

**AGENDA  
OURAY CITY COUNCIL**

**TUESDAY, September 7, 2021 6pm**

**IN-PERSON MEETING – ALL PUBLIC WHO WOULD LIKE TO SPEAK SHOULD  
ATTEND IN-PERSON  
320 6<sup>th</sup> 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 6pm**

- 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](http://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. PUBLIC HEARING – Fermented Malt Beverage License Application – JTP- Ouray Riverside Inn & Cabins LLC dba Ouray Riverside Resort – Inn & Cabins Page 26
  5. CEREMONIAL/INFORMATIONAL – none
  6. Approval of Minutes – August 2, 16, and 23 Page 2
  7. CITIZENS' COMMUNICATION
  8. CITY COUNCIL REPORTS/INFORMATION  
    Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
  9. DEPARTMENT REPORTS
    - a. City Administrator Page 20
    - b. Police Chief Page 22
    - c. Fire Chief Page 23
    - d. Public Works Director Page 24
    - e. City Resources Director Page 25
  10. CONSENT AGENDA – none
  11. ACTION ITEMS
    - a. Discussion and Possible Approval of Fermented Malt Beverage License Application – JTP- Ouray Riverside Inn & Cabins LLC dba Ouray Riverside Resort – Inn & Cabins Page 26
    - b. Discussion and Possible Reschedule of September 20, 2021 Regular Meeting
    - c. Discussion and Possible Approval of Waste Management Contract Amendment Changing CPI Calculation Dates Page 37
    - d. Discussion and Possible Approval of Agreement for Purchase of Agenda Management Software (BoardBook Premier) Page 52
    - e. Discussion and Possible Action on Submitted Proposal for the Creation of a Tourism Progressive Web Application Page 59
    - f. Ordinance 5, Series 2021 – Amending Municipal Code Related to Accessory Dwelling Units – First Reading Page 80
    - g. Review Current Short-term Rental Ordinance No. 4, 2019 with Discussion and Possible Action Regarding Short-term Rentals Operating Without Permit Page 88
  12. DISCUSSION ITEM – Future Agenda Items
  13. ADJOURNMENT

**OURAY CITY COUNCIL  
SUMMARIZED MINUTES  
MONDAY, AUGUST 2, 2021, 6 PM  
320 6<sup>th</sup> 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 6:00 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, City Resources Director Rick Noll, Public Works Director Joe Coleman, Community Development Coordinator Lily Oswald, Police Chief Jeff Wood, and City Attorney Carol Viner.

**3. The PLEDGE OF ALLEGIANCE was recited**

**4. PUBLIC HEARING – none**

**5. CEREMONIAL/INFORMATIONAL - none**

**6. APPROVAL OF MINUTES – July 6, 16 and 19, 2021**

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

## **7. CITIZENS' COMMUNICATION**

Mayor Nelson opened the floor for public comment.

Tamara Gulde read a prepared statement admonishing the most recently elected council members for what she considered unprofessional behavior. She also stated that Council should have the visitor center open for more hours all year round and that they should perform better tourism management.

Mayor Nelson closed the floor.

## **8. CITY COUNCIL REPORTS/INFORMATION**

- a. Ethan Funk** – Nothing to report
- b. Peggy Lindsey** – Mulch was delivered and spread at Rotary Park on Friday. Councilor Lindsey asked for community support on the River Walk Trail Maintenance Event on August 17<sup>th</sup> from 7-9 am.
- c. John Wood** – Nothing to report
- d. Greg Nelson** – Nothing to report

City Administrator Mr. Clarke announced that Councilor Glenn Boyd was at a mandatory work training event out of town and could not attend the meeting.

## **9. DEPARTMENT REPORTS**

### **a. City Administrator – Silas Clarke**

The RFP for tourism phone application is included in packet. The Geothermal line project is being put out to bid by Friday. The City has multiple job openings, including Maintenance Operators for both Public Works and Parks, Communications and Community Engagement Coordinator, and Lifeguard and Customer Service Associates at the Hot Springs Pool. DOLA \$25,000 matching grant requested for subdivision and zoning code updates. Ouray Workforce housing correspondence included in packet. City has received 1 RV workforce housing application. Planning a Visitor Center open house for August 13<sup>th</sup> from 5-7 pm.

Finance and Administration Director Melissa Drake reminded Council and citizens that there are two candidate information meetings scheduled for those interested in running for council office. Candidates should to attend one of the two sessions.

### **b. Police Chief – Jeff Wood**

Chief Wood presented service calls for month of July. National Night Out is August 3<sup>rd</sup> at 4:30 in Fellin Park.

### **c. Fire Chief – Adam Kunz**

Update in packet.

### **d. Public Works Director – Joe Coleman**

Mr. Coleman noted date corrections in his report in the packet. Idarado crew completed work on Red Mountain Ditch, good water flow now.

**e. City Resources Director – Rick Noll**

Nothing to add to packet.

**10. CONSENT AGENDA**

**a. Special Events Permit Application – Ouray Highgraders, Highgraders Holidays, Aug 20-22, 2021**

**b. Special Events Permit Application – Ouray Climbers Alliance, OuROCK! Fest, September 19, 2021**

Councilor Funk made a motion to approve the consent agenda, Mayor Pro Tem Wood 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.

**11. ACTION ITEMS**

**a. Discussion and Possible Action on Excise Tax for Short-Term Rentals to Create a Housing Fund**

Mayor Pro Tem Wood stated that setting a fee schedule is the preferred way to go, even if it isn't implemented quite as fast as a tax would be if voted for, because it could be changed as needed as the program unfolds. Councilor Funk believes that it should go to the voters as an excise tax to be straightforward in how the money is collected and used, believing the fees would raise more money than just covering administrative costs and may not appear to be above board. Mayor Pro Tem Wood argued that the fee would cover the cost of hiring a new employee to manage the program instead of adding work to existing employees. A fee schedule requires a study to justify the fee rates, while a tax is wholly decided by the voters. Councilor Lindsey suggested putting both in place, since the goal is to raise revenue to take care of immediate housing needs. The fee could be used to fund the full time position overseeing short-term rentals, and the tax could raise the money to fund attainable housing. Councilors Funk and Lindsey both felt a 15% excise tax was appropriate. Council discussed having the tax cover upcoming infrastructure project debt in addition to funding the housing fund, and decided to split the tax half and half for the first 10 years, then have it all go to the housing fund.

Council moved to item c on the agenda to table that discussion before returning to current agenda item, since Council was not interested in pursuing a GID at this time.

Mayor Nelson opened the floor for public comment.

Mark Luppenlatz spoke about the importance of prioritizing infrastructure concerns over affordable housing construction.

Dolgio Nergui cautioned that if the combined tax rate of a short-term rental is 27.95% as proposed, the City could lose short-term rentals and the sales and lodging tax revenue from them, and suggested that large employers in town contribute to the proposed affordable housing fund, like larger resort communities would do. Ms. Nergui also suggested eliminating short-term rentals or making the cap very small to have more places operate as B&Bs with primary residents in the home and a commercial property tax rate.

Jay Lauderdale said the City needs to tax second homeowners like himself too.

Mark Iuppenlatz noted that the City would get better interest rates on their State revolving fund loans if the revenue is built in for the entire 20 years of the loan instead of just the first 10, so the split shouldn't sunset before the tax sunsets completely. Mayor Pro Tem Wood agreed and said the excise tax should be split in its entirety.

Councilor Funk made a motion to write a ballot question for this year's election that would ask the voters to create an excise tax on short-term rentals in the City with a 15% tax rate, which can be lowered as desired, being split 50/50 between a housing fund and funding critical water infrastructure. Administrator Clarke requested that the tax rate should not be decrease-able by council. Councilor Funk withdrew his motion to rephrase.

Councilor Funk made a motion to write a ballot question for this year's election that would ask the voters to create an excise tax on short-term rentals in the City with a 15% tax rate, half of the money to be used to fund an affordable housing fund, the other half to be used to fund wastewater and potable water infrastructure projects, allocating as needed, sunsetting in 20 years without ability to reduce taxes. Councilor Lindsey 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.

**b. Discussion and Possible Action Concerning Cap and/or Cap and Trade Policy for Short-Term Rentals**

Mayor Pro Tem Wood suggested a cap that can only be exceeded if four units are developed and three are proven to be long-term rentals (or two long-term rentals and one owner-occupancy), then one unit can be issued a short-term rental license above the cap. Mayor Pro Tem Wood suggested a cap of 110, which includes all active licenses, all licenses in the process of being renewed, all new applicants, and the "condotel" units that had previously been told not to license, which would be around 15% of total housing stock.

Ms. Viner said she would research how the City currently defines a hotel, since some single family dwellings are being used as hotel overflow, thus skirting the short-term rental license process, and help re-define to avoid confusion from "condotel" units.

Mayor Pro Tem Wood also suggested adding a set renewal period starting in February 1 for everyone. Community Development Coordinator Lily Oswald said not all applications would be completed in one month, but each would be due by February 1<sup>st</sup>, and staff would process until all applications were completed. Councilor Lindsey asked about capping the licenses at 125 for people who are in the process of closing on property with the intention of short-term renting it, but cannot start the application process until it closes.

Councilor Funk asked what happened if a license opened up below the cap, how would the City decide who gets it. The Council decided a lottery was appropriate, with possible weighting for time spent on the list.

Cindy Carothers thinks the City should cap the number of licenses, without the cap and trade.

Susie Mayfield, Ouray County Assessor, stated some County licenses are being applied for but not currently being used, possibly as an incentive to potential buyers, since the County allows transfers within 30 days of sale, and citizens could potentially get licenses and not use them in the City too, although the licenses are not transferrable.

Mark Iuppenlatz asked to clarify how 125 was arrived at for a proposed cap.

Dolgio Nergui wanted to advocate for operating legitimate bed and breakfasts, and keeping the cap more conservative with that in mind.

John Nixon asked why the trade piece is being proposed. Mayor Pro Tem Wood explained it was an incentive to develop where it otherwise wouldn't be financially feasible. Mr. Nixon also asked why spots were being given to people in escrow intending to short-term rent, but Mayor Pro Tem Wood clarified that it wasn't held specifically for them, but a general buffer meant to include them.

Jay Lauderdale said since the City intends to put the excise tax to a vote in November, the council should wait until after that is decided to make a decision on a possible cap. Mr. Lauderdale also believes that someone interested in owning a short-term rental would not be interested in owning a four-plex.

Councilor Funk stated that if the council sets the cap at the current amount, there wouldn't be the market to pursue the trade portion, but, if the cap was lower than the current amount, there would be incentive to get back up to the current number by the building of long term rentals along with the short-term rentals. In that vein, he proposed a cap of 70, grandfather in currently licensed units, but do not reissue as licenses fall off.

Mayor Nelson would like to see an automatic review by Council of the short-term rental situation.

Mayor Pro Tem Wood made a motion to direct staff to write a cap and trade ordinance with a cap at 120, and a 3-to-1 trade ratio of new long term (6+ month lease) rental units (or owner-occupied as primary residence) for each short-term rental license, and sunset in five years unless Council takes action, creating a lottery for available licenses. Councilor Funk seconded the motion.

Mayor Pro Tem Wood amended the motion as follows: Cap at 120, 3-to-1 trade, sunsets in 5 years unless action is taken, lottery for open licenses. 110 licenses are dedicated to specific properties, the actively licensed properties and other specific properties, so long as they activate their license by renewal (expired licenses) or application ("condotels") by November 1<sup>st</sup>, 2021. Annual renewal in February, licenses that would expire before then can continue to operate to get everyone on same renewal schedule. For the trade, the 3 units must have 6+ month leases at time of application, or owner-occupied with primary residence there, checked by voter registration. Councilor Funk seconded the amendments.

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. Discussion and Possible Action on Future General Improvement District (GID) for Short-term Rentals**

Councilor Lindsey made a motion to table the GID discussion to January 2022. 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.

**d. Review and Direction Regarding Draft Ordinance 5, Series 2021 (Not First Reading) – Amending Municipal Code related to Accessory Dwelling Units**

Mayor Pro Tem Wood made a motion to table the discussion to the next regularly scheduled meeting. Councilor Lindsey 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.

**e. Rescission of Local Disaster Emergency Declaration Related to COVID-19**

Councilor Lindsey made a motion to approve the rescission. Councilor Funk 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.

**f. Emergency Ordinance 6, Series 2021 – Extending for One Additional Year, Upon Rescission of Local Disaster Declaration, Ordinance 2020-06 for temporary sidewalk food service and 2020-08 for suspending the prohibition of Public Consumption of Alcoholic Beverages with Limited Areas**

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

**g. Ratification of Mayor's Decision to Rescind Stage 1 Fire Restrictions**

Mayor Pro Tem Wood made a motion to ratify the decision. Councilor Lindsey 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.

**h. Resolution 9, Series 2021 – Approving Intergovernmental Agreement with Ouray County for Election Services for November 2, 2021 Coordinated Election and Naming the City Clerk as the Designated Election Official for the City**

Councilor Lindsey made a motion to approve the resolution. 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.

**i. Consideration of Construction Manager-at-Risk Agreement with Moltz Construction, Inc. for Design of the Water Treatment Facility.**

Contractor and contract are the same as the Wastewater Treatment Facility engineering.

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



**12. DISCUSSION ITEMS – Future Agenda Items**

- a. **Short-Term Rental Violator Penalty Ordinance (Per Resolution 8, 2021 no violators allowed a permit)**
- b. **Formalize Public Hearing Process (Joint Meeting with Planning Commission)**
- c. **Formalize Tourism Advisory Committee by Ordinance**

**13. ADJOURNMENT**

Councilor Lindsey made a motion to adjourn at 8:38 pm, Mayor Pro Tem Wood 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 August 2, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 2<sup>nd</sup> day of September, 2021.

\_\_\_\_\_  
Melissa M. Drake, City Clerk

**OURAY CITY COUNCIL MEETING  
SUMMARIZED MINUTES  
MONDAY, AUGUST 16, 2021, 1 PM  
320 6<sup>th</sup> 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 - present  
Councilor Ethan Funk - present  
Councilor Peggy Lindsey - present

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

**3. The PLEDGE OF ALLEGIANCE was recited**

**4. PUBLIC HEARING – Hotel & Restaurant Liquor License Application – Ouray Wine Garden LLC dba Ouray Wine Garden, 317 2<sup>nd</sup> Street, Ouray**

Mayor Nelson opened the floor for public comment.

Amber Cunningham stated the Wine Garden has been currently running under a sales room liquor license under the Winery's name, but this gives the Wine Garden more flexibility if desired, but Ms. Cunningham has no current plans to operate any differently than they have been.

Council provided Ms. Cunningham with a copy of an email received in opposition to the license and allowed her to address concerns stated in the letter. Council felt from the hypothetical nature of the questions that the writer did not realize the Wine Garden was already operating under the sales room license from the Winery.

Dolgio Nergui said her bedroom window is 60 feet from the wine garden, and she is concerned about noise and dust from parking in the alley. Ms. Nergui also mentions that food is advertised, and asked if that is currently allowed. Ms. Nergui stated she does not support the liquor license in a residential neighborhood.

Ms. Cunningham addressed Ms. Nergui's concerns, stating the Wine Garden has been operating all summer and has not run into any of the situations Ms. Nergui objected to.

Mayor Nelson closed the floor.

## **5. CEREMONIAL/INFORMATIONAL**

### **a. Proclamation 5, Series 2021 Naming September as Suicide Prevention Month**

Mayor Nelson read the proclamation.

### **b. Introduction of Moltz Engineering Staff – CMAR for WWTP and WTP Projects**

Mr. Cole Phillips from Moltz gave a brief overview of the company.

## **6. CITIZENS' COMMUNICATION**

Mayor Nelson opened the floor for public comment.

John Nixon asked Councilors to speak directly into their microphones to be heard clearly. Mr. Nixon also spoke about the potential conflicts of interest of the short-term rental issue and Councilor Lindsey and Mayor Pro Tem Wood. Councilor Lindsey stated she would not recuse herself, because in her profession as a real estate agent, no cap would be preferable, but she is doing what she thinks is best for the City and citizens. Mayor Pro Tem Wood stated that all his properties are long-term rentals, and short-term rental regulation would not affect his properties.

Sarah Donaldson reported that she received a cease-and-desist letter from the City because of a short-term rental, but had no prior communication about licensing her short-term rental, and would like to talk with council about a solution. Mayor Nelson suggested working with Mr. Clarke and Ms. Oswald on a solution.

Mayor Nelson closed the floor.

## **7. CITY COUNCIL REPORTS/INFORMATION**

### **a. Glenn Boyd – nothing to report**

### **b. Ethan Funk – nothing to report**

### **c. Peggy Lindsey – River Walk Trail Maintenance Event tomorrow at 7am, meeting at Oak St Bathroom**

### **d. John Wood – CEDC meeting: Main Street Program is moving forward. Working on a business license program, starting with a presentation at the September meeting. Impact study of Ice Park on winter economy in town to be conducted in October. IPAT meeting: sustainability goals have been set, including revenue expansion. Work on capacity model. IPAT wants to address diversity and accessibility to marginalized segments of the population.**

### **e. Greg Nelson – Love Your Gorge event on September 18<sup>th</sup> from 9 am to 1 pm, registration requested for food availability.**

## **8. DEPARTMENT REPORTS**

### **a. City Administrator – Silas Clarke**

Stickers identifying trashcans on Main Street have been ordered. Communications and Community Engagement Coordinator position had 18 applicants, staff are narrowing those down for interviews now. Picnic tables for Box Canon were delivered last week. Electric vehicle charging station construction starting soon; state electrical permit has been submitted. Requested update on Ice Park Restrooms from OIPI and FOVF. Rotary Park and Cascade restroom deliveries are still outstanding, working on getting status on those. Successful Visitor Center Open House; Councilor Lindsey suggested hosting a luncheon to thank them for their work.

**b. Finance and Administration Director – Melissa Drake**

Deadline for council and mayor petition is next Monday, August 23<sup>rd</sup> at 4pm.

**i. July 2021 Financial Report**

All funds are in the black.

**ii. Sales Tax – June Activity**

Up 89% Year-to-Date compared to 2020 activity.

**iii. LOT – June Activity**

Up 67% compared to 2020.

**iv. Box Canon Falls Visitation – July YTD**

Visitation up 11% from July 2020, which was a record-breaker. Revenue up 15%.

**v. Hot Springs Pool Visitation – July YTD**

Visitation down 16% from July 2019. Revenue is down 9%. July 2020 had visitation restrictions, so is not being used for comparisons.

**c. Community Development Coordinator – Lily Oswald**

Two RV permits issued for workforce housing. City did not get awarded CDOT Revitalizing Main Street grant, but will reapply for Notice of Funding opportunity with CDOT. Short-term Housing update: 84 active licenses, 116 total units operating with the pending and “condotel” units.

**d. Visitor Center Coordinator – Paula Damke**

Update in packet.

Councilor Boyd asked Mr. Clarke for an update on SMPA road closures. Mr. Clarke said it is uncertain, but they are currently proposing Mid-September closures.

**9. CONSENT AGENDA - none**

**10. ACTION ITEMS**

**a. Consideration and Possible Approval of Hotel & Restaurant Liquor License Application – Ouray Wine Garden LLC dba Ouray Wine Garden, 317 2<sup>nd</sup> Street, Ouray**

Mayor Pro Tem Wood made a motion to approve the license application. Councilor Boyd 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 and Possible Approval of Lease with US Forest Service for Picnic Area at the Base of the Amphitheater Campground**

It was discovered that the lease had expired on December 31<sup>st</sup>, 2020. This is an extension to the contract, but further discussion is scheduled to happen about the future of the picnic area ownership. Councilor Boyd asked when the talks were scheduled to happen. Mr. Clarke stated he had a meeting scheduled on the next Tuesday.

Councilor Lindsey made a motion to approve the lease. Councilor Boyd 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. Discussion and Possible Action Regarding Wastewater Treatment Plant Building Rendering and Materials Recommendation**

Cooper Best from JVA presented an update on the Wastewater Treatment Plant construction project. JVA is on schedule to submit 60% plans to the City in September. Mr. Best, Mr. Phillips and Ms. Hanson presented different exterior options for the plant, including pre cast concrete and masonry walls. Masonry would be cheaper, but takes longer to construct, and with the short building season in Ouray, pre-cast would be preferable for constructing quickly. Council discussed flat or sloped roofs and the attributed staff time/risk and pros and cons associated with each.

John Nixon recommended a pre-colored, pre-textured, low maintenance option for the walls.

Councilor Boyd made a motion to approve the pre-cast option. Mayor Pro Tem Wood 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.

Mr. Clarke announced that the executive session was scheduled for 3:00 pm with outside parties, and given the remaining time, Council would proceed with item d and then jump ahead to the future agenda items and pick up the rest of the agenda after the executive session.

**d. Consideration and Possible Approval of Lot Split – Hot Springs Subdivision Parcel 4**

Ms. Oswald presented the overview of the application.

Mayor Pro Tem Wood made a motion to approve the lot split. Councilor Funk 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.

**11. DISCUSSION ITEMS**

**b. Future Agenda Items**

STR penalties  
Joint work session public hearing process  
Cap and trade  
ADU ordinance  
Business license/registration  
Master fee schedule  
Joint work session with beautification and PARC committees to align goals

**12. EXECUTIVE SESSION – For a conference with the City attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) concerning Ouray Silver Mine’s lease to the City of non-potable water for making ice at the Ice Park**

Councilor Funk made a motion 2:56 pm to take a brief recess and then move into executive session at 3:00 pm. Councilor Boyd 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 vote.

Executive session ended at 3:38 pm.

## **10. ACTION ITEMS**

### **e. Review and Direction Regarding Draft Ordinance 5, Series 2021 (Not First Reading) – Amending Municipal Code related to Accessory Dwelling Units**

Mr. Clarke presented in ordinance form, outlining options to for Council to choose before the official first reading of the ordinance.

Council discussed whether minimum lot size was an important regulation.

Josh Smith said there are current lots in the City where an ADU would fit that would be under the proposed 7,100 square feet minimum, so limiting lot size may eliminate otherwise suitable lots. Council discussed approving those lots by variance.

John Nixon asked what the criteria for approval would be. Because of the other requirements for the lot, Council decided not to limit the lot size and let the other rules limit whether an ADU would be permitted.

Council decided that 90-day minimum leases would be required. Mr. Nixon asked how that would be enforced. Mr. Clarke said his ideal is that each builder would sign an affidavit about the 90-day minimum leases, and trust that citizens would report any deviations.

Council decided 30 hours a week minimum was appropriate for at least one resident of the ADU, and that telecommuting would not qualify.

50 year deed restrictions would be issued in exchange for waiver of inspection and building permit fees, only to be removed if the owner paid building permit fees at the current rate when requesting removal of restrictions.

## **11. DISCUSSION ITEMS**

### **a. Potential Ballot Language for Possible Short-term Rental Taxation Referendum**

Mr. Clarke stated that he misspoke at the prior meeting about the state revolving fund loan terms; they are 30 year instead of 20, and the ballot language should be updated accordingly. Council and staff discussed how to arrive at the first year's estimated revenue that would be put in the ballot language, and decided to use prior year's increase percentage to predict 2022 revenues.

Mary Beth Miles, Chief Operating Officer of Premier Vacation Rentals, presented some statistics about short-term rentals in similar-sized towns in Colorado and the effect of a potential 15% tax increase in prices in the City, and believes that putting the brunt of the cost of the infrastructure costs on one industry is not favorable.

Dolgio Nergui questioned how the discussion started from lack of affordable housing, but has turned into funding for infrastructure, and believes it is unfair to put the burden of that on one small industry. With the ballot question tied to the state revolving fund loan, if the 15% excise tax has a considerable cooling effect on the short-term rental market, they City may not receive the money to pay back the loans.

Chris Bettin, CEO of Premier Vacation Rentals felt the ballot measure was unnecessarily punitive towards short-term rentals specifically.

### 13. ADJOURNMENT

Councilor Lindsey made a motion to adjourn at 5:03 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 August 16, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 2<sup>nd</sup> day of September, 2021.

\_\_\_\_\_  
Melissa M. Drake, City Clerk



**OURAY CITY COUNCIL SPECIAL MEETING  
SUMMARIZED MINUTES  
MONDAY AUGUST 23, 2021, 4:00 P.M.  
320 6<sup>th</sup> Ave – Massard Room**

Zoom Meeting for Non-participants:

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

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

- Electronic copies of the Council Packet are available on the City website at [www.cityofouray.com](http://www.cityofouray.com). A hard copy of the Packet is also available at the Administrative Office for interested citizens.
- Action may be taken in open session on any agenda item
- Notice is hereby given that a majority or quorum of the Planning Commission, Community Development Committee, Beautification Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

**1. CALL TO ORDER**

Mayor Nelson called the meeting to order at 4:01 pm.

**2. ROLL CALL**

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

Also present were City Administrator Silas Clarke, Public Works Director Joe Coleman, Police Chief Jeff Wood, and Administrative Accounting Clerk Julie Lancaster.

**3. The PLEDGE OF ALLEGIANCE was recited**

**4. ACTION ITEMS**

- a. Consideration and Possible Approval of Resolution 10, Series 2021 – Submitting to the Registered Electors at the November Election, a Ballot Question Regarding the Imposition of an Excise Tax of 15% on the Amount Charged for Short-Term Rentals, for the Purpose of Assisting to Pay the Future Debt for the Mandated New Wastewater Treatment Facility and Water Treatment Facility and to Create a Housing Fund to be Used to Provide Long-term, Workforce and/or Attainable/Affordable Housing Options**

City Administrator Clarke presented the resolution, as well as Councilor Lindsey's request to present how many short-term rental owners were local or out-of-state.

Councilor Funk made a motion to adopt Resolution 10 with corrections: 3<sup>rd</sup> whereas, after TABOR should be a space, 1<sup>st</sup> whereas on second page, comma after business, 2<sup>nd</sup> to last

whereas, change year to 2051, change ballot language to 2022 instead of January 1<sup>st</sup>, 2022.  
Councilor Lindsey seconded the motion.

Chris Bettin said the best rental in Ouray managed by his company, Premier Vacation Rentals, is occupied 38% of the time, but would be taxed as 100% commercial, which is a huge jump in tax dollars. He stated he reached out to each council member for a 15 minute phone call to discuss the issue, and only received one response from Councilor Funk. Mr. Bettin also stated he would seek legal remedies for the loss of business if the measure were to pass.

Mary Beth Miles, COO of Premier Vacation Rentals, also spoke against the measure, since she believed it would not “level the playing field”, but put an unnecessary burden on short term rental owners and managers, urging the council not to put the question on the ballot.

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 unanimous roll call vote.

**b. Consideration and Possible Approval of Resolution 11, Series 2021 – Authorizing the City Administrator to Execute Grant Applications of up to \$500,000 in Award**

Mr. Clarke presented the reason behind this request, saying there was a short notice grant issued that the City wanted to take advantage of, and this would allow Mr. Clarke to execute the grant application without council motion. This would not affect acceptance of the grants, only the application for them.

Councilor Lindsey made a motion to adopt Resolution 11. Councilor Funk seconded the motion.

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 unanimous roll call vote.

**c. Consideration and Possible Approval of Ouray Silver Mines Letter of Intent to Develop a Water Right for the use of the Ouray Ice Park**

The agreement would remove the Ice Park from the City’s drinking water supply. City would not be financially responsible, but owns the land that the Ice Park operates on.

Councilor Funk stated that if this moves forward, it would not take place in time for the upcoming ice season and the City would need to renew their water rights with OIPI in the meantime.

Councilor Funk made a motion to approve the letter of intent as presented. Councilor Lindsey seconded the motion.

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 unanimous roll call vote.

## 5. ADJOURNMENT

Councilor Lindsey made a motion to adjourn at 4:41 pm, Councilor Funk 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 August 23, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 2<sup>nd</sup> day of September, 2021.

\_\_\_\_\_  
Melissa M. Drake, City Clerk

City Administrator will provide a verbal project update.

## **August 26. Visitor Center report**

**We had a very successful visitor center open house/dedication of the renovated visitor center on August 13<sup>th</sup>.**

**We continue to see large number of visitors from numerous states. In one day recently, we had visitors from MO, MI, TN, TX, FL , MA, OK, NJ, IA, IN ,CA, NE, MD, CO. We have also had visitors from Scotland, Israel, France, England, Spain, Japan. The interesting side line is that visitors bring in with them previous years' visitor guides that they have kept in preparation for their trip.**

**We continue to see an equal amount of visitors interested in high country jeeping and hiking. We also continue to have a number of hikers who ask about the perimeter trail and want paper maps of the trail even if they have the all trails app. We have found errors in the trail information on the all trails app for many of our area trails that has resulted in confused hikers. We also had misinformation being given out by one area motel that told a hiker that Horsethief trail was part of the perimeter trail. It is not. The result was the hiker experienced chest pains on the trail. I contacted the motel and asked that in the future they please send hikers to the vc and we will be glad to assist them with the appropriate trail for that particular person.**

**We do have perimeter trail maps available for our early morning hikers on the outside of the visitor center for them to pick up. We learned last year, and the same is true for this year, the only visitors we have to the vc before we open at 10:00 are perimeter trail hikers. We also found last year that the visitor traffic dies after 200 pm. I have been here working on displays, after our 200 pm closure, and have had no more than five visitors after 200 pm.**

**We are getting phone inquiries as to the dates 550 will be potentially closed in September. I am in contact with San Miguel and they will inform me of the dates as soon as CDOT issues the permits.**

**We do have the pool autumn hours both posted on the window and inside the vc .**

**Our visitors continue to love the city map and the magazine put out by Ouray Plaindealer. Our visitors also like to pick up copies of the Colorado state maps and Colorado state guide.**

**We continue to receive compliments about the vc and how friendly and helpful our wonderful volunteers are. A shout out to Carlos for taking such good care of our flowers, which our visitors always comment on. Thanks to Kris Edder for keeping our vc and bathrooms clean and inviting. And thanks to Bev Martensen and Julie Lancaster for taking care of the printing of trail maps.**

**Paula Damke, Visitor Center Coordinator**

## **City of Ouray Police Department**

### **August 2021**

For the month of August 2021 OUPD ran approximately 412 calls for service.

These included:

- **161 Patrol checks** (includes safety patrols, directed patrols and security checks)
- **52 Parking complaints** (down from 114 in June and 99 in July)
- **12 Traffic Stops**
- **12 Bar checks**
- **10 Found or Lost Property reports**
- **9 VIN certifications**
- **9 Medical assists**
- **2 Thefts**

Our call volume shows a decrease from last month's total 458 calls for service and August 2020's total of 513. Most of the categories went down with the exception of medical assists which increased slightly.

#### **Upcoming Events:**

We will be assisting with the Imogene Pass Run on September 11th at 0730 AM.

Afterwards we will again be hosting the annual 9/11 memorial commemoration at City Hall beginning at 0830 AM. We will have speakers from the different first responder disciplines. This year marks the 20<sup>th</sup> anniversary of 9/11.

## Fire Department Report

8/30/21

4 training opportunities in the County for the month of April.

Side by Side should be completed in the next 2 weeks. Working on pick up details

8/5: Single Vehicle Rollover. 3 responded 1 hour

8/5: Motorcycle Accident MM88. 3 responded 1 hour

8/8: Person fell in flume. Extricated. 5 responded. 1 hour

8/17: Smoldering Fire off CR361. 7 responded. 1 hour

8/18: Smoke investigation CR14. 7 responded. 1.5 hours

8/23: Fire Alarm at school. 7 responded. 1 hour

8/26: Alarm Museum. 6 responded. 1 hour

8/30: Truck over edge at Mile Marker 91 on Hwy 550. 5 responded. 2 hours

## **Public Works August 2021 Update**

### **Water**

- Water Usage Numbers for **July**:
  - Influent (Water from spring) – 42,028,416 Gallons
  - Effluent (Water to town) – 26,256,227 Gallons
  - Hydro Plant – 5,165,316 Gallons
  - Mineral Farms – 258,600 Gallons
- Responded to a call about a water leak on private property. After investigating the leak, it was determined to be on the service line.
- Preventative maintenance checks on Pressure Regulating Valves (PRV's) throughout town.
- Repaired a water service line leak in the 600 block of Main Street.
- Continued taking chlorine residual readings at both entry points of the distribution system twice a day seven days a week. The City remains to be in compliance.
- Replaced a broken curbstop in the 300 block of Main Street.
- Water samples were collected from Weehawken Spring and Weehawken Creek.

### **Sewer**

- Removed multiple dead trees at the Wastewater Treatment Plant
- Continued to skim lagoons of debris as needed.
- Cleaned multiple aerators of debris.
- Duckweed Removal from Lagoon #2.
- Continued to sample for potentially dissolved copper in the influent and effluent wastewater streams.

### **Streets**

- The contractor for the EV Charging Station has completed all civil related work for the EV charger installation at the parking lot of the Hot Springs Pool. All conduit is in the ground, backfilled, chargers and equipment concrete pads are poured, and bollards have been set. It was ChargePoint's desire to complete this site before winter when they would normally install the chargers and pull wire at this point but EV Build, owner of the chargers, has decided they would prefer to wait to install these chargers until it looks like the utility will be able to provide power to the site. SMPA has said that it will be months before they can get a new transformer.
- Cleaned and graded area behind City Hall to improve drainage.
- Grade roads throughout town as needed.
- Cleaned intersections along Main St of rocks and debris after heavy rain events.
- Added material and graded the parking lot at Rotary Park.
- Cleaned and cleared storm drain along 6<sup>th</sup> Ave.
- Fence repair along the flume at Cascade Falls.
- Watered streets with water truck when time allowed.
- Hauled piles of limbs and brush from the Beautification committee along Oak Street.
- Cleaned up and hauled off old rotten hay bales at Ski Hill.



## **City Resources Department**

Hours of operation of the Hot Springs Pool have had to be reduced because of a shortage of lifeguards after the summer seasonal staff left to return to school. Recruitment efforts are ongoing with advertising in local and regional print media, online job sites, Colorado Parks and Recreation Association, banners, word of mouth, Facebook vignettes, Instagram, and other electronic media. Late summer and early autumn have been difficult staffing times in previous seasons, and more difficult in 2021 with the current workforce challenges. Regular autumn hours of noon to 9 pm on weekdays and 11 am to 9 pm on weekends will be reinstated as soon as additional staff is hired and trained. Customer Service Associate and Pool Maintenance Operator positions are also open at the Hot Springs Pool.

A session of evening swim lessons is currently in progress at the Hot Springs Pool.

Training, software set-up, and data migration for ActiveNet membership management and point of sale software will begin in September with a 'go-live' date yet to be determined in early October.

Software has been purchased to record maintenance and water control operations at the Hot Springs Pool. Prior to purchasing this software pool water records have been maintained on paper. This software supports electronic record keeping and will allow for improved reports and analysis by Hot Springs Pool staff.

Numerous events took place at City facilities in the past month. These include the Ouray Canyon Festival, Woman's Club Rummage Sale, Backyard Ultra, Ouray 100, family gatherings and receptions, as well as City and local government meetings. Upcoming events include a wedding reception at the Community Center, the Imogene Pass Run, Ouray Mountain Trail Run, Jeep Jamboree, and a geocache event. Assistance with these events is typically the responsibility of the Event and Communications Coordinator. Responsibility has been shared among City Resource staff while waiting for this position to be filled.

A list of City-wide parks and facilities maintenance needs is being developed. Tasks on this list will be prioritized for scheduling with tasks and projects included in the 2022 budget process. A Parks and Facilities Maintenance Operator has been hired. Start date is mid-September.

A proposal for GOCO funds to support a Southwest Conservation Corps youth camping crew to perform trail work at the Box Canon Falls has been submitted. Communities that are awarded funding will be notified in December 2021. Funding is for projects to occur in 2022. Youth crews with the Southwest Conservation Corps have successfully completed many projects with the City of Ouray and simultaneously provide local and regional youth with valuable experience with what is often their first job.

## Colorado Fermented Malt Beverage License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ _____ • Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a>			
1. Applicant is applying as a/an <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Corporation   <input type="checkbox"/> Individual         </div> <div> <input type="checkbox"/> Partnership (Includes Limited Liability and Husband and Wife Partnerships)   <input checked="" type="checkbox"/> Limited Liability Company         </div> <div> <input type="checkbox"/> Association or Other         </div> </div>			
2. Applicant(s) if an LLC, name of LLC or partnership, at least 2 partners' names; if corporation, name of corporation		FEIN	
TIP- Ouray Riverside Inn & Cabins, LLC		85-3171542	
2a. Trade Name of Establishment (DBA)		State Sales Tax No.	
Ouray Riverside Resort - Inn & Cabins		30569103	
3. Address of Premises (specify exact location of premises)		Business Telephone	
1804 N. MAIN ST		764-998-9888	
City	County	State	ZIP Code
OURAY	OURAY	CO	81427
4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
PO BOX 1360 / 1700 N. MAIN	OURAY	CO	81427
5. Email Address			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date
N/A			
<b>Section A Nonrefundable Application Fees</b>		<b>Section B Fermented Malt Beverage Beer License Fees</b>	
<input type="checkbox"/> Application Fee for New License \$1,550.00	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25		
<input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,650.00	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50		
<input type="checkbox"/> Application Fee for Transfer \$1,550.00	<input checked="" type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25		
	<input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50		
	<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25		
	<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50		
	<input type="checkbox"/> Master File Location Fee ..... \$25.00 x ..... To .....		
	<input type="checkbox"/> Master File Background ..... \$250.00 x ..... Total .....		
Questions? Visit <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information Do Not Write In This Space - For Department Of Revenue Use Only			
<b>Liability Information</b>			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total
			\$

<b>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?</b>	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>			
<b>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</b> (a) been denied an alcohol beverage license? (b) had an alcohol beverage license suspended or revoked? (c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>			
If you answered yes to 8a, b or c, explain in detail on a separate sheet				
<b>9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.</b>	<input type="checkbox"/> <input checked="" type="checkbox"/>			
<b>10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.</b>	<input type="checkbox"/> <input checked="" type="checkbox"/>			
<b>11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.</b>	<input type="checkbox"/> <input checked="" type="checkbox"/>			
<b>12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.</b>	<input checked="" type="checkbox"/> <input type="checkbox"/>			
<b>13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?</b> <input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:				
Landlord	Tenant	Expires		
<b>b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.</b>				
<b>c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</b>				
<b>14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</b>				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
N/A				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
<b>15. Name of Manager(s) for all on premises applicants.</b>				
Last Name	First Name	Date of Birth		
Perkins	JASON	7/26/70		
<b>16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
<b>17. Tax information.</b>				
Yes No				
<b>a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?</b>				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
<b>b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?</b>				
<input type="checkbox"/> <input checked="" type="checkbox"/>				

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name <b>Jason Perkins</b>	Home Address, City & State -	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.

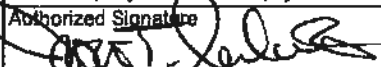
\*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

\*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

### Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title <b>Jason T. Perkins, Owner</b>	Date <b>7/30/21</b>
---	--	------------------------

### Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing - for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
---	--

Each person required to file DR 8404-I has been:

☒ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☐ Date of inspection or Anticipated Date \_\_\_\_\_

☒ Upon approval of state licensing authority

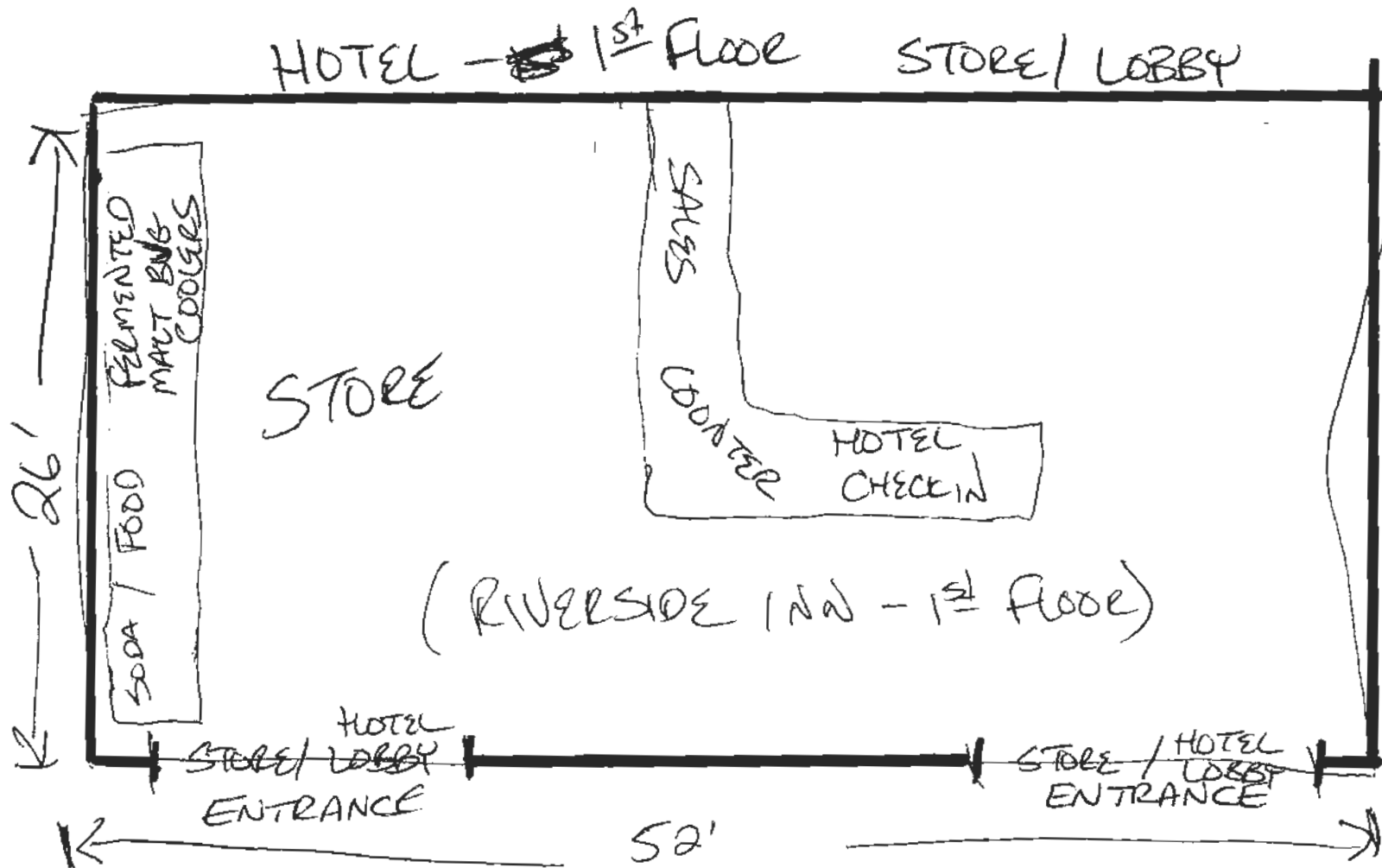
☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**


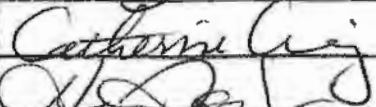

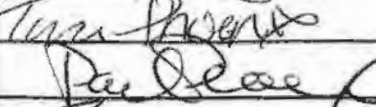
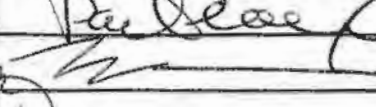







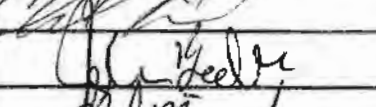
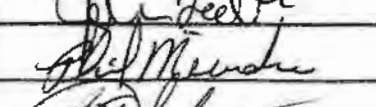
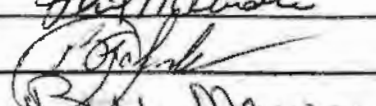
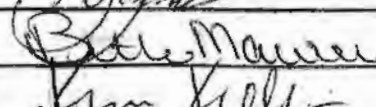
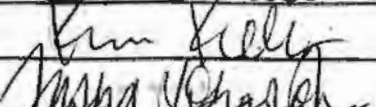
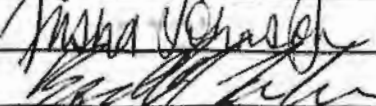

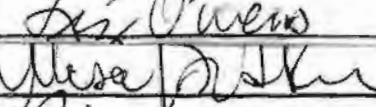




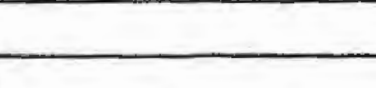

Local Licensing Authority for <b>CITY OF DURAY</b>		Telephone Number <b>970-325-7211</b>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

JTH - Ouray Riverside Inn & Cabins  
DBA: OURAY RIVERSIDE RESORT - INN & CABINS  
1804 N. MAIN ST. OURAY CO. 81427



HWY 550

I, the undersigned, as a resident of the City of Ouray, do hereby state my support for the issuance of a Fermented Malt Beverage Off-Premises Liquor License to Ouray Riverside Inn & Cabins, 1804 Main Street, owned by JTP -Ouray Riverside Inn & Cabins LLC. As grounds for my support, I state that as a resident of Ouray I desire to have the sales of alcohol available at this location. I understand that this business would be required to comply with all Colorado State Liquor License Regulations. I further state that it is my belief that the reasonable needs and desires of the residents of the City of Ouray would be met by licensing the sales of alcohol at 1804 Main Street, Ouray.

NAME	SIGNATURE	STREET ADDRESS IN OURAY
Cristian Valenzuela		
Catherine Craig		
Heidi Forbes		
Tara Phoenix		
Parker Phoenix		
MARY JO FUNKHOUS		
Don Funkhaus		
June Kirchner		
JOHN DRAPER		
Wes Patterson		
GREGORY TRUSLER		
Tom Puller		
Amy Scott		
CHAD KIBEL		
John Fedel		
Phil Meinders		
Barb Clark		
Bette Maurer		
Kim Kelly		
Trisha Johnson		
BRAD JOHNSON		
Liz Owens		
Alisa BOOKER		
Jill Schen		
Philip Dyne		
Darlene Dyne		

As a Ouray business owner, I hereby state my support for the issuance of a Fermented Malt Beverage Off-Premise Liquor License to Ouray Riverside Inn & Cabins, 1804 Main Street, owned by JTP Ouray Riverside Inn & Cabins LLC. As grounds for my support, I state that as a business owner, I believe that Ouray Riverside Inn & Cabins, 1804 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of fermented malt beverages at the Ouray Riverside Inn & Cabins will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Marc Hitchcox

Business Ouray Emporium

Business Address 612 Main St.

Signature Marc Hitchcox

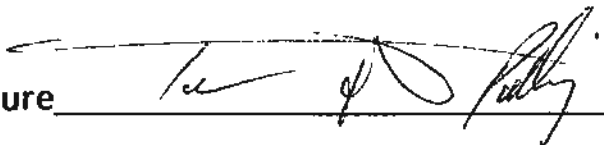
Date 7/30/21

As a Ouray business owner, I hereby state my support for the issuance of a Fermented Malt Beverage Off-Premise Liquor License to Ouray Riverside Inn & Cabins, 1804 Main Street, owned by JTP Ouray Riverside Inn & Cabins LLC. As grounds for my support, I state that as a business owner, I believe that Ouray Riverside Inn & Cabins, 1804 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of fermented malt beverages at the Ouray Riverside Inn & Cabins will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Ted Pullig

Business Ouray Dog Co

Business Address 1900 Main St. 7B

Signature 

Date August 3, 2021



As a Ouray business owner, I hereby state my support for the issuance of a Fermented Malt Beverage Off-Premise Liquor License to Ouray Riverside Inn & Cabins, 1804 Main Street, owned by JTP Ouray Riverside Inn & Cabins LLC. As grounds for my support, I state that as a business owner, I believe that Ouray Riverside Inn & Cabins, 1804 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of fermented malt beverages at the Ouray Riverside Inn & Cabins will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Amy Scott

Business The Yankee Girl

Business Address 630 Main St

Signature Amy Scott


Date 8/4/21

As a Ouray business owner, I hereby state my support for the issuance of a Fermented Malt Beverage Off-Premise Liquor License to Ouray Riverside Inn & Cabins, 1804 Main Street, owned by JTP Ouray Riverside Inn & Cabins LLC. As grounds for my support, I state that as a business owner, I believe that Ouray Riverside Inn & Cabins, 1804 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of fermented malt beverages at the Ouray Riverside Inn & Cabins will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name 

Business 

Business Address 1600 Main

Signature 

Date 8-4-21

As a Ouray business owner, I hereby state my support for the issuance of a Fermented Malt Beverage Off-Premise Liquor License to Ouray Riverside Inn & Cabins, 1804 Main Street, owned by JTP Ouray Riverside Inn & Cabins LLC. As grounds for my support, I state that as a business owner, I believe that Ouray Riverside Inn & Cabins, 1804 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of fermented malt beverages at the Ouray Riverside Inn & Cabins will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Lorah Carrie

Business The Shaggy Coo

Business Address 505 Main St., Ouray

Signature Lorah Carrie

Date 8/4/21

As a Ouray business owner, I hereby state my support for the issuance of a Fermented Malt Beverage Off-Premise Liquor License to Ouray Riverside Inn & Cabins, 1804 Main Street, owned by JTP Ouray Riverside Inn & Cabins LLC. As grounds for my support, I state that as a business owner, I believe that Ouray Riverside Inn & Cabins, 1804 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of fermented malt beverages at the Ouray Riverside Inn & Cabins will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name AWAY CARRIO.

Business THE BURNING ARS TRADING CO.

Business Address 725 MAIN STREET, OURAY, 81427

Signature 

Date 08/04/21.

**AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF OURAY AND  
WASTE MANAGEMENT OF COLORADO, INC.**

THIS AMENDMENT TO AGREEMENT (the "Amendment") is entered into this August 17, 2021 by and between the City of Ouray, Colorado (the "City") and Waste Management of Colorado, Inc. ("WM") (collectively, the "Parties").

WHEREAS, on or about January 1, 2019, the Parties entered into a Service Agreement (the "Agreement") under which WM provides curbside refuse and recyclables collections to residents of the City; and

WHEREAS, the Parties wish to modify the dates of the twelve month review period for purposes of annual CPI adjustments to WM's Rates.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

1. Exhibit B (Fee Schedule). Section 1 of Exhibit B is hereby replaced by the following:

Annual CPI Increases. Commencing on the date which is one (1 ) year after the Effective Date, and on the same date annually thereafter (the "Adjustment Date"), the Contractor rates set forth above (the "Rates"), as adjusted hereunder, shall be automatically adjusted by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous August 31 (compared to the average CPI for the next previous 12-month period ending August 31). At least thirty (30) days prior to the Adjustment Date, Contractor shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefor. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

2. Validity of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect.

[Signatures on following page]

CITY OF OURAY, COLORADO

By: \_\_\_\_\_  
Name: Greg Nelson  
Its: Mayor

Attest: \_\_\_\_\_  
Melissa M. Drake  
City Clerk

WASTE MANAGEMENT OF COLORADO, INC.

By:   
Name: Curtis Gardner  
Its: Public Sector Solutions Manager

## CITY OF OURAY

### Service Agreement

THIS SERVICE AGREEMENT (the "Agreement") is entered into effective January 1, 2019 (the "Effective Date"), by and between:

The City of Ouray, a Colorado municipal corporation (the "City"); and,

Waste Management of Colorado, Inc. (the "Contractor" or "Waste Management").

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as Exhibit A (the "Services").

2. TERM OF AGREEMENT. The term of this agreement shall begin on the Effective Date and continue through December 31, 2023, with one automatic extension of five years unless either party gives the other at least 180 days' advance written notice of its intention to terminate the Agreement at the end of the initial term. The term of this Agreement is subject to the provisions of Section 12 of this Agreement.

3. FEES FOR SERVICES. In consideration of the Services to be performed pursuant to this Agreement, the City will pay the Contractor according to the Fee Schedule attached and incorporated as Exhibit B.

4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice monthly to the City describing the Services rendered. The City shall be given access to records reasonably necessary to verify Contractor's invoices. The City shall pay Contractor invoices within thirty (30) days of receipt unless the Services or the documentation therefor is unsatisfactory; City shall promptly notice Contractor of any perceived unsatisfactory Services or documents so that Contractor may promptly address. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefore.

5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City representative.

6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of the City. Nothing in this Agreement shall constitute or be construed as a creation of a partnership or joint venture the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this Agreement: the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this Agreement. The Contractor will pay all federal and state income tax on any moneys paid pursuant to this Agreement.

7. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this Agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this Agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.

7.1 The Contractor shall procure and maintain the minimum insurance coverages listed below.

- (a) Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this Agreement.
- (b) Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000).

7.2 The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

7.3 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.

7.4 The Contractor shall be responsible for any deductible under any policy required above.

8. DEFAULT AND TERMINATION. Except when due to a Force Majeure event, the failure of either party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching party shall be in default. In the event of default, the non-defaulting party shall give written notice to the other party of the default, and the defaulting party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting party fails to cure the breach within the allotted time, the non-defaulting party may, at its option, immediately terminate the Agreement by written notice to the defaulting party. In the event of a default, the defaulting party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

9. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, COLO. REV. STAT. § 24-10-101, *et seq.*



10. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor, or any other person for which Contractor is responsible. The obligation of this paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City, its officers, or its employees.

11. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to COLO. REV. STAT. § 8-17.5-101, *et seq.*, the Contractor certifies the following:

11.1 Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

11.2 Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

11.3 The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c)).

11.4 Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

11.5 If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.6 The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to 8-17.5-102(5).

11.7 If the Contractor violates these illegal alien provisions, the City may terminate this Agreement for a breach of contract. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. The City will notify the Office of the Secretary of State if the Contractor violates these provisions and the City terminates this Contract for that reason.

12. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any primary duties arising under this Agreement without the prior written consent of the City.

13. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this Agreement shall be subject to the annual appropriations of money. If payments are not appropriated for any fiscal year, then this Agreement shall terminate. This Agreement shall not be construed to be a financial obligation extending beyond \_\_\_ fiscal year, or a general obligation debt of the City. If termination is required due non-appropriation, then City shall provide thirty (30) days written notice to Contractor.

14. NOTICE. Notice required by this Agreement shall be sent first class mail to the following addresses:

City of Ouray  
Attn. City Administrator  
P. O. Box 468  
Ouray, CO 81427

Waste Management of Colorado, Inc.  
Attn. Public Sector Sales Director  
222 S. Mill Ave., Suite 333  
Tempe, AZ 85281

15. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of public places and safety of persons and property.

16. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this Agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this Agreement.

17. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this Agreement.

18. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.

19. SEVERABILITY. If any part, term, or provision of this Agreement is held by a court to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the state of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this Agreement and venue shall be in Ouray County, Colorado.

21. WAIVER. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

23. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this Agreement may be provided through facsimile transmission. The signature of a party to this Agreement supplied by facsimile transmission shall be as binding as an original.

24. PRONOUNS. Wherever in this Agreement words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Agreement words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

IN WITNESS WHEREOF, the City and the Contractor have signed this Agreement effective the day and year first written above.

CITY OF OURAY

By: Pamela J. Larson  
Print: PAMELA J. LARSON  
Title: MAYOR

WASTE MANAGEMENT OF COLORADO, INC.

By: Scott A. Bradley  
Print: Scott A. Bradley  
Title: President

## **EXHIBIT A**

### **Scope of Contractor Services**

Contractor shall provide weekly curbside refuse collection and weekly recyclables collection to all residences within the City. Collections shall be on Wednesdays unless impacted by a holiday during the week. Commercial refuse accounts are excluded from this agreement as well as multi-family residences who choose to be excluded as defined in City Code Section 12-1.

Contractor will provide 64-gallon animal-resistant carts to residents that do not have an enclosed structure. For those residents that have an enclosure, WM will provide one or two 32-gallon carts, depending on customer preference. Customers will be responsible for placing carts at the curbside on pick-up day. Contractor shall also be responsible for furnishing each residential unit with one (1) 18-gallon container for recyclables, which customers will place at the curbside on pick-up day. Definition of animal resistant carts and enclosures provided below.

#### **Animal-Resistant Container Specifications:**

Definition of Animal-Resistant - Animal-resistant refuse cans and animal-resistant refuse containers means a fully enclosed container that can be constructed of pliable materials, but must be reinforced to deter access by wildlife. The container must employ a sturdy lid that has a latching mechanism preventing access to its contents by wildlife. Wildlife Resistant Containers must meet the standards of testing by the Living With Wildlife Foundation and a "passing" rating by the Interagency Grizzly Bear Committee (IGBC) as bear resistant for 60 minutes.

All common dumpsters shall be animal-resistant. Animal-resistant dumpster enclosure means an enclosed structure consisting of four (4) sides and a secure metal door or cover, which shall have a latching device of sufficient design and strength to prevent access by wildlife.

Containers meeting these specifications shall be delivered to all customers by June 28, 2019.

**Holiday Scheduling** - Contractor will observe the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of these holidays occur on a collection day, the service will be delayed and resumed one day later for the remainder of the week and may include a Saturday collection as the holiday dictates.

**Service Flexibility** - Contractor will provide consistency and dependability in its pickup schedule. Changes in regular collection routes or schedules may be requested, as needed, to maintain efficiency and productivity. Routing and scheduling changes will be made only where necessary to provide consistent quality service upon commencement of Contractor service and as the City continues to grow. Contractor will review and seek approval for any proposed day changes with the City at least 30 days prior to changes being made and will communicate any necessary changes to residents using the most appropriate method(s) including City offered information distribution system(s).

Contractor shall pick-up no more than one (1) 64 gallon trash can, or two (2) 32-gallon trash carts once each week for each dwelling unit and two (2) 18-gallon recyclables container every week for each dwelling unit. Customers may request additional containers per fee schedule in Exhibit B. Fees for additional carts will be billed by the City on contractors behalf.

Contractor shall provide commercial containers for City operated facilities according to Exhibit B. Services at these locations that exceeds what is listed in Exhibit B, will be subject to additional fees to be negotiated with the City.

Contractor shall provide the City special events services as listed in Exhibit B. Services at these locations that exceeds what is listed in Exhibit B, will be subject to additional fees to be negotiated with the City.

Contractor will own all containers provided to customers hereunder. Contractor shall replace, at no charge to the customer, any container that becomes damaged or destroyed during the provision of the collection services, or that becomes unusable due to ordinary wear and tear. However, if a container in the possession of a customer is lost, stolen, damaged, or destroyed through no fault of Contractor, the customer shall be responsible to compensate Contractor according to Exhibit B.

Contractor will provide the City with a semi-annual report that provides estimates on the City's recyclables tonnage. Furthermore, Contractor will translate this information into positive environmental impacts for the City specifically, including landfill diversion rates.

All refuse and recyclables, upon being removed from the customer's premises, shall become the property of Contractor.

### **Customer Services and Public Education and Outreach**

Contractor acknowledges that education and public awareness are essential elements of efforts to achieve recycling goals. Accordingly, the Contractor and the City will implement a public education program to expand public and Customer awareness concerning the necessity for methods of reducing, reusing, and recycling waste materials. The Contractor will cooperate fully with the City in this regard, provided that Contractor shall not be required to expend more than \$1,500 per contract year on these efforts, without obtaining additional compensation from the City.

The City shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs, with the assistance and cooperation of the Contractor. The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing ongoing recycling promotions, education and outreach programs, at the direction of the City.

The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. Each fall, the Contractor shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, preparation, container and other service requirements, contact information, inclement weather and other policies and other useful customer information.

The Contractor shall develop, print, or email and periodically update and maintain sufficient quantities of new customer information materials, the format and content of which shall be subject to prior review and approval by the City, which shall not be unreasonably withheld and must be reviewed within two weeks. Upon approval, materials shall be mailed or emailed to every new customer prior to the customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection day, Contractor customer service information and contact information. Materials shall be available in accessible and alternative language formats upon request.

### **Missed Pickups**



Contractor's customer service center is equipped with the latest technology for immediate access to customer service information and direct communication with our drivers. Missed pick-ups and service complaints are permanently logged with the customer's information and the nature of the complaint for reference and follow-up. Our system allows us to track customer issues by driver and route so that recurring service issues can be identified and corrected. A summary of resolution will be provided to the City upon request. It is standard procedure for our drivers to call in at the end of each day to check for missed pick-ups. If there is a miss identified before 12:00 pm, the driver will return to collect the waste prior to the end of the day; otherwise, it will be the following work day.

### Overage -

Contractor is not obligated to collect Overage, unless caused by Contractor spillage of non-overloaded containers during collection. "Overage" is defined as (i) refuse or recyclables exceeding its container's intended capacity such that the container's lid is lifted by at least ten inches (or would be lifted by at least ten inches if there was a lid), or (ii) refuse or recyclables placed on top of or in the immediate vicinity of the container.

If Contractor elects to collect Overage, it may charge the customer an Overage Rate of \$25.00 for carts and \$75.00 for bins; provided, however, Contractor must have photographic evidence of the Overage (which will be provided to the customer upon request). If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., refuse or recyclables), and Contractor has photographic evidence of each instance, Contractor may increase the customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such customer according to the increased service level.

Overweight Containers. The Contractor may refuse to collect any refuse or recyclables container which the Contractor reasonably believes to be overweight. A cart shall be considered "overweight" if the total weight of the container and contents exceeds two times the volume capacity of said cart (e.g., 192 pounds for a 96-gallon cart). The Contractor shall provide notification to the customer regarding each instance of non-collection.

### Specifications for Recyclables

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
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Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

### **DELIVERY SPECIFICATIONS:**

Materials placed by customers for collection may not contain more than 10% Non-Recyclables or any Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Contractor may reject in whole or in part, or may process, in its sole discretion, materials not meeting the specifications, including wet materials, and customers shall pay Contractor for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclables which charges may include an amount for Contractor's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge as provided in this Agreement.

Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

\* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Contractor, which may be withdrawn.

### **RECYCLABLES CONTAMINATION:**

Contractor is not obligated to collect recyclables containers or bagged materials which are Contaminated. For purposes of this Agreement, contained Recyclables are "Contaminated" when, based on visual inspection, (i) they have more than 10% non-Recyclables (volume or weight) or any amount of Excluded Materials. If Contractor

elects to not collect Contaminated materials, it shall notify the customer (e.g., email, text, telephone, or container tag).

Due to increasingly stringent quality standards in the recycling marketplace, it is imperative that the materials Contractor collects has minimal levels of contamination. We have found that a Contamination Fee is the most effective means of training customers to properly recycle. Therefore, if Contractor elects to collect Contaminated materials, it may charge the customer a Contamination Fee of \$25.00, provided, however, Contractor must have photographic or video evidence of the Contaminated materials. Evidence of contamination will be provided to customer upon request. The Contamination Fee will be adjusted each year pursuant to Exhibit B (Annual CPI Adjustment).

Contractor may dispose of Contaminated materials it elects to collect. If there have been more than three instances of Contaminated materials in any 12-month period, and Contractor has record of this, Contractor may (i) discontinue such service and remove the recycling container, (ii) deliver additional or larger Refuse container(s) or increase the frequency of collection, and (iii) charge the customer the Rate for the additional or larger Refuse container(s). After one year, if service is discontinued, the customer may petition City to reinstate such service, in which case they must pay the container redelivery fee set forth in the rate exhibit.



**EXHIBIT B**  
**Fee Schedule**

<b>One Time a Week Trash and Recycling Services</b>	
Waste: Multiple Residential Units utilizing a common 1 cubic yard animal-resistant dumpster	\$ 50.13
Waste: Multiple Residential Units utilizing a common 2 cubic yard animal-resistant dumpster	\$ 58.75
Waste: Multiple Residential Units utilizing a common 3 cubic yard animal-resistant dumpster	\$ 76.25
Waste: Each Single Family Residential Unit – animal-resistant poly cart(s) up to 64 gallons	\$ 18.95
Waste: 96 Gallon animal-resistant carts - only 10 customers have those containers at time of RFP; those customers will be grandfathered in and no additional 96 gallon containers will be serviced	\$ 20.95
Recycling: Each Single Family Residential Unit – 18-gallon recycle bin (up to two bins)	\$ 6.75
Waste: Extra container for Single Family Residential Unit – up to 64 gallons	\$ 7.50
Recycling: Extra Single Family Residential Unit – 18-gallon recycle bin (over 2 bins)	\$ 3.25

<b>Container Replacement Costs*</b>	
18 Gallon Tote (only the first tote is free)	\$ 10.00
32-gallon refuse container	\$ 50.00
64-gallon animal resistant poly cart	\$165.00

\* Replacement cost is if cart is lost, stolen, damaged or destroyed through no fault of Contractor.  
Replacement Cart is subject to delivery fee.

<b>Ancillary Fees</b>	
Delivery Fee for replacement cart or extra container	\$ 25.00
Contamination Fee	\$ 25.00
Residential Overage Fee	\$ 25.00
Commercial Overage Fee	\$ 75.00

<b>City Facilities</b>	
Public Works: Two 2yd containers 1x/week, Two 6yd 2x/week	\$0.00
Hot Springs Pool: 6yd container 1x/week	\$0.00
City Hall/Community Center: One 6yd 2x/week	\$0.00
Box Canon Falls Park: One 3yd 1x/week May thru October	\$0.00
Wastewater Treatment Facility: One 2yd/on-call (estimated six times per year)	\$0.00

<b>Events</b>	
Spring Clean-up (April/May): Three 30yd roll-offs, one e-recycling dumpster*	\$0.00
Women's Club Rummage Sale (June): One 6yd dumpster - 4-5 days	\$0.00
July 4 Fellin Park: One 6yd dumpster - 2-4 days	\$0.00
July 4 Community Center (Breakfast/Ourayce): One 6yd dumpster, - 2-4 days	\$0.00
Imogene Pass Run (September): One 6yd, stays thru labor day weekend	\$0.00

**\*Electronic Waste Recycling At Spring Clean up** - Contractor will provide the City during the spring clean up a locked storage box and a list of acceptable items. Once full, Contractor will remove and process the container. Contractor will provided an updated price list for each item annually before the event. The City will remit those fees collected to WM after the event.

<b>Business Service</b>	
Cardboard 30 yards roll off – Limit 12 per year*	\$0.00
Extra Roll-off - Does not include disposal	\$342.50

\*Extra Roll-off fee applies for any roll-offs provided that are not on fee schedule or in excess of those on fee schedule

Current Rate for Landfill Tipping Fees per ton	\$ 58.51
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1. **Annual CPI Increases.** Commencing on the date which is one (1) year after the Effective Date, and on the same date annually thereafter (the "Adjustment Date"), the Contractor rates set forth above (the "Rates"), as adjusted hereunder, shall be automatically adjusted by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous October 31 (compared to the average CPI for the next previous 12-month period ending October 31). At least thirty (30) days prior to the Adjustment Date, Contractor shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefor. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.
2. **Tipping Fee Adjustment.** The Rates shall be increased due to landfill tipping fee increases. As of the Effective Date of this Agreement, the tipping fee is \$58.51 per ton. Contractor will provide documentary evidence of the tipping fee rate change and other information as necessary to calculate changes in the Rates appropriate to pay for the increase in tipping fees. Such information must be adequate to determine what percentage of costs are represented by tipping fees.
3. **Extraordinary Adjustments.** The Rates are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the Annual CPI Adjustment provided by Section 1 above, the Rates shall, upon written request of Contractor, be further adjusted, on an interim basis, to fully capture increased expenses and lost revenue associated with performance of the services hereunder due to any one or more of the following causes:
  - a. Force Majeure events;
  - b. Change in Applicable Law that is effective after the execution date of this Agreement;

- c. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Contractor services;
- d. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or
- e. Other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests a Rate adjustment pursuant to this Section, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with applicable law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall approve all properly calculated Rate adjustments within ninety (90) days of Contractor's request. Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the interim Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

For purposes of this Section, the following definitions apply:

"Applicable Law" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to Contractor facilities and performance under this Agreement.

"Force Majeure event" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

## BoardBook Premier™ Subscription Agreement

This BoardBook Premier™ Subscription Agreement (“Agreement”) is by and between the Texas Association of School Boards, Inc. (“TASB” or “Supplier”) and the below-named customer (“Subscriber”). The Agreement consists of (a) the **Order Form**, executed by Subscriber; and (b) the **General Terms and Conditions** (v.TASB.05/01/2020), attached and incorporated by reference as Exhibit A. (All undefined capitalized terms herein shall have such meaning as described in the General Terms and Conditions.)

### ORDER FORM

#### BoardBook™ Premier Product Level

Written product subscription is attached or available upon request. Entity \_\_\_\_\_

#### Initial Term<sup>(a)</sup>

Actual Dates

Sept. 1, 2021 - Aug. 31, 2022

#### Initial Term Cost<sup>(b)</sup>

USD

\$ 4,000.00

#### Renewal Term<sup>(a)</sup>

Month/Day –Month/Day

Sept. 1, 2022 - Aug. 31, 2023

#### Renewal Term Cost<sup>(b)</sup>

USD

\$ 4,000.00

<sup>(a)</sup> A subscription term, whether initial or renewal, cannot exceed a year. An initial term may include Subscriber’s migration from BoardBook Classic™ to BoardBook Premier™. Unless otherwise agreed in writing, any cost quote for a renewal term applies to the first renewal only. Subsequent renewal terms are subject to price adjustment, as permitted by the Agreement.

<sup>(b)</sup> Unless otherwise extended in writing by TASB, price quotes will expire after 90 days if not accepted.

#### Subscriber Coordinator Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### Subscriber Billing Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned parties accept and agree to be legally bound by the entire BoardBook Premier™ Subscription Agreement and the persons executing this Agreement agree that they are fully authorized to enter into this Agreement. If Subscriber is eligible for Active, Associate, or Affiliate Membership within TASB, membership is a condition precedent to entering into this Agreement.

Except as otherwise provided by the General Terms and Conditions, this Agreement can only be modified by a separate written instrument executed by the parties; any unilateral change or insertion by

Subscriber will be deemed void and unenforceable. Subscriber's payment and use of the product will be treated as acceptance of this Agreement if the Agreement has not been fully signed by the parties.

**ACCEPTANCE BY SUBSCRIBER:**

**Subscriber Entity:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Purchase Order Number *(optional)*: \_\_\_\_\_

TASB Member? (Active/Associate/Affiliate)      Yes or      No

Governmental entity?      Yes or      No      Sales Tax Exempt?      Yes or      No

If yes, provide a copy of your Sales Tax Exemption Certificate.

*(Note: Nebraska, Oklahoma, South Dakota, and Tennessee customers will be referred to the appropriate supplier.)*

**ACCEPTANCE BY SUPPLIER:**

**Texas Association of School Boards, Inc.**

\_\_\_\_\_  
Dianne Gorvin  
Director, BoardBook Division

\_\_\_\_\_  
Date

***Signed Order Form may be returned by:***

Email: [boardbook@boardbook.org](mailto:boardbook@boardbook.org)  
Fax: 512.467.3658  
U.S. Mail: Texas Association of School Boards  
Attn: BoardBook  
P.O. Box 400  
Austin, TX 78767-0400

## Exhibit A — BoardBook Premier™ General Terms and Conditions

WHEREAS, the Texas Association of School Boards, Inc. (“**TASB**” or “**Supplier**”) is the lead supplier of BoardBook® services, including BoardBook Premier™, (collectively “**BoardBook**”) and makes BoardBook available under these General Terms and Conditions (the “**GTC**”); and

WHEREAS, customer (“**Subscriber**”) accepts the GTC as evidenced through its execution of the BoardBook Premier™ Subscription Agreement (“**Agreement**”);

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, TASB and Subscriber (also referred to as “party” or “parties”) agree as follows:

1. **Product.** BoardBook is a paperless meeting application used to create electronic meeting agendas and assemble board meeting materials. As a Software-as-a-Service (SaaS) product, BoardBook is internet-based and web-hosted. BoardBook is offered at different product levels, and the range of features and options vary based on the product selected by Subscriber. BoardBook is delivered through Supplier, in conjunction with one or more third-party affiliates.

2. **Access and Use.** Subject to the terms and conditions of this Agreement, Subscriber is granted a limited, non-exclusive, non-transferable right to access and use BoardBook for its internal business use only, to the degree and extent permitted by the product-level subscription ordered.

### 3. Intellectual Property.

(a) Except for the limited access and use rights granted herein, Subscriber acknowledges and agrees that it has no right, title, or interest in and to the BoardBook® and BoardBook Premier™ trademarks, service marks, tradenames or software application, including its programming codes, documentation, interfaces, sequences, or derivatives thereof (collectively the “**BoardBook IP**”). Subscriber acknowledges that the BoardBook IP includes trade secrets and proprietary information owned or under the legal rights of Supplier and other third parties and that such BoardBook IP is subject to the protection of federal and state copyright laws, as well as other laws protecting intellectual property and trade secret information. Subscriber will not directly or indirectly allow any of its users or third-parties to copy, modify, reverse compile, disassemble, reverse engineer, assign, rent, sublicense, or distribute all or any portion of the BoardBook IP. To the extent any design improvement or modification is made to the BoardBook IP at the suggestion or request of Subscriber, Subscriber hereby disclaims any right, title, or interest to such change, beyond the access and use rights otherwise granted herein, and assigns same to Supplier (or the third party designated by Supplier) without any right or claim to payment or consideration therefor.

(b) In the event of any claim or proceeding against Subscriber alleging that the BoardBook IP, as provided through this Agreement, infringes on the rights of any third party, Supplier will indemnify Subscriber, provided that Subscriber promptly notifies Supplier in writing and grants Supplier full authority to defend and settle such matter. Supplier shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, Supplier shall not be liable or responsible for any content uploaded or entered into BoardBook by Subscriber or any of its users.

4. **Technical Support.** Supplier will provide Subscriber with online or telephone-based technical support during its normal and customary business hours (U.S. Central Time), which times may be posted on the BoardBook website. Upon the initial activation of a BoardBook account, Supplier will provide at least one remote training session up to two (2) hours in length. Supplier will not be responsible for supporting non-BoardBook software applications installed on Subscriber’s computers or network. In the

event that Subscriber requires legal advice on any issue, including but not limited to the content of meeting agendas, Subscriber must consult its duly appointed legal advisor. No attorney-client relationship is established under this Agreement.

## **5. Subscriber Data.**

(a) Content uploaded or entered into the BoardBook application by or through Subscriber shall be deemed the property of Subscriber ("**Subscriber Data**"). Depending on the BoardBook subscription Subscriber Data may include, but is not limited to, (i) account credential information (e.g., email addresses, etc.); (ii) meeting agendas, minutes, supporting documents, and resource files; and (iii) policies, procedures, manuals, or similar content. Subscriber understands that BoardBook is NOT intended to serve as a repository for highly sensitive information, including personally identifiable information (e.g., Social Security numbers, medical or diagnostic information, credit card or bank information, student records, etc.). Thus, Subscriber will exercise due care and discretion in the content it uploads in BoardBook.

(b) Nothing in this Agreement grants Supplier any proprietary rights to Subscriber Data, except that Subscriber hereby grants Supplier a royalty-free, perpetual, irrevocable, and non-exclusive right and license, under its rights in the Subscriber Data, to use, copy, modify, display, archive, store, publish, transmit, distribute, and reproduce, and to create derivative works from, any and all Subscriber Data for the limited purpose of carrying out their duties under this Agreement. Moreover, as to Subscriber Data posted on BoardBook platforms that are open to the general public, Supplier may access and use such content for any and all legitimate business purposes, subject to any copyright or other legal restrictions related thereto. It is understood that any access and use of public-facing Subscriber Data shall be at Supplier's sole risk and that Subscriber shall not be held responsible for Supplier's use thereof.

(c) BoardBook is not intended to serve as Subscriber's permanent data storage facility. Subscriber is responsible for archiving Subscriber Data that must be retained onto a platform or location outside of BoardBook. Although Supplier aims to maintain Subscriber Data for a rolling period of at least five (5) years, no guaranty is made that Subscriber Data always will be available for such length of time. Upon termination of this Agreement, Subscriber shall have access to Subscriber Data for a period of 30 days, after which point Subscriber Data shall be subject to deletion. Upon request, Supplier will cooperate with Subscriber in transferring or converting Subscriber Data into a useful format, within the capabilities and limitations of the BoardBook technology; however, no promise is made that Subscriber Data will be transferred in any particular format.

## **6. Confidentiality.**

(a) Except as otherwise provided in this Agreement, Supplier agrees to treat Subscriber Data as Subscriber's proprietary confidential information. To the fullest extent authorized by law, Subscriber agrees to treat the BoardBook IP as Supplier's proprietary confidential information. Notwithstanding the foregoing, either party may disclose the other party's confidential information (the "source party") where required by law or regulation, but only to the extent and for the purpose of such required disclosure, after providing the source party with advance written notice when legally possible, such that the source party is afforded the opportunity to pursue its legal rights.

(b) The parties recognize and agree that money damages are an inadequate remedy for any breach of confidentiality and further recognize that any such breach would result in irreparable harm to the source party. Therefore, in the event of breach, it is agreed that the source party may seek injunctive relief to enjoin such activity, without need of posting bond or other financial security, in addition to seeking other available remedies.



## **7. Account Use/Operation.**

(a) Account access to BoardBook is limited to Subscriber's authorized users in accordance with the product subscription. (Authorized users have log-in credentials.) Subscriber is responsible for maintaining the confidentiality of its account access credentials and passwords and will immediately notify Supplier of any known unauthorized access or use. Subscriber is responsible for ensuring that its authorized users comply with all terms and conditions of this Agreement. Upon request of Supplier, Subscriber will designate a primary account contact and will notify Supplier of any change thereto.

(b) The obligation of Subscriber to conduct its board meetings in accordance with applicable law and policy, including any open meetings law, resides entirely with Subscriber. It is also Subscriber's sole obligation under this Agreement to ensure that it has all legal rights and permissions required to upload, store, copy, and display Subscriber Data in BoardBook and that Subscriber Data is accurate and complete. Subscriber is solely responsible for determining who has access to view, copy, download, or otherwise access Subscriber Data and for managing rights to access Subscriber Data, including account-level access credentials. Supplier is not responsible or liable to any third party for the content or accuracy of any Subscriber Data posted or stored by or through Subscriber. Subscriber agrees that it will not use BoardBook to communicate or place any message or content that (i) is harassing, defamatory, or obscene; (ii) infringes on the intellectual property rights, including copyrights, of others; (iii) contains an image, likeness, or audio or visual recording of an individual without permission to do so, or that violates any privacy rights of any individual; (iv) contains software viruses or any other codes, files, or programs designed to damage or disrupt any software, hardware, or equipment; or (v) otherwise gives rise to civil or criminal liability. Supplier shall have the right to immediately suspend account access, without right of partial refund, if it determines this provision of the Agreement has been breached. Consistent with its rights and responsibilities under the Digital Millennium Copyright Act, Supplier hereby provides notice that it maintains the right to suspend or terminate the BoardBook account of any repeat infringer.

## **8. Representations/Warranties.**

(a) Supplier represents that BoardBook will be performed in good faith, consistent with commercially reasonable industry standards applicable to the service.

(b) NOTWITHSTANDING THE FOREGOING, AND TO THE FULLEST EXTENT ALLOWED BY LAW, BOARDBOOK IS PROVIDED "AS IS" AND "AS AVAILABLE." NO WARRANTY IS MADE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF BOARDBOOK OR THAT BOARDBOOK WILL BE UNINTERRUPTED OR ERROR-FREE.

## **9. Limitations on Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, LIABILITY IS LIMITED AS FOLLOWS:

(a) EXCEPT FOR LIABILITY ARISING UNDER SECTION 3 (INTELLECTUAL PROPERTY), THE MAXIMUM AMOUNT OF MONEY DAMAGES RECOVERABLE THROUGH THIS AGREEMENT BY ANY PARTY, UNDER ANY CLAIM OR PROCEEDING BASED IN CONTRACT, TORT, OR OTHER THEORY, IS LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES ACTUALLY PAID OR DUE BY SUBSCRIBER DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

(b) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE BOARDBOOK.



(c) Any delay or failure to perform as required by this Agreement (other than for payment of amounts due) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

#### **10. Term/Termination.**

(a) The initial BoardBook subscription term under this Agreement shall be as stated on the Order Form and this term shall not exceed a period of one (1) year. After the initial term, the subscription shall automatically renew for successive annual periods unless the Agreement is terminated as provided herein. Either Subscriber or TASB may stop the automatic renewal of this Agreement by giving the other party 30 days prior written notice of termination before renewal.

(b) Upon automatic renewal, if Subscriber fails to make required payment for the BoardBook subscription within 30 days of renewal, Subscriber will be deemed to have terminated this Agreement and BoardBook access can be deactivated without notice. If Subscriber opts to terminate this Agreement during the middle of a subscription term for convenience, no prorated refund shall be due. If Subscriber is eligible for TASB membership and fails to timely renew its TASB membership, TASB may treat such failure as a material breach of obligation and immediately terminate this Agreement without any right of refund. Either party may terminate this Agreement due to the other party's material breach of obligation under this Agreement and seek any and all remedies allowed by law, consistent with this Agreement. No party will be liable for delays or failures in performance resulting from causes beyond the reasonable and foreseeable control of that party, including but not limited to acts of God, epidemics, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, or utility failures.

(c) Upon the termination of this Agreement, for any reason, Subscriber shall immediately cease any further use of BoardBook and, to the extent permitted by law, return or destroy any BoardBook IP in its possession.

**11. Governing Law.** This Agreement is governed by the laws of Texas, without regard to conflict of laws provisions thereof.

**12. Third-Parties/Relationships.** Subscriber agrees that Supplier's third-party developer(s) or sub-suppliers of the BoardBook IP are third-party beneficiaries to this Agreement, as it applies to the BoardBook IP, and shall have all such rights and duties to the degree specifically stated herein, but that no other third-party beneficiaries are created hereby. The parties further agree that no principal-agent, partnership, joint venture, or employment relationship is created by or through this Agreement. BoardBook is provided as an independent contractor arrangement only.

**13. Headings.** Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

**14. Entire Agreement.** Use of BoardBook, including the BoardBook website, is subject to compliance with all privacy and security policies, service level agreements, and other terms and conditions posted on the BoardBook website or otherwise made available to Subscriber in writing ("**Additional Terms**"); provided, however, that any such Additional Terms cannot diminish or conflict with the protections afforded to Subscriber in this Agreement. In the event of any conflict or inconsistency among the provisions of the Order Form, GTC, Additional Terms, or any other provision of this Agreement, the GTC shall take precedence in reconciling the conflict or inconsistency unless Supplier agrees in writing otherwise. This Agreement constitutes the complete and exclusive expression of the contract among the parties; and all previous representations, discussions, and understandings, whether written or oral, are

superseded by said Agreement. If Subscriber is converting from BoardBook Classic™ to BoardBook Premier™, this Agreement supersedes the prior subscription agreement once this Agreement takes effect. If any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of the Agreement shall continue to be in force and effect.

15. **Amendments.** Supplier may amend or replace the terms of the Agreement, including pricing and the GTC, by providing Subscriber with at least 30 days prior written notice of the change before renewal of the subscription, and the notice must include the actual change to the Agreement. Subscriber's continued use of BoardBook after the effective date of the change shall constitute acceptance by course of conduct, without necessity of obtaining the Subscriber's signature. Subscriber may opt out of any amendment or change through timely termination of the Agreement, as provided herein.

16. **Notices.** Any notice required by this Agreement shall be in writing and deemed duly tendered when delivered to the respective party. Unless otherwise directed in writing, formal notice to Subscriber shall be sent to the person at the address identified on the Order Form. Formal notice for Supplier shall be sent to the Texas Association of School Boards, Attn: BoardBook Director, at the following address: P.O. Box 400, Austin, TX 78767-0400 (mailing address); or 12007 Research Blvd., Austin, TX 78759-2349 (physical address).

—END—

320 6<sup>th</sup> Avenue  
PO Box 468  
Ouray, Colorado 81427



970.325.7211  
Fax 970.325.7212  
[www.cityofouray.com](http://www.cityofouray.com)

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DATE: July 23, 2021  
TO: Interested Firms or Individuals  
FROM: City of Ouray, Colorado  
RE: Request for Bid (RFP) – Develop and Deploy a Progressive Web Application (PWA)

The City of Ouray (City) is requesting proposals from qualified firms or individuals to develop and deploy a Progressive Web Application (PWA) for use by visitors and potential visitors to the City of Ouray through the front-end development, back-end server software and an administrative web interface as outlined in this request for proposal (RFP). Proposals shall be submitted in a single PDF file under 15 pages and 20MB in size and should be e-mailed to Silas Clarke, City Administrator at [clarkes@cityofouray.com](mailto:clarkes@cityofouray.com) **Proposals must be received no later than 3:00 p.m. (MDT), August 27, 2021.**

All potential proposal responders are welcome to attend the **non-mandatory meeting** with City of Ouray representatives to ask any additional questions on Tuesday, August 3<sup>rd</sup> at 1:00 pm via Zoom at <https://zoom.us/j/93439775793> or call in number (669) 900-6833.

The City encourages all Disadvantaged Business Enterprises (DBEs) to submit proposals in response to all requests for proposals. No individual or business will be discriminated against on the grounds of race, color, sex, or national origin. It is the City's policy to create a level playing field on which DBEs can compete fairly and to ensure nondiscrimination in the award and administration of all contracts.

Questions concerning the scope of the bid, bid submittal or process should be directed to Silas Clarke, City Administrator at (970) 325-7060 or [clarkes@cityofouray.com](mailto:clarkes@cityofouray.com)

The City of Ouray is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information.

Sincerely,

Silas Clarke  
City of Ouray – City Administrator

Enclosures

**REQUEST FOR PROPOSAL (RFP)**  
**Geo-Location Progressive Web**  
**Application (PWA) Creation**

**I. INTRODUCTION**

The City of Ouray (City) is requesting proposals from qualified firms or individuals to Develop and deploy (1) front-end Progressive Web Application (PWA) for use by visitors and potential visitor to Ouray, CO on a variety of devices ranging from current desktop web browsers, to tablet and mobile phone devices, and eventually think-client public kiosks; (2) supporting back-end server software for providing maps and data to the web application; and (3) an administrative web interface to updating the back-end information: location points, categories, events time and places, etc.

The application is primarily a map and location aid to help visitors plan and navigate a visit to Ouray with the ability to push location relevant content to the end user.

**II. LOCATION AND TOURISM ACTIVITIES**

Located near the four corners of Southwest Colorado, the City of Ouray is situated on U.S. Highway 550 along the San Juan Skyway Scenic and Historic Byway, one of America's most beautiful drives. The incredibly scenic Million Dollar Highway connects Ouray to Silverton and Durango to the south.

Colorado's San Juan Mountains and the City of Ouray offer some of the most panoramic views in the United States, which is why it has held the nickname "Switzerland of America" since the late 1800s. Natural wonders like waterfalls, sulfur-free hot springs, mountain peaks and wildlife abound in the area, as do historic ghost towns, museums, beautifully preserved Victorian-era architecture and year-round cultural events.

Sitting in a beautiful box canyon, Ouray is home to countless natural wonders including the spectacular Box Cañon Falls, Cascade Falls, Bear Creek Falls, the imposing Amphitheater, Red Mountains 1, 2 and 3, Mount Sneffels (our resident 14,000-foot peak) and more.

Ouray is home to both rigorous and relaxing adventures in the San Juan Mountains. There are many shops, restaurants, and breweries as well as a museum, tours of once flourishing mines, and a trip down Main Street for a look at the many historic buildings. Activities include soaking in the hot springs, ice climbing, rock climbing, canyoneering, hiking, biking, cross country skiing, jeep riding, any many other recreational activities.

To try and meet the needs of our tourists within the City of Ouray and prior to arrival, a Progressive Web Application (PWA) for Visit Ouray is being sought. The Visit Ouray app is intended to be used as a way finding tool for visitors to easily access resources in and around Ouray and to expand our marketing funnel as a new tool to deliver messaging.

**III. SCOPE OF SERVICES – Geo-Location Progressive Web Application (PWA) Creation**

The Selected Service Provider will create a PWA that includes full proprietary code to be solely owned by the City of Ouray upon project completion as follows:

**1. Front end Progressive Web Application.**

The application must (a) support a wide variety of device screen size with both mouse and touch based navigation, (b) must include client side service worker threads to allow for back-end content caching for off line use, (c) implement a standard PWA manifest for installation and integration with client operating systems (OS) as an application, when this

functionality is available as part of the OS, and (d) must not leak any client information to any service other than the supporting back-end server software, other than possibly the map API, if map API is not hosted by the back-end.

The application shall consist of a scale-able vector map of Ouray, CO and surrounding areas, with the following interactive features:

- Show the user their current location, when available via web browser device location services.
- Show “shoulder area” points of interest: Places in the user’s immediate vicinity (example, 100 ft), including push notification, when opted in by the user, for current events or time related promotions.
- Display category overlays: pin points for all location from a user selected category of interest, such as restrooms, coffee, trail heads, etc.
- Consideration in the design for providing the application user with a mechanism for saving locations of interest via a login or third-party log-in, which can be recalled on other devices when running the web application, as a future enhancement.
- Work with City of Ouray marketing staff to develop the look and feel of the front-end application by providing a deck of at least four templates for review.

Both Category overlays and Shoulder Area points of interest are to be stored in a back-end server database. Again, the design must make use of client-side service workers for caching of this data for off-line use, less push notifications which of course require network connectivity by nature.

Developer should recommend a back-end map API. (For example: Open Street Maps, ArcGIS, Google Maps, Bing Maps, etc.) It would be considered beneficial to use an API that can be customized or locally sourced by the back-end for future additional detail of the Ouray area quadrangles.

## 2. Back-end software development:

- The developer will select a standards-based database to be used by the back-end software. For example, NoSQL, MySQL/MariaDB, PostgreSQL, etc., such that the database can be migrated to any number of back-end hosting services, and database content can be copied, backed up, replicated, etc. by an administrator.
- The developer will design and implement back-end server-side code which runs alongside a standards-based web server, such as Nginx, Apache, or Node-js/Express, using a common back-end development language, such as Ruby-on-Rails, Node-js, php, etc., to provides back-end data storage and content to the front-end application using a standard REST API over HTTPS. The developer will propose an initial back-end hosting service provider for the initial deployment to serve the front-end application, database, and supporting back-end web services, and possibly back-end map services if the developer proposes self-hosting of the map quadrangles. Consideration should be given to scalability of the initial back-end hosting to allow for growth in the user base over time, and to data security and related liability. The developer will work with the City marketing staff to obtain the required web SSL security certificates, and manage sub-domain registration for integration with the existing Ouray visitors web page.

3. The developer will design and implement a web based administrative interface to create, manage, edit, download and archive the back-end location content served to the front-end application, as well as collect and display usage statistics. Archive and statistical information should be downloadable as standards-based XML, CSV, or JSON files for further

processing, and data dumps as appropriate backup files for the database type selected, such as an SQL dump file.

**Other Requirements:**

- One project manager shall be allocated to the project that remains the point-of-contact to the City throughout the project
- Include a Paywall function through the use of QR codes for showing proof of payment (Camera Access)
- Able to be used on Android devices and downloadable through the Google Play Store
- Able to be downloadable and installable Apple iOS devices
- Able to access EventBright API or other identified 3<sup>rd</sup> party applications
- Able to access devices GPS to provide geolocation information
- Ability to link to Visit Ouray digital visitors guide, YouTube channel and other city web resources

**IV: TERMS – Geo-Location Progressive Web Application (PWA) Creation**

The Term of this agreement is from Acceptance of Contract Agreement until project completion (end date will be negotiated at time of award with goal of being able to test application with public in February and March of 2022).

Contractor will be required to provide monthly reports detailing progress on the application creation services along with billing for services.

Contractor will communicate with the assigned City contact on a regular basis throughout the Term.

**Proposals must be submitted electronically no later than 3:00 p.m. (MDT), August 27, 2021 to Silas Clarke, City Administrator at [clarkes@cityofouray.com](mailto:clarkes@cityofouray.com) with the email subject titled: “Tourism Application RFP Submittal”**

All potential proposal responders are welcome to attend the **non-mandatory meeting** with City of Ouray representatives to ask any additional questions on Tuesday, August 3<sup>rd</sup> at 1:00 pm via Zoom at <https://zoom.us/j/93439775793> or call in number (669) 900-6833.

**V. SUBMITTAL REQUIREMENTS**

The following information must be included in the proposal and will be evaluated according to the criteria in this RFP. Required proposal documents must be arranged in the order listed below. Proposals shall be limited to fifteen (15) pages. The City reserves the right to reject any proposal exceeding these limits or omitting any submittal requirement. The City also reserves the right to rescind this RFP at any time and for any reason prior to entering into a contract with a vendor.

**Scope of Proposal:**

1. Firm's/Applicant's name and address, including the name and contact information of the project manager.
2. Submit qualifications to provide the Scope of Services outlined in this RFP.
3. Submit approach to provide the Scope of Services outlined in this RFP.

**Assigned Personnel & Availability:**

4. Provide a list of key personnel, their roles and availability to administer these services.
5. List additional qualified personnel available to assist on projects if required.

**Cost and Work Hours:**

6. Provide total project cost to provide services defined in this RFP. Pricing must include all functionality listed in the Scope of Services.
7. Provide a total estimate of hours for project completion.

**Firm Capability:**

8. Brief company profile to include years in business and performance indicators used to verify the Scope of Services can be met.
9. Provide three (3) examples of similar work conducted within the last five (5) years that can serve as references. Each example must include a brief description of the services provided. Include the name and address of each referenced company, as well as the name, title, and phone number of the referenced contact person.

**VI. PROPOSAL GUIDELINES**

The City assumes no responsibility for liability for any costs that firms may incur in responding to this RFP; including attending meetings, interview sessions and/or contract negotiations. This RFP may be amended and/or revoked at any time prior to final execution of an Agreement with the City. In evaluating the proposals, the City may seek information from a Proposer to clarify their proposal. In that event, Proposer must submit written and signed clarifications and such clarifications shall become part of the proposal. All proposals shall remain subject to initial acceptance ninety (90) days after the day of submittal.

**VII. REVIEW AND ASSESSMENT**

Firms/Individuals will be evaluated using on the following criteria. These criteria will be the basis for review and assessment of the written proposals and optional interview session. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

**Weighting Factor Qualification Standard Table**

Weighting Factor	Qualification	Standard
2.0	Scope of Proposal/Deliverables	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and deliverables required by the project? Are there any exceptions to the Scope of Services or Agreement?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people with the requisite skills and qualifications assigned to the project?
1.0	Availability	Can the work be completed within the timeline? Are other qualified personnel available to assist in meeting the project schedule if required?
2.0	Cost and Work Hours	Does the proposal include detailed cost break-down and are the costs competitive? Are the work hours presented reasonable for the effort required by each project task or phase? Does the proposal provide the maximum benefit for the cost?

2.0	Firm Capability	Does the firm/individual have the resources, capacity and support capabilities required to successfully meet service schedules? Has the firm successfully completed previous projects of this type and scope?
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### VIII. REFERENCE EVALUATION

The City staff will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Services completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Services completed within the project budget?
Job Knowledge	Were problems corrected quickly and effectively?



## **RAPIDOPS Response to Geo-Location Progressive Web Application RFP**

August 27, 2021



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## COVER LETTER

To

The City of Ouray, Colorado

Rapidops Inc. is pleased to submit its functional, technical, and cost proposal for delivering the Geo-Location Progressive Web Application (PWA) in response to the RFP shared by The City of Ouray.

We're a product of our game-changing work in enabling innovative digital solutions for companies and public institutions like yourself to bring real-life value to the end-users by creating outstanding digital products, platforms, and services that have the power to transform consumer experiences.

Our extensive experience in building and launching advanced software platforms across tourism, retail, eCommerce, finance, healthcare, and manufacturing, provides us with a unique understanding and a driver's seat view of the requirements under this proposal from a technical, business, and end-user perspective.

With our 220+ product deliveries, we have demonstrated that we are a trusted and reliable partner who puts product thinking, business strategy, and high-quality execution in the front and center. With our global team and proven approach, we have been delivering digital products, platforms, and innovations for our clients at the scale, speed, and economics like never before - all with a single focus to improve and enrich the way people live, work, and enjoy their lives. And with the Geo-Location Progressive Web Application, we would like to deliver similar success for The City of Ouray.

We are confident that you will find that we meet all your functional, technical, and financial requirements and also offer a competitive time-to-market, ROI, and massive quality differentiator.

On behalf of Rapidops, my sincere thanks for giving us the opportunity to work with your esteemed institution.

Best regards,

Jayesh Mori

CEO

Rapidops Inc.

## REQUIREMENT 1 - FIRM'S DETAILS

Firm's/Applicant's name and address, including the name and contact information of the project manager.

### OUR RESPONSE

**Firm name:** RAPIDOPS, INC.

**Office's address:** 525, North Tryon Street, Suite 1600, Charlotte, NC, 28202-0213

**Project Manager:** Kartik Dhokai

[kartik.dhokai@rapidops.com](mailto:kartik.dhokai@rapidops.com)

## REQUIREMENT 2 - QUALIFICATION FOR SCOPE OF SERVICES

Submit qualifications to provide the Scope of Services outlined in this RFP.

### OUR RESPONSE

1. Rapidops has years of experience in developing mobile and web applications across various industries like tourism, retail, supply chain, etc. that are highly involved with Geo-location, Geo-fences, and Geo-tags, which provides Rapidops with the right expertise and qualifications to serve the requirements for The City of Ouray, RFP.
2. We're one of the fastest-growing companies in the USA, ranked #1050 on Inc. 5000 – consecutively for three years.
3. We are an ISO 9001:2015 certified company with multiple featured products on top news outlets such as Fast Company, Forbes, WSJ, TechCrunch, etc.
4. We go end-to-end with no other vendor needed to fill the gaps from vision to strategy to roadmap to delivery and beyond.
5. We hire carefully and invest heavily in our people to continue to be the best at our craft.
6. We stay lean, move fast, and deliver the tangible product in days.
7. We strive to build digital assets that can scale, adapt to change, and deliver a competitive advantage for you.
8. We have designed, developed, and launched our own successful products and platforms.

The following diagram summarizes our expertise in the advanced technology stack we use to deliver next-gen digital experiences and deliver real value to our clients and the end-user.



## REQUIREMENT 3 - APPROACH FOR SCOPE OF SERVICES

Submit approach to provide the Scope of Services outlined in this RFP.

### OUR RESPONSE

#### High-level task list

##### Initial requirements

- Front-end Progressive Web Application (PWA) for use by visitors and potential visitors to the City Ouray, Colorado on a variety of devices ranging from current desktop web browsers to tablet and mobile phone devices, and eventually public kiosks
- Supporting backend server software for providing maps and data to the web application
- An administrative web interface for updating the backend information: location points, categories, events time, and places, etc

##### Frontend progressive web application

- Create wireframe of maps for PWA followed by finalized design on Sketch
- Push notification on PWA

##### Admin backend portal

- Create wireframe for the following component followed by finalized design on Sketch
  - Management of categories
  - Management of site to associate with categories
  - Geo-location of site
  - Push information for site
  - Analytics screen
  - Any other screen as and when required

##### Development

- Based on the finalized design, create Rest APIs & documentation
- Frontend and Backend development of mentioned component
- Development code review

##### Quality assurance

- Write test cases for the entire PWA

##### Function testing

- Unit testing
- Integration testing
- System testing
- Regression testing

##### Non-functional testing

- Cross-Browser compatibility testing on most used browsers on the phone
- Testing on 5 high-end devices and 5 low-end devices
- Performance testing
- Load testing

- Usability testing

### **Deployment**

- Build and release automation
- Monitor database performance
- Google analytics
- Usage of Google Maps or Bing Maps API or any other Maps API based on the Ouray team suggestion

## **Execution & delivery plan**

### **Sprint 0**

#### Goals

1. Finalize the project plan document with approval
2. Define the architecture of the app and set up of admin panel, API, and database
3. Work with Ouray team to build an initial product backlog
4. Define the scope for sprint 1
5. Complete the server setup
6. Get approval for designs and architecture
7. Setup the deployment process

#### Deliverables

1. Rapidops team will work closely with Ouray team stakeholders to create a project plan and have it approved. This project plan will include the project description and understanding of the Rapidops team, project schedule and timeline, project communication plan, risk register, and SLA
2. Rapidops team will work with the product owner to help him/her generate the product backlog and enrich PBIs (product backlog items)
3. Rapidops team will help the product owner to define the Sprint 1 tickets
4. Rapidops team will work on getting the approval for system design and architecture for the APIs and web applications and get it approved by Ouray team stakeholders
5. Rapidops team will start creating the wireframes and mock-ups and get them approved by the Ouray team
6. Rapidops team will define the deployment process & CI/CD pipeline

### **Sprint 1 to Sprint 5**

#### Goals

1. Development of admin portal as per the requirements
2. Development of PWA web app as per the requirements
3. Development of API as per the requirements

#### Deliverables

1. Rapidops team will complete the development of all three portals: admin, PWA, API as per defined scope

2. Rapidops team will do a sprint demo to present the progress after every sprint to ensure all stakeholders are on the same page
3. Regression testing
4. Integration testing
5. Bug fixes for final launch
6. Rapidops will perform the final round of testing and produce the quality report before going live
7. Rapidops will fix any bug from regression and integration testing

## Sprint 6

### Goals

1. Beta release
2. User acceptance testing
3. Public launch

### Deliverables

1. Rapidops team will push the system on the beta environment for user acceptance testing (UAT)
2. Rapidops team will have multiple review sessions with real users to get their feedback
3. Rapidops team will implement the feedback received during the UAT
4. Rapidops team will perform final regression testing before the production release
5. Rapidops team will release the system in the production environment

## Technology

### API Middleware

Component/Function	Technology
Programing Language	JavaScript
Backend Technology	Node.js
Database	MongoDB / As per the Ouray team suggestion
Application Server	AWS EC2 / As per the Ouray team suggestion
Authentication and Authorization	We manage it internally / As per Ouray team suggestion
Logging and Monitoring	MongoDB / AWS / As per the Ouray team suggestion
Deployment Tools	AWS Code Pipeline and AWS Code Build / As per Ouray team suggestion
Maps API	Recommended: Google Maps API*. We are flexible to work with Bing Maps API/MapBox API / Any other maps API based on suggestions from the Ouray team.

**Please Note :** Our development team recommends Google Maps API as it provides widespread image coverage and real-time transit data, and routing directions for public transportation. It also offers geo-location functions, navigation search, street map view, and auto-generated 3D city map.

Front-End and Admin Web App

Component/Function	Technology
Programming Language	JavaScript
Frontend Framework	React.js, HTML5, CSS3
Application Server	AWS EC2 / As per the Ouray team suggestion
Deployment Tools	AWS Code Pipeline and AWS Code Build / As per Ouray team suggestion.

### Project management & dev tools

- Project Management - Rapidops uses JetBrains product, YouTrack as its product management and tracking systems tool. It allows us to track requirements for all features, improvements, and bug fixes in a centralized place where they are detailed, versioned, prioritized, and scheduled for development
- Version control - Rapidops uses GitHub and GitLab as the preferred version control systems. These systems allow us to store the source code with incremental changes and versions, and it also allows us to conduct code reviews
- Build System - Rapidops uses Jenkins as its build and task automation software. It uses Jenkins to automatically run all test cases, create and deploy release packages, and produce automated documentation, etc
- Communication - Rapidops uses Slack, Teams, Skype, GoToMeeting, phone, and emails as primary means of communication within our team and the client team

### Schedule

- The entire project execution timeline is expected to be 12 weeks
- The project will be divided into multiple 2 weeks sprints
- Rapidops will have regular standup meetings with Ouray team to discuss the progress
- Rapidops will frequently provide private app builds to test the completed tasks
- At the end of the sprint, the Rapidops team will demo the developed features and fixes to Ouray team
- Rapidops is expected to deliver a shippable product at the end of each sprint unless and otherwise explicitly stated by Ouray team

### Milestones

Milestone	ETAs
Project Kickoff Meeting	As approved by the Ouray team
Milestone 1	4 weeks from the project kickoff



<ul style="list-style-type: none"> <li>First draft of architecture, design and wireframes of Admin and PWA app</li> </ul>	
Milestone 2 <ul style="list-style-type: none"> <li>Final design submission</li> </ul>	1 week from the first draft feedback
Milestone 3 (Internal review / Review with Ouray team / Regression test release) <ul style="list-style-type: none"> <li>Alpha release for admin app and PWA app</li> </ul>	4 weeks from the design approval, which includes development, review and testing
Milestone 4 <ul style="list-style-type: none"> <li>Beta release for public preview</li> </ul>	2 weeks from alpha release
Milestone 5 <ul style="list-style-type: none"> <li>Completion of project</li> </ul>	1 week from beta release

## REQUIREMENT 4 - KEY PERSONNEL DETAILS

Provide a list of key personnel, their roles, and availability to administer these services

### OUR RESPONSE

#### Core Team

RAPIDOPS assigns a core delivery team that owns the success of every client project on budget, time, and highest quality standards. This team guides the design, architecture, planning, and resource selection.

Based on the RFP requirements, we've identified the following core, cross-functional, and agile team that possess experience, expertise, and leadership skills to deliver the Geo-Location Progressive Web Application:

**AARON PETROSKY:** Project Role: Business Executive Sponsor/ Rapidops - President

Aaron is an executive leader and product evangelist who collaborates with internal and external teams of the organization and clients to drive the projects towards a shared vision and values by creating strategic action plans and setting growth objectives for the team.

**DIPESH PATEL:** Project Role: Rapidops - CTO

With over ten years of experience in designing, developing, and architecting robust solutions, he has successfully delivered several scalable digital products, Omnichannel API platforms, and multiple data visualization tools.

**NISHIT PATEL:** Project Role: Solution Architect and Technical Leader

With more than 14 years of experience, Nishit has worked with Cisco, Splunk, Juniper Networks, and more similar companies to develop, architect, and deliver the solution with the help of his team.

**KARTIK DHOKAI:** Project Role: Project Manager

With more than 10 years of experience, Kartik worked as a Project/Product Manager across domains such as Retail, Hospitality, Banking and Education. He helps build the strategy and defines the objectives/key deliverables for the project for the engineering team.

## **REQUIREMENT 5 - ADDITIONAL QUALIFIED PERSONNEL (ENGINEERING TEAM)**

List additional qualified personnel available to assist on projects if required.

### **OUR RESPONSE**

The core delivery team assembles an agile cross-functional project team that includes UX/UI designers, software engineers, and test engineers as per each project's needs, start date, and timeline. For the purpose of this Geo-Location Progressive Web Application implementation, we expect to allocate the following cross-functional team:

<b>Resource Name</b>	<b>Resource role</b>	<b>Years of Experience (yrs.)</b>	<b>Technology Stack</b>
Preeti S	Scrum Master	12	Project management and Agile methodology
Devang V	Developer and Frontend Lead	8	React.js, JavaScript, GCP, MongoDB
Shyam K	Frontend Developer	6	React.js, JavaScript, GCP, MongoDB
Riya K	Backend Developer	3.5	Node.js
Vamsi A	Backend Developer	3	Node.js, MongoDB
Shashi M	UI/UX & Interaction Designer	12	Figma, Sketch, Adobe photoshop
Kalp S	Quality Assurance Expert	10	ISTQB Certified, Manual and Automation testing

### **Additional Resource**

Based on the City of Ouray, Colorado's delivery needs and the availability of subject matter experts and requirements, Rapidops could staff the project with additional resources to expedite the project delivery as necessary. Rapidops has over 200+ experienced engineering team for seamless and faster delivery.

## **REQUIREMENT 6 - PROJECT COST**

Provide total project cost to provide services defined in this RFP. Pricing must include all functionality listed in the Scope of Services.

**OUR RESPONSE**

Functional Component	Cost
Project Management	\$6,600
Defining Platform Architecture	\$6,600
Frontend Development	\$43,200
Backend Development	\$43,200
UX/UI Design	\$8,400
QA & Testing	\$16,800
Total Cost	\$124,800
<b>Exclusive Public Institution Discount (10%)</b>	<b>\$12,480</b>
<b>Net Payable</b>	<b>\$112,320</b>

**Assumption**

Any 3<sup>rd</sup> party system (including but not limited to hosting, cloud environment, maps APIs) that is required to successfully design, develop or deploy the platform would be provided by The City of Ouray team and is not included in the cost mentioned above.

**Note:**

Rapidops will patch any bug/issue found in the product for two (2) months after the application is delivered at no additional cost.

**REQUIREMENT 7 - ESTIMATE HOURS FOR PROJECT COMPLETION**

Provide a total estimate of hours for project completion.

**OUR RESPONSE**

Rapidops team has estimated each requirement (features, design, flow, integration points, etc.) based on the RFP requirements, internal team review, and extensive experience developing such applications.

It will take Rapidops an estimated **12 weeks to develop and deploy** the Geo-Location PWA.

Functional Team	Estimated Hours
2 Frontend Engineers	960
2 Backend Engineers	960
1 UI/UX Designer	240
1 QA	480
1 Project Manager	240
<b>Total Man Hours</b>	<b>2880</b>

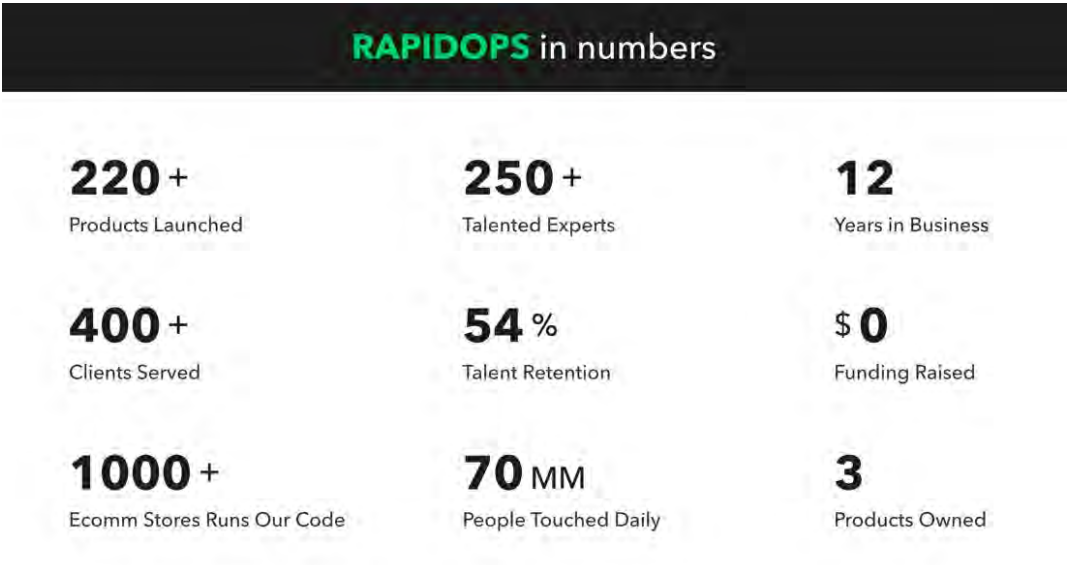
REQUIREMENT 8 - COMPANY PROFILE

Brief company profile to include years in business and performance indicators used to verify the Scope of Services can be met.

OUR RESPONSE


Why Rapidops


We're your digital team that has end-to-end capabilities to turn ideas into impactful products, and we do that at an unparalleled scale, speed, and cost-effectiveness. Since 2008, we've helped more than 400 clients across 50 countries to launch new digital products and platforms.





A glimpse of brands owned, our digital partners, and recognitions.

Brands :


 Salesmate


 minterapp


 SoulCRM


 PSD CENTER

Partners :


 Google Cloud Partner


 BigCommerce PARTNER


 CERTIFIED BigCommerce Partner

 shopify partner

Recognitions :

 Inc. 5000

 FAST50



## Financials

Rapidops has maintained a robust financial foundation since our inception. Rapidops is in the business of serving customers, and we cannot continue to make an impact without having a sustainable and growing business backed by our substantial financial resources.

Rapidops has a multi-million-dollar revenue through its large multi-million-dollar long-term contracts with enterprise customers, with its established SaaS platform business. Rapidops has strong cash reserves to last for another 3 years without realizing any new revenue.

## REQUIREMENT 9 - RELEVANT WORK

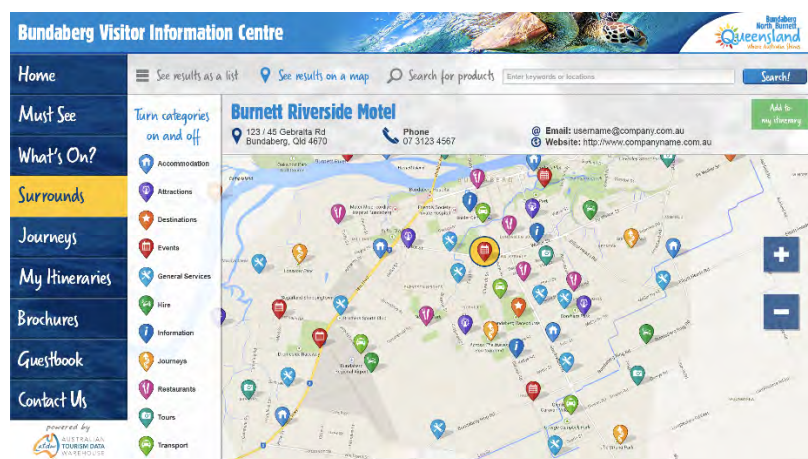
Each example must include a brief description of the services provided. Include the name and address of each referenced company, as well as the name, title, and phone number of the referenced contact person.

### OUR RESPONSE

#### Australian Tourism Data Warehouse (ATDW)

A digital solution for providing information at tourists' fingertips.

- First of its kind, a touch-screen tourist information KIOSK in Australia
- Compatible with web, mobile (Android and iOS), and tablets.
- Powerful admin features to operate and support all operations
- Intuitive user interface
  - Highly customizable and interactive maps with color-coded geo-location of 10+ categories (attractions, destinations, events, transport, restaurants, and more)
  - One-click add to itinerary option for must-see tourist attractions and events
  - Super easy way to plan and manage itinerary
  - Live user location and automated journey builder
  - Smart WordPress Igrow plug-in for travel agents to make all the public information accessible on their websites



Find more images at - <https://www.behance.net/gallery/34089840/Bundaberg-North-Burnett-Touch-Kiosk>

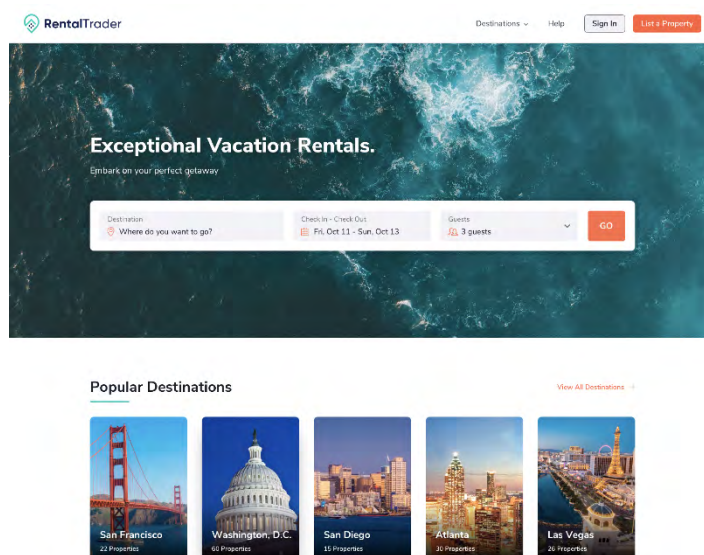
<b>Company:</b> Australian Tourism Data Warehouse	<b>Contact:</b> Michael Wang
<b>Address:</b> L8, Green Square North Tower, 515 St Pauls Terrace, Fortitude Valley, QLD, 4006, Australia	<b>Title:</b> Product Manager <b>Phone:</b> +61402586570 <b>Email:</b> <a href="mailto:michael.wang@wcube.io">michael.wang@wcube.io</a> *

\*No longer works with ATDW

## Rental Trader

An online rental marketplace connecting travellers to affordable vacation rental properties.

- Minimal and beautiful user experience for renters and homeowners both
- Powerful and highly customizable property manager feature to accommodate all kinds of properties, rates, and rental schedules
- Powerful property search features with map and list views
- Real Estate API integrations with 3<sup>rd</sup> party listing platforms
- Powerful admin features to operate and support all operations



<b>Company:</b> Rental Trader Inc	<b>Contact:</b> Matt Brown
<b>Address:</b> 3219 E. Camelback Rd. Suite 274 Phoenix, AZ 85018	<b>Title:</b> CEO <b>Phone:</b> 602-796-6796 <b>Email:</b> <a href="mailto:mattbrown@rentaltrader.com">mattbrown@rentaltrader.com</a>

## Harris Teeter

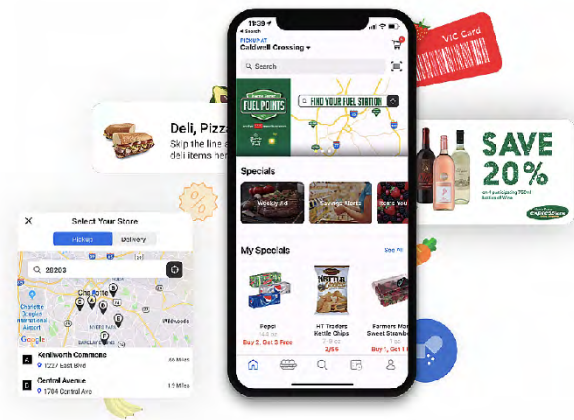
At Harris Teeter, we developed the omnichannel platform that integrated 20+ legacy and third-party systems to offer 400+ digitized cross-channel retail services.

- The platform served 50 million+ requests every month
- Using Big Data and Machine Learning, we personalized experiences for each customer for promotions, products, and purchases

- We built product analytics to understand user behaviours and iteratively improve the product with insights

Highlights

- 8+ Years of transforming Harris Teeter into a digital leader from the ground up
- 2MM+ monthly active users with annual revenue of \$0.5 billion
- Over 70,000+ products listed with over 9MM+ page views
- 25+ complex legacy system integrations, displacing 5 existing vendor systems.
- 100+ features launched, including delivery, payments, promotions, reporting, CMS, and hyper-personalization with AI/ML



<b>Company:</b> Harris Teeter	<b>Contact:</b> Prem Paimagam
<b>Address:</b> 701 Crestdale Rd, Matthews, NC, 28105	<b>Title:</b> Manager - eBiz <b>Phone:</b> 704-914-6588 <b>Email:</b> <a href="mailto:PPAIMAGAM@harristeeter.com">PPAIMAGAM@harristeeter.com</a>

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**CITY OF OURAY  
ORDINANCE NO. 5 (Series 2021)**

**AN ORDINANCE OF THE CITY OF OURAY, COLORADO AMENDING OURAY MUNICIPAL CODE SECTIONS 7-2 DEFINITIONS; 7-5-J-6 ACCESSORY DWELLING UNITS; 7-5-E-3 RESIDENTIAL DISTRICT R1; 7-5-E-4 RESIDENTIAL DISTRICT R2; AND TABLE 7-5-D DIMENSION REQUIREMENTS TO INCENTIVIZE THE CONSTRUCTION OF ACCESSORY DWELLING UNITS (ADU) FOR LONG-TERM OCCUPANCY.**

**WHEREAS** City Council directed Planning Commission to recommend municipal code changes to incentivize and increase availability of work force housing for long-term occupancy through accessory dwelling unit regulations within the City of Ouray, after identifying a need.

**WHEREAS** the Planning Commission held multiple work sessions with staff to identify limitations with the current ADU regulations and craft potential code changes adopted in Planning Commission Resolution 20-03 and referring the same to City Council for possible adoption.

**WHEREAS** City Council held a joint work session with Planning Commission on July 8, 2021, to discuss the recommendations, determine if anything had changed since Planning Commission completed its work, and finds that the construction of ADUs in the City of Ouray may provide more long-term residential housing options on existing and already developed properties given limited vacant land.

**WHEREAS** the City Council finds that while allowing incentives to encourage the construction of ADUs, it must also place restrictions on the units to ensure that the purpose of these incentives is fulfilled and monitored over time.

**WHEREAS** the City finds that these revisions to the municipal code are for the purpose of promoting health, safety, and the general welfare of the City of Ouray.

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

**SECTION 1: INCORPORATION OF RECITALS**

The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the City Council.

**SECTION 2: AMENDMENT TO THE CODE**

**Chapter 7, Section 2, Accessory Dwelling Unit definition is repealed and replaced as follows:**

**Accessory Dwelling Unit (ADU)** means a dwelling unit that contains no less than 300 sq. ft. and no more than 1,200 sq. ft. of floor area and is located on the same site as, but has a separate entrance from, a single-family or duplex dwelling.



### **SECTION 3: AMENDMENT TO THE CODE**

Chapter 7, Section 5, Subsection J, Paragraph 6 is repealed and replaced as follows:

#### **6. Accessory Dwelling Units**

ADUs are intended to provide workforce housing for long-term occupancy. ADUs which meet the criteria of this Subsection are allowed as an accessory use to a dwelling unit in the R-1, R-2, C-1, and C-2 districts provided that such ADUs conform to the applicable requirements of the applicable zone and Table 7-5-D (subject to exceptions listed below).

- a. An ADU can only be proposed when a primary residential dwelling unit exists or is proposed as a part of the same building permit. ADUs may be attached or detached to the primary residential dwelling unit. Only one ADU is permitted per parcel.
- b. An ADU may not exceed 1,200 square feet of floor area, excluding garage floor area.
- c. In any zone district allowing residential use, except the R-1 zone, an ADU may be constructed on any sized lot, and does not need to meet the density requirements of the zone district. The ADU floor area will not apply to the maximum square footage per lot and is exempt from the maximum site coverage requirement. ADUs built upon existing structures shall be allowed to expand the maximum site coverage up to 10% above the maximum limit for that zone district. In the R-1 zone district, an ADU may only be constructed on lots not meeting the minimum lot size if the ADU and other applicable existing structures do not exceed 40% maximum site coverage.
- d. One off-street parking space shall be provided for the ADU in addition to any other required off-street parking. An exemption to this requirement may be approved administratively after considering the following criteria:
  - i. Whether the real property where the ADU is located can reasonably accommodate an off-street parking space without violating other code requirements or negatively impacting the design of the site.
  - ii. Availability of on street or other public parking within proximity of the proposed ADU.
  - iii. Access and route between the ADU property and parking space.
  - iv. Availability and frequency of the parking space use.
  - v. Condition of parking spaces within the area.
  - vi. Compliance with Chapter 14-8 Parking Requirements and any other on-street parking requirements of the City.
  - vii. The parking stall shall not obstruct pedestrian or automobile traffic patterns.
- e. The ADU may be served from the water and sewer taps for the primary residence, in which case it shall not be subject to any additional investment fees, and the primary residence and accessory dwelling unit shall be charged as a duplex for water and sewer service rates.

- f. Prior to issuing a building permit for a new ADU, the property owner shall enter a deed restriction or other such covenant in a form set forth by the City that is recorded in the Ouray County Clerk and Records Office. The deed restriction shall require the following:
  - i. The ADU shall be rented out only as long-term for a period of 90 days or greater, to an individual or group with at least one individual who is working 30 hours or greater anywhere within Ouray County.
  - ii. The accessory dwelling unit must be owned together with the primary residential unit, and the lot or parcel upon which they are located, in undivided ownership. Properties within the R1 zone district must be owner occupied, either within the primary or accessory dwelling unit.
  - iii. The deed restriction shall be for 50 years and shall not expire unless the ADU is removed with approval by the City in writing.
  - iv. The requirement that an ADU be rented long-term for Ouray County workforce housing shall not apply so long as the ADU is not rented, which means the owner of the ADU accepts no payment from anyone for use of the ADU.
- g. A dwelling unit meeting this ADU criteria, may be converted to an ADU following construction of a new primary dwelling unit.
- h. An ADU can never be rented on a short-term basis of less than (90) days.
- i. Upon the recording of the deed restriction, all building permit, plan review and inspection fees shall be waived.
- j. Any ADU is subject to an audit upon written notice of not less than five (5) days by the City or at a mutually agreeable time. Such audit may include inspection of the landowner's prior year's federal tax return, the lease, or any other documents necessary to show compliance with the deed restriction including verification of a tenant's work status within Ouray County.

#### **SECTION 4: AMENDMENT TO THE CODE**

Chapter 7, Section 5, Subsection E, Paragraph 3, Subsubsection d, Subsubsection iii, Paragraph 2 is repealed and replaced as follows:

##### **2. Maximum Floor Area**

- A. On properties within the boundaries of the Ouray Local and National Historic District as shown on Official Zoning Map, the gross maximum floor area shall be no more than 10% greater than the average floor area of the primary dwelling unit on lots located on the block front or 4,260 sq. ft., whichever is less. Accessory buildings or structures shall be excluded from the average floor area calculation.
- B. On properties not within the boundaries of the Ouray Local and National Historic District, gross maximum floor area shall be 4,260 sq. ft.

- C. Accessory dwelling unit floor area shall not be included in the maximum floor area limit as an incentive to construct and provide such units.

## **SECTION 5: AMENDMENT TO THE CODE**

Chapter 7, Section 5. Subsection E, Paragraph 4, Subsection e, Subsubsection iii, Paragraph 2 is repealed and replaced as follows:

### **2. Maximum Floor Area**

- A. On properties within the boundaries of the Ouray Local and National Historic District, as shown on Official Zoning Map, the gross maximum floor area shall be no more than 10% greater than the average floor area of primary dwelling unit on lots located on the block front, or 4,260 sq. ft., whichever is less. Accessory buildings or structures shall be excluded from the average floor area calculation.
- B. For all other properties not within the boundaries of the Ouray Local and National Historic District, the maximum floor area shall be 10,650 sq. ft.
- C. ADU floor area shall not be included in the maximum floor area limit as an incentive to construct and provide such units.

## **SECTION 6: AMENDMENT TO THE CODE**

Chapter 7, Section 4, Subsection D and Table 7-5-D is repealed and replaced as follows:

### **D. Dimensional Requirements**

Table 7-5-D summarizes the dimensional limitations applicable to all development in each of the City's zone districts. Table 7-5-D should be used in conjunction with the dimensional limitations for each zone district, found in Section 7-5-E, which illustrate the dimensional limitations for each zone district.

	<b>Parks Developed (P1)</b>	<b>Park Conservation (P2)</b>	<b>Residential (R1)</b>	<b>Residential High Density (R2) South of Skyrocket</b>	<b>Residential High Density (R2) North of Skyrocket</b>	<b>Commercial District (C1)</b>	<b>Commercial District – Industrial (C2) South of Skyrocket</b>	<b>Commercial District – Industrial (C2) North of Skyrocket</b>
<b>Minimum Lot Area</b>	Not applicable	Not applicable	7,100 s.f. <sup>2</sup>	7,100 s.f. <sup>1</sup>	7,100 s.f. <sup>1</sup>	3,500 s.f.	7,100 s.f. <sup>1</sup>	7,100 s.f. for any use <sup>1</sup>
<b>Maximum Density</b>	Not applicable	Not applicable	3,500 s.f./D.U. <sup>2</sup>	2,370 s.f./D.U. <sup>1</sup> 790 s.f./L.U.	3,550 s.f./D.U. <sup>1</sup> 1,183 s.f./L.U.	Not applicable	3,550 s.f./D.U. <sup>1</sup> 1,183 s.f./L.U.	3,550 s.f./D.U. <sup>1</sup> 1,183 s.f./L.U.
<b>Minimum Front Setback</b>	As determined by Planning Commission pursuant to Section 7-5-E-1-c	As determined by Planning Commission pursuant to Section 7-5-E-2-c	On blocks where building front setbacks vary, the minimum front setback shall be equal to the average of the existing setbacks on the block front or 15 ft., whichever is less. All other blocks: 15 ft.	On blocks where building front setbacks vary, the minimum front setback shall be equal to the average of the existing setbacks on the block front or 15 ft., whichever is less. All other blocks: 15 ft.	On blocks where building front setbacks vary, the minimum front setback shall be equal to the average of the existing setbacks on the block front or 15 ft., whichever is less. All other blocks: 15 ft.	Average of the existing building front setbacks or 5 ft. whichever is less, except: No minimum setback for lots on or within the Ouray Commercial Historic District and for lots on U.S. Highway 550, between 9th Avenue and south boundary of Sampler Mill site, the front setback equal to the average of the existing building front setbacks along the same block or 10 feet, whichever is less.	On blocks where building front setbacks vary, the minimum front setback shall be equal to the average of the existing setbacks on the block front or 15 ft., whichever is less. All other blocks: 15 ft.	On blocks where building front setbacks vary, the minimum front setback shall be equal to the average of the existing setbacks on the block front or 15 ft., whichever is less. All other blocks: 15 ft.
<b>Minimum Side Setback</b>	As determined by Planning Commission pursuant to Section 7-5-E-1-c	As determined by Planning Commission pursuant to Section 7-5-E-2-c	5 ft.	5 ft.	5 ft.	5 ft., except: No minimum setback for lots on or within the Ouray Commercial Historic District	5 ft.	5 ft.
<b>Minimum Rear Setback</b>	As determined by Planning Commission pursuant to Section 7-5-E-1-c	As determined by Planning Commission pursuant to Section 7-5-E-2-c	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
<b>Maximum Roof Eaves</b>	Not applicable	Not applicable	Extend no more than 1 ft., into the	Extend no more than 1 ft., into the	Extend no more than 1 ft., into the	Extend no more than 1 ft., into the	Extend no more than 1 ft., into the	Extend no more than 1 ft., into the

	<b>Parks Developed (P1)</b>	<b>Park Conservation (P2)</b>	<b>Residential (R1)</b>	<b>Residential High Density (R2) South of Skyrocket</b>	<b>Residential High Density (R2) North of Skyrocket</b>	<b>Commercial District (C1)</b>	<b>Commercial District – Industrial (C2) South of Skyrocket</b>	<b>Commercial District – Industrial (C2) North of Skyrocket</b>
			required setback, never extend beyond property line	required setback, never extend beyond property line	required setback, never extend beyond property line	required setback, never extend beyond property line	required setback, never extend beyond property line	required setback, never extend beyond property line
<b>Minimum Floor Area</b>	Not applicable	Not applicable	Must comply with current Building Code adopted by City	Must comply with current Building code adopted by City.	Must comply with current Building code adopted by City.	Must comply with current Building code adopted by City.	Must comply with current Building code adopted by City.	Must comply with current Building code adopted by City.
<b>Maximum Floor Area</b>	Not applicable	Not applicable	Ouray Local and National Historic District: 10% greater than the average of other structures on the block front or 4,260 sq. ft., whichever is less All other properties: 4,260 sq. ft. <sup>2</sup>	Ouray Local and National Historic District: 10% greater than the average of the primary structures on the block front or 4,260 sq. ft., whichever is less All other properties: 10,650 sq. ft. <sup>3</sup>	10,650 s.ft. <sup>3</sup>	Ouray Commercial Historic District and Fronting Highway 550: 9,585 s.f. per 25 feet of frontage on Highway 550 of the lot on which the building is located. All other properties: 9,585 sq. ft. <sup>3</sup>	15,000 sq. ft. <sup>3</sup>	15,000 sq. ft. <sup>3</sup>
<b>Maximum Site Coverage</b>	5%	5%	30%. <sup>2</sup>	50% <sup>3</sup>	40% <sup>3</sup>	90% <sup>3</sup>	50% <sup>3</sup>	40% for residential use <sup>3</sup> 50% for mixed use 60% for commercial use
<b>Maximum Building Impervious Surface Site Coverage</b>	Not applicable	Not applicable	80%	80%	80%	100%	80%	80% for any use
<b>Maximum Height</b>	20	10	30	35	35	35	35	35
<b>Maximum Size for Accessory Buildings</b>	Not applicable	Not applicable	Accessory Use to Single Family Dwelling: 600 sq. ft.	Accessory Use to Single Family Dwelling: 600 sq. ft.	Accessory Use to Single Family Dwelling: 600 sq. ft.	Not applicable	Accessory Use to Duplex: 600 sq. ft. Accessory Use to Multi-Family Dwelling: 800 sq. ft.	Accessory Use to Duplex: 600 sq. ft. Accessory Use to Multi-Family Dwelling: 800 sq. ft.

<sup>1</sup>Does not apply to accessory dwelling units (ADU). An ADU can be proposed on any size lot and does not count towards the maximum density.

<sup>2</sup>ADU constructed on lots not meeting the minimum lot size must not exceed 40% site coverage.

<sup>3</sup>ADU meeting section 7-J-5-6 does not contribute to maximum square footage or site coverage requirements.

## **SECTION 7: EFFECTIVE DATE**

The provisions of this Ordinance shall become effective thirty days after publication in accordance with City of Ouray Charter 3.5(G).

## **SECTION 8: SAVINGS CLAUSE**

The amendment of various provisions of the Ouray Municipal Code by this ordinance shall not affect any offense or act committed, any penalty incurred, any contract, right or duty established or accruing before the effective date of this ordinance.

## **SECTION 9: SEVERABILITY**

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

INTRODUCED, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by \_\_\_\_ vote of the Ouray City Council this \_\_\_\_ day of September, 2021.

CITY OF OURAY, COLORADO

By \_\_\_\_\_  
Greg Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by \_\_\_\_ vote of the Ouray City Council this \_\_\_\_ day of September, 2021.

CITY OF OURAY, COLORADO

By \_\_\_\_\_  
Greg Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

**CERTIFICATE OF ATTESTATION**

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. \_\_\_\_\_ (Series No. \_\_\_\_\_), was introduced, read, and passed by the Ouray City Council on first reading on \_\_\_\_\_, 2021. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on \_\_\_\_\_, 2021, and thereafter introduced, read, and adopted by the Ouray City Council on \_\_\_\_\_, 2021, and thereafter published in the *Ouray County Plaindealer*, as required by law.

\_\_\_\_\_  
Melissa M. Drake, City Clerk

ORDINANCE NO. 4 2019

AN ORDINANCE OF THE CITY OF OURAY, COLORADO,  
AMENDING THE DEFINITIONS OF “LODGING BUSINESS”  
AND “SHORT-TERM RENTALS” IN SECTION 7-2 OF THE  
OURAY MUNICIPAL CODE AND ADDING NEW SECTION  
7-5-J-10 CONCERNING SHORT-TERM RENTALS

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

SECTION 1.

Section 7-2 of the City of Ouray Municipal Code (Definitions), is amended  
as follows:

**Lodging Business** means a lodging unit, hotel, motel, lodge, inn, bed  
breakfast, or hostel used for temporary occupancy for sleeping  
purposes, rented on a short-term basis of less than thirty (30) days,  
and excludes short-term rental as defined herein.

**Short-term Rentals** means any rental or lease of a single-family,  
duplex, or multi-family dwelling unit, or part thereof, for less than  
thirty (30) days.

SECTION 2.

Section 7-5-J of the City of Ouray Municipal Code (Supplemental  
Regulations), is amended by the addition of the following:

10. Short-Term Rental Regulations

a. Purpose

These Short-term Rental Regulations are intended to protect  
the public health, safety, and welfare; preserve the character  
and ambience of neighborhoods within the City; prevent



adverse impacts attributable to short-term rentals; collect data on short-term rentals; and ensure compatibility with surrounding land uses.

b. Applicability.

These Short-term Rental Regulations are applicable to the short-term rental of any single-family, duplex, or multi-family dwelling located in the R-2, C-1, and C-2 Zone Districts.

- i. Short-term rental of dwelling units in the R-1 Zone District are prohibited. However, the existing legal non-conforming short-term rentals in the R-1 Zone District shall be required to comply with these regulations until the use ceases and is no longer allowed.
- ii. Short-term rental of accessory dwelling units is prohibited.
- iii. Lodging businesses are not subject to these Short-term Rental Regulations.
- iv. The short-term rental or property shall be subject to the City of Ouray Lodging and Occupation Tax and sales tax.

c. Registration and Licensing

- i. Applicants for a short-term rental license, or renewal of a license, shall submit a short-term rental application and other City required application materials.

- ii. The short-term rental application fee shall be in accordance with a fee schedule which is adopted by City Council from time to time.
- iii. The applicant/licensee shall reimburse the City for all out-of-pocket costs incurred during review of the application or license by outside consultants, including but not limited to legal fees and engineering fees. The City shall bill the applicant/licensee upon completion of the application or review process and completion of any conditions thereof. No application or license shall be finally approved until the bill is paid.
- iv. The Land Use Official will review and act on short-term rental licenses.
- v. As a condition of the issuance of an initial license, the City shall conduct a site inspection to ensure the standards set forth in this Section will be met, including but not limited to parking, carbon monoxide detectors, smoke detectors, street addressing, and lighting.
- vi. License renewals shall not require an additional inspection unless Land Use Official determines a new inspection is required due to changes since the last application, past complaints, or other issues that arise from the license review.
- vii. A short-term rental license shall be granted solely to the owner of record of the property for which the license is issued and shall not be transferable to any other person.
- viii. The short-term rental license may list a responsible party to ensure the requirements of this Section are

met; however, the property owner shall remain responsible for compliance.

- ix. Short-term rental licenses shall be issued for a period of one (1) year.
- x. All existing short-term rentals shall apply for a short-term rental license within three (3) months of the effective date of this ordinance. Thereafter, short-term rentals without a license shall be considered illegal and the City may pursue enforcement action.

d. Standards

- i. A short-term rental shall not change the residential character of the property by improvements that change the residential character.
- ii. A short-term rental shall not cause a public nuisance through adverse impacts such as lighting, parking, signage, trash, noise, glare, vibrations, or odors.
- iii. Signs are prohibited for short-term rentals in the R-1 and R-2 zone districts.
  - a. Short-term rentals that currently have a sign in the R-1 and R-2 zone districts shall remove all signage as a part of obtaining a license.
  - b. Signs in the C-1 and C-2 zone districts shall comply with the City Sign Code.
- iv. All short-term rentals shall clearly post the correct address on the exterior of the building in accordance with City addressing and street numbering requirements.

- v. The maximum number of persons per short-term rental shall be two (2) per bedroom, plus two (2) additional persons.
- vi. In addition to City of Ouray Municipal Code Section 10-2-Y, short-term rentals shall be subject to quiet hours between 11:00 PM and 7:00 AM.
- vii. One (1) parking space per bedroom shall be provided.
  - a. All parking for the short-term rental shall be provided on site, or on-street fronting the short-term rental where on-street parking is allowed by the City.
  - b. The on-street parking shall not be reserved for the short-term rental and will be available to the general public on a first come, first served basis.
  - c. No parking shall occur on sidewalks, lawns, or other landscaped improvements.
  - d. Trailer parking on City streets shall comply with the City of Ouray Municipal Code.
  - e. Parking shall be constructed and provided on-site if physically possible based on standard engineering practices.
  - f. On-street parking shall meet the applicable provisions of the City of Ouray Municipal Code and the parking requirements of the underlying zone district.

- viii. Short-term rentals shall meet the applicable snow removal and storage policies of the City of Ouray Municipal Code.
- ix. The short-term rental license shall designate a responsible party who is located within a forty-five (45) minute drive of the City and available for immediate response to issues or emergencies that arise from the short-term rental.
- x. A short-term rental shall only be leased or rented out to one party that occupies the entire dwelling. Individual rooms within a single-family dwelling short-term rental shall not be rented out separately unless either: (a) the dwelling unit has a separate, attached, or detached dwelling unit that complies with the applicable City of Ouray Municipal Code requirements (Building Regulations, OLC, etc.); or (b) the short-term rental has a separate entrance from the primary dwelling, the short-term rental bedroom or area has been constructed in accordance with the City Building Regulations, no more than one short-term rental bedroom is provided on the property, and the building use and design complies with the underlying zone district requirements.
- xi. The owner or responsible party shall collect and pay all applicable local, state, and federal taxes, including the City's Lodging and Occupation Tax.
- xii. The short-term rental shall meet all applicable local, state, and federal regulations, such as the Colorado requirement for carbon monoxide detectors (C.R.S. §§ 38-45-101 *et seq.*), and the City's Building Regulation requirement for smoke detectors, and other life-safety requirements, such as egress from sleeping areas.

- xiii. One (1) fire extinguisher shall be kept and maintained within the short-term rental kitchen area.
- xiv. Short-term rentals shall be evaluated to ensure required water and sewer investment fees and City utility fees are paid.
- xv. The short-term rental property shall be kept free from litter and junk as required by Ouray Municipal Code Section 10-2-Z (Litter and Junk).
- xvi. Trash or recycling shall not be stored in a location that is visible from the public street or sidewalk. The short-term rental shall comply with City of Ouray Municipal Code Section 12-1 (City's Refuse Collection Service), with arrangements for proper disposal of garbage, refuse and trash collection.
  - a. Short-term rentals shall be charged the residential rate to manage trash. The City may require a short-term rental property to provide for two or more residential trash services at the same address to manage trash (paying for two residences), or to provide for a commercial trash pickup of trash if residential service and pickup cannot manage trash in accordance with the City of Ouray Municipal Code and these regulations.
  - b. Trash shall be properly managed and not visible or overflowing so as to cause a nuisance.
  - c. Animal resistant trash containers shall be provided as required by the City of Ouray Municipal Code.

- xvii. Short-term rentals shall replace any exterior open light fixtures with dark sky compliant lighting.
- xviii. Short-term rentals shall comply with the City requirements for snow removal for public sidewalks through a property, and shall remove snow from required parking spaces and walkways to the short-term rental.
- xix. The Owner of the short-term rental shall annually provide proof of liability insurance to the City and shall execute and indemnification agreement in a form set forth by the City.
- xx. The following information shall be posted in readily visible location inside the short-term rental:
  - a. The Short-term Rental License issued by the City;
  - b. Contact information for the owner and, or, responsible party;
  - c. Maximum number of guests;
  - d. Location of fire extinguishers;
  - e. A copy of the noise ordinance and quiet hours of 11 PM to 7AM;
  - f. Parking and snow storage rules;
  - g. Trash disposal information;
  - h. How to sign up for emergency notifications;

- i. Information on any City fire bans or water use restrictions;
  - j. The short-term rental's address; and,
  - k. Map showing locations where trailer parking is allowed.
- xxi. All online or published advertising for the short-term rental shall display the City of Ouray Short-term Rental License number.
- xxii. The Land Use Official may impose reasonable license conditions to ensure the Short-term Rental Regulations will be met.
- e. Violations, Revocation and Penalties
  - i. The administration and enforcement of the Short-term Rental Regulations shall be as provided for in OLUC, 7-3-A.
  - ii. In addition to the foregoing, serious or repeat violations of the Short-term Rental Regulations may warrant revocation of a Short-term Rental License for a period of up to two (2) years.
- f. Appeals
 

Appeals of administrative decisions under this Section shall be made pursuant to OLUA Section 7-5-H.

### SECTION 3: EFFECTIVE DATE.

The provisions of this Ordinance shall become effective 30 days following publication pursuant to City of Ouray Home Rule Chart 3-5-G.



SECTION 4: SEVERABILITY.

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by 4-0 vote of the Ouray City Council this 20<sup>th</sup> day of MAY, 2019.

CITY OF OURAY, COLORADO

Pamela J. Larson  
Pamela J. Larson, Mayor

ATTEST:

Melissa M. Drake  
Melissa M. Drake, City Clerk

INTRODUCED, READ AND ADOPTED on second reading by 4-0 vote of the Ouray City Council this 17<sup>th</sup> day of JUNE, 2019.

CITY OF OURAY, COLORADO

Pamela J. Larson  
Pamela J. Larson, Mayor

ATTEST:

Melissa M. Drake  
Melissa M. Drake, City Clerk

### CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 4 (Series No. 2019), was introduced, read and passed by the Ouray City Council on first reading on MAY 20, 2019. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on MAY 23, 2019, and thereafter introduced, read and adopted by the Ouray City Council on JUNE 17, 2019, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake  
Melissa M. Drake, City Clerk

**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 here by 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

From: Christopher Schmidt <christopher\_r\_schmidt@hotmail.com>

Sent: Monday, August 16, 2021 4:34 PM

To: Lily Oswald <oswaldl@cityofouray.com>; Greg Nelson <nelsong@cityofouray.com>; Glenn Boyd <boydg@cityofouray.com>; Ethan Funk <funke@cityofouray.com>; John Wood <woodkj@cityofouray.com>; Peggy Lindsey <lindseyp@cityofouray.com>

Subject: 1919 STR Application

Re: 1919 Main Street STR

16-August

Mayor Nelson, Community Development Coordinator Oswald, Council Member Lindsey, Council Member Boyd, Council Member Funk, and Mayor Pro Tem Wood,

I sincerely apologize for failing to attain an STR permit before sending a \$500 official check to the City July 26. I was unaware of the requirement and have had both short-term and long-term renters since 2019 (I purchased the townhome November 2018). I have since unlisted the unit on Airbnb and contacted Dan Reardon for an inspection. As retribution, I would gladly pay the application fee of \$500 for 2019 and 2020 (\$1,000 total) in addition to the \$500 for 2021. If you all feel that a steeper penalty should be assessed I would be amenable to your decision. Should I be approved for the permit I will be sure to pay the ongoing \$250 per year.

I love Ouray and I would never sidestep or short change the City of its rightful dues.

Thank you for your time and consideration,

Regards,

Chris Schmidt, 419-467-1995

526 5th Street

Berthoud, CO 80513

# memo

To: Members of the Ouray City Council  
From: Sara Donaldson  
CC: Lily Oswald, Community Development Coordinator  
Date: August 30, 2021  
Re: STR Permit

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Comments: I am writing regarding the STR Permit process.

My husband and I own a property in the Elkhorn Townhomes. The address is 1943 Main St. We purchased this property in 2018 and absolutely love it and the town of Ouray. We utilize the space as much as we can throughout the year and when we are not there, we rent it out.

On August 12<sup>th</sup>, 2021, we received a certified letter stating that we were illegally renting our property. It was dated for the 5<sup>th</sup> of August, but we recently moved, and it took a few days to receive from the forwarding process. You can imagine our shock, as we were unaware of this special permit and have not received any other communication regarding it. I immediately tried to connect with Ms. Oswald to discuss the situation. I said that we were happy to apply for the special permit and what were the steps that we needed to ensure that we were complying? She stated that we were lumped into a group and that we were unable to apply. I explained that we had no knowledge and/or other communication stating that we were violating any rules. I was told that I would have to appeal, but there was no appeal process at this time. Ms. Oswald then suggested that I attend the Public City Council meeting in order to be a topic for the following agenda.

I attended the meeting on August 16<sup>th</sup>, 2021. At that time, it was explained to me that there had been a lot of turnover within the position of the Community Development Coordinator, the "appeal process" hadn't been identified, and I would be contacted once the city attorney had decided on the "appeal process".

It appears that we are being penalized for something that is out of our control. We are absolutely willing to take whatever steps to ensure that we are complying. Had there been any prior communication regarding noncompliance we would have addressed it immediately, as we did when we received the one piece of communication on August 12<sup>th</sup>, 2021. The article that we found stated the permit was effective in 2019 and we purchased our property in 2018. Again, we want to comply and be contributing members to the city of Ouray. We love our property and are excited that other people can experience all the town has to offer when we are not able to. I feel that we should not be penalized for something of which we had no knowledge. We are willing to take the corrective measure as soon as this process is identified.

Respectfully,

Sara Donaldson

John W Cartier  
21 Animas Dr  
Durango CO 81301

September 2, 2021

Dear Ouray City Counsel,

My name is John (Jack) Cartier. I have owned the house at 727 4<sup>th</sup> Street in Ouray since 1979. I have continuously had a short-term summer rental at the property since 1997, advertised as the Cartier Victorian House. I utilize the house with my family during the fall, winter and spring months. The rental is currently rented through VRBO and managed by Leo Lloyd, phone 970-799-2548; email [leo.lloyd@durangofire.org](mailto:leo.lloyd@durangofire.org). He is a local friend that lives in Durango.

I have a current, 2021;

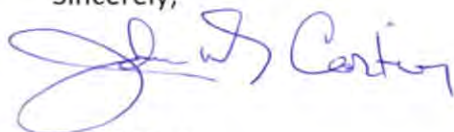
- State Sales Tax License Account #01243416-000 (see attached)
- Ouray County Sales Tax License Account #56-0011-001 (see attached)

I have had these licenses since commencing rental activity in 1997.

I was living in New Zealand from the end of 2017 through February 2019, returning for health reasons. My daughter Grace Cartier and Leo Lloyd were managing the Cartier House and mail during my absence. I first became aware of the new City of Ouray ordinance when my ex-wife gave me a letter from Dave Doherty, Building Official from the City of Ouray in January of 2021. At that time, I phoned the number on the letter, only to be told that Dave was unavailable and to speak with Bev Martinsen, a City Administrator. She then forwarded me to Chris Hawkins from Community Development to clarify what actions I needed to take to come into compliance. I was told that I needed to fill out a Residential Personal Property Declaration Schedule and send it in, and no mention was made of the short-term rental license. I did so and did not hear back. I have fully paid all State, County and Lot Sales taxes since I began summer rentals of my house in 1997.

I am sorry for the oversight that has occurred and am happy to correct any outstanding issues. I am retired and the income I gain from my house in Ouray is very important to me.

Sincerely,



Jack Cartier  
Phone: 970-769-7168  
Email: jackwcartier@gmail.com

STATE COUNTY CITY  
COLORADO OURAY OURAY

Must collect  
taxes for:  
**SALES TAX  
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
01243416-0000	56-0011-001	I	070198			Jan	10	20	2021

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: CARTIER HOUSE  
727 4TH ST OURAY CO 81427

**THIS LICENSE IS NOT  
TRANSFERABLE**



JOHN W. CARTIER  
21 ANIMAS PL  
DURANGO CO 81301-4339

Executive Director  
Department of Revenue

Letter Id: L0843577696

▲ Detach Here ▲  
**IMPORTANT INFORMATION**

**Now that you have your license, here's what you need to know:**

- Use the letter ID above and go to [Colorado.gov/RevenueOnline](http://Colorado.gov/RevenueOnline) to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
- **Monthly filer due dates:** On the 20th day of the month following the reporting period end date.
- **Quarterly filer due dates:** April 20th, July 20th, October 20th and January 20th.
- **Annual filer due dates:** January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website [Colorado.gov/tax](http://Colorado.gov/tax) and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

**Thank you for registering with the Colorado Department of Revenue.**

**Revenue**  
**ONLINE**



State of Colorado  
RESIDENTIAL PERSONAL PROPERTY  
DECLARATION SCHEDULE  
(CONFIDENTIAL DATA)

RETURN TO COUNTY ASSESSOR

Ouray County PO Box 665, Ouray CO 81427

DO NOT USE - FOR ASSESSOR ONLY

RECEIVED

COMPLETED

LATE FILING PENALTY APPLIED ☐ YES ☐ NO

B.A. CODE T.A. CODE SCHEDULE/ACCT. NO.  
101 R000165

Assessment Date Due Date  
January 1, 2021 April 15, 2021

A. NAME AND MAILING ADDRESS (INDICATE ANY  
CHANGES OR CORRECTIONS)  
CARTIER JOHN W JR  
21 ANIMAS PLACE  
DURANGO, CO 81301

PHYSICAL LOCATION OF THE PERSONAL PROPERTY  
AS OF JANUARY 1, 2021

727 4TH ST  
Ouray

Rented Area: \_\_\_\_\_ Square Feet

451531105011

B. RENTAL STATUS: (Please check the appropriate boxes ONLY).

The assessor may select your rental property for an audit whether or not you file a declaration schedule.

☐ NOT CURRENT OWNER. If you are not the current owner, check here and provide the name and address of the new owner.

Date Sold:

☐ CHECK HERE IF NO LONGER A RENTAL. Ending rental date

☐ FIRST TIME FILER / NEW RENTAL / NEW OWNER. YOU MUST ATTACH A COMPLETE DETAILED LISTING of all  
your residential personal property including the cost and month/year first rented.

☒ EXISTING RENTAL. Indicate any additions and/or deletions to your listing in Section D.

SEASONAL Summer  
RENTAL

☒ CHECK HERE IF THERE ARE NO CHANGES FROM LAST YEAR'S DECLARATION SCHEDULE INFORMATION.  
IF SO, GO DIRECTLY TO SECTION F. COMPLETE IT, SIGN IT, AND RETURN FORM TO THE ASSESSOR.

C. UNIT DESCRIPTION: Please describe your rental unit by CHECKING the appropriate boxes below.

☒ Furnished ☐ Unfurnished ☐ Studio ☒ Number of Bedrooms: 2 Bedrooms ☐ Mobile Home ☐ Other

**\*\*FOR THE MOST ACCURATE ASSESSMENT, IT IS RECOMMENDED THAT YOU ATTACH A COMPLETE  
ITEMIZED ASSET LISTING WITH EACH RENTAL PERSONAL PROPERTY DECLARATION FILING.\*\***

D. LISTING OF PERSONAL PROPERTY: ADDITIONS AND DELETIONS.

☒ IF NO ADDITIONS, check here; otherwise, list all personal property acquired prior to January 1. Attach additional sheets if necessary.

NOTE: List ALL personal property with a life of greater than one year and assets that are subject to IRS depreciation. Please make sure that you  
declare all newly acquired, refurbished, and/or replaced furniture and appliances.

Item ID Number	Description of Furniture, Furnishings, Household Goods, Equipment, Art, Etc. Note the brand and model, if applicable.	Year Acquired	Check New or Used for Each Item:	Your Original Installed Cost	Month & Year First Placed into Service
USE ATTACHED SECTION D FORM TO VERIFY/ADD/DELETE INVENTORY					
			<input type="checkbox"/> New <input type="checkbox"/> Used	\$	
			<input type="checkbox"/> New <input type="checkbox"/> Used	\$	
			<input type="checkbox"/> New <input type="checkbox"/> Used	\$	
<input type="checkbox"/> IF NO DELETIONS, check here; otherwise, list all personal property sold, traded, or discarded prior to January 1. Attach separate sheet(s) if needed.					
Item ID Number	Description of Furniture, Furnishings, Household Goods, Equipment, Art, Etc. Note the brand and model, if applicable.	Year Acquired	Check New or Used for Each Item:	Your Original Installed Cost	
			<input type="checkbox"/> New <input type="checkbox"/> Used	\$	
			<input type="checkbox"/> New <input type="checkbox"/> Used	\$	
			<input type="checkbox"/> New <input type="checkbox"/> Used	\$	

SEE OTHER SIDE

**E. LIST ALL FULLY DEPRECIATED ASSETS / EXPENSED ITEMS:** Attach a separate sheet including the appropriate Federal Forms denoting all fully depreciated assets and expensed items. If you have none, write "None."

Description	Year Acquired	Cost	Description	Year Acquired	Cost
1. <u>NONE</u>		\$	4.		\$
2.		\$	5.		\$
3.		\$	6.		\$

**F. LEASED, LOANED, OR RENTED PROPERTY (Furniture, Signs, Etc.) Declare Personal Property Owned by Others.**

Did you possess any leased, loaned, or rented machinery, equipment, furniture, signs, vending machines, etc., on January 1? ☐ Yes ☒ No  
If you checked yes, list the items below, showing owner's name, address, and telephone number; property description; etc. If any of the leased equipment listed is capitalized on your books and records, please check the box at the beginning of the line corresponding with the name of the Lessor. If additional room is needed, attach a complete listing of all leased personal property. If you checked no, go to Section G to complete this form.

Owner / Lessor's Name, Address, Telephone Number	Description Including Model/Serial Number	Cost of Lease	Lease Number	Term (From-To)	Annual \$ Rent
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
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<input type="checkbox"/>					
<input type="checkbox"/>					

Are purchase or maintenance options included in the total annual rent shown above? ☐ Yes ☐ No If yes, please furnish details.

**G. IS THERE ANY RENEWABLE ENERGY PROPERTY (e.g., solar panels, wind turbines, hydroelectric property) AT THIS LOCATION?** ☐ Yes ☒ No, IF YES, THE PROPERTY IS: ☐ Owned ☐ Leased, IF OWNED, COMPLETE THE DS 058 FORM.

**H. DECLARATION**

THIS RETURN IS SUBJECT TO AUDIT

"I declare, under penalty of perjury in the second degree, that this schedule, together with any accompanying exhibits or statements, has been examined by me and to the best of my knowledge, information, and belief sets forth a full and complete list of all taxable personal property owned by me, or in my possession, or under my control, located in this county, Colorado, on the assessment date of this year; that such property has been reasonably described and its value fairly represented; and that no attempt has been made to mislead the assessor as to its age, quality, quantity, or value." § 39-5-107(2), C.R.S.

PROPERTY OWNER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)/SOCIAL SECURITY NUMBER (SSN)

NAME OF OWNER JOHN W CARTIER

PRINT NAME OF PERSON SIGNING JOHN W CARTIER PHONE NUMBER 970 769 7168

E-MAIL ADDRESS jackwcarter@gmail.com FAX NUMBER

SIGNATURE OF OWNER OR AGENT [Signature] DATE January 25, 2021

☐ Check here if new agent. If new agent, submit a letter of authorization when filing this form.

**PLEASE COMPLETE, SIGN AND RETURN TO THE ASSESSOR ON OR BEFORE APRIL 15, 2021**

**MAKE A COPY FOR YOUR RECORDS.**