

AGENDA
OURAY CITY COUNCIL
320 6th Avenue – Community Center MASSARD ROOM
TUESDAY, January 21, 2020
Regular Meeting – 6pm

- 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.
- Action may be taken on any agenda item
- Notice is hereby given that a majority or quorum of the Planning Commission, Community Development Committee, Beautification 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. PUBLIC HEARING
 - a. Consideration of Ordinance 01, Series 2020 – Modifying Council Meeting Times [Page 34](#)
 - b. Consideration of a PUD amendment to (1) allow for a rear addition to the building on the Property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing; 740 Main Street, Lot 13, Block 9, City of Ouray [Page 36](#)
5. CEREMONIAL/INFORMATIONAL – none
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION - Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
8. DEPARTMENT REPORTS
 - a. City Administrator [Page 8](#)
 - b. Finance and Administration
 - i. December Disbursements (Accept) [Page 12](#)
 - ii. December Sales Tax Report [Page 16](#)
 - iii. December LOT Report [Page 20](#)
 - c. Community Development Coordinator [Page 23](#)
9. CONSENT AGENDA [Page 24](#)
 - a. Bed and Breakfast Liquor Permit Application – KIDO Enterprises LLC dba Ouray Inn [Page 26](#)
 - b. Huckstering Permit Application – Ouray Café Steakhouse, Ice Festival, January 24th – 26th [Page 27](#)
 - c. Huckstering Permit Application – The Goods Ouray, Ice Festival, January 24th – 26th [Page 28](#)
 - d. Huckstering Permit Application – Red Mountain Brewing, Ice Festival, January 24th – 26th [Page 29](#)
 - e. Huckstering Permit Application – Ouray Meat and Cheese Market, Ice Festival, January 24th – 26th [Page 30](#)
10. ACTION ITEMS [Page 31](#)
 - a. Ordinance 1, Series 2020 – Modifying Council Meeting Times – Second Reading [Page 34](#)
 - b. Consideration of a PUD amendment to (1) allow for a rear addition to the building on the Property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing; 740 Main Street, Lot 13, Block 9, City of Ouray [Page 36](#)
 - c. CEDC Appointment(s) [Page 97](#)
 - d. PARC Appointment [Page 100](#)
 - e. Dispatch IGA [Page 102](#)
11. DISCUSSION [Page 129](#)
 - a. Sound System for Community Center
 - b. Snow Plowing/Removal [Page 130](#)
 - c. Box Cañon Road
 - d. Possible Charter Amendments
 - e. City Communications
 - f. Future Agenda Items
12. ADJOURNMENT



CONSENT AGENDA ITEMS (January 21, 2020):

Bed and Breakfast Liquor Permit Application – KIDO Enterprises LLC dba Ouray Inn

Action Requested – *Will City Council approve the Bed and Breakfast Liquor Permit Application for KIDO Enterprises LLC dba Ouray Inn?*

Background – This is a long-time established business within the City of Ouray that currently possesses a liquor license. As is required by State Statute for all liquor license holders, they must renew their liquor license annually. All the necessary paperwork and administrative requirements have been met and everything is in order for renewal. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal.

Recommendation – City Staff recommends that City Council approve the Bed and Breakfast Liquor Permit for KIDO Enterprises LLC dba Ouray Inn.

Huckstering Permit Applications

Action Requested – *Will City Council approve the Huckstering Permits for, Ouray Café Steakhouse, The Goods Ouray, Red Mountain Brewing, and Ouray Meat and Cheese Market, for the Ice Festival, January 24th-26th?*

Background – As is declared by local City of Ouray Code, 3-15, "It shall be unlawful to sell or offer any goods, services or things for sale within City parks, parkways or recreational facilities, regardless of whether or not within City limits, or on the streets, alleys and sidewalks of the City unless a permit is issued by Staff or Council." The above businesses have completed the necessary process for a Huckstering Permit, which now comes before City Council for Approval. These businesses will be operating only for the Ice Festival during the dates of January 24th, January 25th, and January 26th.

Recommendation – City Staff recommends that City Council approve the Huckstering Permits for, Ouray Café Steakhouse, The Goods Ouray, Red Mountain Brewing, and Ouray Meat and Cheese Market, for the Ice Festival, January 24th-26th.



ACTION ITEMS (January 21, 2020):

Ordinance 1, Series 2020 – Modifying Council Meeting Times – Second Reading

Action Requested – *Does the City Council approve the second reading for modifying of City Council meeting times?*

Background – City Council voted to change City Council meeting times from start times of 6pm to the first meeting of the month beginning at 6pm and the second meeting of the month beginning at 1pm. This change must occur by ordinance, which comes before City Council in this meeting as the second reading. The First reading occurred in the last City Council meeting on January 6th.

Staff Recommendation – City staff recommends approval of the second reading of Ordinance 1, Series 2020 – Modifying Council Meeting Times.

Consideration of a PUD amendment to (1) allow for a rear addition to the building on the property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing; 740 Main Street, Lot 13, Block 9, City of Ouray

Action Requested – *Will City Council approve the PUD amendment for the Columbus Building (740 Main Street, Lot 13, Block 9, City of Ouray) PUD to include (1) allow for a rear addition to the building on the property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing?*

Background - Staff concurrently noticed the PUD amendment for both Planning Commission and the City Council hearings to expedite the development application process. The City Council was not allowed conduct a hearing until the Planning Commission completed its review. The Planning Commission conducted their public

hearing and review on January 14th and approved the PUD amendment with a 3-1 vote. Please refer to Chris Hawkins' documentation within this packet for details.

Staff Recommendation – City Staff Recommends that City Council approve the PUD amendment for the Columbus Building (740 Main Street, Lot 13, Block 9, City of Ouray) PUD to include (1) allow for a rear addition to the building on the property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing.

Appointment to Fill Vacancies on Community Economic Development Committee

Action Requested – *Does City Council approve the appointment of Steven Gurzenski and Heather Smith to the Community Economic Development Committee?*

Background – Steven Gurzenski and Heather Smith have submitted applications to fill open positions on the CEDC. The applications are provided for the City Council's review. The existing members of the committee support these appointments.

Staff Recommendation – City staff recommends that the City Council approve the appointment of Steven Gurzenski and Heather Smith to the Community Economic Development Committee.

Appointment to Fill Vacancy on Parks and Recreation Committee

Action Requested – *Will City Council approve the appointment of Logan Tyler or Martin Shuster to the Parks and Recreation Committee (PARC)?*

Background – Logan Tyler and Martin Shuster have submitted applications to fill one open positions on the PARC. The applications are provided for the City Council's review. The existing members of the committee support either of these appointments.

Staff Recommendation – The City staff recommends that the City Council approve the appointment of either Logan Tyler or Martin Shuster to the Parks and Recreation Committee.

Western Colorado Regional Dispatch Center IGA

Action Requested – *Will City Council approve the 2020 Western Colorado Regional Dispatch Center Intergovernmental Agreement?*

Background – Jurisdictional entities throughout Ouray, San Miguel, and Montrose Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that an advisory board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout Western Colorado; and the member jurisdictions and residents of Ouray, San Miguel, and Montrose Counties would benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services for the counties, municipalities, fire protection districts, and emergency medical service providers throughout Western Colorado; and, the governmental jurisdictions wish to establish and maintain a consolidated PSAP known as the “Western Colorado Regional Dispatch Center;” (“WestCO”) and the establishment of the PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions.

Recommendation – City Staff recommends that City Council approve the 2020 Western Colorado Regional Dispatch Center Intergovernmental Agreement.



DISCUSSION ITEMS (January 21, 2020)

Sound System for Community Center

Background – City Council has requested to have a discussion regarding replacement of our current sound system in the Community Center with a new system. This discussion item is for purposes of identifying the type of system Council desires to have throughout the Community Center, thereby providing direction to City Staff to begin obtaining quotes for our next budget review session.

Snow Plowing/Removal

Background – City Council has requested to have a discussion regarding our current snow plowing and removal policies and procedures. Current policies and procedures are included within the packet for review.

Box Cañon Road

Background – Mayor Pro Tem Wood has requested to have a discussion regarding the Box Cañon Road, with the possibility of widening the road for improved 2-way vehicular travel from 3rd Avenue to County Road 361.

Possible Charter Amendments

Background – Council Member Boyd has requested to have a discussion regarding possible amendments to the current City of Ouray Charter.

City Communications

Background – Mayor Nelson has requested to have a discussion regarding City Communications and public messaging.

Future Agenda Items – Council discussion about future agenda items.

City Administrator Report 1.16.20

- I met with Melissa and discussed financials and operations in the Administration and Finance Department. Melissa was out of the office for a few days but with some of the succession planning measures we have in place for that department, operations were not stalled.
- I had a phone conference with the Northland Securities Financial Director, Troy Bernberg, regarding the COP refinance. Since this process was put into an RFP rather than a Professional Service Agreement, the timeframe was greatly stalled. The transition from Professional Service Agreement to RFP was a decision made by City Council in August with the intent of having full transparency in all COP actions with City Hall. The delays of drafting an RFP, publishing, and evaluating bids was approximately 2.5 months. Unfortunately the rates increased over that time frame and went from 2.39% to 3% which is a change of almost \$170,000 in savings over the life of the loan. Most of the savings at this point would be at the end of the loan rather than monthly savings. As our public financial advisor, Troy has advised that we do not proceed at this time and instead wait for 60 days to see if rates come down. Since we have a very good rate and terms at 4% on our current COP for 25 years, he is comfortable in waiting this out. His information shows that we will see a decrease in rates.
- I met with Pete Foster and discussed current water rights and the City's position on the Uncompahgre Water Users Association project. Pete believes this project of seeking water rights in the Cow Creek area and storage locations will greatly benefit the entire region. We also discussed new National Forest permitting fees for the 2020 year for our Red Mountain Ditch rights as well as the Crystal Reservoir rights. National Forest issued a new Special Use permit and according to Pete, everything is in order and the City can pay the fees.
- I conducted a weekly staff meeting and discussed direction received from Council at the City Council meeting as well as current operations. The following are a few highlights from each department head that were discussed:
 - Joe – Our loader was down, which slowed our snow removal procedures. With the loader down, PW was utilizing a backhoe for removal. A CAT tech was responding to fix the issue. Joe has been working on the water meter program with Mountain States Pipe. The first order received includes software, training, and general equipment in preparation for the meters. We are currently looking into a WaterSMART grant through the Bureau of Reclamation that will allow us to complete this project in a very timely manner. If received, we will have installation completed in 2021 vs. 2024 as originally predicted.
 - Chris Hawkins – Chris has been working on the Community Plan as well as the Columbus PUD. He advised that our new building inspector, Jim Shannon is doing a great job so far as he learns this new position with the City. The Community Development Coordinator position is being advertised regionally, throughout the State, and nationally.

- Melissa – Has been working on Invoices, budget, and completing paperwork for action items completed during council meetings.
- Rick – Advised that pool temps had dipped lower the past week. After discussion, we decided it necessary for the Pool Manager, Rick, and PW to meet in the filtration building to discuss the issue and review operations. That meeting was conducted and it was found that a few things were not being done correctly, which was bypassing some of the geothermal water. The issue was fixed, additional training was provided, and pool temps are looking much better. Pool maintenance staff will be working with the Pool Company and Cloward H2O for additional training and development of SOPs for the filtration system.
- Chief Wood – Was out of town for the Chief of Police Conference.
- I met with Council Member Wood and discussed a few items regarding the Ice Festival. In particular, John had concerns about the sculpture that was being placed in the parking area near the Box Cañon visitor center. The sculpture had been placed and on Saturday the 25th they will have a bonfire with materials stored inside the globe structure. I met with Dan Chehayl on this and was advised he has received a burn permit through CDPHE and is working with Trevor and the fire department. In addition, John and I discussed having a meeting with CDOT to discuss future projects with the Highway to include crosswalks, snow plowing, and a downtown Main Street program.
- I met with a local resident who wanted to discuss STR procedures and regulations with regards to the lighting. Additionally, we discussed the snow plowing and removal policy for private citizens. This resident currently plows private locations as well as public right-of-way in front of various residences. He would like to do more to help out the City and will be present for the discussion item regarding plowing and snow removal.
- I met with a local resident who just finished a building project in the City of Ouray. This individual wanted to express concerns with the manner in which the building process took place, the delays to their project, and various issues that arose during the process.
- I met with a local resident who had concerns with way the City charges EQRs. This individual owns a residence with an accessory dwelling and is being charged for the two taps as required by code. I advised that this will be a future discussion item in a council meeting and we welcome his input. When this is scheduled, I will ensure an invite is extended.
- I met with a local resident regarding the City of Ouray Noise Ordinance. The individual had specific questions as to the different elements of the code.
- In addition to the above meeting, the Mayor and I met with two residents who expressed concerns about the noise ordinance. We were able to discuss the concerns and issues and ended the meeting with positive resolution.
- I attended the IPAT meeting. The following are some of the takeaways:
 - The Executive Director for OIPI advised that the IPAT group was key for working through some of the issues and challenges they faced in 2019.
 - OIPI, with the Ambassador program, is in the process of collecting data that will be very valuable for structuring the Park guidelines, allocations, routes, etc. moving forward.

- The park has been “fairly mellow” this year so far. The park is expected to pick up starting the MLK weekend.
 - We had discussion on best way to handle event based groups in the park. More discussion on this will occur in April’s meeting.
 - The Data Scientist from Denver will be working with the Ambassadors for 4 days.
 - Discussion about maximizing social media for the water initiative project.
 - OIPI is asking for volunteers to assist with data collection in February.
- Met with Council member Wood and discussed the online Calendar. I advised that this was completed by IT and Melissa and I will work on populating it early this week. John also requested to include a discussion item on the list for broadband. The discussion is to revolve around placement of fiber on poles until the other Region 10 projects are completed.
- I met with Mayor Nelson and discussed issues at Rotary Park and the Ice Park. There had been issues with the fire hydrant icing up again (this concern had been voiced by Council Member Funk as well as it was discussed in the PARC meeting). I spoke with PW after receiving the information and they have come up with a solution for now. They purchased a pump and after the hydrant is used, the water is pumped back down for approximately 15 minutes and then the hydrant is shut down. This was tested and found successful by our Ice Rink temp employee. The ice has been reported as fantastic this year.
- I met with Chris Hawkins in my weekly meeting. We discussed the CEDC meeting and a few projects that might be coming before Planning Commission in the near future.
- I met with Attorney Viner and discussed a few legal matters the City is working on.
- I received a Jury Summon for the 27th, which is our budget review work session. If I am unable to attend, Melissa will take the lead for staff in the review.
- I met with Council Member Lindsey and discussed some of the WWTF information as well as a few organizational items.
- I conducted the Agenda Planning meeting with Mayor Nelson and Melissa. Following that meeting the Mayor and I met and briefly discussed the San Miguel Power project that will be occurring on Highway 550 in the near future. I am attending the Scenic Byway meeting in Cortez on Friday and will be present for the first presentation of this project. I will provide a verbal report during the council meeting. In addition, the Mayor and I discussed short-term rentals and possible Council retreat dates.
- The Outlook Council Calendar was completed and Melissa and I populated it with the known meeting dates and times. All of Council and department heads have been provided access to the calendar.
- I met with all the department heads for our weekly meeting. The following are brief highlights:
 - I have asked Jenn to initiate a new Instagram account for the City of Ouray. We tried this with the PD on a temporary basis and found it very successful. This will rollout very soon.
 - Chief Wood received a call from State Patrol Captain Hadley. Captain Hadley has been contacted by CDOT with requests to better enforce private snow plowing

and snow piles on Highway 550 throughout Ouray. Chief Wood will be working with the officers to remedy the issue.

- Rick discussed Ice Fest, Winterfest, Ice Rink and the Senior Lunch Program. It appears that everything is in order for Ice Fest and Winterfest. The ice at the Ice Rink is better than it has been in a very long time. Good effort by our temporary employee. Senior Lunch Program organizers are concerned with elderly not being able to park in front of City Hall due to the 30 minute max parking time.
- Joe spoke about snow plowing and it sounds like things have been going pretty well with fewer issues than has been experienced in the past. Joe is looking into an alert/notification system for the City that can be used by Public Works to notify when issues arise.
- Melissa continues to work on budget, finances, and working with finalizing 2019 invoicing.
- I attended training at the Child Advocacy Center (Dolphin House) and completed required peer reviews for my annual recertification for conducting forensic child sexual assault interviews.
- Mayor Nelson and I conducted a meeting with OTO board members. The meeting focus was regarding the upcoming new contract and some of the elements to expect being negotiated. We will schedule a work sessions for February 3rd and the first week of March.

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

Check Issue Date	Check Number	Payee	Amount	
12/12/2019	3926	UMB - Card Services	15,101.60	M
12/05/2019	52909	AFLAC	904.24	
12/05/2019	52910	Alpenglow Properties	501.00	
12/05/2019	52911	Alpine Planning LLC	3,960.00	
12/05/2019	52912	Glenn Boyd	52.00	
12/05/2019	52913	C.E.M. Sales & Service	584.58	
12/05/2019	52914	Caselle Inc	737.00	
12/05/2019	52915	CMCA	155.00	
12/05/2019	52916	Dairy Specialists, LLC	3,952.66	
12/05/2019	52917	Deeply Digital LLC	392.50	
12/05/2019	52918	Drake, Melissa	52.00	
12/05/2019	52919	Flagship Publishing Inc.	405.00	
12/05/2019	52920	Fritz, Rebecca	26.00	
12/05/2019	52921	Funk, Ethan	52.00	
12/05/2019	52922	KCL Group Benefits	1,092.13	
12/05/2019	52923	Lancaster, Julie	52.00	
12/05/2019	52924	Latta, Trevor	52.00	
12/05/2019	52925	Lori Leo	230.94	
12/05/2019	52926	Mallory Safety & Supply LLC	2,149.96	
12/05/2019	52927	Martensen, Bev	52.00	
12/05/2019	52928	Masters & Viner P.C.	5,330.52	
12/05/2019	52929	Montrose Signs Inc	126.89	
12/05/2019	52930	Ouray Tourism Office	38,724.55	
12/05/2019	52931	Peak Event Publications	400.00	
12/05/2019	52932	Rocky Mountain Health Plans	31,386.12	
12/05/2019	52933	San Juan Architectural Metals	5,600.00	
12/05/2019	52934	San Miguel Power Association	11,379.43	
12/05/2019	52935	State of Co - DORA	120.19	
12/05/2019	52936	Streicher's	61.99	
12/05/2019	52937	Suppeland, Brady	52.00	
12/05/2019	52938	Telluride Newspapers Inc.	536.00	
12/05/2019	52939	Verizon Wireless	1,054.65	
12/05/2019	52940	Waste Management - Montrose	16,900.28	
12/05/2019	52941	West Elk Supply LLC	405.00	
12/12/2019	52942	Alpenglow Properties	1,126.00	
12/12/2019	52943	American Red Cross	41.00	
12/12/2019	52944	Bobcat of the Rockies	1,502.99	
12/12/2019	52945	Canon Financial Services Inc.	480.00	
12/12/2019	52946	Colorado Analytical Lab	370.00	
12/12/2019	52947	Dude Solutions, INC	2,084.25	
12/12/2019	52948	Hartman Brothers Inc	124.20	
12/12/2019	52949	ImageNet Consulting, LLC	40.41	
12/12/2019	52950	Kunz, Brittany	133.40	
12/12/2019	52951	MCC Drug & Alcohol Screening	272.00	
12/12/2019	52952	MCHD Regional Lab	40.00	
12/12/2019	52953	Office Depot	171.18	
12/12/2019	52954	Peterson, Jennifer	114.75	
12/12/2019	52955	Producers Co-Op	3,119.23	
12/12/2019	52956	Pulliam, Drake	266.00	
12/12/2019	52957	Ridgway Hardware	96.58	
12/12/2019	52958	Sani Serv LLC	220.00	
12/12/2019	52959	Trophy Case Inc., The	425.45	
12/12/2019	52960	UNCC	12.78	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
12/12/2019	52961	USbancorp	16,795.82
12/12/2019	52962	Wright Water Engineers	10,574.98
12/19/2019	52963	Alpenglow Publishers LLC	526.26
12/19/2019	52964	CenturyLink	325.39
12/19/2019	52965	Div. of Oil & Public Safety	30.00
12/19/2019	52966	Fastenal Company	134.99
12/19/2019	52967	Grand Junction Pipe & Supply #1116	1,076.70
12/19/2019	52968	ID Wholesaler	290.04
12/19/2019	52969	JVA Inc.	13,978.66
12/19/2019	52970	MCHD Regional Lab	40.00
12/19/2019	52971	Mr. Lock	361.50
12/19/2019	52972	N.E.S.	325.00
12/19/2019	52973	NAPA Auto Parts	168.85
12/19/2019	52974	Office Depot	160.94
12/19/2019	52975	Ouray County	430.37
12/19/2019	52976	Timber Ridge Service Station	2,000.00
12/19/2019	52977	West Elk Supply LLC	120.00
12/19/2019	52978	Western Paper Distributors	61.40
12/26/2019	52979	City of Grand Junction	423.00
12/26/2019	52980	Clearnetwork LLC	866.59
12/26/2019	52981	DFJ Consulting	2,070.00
12/26/2019	52982	Flagship Publishing Inc.	270.00
12/26/2019	52983	Kern, Sandra	518.78
12/26/2019	52984	Mallory Safety & Supply LLC	620.00
12/26/2019	52985	Mr. Lock	47.40
12/26/2019	52986	NAPA Auto Parts	1,104.14
12/26/2019	52987	Office Depot	15.99
12/26/2019	52988	Ouray Cafe & Steakhouse	828.00
12/26/2019	52989	Ouray Hardware & Mercantile	1,121.13
12/26/2019	52990	Peterson, Jennifer	40.60
12/26/2019	52991	Ridgway Hardware	11.25
12/26/2019	52992	Rocky Mountain Scenics	360.00
12/26/2019	52993	Southwest Precision Arms	3,836.50
12/26/2019	52994	Timber Ridge Service Station	1,700.00
Grand Totals:			214,456.73

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

Report Criteria:

Total By Reference Number and Date

Journal Code Journal code = "cd"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
12/31/2019	1	12/2 EFT BC CC Fees	50-51-6150	Bankcard Charge-VISA/MC	13.95	
12/31/2019	2	12/2 EFT BC CC Fees	01-00-1000	CSB Checking-NOW		13.95-
12/31/2019	3	12/2 EFT Pool CC Fees	50-50-6150	Bankcard Charge-VISA/MC	643.31	
12/31/2019	4	12/2 EFT Pool CC Fees	01-00-1000	CSB Checking-NOW		643.31-
12/31/2019	5	12/3 EFT PaymenTech Fee	20-50-6150	Online Processing Fees	141.53	
		12/3 EFT PaymenTech Fee	23-50-6150	Online Processiong Fees	141.54	
					283.07*	
12/31/2019	6	12/3 EFT PaymenTech Fee	01-00-1000	CSB Checking-NOW		283.07-
12/31/2019	7	12/5 EFT Vantiv	50-50-6150	Bankcard Charge-VISA/MC	1,924.53	
12/31/2019	8	12/5 EFT Vantiv	01-00-1000	CSB Checking-NOW		1,924.53-
12/31/2019	9	12/5 XBP Process Fee	20-50-6150	Online Processing Fees	114.16	
		12/5 XBP Process Fee	23-50-6150	Online Processiong Fees	114.16	
					228.32*	
12/31/2019	10	12/5 XBP Process Fee	01-00-1000	CSB Checking-NOW		228.32-
12/31/2019	11	12/16 EFT WageWorks	10-50-5831	Flex Plan Costs	116.00	
12/31/2019	12	12/16 EFT WageWorks	01-00-1000	CSB Checking-NOW		116.00-

Documents: 12 Transactions: 14

Total CD:

3,209.18

3,209.18-

Total 1219:

3,209.18

3,209.18-

Grand Totals:

3,209.18

3,209.18-

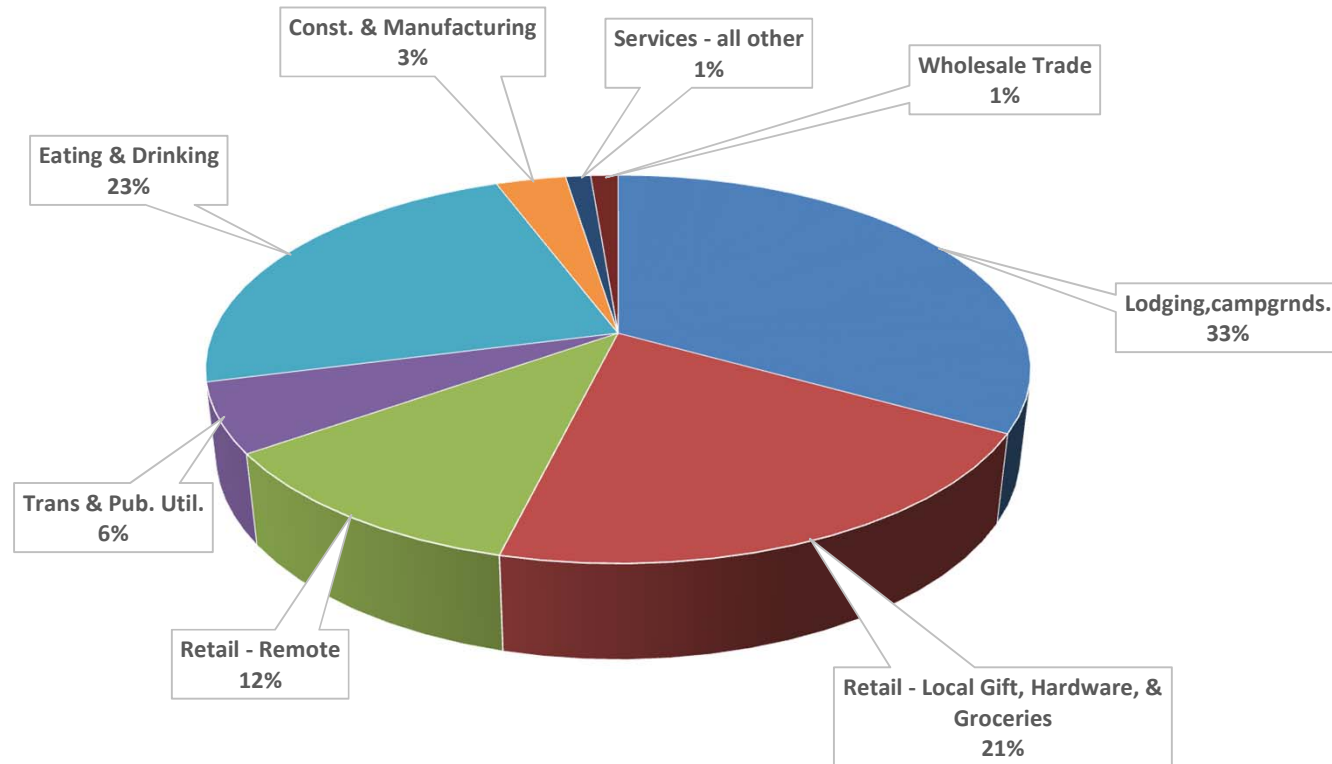
Report Criteria:

Total By Reference Number and Date

Journal Code: Journal code = "cdp", "cdpt"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
		Total CDP:			162,026.33	162,026.33-
		Total 1219:			162,026.33	162,026.33-
		Grand Totals:			162,026.33	162,026.33-

City of Ouray
October 2019 Sales Tax Revenues by Business Category
(received in December 2019)

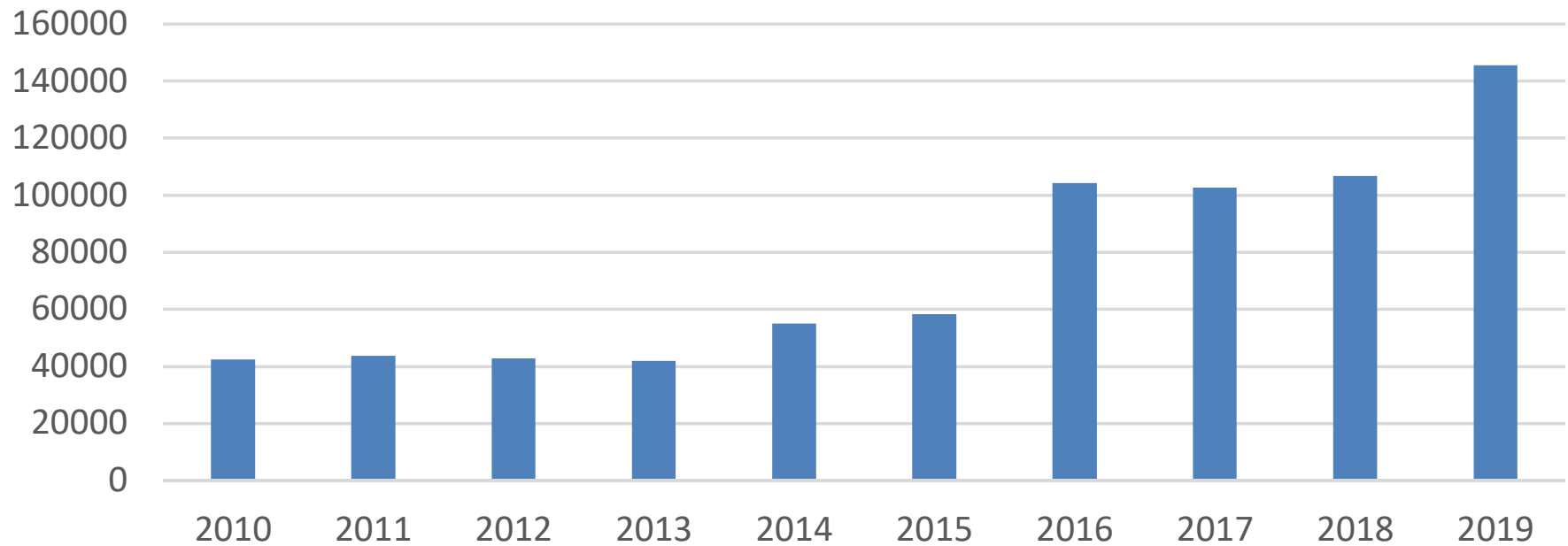


CITY OF OURAY
2019 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

2019 SALES TAX REVENUES BY BUSINESS CATEGORY						
(1)	Funds received by City in: July (mostly re: May)					
Business Category	January	February	March	April	May	June
Lodging,campgrnds.	\$ 13,666.95	\$ 23,993.54	\$ 28,795.73	\$ 23,081.46	\$ 24,204.56	\$ 11,514.27
Retail - Local Gift, Hardware, & Groceries					15,796.08	\$ 13,537.82
Retail - Remote					11,214.47	\$ 8,713.63
Trans & Pub. Util.	6,945.48	7,669.12	8,921.19	8,674.18	7,669.48	7,682.91
Eating & Drinking	9,178.32	14,237.33	14,541.71	11,248.23	14,162.03	9,778.52
Const. & Manufacturing	6,376.27	7,047.90	8,063.58	5,624.30	5,881.55	5,063.81
Services - all other	992.42	3,285.33	1,263.49	197.56	1,503.59	616.97
Wholesale Trade	186.47	977.95	992.09	565.13	411.73	970.54
Retail - groceries,liquor, candy, hardv	16,774.84	24,305.11	25,020.27	21,912.81		
Retail - gift, souvenir, variety, books	3,733.10	9,235.38	1,688.88	1,264.87		
Finance, Ins. Real Estate	595.19	1,045.92	970.95	899.22		
Mining					-	-
All Other					-	-
TOTAL	\$ 58,449.04	\$ 91,797.58	\$ 90,257.89	\$ 73,467.76	\$ 80,843.49	\$ 57,878.47
Business Category	July	August	September	October	November	December
Lodging,campgrnds.	\$ 27,510.54	\$ 78,071.91	\$ 126,807.22	\$ 102,731.15	\$ 99,997.70	\$ 48,195.15
Retail - Local Gift, Hardware, & Groce	\$ 17,935.12	\$ 40,820.67	\$ 66,406.83	\$ 49,445.23	\$ 48,454.56	\$ 30,173.17
Retail - Remote	\$ 15,040.67	\$ 24,312.87	\$ 23,844.82	\$ 26,879.01	\$ 13,496.64	\$ 16,556.51
Trans & Pub. Util.	7,580.80	8,159.57	8,481.85	8,544.45	7,987.79	8,398.51
Eating & Drinking	26,140.45	53,058.86	82,551.16	64,421.46	60,114.11	33,855.23
Const. & Manufacturing	498.78	1,785.74	4,389.99	1,523.28	5,527.96	4,772.80
Services - all other	755.76	2,508.36	2,109.50	1,973.44	4,811.89	1,704.33
Wholesale Trade	1,009.61	1,734.70	2,151.08	1,618.22	1,491.24	1,862.85
Retail - groceries,liquor, candy, hardware, gas						
Retail - gift, souvenir, variety, books						
Finance, Ins. Real Estate						
Mining						
All Other						
TOTAL	\$ 96,471.73	\$ 210,452.68	\$ 316,742.45	\$ 257,136.24	\$ 241,881.89	\$ 145,518.55

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

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



Notes: Figures represent tax revenue received in December
Sales Tax increased from 3% to 4% on January 1, 2016

CITY OF OURAY
SALES TAX REVENUES BY BUSINESS CATEGORY 2010-2019

SALES TAX REVENUES BY BUSINESS CATEGORY

Business Category	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Lodging, campgrnds.	\$ 11,926.83	\$ 11,940.73	\$ 11,821.63	\$ 13,786.00	\$ 16,283.71	\$ 20,381.63	\$ 29,296.96	\$ 31,230.66	\$ 42,021.27	\$ 48,195.15
Retail - Local Gift, Hardware, & Groceries										\$ 30,173.17
Retail - Remote										\$ 16,556.51
Retail - groceries, liquor, candy, hardw	8,572.68	6,412.57	7,307.90	9,659.66	6,490.67	7,664.93	15,830.84	16,521.19	17,706.67	
Retail - gift, souvenir, variety, books	4,282.00	6,686.13	4,484.00	4,673.10	4,983.77	5,600.12	7,186.97	7,462.21	8,003.92	
Trans & Pub. Util.	4,640.57	3,090.06	5,453.34	6,204.67	5,099.89	4,749.64	6,711.11	6,752.70	6,715.53	8,398.51
Eating & Drinking	8,456.55	6,053.10	7,088.00	7,883.34	8,832.99	12,861.76	32,212.68	24,686.33	18,839.39	33,855.23
Const. & Manufacturing	2,363.29	6,859.21	3,004.17	2,636.91	2,859.91	4,550.30	9,004.27	8,550.56	9,873.94	4,772.80
Services - all other	1,422.20	1,263.30	2,195.75	1,143.46	702.88	1,480.01	2,457.56	2,995.07	2,430.09	1,704.33
Finance, Ins. Real Estate	776.85	1,196.52	1,065.27	(4,281.20)	1,892.88	948.39	1,423.95	4,303.53	854.50	
Wholesale Trade	22.00	67.89	48.65	167.72	223.84	60.00	112.13	186.47	203.55	1,862.85
Mining	-	-	-	-	-	-	-	-	-	-
All Other	14.25	14.25	259.35	-	7,613.55	2.85	-	-	-	-
TOTAL	\$ 42,477.22	\$ 43,583.76	\$ 42,728.06	\$ 41,873.66	\$ 54,984.09	\$ 58,299.63	\$ 104,236.47	\$ 102,688.72	\$ 106,648.86	\$ 145,518.55

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2011	2012	2013	2014	2015	2016	2017	2018	2019	19 VS 18
Month	+ RVs, Unfurn.Cabins									
January	4275	4452	4343	4349	5712	5826	5113	5782	6187	7.00%
February	3093	3446	3673	3874	4816	5226	4509	5085	5582	9.77%
March	2156	2975	2746	2949	3394	3638	3499	4763	4087	-14.19%
April	1341	1912	1661	1836	2236	2660	2411	3080	2827	-8.21%
May	3684	4914	4248	4149	5047	5850	5939	7396	7892	6.71%
June	9310	10282	10971	10718	12015	13521	14494	14578	14982	2.77%
July	17222	16781	16285	17248	19171	19960	20248	19802	19419	-1.93%
August	13820	14672	13688	15198	16477	16949	17344	17613	18571	5.44%
September	12647	12361	12004	13377	15478	16149	16526	17743	18452	4.00%
October	5170	4876	5825	6450	7937	7691	7762	7462	8083	8.32%
November	1344	1709	2084	1936	2141	2113	2674	2856	3237	13.34%
December	2734	2805	3589	3696	3656	3382	4226	5038		
Total Rooms	76796	81185	81117	85780	98080	102965	104745	111198		

109319
Year to Date

DOLLARS	+ RVs, Unfurn.Cabins									
January	\$11,857	\$11,755	\$11,729	\$11,848	\$15,867	\$15,819	\$13,795	\$16,294	\$22,346	37.14%
February	\$8,303	\$8,855	\$9,749	\$10,430	\$12,468	\$13,908	\$12,648	\$14,021	\$19,508	39.14%
March	\$6,015	\$7,792	\$7,260	\$7,945	\$9,240	\$9,505	\$9,529	\$12,884	\$14,413	11.86%
April	\$3,667	\$4,974	\$4,475	\$4,975	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312	2.74%
May	\$9,878	\$13,131	\$11,738	\$11,357	\$13,876	\$15,372	\$15,734	\$19,031	\$22,055	15.89%
June	\$24,611	\$26,440	\$28,572	\$28,419	\$31,431	\$34,498	\$36,654	\$36,236	\$62,208	71.67%
July	\$43,817	\$43,054	\$42,369	\$44,740	\$47,884	\$49,767	\$50,344	\$49,371	\$109,838	122.47%
August	\$34,711	\$34,737	\$35,708	\$40,035	\$41,643	\$41,801	\$42,090	\$43,236	\$90,712	109.81%
September	\$34,013	\$33,413	\$32,326	\$35,960	\$40,336	\$41,704	\$41,965	\$44,480	\$79,224	78.11%
October	\$14,400	\$13,309	\$15,848	\$17,556	\$21,385	\$20,717	\$20,355	\$19,711	\$35,139	78.27%
November	\$3,538	\$4,261	\$5,348	\$5,092	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367	48.10%
December	\$7,368	\$7,617	\$9,816	\$9,918	\$9,571	\$9,590	\$11,882	\$13,622		
Total Dollars	\$202,178	\$209,338	\$214,938	\$228,275	\$254,538	\$265,116	\$268,369	\$283,976		

\$474,121
Year to Date

Data represents rooms and dollars for month in which lodging activity occurred.
 LOT report and payment are due by 20th of following month.
 "ROOMS" data includes exempt rooms.
 Columns for 2011 and 2012 include RVs and Unfurnished Cabins. Columns for 2010 and prior exclude this category.

OURAY LODGING OCCUPANCY TRENDS

Based on Lodging Occupation Tax Collections

	2017				2018				2019			
	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt
	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms
	+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins			
January	16537	5113	30.9%	336	16882	5782	34.2%	244	19347	6187	32.0%	387
February	14756	4509	30.6%	165	15960	5085	31.9%	261	17528	5582	31.8%	287
March	16125	3499	21.7%	232	17293	4763	27.5%	252	18379	4087	22.2%	388
April	12262	2411	19.7%	212	16699	3080	18.4%	213	18261	2827	15.5%	247
May	22414	5939	26.5%	259	20713	7396	35.7%	401	22739	7892	34.7%	334
June	21746	14494	66.7%	654	21403	14578	68.1%	626	21679	14982	69.1%	302
July	22124	20248	91.5%	931	21763	19802	91.0%	815	22913	19419	84.8%	452
August	22258	17344	77.9%	1164	21741	17613	81.0%	837	24059	18571	77.2%	465
September	20931	16526	79.0%	822	21339	17743	83.1%	767	22452	18452	82.2%	493
October	18319	7762	42.4%	454	19545	7462	38.2%	351	18161	8083	44.5%	137
November	16260	2674	16.4%	281	16113	2856	17.7%	400	17260	3237	18.8%	184
December	16814	4226	25.1%	172	17028	5038	29.6%	388				
Total	220546	104745	47.5%	5682	226479	111198	49.1%	5555	222778	109319		
									Year to Date	Year to Date		

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

"Exempt Rooms" columns are for memo purposes only.

2019 Lodging Occupation Tax, By Business Category

AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	13,329	11,538	11,687	12,725	13,604	13,138	14,043	15,291	13,680	13,861	11,392		144,288
Bed and Breakfast	921	826	922	540	932	1,080	1,142	1,144	1,062	1,107	588		10,264
House, Townhouse, Condo (1)	2,590	2,598	3,011	2,686	2,958	2,871	2,985	2,881	3,270	2,852	2,640		31,342
RV Space, Unfurnished Cabin	2,507	2,566	2,759	2,310	5,245	4,590	4,743	4,743	4,440	341	2,640		36,884
Total Rooms	19,347	17,528	18,379	18,261	22,739	21,679	22,913	24,059	22,452	18,161	17,260		222,778

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,903	4,445	3,140	2,254	4,690	9,791	12,193	11,598	11,898	6,921	2,655		74,488
Bed and Breakfast	164	146	99	49	152	371	704	789	787	377	151		3,789
House, Townhouse, Condo (1)	566	488	330	161	352	1,140	1,804	1,601	1,656	651	184		8,933
RV Space, Unfurnished Cabin	554	503	518	363	2,698	3,680	4,718	4,583	4,111	134	247		22,109
Total Rooms	6,187	5,582	4,087	2,827	7,892	14,982	19,419	18,571	18,452	8,083	3,237		109,319

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
													-
Hotel, Motel	\$ 17,835.84	\$ 15,588.19	\$ 11,543.22	\$ 7,043.49	\$ 17,564.19	\$ 45,767.08	\$ 80,758.11	\$ 62,760.80	\$ 59,167.31	\$ 28,746.49	\$ 8,749.38		\$ 355,524.10
Bed and Breakfast	\$ 637.29	\$ 738.10	\$ 753.84	\$ 237.07	\$ 787.29	\$ 2,794.44	\$ 5,265.68	\$ 4,482.60	\$ 4,283.60	\$ 1,741.98	\$ 306.15		\$ 22,028.04
House, Townhouse, Condo (1)	\$ 3,351.28	\$ 2,554.47	\$ 1,455.41	\$ 759.32	\$ 2,167.71	\$ 7,929.69	\$ 15,409.81	\$ 15,821.61	\$ 9,368.38	\$ 4,242.72	\$ 1,069.68		\$ 64,130.08
RV Space, Unfurnished Cabin	\$ 521.86	\$ 627.73	\$ 660.17	\$ 272.14	\$ 1,535.74	\$ 5,716.67	\$ 8,404.14	\$ 7,646.52	\$ 6,404.53	\$ 407.65	\$ 241.99		\$ 32,439.14
Total Dollars	\$ 22,346.27	\$ 19,508.49	\$ 14,412.64	\$ 8,312.02	\$ 22,054.93	\$ 62,207.88	\$ 109,837.74	\$ 90,711.53	\$ 79,223.82	\$ 35,138.84	\$ 10,367.20	\$ -	\$ 474,121.36

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

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
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TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: January 16, 2020
FOR: January 21, 2020 Meeting
SUBJECT: Community Development Report

The Community Development Department has completed the following major tasks in January to-date:

1. Community Plan Update work on draft goals and actions
2. Columbus Building State Historic Fund grant administration
3. CEDC facilitation and meeting and CEDC appointments
4. Sample Mill Site Variance
5. Columbus Building PUD Amendment
6. New Building Official orientation and training
7. Short-term Rental License application reviews (Staff will provide an update on the number of applications submitted and licenses issued at the meeting)
8. Planning Commission housing initiatives



CONSENT AGENDA ITEMS (January 21, 2020):

Bed and Breakfast Liquor Permit Application – KIDO Enterprises LLC dba Ouray Inn

Action Requested – *Will City Council approve the Bed and Breakfast Liquor Permit Application for KIDO Enterprises LLC dba Ouray Inn?*

Background – This is a long-time established business within the City of Ouray that currently possesses a liquor license. As is required by State Statute for all liquor license holders, they must renew their liquor license annually. All the necessary paperwork and administrative requirements have been met and everything is in order for renewal. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal.

Recommendation – City Staff recommends that City Council approve the Bed and Breakfast Liquor Permit for KIDO Enterprises LLC dba Ouray Inn.

Huckstering Permit Applications

Action Requested – *Will City Council approve the Huckstering Permits for, Ouray Café Steakhouse, The Goods Ouray, Red Mountain Brewing, and Ouray Meat and Cheese Market, for the Ice Festival, January 24th-26th?*

Background – As is declared by local City of Ouray Code, 3-15, "It shall be unlawful to sell or offer any goods, services or things for sale within City parks, parkways or recreational facilities, regardless of whether or not within City limits, or on the streets, alleys and sidewalks of the City unless a permit is issued by Staff or Council." The above businesses have completed the necessary process for a Huckstering Permit, which now comes before City Council for Approval. These businesses will be operating only for the Ice Festival during the dates of January 24th, January 25th, and January 26th.

Recommendation – City Staff recommends that City Council approve the Huckstering Permits for, Ouray Café Steakhouse, The Goods Ouray, Red Mountain Brewing, and Ouray Meat and Cheese Market, for the Ice Festival, January 24th-26th.

Bed and Breakfast Permit Application

2341 Bed and Breakfast Permit		<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal	\$71.25
1. Name of Applicant KIDO ENTERPRISES, LLC		Liquor License Number 03-06270		
2. Trade Name of Establishment (DBA) OURAY INN				
3. Address 120 WEST 6TH AVENUE		Phone Number 9703254445		
City Ouray	County Ouray	State CO	ZIP Code 81427	
4. Mailing Address (Number and Street) PO BOX 847		City Ouray	State CO	ZIP Code 81427
<ul style="list-style-type: none"> Attach a copy of a deed or lease in the exact name of the applicant only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance). Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed. <p>Pursuant to 12-47-410, C.R.S., Applicant hereby states that it qualifies for a Bed and Breakfast Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority:</p> <p><input checked="" type="checkbox"/> That it has no more than 20 sleeping rooms, and</p> <p><input checked="" type="checkbox"/> That it provides at least 1 meal per day at no charge other than for overnight lodging, and</p> <p><input checked="" type="checkbox"/> That it does not sell alcohol beverages by the drink or in sealed containers, and</p> <p><input checked="" type="checkbox"/> That it will not serve alcohol beverages for more than 4 hours in any one day, as follows:</p>				
Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours
From: 4 p m. To: 8 p m.	From: 4 p m. To: 8 p m.	From: 4 p m. To: 8 p m.	From: 4 p m. To: 8 p m.	From: 4 p m. To: 8 p m.
Saturday Hours	Sunday Hours			
From: 4 p m. To: 8 p m.	From: 4 p m. To: 8 p m.			
Oath of Applicant				
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.				
Signature <i>Ken Davis</i>		Title Manager	Date 12/9/19	

Report and Approval of Local Licensing Authority (City/County)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended		
THEREFORE, THIS APPLICATION IS APPROVED.		
Local Licensing Authority (City or County)		Date filed With Local Authority
Signature	Title	Date
Report of State Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended		
Signature	Title	Date
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY		
Date License Issued	License Account Number	Period
2341-100	(999)	2102
750 (999)	TOTAL	

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Ouray RV Park Cabins / Ouray Cafe Steakhouse
Name of Applicant: Amber Perkins
Primary Business Address: 1700 N. Main St Ouray, CO 81427
Mailing Address: PO Box 1360
Telephone Number: 970-325-4523 Email Address: amber@perkinslive.com
Event Name: Ouray Ice Festival
Description of Activity: Food Vendor at Ice Festival

Date of Huckstering activity: January 24, 25, 26
Location of Huckstering activity: Ouray Ice Park
Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: _____ No: X

Proof of Sales Tax License Attached. Yes: X No: _____

Amber Perkins
Signature of Applicant

1/2/2020
Date

- My 2020
license has not
arrived via
mail, but it
has been
renewed.

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Markson 1-3-2020
Signature of City Staff Date

P.O. Box 468
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Ouray, Colorado 81427



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HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: The Goods Ouray
Name of Applicant: Alex Castagnaro
Primary Business Address: 219 7th Ave Ouray, CO, 81427
Mailing Address: P.O. Box 1013
Telephone Number: 970-325-7397 Email Address: Nikki@TheGoodsOuray.com
Event Name: Ice Fest
Description of Activity: Ice Festival

Date of Huckstering activity: ~~1/24-1/26~~ 1/24 - 1/26

Location of Huckstering activity: Ice park

Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: _____

No: ✓

Proof of Sales Tax License Attached.

Yes: ✓

No: EIN- 83-3216569

Signature of Applicant

Date

1/3/2020

FOR CITY USE ONLY:

Receipt of Complete Application:

Signature of City Staff

Date

Beverly Martensen 1/3/2020

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



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HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Red Mountain Brewing
Name of Applicant: John Warren
Primary Business Address: 400 Main St.
Mailing Address: P.O. Box 876
Telephone Number: (970) 325-9858 Email Address: rmb.ouray@gmail
Event Name: Ouray Ice Festival
Description of Activity: Food Vendor

Date of Huckstering activity: January 24, 25, 26, 2020
Location of Huckstering activity: Ouray Ice Park
Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: _____ No: ✓

Proof of Sales Tax License Attached. Yes: _____ No: ✓

Signature of Applicant

1/2/2020
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Montague 1-3-2020
Signature of City Staff Date

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: OURAY MEAT & CHEESE MARKET
Name of Applicant: Tony Schmidt
Primary Business Address: 736 Main St. Ouray CO 81427
Mailing Address: Po box 121, Ouray CO 81427
Telephone Number: 970-325-7322 Email Address: tony@ouraymarket.com
Event Name: OURAY ICEFEST
Description of Activity: Food vendor at ice park during competition

Date of Huckstering activity: Jan 24, 25, 26
Location of Huckstering activity: Ouray ICEPARK
Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: _____ No: X

Proof of Sales Tax License Attached. Yes: X No: _____

T. Schmidt
Signature of Applicant

01-02-2020
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Martensen 1/3/2020
Signature of City Staff Date



ACTION ITEMS (January 21, 2020):

Ordinance 1, Series 2020 – Modifying Council Meeting Times – Second Reading

Action Requested – *Does the City Council approve the second reading for modifying of City Council meeting times?*

Background – City Council voted to change City Council meeting times from start times of 6pm to the first meeting of the month beginning at 6pm and the second meeting of the month beginning at 1pm. This change must occur by ordinance, which comes before City Council in this meeting as the second reading. The First reading occurred in the last City Council meeting on January 6th.

Staff Recommendation – City staff recommends approval of the second reading of Ordinance 1, Series 2020 – Modifying Council Meeting Times.

Consideration of a PUD amendment to (1) allow for a rear addition to the building on the property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing; 740 Main Street, Lot 13, Block 9, City of Ouray

Action Requested – *Will City Council approve the PUD amendment for the Columbus Building (740 Main Street, Lot 13, Block 9, City of Ouray) PUD to include (1) allow for a rear addition to the building on the property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing?*

Background - Staff concurrently noticed the PUD amendment for both Planning Commission and the City Council hearings to expedite the development application process. The City Council was not allowed conduct a hearing until the Planning Commission completed its review. The Planning Commission conducted their public

hearing and review on January 14th and approved the PUD amendment with a 3-1 vote. Please refer to Chris Hawkins' documentation within this packet for details.

Staff Recommendation – City Staff Recommends that City Council approve the PUD amendment for the Columbus Building (740 Main Street, Lot 13, Block 9, City of Ouray) PUD to include (1) allow for a rear addition to the building on the property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing.

Appointment to Fill Vacancies on Community Economic Development Committee

Action Requested – *Does City Council approve the appointment of Steven Gurzenski and Heather Smith to the Community Economic Development Committee?*

Background – Steven Gurzenski and Heather Smith have submitted applications to fill open positions on the CEDC. The applications are provided for the City Council's review. The existing members of the committee support these appointments.

Staff Recommendation – City staff recommends that the City Council approve the appointment of Steven Gurzenski and Heather Smith to the Community Economic Development Committee.

Appointment to Fill Vacancy on Parks and Recreation Committee

Action Requested – *Will City Council approve the appointment of Logan Tyler or Martin Shuster to the Parks and Recreation Committee (PARC)?*

Background – Logan Tyler and Martin Shuster have submitted applications to fill one open positions on the PARC. The applications are provided for the City Council's review. The existing members of the committee support either of these appointments.

Staff Recommendation – The City staff recommends that the City Council approve the appointment of either Logan Tyler or Martin Shuster to the Parks and Recreation Committee.

Western Colorado Regional Dispatch Center IGA

Action Requested – *Will City Council approve the 2020 Western Colorado Regional Dispatch Center Intergovernmental Agreement?*

Background – Jurisdictional entities throughout Ouray, San Miguel, and Montrose Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that an advisory board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout Western Colorado; and the member jurisdictions and residents of Ouray, San Miguel, and Montrose Counties would benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services for the counties, municipalities, fire protection districts, and emergency medical service providers throughout Western Colorado; and, the governmental jurisdictions wish to establish and maintain a consolidated PSAP known as the “Western Colorado Regional Dispatch Center;” (“WestCO”) and the establishment of the PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions.

Recommendation – City Staff recommends that City Council approve the 2020 Western Colorado Regional Dispatch Center Intergovernmental Agreement.

ORDINANCE NO. 1 (Series 2020)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING THE OURAY MUNICIPAL CODE SECTION 2-1-A, REGARDING CITY COUNCIL MEETING TIMES TO REFLECT THE MEETING HELD THE THIRD MONDAY OF EACH MONTH AT 1:00 P.M..

WHEREAS, the City Council has determined that the meeting time for Council meetings should be held at 6:00 p.m. for the first meeting of the month and 1:00 p.m. for the second meeting of the month.

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

SECTION 1: AMENDMENT TO THE CODE

Section 2-1-A, is amended and restated as follows:

The City Council shall hold regular meetings as outlined in Article 3.2 of the Home Rule Charter. Meetings shall be held on the first and third Monday of every month with the first Monday meeting beginning at 6:00 p.m. and the second Monday meeting beginning at 1:00 p.m. Both meetings are held at the City of Ouray Community Center. Council may approve an alternate meeting date when a Monday is also an official holiday.

SECTION 2: EFFECTIVE DATE

The provisions of this Ordinance shall become effective thirty days after the public hearing and final action.

SECTION 4: SEVERABILITY

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by 5 to 0 vote of the Ouray City Council this 6TH day of JANUARY, 2020.

CITY OF OURAY, COLORADO

By 
Greg Nelson, Mayor

ATTEST:


Melissa M. Drake, City Clerk

INTRODUCED, READ AND ADOPTED on second reading by _____ vote of the Ouray City Council this _____ day of _____, 2020.

CITY OF OURAY, COLORADO

By _____
Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 1 (Series 2020), was introduced, read and passed by the Ouray City Council on first reading on JANUARY 6, 2020. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on JANUARY 9, 2020, and thereafter introduced, read and adopted by the Ouray City Council on _____, 2020, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: January 16, 2020
FOR: January 21, 2020 Meeting
SUBJECT: Columbus Building PUD Amendment

PROJECT GEOGRAPHY

Table 1. Project Geography

Application Summary:	PUD amendment to: (1) allow for a rear addition to the building on the Property for larger hotel rooms (not increasing the number of permitted rooms); (2) expand the rooftop bar/restaurant area; and (3) miscellaneous changes to accomplish the foregoing.
Address:	740 Main Street
Legal Description: (“Property”)	Lot 13, Block 9, City of Ouray (“ Property ”)
Applicant:	Imogene Holdings, LLC - Stuart Gillespie (“ Applicant ”)
Property Owner:	The Applicant
Zoning:	C-1
Existing Use:	Restaurant, employee housing, and hotel
Proposed Use:	No change in existing and permitted uses
Site Size:	Approximately 3,550 sq. ft.
Existing Density	1,631 sq. ft. restaurant, 10 hotel rooms, 1 emp. apartment
Proposed Density	No increase to existing density
Adjacent Land Uses:	
North:	C-1 Commercial
South:	C-1 Commercial
East:	Main Street
West:	Alley
Located Within National or Local Historic District Boundary	Yes
Located Within Commercial Historic Boundary	Yes

Table 2. C-2 Zone District Dimensional Requirements

Requirement	Zone District Standards	Proposed/Existing
Setbacks		
Front (East)	0 feet	No change to existing
Rear (West)	5 feet	
Side (North)	0 feet	No change to existing
Side (South)	0 feet	No change to existing
Roof Eaves	0 feet (Parapet Wall)	No change to existing

Requirement	Zone District Standards	Proposed/Existing
Maximum Floor Area	9,585 sq. ft.	
Existing		Approx. 7,417 sq. ft.
Proposed		Approx. 8,017sq. ft.
Building Height	35 feet	
Existing PUD	Per current PUD Agreement for Bar Safety Railing	38 feet
Proposed PUD	Same as Existing PUD for railing + 1 foot only for a dumbwaiter shaft	39 feet for dumbwaiter shaft
Max. Bldg. Site Coverage	90% = 6,390 sq. ft.	
Existing	80%	Approx. 2,839 sq. ft.
Proposed	80%	Approx. 3,039 sq. ft.
Max. Site Coverage	100%	No change to existing
Parking	2 per dwelling unit (6 spaces)	0 spaces

Attachments:

- Exhibit A: Current Columbus Building PUD Agreement as recorded at Reception Number 222943 ("**PUD Agreement**")
- Exhibit B: Applicant Narrative + PUD Plans
- Exhibit C: Proposed Resolution and PUD Agreement Amendments (Redline to the PUD Agreement)

BACKGROUND

The Planning Commission considered the PUD amendment at its January 14, 2020 meeting and passed a motion recommending the City Council approve it by a 3 to 1 vote with the following two conditions:

1. Prior to the City executing and recording the PUD agreement, the State Historic Fund will approve the proposed addition to ensure that the Columbus Building's contributing status is not affected.
2. The Applicant shall provide an executed easement agreement for the egress stairs on the property to the south prior to the City executing and recording the PUD agreement, with the easement recorded concurrent with the amended and restated PUD agreement.

These recommended conditions have been incorporated into the draft resolution. Commissioner Dunn was opposed to the PUD amendment due to concerns on the visual impacts of the increased umbrella area on the roof.

The City Council approved the PUD Agreement as shown in Exhibit A on March 19, 2019 with the PUD Agreement executed and recorded in April of this year. The Applicant is seeking an amendment to the PUD Agreement to (1) provide for an approximate 600 sq. ft. rear addition to the existing building; and (2) expand the rooftop bar and restaurant area. Both of these require an amendment to the current PUD agreement. The proposed expansion of the rooftop bar and restaurant area include:

1. A brand new layout with the outdoor cooking area over the non-historic and new addition;
2. The reconfiguration of the rooftop stairs;

3. The addition of new egress stairs on the property to the south to allow for more seating/occupancy;
4. The reconfiguration of the seating areas, fire pit and bar;
5. Changes to the proposed design, location and number of umbrellas, with an increase from six to seven umbrellas and an increase in size as shown in the PUD plans;
6. The addition of a new dumbwaiter shaft; and
7. The provision of rooftop HVAC equipment.

The proposed building addition is located at the rear of the existing building with a depth of approximately eight (8) feet and a width of 24 feet for a footprint of approximately 200 sq. ft. and 600 sq. ft. of floor area. The existing building floor area is approximately 7,167 sq. ft. as measured from the exterior wall. The proposed three-story addition will increase the floor area to approximately 7,767 sq. ft. The sauna building in the back with approximately 250 sq. ft. of floor area brings the total Property floor area to approximately 8,017 sq. ft., which is approximately 1,568 sq. ft. under the C-1 Zone District maximum building size of 9.585 sq. ft.

The addition of the dumbwaiter shaft necessitates a new PUD variation to permit the proposed six (6) foot height over the existing roof deck, with the proposed height at approximately 38.5 feet. The rooftop bar safety railing remains with a maximum building height of 38 feet or less including the new deck located on top of the roof membrane, with the 42 inch railing height measured from a new wood deck. The deck assembly over the roof membrane must be less than six (6) inches based on the existing roof deck building heights. The PUD plan set shown in Exhibit A shows the current PUD plan, while the proposed PUD plan is set forth in Exhibit C.

Figure 1. Vicinity Map



Process to Amend a PUD

Section 8.18.1 of the PUD Agreement states:

“Amendments to the provisions of this Agreement shall be received and acted upon as a subject to any applicable City's procedures and to the requirement for findings under the Planned Unit Development Act of 1972 at C.R.S. 24-67-106(3)(b) and applicable law, unless such amendment is determined to be minor in nature which may be acted on the Community Development Coordinator in consultation with the City Administrator.”

C.R.S. 24-67-106(3)(a)-(c) state:

“(3) All those provisions of the [PUD] plan authorized to be enforced by the county or municipality may be modified, removed, or released by the county or municipality, subject to the following:

(a) No modification, removal, or release of the provisions of the plan by the county or municipality shall affect the rights of the residents, occupants, and owners of the planned unit development to maintain and enforce those provisions at law or in equity as provided in subsection (1) of this section.

(b) Except as otherwise provided in paragraph (b.5) of this subsection (3), no substantial modification, removal, or release of the provisions of the plan by the county or municipality shall be permitted except upon a finding by the county or municipality, following a public hearing called and held in accordance with the provisions of section 24-67-104 (1)(e) that the modification, removal, or release is consistent with the efficient development and preservation of the entire planned unit development, does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the planned unit development or the public interest, and is not granted solely to confer a special benefit upon any person.”

ANALYSIS

Consistency with the Efficient Development and Preservation of the Entire Planned Unit Development

The PUD Amendment preserves the entire PUD and maintains the key public benefits of historical rehabilitation, employee housing, and economic development. The bar/restaurant provides a great historical focal point for the city through the creative adaptation and reuse of a historic building that will increase the activity and vitality in the community. The rehabilitation also improves the hotel facilities and the overall image of visitors in Ouray that stay in the hotel and visit the bar/restaurant.

Does not Affect in a Substantially Adverse Manner Either the Enjoyment of Land Abutting Upon or Across a Street from the Planned Unit Development or the Public Interest

The proposed addition and expansion of the bar/restaurant will not cause a substantial adverse affect on surrounding properties. The PUD continues to have strong controls on noise and hours of operation. The safety railing height increase is not changing how the project will be viewed from the north or south along Main Street. Noise barriers and sound mitigation via fabric umbrellas should help to attenuate sound to a reasonable level that should not louder than the background traffic on Highway 550. Umbrellas will have to be colored to match the mountain

backdrop. The Columbus Building is located in a small town urban area where nearby residents should expect to hear noise from permitted commercial uses.

The property owner to the south has agreed to provide an easement for the egress stairs should the PUD amendment be approved by the City. Any City Council approval of the PUD should require the Applicant to provide an executed easement agreement for the egress stairs on the property to the south prior to the City executing and recording the PUD agreement.

Not Granted Solely to Confer a Special Benefit Upon Any Person

The PUD continues to provide broad public benefits to the community as outlined above, and does not solely confer a benefit to the Applicant. The City will realize substantial benefits through facilitating the development and shaping the project to be more economical and efficient.

RECOMMENDATION

If the City Council finds the proposed PUD amendment meets the criteria for decision, the Council may pass a motion to approve it with the following motion:

“I move to approve a resolution approving the Columbus Building PUD Amendment as set forth in Exhibit C [and the following additional conditions, if any].”

COLUMBUS BUILDING PLANNED UNIT DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT (“**Agreement**”), dated and made effective as of April 15, 2019 (“**Effective Date**”), is entered into by and between the City of Ouray, Colorado, a Colorado Home Rule Municipality (“**City**”) and Imogene Holdings, LLC (“**Owner**”). City and Owner are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**”. The Agreement concerns real property know as Lot 13, Block 9, City of Ouray; with an address of 740 Main Street (“**Property**”).

DEFINITIONS

Unless otherwise provided for herein, all capitalized but undefined terms used in this Agreement shall have the meanings set forth in the City of Ouray Land Use and Development Code (“**OLUC**”). In addition, the Parties acknowledge and agree to the following definitions (“**Definitions**”) and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

- A. “**Applications**” shall collectively mean the various land use applications, including plans, drawings, specification, narratives, reports, studies and other materials prepared by Owner and submitted to the City concerning the development of the Project on the Property, inclusive of: (1) Planned Unit Development (Sketch, Preliminary and Final PUD Plan) (“**PUD**”) pursuant to Section 7-8 of the OLUC; and (2) a Site Development Permit pursuant to Section 7-4 of the OLUC.
- B. “**Affordable Housing Unit**” shall mean a dwelling unit in the Property that has a maximum rent that is targeted to 50% to 80% of the Area Median Income (“**AMI**”) that is employed full-time (32 hours a week or greater) within the boundaries of the Ouray School District (“**Affordable Housing Unit**”).
- C. “**City Council**” shall mean the City of Ouray, Colorado City Council.
- D. “**City Approvals**” shall mean those certain land use entitlement approvals concerning the Property and the Project that have been granted by the City, including, without limitation, approvals for the Applications, the Sketch PUD, the Preliminary PUD, the Final PUD and the Site Development Permit.
- E. “**Planning Commission**” shall mean the City of Ouray Planning Commission
- F. “**Final PUD Plan Set**” shall mean the final plans, drawings and specifications for the Property and Project that have been approved by the Planning Commission and the City Council, as reflected in the City Council Approval Resolution, which plans, drawings and specifications consist of each of the documents are listed and described on attached **Exhibit “A”**.
- G. “**OLUC**” shall mean the City of Ouray Land Use and Development Code adopted by the City, as amended through the Effective Date.
- H. “**Official Records**” shall mean the Official Records of the Clerk and Recorder for Ouray County, Colorado.

- I. **"Project"** shall mean the redevelopment and rehabilitation of the Columbus Building as set forth herein and on the Final PUD Plan Set, including without limitation: (1) the partial historic rehabilitation of the Columbus Building (**"Historic Rehabilitation"**); (2) increasing the existing building height of the Columbus Building for a rooftop bar safety railing that has a maximum height of 38' (**"Building Height Variation"**); (3) the provision of the Affordable Housing Unit; (4) the remodeling of the Columbus Hotel (**"Hotel Improvements"**); (5) the use and operation of a rooftop bar that is open to the public (**"Rooftop Bar"**) and (5) other improvements as provided for in this Agreement.

RECITALS

- A. The Parties acknowledge and agree to the following recitals (**"Recitals"**) and further agree that each of the Recitals: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.
- B. Owner submitted the Application to the City, which was reviewed and considered by the City in accordance with applicable law, including but not limited to the OLC.
- C. At a duly noticed and conducted public meeting on December 11, 2018, the Planning Commission recommended to the City Council that the Application for Sketch PUD be approved with conditions.
- D. At a duly noticed and conducted public meeting on December 17, 2018, the City Council conditionally approved the Sketch PUD.
- E. At a duly noticed and conducted public hearing on January 8, 2019, the Planning Commission recommended to the City Council that the Preliminary PUD be approved with conditions.
- F. At a duly noticed and conducted public meeting on January 22nd, 2018, the City Council approved the Preliminary PUD.
- G. At a duly noticed and conducted public hearing on March 12, 2019, the Planning Commission recommended to the City Council that the Application for Final PUD be approved with conditions.
- H. At a duly noticed and conducted public meeting on March 18, 2019 the City Council approved Resolution Number 3 2019 approving Final PUD Application (**"Approving Resolution"**).
- I. The Planning Commission and City Council found that the Applications met the PUD criteria for decision set forth in OLC Section 7-8-B and as set forth in the Approving Resolution.
- J. The Preliminary PUD public hearings referred to above were preceded by publication of public notice of such hearing(s) on such dates and/or dates from which such hearings were continued in the *Plaindealer* and by posting the Property, posting the agendas, and mailing of public notice to property owners located within three hundred feet (300') of the Property, as required by the OLC and State Statutes.

AGREEMENTS AND CONSIDERATION

NOW THEREFORE, in consideration of the foregoing Recitals and Definitions, which are incorporated into this Agreement and the mutual agreements, obligations and promises set forth below and in further consideration of the City's final approval of the Applications for the Project upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by Owner and the mutual obligations and promises set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the City covenant and agree as follows:

Introduction. Pursuant to OLC 7-8, this Agreement establishes the land uses and density that shall be permitted within the Property, a general development plan, development standards and conditions that must be adhered to by Owner. This Agreement also specifies improvements that must be made, and conditions, which must be fulfilled in conjunction with the development of the Property. Where this Agreement does not address a specific development standard or requirement of the City, the provisions of the OLC, the City of Ouray Municipal Code or Charter shall apply. Where this Agreement addresses a specific development standard or requirement, the provisions of this Agreement shall supersede the provisions of the OLC. In all cases the provisions of the Charter shall supersede the provisions of the Agreement.

1. Permitted Uses and Density

- 1.1. The following are the permitted uses for the Property under the approved Final PUD Plan that is attached hereto as Exhibit A consistent with the requirements contained herein:
 - 1.1.1. Permitted uses in the Property include a maximum of ten (10) hotel units; one (1) Affordable Housing Unit; Hotel Uses; and accessory uses to the permitted uses in the Property
 - 1.1.2. Hotel Uses, Affordable Housing Unit, apartment, and accessory uses to the permitted uses in the Property on the Lower Level.
 - 1.1.3. Commercial and existing apartment uses on the Main Level.
 - 1.1.4. Hotel Uses and Interior Bar on the Second Level.
 - 1.1.5. Rooftop Bar on the Roof Level.
- 1.2. Any major remodeling of the Main Level that proposes to keep the apartment shall be completed in accordance with the effective requirements of the C-1 Zone District that may prohibit or limit residential development on the ground floor (Main Level).

2. OLC Variations

The City approves the following building height variations to the requirements of the OLC pursuant to the PUD Process in OLC Section 7-8:

- 2.1. The City approves increasing the existing building height of the Columbus Building to allow for the Rooftop Bar Safety railing that shall not exceed a building height of 38 feet.
- 2.2. The pediment on the Columbus Building's northeast corner has a building height of 40.9 feet not including the finial on top.
- 2.3. The City hereby approves the existing historic building for the Columbus Building parapets, pediment and finials as PUD variations.
- 2.4. The Columbus Building on the Property is classified as a legal, conforming structure in regards to building height.

3. **Assurance of Innovative Development Plan and Compliance with PUD Criteria**

- 3.1. **Provision of Innovative Plan.** Owner agrees to provide and/or undertake the Historic Rehabilitation, the deed restriction of the Affordable Housing Unit; the provision of the Rooftop Bar; and the Hotel Improvements as provided for herein.

3.1.1. **Historic Rehabilitation**

- 3.1.1.1. **Phase I Historic Rehabilitation.** The Owner shall provide for the historic rehabilitation of the Columbus Building as follows and as provided for in the Final PUD Plan Set:

- 3.1.1.1.1. **Window Replacement.** The Owner shall replace the windows on the Second Level with wood or aluminum clad wood windows (as approved by state and/or federal agencies) that improve the building's historic character. Window specifications will be provided to the City as a part of the required building permit.
- 3.1.1.1.2. **Mesker Storefront.** The Mesker Storefront will be painted using historic painting methods and color changes. The Owner shall submit a detailed painting plan for the Mesker Storefront to the City as a part of the building permit application.
- 3.1.1.1.3. **Brick and Mortar Restoration.** The Owner shall replace all spalling bricks on the building, and repair mortar as needed with repointing. The Owner and City staff shall walk the site to view and document the existing conditions and restoration as a part of the building permit process.
- 3.1.1.1.4. **Brick Restoration.** The Owner shall remove all paint from the building to restore the original brick using industry safety standards. If the cost of such removal exceeds \$30,000 and the Owner has used a good faith effort to obtain available grant funding, the bricks on the building may be temporarily repainted until Phase II Improvements. Owner shall rehabilitate the cornice, pediment and finials to the extent practical with the Phase I historic rehabilitation, including but not limited to the maintenance of the historic coloring pattern.
- 3.1.1.1.5. **Reduction of Non-Historic Addition.** The Owner shall remove the top floor for the non-historic rear addition, and re-side the building as provided for in the Final PUD Plan Set.
- 3.1.1.1.6. **New Roof.** Owner shall provide for a new roof membrane for the building and new roofing for the parapet and pediment, and shall install metal flashing on the parapet in accordance with historic rehabilitation standards.
- 3.1.1.1.7. **Strengthen Existing Roof Trusses.** The Owner shall

repair and strengthen the roof structure.

3.1.1.1.8. **Removal of Swamp Cooler.** The Owner shall remove the swamp cooler on the north facade and may install temporary ventilation in the current brick opening.

3.1.1.1.9. **Removal of Coverings and Stairs.** The Owner shall remove the two covered entries, stairs, concrete and other improvements in the Private Open Space area shown on the Final PUD Plan Set. All areas within the Private Open Space area will then be landscaped.

3.1.1.2. **Phase II Historic Rehabilitation.** The Owner shall provide for the historic rehabilitation of the Columbus Building with any major remodeling of the Main Level as provided for in this section. Major remodeling includes but is not limited to the conversion of the space to a retail or other permitted commercial use; the elimination of the current apartment on the Main Level; or the complete removal of all interior walls and installation of new walls for a commercial use. The Phase II Historic Rehabilitation will commence no later than August 22, of 2028; within one year after the current lease in place expires.

3.1.1.2.1. **Window Replacement.** The Owner shall replace the windows on the Main Level north façade with wood or aluminum clad wood windows (as approved by state and/or federal agencies) that improve the building's historic character and match the Second Level windows. Window specification will be provided to the City as a part of the required building permit.

3.1.1.2.2. **Reinstallation of Window.** The north façade under the exterior stair has a window opening with stone sill and lintel that has been bricked up. The Owner will reinstall this window with a window to match the other windows in the building and also restore the stone lintels by removing the paint and repairing as needed.

3.1.1.2.3. **Adaptation of Old Building Entrance.** The north façade contains an historic building entrance that has been bricked up and no longer is functional due to grade changes, and building improvements. The Owner shall remove the brick and install either windows or door in this bricked up opening, pending approval by the Federal and state agencies responsible for overseeing historic rehabilitation tax credits.

3.1.1.2.3.1. Owner may propose to construct an outdoor dining area below the Second Level stairs provided the City approves a new encroachment permit; a Site Development Permit is submitted and approved by Town staff; adequate ingress and egress is provided to the Lower Level; and the alteration does not change the building's contributing

status.

3.1.1.2.4. **Removal of Paints from Bricks.** The Owner shall make a good faith effort to fund the removal of the paint and restore the original brick finish if such is not completed under the Phase I Historic Building. If the cost of such removal exceeds \$50,000 and the Owner has made a good faith effort to obtain available grant funding, the owner may leave the existing paint in place or repaint the building.

3.1.1.3. **Historic Preservation Covenant.** Prior to the issuance of a building permit for the Phase I Historic Rehabilitation the Owner agrees to place a covenant on the Property in a form approved by the City that prohibits future demolition of the building (unless damaged by fire, flood or other calamity that requires the building to be demolished) and requires exterior alterations to meet mutually agreed standards that may reference Federal or State guidelines.

3.1.1.4. **Federal and State Guidelines for Historic Rehabilitation Supersede PUD Agreement.** If the carrying out of any provision in Section 3.1.1 would cause the building to lose its status as a contributing structure in the Ouray National Historic District, or disqualify the building for Federal or State Historic Preservation Tax Credits, then the City may not require the improvement based on consultations with the applicable state or Federal agencies.

3.1.2. **Affordable Housing Unit**

3.1.2.1. Owner agrees to deed restrict an apartment in the basement as an Affordable Housing Unit in the basement that contains a minimum of 450 sq. ft.

3.1.2.1.1. The Affordable Housing Unit shall be rented only to qualified households who cumulatively earn no more than 50% to 70% of the Area Median Income (“AMI”).

3.1.2.1.2. The maximum rent shall not exceed the affordability limits for a household that earns 50% to 70% or less AMI including utility costs.

3.1.2.1.3. The Affordable Housing Unit shall only be rented to a person that is employed full-time (32 hours a week or greater) within the boundaries of the Ouray School District.

3.1.2.1.4. The Affordable Housing Unit shall meet the definition of a “dwelling unit” per the adopted International Building Code.

3.1.2.1.5. The Affordable Housing Unit shall have a maximum rent that is targeted to 50% to 70% of the one (1) person Area Median Income (“AMI”).

3.1.2.1.6. The Owner shall enter into a deed restriction on the Affordable Housing Unit prior to the issuance of a building permit for the Phase I Historic Rehabilitation in

a form as set forth by the City. The term of such deed restriction shall be 50 years.

3.1.2.1.7. The Owner shall provide an annual report to the City on the Affordable Housing Unit, including financial information and a copy of the Lease. Any personal identifying information pursuant to C.R.S. § 24-73-102 or any other information that would identify the tenant shall be redacted from any report.

3.1.2.1.8. Owner agrees that should the City form any housing advisory board, housing authority or exercise any authority to regulate affordable housing that this Affordable Housing Unit will be subject to any rules, policies or regulations that the City may adopt from time to time.

3.1.3. **Rooftop Bar**

3.1.3.1. Owner shall construct the Rooftop Bar as shown in the Final PUD Plan Set.

3.1.3.2. Owner shall operate the Rooftop Bar as a public business and shall not use the Rooftop Bar area as a private deck for the hotel.

3.1.3.3. If the public use of this space ceases, the railing, deck and rooftop entrance shall be removed.

3.1.3.4. No furniture, fixtures or equipment shall be higher than the rooftop bar safety railing except for table umbrellas that are limited to the area shown on the Final PUD Plan Set.

3.1.3.5. A maximum of six (6) umbrellas are allowed in the Rooftop Bar within the area shown on the Final PUD Plan Set. Umbrellas shall be colored so as to blend into the Mountain backdrop as approved by the Community Development Department.

3.1.3.6. The Rooftop Bar hours of operation shall be open no later than 9:00 pm.

3.1.3.7. The Owner may request the Planning Commission grant an extension of the 9:00 pm closure to 10:00 pm if it determines that noise from the Rooftop Bar is acceptable and in line with surrounding ambient noise in the area.

3.1.3.8. Live music events shall be permitted only if no amplification is used and does not extend beyond 8:30 pm.

3.1.3.9. All noise from the Rooftop Bar shall comply with the City noise limitations set forth by law.

3.1.3.10. Noise reduction panels shall be installed on the west side of the Rooftop Bar area as shown on the Final PUD Plan Set to reduce noise levels out of the area.

4. **On-Street Parking**

4.1. The ten (10) hotel units on the Property were established in 1991 prior to the City requiring hotel units to provide off-street parking. The current Hotel Use is therefore a legal nonconforming use of the Property and no off-street parking is required.

4.2. The Hotel Use on-street parking shall not be reserved and is available to the general public at any time in accordance with City parking regulations and parking laws.

- 4.3. The Owner shall defend and hold the City harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and attorney's fees that may arise out of or result directly or indirectly from vehicular on-street parking for the Hotel Uses including any damage caused by snow plowing or other street maintenance.

5. **Basement Remodeling**

- 5.1. The Owner may remodel the basement level for uses as permitted by this Agreement; including but not limited to hotel units; remodeling of the Affordable Housing Unit; and the elimination of a small apartment.
- 5.2. This remodeling may occur prior to or concurrent with the Phase II Historic Rehabilitation.

6. **PUD Private Open Space**

- 6.1. The Owner shall provide for 20% or more private open space as shown on the Final PUD Plan Set.
- 6.2. Concurrent with the construction of the Rooftop Bar, the Owner shall remove the covered entries, covered stairs and any concrete from the private open space area, and revegetate or landscape these areas in a primarily natural state on an ongoing basis.
- 6.3. The private open space area shall be owned and maintained by the Owner of the Property.
- 6.4. The Owner may propose an addition to the building on the Private Open Space if (A) the addition does not alter the building's contributing status; (B) the PUD amendment is approved based on the current Land Use Code requirements; and (C) if the Applicant is required to pay then then in effect payment in-lieu fee for open space based on the number of new units added to the Property.
- 6.5. The owner understands and agrees that any proposal submitted under in Section 6.4 above would be subject to the OLCU and any policies and procedures in place at the time the proposal is submitted and that no promises concerning future approval have been given to Owner.

7. **Encroachment Permits**

The prior Property owner was granted two encroachment permits by the City. The Owner shall enter into a new encroachment agreement with the City for the current encroachment permits prior to the City issuing a building permit for the Phase I Historic Rehabilitation or prior to any permits for remodeling the hotel. The content and form of the new encroachment agreement shall be set forth by the City.

8. **Miscellaneous.**

- 8.1. **Recording.** This Agreement will be recorded in the Official Records.
- 8.2. **Default, Notice and Cure.** In all instances under this Agreement, at such time as a Party ("Claiming Party") claims that any other Party ("Responding Party") has violated or breached any of the terms, conditions or provisions of this Agreement ("Default"), the Claiming Party shall deliver to the Responding Party a written notice ("Notice of Default"), which notice shall clearly state and describe: (a) each section(s) of the Agreement which the Responding Party has allegedly violated, (b) a summary of the facts and circumstances being relied upon to establish the alleged violation, (c) the

specific steps (“**Cure Events**”) that must be undertaken to come into compliance with the Governing Documents, and (d) the reasonable timeframe, not less than ten days for a monetary default and not less than thirty days for a non-monetary default (unless emergency circumstances require a shorter response time), within which time the alleged violation should be cured (“**Cure Completion Date**”).

- 8.3. **Remedies for Breach or Default.** In the event Owner should fail to perform or adhere to its obligations as set forth herein, or fail to meet specified performance timelines, the City shall have the following remedies against the Owner, or its successors and assigns, which remedies are cumulative and non-exclusive and which may be exercised after the provision of written notice stating that Owner is in breach, the specific steps required to cure the breach and a reasonable timeframe within which to cure the breach:

- 8.3.1. Specific performance;
- 8.3.2. Injunctive relief, both mandatory and or prohibitory;
- 8.3.3. Withdrawal or cancellation of PUD approval;
- 8.3.4. Injunction prohibiting the transfer or sale of any lot or unit created under the PUD approval;
- 8.3.5. Denial, withholding, or cancellation of any building permit, certificate of occupancy or any other authorization authorizing or implementing the development of the Property and/or any structure or improvement to be constructed on the Property; or
- 8.3.6. The City shall have enforcement powers for violations of this Agreement as if they are violations of the OLCU including the power to assess fines and penalties as set forth in the OLCU.

- 8.4. **Governing Law, Costs and Expenses.** This Agreement shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in Ouray County, Colorado. In addition to the remedies of the City pursuant to Section 7.3, a Party may pursue any and all available remedies under applicable law, including, without limitation, injunctive relief and specific performance. All of the rights and remedies of the Parties under this Agreement shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing Party shall recover all legal and related court costs, including all reasonable attorneys’ fees and expert witness fees, costs and expenses.

- 8.5. **Indemnity.** To the fullest extent permitted by law, the Owner shall indemnify and hold the City, its agents, officers or employees harmless from and against any and all claims, demands, liabilities, actions, costs, damages, expenses and attorney's fees that may arise out of or result directly or indirectly from the Owner's actions or omissions in connection with this Agreement, including but not limited to Owner's improper design or construction of any improvements required thereunder, or Owner's failure to construct or complete the same.

- 8.6. **Binding Effect.** This Agreement shall extend to, inure to the benefit of, and be binding upon the City and its successors and assigns and upon the Owner, its successors (including subsequent owners of the Property, or any part thereof), legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the City and the Owner (subsequent transferee owners’ consent to modification(s) or release(s) shall not be required unless the modification(s) directly limit or restrict the zoning or development rights awarded to a subsequent transferee owner’s specific lot); or (b) expiration of the

term hereof.

- 8.7. **Parties Representations.** In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they will perform their duties and obligations in a commercially reasonable and good faith manner and that this commitment is being relied upon by each other Party; (b) that parties will promptly provide a response to a notice when required, the response will be provided within the timeframe established and if no timeframe is stated, it shall be deemed to be 30 days and the failure to timely provide a response shall be deemed to be an approval; (c) that the Owner is a duly qualified and existing entity, capable of doing business in the state of Colorado; and (d) that the parties has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of the parties and the person signing below is duly authorized and empowered to execute this Agreement.
- 8.8. **Fees and Charges.** Owner shall pay fees and charges of every kind and nature imposed or required by City under current or future regulations covering the actual costs of City in (1) processing applications and requests for permits, approvals and other actions, and (2) monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Owner hereunder
- 8.9. **Future Amendments.** The City, its employees, agents, or any elected or appointed official, have not made any promises to Owner concerning approval of future amendments to this Agreement. Owner represents and warrants that Owner is not relying on any promises concerning future amendments when entering this Agreement.
- 8.10. **Severability and Further Assurances.** If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.
- 8.11. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.
- 8.12. **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

8.13. **Counterparts and Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement.

8.14. **Notice.** All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by Fax, Email or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each party notifying the party of the change.

City:

City of Ouray
Attention: City Manager
P.O. Box 468
Ouray, CO 81427
(970) 325-7212 (fax)

Owner:

Imogene Holdings, LLC
Attention: Stuart Gillespie, Manager
P.O. Box 848
Ouray, CO 81432

8.15. **Exhibits and Attachments.** All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement.

8.16. **Rights of Lenders.** The City is aware that financing for acquisition, development and/or construction of the Project may be provided in whole or in part, from time to time, by one or more lenders. In the event of an event of default by the Owner under this Agreement, the City shall provide notice of such event of default, at the same time notice is provided to Owner, to any lender previously identified in writing to the City pursuant to Paragraph 13.14. If such lenders are permitted, under the terms of the agreement with Owner to cure the event of default and/or to assume Owner's position with respect to this Agreement, the City agrees to recognize such rights of such lenders and to otherwise permit such lenders to assume all of the rights and obligations to Owner under this Agreement, including without limitation, the rights to the collateral described hereinabove.

8.17. **Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications shall expire as of September 18, 2020 unless Owner has either: (a) obtained a building permit and commenced construction of the rooftop bar and Phase I Historic Rehabilitation; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If the Phase I Historic Rehabilitation has not timely commenced or an extension has not been obtained prior to September 18, 2020, the Agreement and Town Approvals shall expire. Once the Phase I Historic Rehabilitation authorized under this PUD has been completed in accordance with this Agreement and Town laws, the PUD shall remain valid unless it is amended or revoked by the City.

8.18. **Amendments.**

- 8.18.1. Amendments to the provisions of this Agreement shall be received and acted upon as a subject to any applicable City's procedures and to the requirement for findings under the Planned Unit Development Act of 1972 at C.R.S. 24-67-106(3)(b) and applicable law, unless such amendment is determined to be minor in nature which may be acted on the Community Development Coordinator in consultation with the City Administrator.
- 8.18.2. Amendments to the provisions of this PUD Designation may be initiated by, and the applicant on any application for any such amendment may be, any of the following persons or entities (each, a "Permitted Applicant") acting alone or together:
- 8.18.2.1. the City Council,
 - 8.18.2.2. the Planning Commission,
 - 8.18.2.3. any owner of fee title to any real property within the Property on the condition that the owner's real property would be directly affected by such amendment (an "Affected Property Owner"),
 - 8.18.2.4. anyone having written permission from an Affected Property Owner, or
 - 8.18.2.5. a public entity having the power to obtain title to the property through condemnation.

IN WITNESS THEREOF, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

CITY:

City of Ouray, Colorado, a Colorado
Home Rule Municipality and Political
Subdivision of the State of Colorado

By: Pam Larson
Pam Larson, Mayor

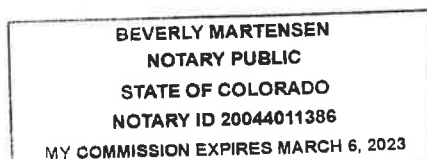
Date: April 15, 2019

Attest: Melissa M. Drake

By: Justin Perry
Justin Perry, Interim City Administrator

Date: April 15, 2019

STATE OF COLORADO)
COUNTY OF OURAY) ss



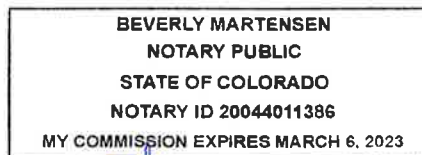
Acknowledged, subscribed and sworn to before me this 15th day of APRIL, 2019 by Pam Larson as the Mayor of the City of Ouray.

Witness my hand and official seal.

Beverly Martensen
Notary Public

My commission expires: 3/6/2023

STATE OF COLORADO)
COUNTY OF OURAY) ss



Acknowledged, subscribed and sworn to before me this 23rd day of APRIL, 2019 by Justin Perry as the Interim City Administrator of the City of Ouray.

Witness my hand and official seal.

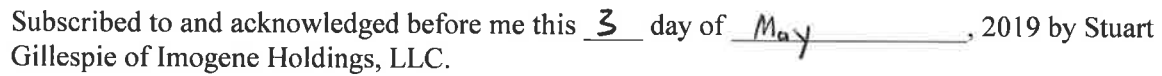
Beverly Martensen
Notary Public

My commission expires: 3/6/2023

Imogen Holdings, LLC

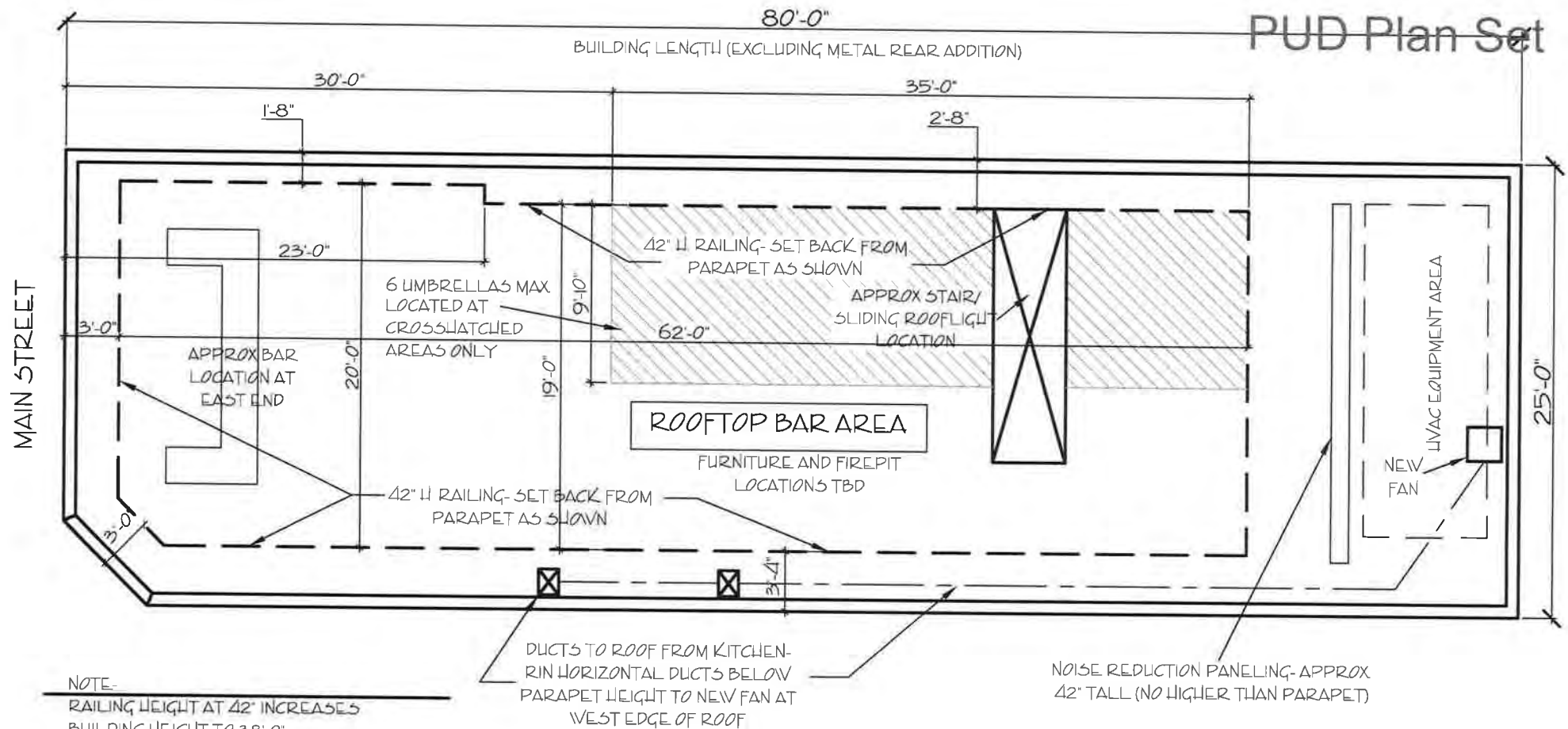
Date: 5/3/19

State of COLORADO)
County of OURAY)ss



Beverly Markus My commission expires: 3/6/2023
Notary Public

Exhibit A. Final PUD Plan Set



EIGHTH AVENUE

COLUMBUS BUILDING PUD

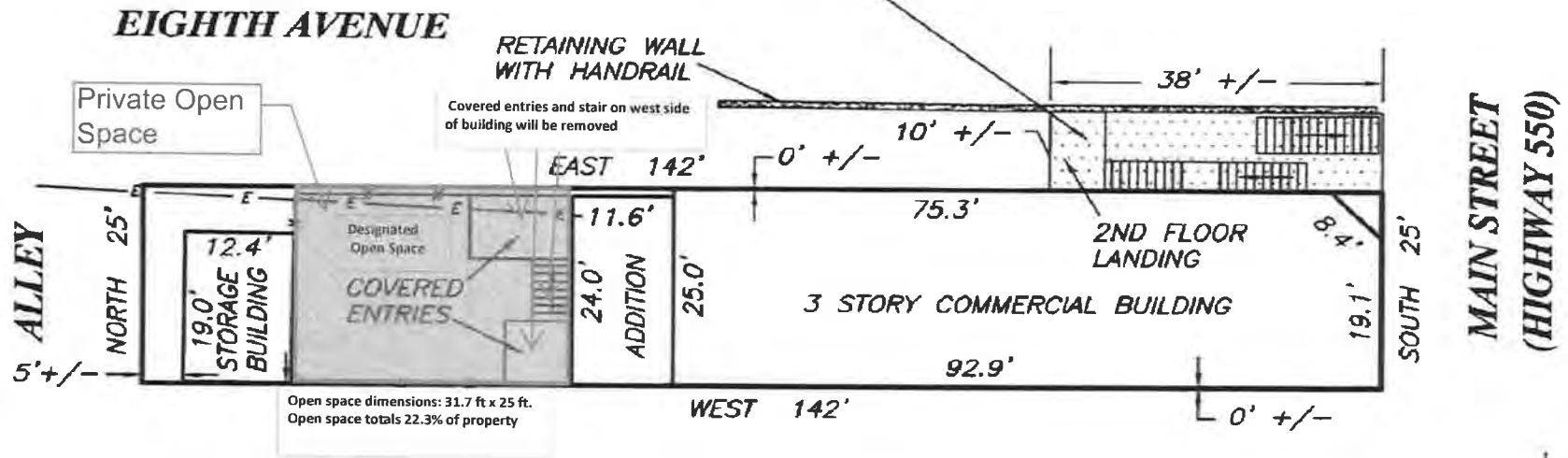
ROOFTOP BAR PLAN

1/8" = 1'-0"

EXHIBIT 5

The private open space designated on the Final PUD Plan Site Plan shall be owned and maintained by the Owner of the Property

ENCROACHMENT AREA PER PERMITS 660-70-101-07 AND 660-70-101-91



>

Exhibit 1:

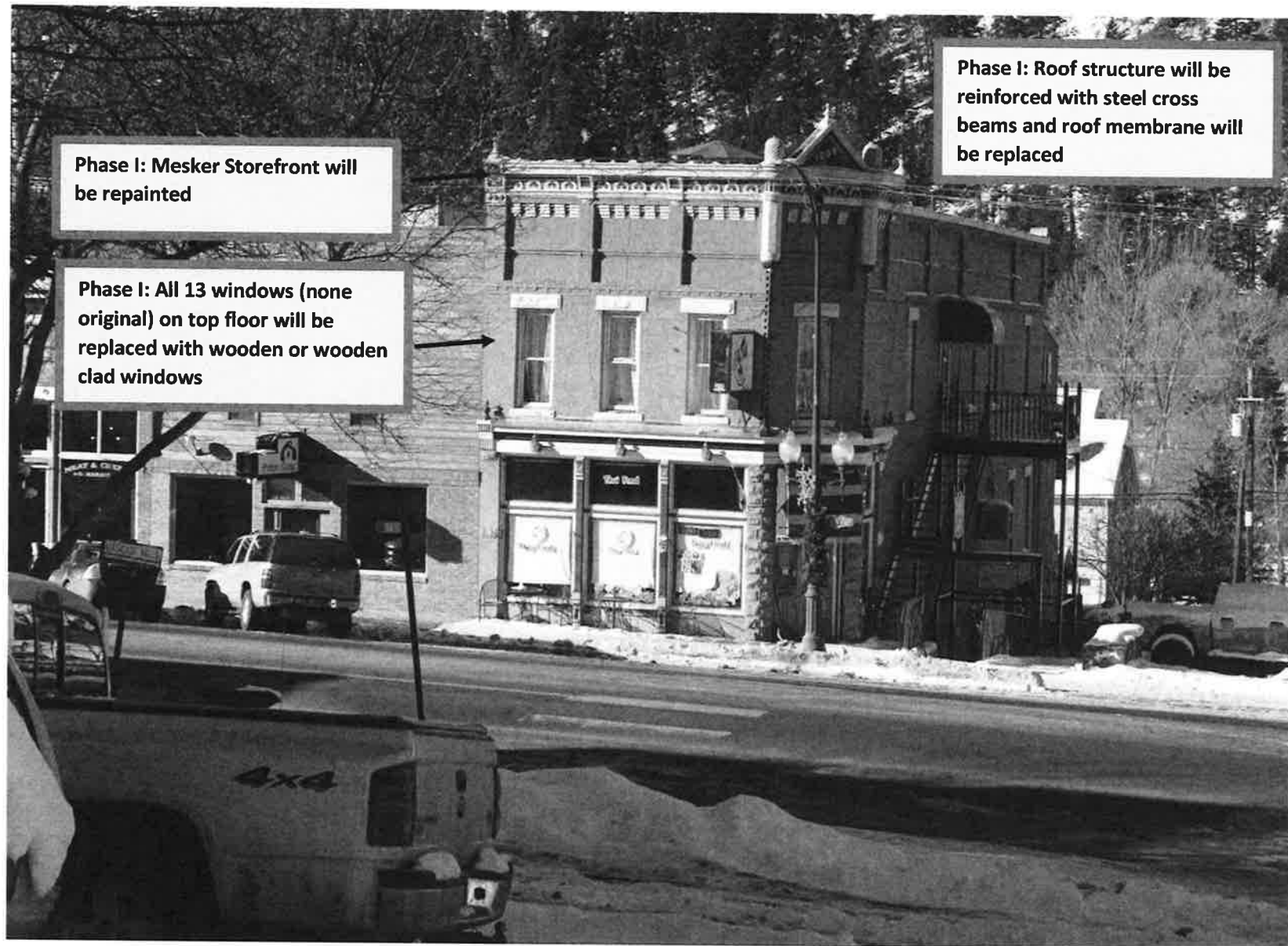


Exhibit 2:

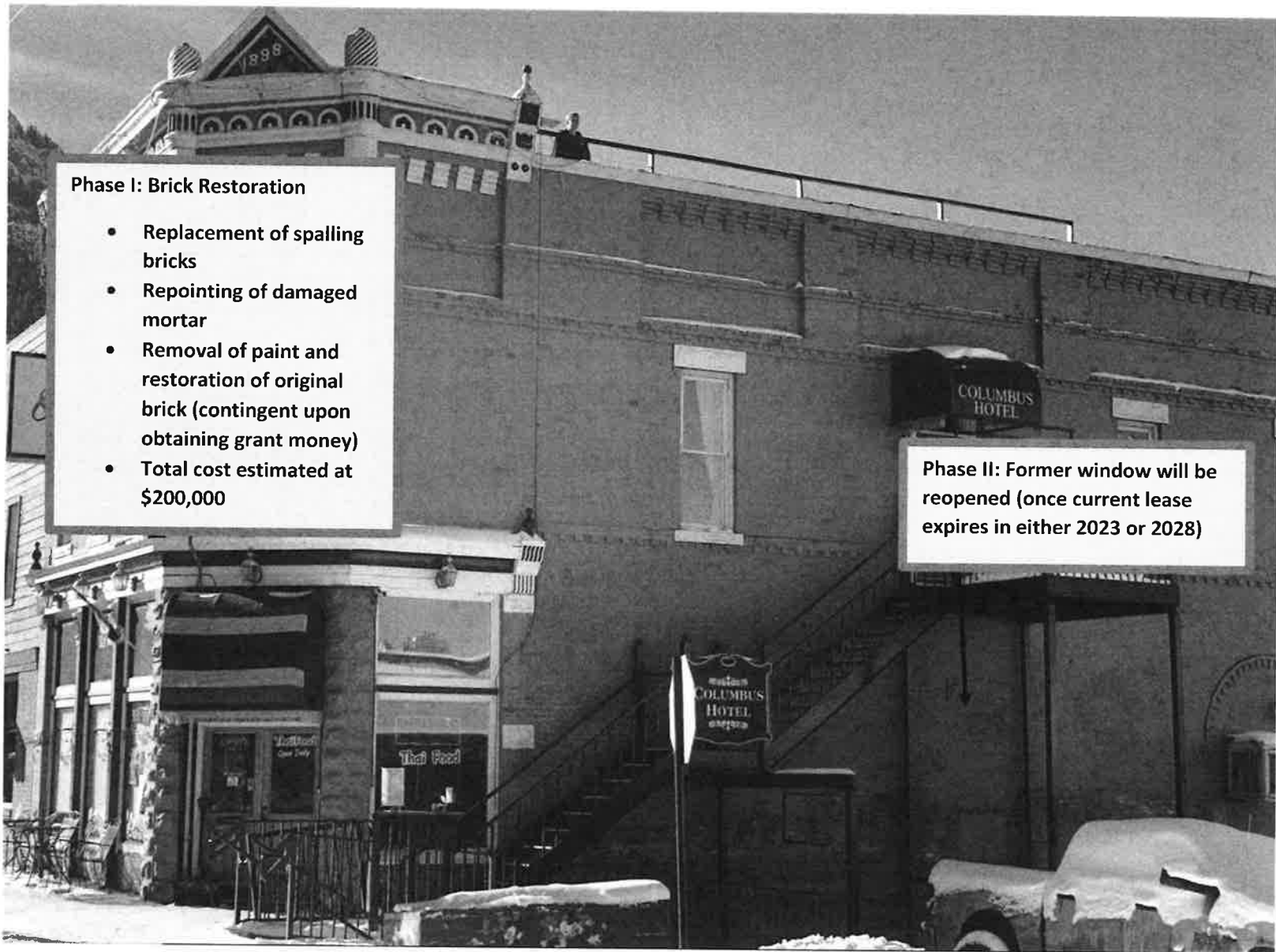
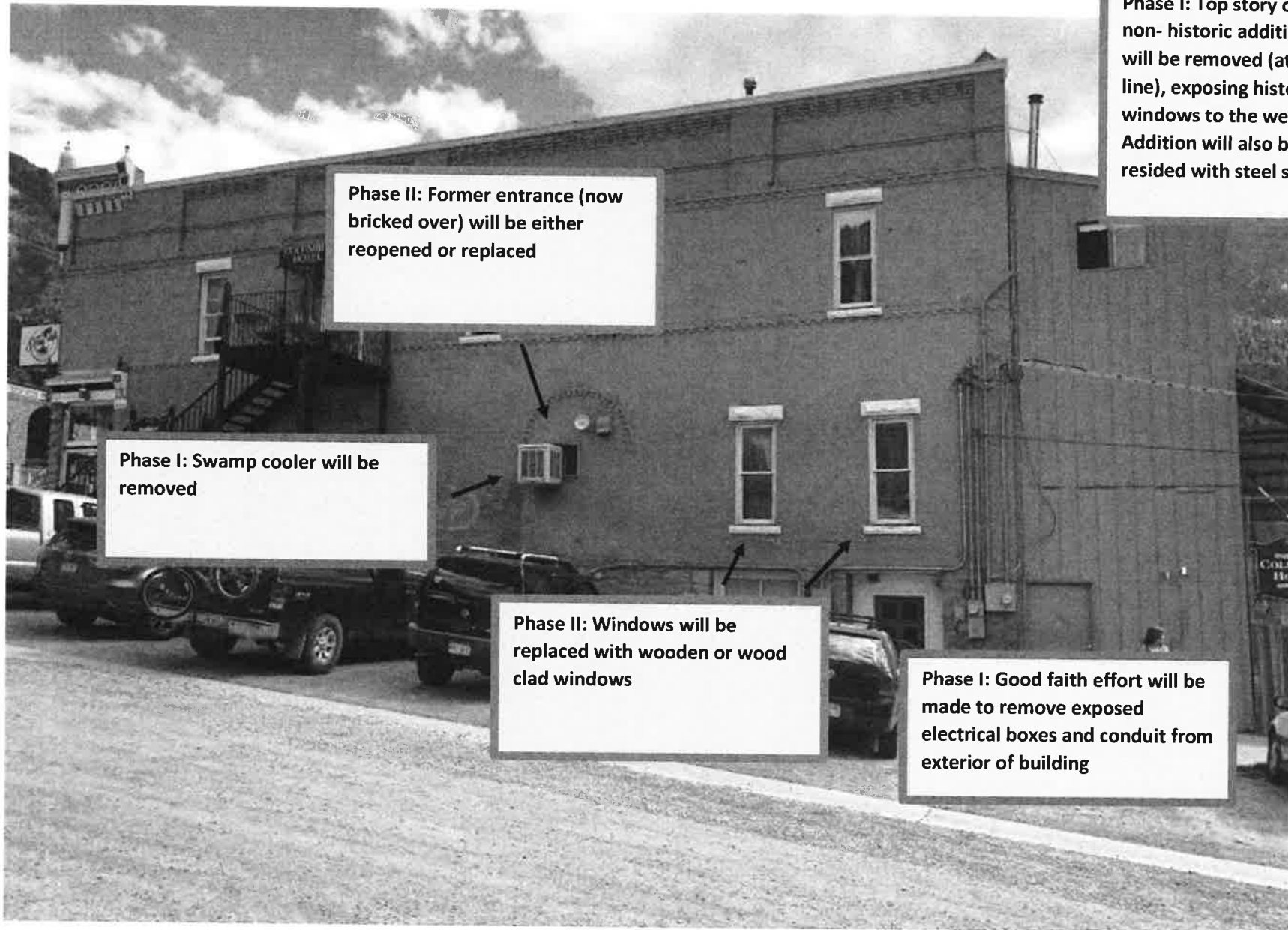


Exhibit 3:



Phase I: Top story of non- historic addition will be removed (at red line), exposing historic windows to the west. Addition will also be resided with steel siding

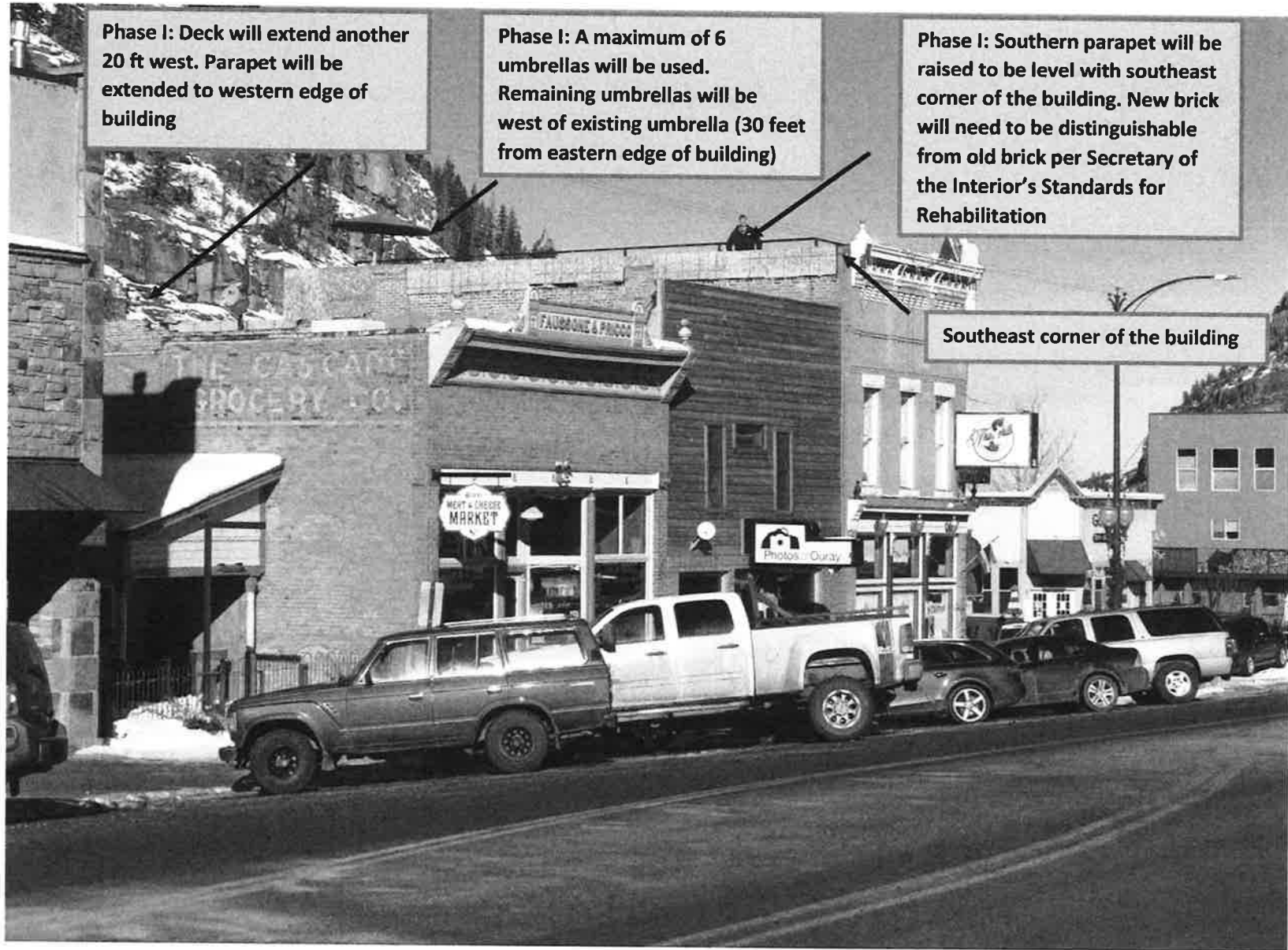
Phase II: Former entrance (now bricked over) will be either reopened or replaced

Phase I: Swamp cooler will be removed

Phase II: Windows will be replaced with wooden or wood clad windows

Phase I: Good faith effort will be made to remove exposed electrical boxes and conduit from exterior of building

Exhibit 4:



11.21.2019

Attn- Ouray Planning Commission and Ouray City Council

Re- Columbus House Historic Renovation

Narrative- Application to Amend PUD

Please find attached amended conceptual drawings for the rooftop bar at 740 Main St. The changes proposed are summarized below:

- **Increasing the size of the rooftop bar to the entire length of the building**
- **Adding 8 ft to the back of the existing addition across all three levels**
 - This addition has been verbally approved at the state and federal levels as being in compliance with the Sec of Interior's Standards for Historic Rehabilitation. Addition is contingent on written approval, which is expected by year end.
- **Umbrellas on the easternmost and westernmost sides of the building.**
 - Having some shade at bar on east side of building is a necessity for staff and patrons
 - More umbrellas are needed to the west to accommodate more seating
- **Increasing the number of umbrellas allowed from 6 to 8**
 - Tuuci umbrellas specifically designed to withstand high winds and will be bolted to the roof structure
- **Moving the rail on the south side of the building to be on top of the parapet**
 - The parapet will sit 34 inches above the deck. Adding an 8 inch rail above the parapet will bring the rail height to 42 inches and will save ~\$10,000 compared to building a free standing rail set back from the parapet
- **Proposed second exit via easement on neighbor's roof to the south**
 - Southeastern parapet will have emergency gate leading to neighbor's roof
- **Occupancy increases from 50 to 80**
 - Increased revenue will help pay for substantially more costly rehabilitation than what was originally proposed.
 - Total budget of \$1.6mm includes over \$300,000 in exterior improvements, including window replacement and brick restoration

Exhibit 1: Proposed Rooftop Bar Layout

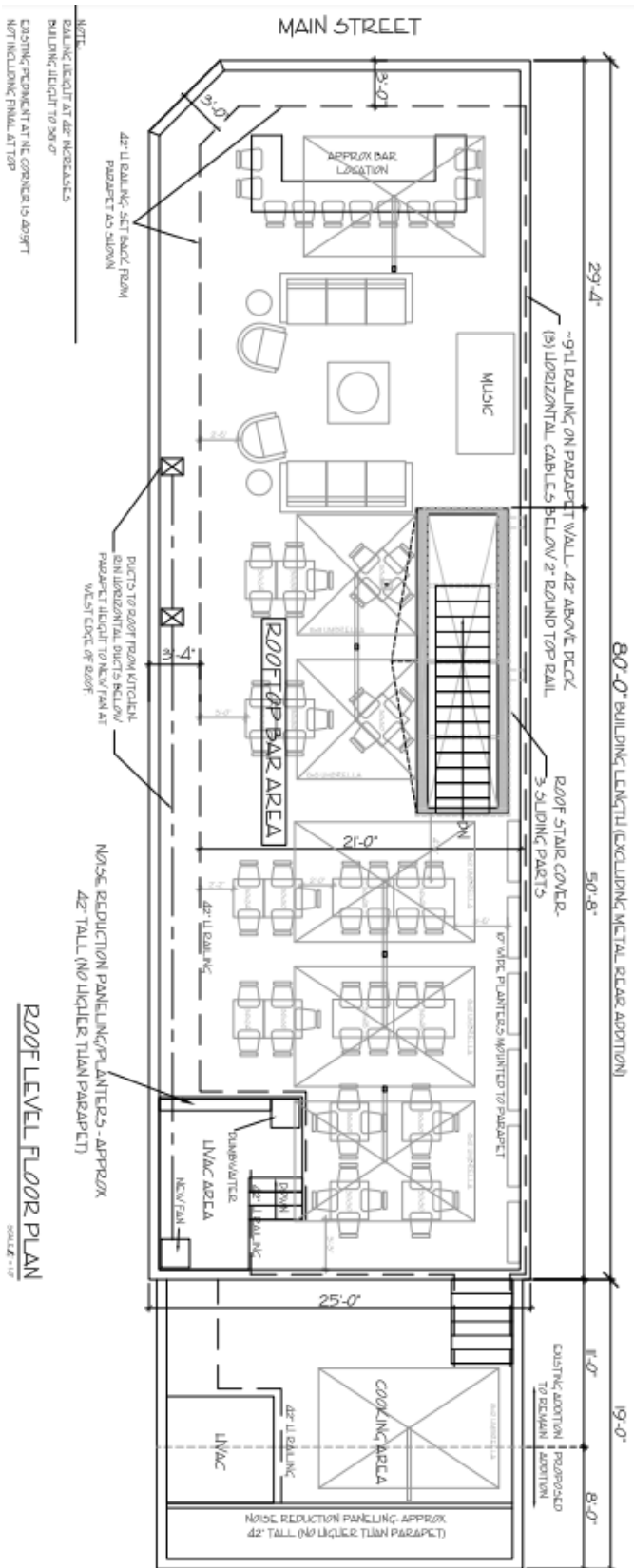


Exhibit 2: Existing PUD Rooftop Bar Layout

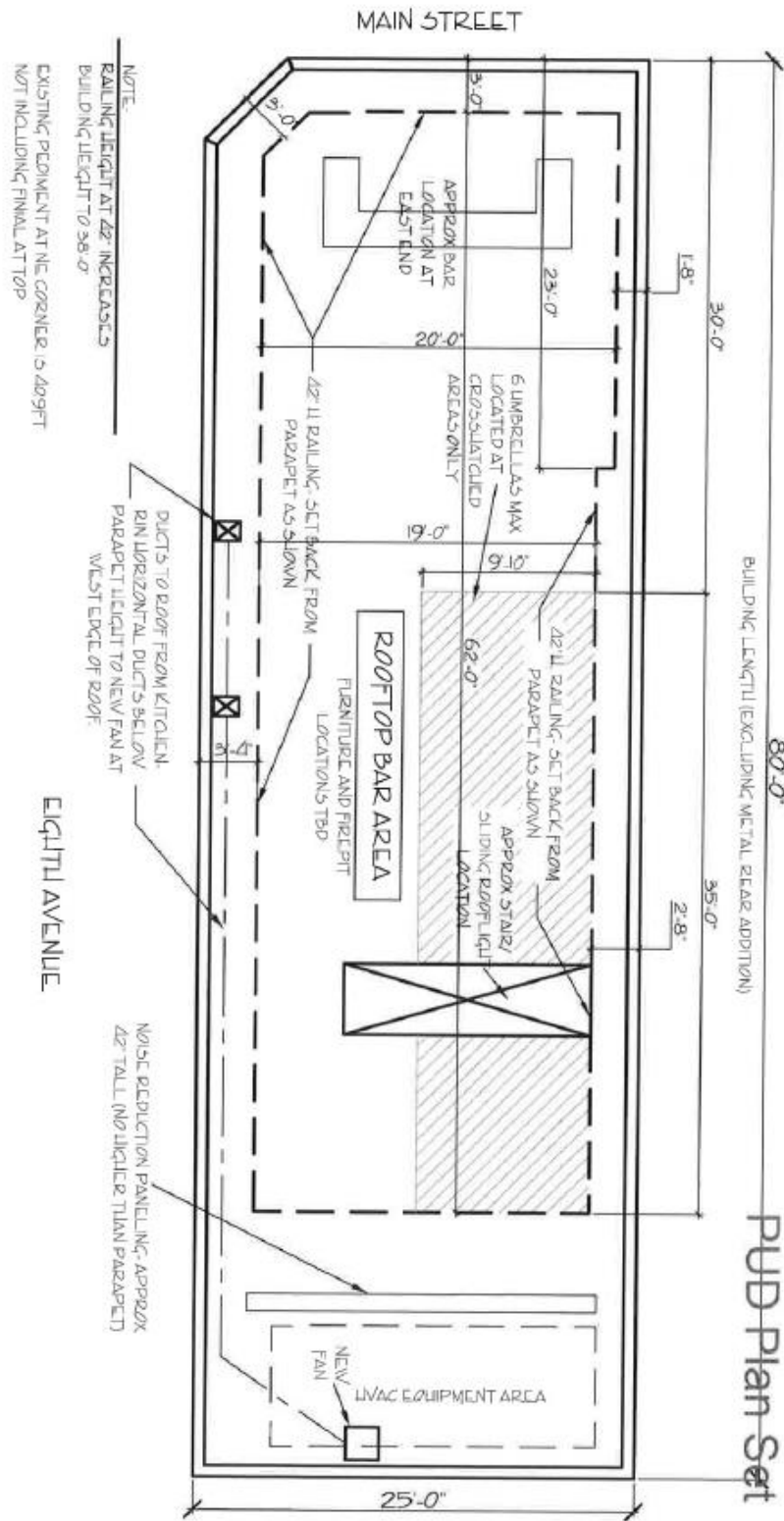


Exhibit 3: Northern Elevation with existing addition



Exhibit 4: Northern Elevation with proposed 8 ft addition

Addition parapet elevation
of 7763.0 (21 inches
below historic parapet

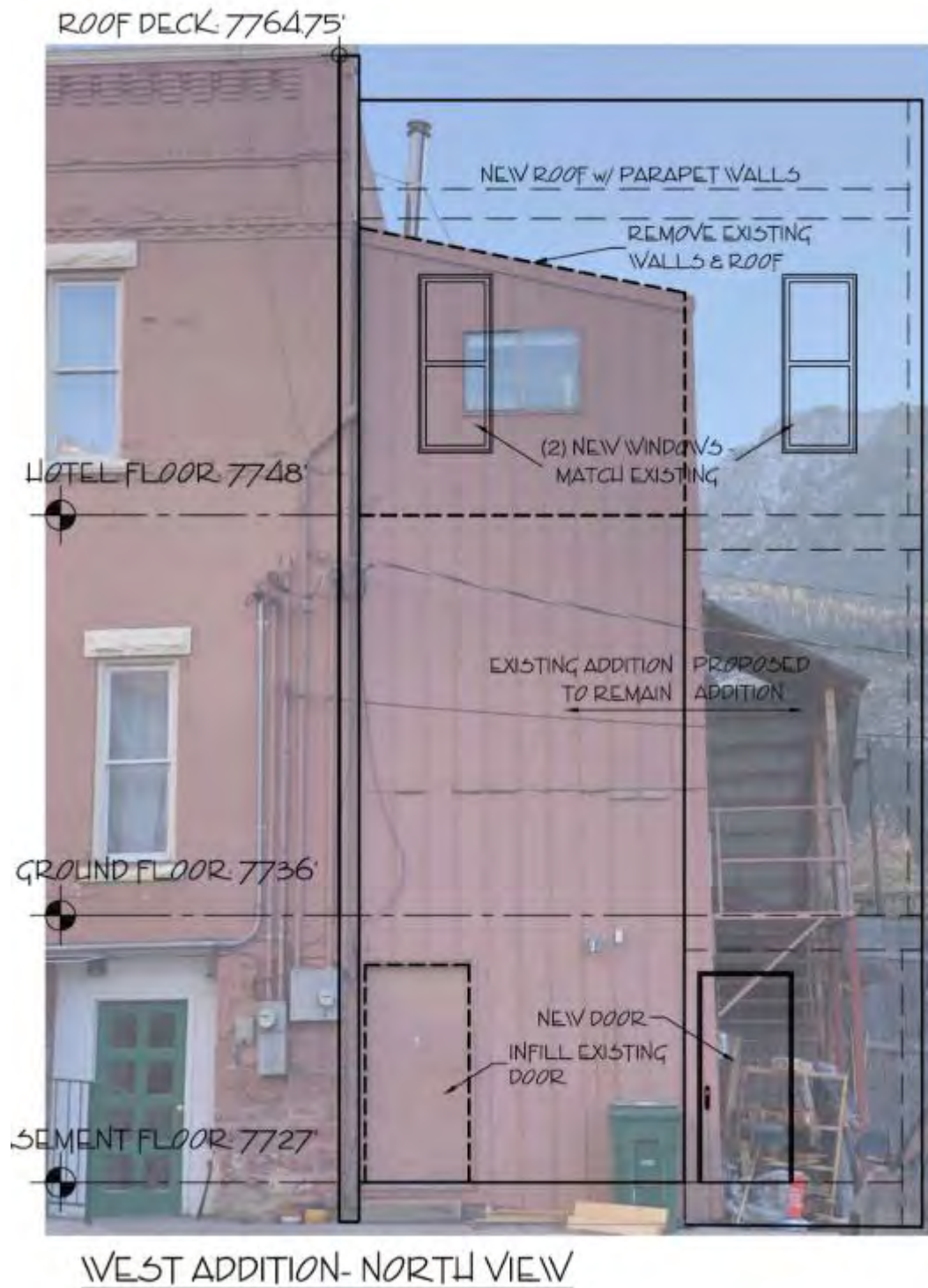


Exhibit 5: Western Elevation of Addition

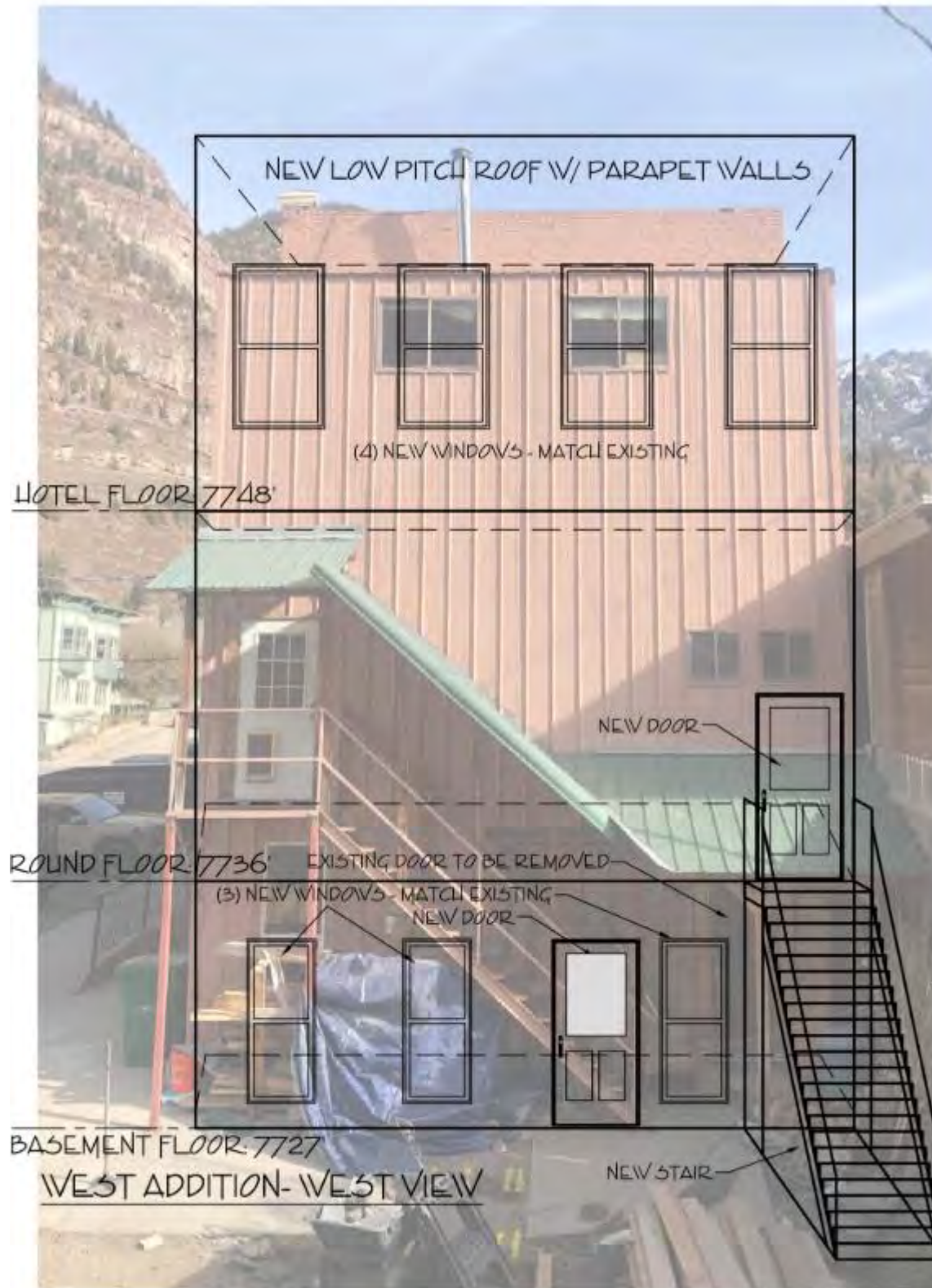


Exhibit 6: Visual impact of eastern and western umbrellas, northern elevation



Exhibit 7: Visual impact of eastern umbrella for bar, southern elevation



Exhibit 8: Proposed Cantilevered Umbrellas (fabric will be green)



Exhibit 9: Floor layout for lobby bar

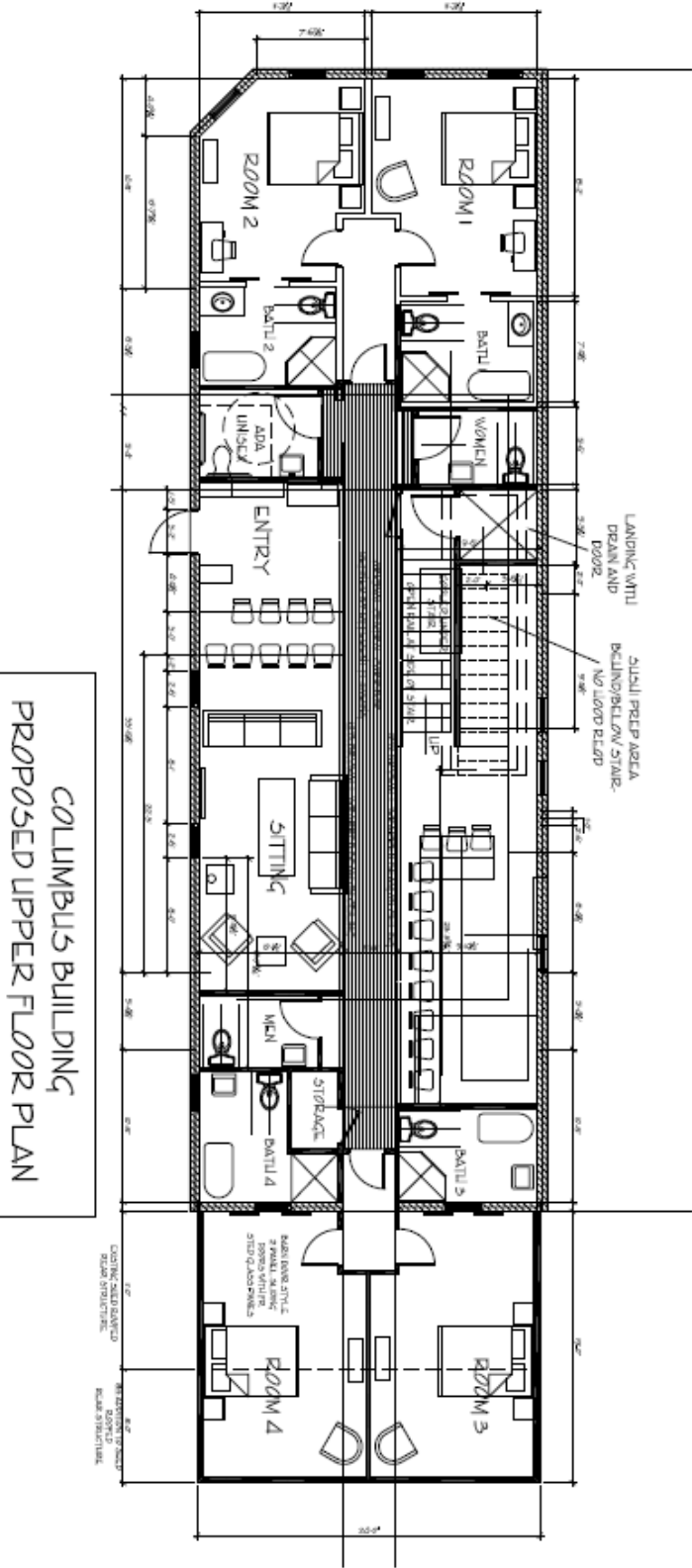


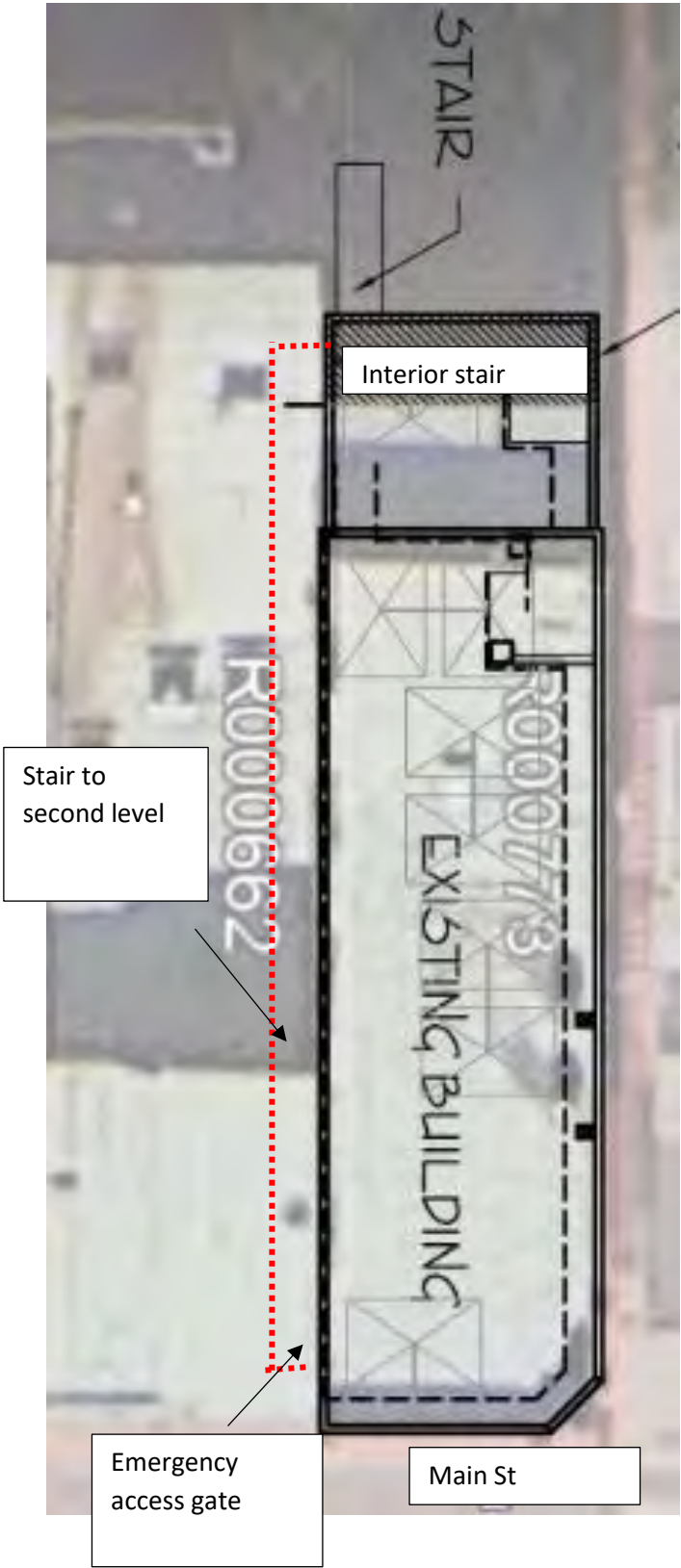
Exhibit 10: Lobby Bar Sketches



Exhibit 11: Hotel Room Sketches



Exhibit 12: Proposed Emergency Fire Escape



**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF OURAY, COLORADO
(RESOLUTION NO 2020)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY APPROVING THE COLUMBUS BUILDING PUD AMENDMENT; LOT 13, BLOCK 9, CITY OF OURAY LOCATED AT 740 MAIN STREET

RECITALS

- A. The City of Ouray approved the Columbus Building Planned Unit Development Agreement as recorded at Reception Number 222943 in the official Records of the Clerk and Recorder for Ouray County, Colorado.
- B. Owner submits the PUD Amendment to the City, requesting a new use of the rooftop as a restaurant in addition to the use of the bar already granted, an additional .5' height increase for added dumbwaiter to the project for a total height of 38.5' variance for the dumbwaiter, an additional umbrella, removal of the provision that the top floor of the rear non-historic addition be removed and replaced with approved siding, and removal of the private open provision which was reviewed and considered by the City in accordance with applicable law.
- C. At a duly noticed and conducted public hearing on December 10, 2019, the Planning Commission recommended to the City Council that the PUD Amendment be _____ with conditions.
- D. At a duly noticed and conducted public hearing on January 6, 2020, the City Council _____ the PUD Amendment.
- E. The Planning Commission and City Council found that the PUD Amendment met the PUD Amendment criteria set forth in C.R.S. 24-67-106(3)(b) and as set forth under the Findings of this resolution.
- F. The PUD Amendment public hearings referred to above were preceded by publication of public notice of such hearing(s) on such dates and/or dates from which such hearings were continued in the *Plaindealer* and by posting the Property, posting the agendas, and mailing of public notice to property owners located within three hundred feet (300') of the Property, as required by the OLUC and State Statutes.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ouray hereby approves the Amended and Restated Columbus Building Planned Unit Development Agreement as set forth in Exhibit A ("**PUD Agreement**") with the following findings and conditions:

Findings:

1. The specific PUD amendments requested by Owner, including the other findings below, are consistent with the efficient development and preservation of the entire planned unit development, does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the planned unit development or the public interest, and is not granted solely to confer a special benefit upon any person.
2. The additional use of the rooftop as a restaurant in addition to a bar is approved.

3. A new dumbwaiter is approved with a height variance of 38.5'.
4. An additional umbrella which is exempt from the 38' height variance is approved which increases the number umbrellas allowed in the approved area from 6 to 7.
5. Removal from the original PUD Agreement of the provision that requires the top floor of the rear non-historic building addition be removed and be re-sided is approved.
6. Removal from the original PUD Agreement of the provision that requires the PUD Private Open Space plan implemented is approved.
7. The vesting period for the PUD Amendment of June 1, 2021, an increase from September 1, 2020 is approved.
8. *Any other findings Council may decide.*

Conditions:

1. The Owner and City shall execute and record the PUD Agreement within two (2) months of the City Council approval or the PUD Amendment shall be null and void without further Council approval, and Owner shall be without any recourse.
2. Prior to the City the executing and recording the PUD Agreement as required under the paragraph above, the State Historic Fund will approve the proposed addition to ensure that the Columbus Building's contributing status is not affected.
3. *Any other conditions Council deems necessary.*

ADOPTED by the City Council of the City of Ouray at its regular meeting on _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Greg Nelson, Mayor

ATTEST:

Melissa Drake, City Clerk

AMENDED AND RESTATED
COLUMBUS BUILDING PLANNED UNIT
DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT (“Agreement”), dated and made effective as of _____, 2020 (**“Effective Date”**), is entered into by and between the City of Ouray, Colorado, a Colorado Home Rule Municipality (**“City”**) and Imogene Holdings, LLC (**“Owner”**). City and Owner are sometimes each individually referred to as a **“Party”** and sometimes collectively as the **“Parties”**. The Agreement concerns real property know as Lot 13, Block 9, City of Ouray; with an address of 740 Main Street (**“Property”**).

DEFINITIONS

Unless otherwise provided for herein, all capitalized but undefined terms used in this Agreement shall have the meanings set forth in the City of Ouray Land Use and Development Code (**“OLUC”**). In addition, the Parties acknowledge and agree to the following definitions (**“Definitions”**) and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

~~A.~~ **“Applications”** shall collectively mean the various land use applications, including plans, drawings, specification, narratives, reports, studies and other materials prepared by Owner and submitted to the City concerning the development of the Project on the Property, inclusive of: (1) Planned Unit Development (Sketch, Preliminary and Final PUD Plan) (**“PUD”**) pursuant to Section 7-8 of the OLUC; and (2) a Site Development Permit pursuant to Section 7-4 of the OLUC.

~~B.A.~~ **“Affordable Housing Unit”** shall mean a dwelling unit in the Property that has a maximum rent that is targeted to 50% to 80% of the Area Median Income (**“AMI”**) that is employed full-time (32 hours a week or greater) within the boundaries of the Ouray School District (**“Affordable Housing Unit”**).

~~C.B.~~ **“City Council”** shall mean the City of Ouray, Colorado City Council.

~~D.C.~~ **“City Approvals”** shall mean those certain land use entitlement approvals concerning the Property and the Project that have been granted by the City, including, without limitation, ~~approvals for the Applications, the Sketch PUD, the Preliminary PUD, the Final PUD and the Site Development Permit~~ the Final PUD, the Site Development Permit, the PUD Agreement recorded at Reception No. Reception Number 222943, and this PUD Amendment.

~~E.D.~~ **“Planning Commission”** shall mean the City of Ouray Planning Commission

~~F.E.~~ **“Final PUD Plan Set”** shall mean the final plans, drawings and specifications for the Property and Project that have been approved by the Planning Commission and the City Council, as reflected in the City Council Approval Resolution ~~and this Agreement~~, which plans, drawings and specifications consist of each of the documents are listed and described on attached **Exhibit “A”, and incorporated herein.**

~~G.F.~~ **“OLUC”** shall mean the City of Ouray Land Use and Development Code adopted by the City, as amended through the Effective Date.

~~H.G.~~ **“Official Records”** shall mean the Official Records of the Clerk and Recorder for Ouray County, Colorado.

~~H.~~ **“Project”** shall mean the redevelopment and rehabilitation of the Columbus Building as set forth herein and on the Final PUD Plan Set, including without limitation: (1) the partial historic rehabilitation of the Columbus Building (**“Historic Rehabilitation”**); (2) increasing the existing building height of the Columbus Building for: (a) the a Rooftop Bar/Restaurant safety railing to a maximum building height of 38’; and (b) the dumbwaiter shaft to a maximum building height of 38.5’ (**“Building Height Variation”**); (3) the provision of the Affordable Housing Unit; (4) the remodeling of the Columbus Hotel (**“Hotel Improvements”**); (5) the use and operation of a rooftop bar/restaurant that is open to the public (**“Rooftop Bar/Restaurant”**) and (5) other improvements as provided for in this Agreement.

~~I.~~ **“PUD Amendment”** shall mean the PUD amendment application, including plans, drawings, specification, narratives, studies and other materials prepared by Owner and submitted to the City concerning the development of the Project, and the Final PUD Plan Set.

RECITALS

~~I.J.~~ The Parties acknowledge and agree to the following recitals (**“Recitals”**) and further agree that each of the Recitals: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.

~~J.K.~~ Owner submitted the PUD Amendment Application to the City, which was reviewed and considered by the City in accordance with applicable law, including but not limited to the OLUC.

~~K.L.~~ At a duly noticed and conducted public meeting/hearing on ~~December 11, 2018~~ January 14, 2020, the Planning Commission recommended to the City Council that the PUD Amendment be approved with conditions.

~~L.M.~~ At a duly noticed and conducted public meeting/hearing on January, ~~2020~~ 2018, the City Council conditionally approved the PUD Amendment.

~~M.~~ At a duly noticed and conducted public hearing on January 8, 2019, the Planning Commission recommended to the City Council that the Preliminary PUD be approved with conditions.

~~N.~~ At a duly noticed and conducted public meeting on January 22nd, 2018, the City Council approved the Preliminary PUD.

~~O.~~ At a duly noticed and conducted public hearing on March 12, 2019, the Planning Commission recommended to the City Council that the Application for Final PUD be approved with conditions.

~~P.~~ At a duly noticed and conducted public meeting on March 18, 2019 the City Council approved Resolution Number 3 2019 approving Final PUD Application (**“Approving Resolution”**).

~~Q.N.~~ The Planning Commission and City Council found that the ~~Applications-PUD Amendment~~ met the PUD ~~Amendment~~ criteria ~~for decision set forth in OLUC Section 7-8-B set forth in C.R.S. 24-67-106(3)(b)~~ and as set forth in the Approving Resolution.

~~R.O.~~ The ~~Preliminary PUD~~ ~~PUD Amendment~~ public hearings referred to above were preceded by publication of public notice of such hearing(s) on such dates and/or dates from which such hearings were continued in the *Plaindealer* and by posting the Property, posting the agendas, and mailing of public notice to property owners located within three hundred feet (300') of the Property, as required by the OLUC and State Statutes.

~~P.~~

~~S.Q.~~ The 2019 PUD Agreement is hereby amended and restated in this Agreement.

AGREEMENTS AND CONSIDERATION

NOW THEREFORE, in consideration of the foregoing Recitals and Definitions, which are incorporated into this Agreement and the mutual agreements, obligations and promises set forth below and in further consideration of the City's final approval of the ~~Applications-PUD Amendment~~ for the Project upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by Owner and the mutual obligations and promises set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the City covenant and agree as follows:

1. **Introduction.** Pursuant to OLUC 7-8, this Agreement establishes the land uses and density that shall be permitted within the Property, a general development plan, development standards and conditions that must be adhered to by Owner. This Agreement also specifies improvements that must be made, and conditions, which must be fulfilled in conjunction with the development of the Property. Where this Agreement does not address a specific development standard or requirement of the City, ~~the Final PUD Plan Set,~~ -the provisions of the OLUC, the City of Ouray Municipal Code or Charter shall apply. Where this Agreement addresses a specific development standard or requirement, the provisions of this Agreement shall supersede the provisions of the OLUC ~~or the Final PUD Plan Set.~~ In all cases the provisions of the Charter shall supersede the provisions of the Agreement.
2. **Permitted Uses and Density.**
 - 2.1. The following are the permitted uses for the Property under the approved Final PUD Plan that is attached hereto as Exhibit A consistent with the requirements contained herein:
 - 2.1.1. Permitted uses in the Property include a maximum of ten (10) hotel units; one (1) Affordable Housing Unit; Hotel Uses; and accessory uses to the permitted uses in the Property
 - 2.1.2. Hotel Uses, Affordable Housing Unit, apartment, and accessory uses to the permitted uses in the Property on the Lower Level.
 - 2.1.3. Commercial and existing apartment uses on the Main Level.
 - 2.1.4. Hotel Uses and Interior Bar on the Second Level.
 - 2.1.5. Rooftop Bar/~~Restaurant~~ on the Roof Level.
 - 2.2. Any major remodeling of the Main Level that proposes to keep the apartment shall be completed in accordance with the effective requirements of the C-1 Zone District that may prohibit or limit residential development on the ground floor (Main Level).

3. OLUC Variations

The City approves the following building height variations to the requirements of the OLUC pursuant to the PUD Process in OLUC Section 7-8:

- 3.1. The City approves increasing the existing building height of the Columbus Building to allow for:
 - 3.1.1. ~~The Rooftop Bar/Restaurant s~~Safety railing ~~that~~ shall not exceed a maximum building height of 38 feet; ~~and-~~
 - ~~3.1.1.3.1.2.~~ 3.1.2. The Rooftop Bar/Restaurant dumbwaiter shall not exceed a maximum building height of 38.5 feet.
- 3.2. The pediment on the Columbus Building's northeast corner has a building height of 40.9 feet not including the finial on top.
- 3.3. The City hereby approves the existing historic building for the Columbus Building parapets, pediment and finials as PUD variations.
- 3.4. The Columbus Building on the Property is ~~classified as~~ a legal, conforming structure in regards to building height ~~unless the OLUC maximum building height is increased to make the building legal conforming.~~

4. Assurance of Innovative Development Plan and Compliance with PUD Criteria

- 4.1. **Provision of Innovative Plan.** Owner agrees to provide and/or undertake the Historic Rehabilitation, the deed restriction of the Affordable Housing Unit; the provision of the Rooftop Bar/Restaurant; and the Hotel Improvements as provided for herein.

4.1.1. **Historic Rehabilitation**

- 4.1.1.1. **Phase I Historic Rehabilitation.** The Owner shall provide for the historic rehabilitation of the Columbus Building as follows and as provided for in the Final PUD Plan Set:

- 4.1.1.1.1. **Window Replacement.** The Owner shall replace the windows on the Second Level with wood or aluminum clad wood windows (as approved by state and/or federal agencies) that improve the building's historic character. Window specifications will be provided to the City as a part of the required building permit.
- 4.1.1.1.2. **Mesker Storefront.** The Mesker Storefront will be painted using historic painting methods and color changes. The Owner shall submit a detailed painting plan for the Mesker Storefront to the City as a part of the building permit application.
- 4.1.1.1.3. **Brick and Mortar Restoration.** The Owner shall replace all spalling bricks on the building, and repair mortar as needed with repointing. The Owner and City staff shall walk the site to view and document the existing conditions and restoration as a part of the building permit process.
- 4.1.1.1.4. **Brick Restoration.** The Owner shall remove all paint from the building to restore the original brick using

industry safety standards. If the cost of such removal exceeds \$30,000 and the Owner has used a good faith effort to obtain available grant funding, the bricks on the building may be temporarily repainted until Phase II Improvements. Owner shall rehabilitate the cornice, pediment and finials to the extent practical with the Phase I historic rehabilitation, including but not limited to the maintenance of the historic coloring pattern.

~~4.1.1.1.5. **Reduction of Non-Historic Addition.** The Owner shall remove the top floor for the non-historic rear addition, and re-side the building as provided for in the Final PUD Plan Set. [COUNCIL WILL DECIDE]~~

~~4.1.1.1.6.~~ **4.1.1.1.5. New Roof.** Owner shall provide for a new roof membrane for the building and new roofing for the parapet and pediment, and shall install metal flashing on the parapet in accordance with historic rehabilitation standards.

~~4.1.1.1.7.~~ **4.1.1.1.6. Strengthen Existing Roof Trusses.** The Owner shall repair and strengthen the roof structure.

~~4.1.1.1.8.~~ **4.1.1.1.7. Removal of Swamp Cooler.** The Owner shall remove the swamp cooler on the north facade and may install temporary ventilation in the current brick opening.

~~4.1.1.1.9.~~ **4.1.1.1.8. Removal of Coverings and Stairs.** The Owner shall remove the two covered entries, stairs, concrete and other improvements in the Private Open Space area shown on the Final PUD Plan Set. All areas within the Private Open Space area will then be landscaped.

4.1.1.2. Phase II Historic Rehabilitation. The Owner shall provide for the historic rehabilitation of the Columbus Building with any major remodeling of the Main Level as provided for in this section. Major remodeling includes but is not limited to the conversion of the space to a retail or other permitted commercial use; the elimination of the current apartment on the Main Level; or the complete removal of all interior walls and installation of new walls for a commercial use. The Phase II Historic Rehabilitation will commence no later than August 22, of 2028: within one year after the current lease in place expires.

4.1.1.2.1. Window Replacement. The Owner shall replace the windows on the Main Level north façade with wood or aluminum clad wood windows (as approved by state and/or federal agencies) that improve the building's historic character and match the Second Level windows. Window specification will be provided to the City as a part of the required building permit.

4.1.1.2.2. Reinstallation of Window. The north façade under the exterior stair has a window opening with stone sill and lintel that has been bricked up. The Owner will reinstall this window with a window to match the other windows

in the building and also restore the stone lintels by removing the paint and repairing as needed.

- 4.1.1.2.3. **Adaptation of Old Building Entrance.** The north façade contains an historic building entrance that has been bricked up and no longer is functional due to grade changes, and building improvements. The Owner shall remove the brick and install either windows or door in this bricked up opening, pending approval by the Federal and state agencies responsible for overseeing historic rehabilitation tax credits.

4.1.1.2.3.1. Owner may propose to construct an outdoor dining area below the Second Level stairs provided the City approves a new encroachment permit; a Site Development Permit is submitted and approved by Town staff; adequate ingress and egress is provided to the Lower Level; and the alteration does not change the building's contributing status.

- 4.1.1.2.4. **Removal of Paints from Bricks.** The Owner shall make a good faith effort to fund the removal of the paint and restore the original brick finish if such is not completed under the Phase I Historic Building. If the cost of such removal exceeds \$50,000 and the Owner has made a good faith effort to obtain available grant funding, the owner may leave the existing paint in place or repaint the building.

4.1.1.3. **Historic Preservation Covenant.** Prior to the issuance of a building permit for the Phase I Historic Rehabilitation the Owner agrees to place a covenant on the Property in a form approved by the City that prohibits future demolition of the building (unless damaged by fire, flood or other calamity that requires the building to be demolished) and requires exterior alterations to meet mutually agreed standards that may reference Federal or State guidelines.

4.1.1.3.4.1.1.4. **Federal and State Guidelines for Historic Rehabilitation Supersede PUD Agreement.** If the carrying out of any provision in Section 3.1.1 would cause the building to lose its status as a contributing structure in the Ouray National Historic District, or disqualify the building for Federal or State Historic Preservation Tax Credits, then the City may not require the improvement based on consultations with the applicable state or Federal agencies.

4.1.2. **Affordable Housing Unit**

- 4.1.2.1. Owner agrees to deed restrict an apartment in the basement as an Affordable Housing Unit in the basement that contains a minimum of 450 sq. ft.

- 4.1.2.1.1. The Affordable Housing Unit shall be rented only to qualified households who cumulatively earn no more than 50% to 70% of the Area Median Income (“AMI”).
- 4.1.2.1.2. The maximum rent shall not exceed the affordability limits for a household that earns 50% to 70% or less AMI including utility costs.
- 4.1.2.1.3. The Affordable Housing Unit shall only be rented to a person that is employed full-time (32 hours a week or greater) within the boundaries of the Ouray School District.
- 4.1.2.1.4. The Affordable Housing Unit shall meet the definition of a “dwelling unit” per the adopted International Building Code.
- 4.1.2.1.5. The Affordable Housing Unit shall have a maximum rent that is targeted to 50% to 70% of the one (1) person Area Median Income (“AMI”).
- 4.1.2.1.6. The Owner shall enter into a deed restriction on the Affordable Housing Unit prior to the issuance of a building permit for the Phase I Historic Rehabilitation in a form as set forth by the City. The term of such deed restriction shall be 50 years.
- 4.1.2.1.7. The Owner shall provide an annual report to the City on the Affordable Housing Unit, including financial information and a copy of the Lease. Any personal identifying information pursuant to C.R.S. § 24-73-102 or any other information that would identify the tenant shall be redacted from any report.
- 4.1.2.1.8. Owner agrees that should the City form any housing advisory board, housing authority or exercise any authority to regulate affordable housing that this Affordable Housing Unit will be subject to any rules, policies or regulations that the City may adopt from time to time.

4.1.3. **Rooftop Bar/Restaurant**

- 4.1.3.1. Owner shall construct the Rooftop Bar/Restaurant as shown in the Final PUD Plan Set.
- 4.1.3.2. Owner shall operate the Rooftop Bar/Restaurant as a public business and shall not use the Rooftop Bar/Restaurant area as a private deck for the hotel.
- 4.1.3.3. If the public use of this space ceases, ~~the railing, deck and rooftop entrance~~ all improvements associated with such shall be removed.
- 4.1.3.4. No furniture, fixtures or equipment shall be higher than the Rooftop Bar/Restaurant safety railing except for table umbrellas that are limited to the area shown on the Final PUD Plan Set.
- 4.1.3.5. A maximum of ~~six-seven~~ (67) umbrellas are allowed in the Rooftop Bar/Restaurant within the area shown on the Final PUD Plan Set. Umbrellas shall be colored so as to blend into the Mountain backdrop

as approved by the Community Development Department.

- 4.1.3.6. The Rooftop Bar/Restaurant hours of operation shall be open no later than 9:00 pm.
- 4.1.3.7. The Owner may request the Planning Commission grant an extension of the 9:00 pm closure to 10:00 pm if it determines that noise from the Rooftop Bar/Restaurant is acceptable and in line with surrounding ambient noise in the area.
- 4.1.3.8. Live music events shall be permitted only if no amplification is used and does not extend beyond 8:30 pm.
- 4.1.3.9. All noise from the Rooftop Bar/Restaurant shall comply with the City noise limitations set forth by law.
- 4.1.3.10. Noise reduction panels shall be installed on the west side of the Rooftop Bar/Restaurant area as shown on the Final PUD Plan Set to reduce noise levels out of the area.

5. **On-Street Parking**

- 5.1. The ten (10) hotel units on the Property were established in 1991 prior to the City requiring hotel units to provide off-street parking. The current Hotel Use is therefore a legal nonconforming use of the Property and no off-street parking is required.
- 5.2. The Hotel Use on-street parking shall not be reserved and is available to the general public at any time in accordance with City parking regulations and parking laws.
- 5.3. The Owner shall defend and hold the City harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and attorney's fees that may arise out of or result directly or indirectly from vehicular on-street parking for the Hotel Uses including any damage caused by snow plowing or other street maintenance.

6. **Basement Remodeling**

- 6.1. The Owner may remodel the basement level for uses as permitted by this Agreement; including but not limited to hotel units; remodeling of the Affordable Housing Unit; and the elimination of a small apartment.
- 6.2. This remodeling may occur prior to or concurrent with the Phase II Historic Rehabilitation.

7. **PUD Private Open Space [COUNCIL WILL DECIDE]**

- ~~7.1. The Owner shall provide for 20% or more private open space as shown on the Final PUD Plan Set.~~
- ~~7.2. Concurrent with the construction of the Rooftop Bar, the Owner shall remove the covered entries, covered stairs and any concrete from the private open space area, and revegetate or landscape these areas in a primarily natural state on an ongoing basis.~~
- ~~7.3. The private open space area shall be owned and maintained by the Owner of the Property.~~
- ~~7.4. The Owner may propose an addition to the building on the Private Open Space if (A) the addition does not alter the building's contributing status; (B) the PUD amendment is approved based on the current Land Use Code requirements; and (C) if the Applicant is required to pay then then in effect payment in lieu fee for open space based on the number of new units added to the Property.~~
- ~~7.5. The owner understands and agrees that any proposal submitted under in Section 6.4~~

~~above would be subject to the OLUC and any policies and procedures in place at the time the proposal is submitted and that no promises concerning future approval have been given to Owner.~~

8. Encroachment Permits

~~The Owner entered into an encroachment agreement for the stairs as shown in Exhibit _____. The Owner agrees to enter into, and record a new fixed encroachment permit with the City for the wall located to the north of the sauna building within three (3) months of the Effective Date. prior Property owner was granted two encroachment permits by the City. The Owner shall enter into a new encroachment agreement with the City for the current encroachment permits prior to the City issuing a building permit for the Phase I Historic Rehabilitation or prior to any permits for remodeling the hotel. The content and form of the new encroachment agreement shall be set forth by the City.~~

9. Miscellaneous.

- 9.1. **Recording.** This Agreement will be recorded in the Official Records.
- 9.2. **Default, Notice and Cure.** In all instances under this Agreement, at such time as a Party (“**Claiming Party**”) claims that any other Party (“**Responding Party**”) has violated or breached any of the terms, conditions or provisions of this Agreement (“**Default**”), the Claiming Party shall deliver to the Responding Party a written notice (“**Notice of Default**”), which notice shall clearly state and describe: (a) each section(s) of the Agreement which the Responding Party has allegedly violated, (b) a summary of the facts and circumstances being relied upon to establish the alleged violation, (c) the specific steps (“**Cure Events**”) that must be undertaken to come into compliance with the Governing Documents, and (d) the reasonable timeframe, not less than ten days for a monetary default and not less than thirty days for a non-monetary default (unless emergency circumstances require a shorter response time), within which time the alleged violation should be cured (“**Cure Completion Date**”).
- 9.3. **Remedies for Breach or Default.** In the event Owner should fail to perform or adhere to its obligations as set forth herein, or fail to meet specified performance timelines, the City shall have the following remedies against the Owner, or its successors and assigns, which remedies are cumulative and non-exclusive and which may be exercised after the provision of written notice stating that Owner is in breach, the specific steps required to cure the breach and a reasonable timeframe within which to cure the breach:
 - 9.3.1. Specific performance;
 - 9.3.2. Injunctive relief, both mandatory and or prohibitory;
 - 9.3.3. Withdrawal or cancellation of PUD approval;
 - 9.3.4. Injunction prohibiting the transfer or sale of any lot or unit created under the PUD approval;
 - 9.3.5. Denial, withholding, or cancellation of any building permit, certificate of occupancy or any other authorization authorizing or implementing the development of the Property and/or any structure or improvement to be constructed on the Property; or
 - 9.3.6. The City shall have enforcement powers for violations of this Agreement as if they are violations of the OLUC including the power to assess fines and penalties as set forth in the OLUC.

- 9.4. **Governing Law. Costs and Expenses.** This Agreement shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in Ouray County, Colorado. In addition to the remedies of the City pursuant to Section 7.3, a Party may pursue any and all available remedies under applicable law, including, without limitation, injunctive relief and specific performance. All of the rights and remedies of the Parties under this Agreement shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing Party shall recover all legal and related court costs, including all reasonable attorneys' fees and expert witness fees, costs and expenses.
- 9.5. **Indemnity.** To the fullest extent permitted by law, the Owner shall indemnify and hold the City, its agents, officers or employees harmless from and against any and all claims, demands, liabilities, actions, costs, damages, expenses and attorney's fees that may arise out of or result directly or indirectly from the Owner's actions or omissions in connection with this Agreement, including but not limited to Owner's improper design or construction of any improvements required thereunder, or Owner's failure to construct or complete the same.
- 9.6. **Binding Effect.** This Agreement shall extend to, inure to the benefit of, and be binding upon the City and its successors and assigns and upon the Owner, its successors (including subsequent owners of the Property, or any part thereof), legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the City and the Owner (subsequent transferee owners' consent to modification(s) or release(s) shall not be required unless the modification(s) directly limit or restrict the zoning or development rights awarded to a subsequent transferee owner's specific lot); or (b) expiration of the term hereof.
- 9.7. **Parties Representations.** In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they will perform their duties and obligations in a commercially reasonable and good faith manner and that this commitment is being relied upon by each other Party; (b) that parties will promptly provide a response to a notice when required, the response will be provided within the timeframe established and if no timeframe is stated, it shall be deemed to be 30 days and the failure to timely provide a response shall be deemed to be an approval; (c) that the Owner is a duly qualified and existing entity, capable of doing business in the state of Colorado; and (d) that the parties has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of the parties and the person signing below is duly authorized and empowered to execute this Agreement.
- 9.8. **Fees and Charges.** Owner shall pay fees and charges of every kind and nature imposed or required by City under current or future regulations covering the actual costs of City in (1) processing applications and requests for permits, approvals and other actions, and (2) monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Owner hereunder
- 9.9. **Future Amendments.** The City, its employees, agents, or any elected or appointed official, have not made any promises to Owner concerning approval of future

amendments to this Agreement. Owner represents and warrants that Owner is not relying on any promises concerning future amendments when entering this Agreement.

- 9.10. **Severability and Further Assurances.** If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.
- 9.11. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.
- 9.12. **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.
- 9.13. **Counterparts and Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement.
- 9.14. **Notice.** All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by Fax, Email or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each party notifying the party of the change.

<u>City:</u> City of Ouray Attention: City Manager P.O. Box 468 Ouray, CO 81427 (970) 325-7212 (fax)	<u>Owner:</u> Imogene Holdings, LLC Attention: Stuart Gillespie, Manager P.O. Box 848 Ouray, CO 8142742742
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- 9.15. **Exhibits and Attachments.** All exhibits and attachments to this Agreement shall be

incorporated herein and deemed a part of this Agreement.

- 9.16. **Rights of Lenders.** The City is aware that financing for acquisition, development and/or construction of the Project may be provided in whole or in part, from time to time, by one or more lenders. In the event of an event of default by the Owner under this Agreement, the City shall provide notice of such event of default, at the same time notice is provided to Owner, to any lender previously identified in writing to the City pursuant to Paragraph 13.14. If such lenders are permitted, under the terms of the agreement with Owner to cure the event of default and/or to assume Owner's position with respect to this Agreement, the City agrees to recognize such rights of such lenders and to otherwise permit such lenders to assume all of the rights and obligations to Owner under this Agreement, including without limitation, the rights to the collateral described hereinabove.
- 9.17. **Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications shall expire as of ~~September 18~~ June, 2021 unless Owner has either: (a) obtained a building permit and commenced construction of the Rooftop Bar/Restaurant and Phase I Historic Rehabilitation; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If the Phase I Historic Rehabilitation has not timely commenced or an extension has not been obtained prior to September 18, 2020, the Agreement and Town Approvals shall expire. Once the Phase I Historic Rehabilitation authorized under this PUD has been completed in accordance with this Agreement and Town laws, the PUD shall remain valid unless it is amended or revoked by the City.
- 9.18. **Amendments.**
- 9.18.1. Amendments to the provisions of this Agreement shall be received and acted upon as a subject to any applicable City's procedures and to the requirement for findings under the Planned Unit Development Act of 1972 at C.R.S. 24-67-106(3)(b) and applicable law, unless such amendment is determined to be minor in nature which may be acted on the Community Development Coordinator in consultation with the City Administrator.
- 9.18.2. Amendments to the provisions of this PUD Designation may be initiated by, and the applicant on any application for any such amendment may be, any of the following persons or entities (each, a "Permitted Applicant") acting alone or together:
- 9.18.2.1. the City Council,
- 9.18.2.2. the Planning Commission,
- 9.18.2.3. any owner of fee title to any real property within the Property on the condition that the owner's real property would be directly affected by such amendment (an "Affected Property Owner"),
- 9.18.2.4. anyone having written permission from an Affected Property Owner, or
- 9.18.2.5. a public entity having the power to obtain title to the property through condemnation.

IN WITNESS THEREOF, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

CITY:

City of Ouray, Colorado, a Colorado
Home Rule Municipality and Political
Subdivision of the State of Colorado

By: _____
~~Pam Larson~~ Greg Nelson, Mayor

Date: ~~April 15~~ _____, 202019

Attest: _____

By: _____
Justin Perry, ~~Interim~~ City Administrator

Date: April 15, 202019

STATE OF _____)
) ss
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 202019 by ~~Pam~~
~~Larson~~ Greg Nelson as the Mayor of the City of Ouray.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

STATE OF _____)
) ss
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 202019 by Justin
Perry as the ~~Interim~~ City Administrator of the City of Ouray.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

Imogen Holdings, LLC

Date: _____

Witness my hand and official seal.

My commission expires: _____

ISSUE:	DATE:
PROCESS PRINT	19/12/17
JOB NO. 1932	




KEYED NOTES:

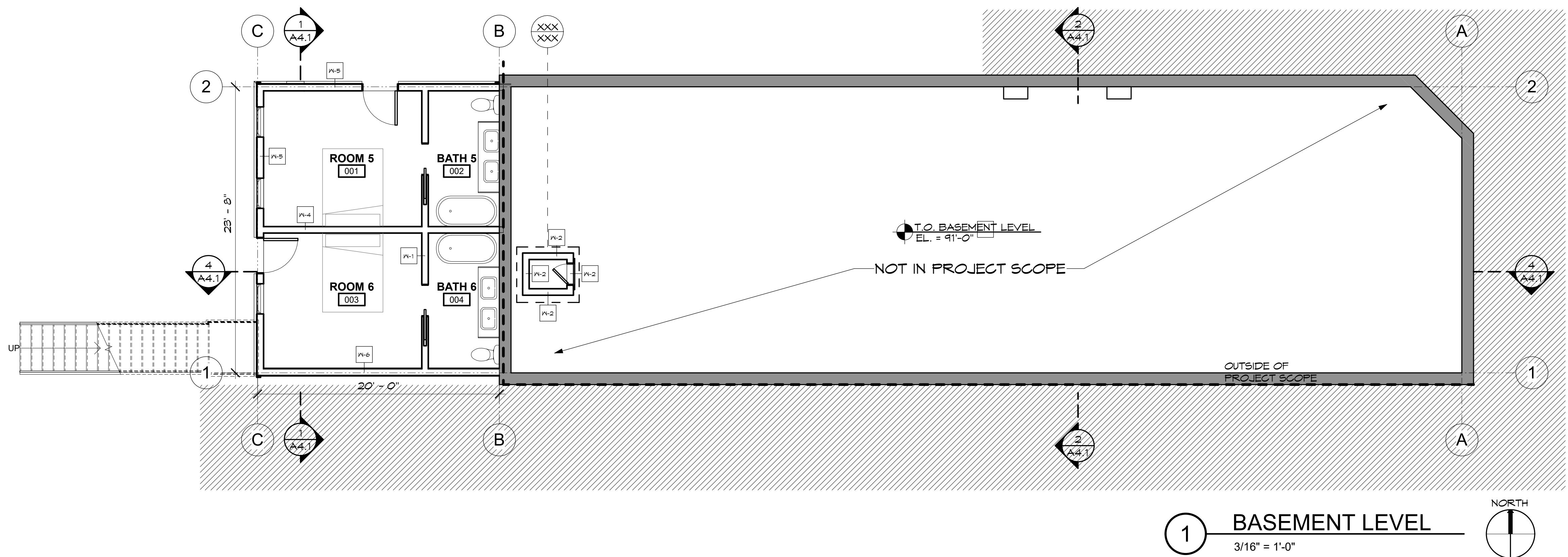
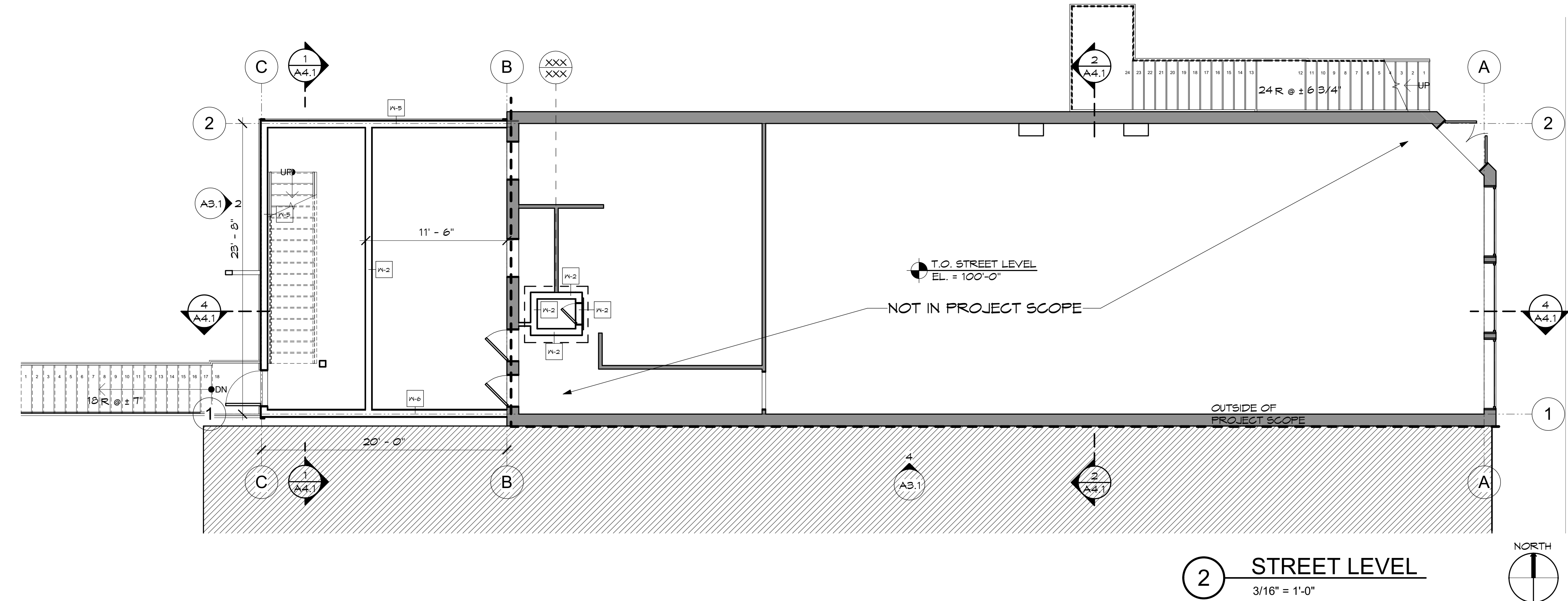
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- 02 or abridging the freedom of speech, or of the press;
- 03 or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances
- 04 A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.
- 05 The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue
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WALL TYPES

- | | |
|---|---------------------------|
|  | EXISTING TO BE DEMOLISHED |
|  | EXISTING TO BE RETAINED |
|  | NEW CONSTRUCTION |



GENERAL NOTES:

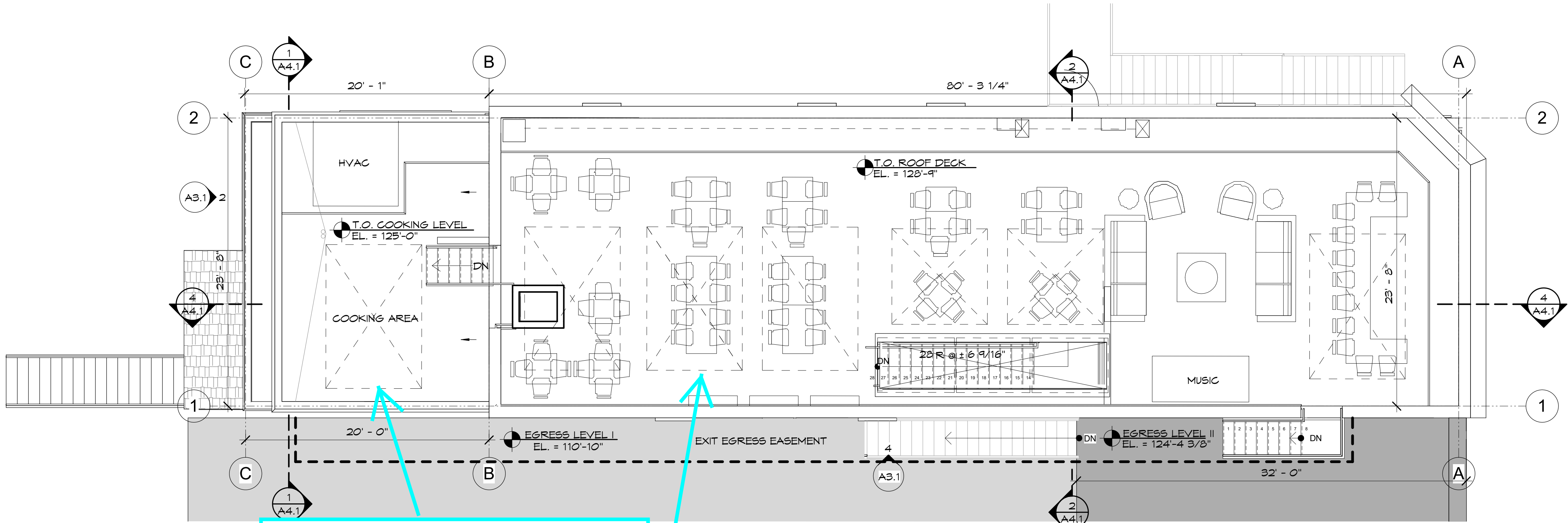
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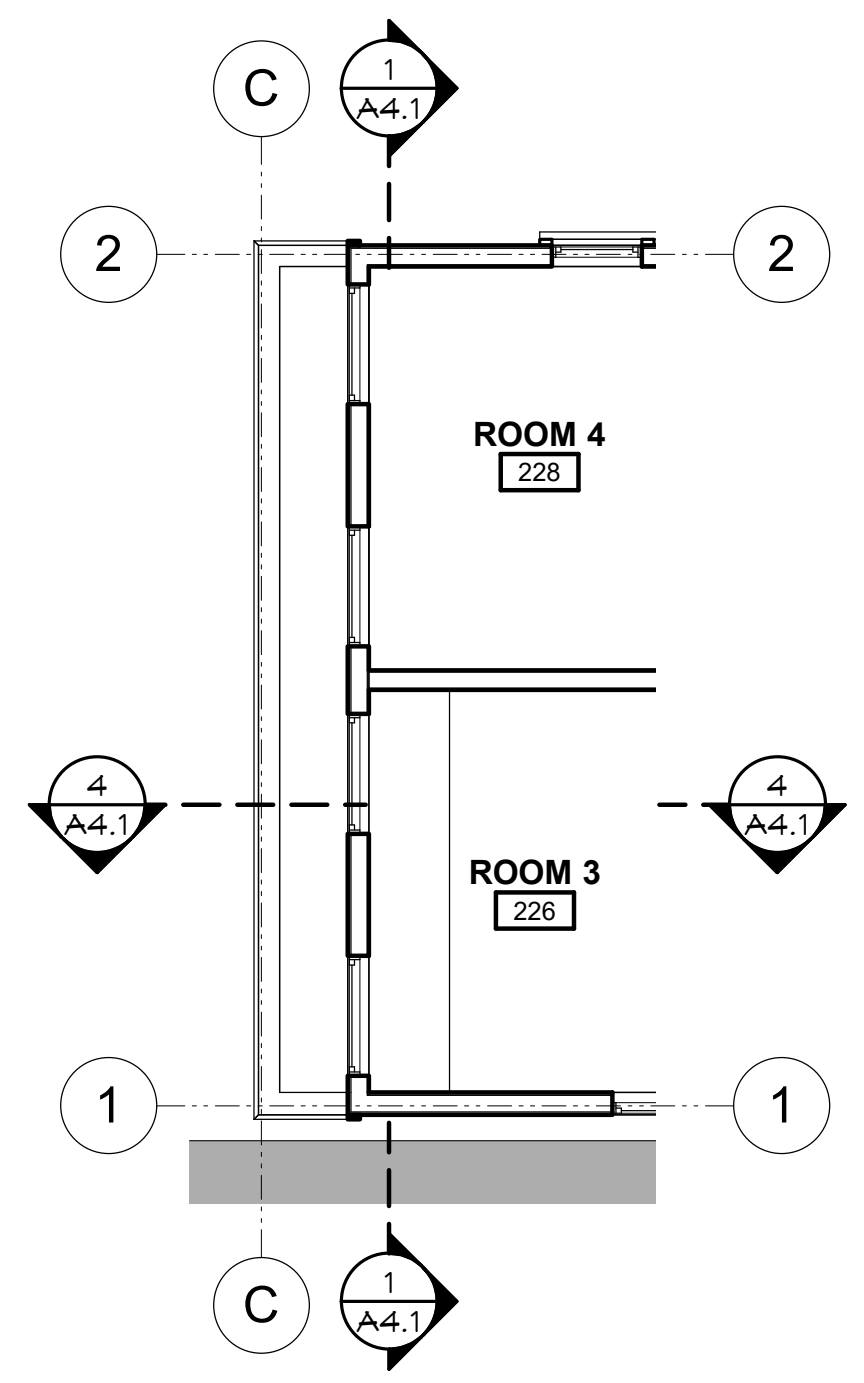
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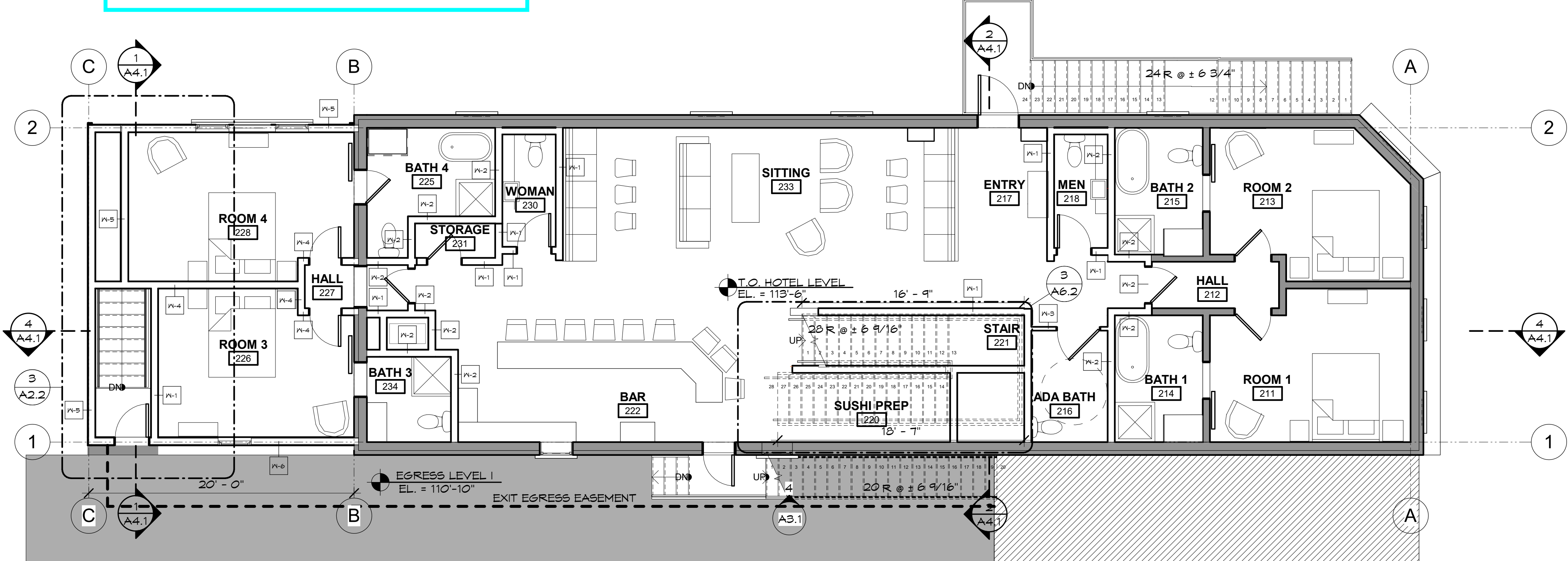


Umbrellas Shown with Dashed Lines

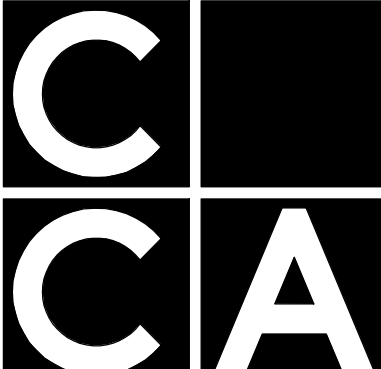
2 ROOF DECK
3/16" = 1'-0"



3 UPPER LEVEL - Callout 1
3/16" = 1'-0"



1 UPPER LEVEL
3/16" = 1'-0"



CHARLES CUNIFFE ARCHITECTS

cuniffe.com

610 EAST HYMAN AVE.
ASPEN, CO 81611
TEL: 970.925.5590
FAX: 970.920.4557

IMOGENE HOTEL
742 MAIN ST.
GURAY, CO

HOTEL AND ROOF BAR PLAN

ISSUE:	DATE:
PROCESS PRINT	10/12/17
JOB NO. 1932	

SHEET NO.
A2.2

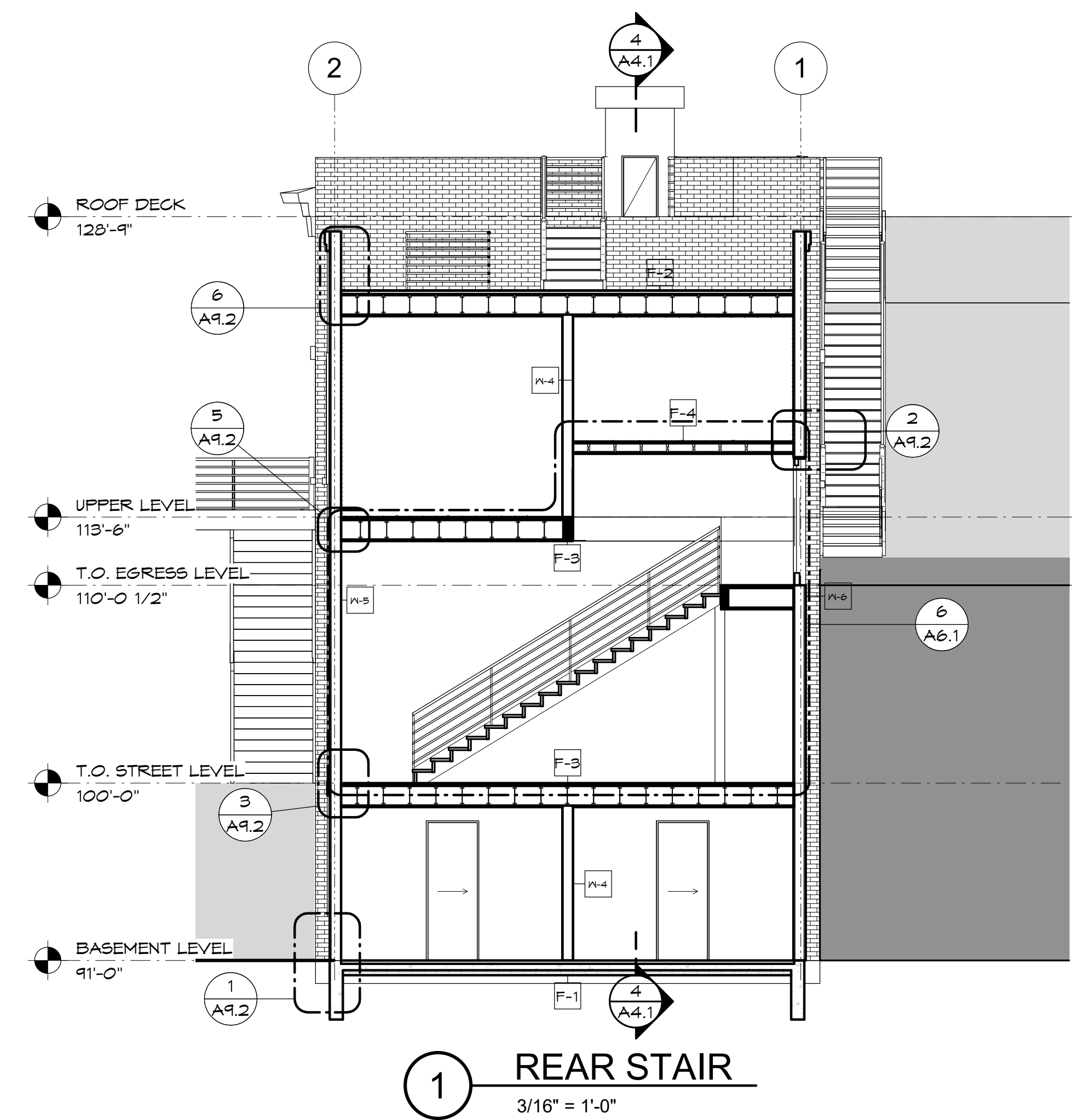
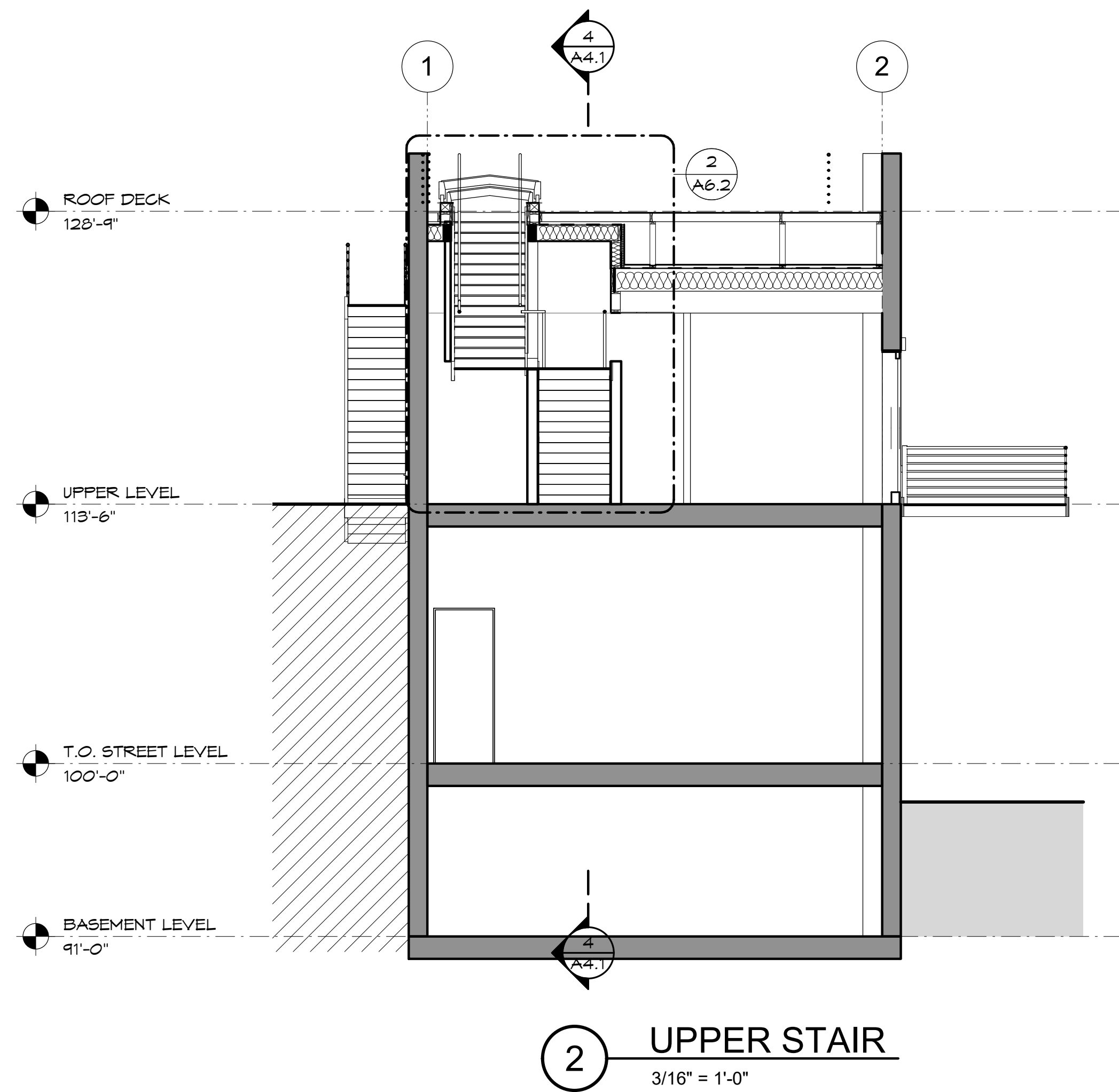
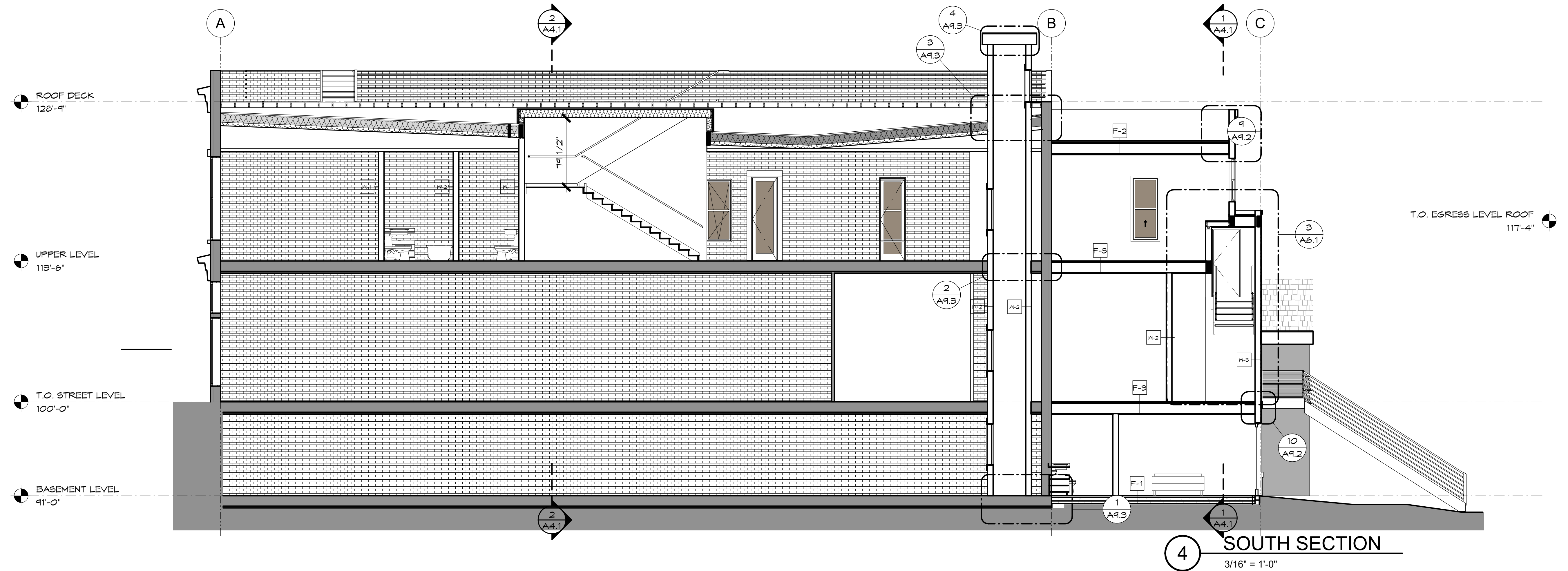
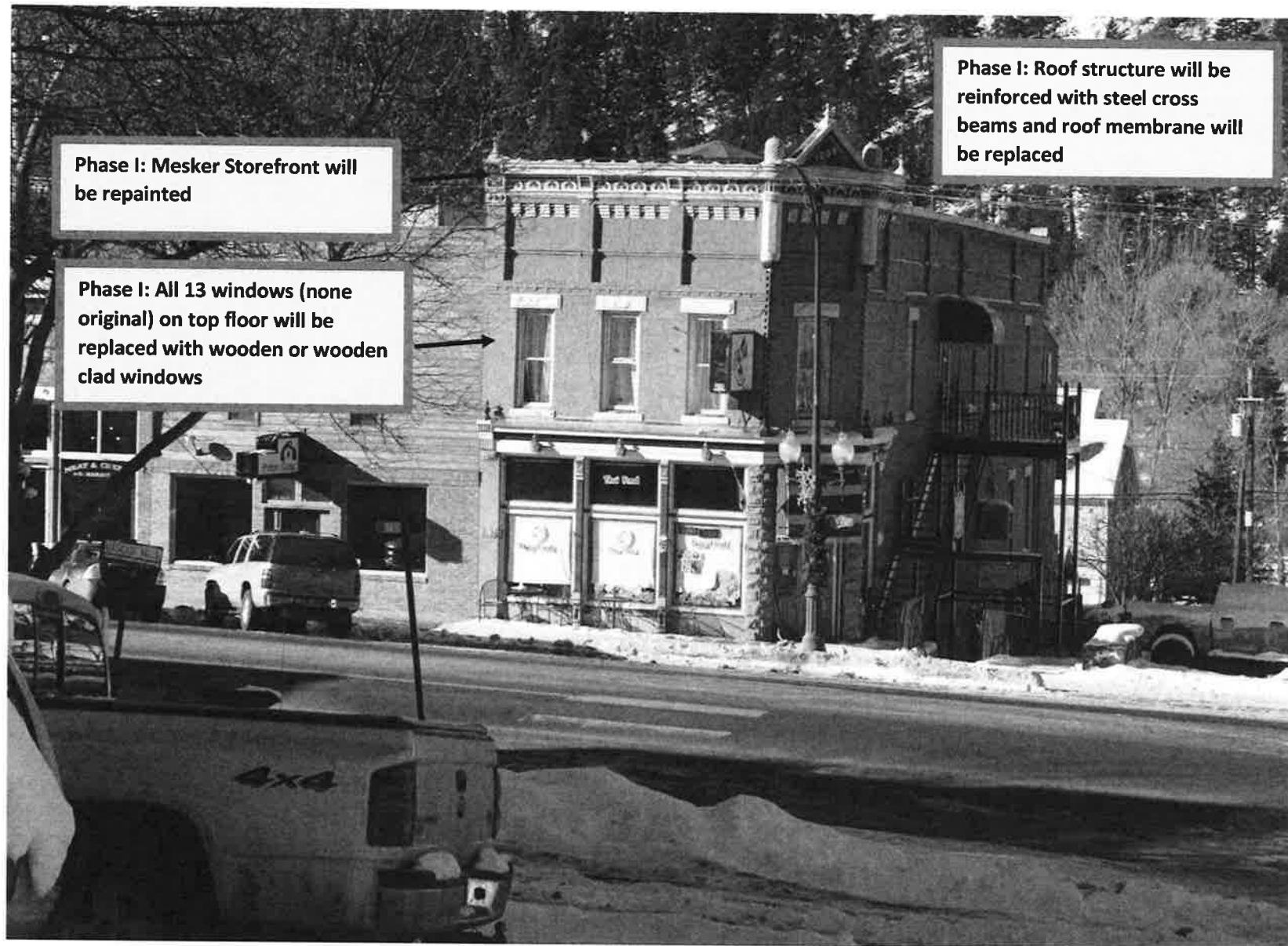


Exhibit 1:



Phase I: Mesker Storefront will be repainted

Phase I: All 13 windows (none original) on top floor will be replaced with wooden or wooden clad windows

Phase I: Roof structure will be reinforced with steel cross beams and roof membrane will be replaced

Exhibit 2:

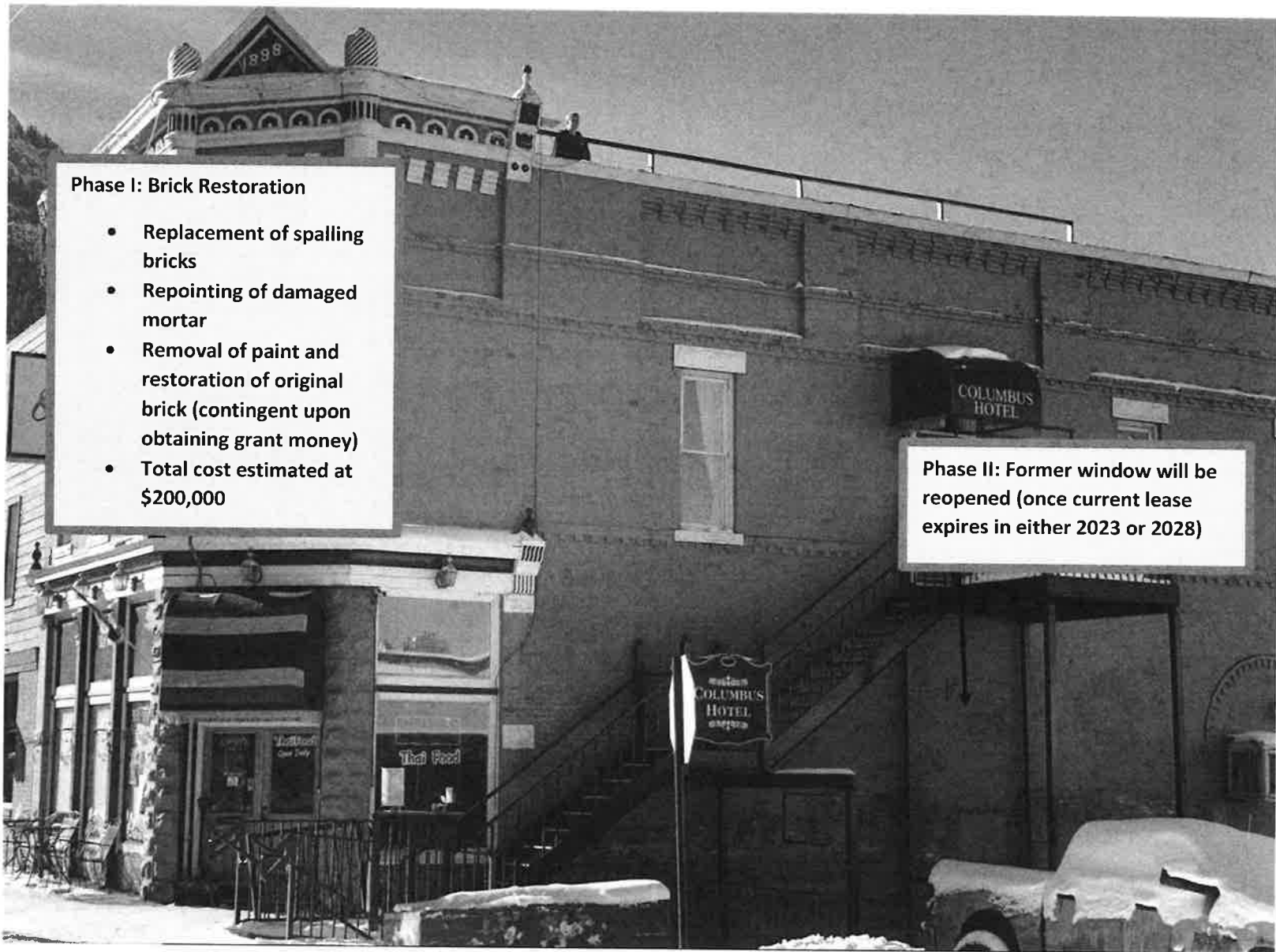
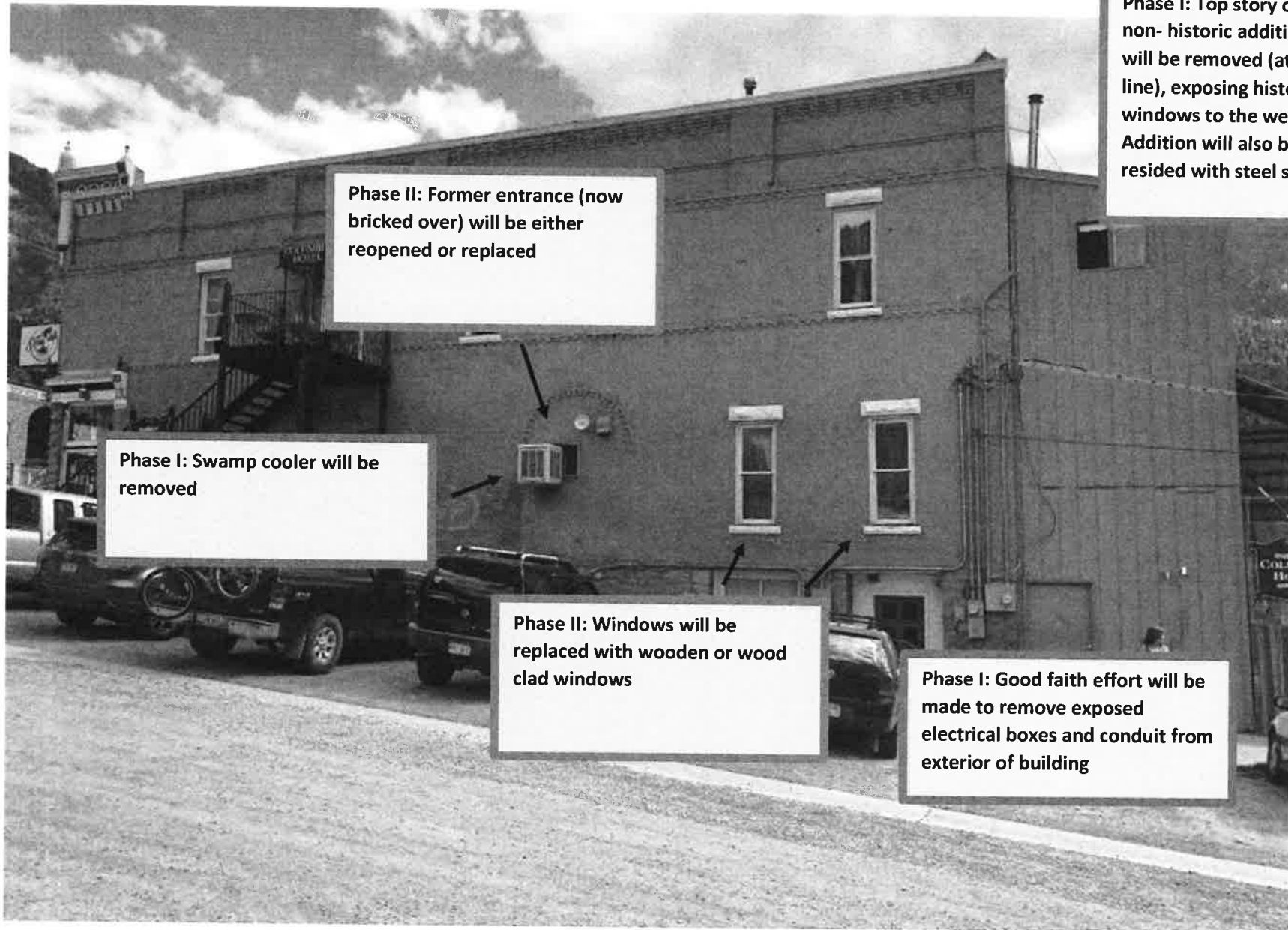


Exhibit 3:



Phase II: Former entrance (now bricked over) will be either reopened or replaced

Phase I: Swamp cooler will be removed

Phase II: Windows will be replaced with wooden or wood clad windows

Phase I: Good faith effort will be made to remove exposed electrical boxes and conduit from exterior of building

Phase I: Top story of non- historic addition will be removed (at red line), exposing historic windows to the west. Addition will also be resided with steel siding

Phase I: Deck will extend another 20 ft west. Parapet will be extended to western edge of building

Phase I: A maximum of 6 umbrellas will be used. Remaining umbrellas will be west of existing umbrella (30 feet from eastern edge of building)

Phase I: Southern parapet will be raised to be level with southeast corner of the building. New brick will need to be distinguishable from old brick per Secretary of the Interior's Standards for Rehabilitation

Southeast corner of the building

TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: January 16, 2020
FOR: January 21, 2020 City Council Meeting
SUBJECT: CEDC Appointments

The CEDC currently consists of the following members:

CEDC Member	Term Expiration
Susie Greco-Perry	Undetermined
Deedra Williams	January 2022
Travis Cossitt	January 2023
Lou Hart	January 2022
Chris Hawkins	City Management Position

Two additional community members have submitted applications to be on the CEDC including Heather Smith and Steven Gurzenski, with their applications shown in Exhibit A. The CEDC has not had a chance to review the applications so staff is forwarding this memo to the Committee so individual members can make any comments directly to the City Council.

Staff recommends the following terms if the Council elects to appoint these two members:

CEDC Member	Term Expiration
Heather Smith	January 2023
Steven Gurzenski	January 2022



APPLICATION FOR PARTICIPATION
ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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

PART 1: PERSONAL DATA

Full Name: Steven Gurzenski
Physical Address: 520 2nd St
Mailing Address: PO Box 1446
E-Mail Address: steven.gurzenski@gmail.com
Home Telephone Number: 435-901-9245 (cell)
Business Telephone Number: 720-962-7504
Present job title: Program Manager, Measurement and Analysis, Strategy Office
Present employment is (check one) **Full-time** ☒ **Part-time** ☐
May we contact you at work for committee related issues? Yes ☐ No ☒ (cell phone only)
For short-term/long-term rental committee:
Do you rent or X own your home? If you own, do you have vacation rentals? No

PART 2: BACKGROUND INFORMATION

Please write the name of the committee for which you would like to be appointed:

Community Economic Development
How long have you lived in the City of Ouray? 2 months
What do you think are the major issues affecting our City?
(1) The ability of, and incentive for, small / medium businesses to establish a footprint within the City
(2) Lack of fast and reliable Internet in support modern business models and e-commerce capabilities
(3) An improved process for prioritizing projects / funding; plus trade-off / decision-support transparency
(4) Diversity of perspectives and inclusion of the whole community - civic engagement activities
How do you envision your contribution to this committee?
(1) Actively listen to the community, acknowledging opportunities, questions and concerns
(2) Research and compile relevant information in support of committee recommendations
(3) Act in a non-judgmental and objective manner in my assessment of committee input and feedback


Signature

12/03/2019
Date

Steven Gurzenski
Print Name

If you are interested in this opportunity to serve your community, please fill out the application and return to the above address. For more information, please call Human Resources at 325-7062.



APPLICATION FOR PARTICIPATION
ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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

PART 1: PERSONAL DATA

Full Name: Heather Smith
Physical Address: 1618 Oak Street, Ouray, CO 81427
Mailing Address: P.O. Box 472, Ouray, CO 81427
E-Mail Address: hsmithcpa@hotmail.com
Home Telephone Number: 970-274-1139
Business Telephone Number: 970-274-1139
Present job title: Business Owner
Present employment is (check one) Full-time
May we contact you at work for committee related issues? Yes
For short-term/long-term rental committee:
Do you rent or X own your home? If you own, do you have vacation rentals? No

PART 2: BACKGROUND INFORMATION

Please write the name of the committee for which you would like to be appointed: Community
Economic Development Committee

How long have you lived in the City of Ouray? Part time since 2008 / Full time since 2014

What do you think are the major issues affecting our City? Creating a viable business community
independent of tourism, basic infrastructure improvements and maintenance, creating affordable
housing and developing more full time residents.

How do you envision your contribution to this committee? I was employed in the Chamber of
Commerce industry for 17 years including numerous roles in the Colorado Chamber of Commerce
Executives Board of Directors where I advocated for local businesses before starting my own
business and moving to Ouray. I would like to focus on generating new out of the box business
opportunities in the City that could contribute a livable wage and long term employment to those
desiring it.

Heather Smith
Signature

12-19-19
Date

Heather Smith
Print Name

If you are interested in this opportunity to serve your community, please fill out the application and return to the above address. For more information, please call Human Resources at 325-7062.



APPLICATION FOR PARTICIPATION
ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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

PART 1: PERSONAL DATA

Full Name: MARTIN PAUL SCHUSTER
Physical Address: _____
Mailing Address: _____
E-Mail Address: _____
Home Telephone Number: _____
Business Telephone Number: _____
Present job title: LEAD FABRICATOR SILEX STONEWORKS
Present employment is (check one) ☒ Full-time ☐ Part-time
May we contact you at work for committee related issues? ☒ Yes ☐ No
For short-term/long-term rental committee:
Do you ☒ rent or ☐ own your home? If you own, do you have vacation rentals? _____

PART 2: BACKGROUND INFORMATION

Please write the name of the committee for which you would like to be appointed:

P.A.R.C
How long have you lived in the City of Ouray? 7 years

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

LACK OF RECREATION for youth.
SECOND home owners
LACK OF housing
LACK of a true PARK & Recreation Department.

How do you envision your contribution to this committee?

Being able to answer questions on how to develop
a PARK & Rec Department. OFFER ideas on how to fully
utilize all parks & open spaces. How to generate more
money for youth and adult recreation programs.

Martin P. Schuster
Signature

August 20th 2019
Date

MARTIN Paul Schuster
Print Name

If you are interested in this opportunity to serve your community, please fill out the application and return to the above address. For more information, please call Human Resources at 325-7062.



APPLICATION FOR PARTICIPATION
ON A CITY COMMITTEE

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

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

PART 1: PERSONAL DATA

Full Name: Logan Tyler
Physical Address: 21438 Highway 550
Mailing Address: _____
E-Mail Address: climbhigh95@gmail.com
Home Telephone Number: 970 318 8298
Business Telephone Number: _____
Present job title: Gym owner
Present employment is (check one) Full-time Part-time
May we contact you at work for committee related issues? Yes No

PART 2: BACKGROUND INFORMATION

Please write the name of the committee for which you would like to be appointed:

Park and Rec. Committee
How long have you lived in the City of Ouray? 25+ years
What do you think are the major issues affecting our City?
Youth activity/engagement
Local support through active participation to promote
the livelihood of the people that live
in Ouray.

How do you envision your contribution to this committee?

My commitment to this community and to improving
the lives of the locals has been an asset to this
town. Through my company and my local involvement I am
dedicated to helping Ouray be the best it can be.

Signature

Date

Print Name

If you are interested in this opportunity to serve your community, please fill out the application and return to the above address. For more information, please call Human Resources at 325-7062.

**AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING
THE ESTABLISHMENT OF THE WESTERN COLORADO REGIONAL DISPATCH
CENTER PROVIDING EMERGENCY DISPATCH SERVICES THROUGHOUT
WESTERN COLORADO.**

THIS AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2019, by and between the City of Montrose, Montrose County, the Montrose Fire Protection District, the Telluride Fire Protection District, the Town of Telluride, the Town of Mountain Village, the City of Ouray, Ouray County, the Town of Ridgway, the Town of Olathe, and the Olathe Fire Protection District.

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, Part 2 of Article 1, Title 29, C.R.S, encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, jurisdictional entities throughout Ouray, San Miguel, and Montrose Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that an advisory board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout Western Colorado; and

WHEREAS, the member jurisdictions and residents of Ouray, San Miguel, and Montrose Counties would benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services for the counties, municipalities, fire protection districts, and emergency medical service providers throughout Western Colorado; and,

WHEREAS, the undersigned governmental jurisdictions wish to establish and maintain a consolidated PSAP known as the “Western Colorado Regional Dispatch Center;” (“WestCO”) and

WHEREAS, the establishment of the PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions; and

WHEREAS, some of the parties to this Agreement entered into an Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center on September 21, 2015 and accompanying Bylaws, and WestCO has been in continuous operation since that time; and

WHEREAS, The Board of Directors of the Western Colorado Regional Dispatch Center wish to amend and restate the aforementioned Intergovernmental Agreement and Bylaws;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

I. GENERAL PROVISIONS

The parties to this Agreement agree to support the Western Colorado Regional Dispatch Center (“WestCO” and “Dispatch Center”) and shall comprise the Governing Body represented by the Board of Directors. The Western Colorado Regional Dispatch Center shall provide emergency dispatch services throughout the service area its Members occupy. The operation of the Western Colorado Regional Dispatch Center shall be set forth in this Agreement.

II. THE WESTERN COLORADO REGIONAL DISPATCH CENTER BOARD

- A. Membership.** Membership of the Western Colorado Regional Dispatch Center shall consist of the following Agencies: City of Montrose, Montrose County, the Montrose Fire Protection District, the Telluride Fire Protection District, the Town of Telluride, the Town of Mountain Village, the City of Ouray, Ouray County, the Town of Ridgway, the Town of Olathe, and the Olathe Fire Protection District. . Any future Agency that wishes to join the Western Colorado Regional Dispatch Center as a Member must meet a threshold burden in order to qualify for Membership, which is one percent (1%) of the Western Colorado Dispatch Center’s total services based on that Agencies Computer-Aided Dispatch “CAD” Radio Logs for the prior calendar year. Any individual Agency, or any combination of Agencies who together, meets the aforementioned threshold burden may apply to the Board of Directors for Membership. The Board of Directors must vote to approve a new Member by a two-thirds majority vote of all current Members.
- B. Board Members and Representatives.** A Board of Directors shall act as the Governing Body of the Western Colorado Regional Dispatch Center and shall consist of one representative from each of the eleven (11) members listed below, who each represent a Governmental Entity or Political Subdivision. Each Member’s Governing Board, Council, Commission, or Entity shall select its representative, and shall appoint said representative by formal action or resolution.

MEMBERS:

- 1) The City of Montrose, Colorado;
- 2) The Montrose Fire Protection District;
- 3) The Town of Telluride, Colorado;
- 4) The Town of Mountain Village, Colorado;
- 5) Telluride Fire Protection District;
- 6) The Town of Olathe, Colorado
- 7) Montrose County
- 8) The Town of Ridgway
- 9) The City of Ouray

- 10) Ouray County
- 11) The Olathe Fire Protection District

C. Administrative Representative. Under Section V, Subsection (G), the City of Montrose commits to providing support staff and administrative services for the Dispatch Center. So long as the City continues to provide such support services, the City of Montrose may appoint an administrative representative with voting capacity to serve on the Board of Directors. However, the Board of Directors may, at their discretion and by resolution, remove the City of Montrose's administrative representative. Only voting members, listed under Section II, Subsection (A), shall participate in that resolution.

III. RULES AND REGULATIONS

The Board of Directors of the Western Colorado Regional Dispatch Center may pass supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with this Agreement.

IV. POWERS OF THE GOVERNING BODY

- A. Dispatch Services.** The purpose of the Western Colorado Regional Dispatch Center, located at 1140 North Grand Ave Suite 100, Montrose, Colorado 81401, is to provide emergency dispatch services throughout the jurisdictions and service areas occupied by its Members. The Board of Directors shall have all authority over personnel at the Western Colorado Regional Dispatch Center and performing services related to this Agreement. The Board of Directors may, from time to time, delegate authority to an employee or employees to manage operations and services provided at the Dispatch Center.
- B. Reports.** Members of the Western Colorado Regional Dispatch Center shall receive monthly management reports, which shall consist of financial, personnel, and operational information. Upon request, the Board of Directors shall also receive monthly dispatch reports, which shall provide the following information, CAD incidents, CAD radio log, and radio push to talk. Members are entitled to receive any additional reports or information concerning the financials, management, and operations of the Western Colorado Regional Dispatch Center upon request, allowing a reasonable time for response depending on the scope of the report. Members shall not be charged for any requested report or information.
- C. Ownership of Records and Data.** All records of the Western Colorado Regional Dispatch Center related to calls dispatched, including electronically stored data, geographic information system ("GIS") data, computer aided dispatch ("CAD") data, and audio tapes, shall be collectively owned by the Members. Copies of any such records may be made at any Member's request, and shall not be disposed of without prior authorization from, or in compliance with a retention schedule adopted by, the Board of Directors.

- i. **Access to Data.** Each Member shall have access to all data and audio recordings maintained by the Dispatch Center for use in internal analysis and criminal investigations. It is the responsibility of each Member to provide any criminal justice records for case filing purposes directly to the respective courts or district attorney's office(s).
- ii. **Colorado Open Records Act.** Records owned, created, or maintained by the Western Colorado Regional Dispatch Center shall be subject to the provisions and limitations of C.R.S. § 24-72-201, et. seq.

D. Separate Legal Entity. Part 2, Section 203 of Article 1, Title 29, C.R.S., allows any combination of counties, municipalities, special districts, and other political subdivisions of the State of Colorado to enter into a contract to establish a separate legal entity. The parties to this agreement hereby establish and support a separate legal entity that is the Western Colorado Regional Dispatch Center.

V. ADMINISTRATION

- A. Operational Bylaws.** All members to this Agreement hereby approve the Bylaws of the Western Colorado Regional Dispatch Center, attached and incorporated as *Exhibit A*.
- B. Administrative Core Team.** It is the overriding and critical desire of all Members to ensure that the working relationship of all Parties to this agreement remain strong and united. To accomplish that objective, the Parties may form an Administrative Core Team, which may comprise the Officers of the Board of Directors and the Executive Director. Administrative Core Team Meetings may be called by any member, upon seventy-two hours advance notice. All decisions made by the Administrative Core Team must be ratified by the Board of Directors. The Administrative Core Team may consider the following:
 - i. **Operating Procedures.** The Administrative Core Team may develop and establish Standard Operating Procedures and Dispatch Performance Standards for the Dispatch Center.
 - ii. **Purchasing Procedures.** The Administrative Core Team may establish purchasing procedures for equipment and services necessary to provide emergency dispatch services.
 - iii. **Personnel Matters.** The Administrative Core Team may establish employee regulations and make staff recommendations for the Dispatch Center.

- iv. **Budget.** The Administrative Core Team may draft a preliminary budget for the upcoming fiscal year to present to the Board of Directors.
 - v. **Dispute Resolution.** The Administrative Core Team will conduct preliminary discussion of all disputes, between Members, or otherwise, and may discuss with legal counsel.
 - vi. **Matters of Concern.** The Administrative Core Team may consider other matters of concern related to the operation and management of the Western Colorado Regional Dispatch Center, this Agreement, or any future agreements.
- C. **Capital Equipment Purchases.** It is necessary to purchase hardware, software, and all other equipment necessary to serve the needs of the Dispatch Center and provide dispatch services. All Parties to this Agreement agree that on the date of execution of this Agreement, all personal property used by or purchased by WestCO is the permanent property of WestCO, as a separate legal entity, regardless of how acquired. No agency will be refunded any property or money if that Agency chooses to terminate its membership or this Intergovernmental Agreement. All purchases must be made in compliance with budget and purchasing procedures approved by the Board of Directors, and will be incorporated into the Budget described in Section D, below.
- D. **Budget.** Each member agrees to pay a pro-rated share of the costs to operate WestCO. The costs allocated to each member shall be assessed based on the actual percentage of total resources used by that member. The assessments shall be estimated and set forth in the Annual Budget, as described below, which shall be approved by the Board of Directors. However, each member agrees that it is responsible for actual costs, once those are determined after services provided, even if such costs are higher than projected in the Annual Budget. The formulation of an Annual Budget for Dispatch Services shall be by mutual agreement of the Board of Directors and shall include an estimate of the operational costs for each Member.
- i. **Preliminary Budget.** An initial preliminary planning budget and cost estimates for Dispatch Services for the next fiscal year shall be presented to the Board of Directors on or before July 31 of each year.
 - ii. **Recommended Budget.** No later than August 31, each Member shall provide the Recommended Budget to their Governing Board, Council, or Entity for comment.
 - iii. **Final Budget.** The Final Budget for Dispatch Services for the next fiscal year shall be approved by the Board of Directors no later than September 30 of each year.

- iv. **Default Budget.** In the event the Board of Directors fails to pass a resolution approving a Final Budget, the Default Budget for the upcoming fiscal year shall be capped at a three percent annual inflation increase of the current budget.
- E. **Billing:** WestCO shall invoice each member its actual share of costs on a quarterly basis, and each member agrees to remit payment of that invoice within thirty (30) days of the end of each quarter.
- F. **Employees.** The Board of Directors shall have the authority to hire individuals to perform operational and administrative duties for the Western Colorado Regional Dispatch Center, including but not limited to a Dispatch Center Director, Financial Officers, Managers, and Dispatchers. Employees of the Western Colorado Regional Dispatch Center shall receive compensation for their services, which shall be paid out of the yearly budget.
- G. **Administrative Services.** The City of Montrose shall provide support staff and administrative services for the Dispatch Center; however, nothing in this Agreement nor the Bylaws shall compel the Board of Directors to exclusively utilize nor shall the Board provide the City of Montrose compensation for these administrative services. An appendix of services provided shall be attached and incorporated as *Exhibit B*.

VI. BOOKS AND RECORDS

- A. **Records and Accounts.** The Board of Directors shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits or exemptions, and such records shall be open to inspection at any reasonable time by members, their attorneys, or agents.
- B. **Annual Audit.** The books and records of the Board of Directors shall be subject to an annual audit. The audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

VII. DEFAULT

- A. **Intent to Terminate.** In the event that any Member fails to pay its share of the operating expenses due or to perform any of its covenants and undertakings under this Agreement, the Governing Authority shall consider that Member in default and shall provide written notice of intent to terminate the defaulting Member's from membership in the Board of Directors of the Western Colorado Regional Dispatch Center. Notice of default shall be provided to the defaulting Member's Governing Board, Council, or Entity, providing such Member thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting member shall no longer have voting rights as a Member, shall not be entitled representation as a Member on the Board of Directors, and shall not receive services from the Dispatch Center.

- B. Forfeiture.** Any Member which is terminated under the provisions of this Section shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Governing Body to which the Member may otherwise be entitled upon the dissolution of this Agreement. This Section is not intended to limit the right of any Member to this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

VIII. TERMINATION OF AGREEMENT

- A. Term.** This Agreement shall be in full force and effect upon execution of this Agreement by all of the Members to this Agreement, and shall continue in full force and effect, subject to amendments and addendums, or until sooner terminated by a majority vote of the Members.
- B. Termination.** Any Member's participation in this Agreement may be terminated by written notice from the Member or Members to the Board of Directors at least sixty days prior to January 1 of any given year. Upon termination, the terminating Member shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds, acquired or held by the Board of Directors.
- C. Dissolution.** Upon termination of the Western Colorado Regional Dispatch Center by mutual agreement of a majority of the Members to this Agreement, the powers granted to the Board of Directors under this agreement shall continue to the extent necessary to make an effective disposition of the property, equipment, and monies required to be held pursuant to this Agreement.
- D. Appropriation.** Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

IX. MISCELLANEOUS

- A. Notices.** Any formal notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, or sent by certified mail, postage prepaid to the Members at the addresses as set forth on each attached signature page.
- B. Insurance.** The Board of the Directors of the Western Colorado Regional Dispatch Center agree to procure and maintain the following insurance coverages:
- i.** Workers Compensation Insurance that compliant with the Colorado Workers Compensation Act found under C.R.S. Section 8-40-101, *et seq.*

- ii. General Liability Insurance, including without limitations, insurance covering employment related claims, and;
- iii. Property Insurance to cover all Dispatch Center property, including equipment and facilities utilized by the Dispatch Center.

C. **Amendments.** This Agreement may be amended by the Board of Directors from time to time. Any such amendment must be in writing and executed by the majority of the Members to this Agreement.

D. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Montrose County, Colorado.

E. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

F. **Integration.** This Agreement constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any party with respect to the subject matter of this Agreement.

G. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.

H. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and each of their respective successors, assigns, or heirs.

I. **Governmental Immunity.** Nothing in this Agreement shall be construed or deemed as a waiver of any and all rights and immunities of any Party, any Director, Officer, or Employee under the Colorado Governmental Immunity Act, codified under C.R.S. Section 24-10-101, *et seq.* Further, nothing in this Agreement shall be construed as an indemnification between and among the contracting Parties.

J. **Duplicate Originals.** This agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

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

EXECUTED by the parties on the _____ day of _____, 2019

THE CITY OF MONTROSE, COLORADO

William Bell, City Manager

Attest:

Lisa DelPiccolo, City Clerk

MONTROSE FIRE PROTECTION DISTRICT, COLORADO

Tad Rowan, Fire Chief

Attest:

Name:

Title:

TELLURIDE FIRE PROTECTION DISTRICT, COLORADO

John Bennett, District Chief

Attest:

Name:

Title:

THE TOWN OF TELLURIDE, COLORADO

Ross Herzog, Town Manager

Attest:

Name:

Title:

THE TOWN OF MOUNTAIN VILLAGE, COLORADO

Kim Montgomery, Town Manager

Attest:

Name:

Title:

THE TOWN OF OLATHE, COLORADO

Patty Gabriel, Town Manager

Attest:

Name:

Title:

THE TOWN OF RIDGWAY, COLORADO

, Town Manager

Attest:

Name:

Title:

THE CITY OF OURAY, COLORADO

, City Administrator

Attest:

Name:

Title:

THE COUNTY OF OURAY, COLORADO

, County Manager

Attest:

Name:

Title:

THE COUNTY OF MONTROSE, COLORADO

, County Manager

Attest:

Name:

Title:

THE OLATHE FIRE PROTECTION DISTRICT, COLORADO

, Fire Chief

Attest:

Name:

Title:

**AMENDED & RESTATED BYLAWS
OF
THE WESTERN COLORADO REGIONAL DISPATCH CENTER**

RECITALS

WHEREAS, THE WESTERN COLORADO REGIONAL DISPATCH CENTER was created by execution of a September 21st, 2015 Intergovernmental Agreement, concerning the establishment and operation of a regional dispatch center and creating Board of Directors, by and between the following parties: the City of Montrose, the Montrose Fire Protection District, the Town of Telluride, the Telluride Fire Protection District, the Town of Mountain Village, the Town of Olathe, Montrose County, the Town of Ridgway, the City of Ouray, Ouray County, and the Olathe Fire Protection District. The Board of Directors approved an amended and restated Intergovernmental Agreement on _____, 2019.

ARTICLE I. NAME & PURPOSE

The name of the authority shall be THE WESTERN COLORADO REGIONAL DISPATCH CENTER. The Western Colorado Regional Dispatch Center Board of Directors shall oversee and manage the Western Colorado Regional Dispatch Center.

ARTICLE II. PRINCIPAL OFFICE

The principal office of Western Colorado Regional Dispatch Center shall be located at 1140 North Grand Ave Suite 100, Montrose, Colorado 81401. At any time and by majority vote, the Board of Directors may change the principal office of the Western Colorado Regional Dispatch Center. Upon approval of the Board of Directors, other office locations may be established to facilitate communication and ease of access for Board Members.

ARTICLE III. MEMBERS

The Western Colorado Regional Dispatch Center Board of Directors. The Board of Directors shall comprise the eleven Members that have signed the 2019 Amended and Restated Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center. Other Entities may petition the Board of Directors to join as a Member. Admission of additional Members must receive two-thirds majority approval of all current Members of the Board of Directors.

The Members of the Western Colorado Regional Dispatch Center Board of Directors include the following Entities:

- The City of Montrose
- The Montrose Fire Protection District
- The Town of Mountain Village
- The Town of Telluride
- The Telluride Fire Protection District
- The Town of Olathe

- Montrose County
- The Town of Ridgway
- The City of Ouray
- Ouray County
- The Olathe Fire Protection District

ARTICLE IV. BOARD OF DIRECTORS

Section 1. General Powers and Number. The Board of Directors shall have voting capacity to manage the business and affairs of the Western Colorado Regional Dispatch Center. Each Member shall have one appointed Board Member.

Section 2. Appointment. Each Member participating in the Western Colorado Regional Dispatch Center shall appoint, by official action or resolution, one voting Representative to the Board of Directors.

- i. **Administrative Representative.** In addition to a voting Member, the City of Montrose may also appoint an administrative voting representative, who shall represent the interests of the City Departments providing administrative support for the Western Colorado Regional Dispatch Center.
- ii. **Removal of Administrative Representative.** The Board of Directors may, at their discretion and by resolution, remove the City of Montrose's administrative representative. Only voting members shall participate in that resolution.

Section 3. Tenure and Qualifications. Each Board Member shall hold office until one of the following events occurs: An appointing Governmental Entity, Board, Council, or Official revokes the appointment of the Board Member and a successor is chosen. The Board Member is unable to perform his or her duties due to sustained illness or death. The Board Member is no longer associated or employed by the appointing Governmental Entity, due to termination, resignation, or removal. With the exception of the preceding events, Board Members shall serve unlimited terms. The Board of Directors may not impose term limits without amending these Bylaws.

Section 4. Compensation. The Western Colorado Regional Dispatch Center shall not compensate any Board Member for his or her service on the Board of Directors, through operational funds or otherwise.

ARTICLE V. MEETINGS

Section 1. Annual Meetings. The Board of Directors shall hold an Annual Meeting. The Annual Meeting shall occur each January, and the Board shall designate a time and location for the Annual Meeting. In the event the Board of Directors fails to designate a time and a place, the Annual Meeting shall occur at 1:30 P.M. on the Fourth Monday of January, and shall be held at the Principal Office, designated under Article II of these Bylaws. The Board of Directors may reschedule an Annual Meeting by majority vote and with adequate notice of no less than seventy-two hours prior. However, Annual Meetings must occur on a yearly basis, and may not be

cancelled. The Officers of the Board of Directors shall be elected by a majority vote of Board Members present at the Annual Meeting.

Section 2. Regular Meetings. During the Annual Meeting, the Board of Directors shall establish a calendar scheduling Regular Meetings throughout the year, which must occur at minimum upon a quarterly basis. The Board of Directors shall decide the time and location of Regular Meetings by majority vote. In the event the Board of Directors fails to designate a time and a place, the Regular Meeting shall occur at 1:30 P.M. on the fourth Monday of the Month, at least every three Months, and shall be held at the Principal Office, designated under Article II of these Bylaws. The Board of Directors may cancel or reschedule a Regular Meeting by majority vote and with adequate notice of no less than seventy-two hours prior.

Section 3. Special Meetings. The Board of Directors may hold a Special Meeting by request of the Chairperson or by the request of any three Board Members. The Chairperson or the Board Members requesting the Special meeting may request the time and location for the Special Meeting. All Special Meeting requests, including the requested time and location, must be ratified by a majority vote of the Board of Directors.

Section 6. Notice of Meetings.

- A. Regular Meetings.** In accordance with Article V, Section 2, the Board of Directors shall adopt a resolution fixing the time and place where Regular Meetings shall occur. The adopted resolution shall constitute formal notice of Regular Meetings. The Executive Director shall notify all Board Members by email and exert a good faith effort to notify all members at least seven days prior to a Regular Meeting.
- B. Special Meetings.** Special Meetings shall be limited to the scope and purpose set forth in the notice or request. Unless exigent circumstances require, the Executive Director shall provide Board Members with at minimum three days prior notice for any Special Meeting. Such notice may be provided in writing, and may be provided personally, through first class mail, email, or by facsimile. Notice of all Special Meetings must contain the following information:
 - i.** The date, time, and place where the Special Meeting shall take place; and
 - ii.** The purpose for which the Special Meeting was requested.
- C. Notice.** The Secretary shall maintain a list of current contact information, including an email distribution list, for all Board Members. If a Board Member has not specified a preferred method of notice, email shall be the default form of notice. Notice in the case of personal delivery, facsimile, or email shall be provided at minimum seventy-two hours prior to any meeting. Notice in the case of first class mail, shall be delivered at least four calendar days prior to the meeting, and shall be deemed delivered when deposited with United States Mail, postage prepaid. Notwithstanding the above, notice for any meetings at which the Bylaws or an Intergovernmental Agreement is to be amended shall be provided and confirmed received at least ten calendar days prior to

the meeting, no matter what method of notification is utilized. The Secretary may delegate duties to the Executive Director as prudent and necessary.

Section 7. Notice of Waiver. Where notice is required prior to any meeting under Article V, any Board Member may waive the right to notice through either written waiver, or through attendance and participation in the meeting. Notice is not waived where a Board Member attends a meeting for the sole purpose of objecting to the transaction of business at that meeting due to insufficient notice. Business to be transacted at any Special Meeting shall be specified in the notice or waiver of notice of that meeting.

Section 8. Electronic Meetings. Where it is not possible or practical for Board Members to be physically present at any scheduled meeting, any Board Member may attend Regular and Special Meetings through an electronic method of communicating by which all participating Board Members may simultaneously hear each other during the meeting.

Section 9. Public Meetings. All business of the Board shall be conducted only during Annual, Regular, or Special Meetings and shall be open to the public. Any such meeting shall be held within any County where dispatch services are provided by the Western Colorado Regional Dispatch Center. The Board may meet in executive session in accordance with C.R.S. § 24-6-402(4), and only upon the vote of a majority of the Members present. No vote or other formal action shall be taken in any executive session.

ARTICLE VI. CONDUCT OF BUSINESS

Section 1. Quorum and Voting. A majority of current Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Board Members may vote either in person, by United States Mail, facsimile, email, or verbally where Article V, Section 7 permits.

Section 2. Order of Business. All meetings of the Board of Directors shall be governed by commonly accepted parliamentary procedures. The following order of business shall be used as a guide insofar as applicable and desirable:

- i. Determination of Quorum;
- ii. Proof of Due Notice and Meeting;
- iii. Reading and Disposition of Minutes;
- iv. Report of Officers and Committees;
- v. Report of Personnel;
- vi. Unfinished Business;
- vii. New Business;
- viii. Election of Officers (when applicable); and
- ix. Adjournment.

Section 3. Manner of Acting. The Board of Directors shall act only in form of resolution and motions. Board Members may vote in person, or by written or electronic proxy. All proxy votes must be delivered and received by the Secretary prior to the commencement of that meeting. Proxy votes are only valid for one meeting and must be noted in the written proxy. Unless the

Intergovernmental Agreement or these Bylaws requires a majority vote of all Board Members, a majority vote among a quorum of Board Members present at any meeting shall constitute an official act of the Board of Directors.

Section 4. Conduct of Meetings. The Chairperson, or Vice Chairperson if absent, shall call Board Meetings to order and shall act as the Presiding Officer. In the event the Chairperson and Vice Chairperson are both absent, the Secretary shall act as the presiding officer of any Board Meeting.

Section 5. Vacancy of a Board Member. If a vacancy of a Board Member occurs, the unrepresented or underrepresented Governmental Entity shall appoint a new member.

Section 6. Presumption of Assent. A Board Member's presence and attendance at any meeting, Special, Annual, Regular, or otherwise, where any official action is taken, shall be considered assent to that official action. Any Board Member who desires to dissent from any action must enter such dissent into the minutes of that meeting, or must submit an official dissent, in writing, to the Secretary during that meeting or immediately after that meeting adjourns. Board Members who vote in favor of an official action shall not have the right to submit a dissent.

Section 7. Committees. The Board of Directors may establish committees by resolution and majority vote. The establishing resolution must clearly state the duties and responsibilities of the Committee. The powers of any committee must not exceed the powers of the Board of Directors.

Section 8. Unanimous Consent without Meeting. The Board of Directors may take action without a meeting if the Board Members provide unanimous written consent setting forth the action to be taken. The Board Members must all sign the written consent and may do so in counterparts, by facsimile, or by scanned copy.

Section 9. Conflict of Interest. Board Members shall not conduct private business in any manner which places them at a special advantage because of their association with the Western Colorado Regional Dispatch Center. Board Members with a possible conflict of interest must disclose that interest to the Board of Directors. In the case of a clear conflict of interest, the conflicted Board Member shall not be allowed to vote or provide advisement. The decision of a majority of the Board Members present at the meeting shall control as to whether or not there is a clear conflict of interest.

ARTICLE VII. BUSINESS ADMINISTRATION

Section 1. Budget. The annual budget cycle and fiscal year shall conform to the City of Montrose. The fiscal year shall begin one minute past midnight on January 1 and shall end at Midnight on December 31. The budget shall be provided to each Board Member and their appointing Government Entity no later than September 30 of each calendar year. The Board of Directors must approve the annual budget by majority vote of all Board Members. The Board of Directors may approve any amendments to an existing budget by majority vote at any meeting where notification was provided to all Board Members that a budget issue would be discussed.

Section 2. Audit. An audit of the Western Colorado Regional Dispatch Center finances for the previous year shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The annual audit shall be submitted to each Board Member and their appointing Board, Council, or Entity no later than September 30 of each calendar year.

Section 3. Administrative Support. The City of Montrose shall provide support staff and administrative services for the Dispatch Center; however, nothing in these Bylaws shall compel the Board of Directors to exclusively utilize the City's services, nor require the Board to provide the City of Montrose Compensation for such services.

ARTICLE VIII. OFFICERS

Section 1. Officers of the Board of Directors. The Board of Directors shall elect three Officers: a Chairperson, a Vice Chairperson, and a Secretary. Each Officer shall serve a one year term. The Board of Directors shall hold an election for Officers at each Annual Meeting. The Board of Directors may hold a special election to fill a vacancy in any office at a Regular or Special Meeting, where notice is provided.

Section 2. Removal. Where it serves the best interests of the Western Colorado Regional Dispatch Center, the Board of Directors may remove any officer by resolution and majority vote of current Board Members.

Section 3. Vacancy of Office. A vacancy in office due to death, resignation, removal, or otherwise shall be resolved by a majority vote of the Board of Directors during a Regular or Special Meeting, where the purpose of such meeting has been provided through sufficient notice.

Section 4. Chairperson of the Board of Directors. The Chairperson shall preside over all meetings. Subject to these Bylaws, the Chairperson has the authority to sign, execute and acknowledge all deeds, mortgages, bonds, contracts, leases, reports and other documents or instruments necessary or proper to be executed in the course of regular business of the Western Colorado Regional Dispatch Center, or which shall be authorized by resolution of the Board of Directors. The Chairperson may authorize the Vice Chairperson to act as his or her agent with the authority of the Chairperson under these Bylaws.

Where exigent circumstances require, the Chairperson may act without the Board of Directors approval by resolution. However, the Chairperson may never incur debt without approval from the Board of Directors. All actions taken by the Chairperson without first obtaining the Board of Directors approval or resolution, must then be ratified by the Board of Directors during the next meeting proceeding such action. If not stated in this section, the Chairperson shall have all authority as provided elsewhere in these Bylaws.

Section 5. Vice Chairperson of the Board of Directors. In the absence of the Chairperson, or in the event of the Chairperson's death, sustained illness, or inability to act, the Vice Chairperson shall perform the duties of the Chairperson. When so acting, the Vice Chairperson shall have all the powers of and is subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties and have such authority as may be assigned by the Chairperson of the Board of Directors.

Section 6. Secretary of the Board of Directors. The Secretary shall act as the custodian of records for the Western Colorado Regional Dispatch Center. The Secretary shall keep minutes at all meetings of the Board of Directors. The Secretary shall assure that all notices are provided in accordance with these Bylaws and as required by Colorado law. The Secretary shall keep, arrange, and record contact information, including email addresses, for all Board Members. The Secretary shall have general oversight of the books and financial records of the Western Colorado Regional Dispatch Center, and shall provide updates and reports to the Board of Directors on all financial matters. In general, the Secretary shall perform all duties incident to the office of the Secretary, and may delegate those duties to the Executive Director as prudent and necessary.

Section 7. Assistants to Officers. The Board of Directors shall have the power to appoint an assistant to aid in performance of duties of any Officer in the event it is impracticable for such officer to act personally. The appointed Assistant shall have the power to perform the duties of the office only as delegated by the Board of Directors. Assistants need not be members of the Board of Directors.

ARTICLE IX. INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreements Control. In the event a conflict arises between any provisions of these Bylaws and any provisions of the Intergovernmental Agreement, the later shall control.

ARTICLE X. AMENDMENTS

Amendment or Repeal & Adoption of Bylaws. The Board of Directors may amend and alter these Bylaws, or may repeal and adopt new Bylaws, by affirmative vote of the majority of Board Members present at any Annual, Regular, or Special Meeting, so long as the Secretary provided notice to all Board Members that the meeting would involve the amendment, adoption, or repeal of the Bylaws.

Appendix of Administrative Services. Pursuant to Section 5, Subsection (F) of the Amended and Restated Intergovernmental Agreement, executed on _____, 2019, at the request of the Western Colorado Regional Dispatch Center Board of Directors, the City of Montrose shall provide the following administrative services free of charge.

- a. Legal Services.** The City of Montrose Office of the City Attorney shall represent the Western Colorado Regional Dispatch Center in all matters of legal concern and provide legal counsel when requested.
- b. Financial Services.** The City of Montrose Financial Department shall assist the Western Colorado Regional Dispatch Center Board of Directors with any financial requirements related to the operation of the Dispatch Center. The City of Montrose Finance Director shall assist the Board of Directors and the Administrative Core Team with formulating the annual budget, as well as providing any other financial services as reasonably requested by the Board of Directors.
- c. Human Resources.** The City of Montrose Human Resources Department shall provide all employment related services necessary to operate the Western Colorado Regional Dispatch Center, including, but not limited to, hiring, termination, consultation, and personnel issues.
- d. Information Technology Services.** The City of Montrose Information Services Department shall provide general information technology services, including routine maintenance of equipment. However, any equipment that requires specific training, expertise, or certification shall be handled by outside services or the equipment manufacturer.

Facilities & Maintenance Services. Ongoing maintenance and upkeep of the Western Colorado Regional Dispatch Center Facilities shall be governed pursuant to the Lease between Montrose County and WestCO, entered into on December 19, 2018.



DISCUSSION ITEMS (January 21, 2020)

Sound System for Community Center

Background – City Council has requested to have a discussion regarding replacement of our current sound system in the Community Center with a new system. This discussion item is for purposes of identifying the type of system Council desires to have throughout the Community Center, thereby providing direction to City Staff to begin obtaining quotes for our next budget review session.

Snow Plowing/Removal

Background – City Council has requested to have a discussion regarding our current snow plowing and removal policies and procedures. Current policies and procedures are included within the packet for review.

Box Cañon Road

Background – Mayor Pro Tem Wood has requested to have a discussion regarding the Box Cañon Road, with the possibility of widening the road for improved 2-way vehicular travel from 3rd Avenue to County Road 361.

Possible Charter Amendments

Background – Council Member Boyd has requested to have a discussion regarding possible amendments to the current City of Ouray Charter.

City Communications

Background – Mayor Nelson has requested to have a discussion regarding City Communications and public messaging.

Future Agenda Items – Council discussion about future agenda items.

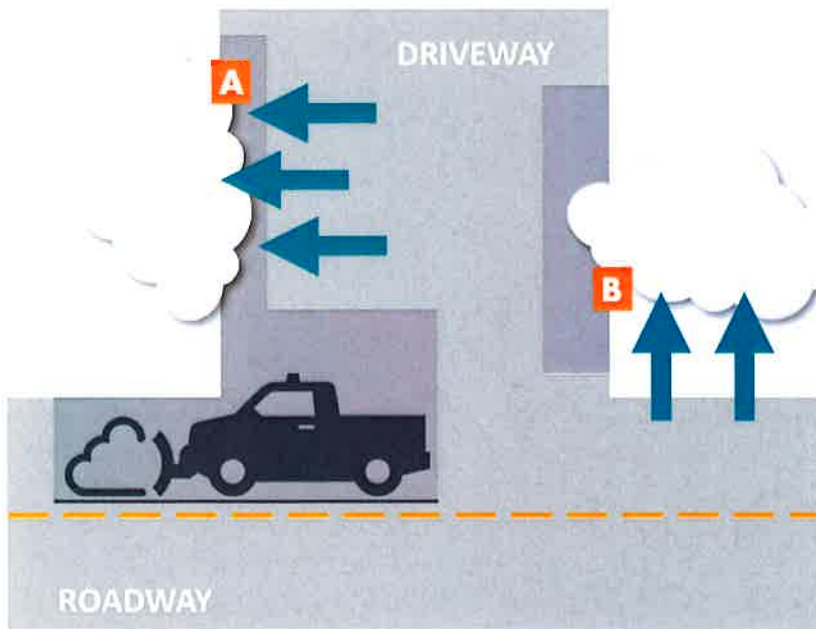


COLORADO

Department of
Transportation

DRIVEWAY SNOW REMOVAL

Recommendations for removing snow from your property



YES! Move snow from your driveway onto your **own** property.

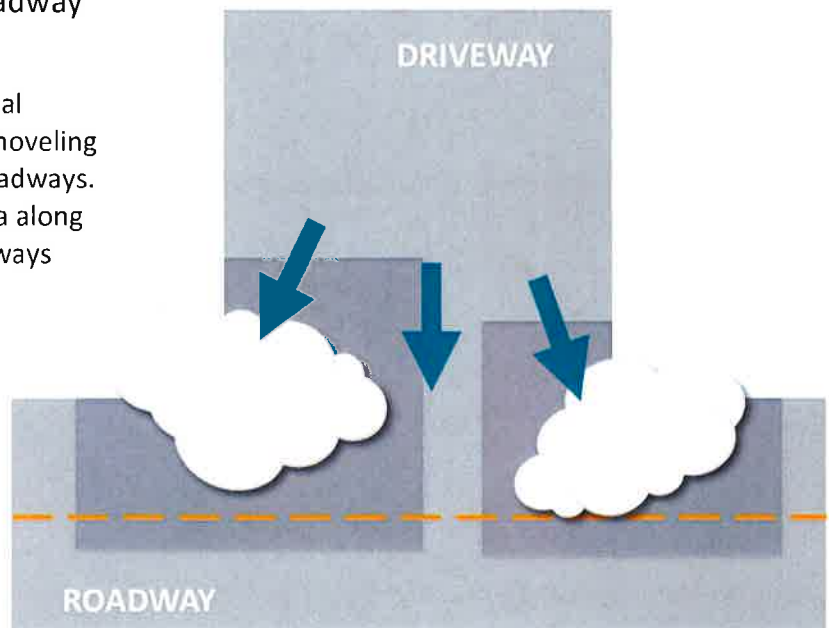
A If standing on your property, facing the road, move snow to the right or left of your driveway.

B Clear the area of your property next to your driveway and near the roadway. This gives plows a place to push snow and helps reduce the chance of a snow berm being created across your driveway.

NO! DO NOT push snow into the roadway or right-of-way. It is illegal!

Colorado law (CO Statute 43-5-310) and many local ordinances prohibit the plowing, blowing, shoveling or otherwise placing of snow onto public roadways. This includes the ditch and right-of-way area along the roadside. Pushing snow on public roadways creates many hazards for CDOT snow plow operators and the general public including:

- drainage problems,
- drifting,
- sight obstruction,
- hindered accessibility,
- slippery areas and
- frozen ruts or bumps that can contribute to motor vehicle or pedestrian crashes.





COLORADO

Department of
Transportation

DEPOSITING SNOW ON ROADWAY PROHIBITED

The Colorado Department of Transportation (CDOT) reminds all property owners, renters and private snow removal operators that it is unlawful to deposit snow on or next to a public highway.

Colorado law (*see statute 43-5-301 below*) and many local ordinances prohibit the plowing, blowing, shoveling or otherwise placing of snow onto public roadways. This includes the ditch and right-of-way (ROW) area along the roadside. Pushing snow on public roadways can cause an increasing hazard with each snow storm, as snow piles or berms become larger, freeze and are more difficult to manage throughout the winter months.

Violations are considered misdemeanors, but civil penalties also apply if the placement of snow creates a hazard such as slippery areas, frozen ruts or bumps that can contribute to a motor vehicle or pedestrian crash. Other hazards created by improper placement of snow on or near a public roadway include drainage problems, drifting, sight obstruction and hindered accessibility. Special attention should be made to keep crosswalks, intersections, entrances and exits clean and unobstructed. The civil liability can extend to both the property owner and the person who placed the snow in the roadway or ROW.

Residents are responsible for clearing driveways and sidewalks within 24 hours after a snow storm to allow safe use by pedestrians. This is particularly important along school pedestrian routes to prevent children from having to walk in the street. It is required that owners place snow from their driveways and sidewalks onto their front yard or other areas of their own property and not into the street. This practice reduces the number of icy areas on streets and ensures proper drainage flow into the storm sewer once snow melts.

CDOT snow plow operations take place during and after a snow storm. Broad clearing of snow is often necessary to widen roads to ensure that ice and snow melts from the pavement surface. This may take place up to a few days after the event depending upon the severity of the storm and weather conditions. Unfortunately, subsequent CDOT operations may push snow back onto sidewalks and driveways. Clear the area of your property next to your driveway and near the roadway to give plows a place to push snow and help reduce the chance of a snow berm being created across your driveway.

COLORADO REVISED STATUTE 43-5-301. Obstructing highway – penalty

No person or corporation shall erect any fence, house, or other structure, or dig pits or holes in or upon any highway, or place thereon or cause or allow to be placed thereon any stones, timber, or trees or any obstruction whatsoever. No person or corporation shall tear down, burn, or otherwise damage any bridge of any highway, or cause wastewater or the water from any ditch, road, drain, flume, agricultural crop sprinkler system, or other source to flow or fall upon any road or highway so as to damage the same or to cause a hazard to vehicular traffic. Any person or corporation so offending is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than ten dollars nor more than three hundred dollars and shall also be liable to any person, unit of government, or corporation in a civil action for any damages resulting therefrom. Upon a third conviction therefor, the offender shall be punished by a fine of not less than ten dollars nor more than three hundred dollars or by imprisonment in the county jail for not more than three days and shall also be liable to any person, unit of government, or corporation in a civil action for any damages resulting therefrom. Each day such condition is allowed to continue upon any highway shall be deemed a separate offense.

This section makes it a criminal offense for anyone to obstruct a public highway.

CITY OF OURAY



Snow Plowing and Removal Policy



Updated August 28th, 2019

Background

The City of Ouray provides snow plowing/removal City wide including the parking areas on Main Street. It has been established that as a general rule the crew will begin plowing activities when measureable snow fall accumulation reaches 4" in depth.

The intent of this policy statement is not to undo or question the procedures that have been largely followed in terms of snow removal, but rather to establish, in writing, a cohesive summary of the procedures that are followed, and guidance for staff in the exercise of decisions related to snow removal.

Policy

Commencement of Snowplowing

Snow plowing commences upon an accumulation of 4" of snow within the City. If the snow is wet and heavy, snow plowing should commence upon the accumulation of 3". The following caveats are to be noted:

- There is no qualification as to where the measurement occurs. An accumulation that reaches these thresholds, anywhere within the City boundaries, should be sufficient to trigger the work. Discretion must obviously be exercised in those instances where snow fall may be heavy in one side of the City, and not the other (plowing may be justified only in the area receiving heavy accumulation). The purpose for the threshold criteria is to establish a general standard which will be applicable in most cases.
- In those instances where heavy accumulations are expected, discretion should also be exercised as to when to commence snowplowing. It may be advantageous to commence plowing prior to the accumulation of 4" in order to avoid large accumulations during heavy storms and rapidly accumulating snow.
- As a general rule, the staff will commence plowing at anytime accumulations should warrant. Main Street snow removal will commence at 2:00 AM.

Notification of large snow accumulations after business hours

Should the accumulation occur after business hours (8-4:30, Monday through Friday), and is heavy enough to have significant impact upon the community, on-call public works staff shall be notified accordingly. As a general matter, such notification should occur by the on-duty Police Officer, but it could occur through other City staff or officials. The Public Works Director should be attempted first, with the Street Foreman as backup, who will in turn call out other Public Works employees as necessary to assist.

Priority of Streets & Sidewalks

The City Crew is responsible for snow removal from the parking areas on Main Street; they also clear the sidewalks on Main Street from 4th Avenue to 10th Avenue. This work is performed between 2 and 8 AM.

Snowplowing of streets, as a general matter, focuses first on school streets and streets in and around City Hall (this includes Emergency Services and the Fire Department), then the core area of the City, which includes from 3rd avenue to 10th avenue. , followed by outlying residential neighborhoods. This work is normally performed simultaneously with the snow removal on Main Street. In addition, the staff will normally try to plow the alleys at the same time as the streets but this is done with a different piece of equipment so the schedule may be different.

First Priority

6th, 7th and 8th Avenues around the School/City Hall

4th and 5th Streets around the school/City Hall

2nd, 3rd, 4th, 5th, 9th & 10th Avenues

2nd, 4th, 5th & 6th Streets

Oak Street

Ski Hill Lane

Queen and Pinecrest

Ouray Vista

Fedel Court

Loretta Court

Chautauqua Lane

Second Priority

Pool parking lot

Rotary Park

Box Canyon-lower Road

WWTP

Water Tank

Main Street parking

Third Priority

On-street parking in Business District

On-street Parking in residential areas

The crew will also attempt to clear snow from the local church parking lots on Saturday and Sunday mornings when possible.

Sidewalk Snow Removal

In accordance with 1315-B of the Ouray Municipal Code the owner or tenant in possession of property abutting City sidewalks is responsible to remove accumulations of snow and ice from the sidewalks. While the City may elect to actively remove snow from critical sidewalks necessary for safe and expedient pedestrian travel (i.e. school access, public parks), it does so at

its own election, and this shall not lessen or dispense with the obligations of any property owners to maintain sidewalks abutting their properties.

Driveway Apron Snow removal

The City has no obligation to remove snow from access and driveway aprons other than upon City owned property and facilities. Property owners are responsible for removal of snow upon their own properties. The placement of removed snow on City street right-of-ways or sidewalks is prohibited. Pursuant to 13-2 of the City Code, it shall be unlawful to create or fail to remove any encroachments or obstructions including ice, snow, mud, dirt, debris, rubbish and filth upon any City owned property including but not limited to streets, alleys, sidewalks, curbs or gutters. Any violation of this prohibition is declared to be a nuisance, which may be abated by the City pursuant to the provisions this section 10-47 of the City of Ouray, Colorado, or in any lawful manner.

Public Parking Areas

Once snow is removed from public streets and critical public sidewalks, staff will pursue removal of snow in public on-street parking areas throughout the City where on-street parking occurs. This is likely to occur on the day following conclusion of the storm. Owners of vehicles parked in such areas are advised to park their vehicles on the north and east sides of the City streets on Monday, Wednesday and Friday and on the south and west sides of the street on Tuesday and Thursday during this time frame to allow for effective snow removal.

Private Parking Spaces

Property owners are required to store their snow on their own property or manage the removal of snow to a private location. If the property owner pushes snow onto the public right, city of Ouray will enforce Ouray Municipal Code Section 13-3.

Private Contractors

All private contractors managing or removing snow with motorized equipment within the public right of way are required to be permitted, as is required by Ouray Municipal Code section 13-3.

State Statute for Depositing Snow on Roadway

Colorado law (*see statute 43-5-301 below*) and many local ordinances prohibit the plowing, blowing, shoveling or otherwise placing of snow onto public roadways. This includes the ditch and right-of-way (ROW) area along the roadside. Pushing snow on public roadways can cause an increasing hazard with each snow storm, as snow piles or berms become larger, freeze and are more difficult to manage throughout the winter months.

Other hazards created by improper placement of snow on or near a public roadway include drainage problems, drifting, sight obstruction and hindered accessibility. Special attention should be made to keep crosswalks, intersections, entrances and exits clean and unobstructed.

COLORADO REVISED STATUTE 43-5-301 Obstructing highway – penalty

No person or corporation shall erect any fence, house, or other structure, or dig pits or holes in or upon any highway, or place thereon or cause or allow to be placed thereon any stones, timber, or trees or any obstruction whatsoever. No person or corporation shall tear down, burn, or otherwise damage any bridge of any highway, or cause wastewater or the water from any ditch, road, drain, flume, agricultural crop sprinkler system, or other source to flow or fall upon any road or highway so as to damage the same

or to cause a hazard to vehicular traffic. Any person or corporation so offending is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than ten dollars nor more than three hundred dollars and shall also be liable to any person, unit of government, or corporation in a civil action for any damages resulting therefrom. Upon a third conviction therefor, the offender shall be punished by a fine of not less than ten dollars nor more than three hundred dollars or by imprisonment in the county jail for not more than three days and shall also be liable to any person, unit of government, or corporation in a civil action for any damages resulting therefrom. Each day such condition is allowed to continue upon any highway shall be deemed a separate offense. This section makes it a criminal offense for anyone to obstruct a public highway.

Snow Removal Guidelines for the 2019-2020 Season

The City of Ouray provides snow plowing and removal city-wide. As a general rule, the crew will begin plowing activities when measurable snow fall accumulation reaches 4" in depth.

Should the accumulation occur after business hours (8:00am-4:30pm, Monday through Friday), and is heavy enough to have significant impact upon the community, on-call public works staff shall be notified accordingly.

The City's first priority is clearing the school area, emergency services, and fire department, then the core areas of the City, including main roads, avenues and streets.

The City has no obligation to remove snow from access and driveway aprons other than upon City owned property and facilities.

Property owners are responsible for removal of snow upon their own properties. The placement of removed snow on City street right-of-ways or sidewalks is prohibited unless approved by the City.

In addition, the staff will make every effort to plow the alleys at the same time as the streets.

Once the snow is plowed from all public streets and alleys, staff will pursue removal of snow in public on-street parking areas throughout the City where on-street parking occurs.

On-street parking areas will be posted "NO PARKING" the day before parking areas are to be cleared. Please help us by refraining from parking in these areas posted.

As a general rule, staff will commence plowing at any time accumulation should warrant. Main Street snow removal will begin at 2:00am.

Priority of Streets

First Priority: 6th, 7th, and 8th Avenues around the School and City Hall. 4th and 5th Streets around the School and City Hall. 2nd, 3rd, 4th, 5th, 9th, and 10th Avenues. 2nd, 4th, 5th and 6th Streets. Oak Street, Skill Hill Lane, Queen & Pinecrest, Ouray Vista, Fedel Court, Loretta Court and Chautauqua Lane.

Second Priority: Pool parking lot, Rotary Park, Box Canyon-lower road, Waste Water Treatment Plant, Main Street Parking

Third Priority: On-street parking in Business District, On-street parking in residential areas.

The crew will attempt to clear snow from the local church parking lots on Saturday and Sunday mornings when possible.

Important things to keep in mind this winter:

- Residents are expected to maintain their own sidewalks and remove ice and snow.
- The City Crew is responsible for clearing the parking areas on Main Street. As a courtesy they also clear the sidewalks on Main Street from 4th Avenue to 10th Avenue. This work is performed between 2:00am and 8:00am.
- Try to avoid parking in public parking spaces in the first block east and west of main street during storms. This will allow the snow removal crew to more effectively remove snow in the early morning.
- **On private property**—it is the owners responsibility to remove or store snow from their property. Placing private snow on public streets will result in code enforcement violations.
- **Private Contractors**—All private contractors managing or removing snow with motorized equipment within the public right-of-way are required to be permitted, as is required by Ouray Municipal Code section 13-3.

Code Enforcement

The City's priority is the health, safety, and welfare of the citizens. With this in mind, the City will enforce snow removal regulations of the Ouray Municipal Code for a safer community.

Thank you for your continued cooperation to keep our community safe and beautiful!



The Outdoor Recreation Capital of Colorado

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The Outdoor Recreation Capital of Colorado

Ouray Snow Removal Guideline 2019-2020

Public Works
PO Box 468
320 6th Avenue
Ouray, CO 81427
970 325-7074



Snow Plowing & Removal Guideline

2019-2020
City of Ouray