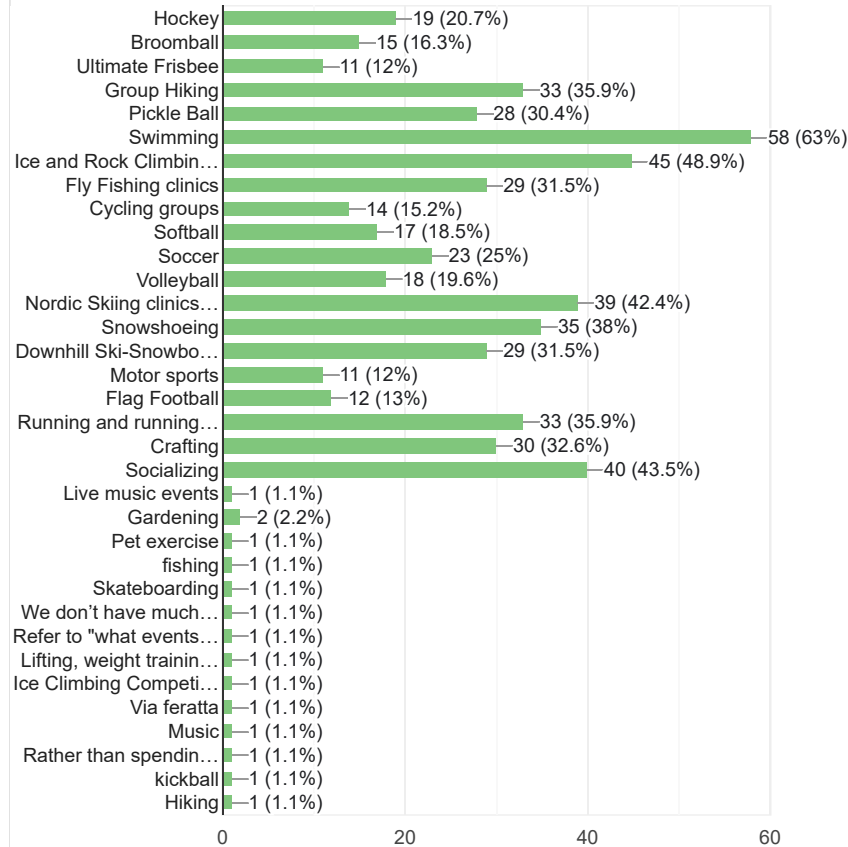


What types of **activities** would you or your family participate in?

[Copy chart](#)

Pick as many as you want.

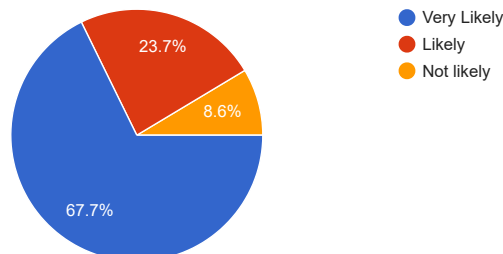
92 responses



How likely are you to recommend someone to take advantage of Parks and Recreation Programs?

[Copy chart](#)

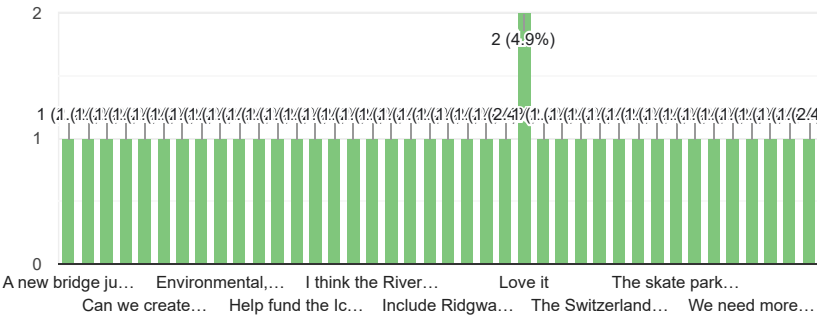
93 responses



What other ideas would you like to share?

 Copy chart

41 responses



What do you think would be the best Parks and Recreation improvement the City could make in the next 5 years?

64 responses

River trail

Ice Rink please

Permanent stage

Stage and a covered picnic space that can be reserved for special occasions.

improve rotary park

Replace the Hot Springs Bath House

limit parking and improve the bathhouse

That's a hard one. Connecting the river trail to box canyon could extend the typical tourism traffic west. Perhaps it would spread it out a little. Give people a new area to explore.

skate park and fishing pond

Connecting the river trail to the hot springs/Fellin park would be amazing for community members and tourism traveling into town from the North end. As you know the rock & ice climbing in the community is world class. A dry tooling area for ice climbers to use outside of ice park hours would be phenomenal. I haven't met the guy in Ridgway that is pushing for the development of a bike pump track but I believe a pump track/skate park would just be one more thing that visitors would find as an attraction.

Take care of what you already have in a timely manner.

More trees and flowers and rock paths.

Pave the parking lot at the pool, move the city maintenance offices and equipment that are located on prime access to the river corridor and pool parking lot to make the river areas more appealing since the river corridor through town is a unique feature and is an under utilized part of Ouray.

More parking at Fellin park

A better ski hill.

Proper funding, adequate staffing, fully embracing recreation as an economic driver, improving assets that we have, removing old remnants that are useless in parks (clean up the old)

Currently, the City of Ouray offers zero municipal summer camps or after-school programs for local families, youth and visiting families. Families must either outsource childcare to neighboring towns or rely on expensive, limited private options like Telluride Academy (who brings their campers to Ouray). Creating a full-time and year-round position provides the department with the dedicated hours needed to design, launch, and manage affordable, city-run youth programs using our existing public assets like Fellin Park, the Hot Springs Pool, and the Community Center. A full-time position will pay for itself by converting a massive community deficit into a steady, localized revenue stream for the city via program registration fees. This is a cost-effective, long-overdue investment in our local families and community infrastructure.

Covered ice rink

Increase access to people with disabilities.

Competition climbing/bouldering

consistent support and promotion of all city parks; addition of programming to meet a variety of demographics - create facilities that are a community hub for all ages

Parking- I hope it would help support the free in-town shuttle. A parking area where they are able to park and get a ride into town.



Increased children's supervised activities

Permanent stage. Grass for the dogs. Bike park and skate park.

Make sure the pool has enough hot water

Improve rotary and Fellin parks. These parks would benefit the locals and visitors for most of the year

Ice rink improvements and playground upgrade to fellin park

High-end Bath house to bring in tourists for the pool (to stay competitive with the rest of Colorado the pool facility needs to be high end). Refocusing on the River - all great little mountain towns use there River as a scenic attraction - Especially for walking paths.

Take care of what we've got and honor our fair expectations of truth from city leaders. Condemning the weight room as unsafe and unredeemable is blatent BS. Bring back the iron and start earning back our trust.

Safer crosswalks for park and trail access

Improvement of Rotary Park

Improved pool bath house and gym.

Rotary Park Ice Rink with Roof and paved parking

Funding the Ice Park, combining it with the Via Ferrata (Unc Gorge Park).

My most radical idea for Ouray is that we should redirect the highway underground and turn most of Main Street into a grassy area with brick walkways and trees, a "walking mall" similar to the one in Charlottesville Virginia. I understand this would cost one trillion dollars and take twenty years, but it would be very neat and it would dramatically alter the vibe of the city for the better.

Get the Perimeter Trail off the big gravel road switchback on the west side

Plop some big boulders on the flat areas on the river loop for climbers to boulder on.

Continuing to improve.

Upgrade pool bathhouse and gym

Playgrounds!!!

Fund the ice park.

New kids playground

The playground at Fellin and bike ramps/skateboard park.

Besides the pool building, a better playground at fellin park

Add a competition climbing tower to rotary park

Continue to build the kids' programming! It's been great this summer.

Improve the hot springs gym

Better perimeter trail maintenance

Fellin park Playground improvement's, Field reconditioning, Pool house replacement, Fishpond Reconditioning

Keep Zack.

The gym and take over the ice park!



Aesthetic updates to Fellin Park (black chain link if chain link is the only option). Create better connectivity between RiverWalk / Fellin Park

A raised permanent stage for concerts

Motorcycle parking

Ban electric bikes from river walks

Probably updating the poolhouse and/or a stage at Fellin Park

Parking and public restrooms

connecting the River Walk from Box Canyon to its current ending spot

Improve the riverwalk landscape and accessibility; build a stage, develop a bike path connecting the parks, crosswalk on 550 for perimeter and rotary to riverwalk

See above. Maybe expanding the walking trail. A few more electronic music events.

Developing rotary park, tons of potential there.

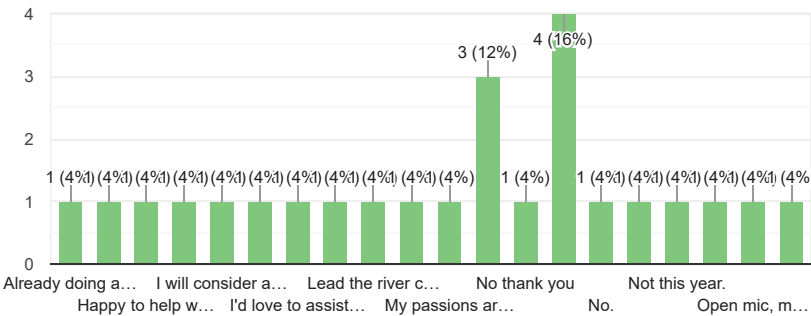
A pool house with a nice gym/rec center

New pool house

Would you like to lead a parks program? If yes, please leave a contact and your idea for a program.

 Copy chart

25 responses



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CALL FOR PROGRAM LEADERS

INTERESTED IN SHARING A SKILL OR HOBBY?

The Ouray Parks and Recreation Department is building new programs and we're looking for community members to lead or assist with classes and activities.



ANYTHING GOES!

Whether your passion is outdoor recreation, arts and crafts, games, science, photography, music, or another passion, we'd love to hear from you.



SIGN UP OR GET MORE INFO!



970-318-1003



seanhart@cityofouray.com



tinyurl.com/ourayprogramleaders



CITY OF
OURAY
PARKS AND RECREATION



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VisitOuray.com 

Marketing & Communications Director

Website

- Added the Tour Receptive Incentive Program to the partners page
- Updated the Ouray Business Partners Page

Placemaking Program

- Met with Mission 2 Market to review our agenda for the workshop on October 7, 2026

Backcountry Committee

- Have not met since my return

Newsletters

- October Business Newsletter

Business Assistance/ Collaborations

- None at this time

Tourism Advisory Committee

- Attended the September committee meeting
- Working with the committee to distribute information to lodgers and guide services
- Reviewed the 2027 Proposed Tourism Budget
- Discussed stance on fireworks – they submit a letter to the City Council encouraging looking at other evening shows to replace the fireworks
- Discussed stance on grant opportunities to still be included in the 2027 budget
- Members Jen D and Kim S have distributed business informational flyers to the lodgers in Ouray (thank you)



Marketing & Communications Director

Media

- Working with a writer from Aspen Times to host for a story
- Arranging a stay with videography/ story teller in February for a video story on Ouray and content
- Caught up on seeing all of the publications we have been in (aside from mentions surrounding the fire). Since June 19 (when I left for leave), we have been in 23 stories/ magazines with reports from two of them that the media value was \$24,336 and \$47,800.

Marketing

- Created our plan for the rest of 2026 on what we are marketing, when we will start, and how much money towards them
- Created Meta Ads for "spooky season" to run on Facebook and Instagram
- Created Google campaign for "spooky season"
- 50% off posts for hot springs with boost to western slope
- Created the hot springs pass promotion document
- Stay Two Nights, Get Third Night Free promotion out reach has started. Signed up so far are: The Western Hotel,
- Tour Receptive Incentive Program is new and we have Mountain Trip signing up with both Rocky Mountain Holiday Tours and America 4 You
- Starting the marketing for Halloween event

Events

- Transferred the events calendar feedback form to survey monkey
- Met with staff to plan for Halloween
- Met with staff to start planning for Yule Day





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Marketing & Communications Director

Social

- Met with Mindtrip for review of our analytics year-to-date (we are well above our industry for performance thanks to EmmaGrace)
- Created six reels for fall/ spooky season
- Created one mindtrip itinerary/ guide for ghost tour
- Created one mindtrip itinerary/ guide for best fall things to do
- Created one mindtrip itinerary/ guide for Mountains and Canyons, a road trip itinerary for Colorado and Arizona including Ouray
- Created one mindtrip itinerary/ guide for Follow the stars, a road trip itinerary for Utah, Arizona, Colorado including Ouray
- Posted in the Ouray Business Bulletin Facebook Group all of our programs we are offering this fall/ winter
- Shared out information for the budget work session
- Created materials for Halloween

Main Street Manager

- Met with Yiftee Gift Card to see how to move forward with them
- Created a Main Street Flyer with the opportunities they have through the City/ Tourism Department
- Met with facilitator for our Main Street workshop that will be at the end of October or early November

Non-Project Based Updates

- Met with the Viper Club that we booked before I left for maternity leave, had dinner with them and met them in the morning for a good-bye send off
- Submitted the 2026 budget forecast
- Phone directory for the hot springs pool
- Submitted 2027 budget for review
- Attended the International Promotions Committee Meeting





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Media Manager

City Communications

- City Council agenda notice X2
- Filmed and edited Mayor's City Council updated X2
- City Newsletter for October
- Published notice of rescinded stage 2, and reinstated stage 1 fire restrictions
- Shared Volunteer Fire Department Event for 9/11
- Wrote and distributed crosswalk project announcement starting Sept. 14 on social media, City website, City newsletter, and staff email
- Meeting with Parks and Rec Director and shuttle service provider to discuss options for reducing price and improving marketing of shuttle
- Applied shuttle stop time stickers to shuttle signs
- Updated City and Visit Website pages about public land closures regarding the Gold Mountain Fire and the updated fire restrictions
- Cancelled SMS Marketing option for our City Newsletter (we were spending \$10/month)
- Created a fillable form for Travel Requests
- Shared notice of rescinded fire restrictions

Committees

- Met with 150th Committee Members to identify photos from events throughout the year to publish in a newspaper ad, edited and shared those full-res photos with the committee
- Updated Gala and Concert Meta campaigns with \$500 each through Sept.
- Created new organic post with historical photos to market the 150th Gala
- Edited reel to promote 150th concert
- Managed communication between 150th Committee and staff to figure out how to handle ticket processing prior to an at door of Gala event
- Published multiple organic Meta ads and reminders about the Oct. 2 & 3 events
- Photographed Yard of the Month Winner for Sept.
- Shared Yard of the month nomination notice and August's Yard of the Month

Website

- Added option to edit the top alert bar on the City website
- Took a webinar to understand the new Revize builder platform
- Moved files out of Public record files into new document retention system and linked others to requisite webpages
- Followup meeting with Kailey and Becca to figure out delegation of responsibilities for public documents organization





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Media Manager

Visit Ouray

- Visitor newsletter for October
- Added pop-up to Visit website explaining the in-town shuttle
- Shared images of industry and landscapes around Ouray for Region 10's Comprehensive Economic Development Strategy (CEDS)
- Meeting with trail-building and planning company about feasibility of purpose-built bike trails in the Ouray area to help diversity tourism economy
- Shared a press release with Colorado Media about the newly renovated St. Elmo Hotel
- Meeting with AFAR magazine to discuss ways to elevate Ouray's market and options for marketing on their platforms. Shared press release about St. Elmo with them as well.
- Meeting to discuss predicted 2026 budget and proposed 2027 budget for the Tourism Department
- Coordinated an interview to cover St. Elmo in Aspen Life magazine
- Meeting to create a plan for fall marketing campaigns and budgets
- Meeting with Ouray Ice Park Executive Director and Events Manager to discuss opportunities to collaborate and new news to share with media
- Had dinner at St. Elmo with writer/editor for AAA magazine writing a story about a SW Colorado roadtrip
- Shared Images of St. Elmo renovations for an article in Peak Modern Luxury Magazine
- Coordinated media visit of St. Elmo for Aspen Life magazine and Mountain Life Magazine
- Attended CTO Governor's Conference in Breckenridge and learned about marketing to niche audiences, making content go further, adjusting to climate change, making websites more searchable by AI, and more.

Hot Springs

- Reinstated Winter Ouray Hot Springs Ad with new images through December
- Responded to 1-star reviews with accurate information
- Updated social profiles with Sept. 14-21 closure
- Added Teen Takeover to community calendar and facebook event
- Sent newsletter to gym members about parking during hot springs maintenance
- Meeting with Recreation Supervisor to plan a hot springs membership drive
- Edited and posted a video showcasing overlook reshelling work
- Responded to questions about when the pool would reopen
- Coordinated with pool staff to write a detailed comment to address some of the common questions about the pool maintenance projects
- Created a Hot Springs newsletter to update members on maintenance projects, upcoming events, and membership opportunities
- Edited Reel showcasing the popular water aerobics program



Media Manager

Parks and Recreation

- Updated hours for Box Canyon and Hot Springs on requisite web pages
- Posted to Parks Page about updated Box Canyon Hours
- Shared and boosted link to Ouray Parks Survey
- Scheduled social media notices for Geology Tour
- Updated the parks reservations form so that it was available to anyone (it was restricted for some reason)
- Edited and distributed two reels to solicit applicants to be program leaders
- Advertised for non-profit events that Parks Dept. is supporting on social media and community calendar
- Created and scheduled Via Ferrata social media content through October

Photo/ Video Capture

- Geothermal line replacement work
- Overlook pool resurfacing work
- Fall colors on Red Mountain Pass

Grants

- Solidified invite list for Strategic Placemaking Plan Workshop and sent out 30+ invites to community stakeholders
- Met with Tera, Community Initiatives Manager for Ridgway, to discuss plan for applying to CTO's Destination Mentorship Program as a combined destination to share our visitor experience assets
- Met with Mission 2 Market to understand the plan for the Placemaking Workshop and offer feedback

Paid Campaigns

- \$840 on Meta for Winter Hot Springs Visitation through December
- \$1000 on Google for Winter Hot Springs Visitation through December
- \$1170 print ad with Colorado Life Magazine for Hot Springs Sept.-Dec.

Community Calendar

- Collaborated with calendar team to develop survey to understand user adoption and functionality of the community events calendar
- Edited calendar survey and helped EmmaGrace implement feedback
- Added calendar newsletter contacts to our Constant Contact newsletter platform and built a newsletter to distribute calendar survey
- Reviewed alternative calendar platforms that may make it easier and less expensive to have a community-wide calendar



Guest Services Manager

Visitor Center Data

- Show below is data from 2025 full month and 2026, up to the report due date.
 - 2025 Visitor Count: 4050 | 2026 Visitor Count: 3534
 - 2025 Phone Count: 227 | 2026 Phone Count: 395
 - 2025 Mail Count: 88 | 2026 Mail Count: 105

Gift Shop

- Reordered OHV stickers
 - Inventoried and updated in POS system
- Reordered trucker hats

Do Ouray Right

- Emailed guests about volunteering with us
- Entered data from tabling
- Created new program stats for tallying
- Assisted volunteer with table setup at Ice Park
- Wrote statement for Travel Management Rule NOI, Docket FS-2026-0100
- Scheduled DOR booth shifts for last quarter

Visitor Center Staff

Note: All staff and active volunteers tally Visitor Center data, restock rack cards & magazines, restock water and cookies for visitors, make & return calls, write out Visitor guides for mailing, restock hiking paper maps, refill exterior rack displays & refresh events bulletin board.

- Coordinated September & Oct funtivity
- Inventoried trucker hats
- Gave old hiking trail maps to Ouray Trail Group
- Organized October staff meeting

Visitor Center

- Worked on Million Dollar Highway Brochure
- Delivered in-town shuttle rack cards to lodging businesses
- Entered Visitor Data on spreadsheet
- Calculated best day to close VC for winter hours (Wednesday's starting in 2027)
- Requested Official CO Magazines restock
- Requested Box Cañon rack cards
- Entered Visitor data



Guest Services Manager

Meetings

- Met with AlpenGlow Alliance about the Ouray Ridgway Events Calendar
- 2026–2027 Budget review
- Drafted October Meeting
- Joined monthly MindTrip Analytics meeting
- Discussed Halloween Events & Schedule with Tourism dept & Parks Dept.
- Attended 2026 Visitor Services Summit & 2026 Governor's Conference
- Joined Yule Day and Halloween Discussion meeting
- Joined Soren on AI visibility and OHV grant

Concierge Program

- Contacted Faith to update Destination Learning Labs for Ouray
- Purchased Gift Cards
 - The Outlaw & Mouse's Chocolates for winners
- Delivered Concierge Winner Package to O'Toys

Ouray Ridgway Calendar

- Collaborated with Brooke to finalize the Ouray Ridgway Survey
- Edited events on Localist to meet guidelines
- Checked pending list for publishing events
- Helped Ouray School add sports events
- Submitted request to Localist IT on RSS Feeds with Wright Opera House
 - Conducted extensive research & experimentation on their RSS feed internal code
- Reviewed Wright Opera House observations report & feedback on the calendar
- Removed Wright Opera House RSS feed
- Sent feedback for Event Organizer Newsletter
- Added featured events as weekly spotlight to weekly newsletter
- Developed action plan for Wright Opera House on calendar improvements
- Added Beaumont Hotel as a Group
- Added Beaumont guided tour event
- Submitted question about scheduling events bulletin on a different day as events were listed
 - Looking to add events for the next day after bulletin is sent instead of on the same day
- Made QR flyer for survey to share

Visit Ouray Website

- Added Miner's Cafe on Restaurant Page
- Wrote end date for in-town shuttle on promotional pop-up
- Removed Ouray Lotus Mountain Suites under lodging(inactive)
- Added no reservations needed to Box Cañon & Ouray Hot Springs
 - Moved discounts section further up
- Added Disclaimer, sample prompt, and chat header text for MindTrip usage
- Added tags to MindTrip Guides





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Guest Services Manager

Visit Ouray Website

- Edited & Troubleshoot MindTrip buttons under Fall Page
- Added Fall Guide to fall page
- Updated Capitalization on Ouray Concierge Program
- Added 2 MindTrip Guides to pages
 - WebCams
 - Scenic Drives

Misc

- Helped brainstorm media captions
- Drafted Developer Theming Notes for 2027–2028
- Completed October staff scheduling & confirmed end of September shifts
- Submitted Historical Hot Springs loop corrections
 - Orvis Hot Springs link is still visible
 - Updated for higher-quality photos
- Updated Business Listings spreadsheet
- Proofread business newsletter
- Emailed businesses for updates
 - Halloween & Yule Day participation
 - Winter operations hours
 - Special Sales/ holiday dinners
 - Small Business Saturday
 - Scavenger Hunt for 2027
 - Joining the business newsletter
 - Hot Springs Pass program
 - Winter Promotion program
 - New Tour Receptive incentive Program

Main Street Committee

- Attended Main Street Community Evaluation Platform Orientation
- Attended Main Street Community conversation monthly meeting
- Booked an in-person meeting for October
- Sent monthly email & updates for summer responsibilities
- Printed out worksheets for members
- Reviewed City Strategic plan(2021)
- Reviewed Main Street Strategic Plan
- Attended COMS check-in meeting
- Updated Quarterly Report





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Guest Services Manager

Main Street Committee

- Printed & uploaded Main Street data
- 8-point visual checklist
- Community Capital
- Business Survey
- Drafted October Meeting Agenda
- Planned Strategic Planning day
- Helped complete summer homework
 - 8th-7th block worksheets
- Submitted Main Street of the Year application
- Added new interested member to monthly meetings with Sally- St. Elmo
- Shared information with Michelle- Blue Pear for seeking interest in joining
- Sent email to Committee to prepare for first in-person meeting after the summer (woohoo!)



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Mayoral Report: October 05, 2026

September 24, 2026: Attended the Ouray Chamber of Commerce sponsored community event, held at the home of Isabella and Willem Geyer. This was a welcomed opportunity for those of us with interest to gather, communicate community related concerns, and share personal experiences of relative interest to all. Beth Edwards presented an update of her awareness of the business climate of Ouray. Several people then gave testimonials of their own overall life in Ouray, as related to the unique quality of life here.

September 30, 2026: Attended the District 10 CML meeting in Delta. There were approximately twenty-five attendees, including two members of CML staff. Each community represented gave updates on their respective communities. My update was inclusive of all that was important, in terms of City progress. Once again, our City maintains a relational increase in most areas of community projects that have major importance to residents and visitors alike. Our CML Board president gave updates on all activities ongoing in CML, and legislative issues relative to CML concerns.

This concludes my report.

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Jenny's Council Report for 9/20/26-10/4/26

9/21 I prepared for the Home Trust Board meeting

9/22 Home Trust Board meeting. Lots of updates from directors and updates on projects. Last Riverwalk details are being finalized. They should break ground in early December.

9/28 Main Street Committee homework. I met with businesses on Main Street to discuss the east side of the block between 6th and 7th in preparation for our upcoming meeting on Oct 12.

9/30 Budget work session with council and staff

10/2 Ouray Gala at the Beaumont

