

**AGENDA
OURAY CITY COUNCIL**

Tuesday, July 6, 2021 – 6:00 pm

**IN-PERSON MEETING – ALL PUBLIC WHO WOULD LIKE TO SPEAK SHOULD
ATTEND IN-PERSON**

320 6th Ave. – Massard Auditorium

ZOOM MEETING (FOR LISTENING PURPOSES ONLY)

<https://zoom.us/j/9349389230>

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

Regular Meeting - 6:00 pm

- Changes to this agenda can be found on the bulletin board at City Hall
 - Electronic copies of the Council Packet are available on the City website at www.cityofouray.com. A hard copy of the Packet is also available at the Administrative Office for interested citizens.
 - Action may be taken on any agenda item
 - Notice is hereby given that a majority or quorum of the Planning Commission, Community Economic 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. Approval of Minutes – June 7, 21, and 29 [Page 2](#)
 5. CITIZENS' COMMUNICATION
 6. CITY COUNCIL REPORTS/INFORMATION
 Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
 7. DEPARTMENT REPORTS
 - a. City Administrator [Page 19](#)
 - b. Police Chief [Page 21](#)
 - c. Fire Chief [Page 22](#)
 - d. Public Works Director [Page 28](#)
 - e. City Resources Director [Page 31](#)
 8. CONSENT AGENDA – Special Event Permit Application for Six Basins Fundraiser – BPOE Lodge #492 – July 16, 2021 [Page 32](#)
 9. ACTION ITEMS
 - a. Resolution 7, Series 2021 – Ratification of City Administrator's Signature on USFS Special Use Permit Application [Page 33](#)
 - b. Resolution 8, Series 2021 – Ratification of City Council Directing Staff to Reject Any Application for a Short-Term Rental Permit if the Applicant Is or Has Been in Violation of Municipal Code, Section 7-5-J-11 [Page 42](#)
 - c. Discussion and Possible Action on Adoption of Fines and Penalties for Operating a Short-term Rental Without a License
 - d. Discussion and Possible Action on Hot Springs Pool Point of Sale Software (Tabled ActiveNet Agreement) [Page 44](#)
 - e. Discussion and Possible Action Regarding Tourist App (Tabled BuildFire Agreement) [Page 49](#)
 10. DISCUSSION ITEMS
 - a. Future Agenda Items:
 - Joint Meeting of City Council and Planning Commission on July 8th, 2021 at 1:00 pm (Public Hearing Process & ADUs) [Page 70](#)
 11. ADJOURNMENT

**OURAY CITY COUNCIL
SUMMARIZED MINUTES
MONDAY, JUNE 7, 2021, 6 PM
320 6th Ave – Massard Room**

Zoom Meeting for Non-participants:

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Passcode: 491878 or by phone: +1 408-638-0968 +1 669-900-6833

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1. CALL TO ORDER

Mayor Nelson called the meeting to order at 6:12 pm.

2. ROLL CALL

Mayor Greg Nelson - present
Mayor Pro Tem John Wood - present
Councilor Glenn Boyd - present
Councilor Ethan Funk - present
Councilor Peggy Lindsey - present

Also present were City Administrator Silas Clarke, Finance and Administration Director Melissa Drake, City Resources Director Rick Noll, Public Works Director Joe Coleman, Community Development Coordinator Lily Oswald, Police Chief Jeff Wood, Administrative Accounting Clerk Julie Lancaster, and City Attorney Carol Viner.

3. The PLEDGE OF ALLEGIANCE was recited

4. CEREMONIAL/INFORMATIONAL

a. Introduction of New Hot Springs Pool Manager, Carmen Brashier

b. Tourism Advisory Committee (TAC) Future Roles and Responsibilities

Jen Norvell from TAC updated the council about how they developed their decision-making strategy for recommendations to council on spending LOT funds over the last year, and the permanent role they would like to create for themselves moving forward.

c. Ouray Ice Park, Inc. (OIPI) End of Season Report and Update

Peter O'Neill thanked everyone involved with the Ice Park, especially this past year. Mr. O'Neill presented highlights from the 2021 season, and upcoming projects for the 2022 season.

d. Friends of the Via Ferrata (FOVF) Spring Report and Update

Mark Iuppenlatz presented the Via Ferrata's plans for the upcoming season.

5. Approval of Minutes – May 3 and May 17

Councilor Funk made a motion to approve the minutes. Mayor Pro Tem Wood seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson	X			
Councilor Boyd	X			
Councilor Funk	X			

The motion passed on unanimous roll call vote.

6. CITIZENS' COMMUNICATION

Mayor Nelson opened the floor for public comment.

Since there were no comments, Mayor Nelson closed the floor.

7. CITY COUNCIL REPORTS/INFORMATION

- a. **Glenn Boyd** – County has changed command structure from unified command to incident command, making Public Health Director Tanner Kingery the sole incident commander
- b. **Ethan Funk** – nothing to report
- c. **Peggy Lindsey** – Beautification Committee is still cleaning on the River Walk on Tuesday mornings. Flowers will be planted on June 16th.
- d. **John Wood** – Jen Norvell covered everything from CEDC meeting
- e. **Greg Nelson** – nothing to report

8. DEPARTMENT REPORTS

a. City Administrator – Silas Clarke

Water Treatment and Wastewater Treatment plant funding updates. \$256,000 to be received from the American Rescue Plan Act funding for wastewater treatment and water treatment facilities, 1st half to be received soon, 2nd half to be received a year later. Perimeter trail meeting, presented master plan. Two changes proposed to avoid N Pinecrest Street, and Portland Jeep Trail. Sidewalk repair meeting, expecting many applications for the fall. Visitor Center maps are going out at more than 100 per day.

b. Police Chief – Jeff Wood

Chief Wood presented May service calls. Department has completed recurring yearly training, instituted summer schedule, and have the UTV badged and in service.

c. Fire Chief – Adam Kunz

Report included in packet.

d. Public Works Director – Joe Coleman

Nothing to add to report in packet.

e. City Resources Director – Rick Noll

1000-person day at Box Canon over Memorial Day weekend. Carmen Brashier is on her 2nd week working as the Pool Manager and still orienting. Water slide pump sat for too long and needed to be serviced. Membership and Point of Sale software will be obsolete in October, and the Pool will be switching to ActiveNet soon.

f. Destination Tourism Marketing Report and Cell Phone Application Creation Discussion – Markus Van Meter

Markus Van Meter presented his accomplishments working on tourism marketing for the last year, and his goals for the upcoming year.

Smart Phone App development for wayfinding proposed, to be built by third party developer BuildFire. Cost would be around \$20,000, a significant savings since the design work is built into Mr. Van Meter's monthly fee. Application would have many features that could promote sales and direct visitors to locations around town. Councilor Funk objected to the idea of the municipality promoting an app that required so many security permissions the user needs to accept to use the app. Mayor Pro Tem Wood said that could be alleviated by putting in a disclaimer that the app is built by a third party that assumes all the liability of any data breach.

9. CONSENT AGENDA

a. B & B Liquor Permit Renewal – China Clipper B & B

b. Modification of Liquor Licensed Premise – Friends of the Wright Opera House

c. Special Events Permit Application – Mountain Air Music, Inc. – Music in the Park, June 24th

d. Special Events Permit Application – Ouray Volunteer Fire Dept. – Fireman's Ball, July 3rd

e. Special Events Permit Application – Ouray Volunteer Fire Dept. – Ray Markey's Life Celebration, June 13th

Councilor Lindsey made a motion to approve the consent agenda, Councilor Funk seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Nelson	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

10. ACTION ITEMS

a. Consideration of A & K Minor Subdivision to create two lots from Parcel # 451725115001 with legal description of Owsianiak Replat Filing No. 2 Lot:23-26 S:25 T:44 R:8

Ms. Oswald presented the staff report of the lot split.

Councilor Boyd made a motion to approve the split, with the condition that all fees are paid before filing.

Councilor Funk seconded the motion.

Mayor Pro Tem Wood asked about the existing cement slab on lot 23. Ms. Oswald said it would not restrict building due to any original plans on file. Mayor Pro Tem asked if the City collected a Park fee from when the lot was combined in recent years, and Mr. Clarke said it would not have been collected for the re-plat.

Council Member	For	Against	Abstain	Absent
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Nelson	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

b. Consideration of Parcel 2 Hot Springs Subdivision Lot Split to create three lots from Parcel # 451530319002 with legal description of Hot Springs Subdivision Parcel 2

Mayor Pro Tem Wood made a motion to approve the split. Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Nelson	X			
Councilor Boyd	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

c. Consideration of Final Design Engineering Services with JVA, Inc. for the Waste Water Treatment Facility

Ms. Viner and Cooper Best from JVA presented the contract up for approval.

Mayor Pro Tem Wood made a motion to approve the contract. Councilor Funk seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Nelson	X			
Councilor Boyd	X			
Councilor Funk	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

d. Consideration of Construction Manager at Risk Agreement with Moltz Construction, Inc. for Design of the Wastewater Treatment Facility

Ms. Viner stated that Moltz Construction has not reviewed the agreement, so any motion should include flexibility to change if necessary.

Councilor Boyd made a motion to approve the agreement, authorizing the City Administrator and City Attorney the power to make non-substantial changes if the contractor objects to an item in the contract. Mayor Pro Tem Wood seconded the motion.

Council Member	For	Against	Abstain	Absent
Mayor Nelson	X			
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

11. DISCUSSION ITEMS – Future Agenda Items

Work through Telluride Foundation housing project

12. ADJOURNMENT

Mayor Pro Tem Wood made a motion to adjourn at 8:44 pm, Councilor Lindsey seconded the motion. The motion passed on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on June 7, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 22nd day of June, 2021.

Melissa M. Drake, City Clerk

**OURAY CITY COUNCIL MEETING
SUMMARIZED MINUTES
MONDAY, JUNE 21, 2021, 1 PM
320 6th Ave – Massard Room**

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1. CALL TO ORDER

Mayor Nelson called the meeting to order at 1:00 pm.

2. ROLL CALL

Mayor Greg Nelson - present
Mayor Pro Tem John Wood - present
Councilor Glenn Boyd - excused
Councilor Ethan Funk - present
Councilor Peggy Lindsey - present

Also present were City Administrator Silas Clarke, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Community Development Coordinator Lily Oswald, City Resource Director Rick Noll, Administrative Accounting Clerk Julie Lancaster, and City Attorney Carol Viner.

3. PUBLIC HEARING – Sales Room Application by Mountain View Winery, Olathe, Colorado for Wine Sales at Ouray Manor B&B dba Ouray Wine Garden at 317 2nd Street, Ouray, Colorado

Amber Cunningham from The Ouray Manor B&B presented a brief overview of the partnership between herself and Mountain View Winery.

Mayor Pro Tem Wood asked if the applicants were aware this was a temporary situation, they affirmed they were aware and had permanent plans in process.

Mayor Nelson opened the floor for public comment.

Since there were no comments, Mayor Nelson closed the floor.

4. CEREMONIAL/INFORMATIONAL

a. Recognition of Public Works Staff

Mayor Nelson recognized the Public Works Department as “Department of the Year for 2020”, listing some notable accomplishments.

b. Introduction of Element Engineering Staff

Nick Marcotte and Alice Arsenault from Element Engineering presented a brief overview of the company and the water treatment plant design and building process for the City.

5. CITIZENS' COMMUNICATION

Mayor Nelson opened the floor for public comment.

Since there were no comments, Mayor Nelson closed the floor.

6. CITY COUNCIL REPORTS/INFORMATION

- a. Ethan Funk** – Will be out of town between July 1st and 5th. OIPI Meeting: Water Augmentation project is likely to not be underway by this coming ice season. Looking at bringing in additional events. OIPI concerned about property assignment long term use of land.
- b. Peggy Lindsey** – Flowers were delivered, extended a thank you to anyone involved in placing the planters and planting the flowers. Love Your Riverwalk is still happening every Tuesday between 7-9 am. Trees will be planted on the berm at Rotary Park this week.
- c. John Wood** – Unable to attend TAC and CEDC Meetings. Mayor Nelson provided the TAC update, Ms. Oswald will provide the CEDC update.
- d. Greg Nelson** – TAC discussed reorganization of City structure for creation of Parks and Facilities Maintenance Department, and when that is in place, creating a Parks and Rec Master Plan. Visitor Maps will be delivered from the printer soon. Meeting on potential partnerships for save the trails, leave no trace, etc campaigns and related grants for messaging to the public. Discussed City wayfinding app. Each City committee will be given a page on the City's website to publish information for the public.

7. DEPARTMENT REPORTS

a. City Administrator – Silas Clarke

Motlz agreement signed with no changes. Geothermal survey done, waiting on engineering plan now. Working on Forest Service special use permit for water tank storage. COP refinance completed; the deed to City Hall is now back in the City's name. Zoning and subdivision code update grant program from DOLA, working with SEH, Inc to get a quote. Wanakah Estates miner condo development site plans have been submitted.

b. Finance and Administration Director – Melissa Drake

i. May 2021 Financial Report

Parks Fund in much better shape than this time of year in 2019.

ii. Sales Tax – April 2021 Activity

Remote Sales Tax is up tremendously since 2019, partially attributed to COVID, and partially to increased vendor compliance in remitting sales tax.

iii. LOT – April 2021 Activity

April revenue is up 96% from 2019.

iv. Box Canon Falls Visitation – May YTD

Visitation up 108%, revenue up 78.6% over 2019.

v. Hot Springs Pool Visitation – May YTD

Visitation up 1.6%, revenue up 17.7% over 2019

c. Community Development Coordinator – Lily Oswald

Ms. Oswald listed current projects on her desk. She is conducting research into different housing opportunities, and updating the website and forms for public usability. 112 current permitted short-term rentals, City staff research shows 23 potentially un-permitted short term rentals; researching to resolve with property owners/managers. CEDC held a work session with updates from committee members; discussed quarterly business newsletter, Main Street opportunities and employment survey, with 24 responses so far. Planning commission June regular meeting was postponed due to lack of agenda items.

Mayor Pro Tem Wood asked what happens to the 23 purportedly illegal short term rentals. City Administrator Mr. Clarke said there are no set fines other penalties for violations of the ordinance, which need to be set by council in order to effectively enforce.

d. Visitor Center Coordinator – Paula Damke

Ms. Damke's report included in the packet.

8. CONSENT AGENDA

a. Special Events Permit Application – BPOE Lodge #492 – June 25th Crawfish Boil Fundraiser

b. Special Events Permit Application – BPOE Lodge #492 – July 4th, 4th of July Celebration

c. Special Events Permit Application – BPOE Lodge #492 – July 19th, Birthday Party

d. Huckstering Permit Application – Mountain Air Music Series – June 24th

e. Huckstering Permit Application – Ouray Middle School – June 24th

f. Huckstering Permit Application – Ouray County Young Life – June 24th

g. Huckstering Permit Application – Camp-Bell's Cajun Cuisine – June 24th, July 4th

h. Huckstering Permit Application – Colorado West Jeep Rentals Inc. – June 24th, July 3rd

i. Huckstering Permit Application – Ourayce, July 4th

j. Huckstering Permit Application – Ouray Masonic Lodge #37, July 4th

k. Huckstering Permit Application – MSLLC dba Dippin Dots, July 4th Huckstering Permit

l. Appoint City Administrator to Review and Approve Additional Huckstering Permits before July 4th

m. Acceptance of Todd Mayfield's Resignation from CEDC

n. Modification of Liquor Licensed Premise – Full Tilt Saloon

Councilor Funk made a motion to approve the consent agenda as presented. Mayor Pro Tem Wood seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson	X			
Councilor Boyd				X
Councilor Funk	X			

The motion passed on unanimous roll call vote.

9. ACTION ITEMS

a. Ratification of Mayor's Declaration of Stage 1 Fire Restrictions

Mayor Pro Tem Wood made a motion to approve the ratification. Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Mayor Pro Tem Wood	X			
Mayor Nelson	X			
Councilor Boyd				X
Councilor Funk	X			
Councilor Lindsey	X			

The motion passed on unanimous roll call vote.

b. Consideration of a Sales Room Application by Mountain View Winery, Olathe, Colorado for Wine Sales at Ouray Manor B&B dba Ouray Wine Garden at 317 2nd Street, Ouray, Colorado

Mayor Pro Tem Wood made a motion to approve the application. Councilor Lindsey confirmed with other council members that the application would only apply to B&B guests due to zoning, and seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Boyd				X
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson	X			

The motion passed on unanimous roll call vote.

c. Consideration of Agreement with Idarado Mining Regarding Red Mountain Ditch Maintenance

Councilor Funk made a motion to approve the agreement in order to discuss. Mayor Pro Tem Wood seconded the motion.

Ms. Viner said this agreement is a win-win situation for the City and Idarado Mining.

Council Member	For	Against	Abstain	Absent
Councilor Boyd				X
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson	X			

The motion passed on unanimous roll call vote.

d. Consideration of Tourism Advisory Committee (TAC) Recommendations on Tourism Application

Councilor Lindsey and Mayor Pro Tem Wood spoke in favor of the app. Councilor Funk spoke against the app development, citing security concerns and other consumers' concerns with the software developer, saying the money proposed for app development should be used to install physical signs in town for wayfinding to help everyone, regardless of if they have a smart phone, and a phone-optimized web app can be developed without the app interface for much less money.

Mayor Pro Tem Wood made a motion to table the item until the next council meeting. Councilor Funk seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson	X			
Councilor Boyd				X

The motion passed on unanimous roll call vote.

e. Consideration of ActiveNet Agreement for Point of Sale Software for the Hot Springs Pool

Rick Noll presented the background about the agreement. Mayor Pro Tem Wood researched other software packages and found lower prices, and got a high level quote from CommunityPass, which was lower in credit card fees, setup costs and yearly subscription. Mayor Nelson stated council has not heard positive reports about the existing software and don't necessarily want to keep working with them, and believes there are features in the software we would never use.

Mayor Pro Tem Wood made a motion to direct staff to take the existing proposal and get more quotes from other companies to compare and negotiate. Councilor Funk seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson	X			
Councilor Boyd				X
Councilor Funk	X			

The motion passed on unanimous roll call vote.

f. Consideration of Buildfire Agreement for Visit Ouray Application Creation

Mayor Pro Tem Wood made a motion to table the agreement to the next council meeting in conjunction with the previous item 10(d). Councilor Funk seconded the motion.

Council Member	For	Against	Abstain	Absent
Mayor Pro Tem Wood	X			
Mayor Nelson	X			
Councilor Boyd				X
Councilor Funk	X			
Councilor Lindsey	X			

The motion passed on unanimous roll call vote.

g. Discussion and Possible Action to Allow Recreational Vehicles to be Utilized as Workforce Housing on Private Property

Mayor Pro Tem Wood highlighted the action as a quick measure the City can take to help alleviate workforce housing shortage this summer, issuing permits through September 30th, 2021.

Erin Eddy from the Ouray Brewery stated that this would help him recruit and retain employees, but believes the time should be extended into November to accommodate fall business, and that vehicles could be parked on City Right-of-Way to expand usable space.

Councilors were not in favor of using City Right-of-Way and/or City Parks such as Rotary Park due to liability, but in favor of moving the date to November. Council feels that RVs should not be parked in front of a building, but could be parked on either side or the back of the property, even if it is visible from the front of the property.

Ms. Oswald saw no problems with enforcement as long as the rules are stated clearly, but felt that the number of RVs on a lot could vary based on lot size.

Dolgio Nergui asked if property owners would be required to live in the property with an RV on the property, or if empty houses with RVs on the lot would become prevalent. Ms. Nergui also asked if the property owners would be allowed to charge rent for the space. Mayor Pro Tem Wood expressed agreement with Ms. Nergui on not wanting to allow empty properties to have RVs behind them, but noting there are certain places that could immediately accommodate RV hookups that would not qualify if such a rule was created.

Amber Cunningham stated her support for Mr. Eddy and his business, but also agreed with Ms. Nergui that she did not want to see RVs parked in lots of empty houses, and that there should be a rule that occupants have to work in the City. Ms. Cunningham also said the property owner should have the right to charge a small nominal fee for the use of their property Council discussed regulating rental fees charged by property owners to avoid price gouging, but decided to leave it up to the property owners.

Phil Suitt felt that there should be restrictions on residential zones on how many RVs get parked in the street in order to not change the character of the neighborhood.

Councilor Funk suggested allowing 1 RV on R-1 zoned property, and 2 on R-2 property. Mayor Pro Tem Wood said lot size will inherently limit how many RV's and what size would fit on a lot, so regulating that would be irrelevant.

Amber Cunningham agreed with Mayor Pro Tem Wood, stating she lived in zone R-2 on a double lot, but could still only put 1 RV on her property because of limited open area on conforming surfaces (gravel or concrete).

Councilor Lindsey made a motion to draft an emergency ordinance to allow RVs parked on private property as workforce housing for the remainder of the summer. Mayor Pro Tem Wood seconded the motion.

Council Member	For	Against	Abstain	Absent
Mayor Nelson	X			
Councilor Boyd				X
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

11. DISCUSSION ITEMS

a. Short-term Rentals (Cap and Trade Discussion)

Mayor Pro Tem Wood proposed a model for capping and regulating short term rentals in the City, limiting 120 short-term rentals in the city, only to be raised by 4 units being developed with a 25% STR limit leaving 3 long term rentals in the development.

b. City-owned Property for Potential Partnership with Home Trust of Ouray County

Councilor Lindsey along with Councilor Funk would like the City to donate two potential parcels to Ouray Land Trust, or with a 99-year lease and retain ownership, to develop workforce/attainable housing.

c. Future Agenda Items

Tuesday, June 29th, 2:00 pm: Private property RV parking special meeting

Thursday July 8th, 1:00-4:00 pm: ADU Joint work session

Mr. Clarke 6-month evaluation needs to be scheduled

12. ADJOURNMENT

Mayor Pro Tem Wood made a motion to adjourn at 3:40 pm, Councilor Funk seconded the motion. The motion passed on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on June 21, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 22nd day of June, 2021.

Melissa M. Drake, City Clerk

**OURAY CITY COUNCIL SPECIAL MEETING
SUMMARIZED MINUTES
TUESDAY JUNE 29, 2021, 2:00 P.M.
320 6th Ave – Massard Room**

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1. CALL TO ORDER

Mayor Nelson called the meeting to order at 2:00 pm.

2. ROLL CALL

Mayor Greg Nelson – present
Mayor Pro Tem John Wood – present
Councilor Glenn Boyd – excused
Councilor Ethan Funk – present
Councilor Peggy Lindsey – present

Also present were City Administrator Silas Clarke, Finance and Administrator Director Melissa Drake, Public Works Director Joe Coleman, Community Development Coordinator Lily Oswald, Police Chief Jeff Wood, City Resources Director Rick Noll and City Attorney Carol Viner.

3. The PLEDGE OF ALLEGIANCE was recited.

4. CITIZENS' COMMUNICATION

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

5. ACTION ITEM

a. Consideration of Emergency Ordinance 4, Series 2021 – Temporary Allowance of Workforce Recreational Vehicle Camping on Private Property

City Administrator Silas Clarke presented the ordinance, stating the permit is weekly to prevent squatters' rights from being applicable, and the permit is issued to the parking spot/property owner, not the particular RV. Mayor Pro Tem Wood discussed tenant rights as they apply to RV parking spots licensed to someone other than the occupant of the RV, and stated that the

weekly permitting process adds unnecessary workloads to City Staff. Ms. Viner stated the weekly period limited the tenant rights, allowing the City greater leeway to evict tenants for misbehavior.

Council asked for a notice provision to be added for employers to notify the City when an employment relationship terminates to ensure tenants continue to remain part of the local workforce. Mayor Nelson asked about the 18 hour per week working requirement; Ms. Viner said it was a starting point and could be altered as Council desired, but the purpose was to disallow people who only work a couple hours a week to use this program. Council discussed removing the hard ground regulations to allow more potential spaces in town to be used.

Mayor Nelson opened the floor for public comment.

Jason Perkins, owner of Ouray RV Park and Cabins, listed concerns he had with the language in the ordinance, including grey and black water handling, true livability of RV's, and how the ordinance would affect existing RV parks in town.

Dolgio Nergui asked if the City would put a cap on the number of permits from the beginning, and asked the City to regulate the fire extinguishers and smoke detectors to keep neighbors of the property owners who allow an RV on their property safe as well, because of the close proximity.

Dee Williams asked how many employees would be needed by all the various businesses, Mayor Nelson said he did not have a number. Councilor Funk added that this is an experiment, and there is no indication of how much it will be utilized, if at all.

Councilor Lindsey said the word "front" from setback requirements, meaning the property would have to meet *all* setbacks, in response to Ms. Nergui's fire danger concern with RVs being very close to other buildings. Ms. Lindsey also believes the hard ground requirement should be removed so RVs can be parked on grass or dirt.

Mayor Pro Tem Wood discussed moving in a different direction for the future and asking existing RV Park owners to collaborate with the City on creating additional RV spots to be used as workforce housing. Mr. Perkins thought he could add around a dozen new sites if allowed.

Councilor Funk made a motion to approve the ordinance with the following changes: setback allowances, vehicle must be registered, move inspection to terms and conditions of permit, cap permits to 30, employer must sign off on permit application and must notify City of employment changes, remove hard surface requirement, and amend grey water allowance to not allow dumping. Councilor Lindsey requested that if no applications are submitted in 60 days the ordinance would expire at that point. Councilor Funk agreed, and with that addition Councilor Lindsey seconded the motion.

Ms. Viner asked if council was ok with waiting until the regular meeting on July 6th. Mr. Clarke felt the changes were clear enough to pass now, but to allow a few days to have the document edited before it goes into effect.

Councilor Funk amended his motion to make the ordinance go into effect on Friday morning. Councilor Lindsey seconded the amendment.

Council Member	For	Against	Abstain	Absent
Mayor Nelson		X		
Mayor Pro Tem Wood	X			
Councilor Boyd				X
Councilor Funk	X			
Councilor Lindsey	X			

The motion passed on 3-1 roll call vote.

Mayor Pro Tem Wood asked other councilmembers if they were interested in pursuing the RV park spot creation idea. Council agreed in pursuing that idea for the future.

b. Discussion and Possible Action on Temporary Short-term Rental Restrictions

Ms. Oswald presented the breakdown of City staff research into Short Term Rentals. Previous City staff have told some locations that they do not need apply for a short term rental license, since they are operating as a condo/hotel model.

Mayor Pro Tem Wood suggested setting an approval schedule for all STR licenses, such as setting all start dates to the licenses to February, or another slower time of year, in order to stop the revolving door of constantly changing licensed properties to get a firm count of active properties.

Councilor Funk made a motion to direct staff to temporarily not accept new applications for 60 days for anyone who is in current violation of the STR ordinance, except for expired existing licenses. Mayor Pro Tem Wood seconded the motion.

Kent Scribner said that his neighborhood is predominantly R-2, except for five houses that are R-1, and would like to either see the R-2 restriction removed, or for his and the four other houses to be rezoned to match the rest of the neighborhood.

Judy Snelling asked if the direction to staff would affect a real estate transaction in process where the buyer intends to apply for a new license on a property that has never been licensed before. Staff and council confirmed it would not affect that situation.

Council Member	For	Against	Abstain	Absent
Mayor Nelson	X			
Mayor Pro Tem Wood	X			
Councilor Boyd				X
Councilor Funk	X			
Councilor Lindsey	X			

Motion passed on unanimous vote.

6. ADJOURNMENT

Councilor Funk made a motion to adjourn at 3:56 pm, Councilor Lindsey seconded the motion. The motion passed unanimously.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on June 29, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 1st day of July, 2021.

Melissa M. Drake, City Clerk



City Administrator Report for July 6, 2021 City Council June 21 – July 2, 2021:

Tourism Advisory Committee Becoming Official Committee of the City:

City Attorney will have an Ordinance for TAC to become an official committee of the City shortly. The Ordinance will outline the roles and responsibilities of the committee and define membership within City Code as previously discussed by the City Council. TAC will be provided a copy of the Ordinance for discussion and then placed on a future City Council agenda for action.

Potential Telluride Foundation Attainable Housing Project:

The property north of the Biota buildings at 250 Uncompahgre Street that is slated for the potential attainable housing project by the Telluride Foundation and private property owner, has been determined to be at an elevation above the Floodplain. The next step by the Foundation is for geotechnical engineering to be completed to ensure adequate material and compaction conducive for construction.

Main Street WIFI Pilot Project:

As a limited pilot project, ClearNetworks installed two WIFI hotspots on Main Street on July 1, 2021 for public use. This was completed at no cost to the City and through the assistance of the City's IT Manager, Rich Willis' direct involvement. One hot spot is located on the Ouray Chalet and one on the Outlaw. The WIFI is called "City of Ouray Free WIFI" which takes you to a short legal splash screen, then upon clicking takes you straight to VisitOuray.com. The internet speed is currently being capped at 5 mbps. The agreements for WIFI placement is directly through ClearNetworks and the businesses themselves; not involving the City at this time. Depending on the success of the project, determined by usage and usability, a WIFI project throughout downtown will be discussed in the future.

Office Build-Out Project per City Budget:

Three offices within the Eco-Chamber have been constructed. The space now holds the Community Development Director, Information Technology Administrator and Building Inspector. Office walls will begin to be constructed within the City Administrative Offices during the week of July 19th.

Positions Update:

Verbal updates will be provided on the budgeted: 1) Parks and Facilities Maintenance Manager; 2) Parks Maintenance Operator II; and, 3) old Events and Communication Coordinator positions.

Geothermal Line Improvements within Box Canon:

SGM, Public Works Director and I will be meeting this week to discuss proposed drawings on the Geothermal line proposed improvements within Box Canon.

Rocky Mountain Public Broadcast Station Housing Interviews:

A Rocky Mountain PBS journalist is conducting a story on the workforce and house issues in Ouray. I conducted an interview on June 30, 2021 on the current issues and efforts in our City.

City of Ouray Police Department

June 2021

For the month of June 2021 OUPD ran approximately 500 calls for service

These included:

- **167 Patrol checks** (includes safety patrols, directed patrols and security checks)
- **114 Parking complaints** (up significantly from 38 last month)
- **19 Other traffic calls**
- **20 VIN certifications** (double from last month's 10)
- **13 Bear/Animal complaints** (up from 3 last month)
- **3 Code Violations**
- **1 Stolen vehicle**
- **1 Trespassing Complaint**

Obviously our call volume is up considerably with the tourist season now in full swing. By comparison we ran 393 calls for service in May and 406 in April. But the total call volume is about normal for Ouray summer months. The number of parking complaints however is about 200% above summer normal. We will continue to monitor and enforce the parking issues.

Ouray Fire Department Report for the Month of June

7/6/21

Only one major event to report which was a 0.25-acre grass fire due to a chainsaw spark near Crystal Lake. 10 Firefighters were on the scene, including Ridgway's Wild Land Crew, USFS and BLM.

All other efforts have gone to planning for the July 3rd Concert in the Park and July 4th Parade, Fire Fights and Fireworks show.

OURAY VOLUNTEER FIRE DEPARTMENT MONTHLY MEETING

APRIL 12, 2021

CALLED TO ORDER AT 7:35

ATTENDANCE AND REPORTS

16 members present; 4 excused; 4 absent
The Treasurer's Report was not read and approved.
Prior minutes were read and approved.

DETAILED ATTENDANCE

Present

Danny Wilbur, Dave Turner, Ted Pullig, Steve Martinez, Chris Lee, Brittany Kunz, Nathan Judd, Tyler Ferguson, Tom Fedel, Taylor Brantly, Max Austin, Chris Miller, Bumper Williams, Craig Kaminsky, Adam Kunz, Patrick Rondinelli

Excused

Amy Winterrowd, Sam Tyler, Dack Klein, Chris Folsom

Absent

Kevin Koprek, Steve Duce, John Fedel, Trevor Latta

OLD BUSINESS

Fireworks - Bumper and John are working on the order for this year's Fourth.

July 3 Event - Stage, Port-A-Potty and Social Distancing issues are present this year. This year David Turner has lined up the former frontman of the Black Lillies, who has agreed to come with an ensemble for the show. These artists, and the attending sound systems, do require a more professional stage, which costs \$3000 to rent (previously, we used trailer beds). David currently has \$2000 of the \$3000 covered with sponsors and will be going to the City itself to work on additional funds to cover these costs.

The Port-A-Potty expense has grown 400-500% due, mostly, to Covid. Hand-washing stations and the like are now needed and required.

Historically this has been a "give back" event but as costs rise and as the event grows, we may need more. One thought was to increase the admission prices to \$10 per person. Department members and their spouse are always free and now each member would get two additional tickets to give to friends, etc.

One last thing to consider is whether or not we go after business/professional sponsorships for the event.

David is concerned with the popularity of the band, the restlessness of the populace after a year+ of the pandemic.

A motion was made, seconded and passed unanimously to raise the maximum budget for the event to \$7000. A motion was made to raise the entry to \$10 with the exception for fire fighters (retired or active) and their families.

Finally, the department will seek two additional sponsors for the event.

NEW BUSINESS

Donation - We received a donation from SMPA for \$200. A thank you card will be sent this week.

Scholarships - Coming this and next month.

Bylaws - Current work is being done with the by-laws such that by next meeting the department will be presented with the revised by-laws prior to their vote and approval.

Ray Marke - Former Fire Fighter (about 16 years of service) passed away this year. There is a celebration of life planned on June 13, his birthday, from 2-7 at Fellin Park. They requested the fire department work the bar and bring down the Ladder Truck for the event. We will also need to set up the tent. Plenty of department members volunteered to help.

Fourth - As of now, a full Fourth is planned (Water Fights).

Membership - Travis Manley provided his resignation to the department tonight. A motion was made, seconded and unanimously passed to accept Travis' resignation.

Junior Mattivi also sent in his resignation after nearly 39 years on the department. A motion was made, seconded and unanimously passed to accept Junior's retirement. Over the summer, the department will get a retirement gift for Junior.

Chief Kunz noted that the department will also do something nice for Chief Latta later this summer.

Meeting Time - Going forward the department meetings will be the second Monday of the month at 6:30 PM.

Banquet - we have a chance to have a banquet this year. The department is looking into a few options. A few suggestions were the Jossi's ranch, the KOA and we're looking at a few other spots. Chris Lee mentioned that the Bon Ton may be available. A motion was made to have the banquet at the Jossi's assuming we can find a caterer. The motion was seconded and passed.

SCBA Grant - was postponed so it will be a little longer until we know if we got the grant.

Cascade System - a new system is being delivered and still needs to be installed but it is on the way.

EMS Joint Mock Accident - Still in progress in terms of scheduling. Kim Mitchell and Chris Miller are coordinating and will relay on via WENS as available.

Chris Lee - Chris has accepted an officer position - a Lieutenant - from chief. With this change, Tom Fedel's new mentors are Chris Lee and Steve Martinez.

ADJOURNED AT 8:30

OURAY VOLUNTEER FIRE DEPARTMENT MONTHLY MEETING

MAY 10, 2021

CALLED TO ORDER AT 6:35

ATTENDANCE AND REPORTS

13 members present; 4 excused; 7 absent
The Treasurer's Report was read and approved.
Prior minutes were read and approved.

DETAILED ATTENDANCE

Present

Danny Wilbur, Sam Tyler, Chris Lee, Brittany Kunz, Kevin Koprek, Dack Klein, Chris Folsom, Max Austin, Chris Miller, Bumper Williams, Craig Kaminsky, Adam Kunz, Patrick Rondinelli

Excused

Amy Winterrowd, Steve Martinez, Nathan Judd, Tom Fedel

Absent

Dave Turner, Ted Pullig, Tyler Ferguson, Steve Duce, Taylor Brantly, John Fedel, Trevor Latta

OLD BUSINESS

None

NEW BUSINESS

Banquet - The event will be on May 22 at the Jocci Ranch and catered by Rib City. The only thing the department needs to do is set up the tent. Tables and chairs arrive Thursday. Patrick believes Friday, May 21 is the best day to setup the tent: Danny, Craig, Chris, Patrick, and Bumper at 10 AM. We'll also need to order a Port-a-Potty, which Chief Kunz will coordinate. Craig Kaminsky will coordinate alcohol from Ouray Liquors.

Memorial - Ray Marke's life celebration is on June 13 in Fellin Park and we have a special permit to serve alcohol at this event. The tent also needs to be set up, which requires 5 people: Brittany, Craig, Kevin, Chris, Patrick, and Adam. A group of fire fighters were willing to pitch in.

Music in the Park - We are serving June 24th for the only Music in the Park event this summer. 10 AM tent setup a crew will be organized with David Turner. All are required for the evening's event.

July 3 - As with Music in the Park, everything appears to be a go and all fire fighters are required. Chief had an idea to generate a bit more funds for the department: a pull up bar where you (try to) hang for 2 minutes. James Bishop will be here for the Fourth and has offered to DJ

the lift bar event. Entry is \$20 and the prize is \$200. A motion was made to go forward this event. The motion was seconded and passed to run the event on July 3rd.

July 4 - As of now, we continue to be on track for a full July Fourth celebration (parade, kids game, water fights, firework show). Chief received a call from Dave Anderson from Grand Junction who is retiring from his career in, well, firework things. He wants to retire and donate all of his old shells, mortars and tubes to us. It is thousands of dollars of fireworks and supporting equipment. Bumper Williams offered to be a part of the crew to go get the items.

Graduation Party - Haley Kunz invited OVFD to her graduation part on June 5 at 3pm (it's the weekend after graduation). Rib City is catering and Adam only ask attendees bring beverages. *John Fedel* - John had knee replacement surgery today. Craig will make dinner for John and Tammy and bring with flowers. He'll be out at least 8 weeks for recovery.

Member Gifts - Chief ordered a plaque for Junior for his 33+ years of service. Adam also got a nice axe for Trevor Latta for his time as chief. Both items should get here before the banquet and both (former) members are invited and wanted to attend.

Membership - Trevor Latta turned in his resignation to the department tonight. A motion was made to push back the resignation acceptance once month. The motion was seconded and passed. Chief will speak to Trevor directly this week.

Training/Mock Accident - Friday, May 14 is the mock accident at the Ridgway Fairgrounds. Chris Miller is running a walk-through on Thursday night at 6 PM at the Fairgrounds. The event, itself, will start at 9 AM. Ouray members will meet at 7:50 AM here at the fire house so we are in Ridgway on time. May 22, at 8 AM, is a drivers course for fire trucks in Ridgway. OVFD will also run a specific "Back up the Truck into the Bay" training here at the fire house sometime in the next 4-6 weeks.

Scholarships - After a discussion the committee recommended \$1000 scholarships for Audrey Gibbs and Sadie Dunham. A motion was made to approve the committees recommendation. The motion was seconded and passed.

SCBA Grant - The grant awarding was postponed and should be in sometime in late-May to mid-June.

Commercial - GMC is shooting a commercial up Camp Bird later this week and they need water for the event. They're willing to pay \$1000 a day for the Tender to be on scene. Chris Miller does not have a time yet but is looking for volunteers. Kevin Koprek and Sam Tyler offered to help with Chief Kunz as a backup.

ADJOURNED AT 7:30

Public Works June 2021 Update

Water

- Water Usage Numbers for **May**:
 - Influent (Water from spring) – 39,390,344 Gallons
 - Effluent (Water to town) – 16,718,101 Gallons
 - Hydro Plant – 15,949,757 Gallons
 - Mineral Farms – 186,900 Gallons
- Element Engineering along with City Staff held a non-mandatory pre-bid meeting on June 22nd for the Water Treatment Plant Project. The City has chosen the Construction Manager at Risk (CMAR) for this project. This will allow the City to assemble a strong project team very early in the design phase and obtain important constructability input. Three contractors attended the meeting which included a site tour of the current plant as well as a possible location for a new potable water storage tank. Below is the established timeline for the CMAR bidding and coordination of this project:

June 9 th , 2021	RFP Release Date
June 22 nd , 2021	Non Mandatory Pre-Bid Meeting
June 25 th , 2021	Last Day to Request Interpretations of the Documents
July 2 nd , 2021	Proposals Due
July 19 th , 2021	Anticipated Design Phase CMAR Award
- Completed and submitted the eligibility survey through CDPHE. The City is now eligible to apply for State Revolving Funds (SFR).

Sewer

- City staff, JVA Engineering and Moltz Construction held our first work session as a team to discuss MBBR manufacturer selection along with value engineering ideas. We have narrowed down the MBBR selection to two manufacturers. Some value engineering ideas that were discussed include level process basin slabs, precast headworks grit chamber, EQ pump relocation, lagoon decommissioning, and raising basins to ground level. This was a very productive meeting, City staff is feeling very positive about the team that has been created. Also, attached to the report is the Wastewater Treatment Facility project schedule.
- On site meeting with a representative from one of the moving bed biofilm reactor (MBBR) manufacturers bidding on the Wastewater Treatment Plant Project. One of the concerns with the new plant is CDPHE's copper limits. The manufacturer took multiple samples and will be doing some research on how to remove the copper from the wastewater stream. They have dealt with this before and are confident they have a chemical that can be added to the process that will remove the copper.
- Continue to skim the lagoons of debris as needed.
- Repaired manhole cone on 7th Ave.
- Cleaned all aerators of debris.

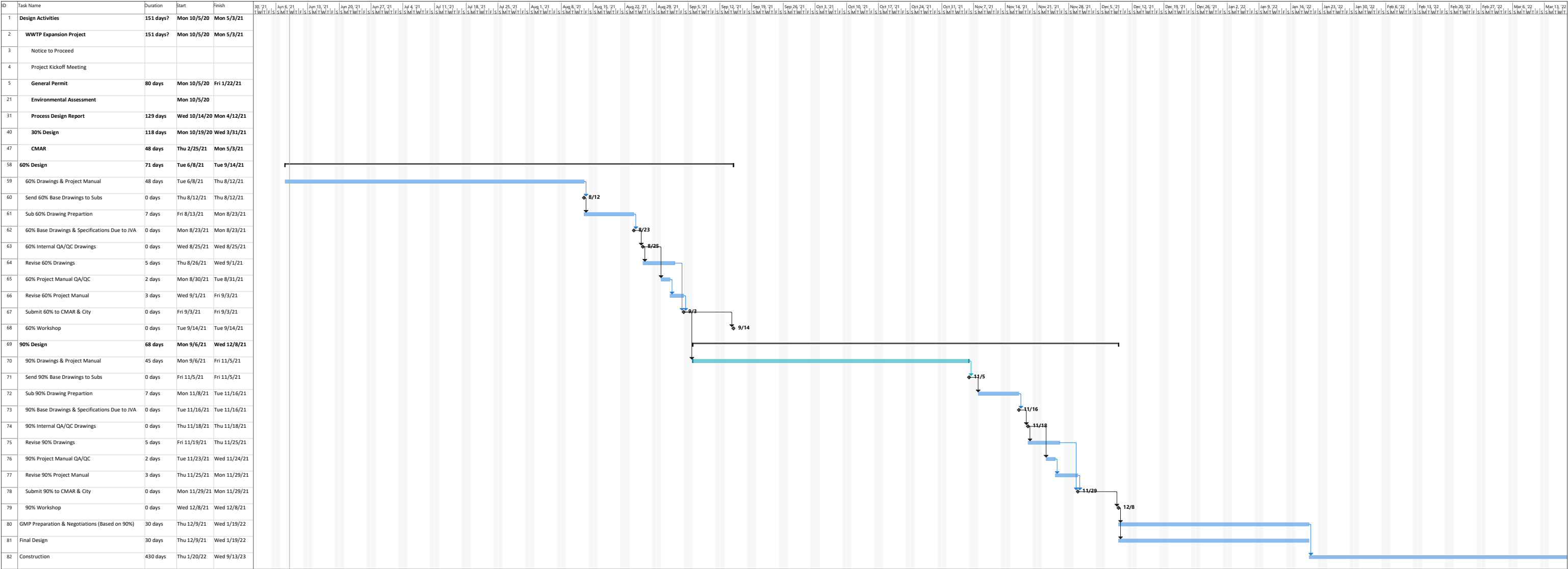
- Completed and submitted the eligibility survey through CDPHE. The City is now eligible to apply for State Revolving Funds (SRF).

Streets

- Mag Chloride was applied to roads on June 2nd and 3rd.
- Speed bumps have been installed on Oak St.
- Police traffic control devices have been installed on Oak St and 3rd Ave.
- Removed three dead trees from the City Right of Way along 8th Ave.

City Resources

- Continued geothermal monitoring.
- Monthly water sampling for the Hot Springs Pool.
- Quarterly water samples taken for the Hot Springs Pool.
- Installed two “Dead End No Box Canyon Park Access” signs at North and South Pincrest Street. This was a citizen request based on people getting lost using google maps looking for Box Canyon Park.
- Placed new bear proof trashcans at Box Canyon Park, Fellin’ Park, Rotary Park and in front of City Hall.
- Installed a new pulley on the swamp cooler at City Hall.
- Assisted the Beautification Committee with flower delivery and hanging baskets.
- Removed old picnic benches from Box Canyon Park.
- Repaired broken scrubber valve in Fellin’ Park.
- Repaired damaged irrigation line in Fellin’ Park. The line was damaged by a tent company that set up for a wedding event held on the weekend.
- Work completed at the Visitors Center:
 1. Install new toilet
 2. Install trim and paint bathroom upstairs
 3. Install trim around two doors
 4. Repair a leaking urinal in bathroom downstairs
 5. Repair main line break in the irrigation system
 6. Order two blinds for upstairs
- Work completed in the Echo Chamber at City Hall:
 1. Framing and drywall installation finished
 2. Tape, texture and paint walls
 3. Installed doors and trim
 4. Installed new carpet



City Resources Department

July 6, 2021

Ouray Hot Springs Pool

The American Red Cross Aquatic Examiner Service has recognized the Ouray Hot Springs Pool with an award for the training services provided at the swimming pool in 2020.

In-service training for all staff takes place monthly at the Hot Springs Pool. Topics most recently covered include: obstacle course monitoring, slide monitoring, rescue tubes, swimming skills, customer service skills, communication, and daily cleaning. Additional training takes place in between in-service days as needed.

Shade sails are being installed at the Hot Springs Pool this week. Shade sails are already in place along the north deck of the pool and the Overlook Pool.

One section of the Wibit obstacle course has been taken in for repairs. Due to the location of the air leak near a seam it was taken in for professional repair. The piece will be back in place in time for the 4th of July.

All pools, climbing wall, slides, and Wibit are currently open.

The electronic drive that controls the main pump for the Hot Springs Pool has been replaced. The replaced drive was tripping and shutting down the pump during the recent frequent power outages and power surges from SMPA.

Have met with a member of the Screaming Eels swim team about possibly resuming swim practices. Practices were suspended during the pandemic.

Box Canon Falls

The Black Swifts have returned to nest at the Box Canon Falls. Nests are being monitored online and in person.

Erosion along the trail to the waterfall has exposed rebar and other construction debris from more than 20 years ago. This debris is being removed or covered with dirt and rocks when removal is not possible.

Filling staffing vacancies continues to be a challenge and a priority at the Box Canon Falls and at the Hot Springs Pool. Current staff is recognized for taking on extra shifts in order to keep these facilities open and safe for patrons. Current openings include: lifeguards, lead lifeguards, cashiers, and lead cashiers. Recruitment is taking place in local print media, online, and through industry organizations.

Interpretive signage has been installed at the Box Canon Falls to provide information to visitors about the lighted Box Canon sign above the park.

Other

Music licensing fees and agreements have been completed and submitted to the three major licensing organizations (ASCAP, SEAC, and BMI).

Application for a Special Events Permit

Departmental Use Only

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

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

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

Ouray Elks Lodge #492 - Six Basins Fundraiser

State Sales Tax Number (Required)

2. Mailing Address of Organization or Political Candidate
(include street, city/town and ZIP)

PO Box 647
Ouray, CO 81427

3. Address of Place to Have Special Event
(include street, city/town and ZIP)

421 Main St
Ouray, CO 81427

4. Authorized Representative of Qualifying Organization or Political Candidate

Bette Maurer

Date of Birth

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager

Linda Moore

Date of Birth

Phone Number

Event Manager Home Address (Street, City, State, ZIP)

Email Address of Event Manager

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

☐ No ☒ Yes How many days? 3

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☐ No ☒ Yes License Number

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
07/16/21															
	From	12:00pm	To		From		To		From		To		From		To
			2:00 am												

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

Linda Moore

TITLE

Event Coordinator

DATE

6-1-21

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

- ☐ City
☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

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

Liability Information

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

(Instructions on Reverse Side)

RESOLUTION NO. 7 (SERIES 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO RATIFYING THE CITY ADMINISTRATOR'S SIGNATURE ON STANDARD FORM 299 TO RENEW THE CITY'S SPECIAL USE PERMIT FOR THE OPERATION AND MAINTENANCE OF ITS EXISTING MUNICIPAL DRINKING WATER SUPPLY SYSTEM.

WHEREAS, the City has a special use permit (SUP) with the United States Forest Service (USFS) for the Weekhawken pipeline which delivers the City's drinking water and the SUP expires on 12/31/2021.

WHEREAS, the renewal is due 6 months prior to the expiration date which is June 30, 2021.

WHEREAS, the City Administrator signed the application to meet the renewal deadline and seeks ratification of his signature.

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

The Standard Form 299 with the City Administrator's signature and Attachments A, B, and C are attached hereto and incorporated herein by reference. The City Administrator's signature is hereby ratified.

ADOPTED this 6th day of July 2021, by the Ouray City Council.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES
ON FEDERAL LANDS AND PROPERTYFORM APPROVED
OMB Control Number: 0596-0249
Expiration Date: 2/28/2023

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number

Date Filed

1. Name and address of applicant
Silas Clarke, City Administrator
City of Ouray
P.O. Box 468 / 320 6th Ave.
Ouray, CO 81427

2. Name and address of authorized agent if different from item 1

3. Applicant telephone number and email:
P: 970-325-7060
E: clarkes@cityofouray.com

Authorized agent telephone number and email:

4. As applicant are you? (check one)

- a. ☐ Individual
b. ☐ Corporation*
c. ☐ Partnership/Association*
d. ☐ State Government/State Agency
e. ☒ Local Government
f. ☐ Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. ☐ New authorization
b. ☒ Renewing existing authorization number
c. ☐ Amend existing authorization number
d. ☐ Assign existing authorization number
e. ☐ Existing use for which no authorization has been received *
f. ☐ Other*

* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States? ☐ Yes ☐ No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

See Attachment A for Project description.

See Attachment B for map of Project area and location.

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval: ☐ Attached ☐ Applied for ☒ Not Required10. Nonrefundable application fee: ☐ Attached ☐ Not required ☒ To be determined by agency11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The City of Ouray has operated a municipal water system since 1881 and has the technical and financial capability to construct, replace, operate and maintain a public water supply system.

13a. Describe other alternative locations considered.

No alternative locations are being considered as part of the SUP renewal.

b. Why were these alternatives not selected?

Not Applicable.

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

The City's existing SUP (Authorization ID: OUR101206) is set to expire 12/31/2021, and this project application is intended to renew and update the existing SUP, allowing the City to continue to access, operate, replace, and maintain its existing municipal drinking water supply system that is partially located on USFS land.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Not applicable.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

The City's existing SUP (Authorization ID: OUR101206) is set to expire 12/31/2021, and this project application is intended to renew and update the existing SUP, allowing the City to continue to operate and maintain its existing municipal drinking water supply system.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

There are no reasonably foreseeable additional effects to the social and economic aspects of the local population as a result of renewing and updating the City's existing SUP.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

There are no reasonably foreseeable additional effects on air quality, visual aesthetics, surface and ground water quality or quantity, bodies of water, noise levels, land surfaces, or historic properties as a result of renewing and updating the City's existing SUP.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

There are no reasonably foreseeable additional effects on fish, plant life, wildlife, threatened and endangered species, or hunting activities as a result of renewing and updating the City's existing SUP

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

Chlorine gas is currently stored in a treatment building near the two 500,000-gallon storage tank sites. No other known hazardous materials are currently stored as part of the City's Municipal Water Supply System.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

United States Forest Service.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Silas Clarke

Digitally signed by Silas Clarke
Date: 2021.06.28 17:22:49 -06'00'

Date

6.28.2021

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847
(or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Alaska Regional Office
709 West 9th Street
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Alaska State Office
Bureau of Land Management
222 West 7th Avenue #13
Anchorage, Alaska 99513
Public Room: 907-271-5960
FAX: 907-271-3684
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

National Park Service (NPS)
Alaska Regional Office
240 West 5th Avenue
Anchorage, Alaska 99501
Telephone: (907) 644-3510

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

EFFECT OF NOT PROVIDING INFORMATION

Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets.

BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0249. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The authority to collect this information is derived from 47 U.S.C. 1455(c)(3) and 16 U.S.C. 3210.

USDA NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS	ATTACHED	FILED *
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

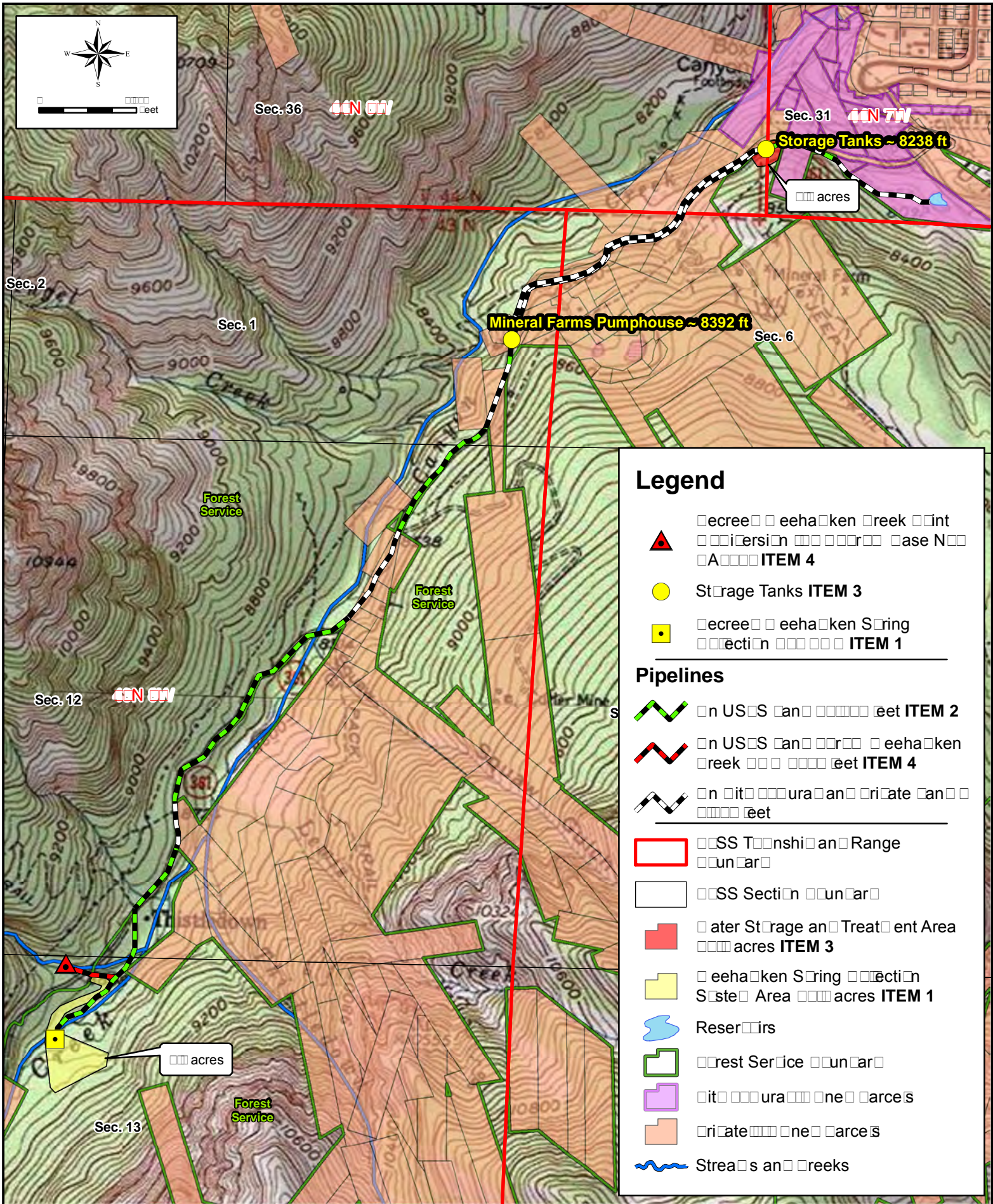
* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

Attachment A

7. Project Description

In 2001, the U.S. Forest Service (Forest Service) issued to the City of Ouray (City) a Special Use Permit (SUP) (Authorization ID: OUR101206). The purpose of the project authorized under that existing SUP, and for this SUP renewal, is for the City to maintain, repair, replace and operate the City's municipal water supply system, and to collect, divert, transport, treat, and store water from spring collection boxes and diversion structures and pipelines on and across Forest Service lands to the distribution system within the City of Ouray, and for associated access to all related facilities. The City's existing municipal water supply system operates year-round and is decreed to divert up to 5.2 cubic feet per second (cfs) of water with an appropriation date of 10/1/1881 and 3.816 cfs of water with an appropriation date of 7/1/1889 from Weehawken Spring and Weehawken Creek.* Water is and will continue to be delivered from the collection boxes and diversion points to the City's water storage tanks and distribution system. This application is intended to renew the City's SUP and update the facility inventory for the portion of the City's water system that is located on Forest Service lands. The City's municipal water supply and transmission system was initially constructed in the 1880s, and the City asserts that it has vested pre-Forest Service and pre-Federal Land Policy and Management Act (FLPMA) easement and right of way interests under the 1866 Act and other authorities. Nothing in this application, or in the renewed SUP sought to be issued, is intended or shall be construed to abandon or diminish the City's vested pre-FLPMA easements or right of way claims. The map attached as Attachment B provides a project area map of the City's municipal water supply system that shows the location and extent of the City's water system and depicts which portions of the system are located on: (1) United States Forest Service (USFS) land, (2) City of Ouray-owned land, and (3) non-USFS privately-owned land. The existing SUP and requested renewed SUP cover only that portion of the City's water system that is located on or traverses Forest Service lands. The table attached as Attachment C provides an updated facility inventory of the City of Ouray Water System by land ownership category.

* The Colorado state court Decrees for the City's water rights spell the name of this spring and creek as "Wehawken", but the City in this Application and SUP are using the spelling "Weehawken" to conform to the standard spelling in USGS and Forest Service maps and in common usage.



Attachment C

Facility Inventory City of Ouray Water System

The numbers correlate to items shown in Attachment B Map

Item	Description	Pipeline Length*	Linear Area*	Total Area*
		(Feet)	(Acres)	(Acres)
1	Leehaiken Spring Protection System access road bridge over Lagoon Creek Spring pipes and piping	1	0.00	0.00
2	Ten inch diameter water lines between Leehaiken Spring and storage tanks and over 100 ft storage tanks to South Reservoir	10000	0.00	0.00
3	Water Storage and Treatment Area 10000000 gallon storage tanks chlorination treatment building pipe and meter building and access road	1	0.00	0.00
4	Leehaiken Creek 1000 ft diversion to connection with Leehaiken Spring pipeline	1000	0.00	0.00
TOTAL		11001	0.00	0.00

The above distances and area include in the portion of the City's Water System that is currently located on or under USFS lands or easements through the City. Water lines are located on or under non-USFS lands owned by the City or other private parties as reflected in the Attachment B Map.

Right Water Engineers, Inc.

RESOLUTION NO. 8 (SERIES 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO DIRECTING STAFF TO REJECT ANY APPLICATION FOR A SHORT-TERM RENTAL PERMIT IF THE APPLICANT IS OR HAS BEEN IN VIOLATION OF THE OURAY MUNICIPAL CODE, SECTION 7-5-J-11, SHORT-TERM RENTAL REGULATIONS UNTIL FURTHER NOTICE.

WHEREAS, the City Council adopted short term regulations (STRS) in 2019 under Ouray Municipal Code, § 7-5-J-11;

WHEREAS, since that time the number of permit applications has increased such that there are currently 77 active, licensed permits.

WHEREAS, there are a number of real property owners who are operating short-term rentals without a permit in violation of the short-term rental regulations;

WHEREAS, Council desires to have the enforcement section of the regulations amended to levy a large fine for those who operate a short-term rental without a permit, pay back LOT, and add further provisions to the enforcement that will provide the City with more enforcement tools;

WHEREAS, Staff has identified at least 8 properties who are allowing STRS without a permit and there may be more;

WHEREAS, Council directed staff through a unanimous motion on June 29, 2021 to not accept any STR permit applications from anyone who has violated the City STRS and this Resolution ratifies such motion for the health, safety, and welfare of the general public.

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

The motion to direct staff to not accept any short-term rental application from anyone who has violated the STRS by operating without a permit is hereby ratified and shall remain in effect until such time as the ordinance is amended.

ADOPTED this 6th day of July 2021, by the Ouray City Council.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

Ouray Hot Springs Pool – Membership Management / Point of Sale Software 2021

MaxGalaxy is the Membership Management system currently in use. MaxGalaxy was installed in 2017. MaxGalaxy is built upon Microsoft browser technology that will no longer be supported after October 2021. MaxGalaxy licenses have been acquired by ActiveNet.

Four software companies were approached for demonstrations. Of those four, three followed through: ActiveNet, RecDesk, and CommunityPass. CommunityPass provided a demonstration but did not submit a proposal. City staff members from the City Resource Department, IT, Hot Springs Pool Manager and staff, and Administration Department participated in the demonstrations and software analysis.

All systems that were reviewed project a 6 to 8 week installation time.

ActiveNet

- Three year cost = \$31,761 (discounted from \$42,424)
 - Annual Cost = \$6,800 subscription
 - Installation cost = \$11,362.50
- Expandable to other locations (Box Canon Falls, Ouray Community Center) for no additional fees.
- Credit card processing fees through Global Payments System = 3%
- Accounting reports will be similar to what is available through MaxGalaxy
- User interface will be similar to MaxGalaxy – Hot Springs Pool staff is familiar with this interface.
- Compatible with Firefox, Google Chrome, Safari, MS Edge browsers
- Allows for remote purchases, admissions, and registrations
- Receives positive reviews from users (including from Pool Manager who used this software in Breckenridge)
- System pages are built by user with template provided by developer.

RecDesk

- Three year cost = \$45,000
 - Annual cost = \$15,000 subscription cost. Training and installation included in this fee
- 0.75% fee assessed when transactions exceed \$2 million annual sales through system
- Expandable to additional locations for no additional cost

- Allows remote purchases for memberships and registrations, but not for admissions
- Up to twelve pages included in annual fee (POS, memberships, registrations, calendar, etc.).
- Compatible with Firefox, Google Chrome, Safari, MS Edge
- Users report limited flexibility in page design and limited customization of reports.

CommunityPass

- Cost proposal was not delivered by the vendor.
- Expandable to other locations for additional fees. Additional fee amount has not been supplied by the vendor.
- Data migration will require fees in addition to subscription fee – additional fees not provided by vendor.
- Allows remote purchases for memberships, admissions, and registrations
- System pages are built by user.
- Many standard report formats available. Did not provide specific information about custom reports.
- Compatible with Firefox, Google Chrome, Safari, MS Edge

RecTrac

- RecTrac did not respond to a request for a demonstration.



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 5/12/2021
Quote Number 00116307
Currency USD

Prepared By Sharon Kramer
Opportunity Owner Jared Kasten
Owner Email jared.kasten@activenetwork.com

Contact Name Rick Noll
Phone (970) 325-7072
Email nollr@cityofouray.com

Bill To Name City of Ouray
Bill To Contact Rick Noll
Bill To Address PO BOX 468 320 6th Ave
Ouray, CO 81427 United States

Ship To Contact Rick Noll
Ship To Address PO BOX 468 320 6th Ave
Ouray, CO 81427 United States
Total Processing Volume USD 2,053,061.74

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVENet - ACH Remittance- Every 1 week	Service		1		
ACTIVENet - Annual Subscription Fee	SaaS		1		6,800.00
ACTIVENet - Functionality: Activity Registration	SaaS		1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS		1		
ACTIVENet - Functionality: Facility Reservation	SaaS		1		
ACTIVENet - Functionality: Memberships	SaaS		1		
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations exceeding \$30,000,000 in annual revenue through ACTIVE Net.	1	3.00	
ACTIVENet - SaaS					
ACTIVENet - Service Package Standard 4	Service	<p>ACTIVE Net Service Package STANDARD 4 consists of the following Services:</p> <ul style="list-style-type: none"> • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training <p>The scope of Services is contained to the 4</p>	1		10,662.50

		functionalities of choice.			
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	3.00	
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50	
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations migrating to ACTIVE Net.	1		
ACTIVENet - Technical Services: Customer Import	Service	ACTIVE Net Technical Services: Customer Import consists of the following Services: • remote configuration, testing & training	1		700.00

Service Total 11,362.50

Service costs will be billed in (3) annual installments effective at Go-Live date, payable within 30 days of the date of invoice.

Year 1 = \$3,787.50

Year 2 = \$3,787.50

Year 3 = \$3,787.50

Total Price

USD 18,162.50

Annual Projected

USD 54,225.73

Contract Value

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

By signing this Schedule, you agree to the terms and conditions governing your use of the Software and Services as set forth at:

General Terms - <http://www.activenetwork.com/general-terms>

Product Terms - <http://www.activenetwork.com/membership-terms>

Third Party Hardware Product Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>

Quote Acceptance Information

Client

Active Network, LLC

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

PO# (if applicable):

Visit Ouray- Mobile App

Prepared for:

Visit Ouray
Markus Van Meter
markus@visitouray.com

Prepared by:

BuildFire

DRAFT

COST STRUCTURE

Date of Validity: Not yet submitted

*This proposal and pricing expires in 15 days if not executed.

** Subscriptions are 12 month commitment

Description	Price	Qty	Subtotal
Enterprise Setup	\$15,000	1	\$15,000
Enterprise Professional Services Subscription	\$5,088	1	\$5,088

* No new subscription due at signature, as client is already on an active subscription.

Summary	
Due at Signature	\$15,000
Subscription Payment Schedule	\$,5088 Annually

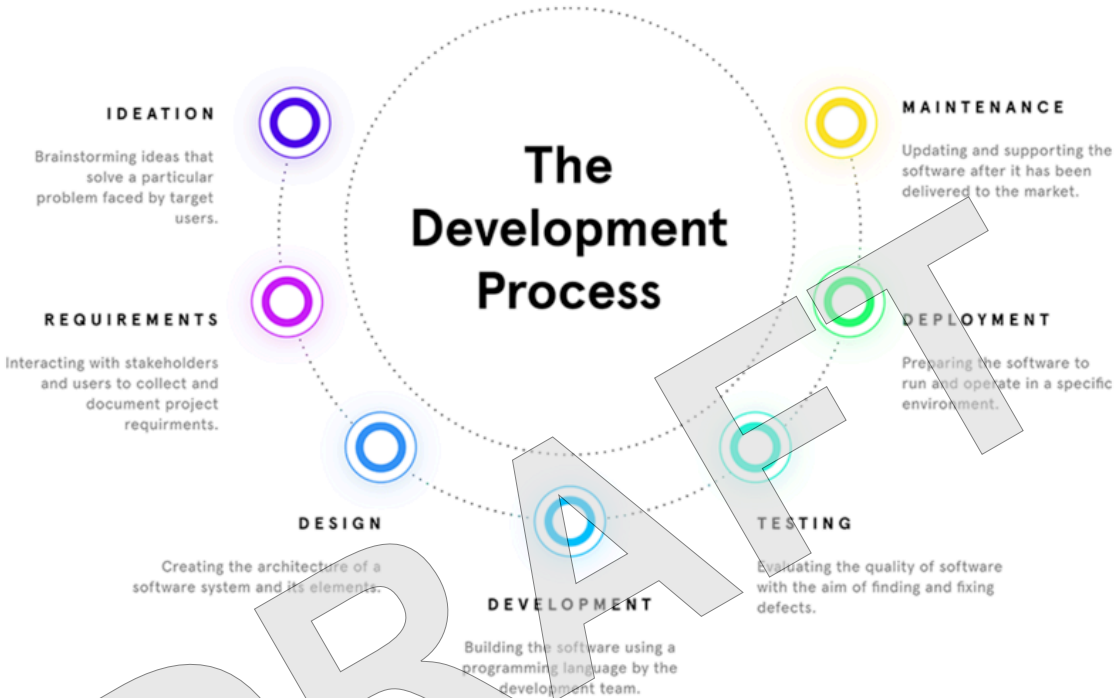
buildfire

BuildFire Methodology

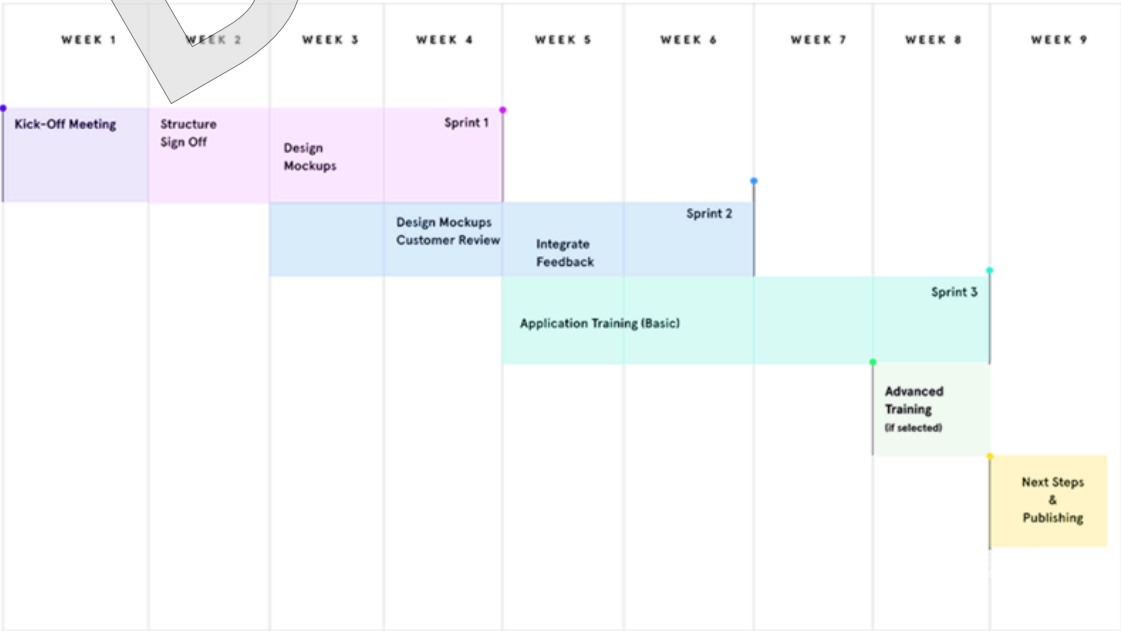
DRAFT

Project Process

We estimate the average project will take about 8 Weeks.



Example Project Timeline



PRICING

Enterprise Package

\$15,000

Starting at

Our most comprehensive package for larger apps that includes the consulting and development services you need to launch an enterprise level app.

App Design / UX

- 4 App Design Options
- 3 Revisions

App Size / Setup

- Large App
- 45-50 Screens
- 7 Hours Of Content Entry

Expert Assistance

- 5 - 60 Minute Expert Assistance Sessions

Marketing Materials

- Promo Video
- App Phone Mockups
- Social media ads +copy
- Premium App Store Screenshots

Integrations

- Zapier
- Server To Server API
- Segment Analytics

Advanced Functionality

- Customizations To Existing Features
- Access To Premium Plugins Worth \$5,000

App Details

DRAFT

APPLICATION DESCRIPTION

The goal of the app is to build upon the existing mechanisms by which the City of Ouray, CO communicates with visitors to the region. They are seeking to launch an app that provides visitors access to information about the City of Ouray. This includes highlighting points of interest, provides safety protocols, highlighting upcoming events, and leveraging geo-fence notifications to bring attention when visitors travel about the city. The goal is to cast the widest net possible of visitors, while educating them on all the rich experiences the City of Ouray has to offer.

PROPOSED STRUCTURE

The list below is a representation of the application's structure. Corresponding to each bullet point below will be a BuildFire plugin utilized, designed, and implemented by the BuildFire team.

- Points of Interest / Attractions - Display the various places of interest around the city in a map and list view.
- Geofencing around those points of interest
- Ouray Events (Manual)
- Things to do for the Family : Text, Images, Videos
- Guide to Dining and Drinks
- Adventures- Text, Images, and Videos
- Visitors Guide - Currently in Flips Stack/PDF, but pull that experience through an experience using folder + TWYSIWYG)

**Visit Ouray is permitted up to 2 changes to the structure before additional charges may apply. Any feedback must be completed within 2 business days following the kickoff meeting. any changes must be submitted through a Change Request which is subject to the approval of both parties and may impact the project cost and timeline.*

SUMMARY OF WORK

BuildFire offers various services of which Visit Ouray has chosen based on their White Glove Package:

SELECTED	SERVICE	DESCRIPTION
X	Application Development	This service offers Visit Ouray a new app built with BuildFire's Mobile Application Development Platform. See <i>White Glove Package Details</i> .
X	Application Design	This service offers Visit Ouray a new look, feel, and flow of a BuildFire Mobile Application. See <i>White Glove Package Details</i> .
X	Content	This service offers Visit Ouray a quick and easy port of existing content created and provided by Visit Ouray into a BuildFire Mobile Application. See <i>White Glove Package Details</i> .
X	Application Training (Basic)	This service offers Visit Ouray a personalized training schedule to better understand how to manipulate and maintain the developed mobile application through the platform. See <i>White Glove Package Details</i> .
X	Advanced Training	This service offers Visit Ouray a personalized training schedule to better understand advanced features of the BuildFire platform. See <i>White Glove Package Details</i> .

**this is list may not be all inclusive of what BuildFire will offer and it may also not be provided to all customers depending on the level of White Glove Package purchased.*

DESIGN MOCKUPS

BuildFire's experienced designers will study Visit Ouray's brand, website, and requirements to design coherent design mockups consistent with Visit Ouray's digital presence.

BuildFire will provide 3 design mockups to Visit Ouray for their selection. The design mockups will consist of the following:

DELIVERABLE	DESCRIPTION
App Icon	This is the icon that will be visible on the devices' home screens.
Splash Screen	This is the screen the user will see while the app is loading.
Home Screen	This is the main screen of the app.

FEEDBACK

BuildFire will indicate a single design mockup as the "recommended" design. Once the design mockups are submitted, Visit Ouray has **3 business days** to provide feedback to the designers. If no feedback is given within the allotted time, the design team will then move forward with the recommended design.

In the case where Visit Ouray provides feedback to BuildFire, the design team will go through a **MAXIMUM of 1, 2 or 3 iterations** dependent on their package purchased to settle on a final design.

ASSUMPTIONS

- BuildFire will not provide IT support for third party integrations.
- All deadlines are dependent on Visit Ouray delivering any dependencies.
- BuildFire's Built-In Services will be used when possible.
- Visit Ouray will create a separate account with any third party service if necessary.
- All third party integrations must provide an accessible API to achieve requested capability.

BUILDFIRE METHODOLOGY MILESTONES	DESCRIPTION
Kickoff Meeting	Review structure, requirements, and assets. Answer any questions.
Design Mockups	BuildFire will provide {design_mockup_count} design mockups for the customer to select from.
Client Feedback	Visit Ouray has 3 business days to review the design mockups and provide feedback.
Finalize Design	If there are changes, BuildFire will send the final design over to Visit Ouray.
App Structure Complete	App structure and design is complete and ready for the customer.
Application Training (Basic)	BuildFire expert will train Visit Ouray on application design, content management, and publishing.

APP CONTENT	DESCRIPTION
(if part of the White Glove Package purchased)	
Content Provided by Visit Ouray	All content must be provided within 10 business days following the kickoff meeting. Example content will be added in areas content was not provided for by the deadline.
Content Porting	Content is ported into the app.

PUBLISHING*

Publishing Information	Visit Ouray will enter all necessary publishing information
Submit To Apple	After Visit Ouray submits the application for publishing, BuildFire will then build and submit the application to Apple. The usual turn around time for approvals is 7-14 days .
Submit to Google	After Visit Ouray submits the application for publishing, BuildFire will then build and submit the application to Google. The usual turn around time for approvals is 1-3 days .

**While BuildFire will provide a speedy and seamless experience, we cannot guarantee that Apple and Google will provide a speedy turnaround for approval to the app stores or will meet the above estimated turnaround times.*

DRAFT



PAYMENT INSTRUCTIONS

TYPE	INSTRUCTIONS	NOTE
Credit Card	Your BuildFire Account Executive will provide you a hosted payment page to enter your credit card details.	[Link Here]
Wire Transfer	<p>Please wire funds to:</p> <p>Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104 Routing transit number: 121000248</p> <p>Account number: 7021439919 (checking account)</p> <p>Swift Code: WFBUS6S (For International Wires Only)</p> <p>Account title: Buildfire, Inc.</p>	Please provide bank receipt once wire transfer has been initiated
ACH Customer Initiated Transfer	<p>Please transfer funds to:</p> <p>Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104 Routing transit number: 122000247</p> <p>Account number: 7021439919 (checking account)</p> <p>Account title: Buildfire, Inc.</p>	Please provide bank receipt once wire transfer has been initiated

**The monthly service fee, if less than \$3,000.00, can be paid using a credit card.*

ORDER

This *Order*, together with the *COST STRUCTURE, STATEMENT OF WORK* above, and the *Terms and Conditions* below, which the Company hereby acknowledges and accepts, constitutes the entire agreement between BuildFire and Company governing the Services listed below (“Agreement”), to the exclusion of all other terms.

Visit Ouray	
Markus Van Meter	
Name	Title
Not yet accepted	
 SIGNATURE Markus Van Meter	
Signature	Date
BuildFire, Inc	
Nic Hughart	VP of Sales
Name	Title
Not yet accepted	
 SIGNATURE Nic Hughart	
Signature	Date

BUILDFIRE TERMS AND CONDITIONS

Customer and BuildFire hereby agree as follows:

1. Scope. These Terms and Conditions shall apply to Customer's use of BuildFire's subscription services, packaged professional services, all linked pages, content, products and offline components ("Service" or "Services") identified in one or more ordering documents signed by the parties, including any exhibits thereto ("Order" or "Orders"). These Terms and Conditions and all Orders (collectively referred to as the "Agreement") represent the parties' entire understanding regarding the Services and shall control over any different or additional terms of any purchase order or other non-Buildfire ordering document, and no terms included in any such purchase order or other non Buildfire ordering document shall apply to the Services. In the event of a conflict between these Terms and Conditions and an Order, the terms of the Order shall control. All capitalized terms not defined herein shall have the meanings attributed in the Order.

2. Right to Use the Services.

2.1 The Term is set forth in the Order and automatically renewed for successive periods equal to the Term. Either party may terminate this Agreement by written notice 30 days prior to the end of the Term. During the Term set forth in an Order, BuildFire grants to Customer a non-transferable, nonexclusive, worldwide right to permit those individuals authorized by Customer or on Customer's behalf, and who are Customer's employees, agents or contractors ("Users"), to access and use the Services subject to the terms of the Agreement.

2.2 This Service is for the Customer's use only. Customer shall not resell, sublicense, transfer or otherwise permit the Service or Software to be used for the benefit of entities or individuals other than the Customer.

2.3 The Services are provided by BuildFire from a data center facility to which Users have remote access via the Internet in conjunction with certain offline components provided by BuildFire hereunder. Each Order defines specific usage rights ("Usage Rights"), and the Customer shall at all times ensure that its use does not exceed its Usage Rights.

2.4 Customer shall be solely responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, computers, computer operating system and web browser (collectively, "Equipment"). Customer shall ensure that Equipment complies with all configurations and specifications set forth in BuildFire's published documentation.

2.5 Separate End User Policies. User agrees to abide by the separate Terms of Use, Privacy Policy and Acceptable Use Policy maintained in the Google Play and Apple/iTunes App stores. As part of our Service, we will review your app for Compliance with Google and Apple standards; however, Apple and Google will determine final compliance independently; we cannot guarantee that an app will be published by either Apple or Google Play. For details regarding Google and Apple requirements and standards, go to <https://play.google.com/about/developer-content-policy/> and <https://developer.apple.com/app-store/review/guidelines/>, respectively

3. Usage Restrictions and Representations.

3.1 Other than through capabilities provided by a BuildFire registered developer account, Customer shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to or provided with the Services ("Software"); (ii) modify, translate, or create derivative works based on the Services or Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Software; (iii) use or access the Services to build or support, and/or assist a third party in building or supporting, products or services competitive to BuildFire; or (iv) remove any proprietary notices or labels from the Services or Software. Customer shall use the Services and Software only for its own internal business operations.

3.2 Customer shall not knowingly or willfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with BuildFire's provision of the Services. Customer shall be responsible for maintaining the security of the Equipment and Customer's account access passwords. Customer and BuildFire agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services. Customer shall be liable for all acts and omissions of its Users related to the services in this Agreement.

3.3 Customer represents and warrants that Customer will use the Services only in compliance with all applicable (i) social networking sites' terms and conditions associated with its procurement and use of Customer Data; (ii) laws and regulations, including those related to spamming, privacy, data protection, intellectual property, consumer and child protection, pornography, obscenity or defamation; and (iii) Google Play and Apple Store terms and conditions.

3.4 BuildFire may immediately suspend Customer's password, account, and access to the Services if (i) Customer fails to make payment due within ten business days after BuildFire has provided Customer with notice of such failure; or (ii) Customer violates Section 2.1, 3, or 9 of these Terms and Conditions. Any suspension by BuildFire of the Services under the preceding sentence shall not relieve Customer of its payment obligations under the Agreement.

4. Ownership.

4.1 BuildFire owns and has rights to all intellectual property rights in and to the Services and Software.

4.2 If BuildFire provides to the Customer, either directly or through a 3rd party, enhancement(s) to the core Service or Software otherwise known as the "BuildFire Platform", creates custom functionality, including any and all derivatives thereto (collectively referred to as "Enhancements"), even if the Customer paid BuildFire for such Enhancements, such Enhancements will be owned by BuildFire and Customer hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership. BuildFire grants Customer a worldwide, royalty free, non-exclusive license to the Enhancements so long as Customer remains a subscriber to the Service.

4.3 Intellectual property pertaining to any proprietary plugins created solely for the use of the Customer will be owned completely and royalty free to the Customer upon completion of the project development and release.

4.4 All suggestions, requests, feedback, recommendations or other input provided by Customer or any other party relating to the Services or Software shall be owned by BuildFire and Customer hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership.

4.5 The Customer owns or has rights to all intellectual property rights in and to any enhancements in functionality or custom plugins the Customer (or Customer's representative) makes independent of BuildFire through capabilities provided by a BuildFire registered developer account. In such cases, the Customer is solely responsible for all maintenance and support related to such enhancements and plugins, including but not limited to, BuildFire updates in Services and Software and iOS and Android updates.

4.6 Customer owns any data, information or material originated by Customer that Customer submits, collects or provides in the course of using the Services, including information regarding Customer's social networking "connections" "followers" or other contacts activated through use of the Services ("Customer Data"). BuildFire has no ownership rights in or to Customer Data. Customer shall be solely responsible for the accuracy, quality, content and legality of Customer Data, the means by which Customer Data is acquired and the transfer of Customer Data outside of the BuildFire Services. Customer Data shall be deemed to be Customer Confidential Information pursuant to Section 9 below.

4.7 To publish and update apps to Google Play and the Apple App Store, it is required we provide proprietary information and files such as, but not limited to, APKs, IPAs, P12s, keystore certificates, push notification certificates, etc. These files and information are a proprietary part of our Service and ownership will reside with BuildFire.

4.8 As part of this agreement "The Client" consents to the use of images of the "The Clients" application in BuildFire's promotional materials. If "the Client" chooses to opt out of this clause, "The Client" must submit in writing a request to opt out prior to the mobile app being published.

5. Billing and Payment.

5.1 Customer shall pay all fees set forth in an Order. Customer acknowledges that payment of Fees is authorization to us to begin providing Services. These Services include, but are not limited to providing platform access, design, publishing, platform setup and App building. We will start providing Services immediately upon Customer payment of Fees. As such, all Fees are earned when received and are non-cancelable and non-refundable, except as expressly specified in Section 7.2.

5.2 All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties (excluding taxes based on BuildFire's income), even if such amounts are not listed on an Order. Customer shall pay all fees in U.S. Dollars or in such other currency as agreed to in writing by the parties.

5.3 All amounts invoiced hereunder are due when invoiced. Customer authorizes Buildfire to set up an automated recurring billing process for recurring Fees. If Customer desires to terminate the Service, such notice must be delivered to us in writing via email prior to the next recurring billing date. Customer agrees that they are not entitled to receive a refund of these recurring Fees. When Fees are paid by credit card or ACH transfer, Customer agrees that they will not dispute the charges and/or request a chargeback of any Fee from their credit card processor or banking institution. Unpaid invoices that are not the subject of a written good faith dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection.

5.4 If at any time BuildFire determines that Customer is exceeding the Usage Rights identified in the Order, BuildFire shall notify Customer and Customer shall bring its usage within the limits of such Usage Rights. If Customer fails to do so within 30 days of receipt of BuildFire's notice, BuildFire reserves the right to charge and Customer agrees to pay BuildFire's then-current usage fees for such overage.

6. Term and Termination.

6.1 The Agreement shall commence as of the date set forth in the first Order and, unless earlier terminated as set forth, shall remain in effect through the end of the Subscription Term in any current Order. All sections of the Agreement, which by their nature should survive termination will survive, including without limitation, accrued rights to payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.2 In the event of a material breach by either party, the non-breaching party shall have the right to terminate the applicable Order for cause if such breach has not been cured within 30 days of receipt of written notice from the non-breaching party specifying the breach in detail. If BuildFire terminates an Order for Customer's material breach, all fees set forth on such Order are immediately due and payable.

6.3 Upon any termination or expiration of an Order, Customer's right to access and use the Services covered by that Order shall terminate. Notwithstanding the foregoing, at Customer's request if received within 30 days of termination of the Order, BuildFire will permit Customer to access the Services solely to the extent necessary for Customer to retrieve a file of Customer Data then in BuildFire's possession. Customer acknowledges and agrees that BuildFire has no obligation to retain Customer Data and that BuildFire may irretrievably delete and destroy Customer Data after 30 days following the termination of the Agreement.

7. Representations, Disclaimer of Warranties, Indemnities.

7.1 Each party represents and warrants to the other party that it has the power and authority to enter into the Agreement. Buildfire warrants to Customer that it will use best efforts to (a) perform the Services substantially in accordance with its documentation under normal use; and (b) provide the Services in a manner consistent with generally accepted industry standards. Customer must notify Buildfire of any warranty deficiencies within 90 days from performance of the relevant Services in order to receive warranty remedies.

7.2 For breach of the express warranty set forth above, Customer's exclusive remedy shall be the re-performance of the deficient Services. If Buildfire cannot re-perform such deficient Services as warranted, Customer shall be entitled to recover a pro-rata portion of the fees paid to Buildfire for such deficient Services, and such refund shall be Buildfire's entire liability.

7.3 The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Buildfire's reasonable control, but Buildfire shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled unavailability of the Services. unconditionally releases Buildfire of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

7.4 Buildfire shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided, that Customer (a) promptly gives written notice of the Claim to Buildfire; (b) gives Buildfire sole control of the defense and settlement of the Claim (provided that Buildfire may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Buildfire, at Buildfire's cost, all reasonable assistance. Customer shall defend, indemnify and hold Buildfire harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Buildfire by a third party alleging that Customer Data, or Customer's use of the Services in violation of the Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party or violates any law or regulation; provided, that Buildfire (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it

unconditionally releases Buildfire of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

7.5 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, BUILDFIRE AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. BUILDFIRE AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUILDFIRE AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT NEITHER BUILDFIRE NOR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. BUILDFIRE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY BUILDFIRE, THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

7.6 To assist the Customer in conducting a full and complete evaluation of all Services prior to purchase, we offer Customer access to a free version of the Service, free access to our support department, free access to our entire library of support resources and provide a dedicated Account Executive to answer any and all questions. Customer acknowledges they have reviewed and tested all necessary Service functionality and support material needed to make an informed and final purchase decision.

8. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND IT'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE LESSER OF \$100,000 OR THE FEES PAID BY CUSTOMER IN THE PRECEEDING 12 MONTHS.

9. Confidential Information. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Such information includes, without limitation, Customer Data, information related to Customer's login identifiers and credentials for Accounts and the nature and performance of Customer's marketing programs. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except as expressly permitted in Section 10 below) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to Confidential Information after two years following the termination of the Agreement or any Confidential Information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) is required by law. Customer Data will be destroyed as set forth in Section 6.3, and, upon Customer's request, Buildfire shall certify to such destruction in writing.

10. Statistical Information. Notwithstanding anything else in the Agreement or otherwise, Buildfire may monitor Customer's use of the Services and use Customer Data in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Services, and may make such information publicly available, provided that such information does not incorporate Customer Data and/or identify Customer's Confidential Information. Buildfire retains all intellectual property rights in such information.

11. Notices. Buildfire may give notice applicable to Buildfire's general Services customer base by means of a general notice on the Services portal, and notices specific to Customer by electronic mail to Customer's email address on record in Buildfire's account information or by written communication sent by first class mail or pre-paid post to Customer's address on record in Buildfire's account information. If Customer has a dispute with Buildfire, wishes to provide a notice under the Agreement, or becomes subject to insolvency or other similar legal proceedings, Customer shall promptly send [written notice to Buildfire at premiumsupport@buildfire.com](mailto:premiumsupport@buildfire.com) or 1760 The Alameda, Suite 300, San Jose, California 95126, U.S.A.

12. Force Majeure. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for more than 20 days, either party may cancel unperformed Services upon written notice. This section does not excuse either party of its obligations to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for the Services provided.

13. Right to Subcontract.

13.1 BuildFire reserves the right to sub-contract the work performed under this Agreement to an Affiliate or Third Party without prior written consent of the client.

14. General provisions.

14.1 Any action, Claim, or dispute, related to the Agreement, will be governed by California law, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to the Agreement. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. The failure of either party to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Except for actions for nonpayment or breach of either party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement, may be brought by either party more than two years after the cause of action has accrued.

14.2 The Agreement and all Order(s), represent the parties' entire understanding relating to the Services, and supersede any prior or contemporaneous, conflicting or additional communications. The exchange of a fully executed Order by fax or electronic signature shall be sufficient to bind the parties to the Terms and Conditions of the Agreement and such Order. The Agreement may be amended only by written agreement signed by the parties. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14.3 No joint venture, partnership, employment, or agency relationship exists between Buildfire and Customer as a result of the Agreement or use of the Services. Neither party may assign the Agreement without the prior written approval of the other, such approval not to be unreasonably withheld or delayed, provided that such approval shall not be required in connection with a merger or acquisition of all or substantially all of the assets of the assigning company. Any purported assignment in violation of this Section shall be void.

AGENDA
JOINT OURAY CITY COUNCIL/PLANNING COMMISSION MEETING
July 8, 2021

1:00pm – Work Session

**IN-PERSON MEETING – ALL PUBLIC WHO WOULD LIKE TO SPEAK SHOULD
ATTEND IN-PERSON**
320 6th Ave. – Massard Auditorium

ZOOM MEETING (FOR LISTENING PURPOSES ONLY)
<https://zoom.us/j/9349389230>

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

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

Work Session – 1:00pm

Joint Work Session of the Ouray City Council and Planning Commission to Discuss the Following:

1. Explanation and Discussion on Ex-Parte Communications
2. Discussion on Setting a Public Hearing Procedure
3. Discussion of Current and Possible Changes to Regulations Regarding Accessory Dwelling Units (ADUs)