

**AGENDA
OURAY CITY COUNCIL**

October 18, 2021 - 1:00 pm

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

ZOOM MEETING (FOR LISTENING PURPOSES ONLY)

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

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

Regular Meeting – 1pm

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING
 - a. Resolution 14, 2021 - Lot Split of Lot 14 of the Wanakah Estates Subdivision [Page 2 & 56](#)
 - b. Ordinance 7, 2021 – Regarding Short-term Rental Regulations [Page 58](#)
5. CEREMONIAL/INFORMATIONAL – Ouray Ice Park, Inc. (OIP) Pre-Season Report [Page 17](#)
6. CITIZENS’ COMMUNICATION [Page 36](#)
7. CITY COUNCIL REPORTS/INFORMATION - Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
8. DEPARTMENT REPORTS
 - a. City Administrator [WTP Reports Page 38](#)
 - b. Finance and Administration Director
 - i. Sales Tax Report [Page 44](#)
 - ii. LOT [Page 49](#)
 - iii. Pool Visitation [Page 52](#)
 - iv. Box Canon Visitation [Page 53](#)
 - c. Community Development Coordinator [Page 54](#)
9. CONSENT AGENDA - None
10. ACTION ITEMS
 - a. Resolution 14, 2021 – Lot Split of Lot 14 of the Wanakah Estates Subdivision [Page 56](#)
 - b. Ordinance 7, 2021 – Regarding Short-term Rental (STR) Regulations – Second Reading [Page 58](#)
 - c. Consideration of Professional Services Agreement with Deckard Technologies, Inc. (Rentalscape) for STR Monitoring Services [Page 68](#)
 - d. Resolution 12, 2021 – Updated Policies, Fees and Applications for Short-term Rental (STR) Licenses [Page 78](#)
 - e. Resolution 15, 2021 – Resolution in Support of STR Excise Tax (Referred Ballot Measure 2A on the Nov. 2, 2021 Ballot) [Page 103](#)
 - f. Ordinance 8, 2021 – Establishing the Tourism Advisory Committee (TAC) as a Standing Recommending Body [Page 105](#)
11. DISCUSSION ITEMS
 - a. Off-leash Dog Hours at Fellin Park
 - b. Future Agenda Items (Business Registration Ordinance First Reading Scheduled for Nov. 1, 2021)
12. ADJOURNMENT

320 6th Avenue
 PO Box 468
 Ouray, Colorado 81427



970.325.7211
 Fax 970.325.7212
 www.cityofouray.com

TO: Ouray City Council
 FROM: Lily Oswald, Community Development Coordinator
 FOR: October 18, 2021
 SUBJECT: TBD Hinkson Terrace – Lot Split Application

APPLICATION & PROPERTY SUMMARY

Application Summary:	The applicant is applying for a Lot Split (“Silver Terrace Lot Split”) of Lot 14 of the Wanakah Estates Subdivision to create seven (7) new lots for residential use.
Address:	TBD Hinkson Terrace
Legal Description:	Subd: WANAKAH ESTATES SUBDIVISION LOT 14 MINOR SUBDIVISION Lot: 14 PT OF WATSON PLACER MS 143 S: 31 T: 44 R: 7 Parcel # 451725100006
Applicant/Agent:	Mark Iuppenlatz
Property Owner:	Ouray Housing Group, LLC
Zoning:	R-2: Residential – High Density
Existing Use:	Vacant
Proposed Use:	N/A
Site Size:	3.09 acres
Adjacent Land Uses:	
North:	(R-2) Residential
South:	(R-2) Residential
East:	(R-2) Residential
West:	Ouray County; San Juan National Forest
Located Within National or Local Historic District Boundary	No
Located Within Commercial Historic Boundary	No

ZONE DISTRICT DIMENSIONAL REQUIREMENTS (R-2)

Requirement	Required	Proposed/Existing
Minimum Lot Area	7,100 SF	Proposed lots ranging from 18,219 SF to 22,186 SF
Maximum Density	3,550 SF/DU, 1,183 SF/LU	TBD
Setbacks		
Front (East)	15 ft	N/A
Rear (West)	5 ft.	N/A
Side (North)	5 ft.	N/A
Side (South)	5 ft.	N/A
Roof Eaves		N/A
Building-to-Building	10 ft.	N/A
Minimum Floor Area	Comply w/ Building Code	Comply w/ Building Code
Maximum Floor Area	10,650 SF	N/A
Maximum Height	35 Ft.	N/A
Off-Street Parking	2 Spaces per Residential Unit	N/A

BACKGROUND

Lot 14 of the Wanakah Estates Subdivision was formally platted (via Minor Subdivision process) on March 15, 2021 (reception no. 229005). In June 2021, the applicant submitted a Site Development Permit (SDP) for Lot 14 along with a variety of reports that were considered by the City for multifamily, condominium development. The City requested more information and reiterated findings that were outlined in the applicant’s own submitted reports and in response the request was pulled by the applicant. The applicant is now submitting a Lot Split application for City Council consideration. The applicant is seeking to split Lot 14 of the Wanakah Estates Subdivision into seven (7) lots by Lot Split. Lot 14 is currently vacant, and no other residential development proposals have been submitted at this time. The applicant is referring to said Lot Split as the “Silver Terrace Lot Split” (Exhibit C).

CRITERIA FOR DECISION

Ouray Municipal Code (OMC) allows for Lot Splits to occur on lots previously created by a subdivision plat which has been approved and accepted by the City, recorded in the Ouray County records, and may be divided if the criteria in §7-7-C-5 is fulfilled and City approval is granted. Specifically, Lot Splits are only allowable if the lots created by the split comply with the minimum design standards for lots and with the applicable dimensional requirements of the City Zoning Regulations. In addition, all lots created by the split are subject to existing easements.

The applicant is required to submit an application, applicable fee, deed, or other instrument to the City for Review, per §7-7-C-5(c). City staff may require an improvements survey be submitted.

STAFF ANALYSIS

§7-7-E-6, LOT DESIGN STANDARDS:

Staff finds the lots created by the proposed Lot Split meet the requirements outlined in §7-7-E-6. The lot lines are drawn at right angles to Hinkson Terrace. Each of the seven (7) new lots will have access to a public road, meet the requirements of the State Highway Access Code, have

access to public utilities which are located in the Hinkson Terrace ROW, and conform to City Zoning regulations.

§7-5-D, DIMENSIONAL REQUIREMENTS

The subject parcel is within the R-2 High Density Zoning District and must conform to this zone's dimensional requirements (north of Skyrocket). As outlined in the Zone District Dimensional Requirements table, the proposed Lot Split will result in seven (7) lots that all meet the minimum lot area requirement per the OMC. Staff finds the proposed Lot Split is in compliance with the dimensional standards of the R-2 zone district; each proposed lot is of reasonable size to develop for future residential use, similar to adjacent properties. Since no development is currently proposed, the density, setback, roof eave, floor area, site coverage, impervious surface coverage, and height and bulk requirements are not applicable at this time.

§7-7-C-5(b)(ii), EXISTING EASEMENTS & DEEDS

A criteria for decisions on Lot Splits is ensuring the deed or other instrument creating the split shall reserve and be subject to existing easements. There is a 100-foot building setback and drainage maintenance easement parallel to the west boundary of subject property. This 100-foot easement was described and recorded with this property in the Minor Subdivision in 2021 and remains on the proposed Lot Split Plat (Exhibit C). The proposed Lot Split also includes a 25-foot drainage easement between proposed lots 20 and 19. Staff finds the only existing easement (the 100-foot building setback and drainage maintenance easement, reception #229005) will be retained through the Lot Split proposal and run with these proposed lots.

§7-5-E-4, RESIDENTIAL DISTRICT – R-2: HIGH DENSITY

The application has no uses proposed at this time. Any use proposed would need to meet the R-2 Zone District requirements and adhere to all adopted building and development standards.

PUBLIC NOTICE

Public notice was posted for hearing on September 13, 2021 and meeting notice was posted on October 15, 2021. No correspondence has been received.

OPTIONS FOR CITY COUNCIL

Per the OMC, Lot Splits must obtain final approval/denial from the City Council; the Planning Commission acts as a recommending body for Lot Splits. Planning Commission recommended approval of the Lot Split application during the 10/12/21 regular meeting by approval of Resolution No. 21-03 (Exhibit B). Per staff's analysis above and Planning Commission's recommendation, a Resolution has been drafted for City Council approving the Lot Split with outlined conditions. City Council's options for this Lot Split application are:

1. Approve the Resolution as drafted;
2. Approve the Resolution with specific changes; or
3. Direct staff to draft a Resolution of denial of the Lot Split; or
4. Continue the matter on a specific date.

ATTACHMENTS

Exhibit A: Drafted Resolution No. 14 (Series 2021)
Exhibit B: Planning Commission Resolution No. 21-03
Exhibit C: Silver Terrace Lot Split Plat
Exhibit D: Master Land Use Application & Property Deed
Exhibit E: Lot 14 Improvement Survey Plat (Reception no. L0335)
Exhibit F: Lot 14 Minor Subdivision (Reception no. 229005)

RESOLUTION NO. 14 (SERIES 2021)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY,
COLORADO APPROVING THE LOT SPLIT OF LOT 14 OF THE
WANAKAH ESTATES SUBDIVISION.**

WHEREAS, Mr. Mark Iuppenlatz (“Applicant”) on behalf of Ouray Housing Group, LLC (“Owner”) submitted a land use application defined herein, for Lot 14 of the Wanakah Estates Subdivision (“Property”); and

WHEREAS, the Applicant submitted a land use application requesting to split Lot 14 of the Wanakah Estates Subdivision into seven (7) lots, to be known as the Silver Terrace Lot Split (“Application”); and

WHEREAS, the Property is located within the R-2 Residential – High Density Zone District; and

WHEREAS, a notice of the public hearing was provided in accordance with City policies and City of Ouray Municipal Code requirements, section 7-7-C-5; and

WHEREAS, the Planning Commission of the City of Ouray held a public hearing on October 12, 2021 and approved of Resolution no. 21-03 making a recommendation of approval of said lot split to the City Council; and

WHEREAS, the City Council of the City of Ouray held a public hearing on October 18, 2021 and has reviewed and considered said lot split request, the Application and related documents submitted to the City, all written and verbal public comment, and considered compatibility with adjacent land uses and considered this request in accordance with section 7-7-C-5 of the City of Ouray Municipal Code.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO hereby approves this lot split with the following conditions be completed prior to recordation;

1. Plat Note no. 4 of the Silver Terrace Lot Split Plat shall define the date of fieldwork;
2. A Plat Note shall be added to the Silver Terrace Lot Split Plat that formally releases Plat Note no. 2 from reception no. 229005; and,
3. A signature block for the Ouray Planning Commission Chair shall be added alongside the Approval of City Council signature block.

ADOPTED this ___ day of October 2021, by the Ouray City Council.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

**PLANNING COMMISSION RESOLUTION NO. 21-03
CITY OF OURAY, COLORADO**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
OURAY, COLORADO RECOMMENDING THE LOT SPLIT OF LOT 14
OF THE WANAKAH ESTATES SUBDIVISION TO THE OURAY CITY
COUNCIL.**

WHEREAS, Mr. Mark Iuppenlatz (“Applicant”) on behalf of Ouray Housing Group, LLC (“Owner”) submitted a land use application defined herein, for Lot 14 of the Wanakah Estates Subdivision (“Property”); and

WHEREAS, the Applicant submitted a land use application requesting to split Lot 14 of the Wanakah Estates Subdivision into seven (7) lots, to be known as the Silver Terrace Lot Split (“Application”); and

WHEREAS, the Property is located within the R-2 Residential – High Density Zone District; and

WHEREAS, a notice of the public hearing was provided in accordance with City policies and City of Ouray Municipal Code requirements, §7-7-C-5; and

WHEREAS, the Planning Commission of the City of Ouray held a public hearing on October 12, 2021 and has reviewed and considered said lot split request, the Application and related documents submitted to the City, all written and verbal public comment, and considered compatibility with adjacent land uses and considered this request in accordance with §7-7-C-5 of the City of Ouray Municipal Code.

NOW, THEREFORE, BE IT RESOLVED THE PLANNING COMMISSION OF THE CITY OF OURAY, COLORADO hereby recommends approval of this lot split with the following conditions to be completed prior to recordation;

1. Plat Note no. 4 of the Silver Terrace Lot Split Plat shall define the date of fieldwork;
2. A Plat Note shall be added to the Silver Terrace Lot Split Plat that formally releases Plat Note no. 2 from reception no. 229005;
3. A signature block for the Ouray Planning Commission Chairman shall be added alongside the Approval of City Council signature block.

ADOPTED by the Planning Commission of the City of Ouray at its regular meeting on October 12, 2021 by the following vote:

AYES: 5

NOES:

ABSENT:

ABSTAIN:

APPROVED:



Jeff Skoloda, Chairman

ATTEST:



Beverly Martensen, Deputy Clerk

Silver Terrace Lot Split

Wanakah Estates Subdivision Lot 14 Minor Subdivision

City of Ouray, Colorado

Sec.31 T44N R7W N.M.P.M.

FOR CITY REVIEW

CERTIFICATE OF OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned owners of said property, located in the the City of Ouray, State of Colorado, being described as follows:

Wanakah Estates Subdivision Lot 14 Minor Subdivision, Part of the Watson Placer (M.S. 143), City of Ouray, Colorado, Sec. 31 T44N R7W N.M.P.M., as shown on the plat recorded on 5-27-2021 at Rec.No. 229005.

County of Ouray, State of Colorado

HAVE BY THESE PRESENTS, caused to be laid out, platted, and subdivided the above described into lots, as shown on this plat, under the name and style of the Silver Terrace Lot Split.

OWNER: _____
San Juan Mountainside LLC, by Ryan Hein, Managing Member

STATE OF _____)

COUNTY OF _____)

The foregoing signatures were acknowledged before me this ____ day of _____, 20____, by _____.

My commission expires _____

Witness my hand and seal _____
Notary Public

ATTORNEY'S CERTIFICATE:

I, Josh W. Mack, an attorney duly licensed to practice law in Colorado do hereby certify that: (1) I have examined title to the platted property, and the title is in the name of those parties executing the certificate of ownership and dedication, (2) such property is free and clear of all liens and encumbrances except _____; and any property dedicated to the City of Ouray will be free and clear of all liens and encumbrances affecting marketability.

Attorney at Law Registration No. 37858 Date

TREASURER'S CERTIFICATE:

I certify that as of today, there are no delinquent taxes due, nor are there any tax liens against the property described herein or any part thereof, and that all taxes for previous years that are currently due and payable have been paid in full.

Date: _____, 20____

_____, Ouray County Treasurer

Surveyor's Certification Statement

I, Timothy A. Pasek, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this plat, consisting of two (2) sheets, accurately represents, to the best of my knowledge, information and belief, a survey made by me or under my responsible charge in accordance with applicable standards of practice. This survey is not a warranty or guarantee, expressed or implied. This survey does not show easements except those specifically shown hereon.

Timothy A. Pasek
Colorado P.L.S. 38727

APPROVAL OF CITY COUNCIL:

Approved by the Ouray City Council this ____ day of _____, 20____.

Greg Nelson, Mayor

APPROVAL OF CITY ATTORNEY:

Approved for recording this ____ day of _____, 20____ by _____, City Attorney.

Attorney at Law Registration No. Date

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____M.

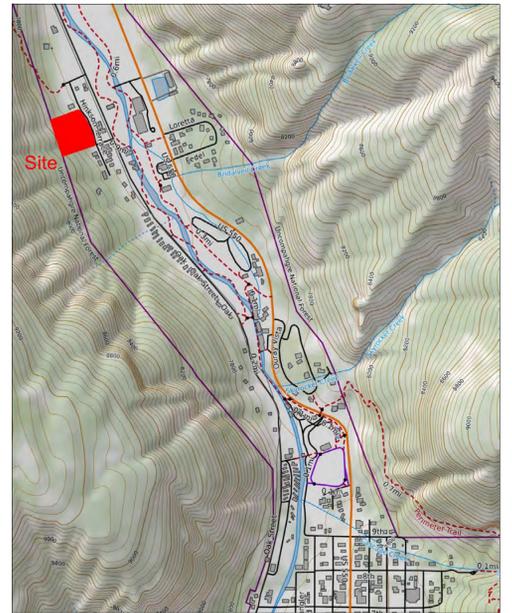
on the ____ day of _____, 20____.

Reception No. _____.

Ouray County Clerk and Recorder

Plat Notes:

1. This survey is valid only if print has original seal and signature of surveyor.
2. Basis of Bearings: Bearings are local grid bearings. The bearing of the line between the southeast corner of Lot 21, Wanakah Estates Subdivision Filing No.4, City of Ouray, Colorado, and the northeast corner of Lot 23 of said Subdivision is assumed to be N 23°00'26" W as shown on plat of said Subdivision. All bearings shown hereon are relative thereto.
3. No underground utility locates were performed as part of this survey. No research has been done concerning the existence, size, depth, condition, capacity or location of any utility or municipal/public service facility. For information regarding these utilities, please contact the appropriate agencies. All underground utilities must be field located by the appropriate agency or utility company prior to any excavation, pursuant to C.R.S. 9-1.5-103.
4. Dates of fieldwork: TBD
5. According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from date of certification shown hereon.
6. Any person who knowingly removes, alters, or defaces any legal land boundary monument and/or boundary monument accessory, commits a class 2 misdemeanor pursuant to C.R.S. 18-4-508.
7. The Owner agrees to indemnify and hold harmless the City of Ouray, its agents, officers and employees from and against any and all liability, expenses including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, or property damage arising from or connected with any activity related to geological hazards, geologic conditions and mitigation measures.



Location Map - not to scale

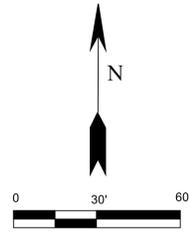
FOR CITY REVIEW

Silver Terrace Lot Split
TBD Hinkson Terrace
Ouray, CO 81427

Monadnock Mineral Services LLC P.O. Box 85 - 342 7th Ave Ouray, CO 81427	
Job No. J2020-71	Sheet 1 of 2

Silver Terrace Lot Split

Wanakah Estates Subdivision Lot 14 Minor Subdivision
 City of Ouray, Colorado
 Sec.31 T44N R7W N.M.P.M.

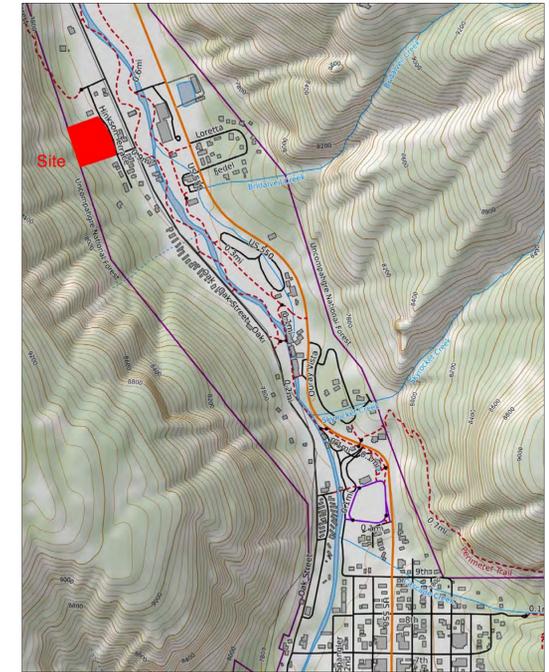


Scale: 1"=30'

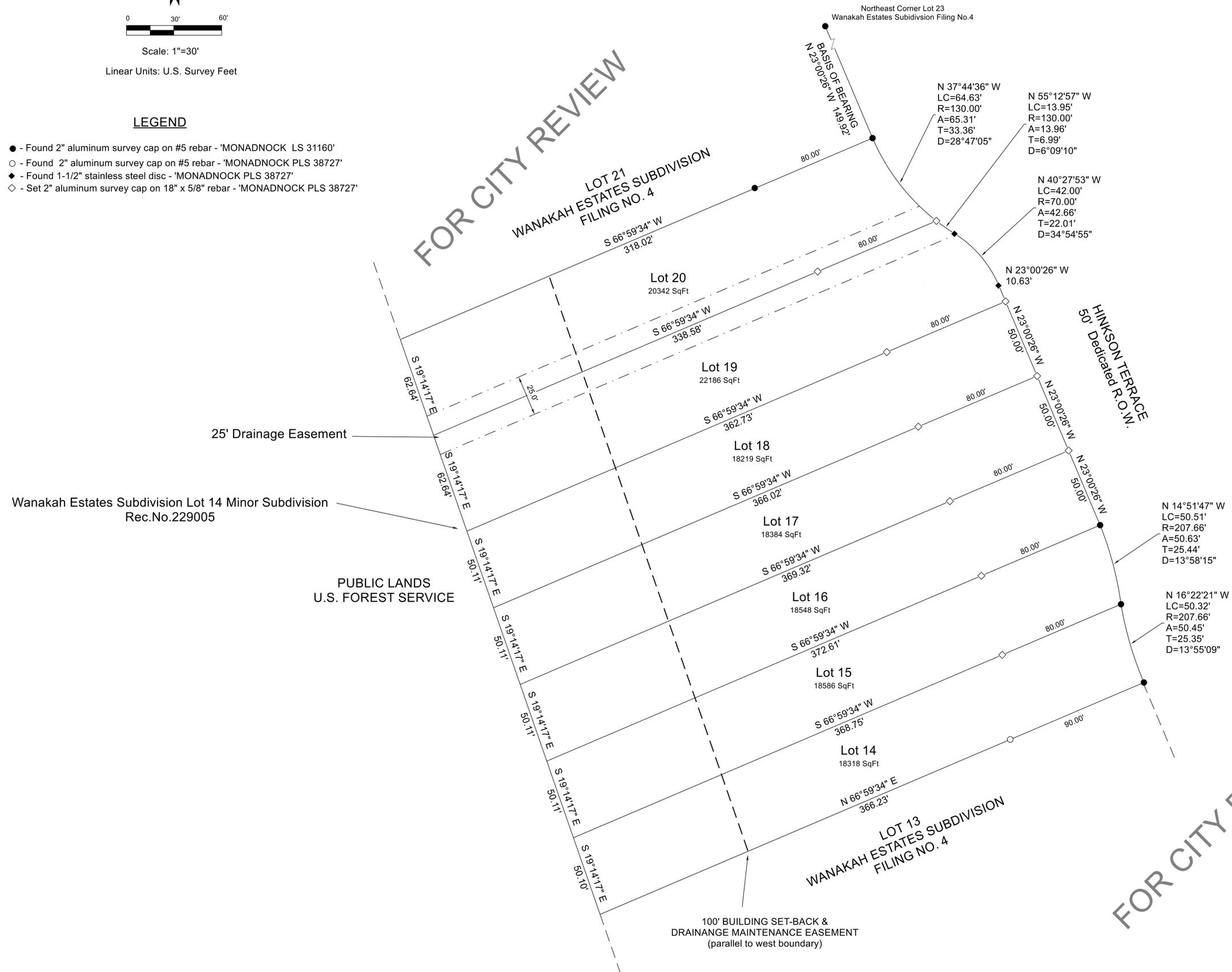
Linear Units: U.S. Survey Feet

LEGEND

- - Found 2" aluminum survey cap on #5 rebar - 'MONADNOCK LS 31160'
- - Found 2" aluminum survey cap on #5 rebar - 'MONADNOCK PLS 38727'
- ◆ - Found 1-1/2" stainless steel disc - 'MONADNOCK PLS 38727'
- ◇ - Set 2" aluminum survey cap on 18" x 5/8" rebar - 'MONADNOCK PLS 38727'



Location Map - not to scale



FOR CITY REVIEW

Silver Terrace Lot Split
 TBD Hinkson Terrace
 Ouray, CO 81427

Monadnock Mineral Services LLC
 P.O. Box 85 - 342 7th Ave
 Ouray, CO 81427

Job No. J2020-71 Sheet 2 of 2

Community Development
P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427
970-325-7211 main
970-325-7212 fax
www.cityofouray.com



FOR STAFF USE ONLY

Permit Number: _____

Receipt Number: _____

DATE OF APPLICATION: 9/28/2021

Check appropriate request

MASTER LAND USE APPLICATION

- Site Development Permit \$200
- Conditional Use Permit \$200
- Variance Request \$500
- Rezone \$200
- Sketch Plan \$200
- Preliminary Plat \$400
- Final Plat \$300
- Lot Split \$300
- Minor Subdivision \$250
- Replat or Plat Amendment \$300
- Mobile Home or RV Park \$300
- Other _____

No Fee Applications/Requests:

___ Appeal of Administrative Determination

___ Interpretation of a Use not Itemized

PRINT ALL INFORMATION FOR LEGIBILITY

Project Name: SILVER TERRACE

Ouray County Property Account(s): _____

Ouray County Parcel Number(s): _____

Site Address: (TBD) or #: HINKSON TERRACE - TBD

Property Owner(s): Ouray Housing Group, LLC

Address: PO Box 7214

City/State/Zip: Ouray, CO 81427

Phone Number: 970-946-2089 E-Mail Address: MARKIuppenhartz@gmail.com

Applicant (If different than property owner): _____

Address: _____

City/State/Zip: _____

Phone: _____ E-Mail Address: _____

Authorized Agent (for property owner/applicant): Mark Iuppenhartz

Address: 521 Fifth St, PO Box 795

City/State/Zip: Ouray CO 81427

Phone Number: 970-946-2089 E-Mail Address: MARKIuppenhartz@gmail.com

Proposed Use: Residential Lots

Existing Use: RESIDENTIAL LOT

Site Area: 3 ACRES

Existing Buildings to Remain or be Removed: Yes No (circle one) NA

Existing Building Coverage (Total Floor Area): _____ Proposed Building Coverage (Total Floor Area): _____

Number of Existing Lots: 1 Proposed Number of Lots: 7

Is the property subject to flooding, landslides, debris flows or other natural or geologic hazards? Circle one Yes No

Briefly describe: Yes, Rockfall mitigation Beam HAS BEEN Engineered and will BE installed. Storm detention will ALSO BE put in PLACE per Engineer design - previously submitted.

Turn Over to Page 2

SUBMITTAL REQUIREMENTS (See Chapter 7 for specifics to any request):

Interpretations for Uses Not Itemized: A completed application form, cover letter explaining or describing the use or activities proposed for the site with sufficient detail to understand the activity or use adequately. Supplemental information or pictures may be attached. Research from other sources can be provided to help explain what is the use not itemized.

Variations: A completed application form, filing fee, a cover letter and supporting documentation to explain the issue at the site that needs a waiver or modification of the regulations and explanation of how the situation might be remedied with the least variance or exception possible to achieve a positive outcome. If work was done contrary to the Building or Land Use Regulations an explanation for this situation will need to be provided. All information to be provided on a compact disk or thumb drive.

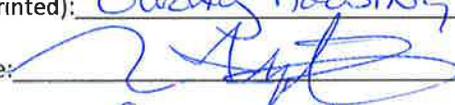
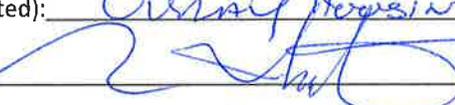
Appeals: A completed application form, a cover letter and any supporting documentation to explain the appeal from an administration action or determination.

Site Development Permits and Subdivision Requests: A completed application form, filing fee, detailed graphics as indicated by the Code provisions (three paper copies or sets), and three paper copies of all supplemental reports and information. Current proof of ownership or notarized consent by the property owner for a different individual or firm to be the applicant of the legal owner (one copy). All information to be provided on a compact disk or thumb drive.

PLEASE NOTE: Any incomplete application will not be accepted and will be returned to the applicant for completion and return to the Community Development Office.

Acknowledgements:

- a. Per Section 7-3 Administration B. Fees. The applicant is responsible for all costs incurred by the City which may include legal fees, postage, notice and publication costs, other professional services or charges by outside agencies for the review and processing of the applicant's request. The Applicant will be invoiced of such charges for payment within 30 days of mailing. Invoices not paid prior to the final decision meeting or action as requested, may cause the matter to be delayed to a subsequent date/time or the application could be denied. Please review the full statement in the Code regarding payment of fees.
- b. By affixing their signature(s) hereto, I certify under penalty of perjury that the information furnished herein is true and correct to the best of my knowledge and that I am the owner of the premises where the work is to be performed or I am acting as the owner's authorized agent. I further agree to hold harmless the City of Ouray as to any claim (including costs, expenses and attorney fees incurred in the investigation of such claim) which may be made by any person, including the undersigned, and filed against the City of Ouray, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information provided to the City as a part of this application.

Applicant's Name (Printed): Ouray Housing Group, Mark Jappevaltz
Applicant's Signature:  Date: 9/28/2021
Owner's Name (Printed): Ouray Housing Group, Mark Jappevaltz
Owner's Signature:  Date: 9/28/2021
Authorized Agent's Name (Printed): Mark Jappevaltz
Authorized Agent's Signature:  Date: 9/28/2021

Please be sure to provide current proof of ownership and written authorization (notarized) for representation as needed. Corporations or similar entities need to provide written documentation on who is authorized to represent and act on behalf of the organization.

WARRANTY DEED

THIS DEED, Made this 26 Day of May, 2021

Between SAN JUAN MOUNTAINSIDE, LLLP
of the County of Maricopa and State of Arizona, grantor
and OURAY HOUSING GROUP, LLC

whose legal address is P.O. Box ~~1014~~ 1817
Ouray, CO 81427

of the County of Ouray and State of Colorado, grantee

WITNESSETH, That the grantor for and in consideration of the sum of
FOUR HUNDRED NINETY THOUSAND DOLLARS (\$490,000.00)
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantor, its successors and assigns forever, all the real property together
with improvements, if any, situate, lying and being in the County of Ouray and State of Colorado described as follows:

SEE ATTACHED EXHIBIT A

As known by street and number as: TBD Road
Ouray, CO 81427

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining,
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right,
title, interest, claim and demand whatsoever of the grantor either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
grantee, its successors and assigns forever. The grantor, itself, its successors, does covenant, grant, bargain, and agree to and
with the grantee, its successors and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of
the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and
has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid,
and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances
and restrictions of whatever kind or nature so ever, except: 2021 taxes due and payable in the year 2022. Subject
to Statutory Exceptions as defined in CRS § 38-30-113(5).

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable
possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any
part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable
to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SAN JUAN MOUNTAINSIDE, LLLP

BY: [Signature]
Michael Bazin, General Partner

STATE OF ARIZONA
COUNTY OF MARICOPA

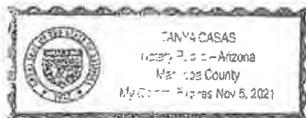
The foregoing instrument was acknowledged before me this 26 Day of May, 2021

By: SAN JUAN MOUNTAINSIDE, LLLP

My commission expires: 11-05-2021

Witness my hand and official seal

[Signature]
Notary Public

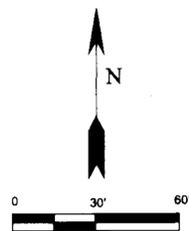


WARRANTY DEED

Improvement Survey Plat

Wanakah Estates Subdivision No.4
 Part of the Watson Placer (M.S. 143)
 City of Ouray, Colorado
 Sec.31 T44N R7W N.M.P.M.

DEPOSITED SURVEYS-1-335
 Page 1 of 1
 Michelle Nauer, Clerk & Recorder
 Ouray County, CO
 04-01-2021 12:00 AM Recording Fee \$0.00



Scale: 1"=30'

Linear Units: U.S. Survey Feet

Major Contour Interval - 10 feet

Minor Contour Interval - 1 foot

Vertical Datum - NGVD 1929

LEGEND

- - Found 2" aluminum survey cap on #5 rebar - 'MONADNOCK LS 31160'
- - Set 24" long x 5/8" dia. rebar with 2" aluminum survey cap - 'MONADNOCK PLS 38727'
- (M) - Measured at time of survey
- (R) - Record as per Warranty Deed of 2/ /2009 at Rec.No. 199922

CURVE	DELTA	RADIUS	LENGTH
C1	14°00'24" (M) 13°56'00" (R)	207.66' (M & R)	50.77' (M) 50.00' (R)
C2	13°52'57" (M) 13°56'00" (R)	207.66' (M & R)	50.31' (M) 50.50' (R)
C3	34°54'55" (M) 34°54'56" (R)	70.00' (M & R)	42.66' (M & R)
C4	34°56'15" (M) 34°54'55" (R)	130.00' (M & R)	79.27' (M) 79.22' (R)

"Retained Ownership" parcel as shown on
 Wanakah Estates Subdivision Filing No. 4
 Rec.No. 187077
 Also being the "WEST PORTION" of a tract of land described
 in Warranty Deed at Rec.No. 199922
 3.09 Ac.

PUBLIC LANDS
 U.S. FOREST SERVICE

1. Title Commitment Order No. UR22005225 by Colorado Title & Closing Services, LLC, the Warranty Deed at Rec.No. 199922, and the Wanakah Estates Subdivision Filing No.4 Final Plat were relied upon for this survey.

2. Property description: "Retained Ownership" parcel as shown on Wanakah Estates Subdivision Filing No.4 plat filed at Rec.No. 187077, Ouray County Public Records; also being the "West Portion" of the real property described in Warranty Deed at Rec.No. 199922, Ouray Public Records.

3. This survey is valid only if print has original seal and signature of surveyor.

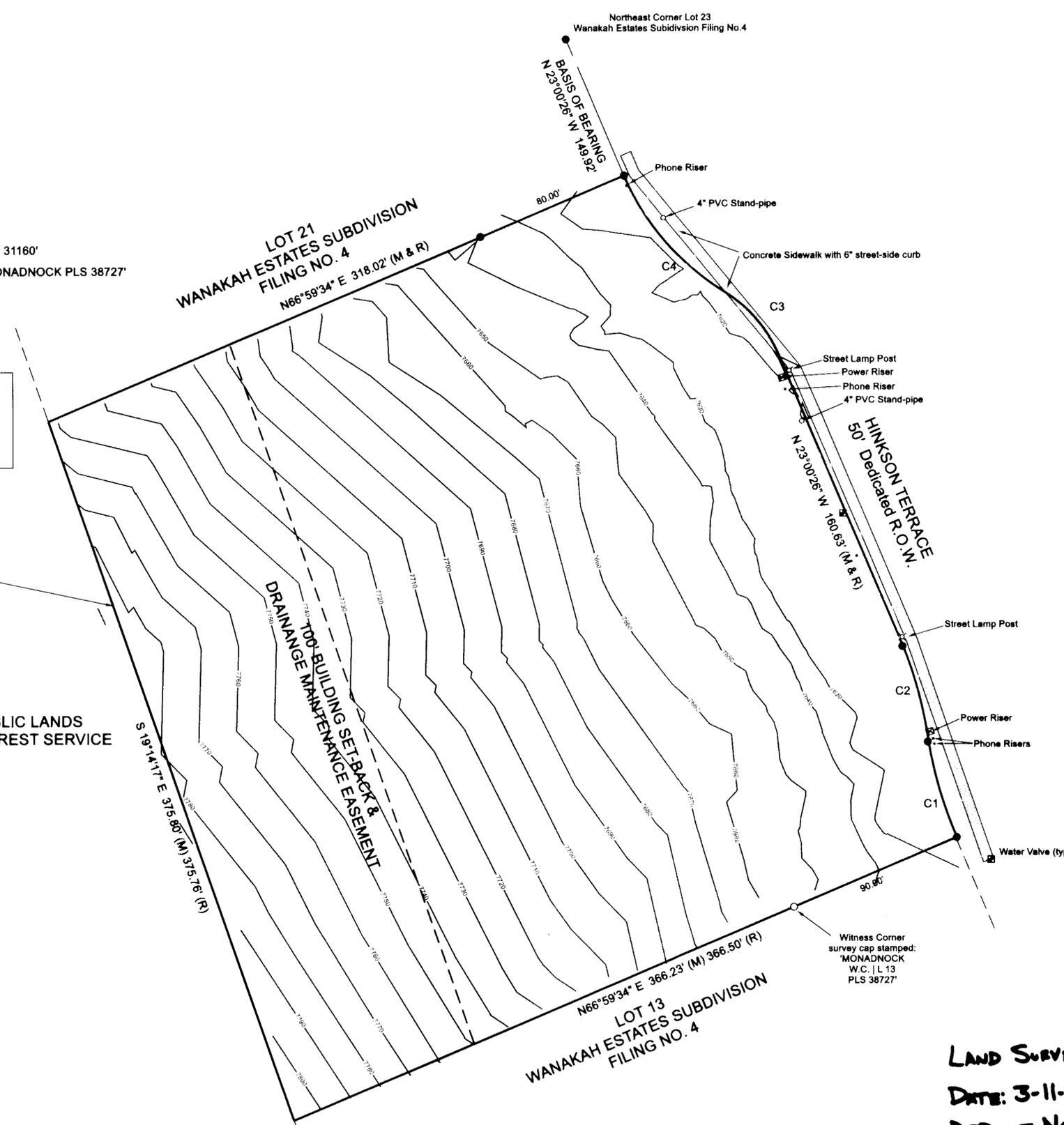
4. Basis of Bearings: Bearings are local grid bearings. The bearing of the line between the southeast corner of Lot 21, Wanakah Estates Subdivision Filing No.4, City of Ouray, Colorado, and the northeast corner of Lot 23 of said Subdivision is assumed to be N 23°00'26" W as shown on plat of said Subdivision. All bearings shown hereon are relative thereto.

5. No underground utility locates were performed as part of this survey. No research has been done concerning the existence, size, depth, condition, capacity or location of any utility or municipal/public service facility. For information regarding these utilities, please contact the appropriate agencies. All underground utilities must be field located by the appropriate agency or utility company prior to any excavation, pursuant to C.R.S. 9-1.5-103.

6. Dates of fieldwork: November 22 - 27, 2020

7. According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from date of certification shown hereon.

8. Any person who knowingly removes, alters, or defaces any legal land boundary monument and/or boundary monument accessory, commits a class 2 misdemeanor pursuant to C.R.S. 18-4-506.



Location Map - not to scale

Surveyor's Certification Statement

I, Timothy A. Pasek, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this plat, consisting of one (1) sheet, accurately represents, to the best of my knowledge, information and belief, a survey made by me or under my responsible charge in accordance with applicable standards of practice. This survey is not a warranty or guarantee, expressed or implied. This survey does not show easements except those specifically shown hereon.



Timothy A. Pasek
 Colorado P.L.S. 38727

LAND SURVEYOR'S DEPOSIT:
 DATE: 3-11-2021
 DEPOSIT No. L0335

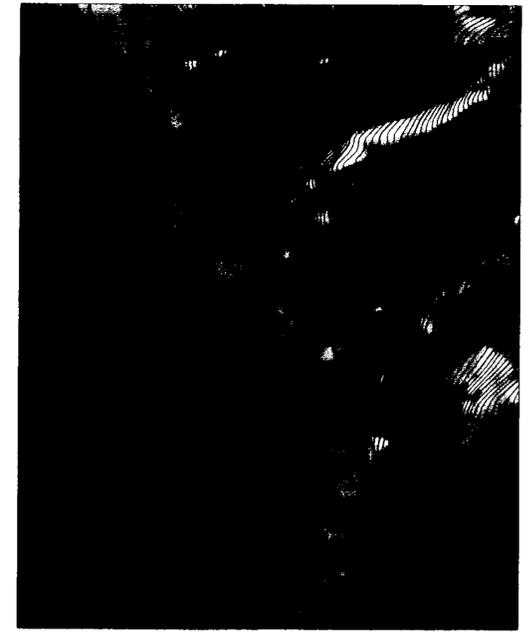
Ouray Workforce Housing TBD Hinkson Terrace Ouray, CO 81427	
Monadnock Mineral Services LLC P.O. Box 85 - 342 7th Ave Ouray, CO 81427	
Job No. J2020-71	Sheet 1 of 1

Wanakah Estates Subdivision Lot 14 Minor Subdivision

Part of the Watson Placer (M.S. 143)

City of Ouray, Colorado

Sec.31 T44N R7W N.M.P.M.



Location Map - not to scale

CERTIFICATE OF OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned owners of said property, located in the the City of Ouray, State of Colorado, being described as follows:

Tract being a part of the Watson Placer MS 143;

West Portion; Beginning at a point on the line between Corners Eight and Nine of said Watson Placer, also being the Northwest Corner of Lot 13 of Wanakah Estates Subdivision Filing No. 4 (Reception No. 187077) from whence corner Nine of said Watson Placer bears South 19°14'17" East, 995.06 feet and from whence the witness corner for the Northeast Corner of Section 25, Township 44 North, Range 8 West, New Mexico Principal Meridian, bears North 20°57'51" East, 2086.65 feet;

THENCE North 66°59'34" East, 366.50 feet, along the North Boundary of said Lot 13, to the West Right of Way of Hinkson Terrace;
THENCE along said Right of Way the following five courses;

- (1) a curve to the right with a length of 50.00 feet, a radius of 207.66 feet and a Delta Angle of 13°58'00";
- (2) a curve to the left with a length of 50.50 feet, a radius of 207.66 feet and Delta Angle of 13°58'00";
- (3) North 23°00'28" West, 160.63 feet;
- (4) a curve to the left with a length of 42.66 feet, a radius of 70.00 feet and a Delta Angle of 34°54'56";
- (5) a curve to the right with a length of 79.22 feet, a radius of 130.00 feet and a Delta Angle of 34°54'55", to the Southeast Corner of Lot 21 of said Wanakah Estates Subdivision Filing No. 4;

THENCE South 66°59'34" West, 318.02 feet, along the Southern Boundary of said Lot 21;
THENCE South 19°14'17" East 375.76 feet, to the point of beginning, containing an area of 3.09 acres.

County of Ouray, State of Colorado

HAVE BY THESE PRESENTS, caused to be laid out, platted, and subdivided the above described into lots, as shown on this plat, under the name and style of the Wanakah Estates Subdivision Lot 14 Minor Subdivision.

OWNER: [Signature]
San Juan Mountainside LLC, by Ryan Hein, Managing Member

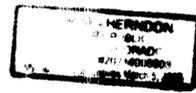
STATE OF Colorado)

COUNTY OF Ouray)

The foregoing signatures were acknowledged before me this 20 day of April, 2021, by [Signature]

My commission expires March 5, 2025

Witness my hand and seal [Signature]
Notary Public



APPROVAL OF CITY COUNCIL:

Approved by the Ouray City Council this 21st day of April, 2021.

[Signature]
Mayor Pro Tem

APPROVAL OF CITY ATTORNEY:

Approved for recording this 21st day of April, 2021 by Carol A. Viner City Attorney.

Carol A. Viner #33676 5/1/21
Attorney at Law Registration No. Date

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at 3:27 P.M.

on the 27th day of MAY, 2021.

Reception No. 229005

[Signature]
Ouray County Clerk and Recorder

ATTORNEY'S CERTIFICATE:

I, Josh W. Mack, an attorney duly licensed to practice law in Colorado do hereby certify that: (1) I have examined title to the platted property, and have specifically relied upon Colorado Title & Closing Services, LLC Order No. UR22005225, and the title is in the name of those parties executing the certificate of ownership and dedication, (2) such property is free and clear of all liens and encumbrances except _____; and any property dedicated to the City of Ouray will be free and clear of all liens and encumbrances affecting marketability.

[Signature]
Attorney at Law Registration No. 37858 4/21/21
Date

TREASURER'S CERTIFICATE:

I certify that as of today, there are no delinquent taxes due, nor are there any tax liens against the property described herein or any part thereof, and that all taxes for previous years that are currently due and payable have been paid in full.

Date: April 22, 2021
[Signature], Ouray County Treasurer

Surveyor's Certification Statement

I, Timothy A. Pasek, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this plat, consisting of two (2) sheets, accurately represents, to the best of my knowledge, information and belief, a survey made by me or under my responsible charge in accordance with applicable standards of practice. This survey is not a warranty or guarantee, expressed or implied. This survey does not show easements except those specifically shown hereon.



Timothy A. Pasek
Colorado P.L.S. 38727

Plat Notes:

1. Title Commitment Order No. UR22005225 by Colorado Title & Closing Services, LLC at Rec.No. 228456, the Warranty Deed at Rec.No. 199922, and the Wanakah Estates Subdivision Filing No.4 Final Plat (Rec.No. 187077) were relied upon for this survey.
2. Wanakah Estates Subdivision, Lot 14 is for use as Condominium Units..
3. This survey is valid only if print has original seal and signature of surveyor.
4. Basis of Bearings: Bearings are local grid bearings. The bearing of the line between the southeast corner of Lot 21, Wanakah Estates Subdivision Filing No.4, City of Ouray, Colorado at Rec.No. 187077, and the northeast corner of Lot 23 of said Subdivision is assumed to be N 23°00'26" W as shown on plat of said Subdivision. All bearings shown hereon are relative thereto.
5. No underground utility locates were performed as part of this survey. No research has been done concerning the existence, size, depth, condition, capacity or location of any utility or municipal/public service facility. For information regarding these utilities, please contact the appropriate agencies. All underground utilities must be field located by the appropriate agency or utility company prior to any excavation, pursuant to C.R.S. 9-1.5-103.
6. Dates of fieldwork: November 22 - 27, 2020
7. According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from date of certification shown hereon.
8. Any person who knowingly removes, alters, or defaces any legal land boundary monument and/or boundary monument accessory, commits a class 2 misdemeanor pursuant to C.R.S. 18-4-508.
9. The Owner agrees to indemnify and hold harmless the City of Ouray, its agents, officers and employees from and against any and all liability, expenses including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, or property damage arising from or connected with any future activity related to geological hazards, geologic conditions and mitigation measures.
10. No development will be allowed until sewer connections are available.

Wanakah Estates Subdivision
Lot 14 Minor Subdivision
TBD Hinkson Terrace
Ouray, CO 81427

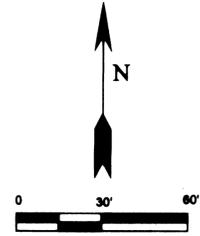
Monarch Mineral Services LLC
P.O. Box 88 - 342 7th Ave
Ouray, CO 81427

Job No. 229005-71
Sheet 1 of 2

229005 Page 1

Wanakah Estates Subdivision Lot 14 Minor Subdivision

Part of the Watson Placer (M.S. 143)
 City of Ouray, Colorado
 Sec.31 T44N R7W N.M.P.M.



Scale: 1"=30'

Linear Units: U.S. Survey Feet

LEGEND

- - Found 2" aluminum survey cap on #5 rebar - 'MONADNOCK LS 31160'
- - Found 2" aluminum survey cap on #5 rebar - 'MONADNOCK PLS 38727'
- ◆ - Set 3/4" brass disc 'RM 38727'
- (M) - Measured at time of survey
- (R) - Record as per Warranty Deed of 2/3/2009 at Rec.No. 199922

CURVE	DELTA	RADIUS	LENGTH
C1	14°00'24" (M) 13°58'00" (R)	207.68' (M & R)	50.77' (M) 50.00' (R)
C2	13°52'57" (M) 13°58'00" (R)	207.68' (M & R)	50.31' (M) 50.50' (R)
C3	34°54'55" (M) 34°54'58" (R)	70.00' (M & R)	42.88' (M & R)
C4	34°58'15" (M) 34°54'55" (R)	130.00' (M & R)	79.27' (M) 79.22' (R)

"Retained Ownership" parcel as previously shown on
 Wanakah Estates Subdivision Filing No. 4 at Rec.No. 187077
 and on plat recorded at Rec.No. 202804
 Also being the "WEST PORTION" of a tract of land described
 in Warranty Deed at Rec.No. 199922
 3.09 Ac.

PUBLIC LANDS
 U.S. FOREST SERVICE

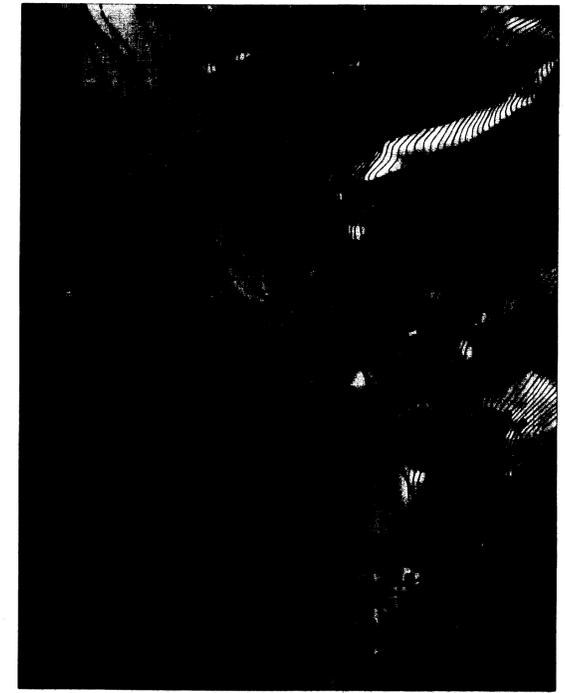
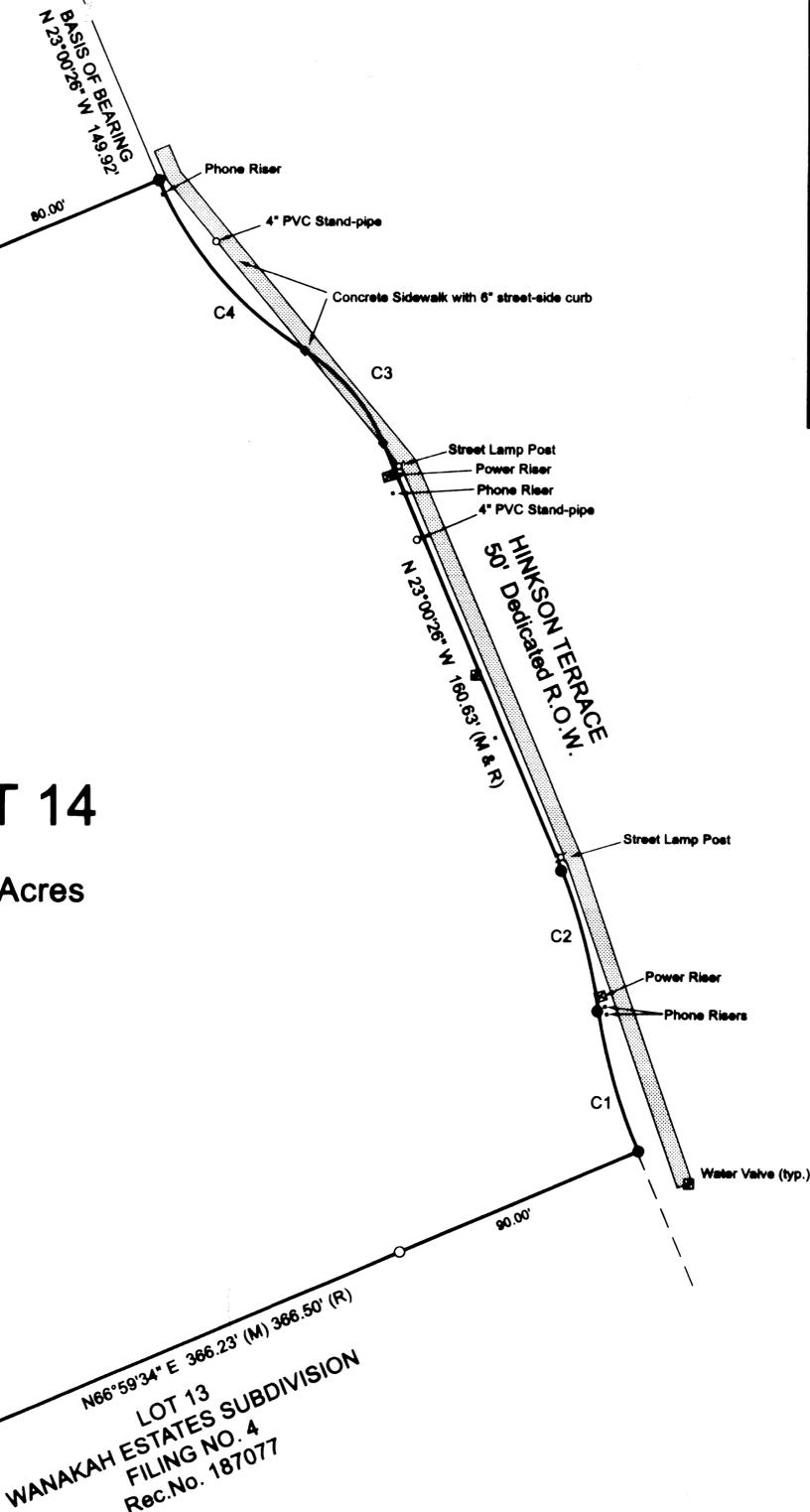
100' BUILDING SET-BACK &
 DRAINAGE MAINTENANCE EASEMENT

LOT 14
 3.09 Acres

LOT 13
 WANAKAH ESTATES SUBDIVISION
 FILING NO. 4
 Rec.No. 187077

LOT 21
 WANAKAH ESTATES SUBDIVISION
 FILING NO. 4
 Rec.No. 187077

Northeast Corner Lot 23
 Wanakah Estates Subdivision Filing No.4



Location Map - not to scale

Wanakah Estates Subdivision
 Lot 14 Minor Subdivision
 TBD Hinkson Terrace
 Ouray, CO 81427

Monadnock Mineral Services LLC
 P.O. Box 85 - 342 7th Ave
 Ouray, CO 81427

Job No. J2820-71 Sheet 2 of 2

229005 page 2



October 15, 2021

Ouray Ice Park Pre-season Report for the 2021 / 2022 Season

To the City Council and Staff of the City of Ouray, Colorado

This is the start of my second year as the Executive Director of the Ice Park. Thank you for being champions and advocates for the Ouray Ice Park. And the warm welcome, and the support that you provided to me in my new role has been greatly appreciated. Your continued support is important for our ongoing success as we strive to maintain our status as the gravitational epicenter of ice climbing in North America.

The Ouray Ice Park, Inc. (OIP), is pleased to present to you our 2021 / 2022 Ouray Ice Park Preseason Report. We have had a busier-than-normal offseason, and we are anticipating a great year of ice climbing in the Park.

OIP Staff and Hiring

Pete Davis has stepped in as the new Operations Manager. Pete has more than ten years of experience in the Ice Park in both the Ranger and Ice Farmer positions. We will have four Ice Farmers again this year, with three of them returning from last year, and one of our Rangers from last year moving into the fourth Ice Farmer position. We will also have four Rangers again this year. Two of the Rangers are returning from last year, and two are new hires. We have a new, full-time Office Manager, Christina Lujan, who will also be serving as our Event Coordinator. In addition, our Marketing Director, Bayley Wood is returning again this year. All in all, an experienced and talented team.

Community Partners

The support of local businesses and community members is absolutely critical to the long-term health and sustainability of the Ouray Ice Park. This year, we have simplified the program. Just three tiers with more social media benefits to help promote the local businesses that help support the Park. Peter O'Neil and Christina Lujan are meeting one-on-one with potential community sponsors to ask for support. Our Community Sponsorship one-pager is attached as an addendum to this report.

Membership Program and GoFundMe Campaign

Last season, between our membership program and our GoFundMe campaign, OIP engaged with more than 1,500 people as supporters of the Park, which is more than a 3X increase over previous years. We learned that, with a compelling message, and a forum to deliver that message, there is a large, enthusiastic group of people who will support us. These 1,500-plus individuals helped us raise

almost \$200,000 last season. This year, we will be upgrading our membership program. The benefits to members will be enhanced, including discounts on Ice Fest clinics. The messaging will be improved. And with fewer COVID restrictions, we will hopefully be able to have more face-to-face interactions with Park visitors.

A core part of our message: Yes, admission to the Ice Park is free, BUT, truly nothing in this world is really free. There is a cost to making the Ouray Ice Park what it is each season. It's the same messaging that National Public Radio (NPR) uses so effectively. The whole staff team (and the board of directors) will be trained on delivering the message, so that we can have many more champions, many more advocates, out there encouraging climbers (and non-climbers) to support the Park. And importantly, a strong membership base is also critical to the long-term sustainability of OIPI. It will also serve as one of the platforms from which we can launch our capital campaign fundraising effort, **Our Water Our Future**.

Love Your Gorge Event

The annual Love Your Gorge Event is an important part of our long-term sustainability initiative for the Ice Park. Our fourth annual Love Your Gorge Event, in partnership with the Uncompahgre Watershed Partnership, was partially funded by the Frank L. Massard Trust, and affiliated with American Rivers National River Cleanup and Ocean Conservancy International Coastal Cleanup. The event was held on Saturday, September 18th, 2021 and we had almost 30 volunteers show up to help pick up trash, remove mountains of deadfall trees and branches, and convert those into piles of wood chips, which were used to improve and level sections of trail throughout the Park. Mayor Greg Nelson was in attendance, as well as Silas Clarke, our City Manager, various local guiding operators, and local business supporters. UWP and OIP board members and staff also helped organize the event and take part in the manual labor. Lunch was donated by the Ouray Grocery, and celebratory beers were provided by Ouray Brewery.

Infrastructure Improvements

We expect to go into this year's ice climbing season with the infrastructure looking better than it ever has. Pete Davis has led our efforts to build two new trails into the Park, one to more easily and **safely** access the Five Fingers area, and the second to provide alternate access to the School Room in the event the trestle bridge is not completed.

The maps that are part of the three kiosks at Dick's Chalet, at the Lower Bridge, and at the lower end of the Box Canyon road will all be replaced. More than two dozen metal, professional-looking, directional signs have been designed and will be posted throughout the Park to help climbers better understand the layout of the Park.

When the Ice Farmers return in November, new yelomine pipe will be installed on top of the new penstock that spans the Trestle climbing area, and which was destroyed by the spring rockfall. This will allow us to run water once again into the south end of the park.

New Economic Impact Study

As the suggestion of the State of Colorado, Office of Economic Development and International Trade (OEDIT), we have engaged Professor Shawn Rohlin with the Economics Department of Kent State University, to conduct a season-long study to measure the economic value that the Ice Park provides to the community. We believe that Professor Rohlin will provide an objective, third-party perspective on the Ice Park's contribution to Ouray. He was able to provide a similar analysis to the City of Leadville to measure the economic impact of their running and cycling races. We will be sharing the cost of this study with the City of Ouray.

Fundraising

We are in the midst of the “quiet phase” of our \$1 M capital campaign, “Our Water Our Future.” We have proposals out to six potential funders. When we have approximately 50% of our goal in hand, and with significant momentum behind us, we will announce the capital campaign to the general public. We hope to be able to do this by the end of January.

Events for the Ice Season 2022

We are planning to host three different events this season:

1. The “All In Ice Fest” January 3-5
2. Once again, the “traditional” in-person Ouray Ice Fest (its 27th year) January 20-23
3. The UIAA North American Ice Climbing Championship, February 3-5

Ice Fest Clinics

The Ouray Ice Park is a destination for all levels of ice climbers, from beginners to advanced climbers. For many, it is a place to learn new skills and refine their climbing technique. The Ouray Ice Park is very much an educational ice climbing venue. During the last in-person Ice Fest in 2019, 528 climbers participated in clinics over three days. Last year, we offered “Ice Fest” branded clinics throughout the season, during four, 4-day long weekends, Friday to Monday. This year we will be offering Ice Fest branded clinics on **TWO** long weekends, AND we will be bringing back the in-person clinics during Ice Fest. We will be working with four local guiding services to provide clinics, including: San Juan Mountain Guides, Peak Mountain Guides, Basecamp Ouray, and Cirque (Ridgway) during the Ice Fest, as well as during the All In event and UIAA North American Championship. Our belief is that we can “grow the pie” for everyone if we work with several local guiding outfits, rather than with just one. And more climbers will be able to participate in clinics.

All In Ice Fest

This year, we are stepping up to support the All In Ice Fest. Liz Sahagun is the Program Director for All In and has been the driving force behind what was called “Color The Ice,” and is now the **All In Ice Fest**. Color The Ice was focused on the BIPOC community, but in an effort to be MORE inclusive, and with some collaboration with the marketing folks at Scarpa, Liz has expanded the event to include the LGBTQ+ communities and people with disabilities. The vision of the All In Ice Fest is to foster a community of ice climbers, guides and creatives from marginalized communities to increase equity, access, and diversity in the outdoors. The goals of All In are to: (1) grow the community by providing clinics and access to gear so that climbers have opportunities to develop and advance their skills. (2) provide professional development by recruiting experienced guides and apprentice guides, and (3) celebrating themselves by inviting speakers and creative types, and hosting social events to build community and inspire climbers. And the Ouray ice Park has the opportunity to step in to take a leadership role as the **fiscal and operational sponsor** of the All In Ice Fest to help insure its success.

The “Pitch Deck” for the All In Ice Fest is included as an addendum to this report.

Regarding All In, Why Are Affinity Spaces Important For Marginalized Communities?

“It’s no secret that climbing, as a sport, is homogeneous. The American Alpine Club’s State of Climbing Report cites a 2018 survey that indicates that AAC membership is overwhelmingly white people (85%) and men (72%). Non-members of the AAC who took the survey were also vast majority white (82%) and men (57%). Similarly, a 2014 Outdoor Industry Association survey reports that among outdoor climbers, men outnumber women two to one (67% men, 33% women; statistics

for other genders were not included in this report). This report confirms what can be observed at most gyms and crags around the country: the climbing and snow sports community is predominantly white men. For folks who fall outside of these demographics—women, queer people, trans people, people of color, or people with any combination of these identities—it can be difficult to access climbing instruction and mentorship. These difficulties arise from negative experiences in climbing and outdoor recreation that make people feel unwelcome—and unsafe—because of their gender, race, sexual orientation, or other identities.

Across identities, safe and dedicated learning environments are essential for learning and developing the skills associated with mountain guiding. In creating these environments, the AMGA considers diversity and inclusion to be a risk management issue. Physical and emotional risks are inherent to climbing and skiing. Mountain guides are trained to evaluate and manage the physical risk and safety of terrain, weather, and technical systems. However, the emotional risk is a bit more complex. Some emotional risk is part of the appeal of climbing—we push past fear and discomfort to finish a climb and experience the joy that accompanies a send. But, emotional safety should be prioritized when it relates to participants' social interactions within a group, and to how their personal history and identity shape the way they participate in a learning space. When educational spaces are designed without the emotional needs of underrepresented identity groups in mind, they often alienate and hurt the students they're trying to serve.

Affinity courses bridge this gap to create an intentional and dedicated learning space for underrepresented groups. Instructors for these courses hold underrepresented identities in outdoor recreation, as well as demonstrated commitments to diversity and inclusion. And, the benefits are clear. A participant in the Women's SPI course reported that it "gave me a place to do what I love AND be accepted for who I am." <https://amga.com/affinity-courses/>

Traditional In Person Ouray Ice Fest

We are bringing back the "traditional" in person Ouray Ice Fest for the 27th year. Based on the response that Bozeman has received for their ice fest this year, we anticipate a huge influx of climbers into Ouray for our fest.

We have spoken with all of our sponsors from previous years, as well as some new ones. With only one exception, every sponsor is excited about returning to Ouray.

For sponsors, the benefits of the Ice Fest will include:

- Tent placement in the Expo Area.
- Opportunity to demo products to over 3,000 outdoor enthusiasts PLUS opportunity to sell products.
- Opportunity to sponsor clinics operated by multiple local guiding companies.
- Exhibition-style competition with in-person viewing.
- Opportunity to sponsor a festival event with in-person and/or virtual media presentations,
- Virtual silent auction.
- Other web, email, and social media marketing opportunities.

Our biggest opportunity this year is to figure out how to connect the Ice Fest to the town, and drive traffic to local businesses. And we will need to collaborate with City of Ouray marketing.

UIAA North American Ice Climbing Championship

For the first time in the history of the Ice Park we will be hosting a true, UIAA sanctioned climbing event, the North American Championship. Last year, as part of our response to the pandemic we live

streamed a UIAA-like, or UIAA-lite, competition. It was an opportunity to demonstrate to the UIAA what we were capable of. We received stellar reviews from everyone. As a result, the UIAA reached out and asked us to host a true UIAA event. And now with COVID restrictions still in place in many places in Canada and Europe, and with Vail pulling out of hosting their World Cup ice climbing event, this UIAA competition will be the only sanctioned event in North America and one of the few in the world. So once again, all eyes will be on Ouray.

Components of the UAA event will include:

- **Assuming the funding can be secured**, broadcast-quality live streaming of the UIAA North American Championship.
- Championship will be on the official UIAA calendar with international athletes in attendance.
- UIAA will promote the event up to 6 months in advance.
- Elite Mixed Comp with two days of qualifying, and one day of finals with up to 80 competitors.
- Potential for a one-day only Speed Comp.
- Prize money with UIAA medals.
- Opportunity for sponsors to demo and sell products.

Commercial Use Allocations for the 2021-22 Season

With the Concession expanding last season from 10 to 13 Commercial Guiding Operations (CGOs), the Baseline Allocation grew from 600 to 658 Service Days (SDs), and each CGO retains its share of that figure for the coming season. A long plateau with close to 150 available anchors increased the Functional Capacity (FC) from about 17K to over 22K thanks to excellent temperatures and plenty of water during the early season. The 3-year rolling average of FC is now 18.8K and we used the 2020-21 Client:Guide ratio of 3.1 to translate the number of Users to SDs.

OIPI determined a 252-day Catch-up Allocation to hit the targeted 15% of capacity for Commercial Use and applied the IPAT-recommended method to assign those days according to 3-year rolling average of performance against allocation, resulting in 5 CGOs receiving 28 additional SDs and the rest 14. With Institutional Groups Events still not expected to use their full allocation, another 2% of capacity was split between assigning 72 SDs as a blanket 11% uplift for all CGOs and reserving 51 SDs for the Flex Pool.

Commercial Guiding Operation	Baseline Allocation	Catch-up Allocation	IGE Redirect	Total Allocation	Percent of Total
San Juan Mountain Guides	300	28	33	361	36%
Peak Mountain Guides	83	28	9	100	10%
International Mountain Guides	60	28	7	95	9%
FSA	50	14	6	70	7%
Rigging For Rescue	45	14	5	64	6%
American Alpine Institute	30	14	3	47	5%
CGC	15	28	2	45	4%
Basecamp	10	28	1	39	4%
Mountain Trip	15	14	2	31	3%
Mountain Madness	15	14	2	31	3%
Mobius	15	14	2	31	3%
Irwin Guides	10	14	1	25	2%
Skyward Mountaineering	10	14	1	25	2%
CGO Assigned	658	252	72	963	95%
Flex Reserve			51	51	5%
Total			123	1014	100%

The Total Allocation for 2021-22 will be 1014 SDs, a 19% increase from last season and 68% above the long-standing Baseline prior to good data being brought to bear on the system. The two Provisional Allocations result in a 57% increase over Baseline next season, as compared to 42% last season. These portions of the Commercial Use are again to be used during weekdays, and again the Allocation Period will be from Opening through Presidents Day, with the CGOs having open use of the Park thereafter.

It is crucial to recognize that this expansion of Commercial Use is predicated on conditions; we will see if those in the coming season support the greater capacity. The Flex Pool gives OIPI a tool to manage up or not from the assigned SDs and we will adapt Allocations to data going forward.

Follow Up

I would be happy to present this report in person at an upcoming city council meeting, so that I can provide additional details and answer any questions.

Respectfully submitted,



Peter A. O'Neil
Executive Director



ALL IN ICE FEST

Ouray Ice Park
January 7-9, 2022

Vision:

To foster a community of ice climbers, guides, and creatives from marginalized communities to increase equity, access, and diversity in the outdoors.

Grow the community.

Clinics and access to gear so climbers have opportunities to develop and advance their skills.



Professional development.

Recruit experienced guides and apprentice guides.

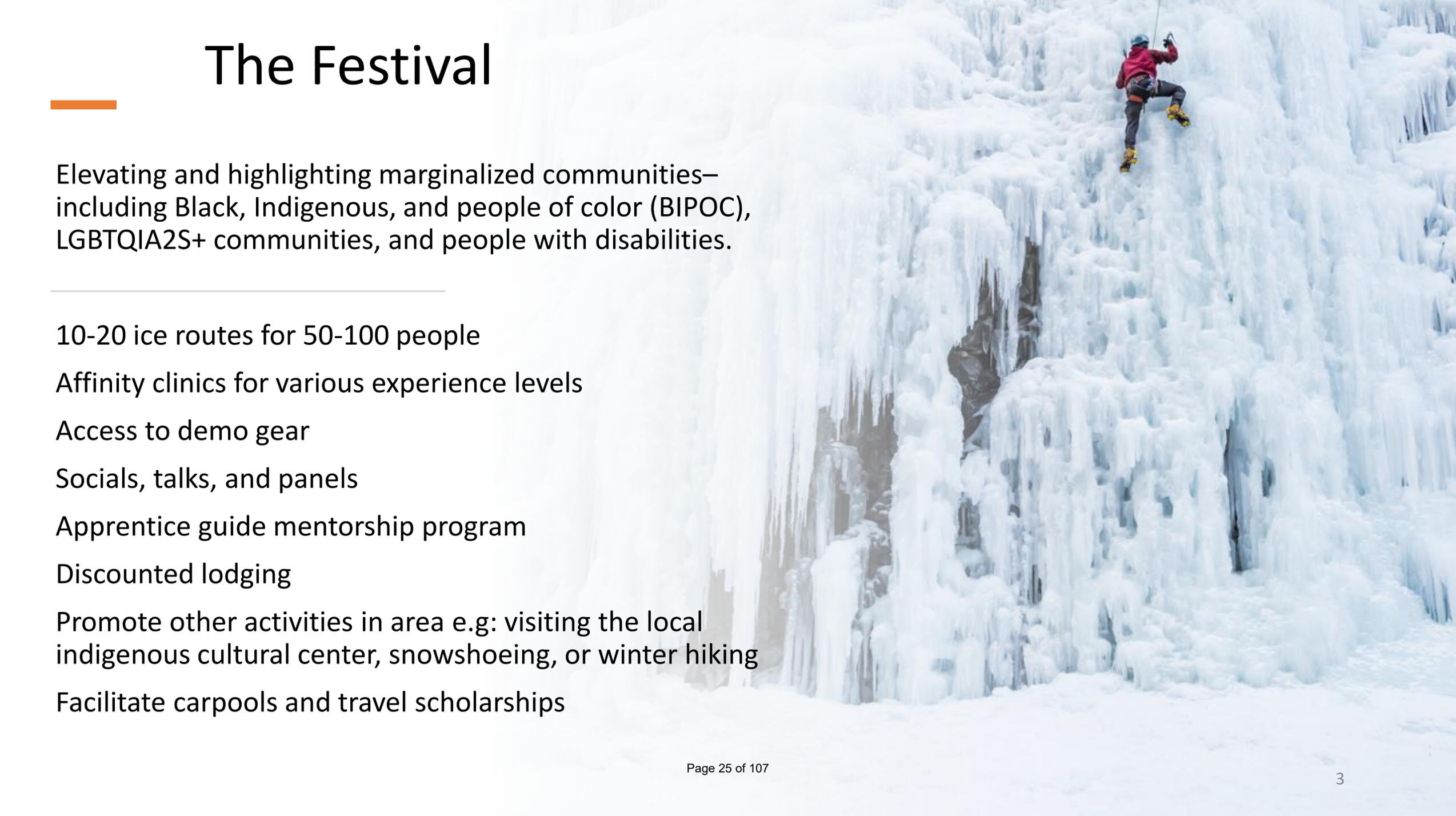


Celebrate ourselves.

Invite creatives and speakers, and host socials to build community and inspire climbers.



The Festival

A person in a red jacket and blue helmet is climbing a massive wall of ice covered in icicles. The climber is positioned in the upper right quadrant of the image, using ropes and gear to ascend the icy surface. The background is a vast, white, and blue expanse of ice, creating a dramatic and challenging environment.

Elevating and highlighting marginalized communities—including Black, Indigenous, and people of color (BIPOC), LGBTQIA2S+ communities, and people with disabilities.

10-20 ice routes for 50-100 people

Affinity clinics for various experience levels

Access to demo gear

Socials, talks, and panels

Apprentice guide mentorship program

Discounted lodging

Promote other activities in area e.g: visiting the local indigenous cultural center, snowshoeing, or winter hiking

Facilitate carpools and travel scholarships

Apprentice Guide Mentorship Program

“We want to host affinity ice clinics in our area but cannot find guides!”

Apprentice guides partner with elite alpine guides and instructors

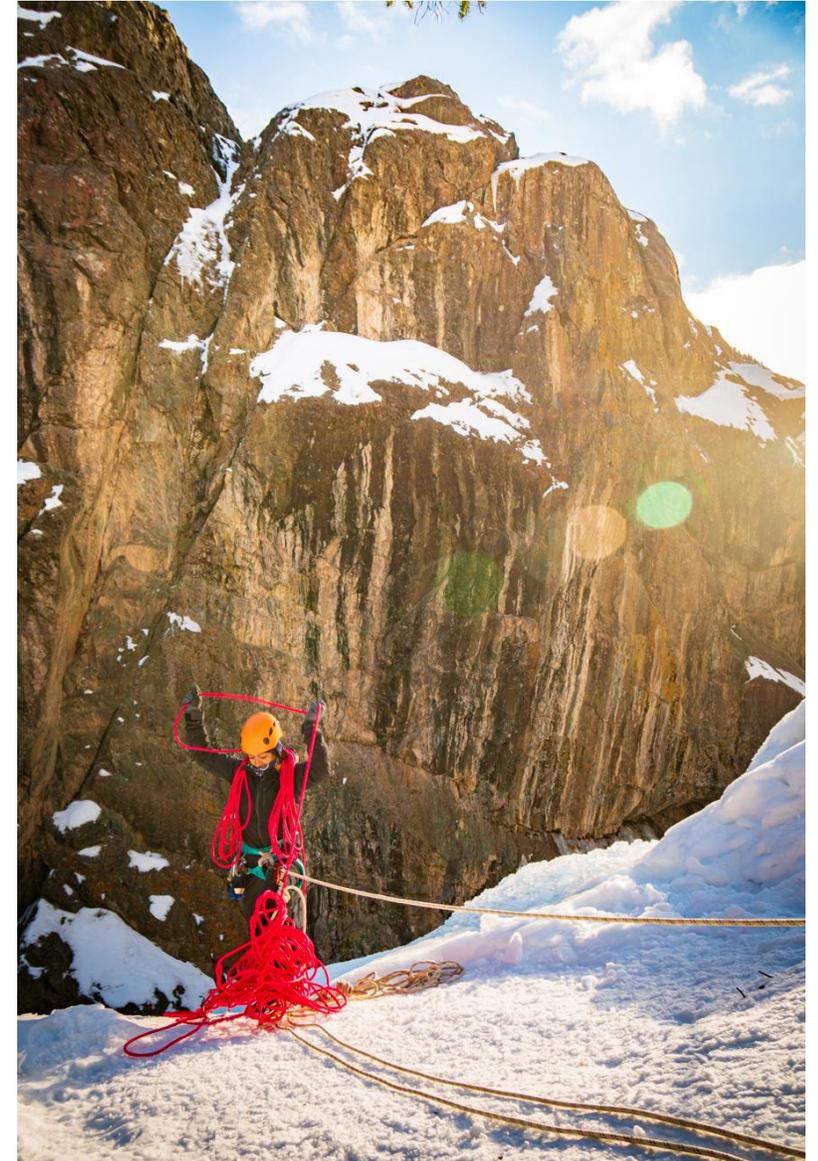
- Trainings in Bozeman, MT (December 8-10)
- Training at ALL IN ICE FEST in Ouray (1 day guiding, 1 day instructing)
- Connect with other guides to continue training

Mentors

- AMGA certified alpine guides and elite athletes
- Experience working with and mentoring marginalized people

Apprentice guides

- Apprentice alpine guide, rock guide, or single pitch instructor, WFR
- Strong commitment to continue ice guiding/instruction
- Regional diversity to increase guiding community across the country



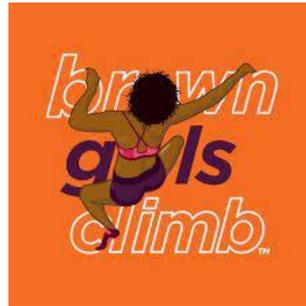
Program Director

Elizabeth Sahagun

- Neuroscience graduate student, advocate, and climber.
- Ice climbing for 4 years and immediately noticed the lack of representation, access, and opportunities.
- 2020/21 “Journey to 30” Ice climbing project focused on supporting ice climbers from marginalized communities.
- Single Pitch Instructor (SPI) course, Alpine Skills Course (ASC), Wilderness First Responder (WFR), AIARE 1
- Scarpa Athlete Mentorship Program Mentee
- Deuter Ambassador, Arc’teryx Community Ambassador
- Climbers of Color Volunteer, Brown Girls Climb Member



Community advisors and support



Public Health
Prevent. Promote. Protect.
Ouray County



TWIN CITIES



Angela Hawse
Conrad Anker
Phil Henderson
Brittany Leavitt
Monserrat Alvarez Matehuala
Kim Miller
James Mills
Kendra Stritch
Kimber Cross
Maureen Beck
Nikki Smith
Stefan Hadeed
Claire Larson
Akio Joy
Brie Chartier
Fred Campbell
Manoah Ainuu
Katie Bono
Matt Zia
Dani Reyes-Acosta
Chela Garcia
Nohemi Mora
Patrick Dunn
Irene Yee
Janelle Paciencia
Devin Dabney
Theresa Silveyra



OURAY ICE PARK

Fiscal and Operations Sponsor:

Ouray Ice Park, Inc. creates and operates a world-class ice climbing park in Ouray, Colorado that aims to inspire and enhance the lives of the communities they serve.



YOUR PARTNER IN THE MOUNTAINS

Guiding Partner:

Cirque has committed to supporting an inclusive ice festival by recruiting experienced underrepresented ice climbing guides, as well as supporting the professional development of guides interested in expanding their skills to ice climbing.

Long term industry impact

- Attract climbers of target demographics
- Increasing outing opportunities
- Expanding mentorship in guiding community
- Continued engagement via newsletter
- Tracking and reporting attendance, website traffic, demo gear use, community engagement, retention, and feedback
- Launching pad for organization that hosts, consults, and facilitates more inclusive climbing festivals and events



We are live!

allinicefest.com and Instagram: [@allinicefest](https://www.instagram.com/allinicefest)

- Share about the event
- Facilitate recruitment of participants, volunteers, guides, creatives, and organizers
- Share updates on the festival program
- Feature partners, sponsors, guides, and athletes
- Host a newsletter for announcements
- Launch registration
- Redirect donations to Ouray Ice Park



Tiers	Title \$15k	Featured \$7.5k	Clinic \$4.5k	Contributing \$1.5k	In-Kind <\$1.5k or Product
Social Media	Heavily featured	Highly featured	Regular features	Cluster Recognition	Cluster Recognition
Website, Park Logo	X-Large	Large	Large	Medium	Small
Program Print	Cover + full page	Full page	Full page	Half page	Cluster
Speaker Feature	Keynote speaker “presented by (sponsor)”				
Social Event	1 programmed event				
Apprentice Program	1 apprentice guide	1 apprentice guide			
Clinic with Athlete Instructor	2+ athlete features	1 athlete feature	1 athlete feature		
Newsletter Presence	Logo, website link, and announcement	Large logo, Website link	Medium logo, Website link	Small logo, Website link	
Demo Gear	✓	✓	✓	TBD	
Post-Festival Report	✓	✓	✓	TBD	

Custom sponsorship options

Item	Investment	Notes
Apprentice Guide Mentorship Program	\$3,000	Travel and compensation for pre-festival training (Dec 8-10, Bozeman, MT + potentially Bozeman Ice Fest) AND attend All In Ice Fest to train with guides and athletes. <ul style="list-style-type: none"> • Potential to sponsor different components (Bozeman OR All In Ice Fest)
Keynote Speakers or Panel	\$3,000-\$5,000	Keynote speaker or panel during a premium timeslot.
Social Event	\$2,000	Social gathering that will be recognized on the program and during the event.
Gear Sponsor	In-kind + ad cost	Donate 50-100 in kind products to give away to all participants. Advertisement cost is as follows: <ul style="list-style-type: none"> • \$1,000 for solo ads • \$500 for group ads with 2-3 others • \$250 for cluster advertising
Photography/Media	Varies	Connect with a community photographer for custom event media package
Raffle Donations	In-kind	Donation will be recognized at time of raffle
Festival Scholarships	\$500 each	For members of organizations focused on DEI in the outdoors (Brown Girls Climb, Paradox Sports, Queer Climbers Collective, etc.)



COMMUNITY SPONSORS 2021-2022

Climbing Icon, \$2,000

1 Ouray Ice Park Website Benefits:

Your name and logo with a link to your website on five pages of our website: Home, Festival, Our Supporters, Visit Ouray, Conditions

2 Social Media Benefits:

TWO social media posts and/or stories during the season on the Ouray Ice Park Instagram and Facebook platforms.

3 Advertising Benefits:

Your name and/or logo displayed outside of Dick's Chalet all season long.

Your name and/or logo displayed in select Ouray Ice Festival ad materials.

Route Setter, \$1,000

1 Ouray Ice Park Website Benefits:

Your name and logo with a link to your website on four pages of our website: Home, Festival, Our Supporters, Visit Ouray

2 Social Media Benefits:

ONE social media post and/or story during the season on the Ouray Ice Park Instagram and Facebook platforms.

3 Advertising Benefits:

Your name and/or logo displayed outside of Dick's Chalet all season long.

Your name and/or logo displayed in select Ouray Ice Festival ad materials.

Lead Climber, \$500

1 Ouray Ice Park Website Benefits:

Your name and logo with a link to your website on three pages of our website: Home, Festival, Our Supporters

2 Advertising Benefits:

Your name and/or logo displayed outside of Dick's Chalet all season long.

Your name and/or logo displayed in select Ouray Ice Festival ad materials.

Website Metrics: Our website averages 107,000 page views during our operating season. The Conditions page averages 25,000 page views.

Social Media Metrics: Our Instagram and Facebook pages have a combined following of 29,000, with 50,000 in reach, and an average engagement rate of 19%. Average advertising value of one post is \$480 dollars.

Thank you for your support!
**All businesses will receive a Community Sponsor sign from the Ouray Ice Park
and an OIP Yeti Rambler.**

Business Name: _____

Partnership Level: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone Number: _____

Email Address: _____

Mailing Address: _____

Please list the discount or benefit below for Ouray Ice Park Members:

Please remit payment by December 1st, 2021 to:
Ouray Ice Park, Incorporated
PO Box 1058
Ouray, CO 81427

**If you would like to pay electronically, please contact our Office Manager Christina Lujan at
christinalujan@ourayicepark.com.**

The last day to participate as a Community Sponsor and receive FULL benefits is January 1st, 2022.

**Please provide your logo, business description, photos, and any other advertising materials to our
Marketing Director Bayley Wood at bayleywood@ourayicepark.com by December 1st, 2021.**

**For social media content, you must provide our Marketing Director with the photos, videos, and
copy for your post by February 1st, 2022.**

From: [Diana Atha, Realtor](#)
To: [Diana M Atha](#); [Ian Atha Work](#); [Greg Nelson](#); [Glenn Boyd](#); [Ethan Funk](#); [John Wood](#); [Peggy Lindsey](#); [Lily Oswald](#); [Silas Clarke](#)
Subject: 738 2nd St Ouray
Date: Wednesday, October 6, 2021 10:07:28 AM

Dear Mayor Nelson, Mayor Pro Tem Wood, Councilor Boyd, Councilor Linsey, Councilor Funk, Mr. Clark and Ms. Oswald,

Thank you for taking time to discuss #6 of the draft policy at the City Council on Monday night.

Although 3 out of 5 of you voted/gave opinion that you didn't want to move forward with the exemption for the 4 of us who are "in-between", I feel I need to address some of the issues brought up that night. Even though I know you are all probably very weary of the STR topic, I feel strongly that more discussion is necessary.

I know you are trying to follow the 120 cap that you promised the citizens, but want to point out that it is very normal for City codes and ordinances to change and for exemptions and "Grandfathering" to take place in order to ease the transition for those caught in the middle. The Grandfathering clause your Staff proposed provides clarity, boundaries, and an end-point that addresses only the four properties intended.

I am once again asking you to reconsider. I know you want to do the right thing and represent your citizens well--I heard that from each of you. I know you don't want to open a "can of worms" by granting an exemption for 4 properties only. That said, we really are different than the rest. You can open the can of worms, grant this one exemption/granfathered-in clause and then close it back up. If other property owners heard about the cap being approved and wanted to apply for a STR license, they would have done so right away and been granted one because the cap was not met yet. We intended to apply after construction was completed, but were forced to apply before the property was completed because the cap went into place. Now we will be on a waitlist for who knows how long because of this mid-stream change. The other people in this can of worms have had a chance to apply as well--no one has kept them from applying these last 2 months since the cap has been in place. We are a small group that is still caught and so I'm asking again to please reconsider grandfathering us in. It would not be part of the 120 cap, it would be separate.

From what I heard administration say a couple weeks ago at the September 27th meeting, they really don't foresee a FLOOD of people in addition to the applications already submitted.

There really are only so many home owners in the R-2 zone that want to be a short term rental (especially now that there will be a 30-day minimum requirement to have it rented out).

I know you're concerned about public backlash or unleashing some crazy flood of requests, but if you are very clear with the Grandfathering language I think that concern can be remediated.

I beg you to reconsider. Not because of our "financial hardship" or even because we are good people and not just a big business corporation, but because this was a code change that caught us mid-stride and there is a historic mechanism to fix issues like this (Grandfathering or Exemptions).

Again, I know you are trying to represent the citizens of Ouray to the best of your ability and would ask that you include us in that consideration as well and grant us an exemption.

I've lived in Montrose since 1988 and have been selling real estate in Montrose and Ouray counties for 15 years. We care about the community and we intend to be a part of it for years to come.

Thank you for your time and I ask you to let me know what you decide to do.

Sincerely,

Diana and Ian Atha

738 2nd Street

Ouray

970-964-7217

ENGINEER'S PROGRESS REPORT

Date: September 13, 2021
To: City of Ouray
From: Element Engineering
Job No. 0041.0001
RE: Monthly Engineers Report **New Items Bold**

PROJECT DESIGN

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

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

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

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

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

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

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

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

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

CMAR BIDDING AND COORDINATION

Due to demands of the project schedule Element recommended that the city proceed with the Construction Manager at Risk (CMAR) delivery method. As there are several important decisions to be made early in the design phase, Element recommended bidding to CMAR firms at 0% design. This will allow us to assemble our project team very early in the design of the project and obtain important constructability input.

Element has provided the city with a public advertisement and has posted the CMAR bid documents for distribution. The following bid schedule was included in these documents:

RFP Release Date	June 9, 2021 at 2:00 PM
Non-Mandatory Pre-Bid Meeting	June 22, 2021 at 9:00 AM
Last Day to Request Interpretations of the Documents	June 25, 2021 at 4:00 PM
Proposals Due (via email to nmarcotte@elementengineering.net)	July 2, 2021 at 4:00 PM
Anticipated Design Phase CMAR Award (approximate)	July 14, 2021

After submittal and review of CMAR proposals with city staff, Element will provide the city with a recommendation for award to a CMAR firm.

On July 2 Element received two proposals from CMAR firms. Proposals were received from Integrated Water Services, Inc. (IWS) and Moltz Construction Inc. (Moltz). Element completed a detailed review of both proposals and has compiled a letter recommending Moltz Construction be awarded the CMAR contract.

A CMAR contract has been compiled for signature by Moltz Construction and the City of Ouray.

Element has sent draft technical specifications to Moltz for initial review and has reviewed an initial 0% construction budget submitted by Moltz.

CDPHE REGULATORY COORDINATION

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

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

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

Nothing new to report.

PROJECT FUNDING

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

Nothing new to report.

ENGINEER'S PROGRESS REPORT

Date: October 11, 2021
To: City of Ouray
From: Element Engineering
Job No. 0041.0001
RE: Monthly Engineers Report **New Items Bold**

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

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

CMAR BIDDING AND COORDINATION

Due to demands of the project schedule Element recommended that the city proceed with the Construction Manager at Risk (CMAR) delivery method. As there are several important decisions to be made early in the design phase, Element recommended bidding to CMAR firms at 0% design. This will allow us to assemble our project team very early in the design of the project and obtain important constructability input.

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See Project Design Notes.

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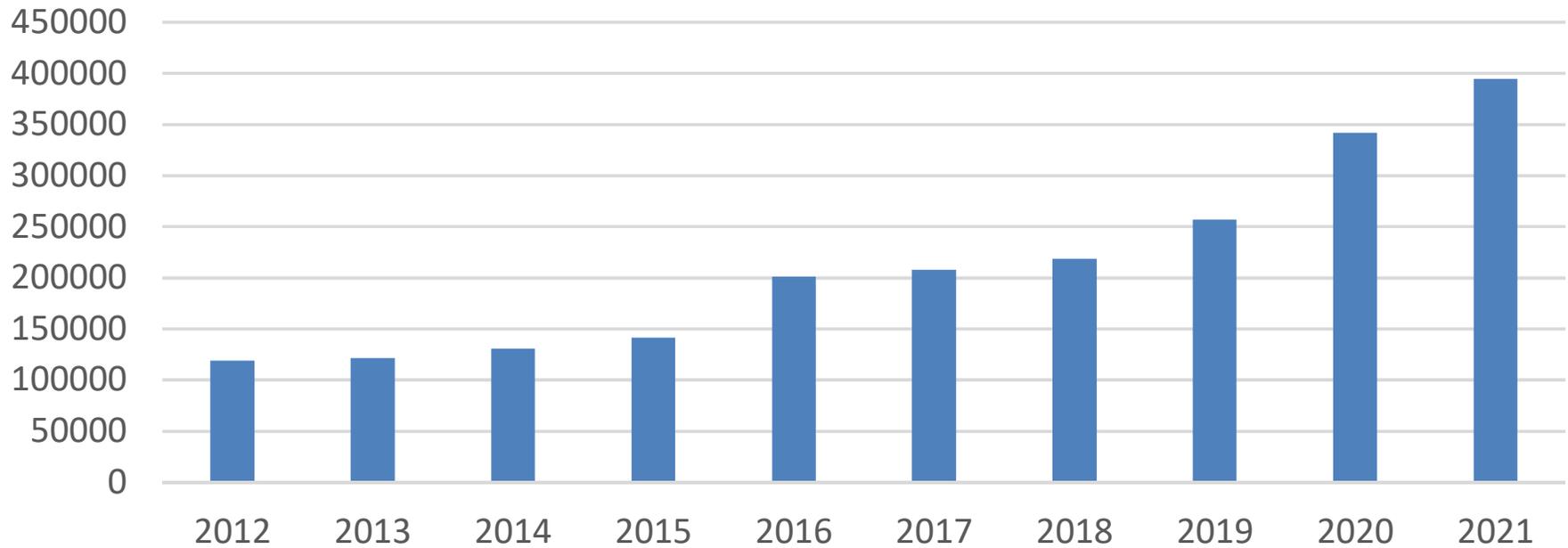
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Element is currently compiling the pre-qualification form and Project Needs Assessment (PNA). These documents are required to be submitted, reviewed, and approved by CDPHE prior to loan application. The loan application deadline for a leveraged loan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

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

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



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

CITY OF OURAY
SALES TAX REVENUES BY BUSINESS CATEGORY 2012-2021

SALES TAX REVENUES BY BUSINESS CATEGORY

Business Category	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Lodging, campgrnds.	\$ 43,299.02	\$ 45,313.14	\$ 46,497.53	\$ 49,384.81	\$ 70,845.37	\$ 77,990.60	\$ 85,331.38	\$ 102,731.15	\$ 126,505.93	\$ 146,955.16
Retail - Local Gift, Hardware, & Groceries								49,445.23	73,512.48	\$ 80,276.84
Retail - Remote								26,879.01	30,268.92	\$ 32,909.96
Retail - groceries, liquor, candy, hardw	16,056.04	16,769.00	16,997.24	15,448.74	26,311.15	27,185.21	31,535.87			
Retail - gift, souvenir, variety, books	13,034.71	12,928.41	13,624.89	14,330.76	19,071.21	18,449.56	18,649.68			
Trans & Pub. Util.	6,379.01	6,306.26	6,463.51	6,431.63	7,623.60	7,317.69	7,435.79	8,544.45	8,337.39	9,801.30
Eating & Drinking	22,695.68	24,825.35	23,482.37	30,576.29	37,947.81	39,312.90	45,890.73	64,421.46	80,662.31	97,394.71
Const. & Manufacturing	9,534.59	7,134.26	11,529.64	14,392.06	20,249.01	20,128.73	18,930.35	1,523.28	3,428.77	5,742.48
Services - all other	934.90	2,133.33	1,936.62	1,733.45	8,464.63	7,086.34	3,527.05	1,973.44	16,156.73	19,109.10
Finance, Ins. Real Estate	7,220.87	6,287.88	9,299.92	9,049.52	10,762.65	10,026.10	6,933.51			
Wholesale Trade	79.92	78.00	108.00	53.12	165.50	528.81	313.60	1,618.22	2,906.77	2,501.69
Mining	-	-	-	-	-	-	-	-	-	-
All Other	132.53	28.50	909.15	-	-	-	-	-	-	-
TOTAL	\$ 119,367.27	\$ 121,804.13	\$ 130,848.87	\$ 141,400.38	\$ 201,440.93	\$ 208,025.94	\$ 218,547.96	\$ 257,136.24	\$ 341,779.30	\$ 394,691.24

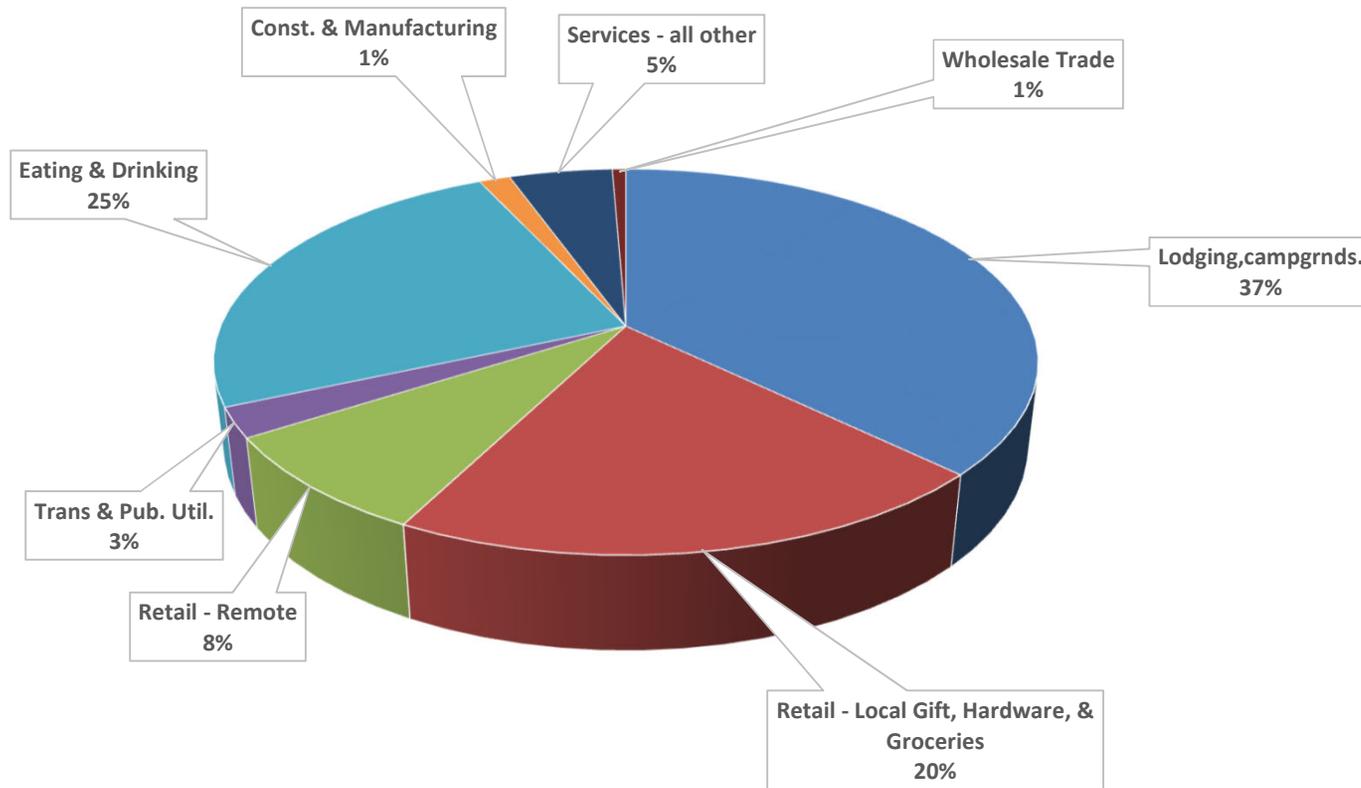
\$1,667.85 out-of-period \$6,026.60 out-of-period \$13,015.03 out-of-period \$26,032.75 out-of-period

CITY OF OURAY
2021 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

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

2021 SALES TAX REVENUES BY BUSINESS CATEGORY							
(1) Funds received by City in: July (mostly re: May)							
Business Category	January	February	March	April	May	June	
Lodging, campgrnds.	\$ 26,010.45	\$ 36,995.90	\$ 44,754.54	\$ 37,873.92	\$ 48,534.91	\$ 33,563.58	
Retail - Local Gift, Hardware, & Groce	\$ 21,286.27	\$ 32,966.65	\$ 25,734.23	\$ 23,627.21	26,260.20	\$ 21,834.25	
Retail - Remote	\$ 22,394.45	\$ 26,286.38	\$ 25,877.98	\$ 24,933.67	24,375.70	\$ 28,992.24	
Trans & Pub. Util.	8,743.59	11,494.47	13,382.39	12,631.99	10,842.03	9,972.94	
Eating & Drinking	21,469.16	26,647.64	27,495.58	31,787.40	29,519.40	24,070.59	
Const. & Manufacturing	651.34	1,830.76	747.51	2,448.18	3,471.97	8,061.11	
Services - all other	1,978.85	2,282.00	2,341.32	1,615.88	2,152.63	1,836.37	
Wholesale Trade	755.57	1,551.93	2,516.98	1,658.85	1,879.52	2,535.90	
TOTAL	\$ 103,289.68	\$ 140,055.73	\$ 142,850.53	\$ 136,577.10	\$ 147,036.36	\$ 130,866.98	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, campgrnds.	\$ 56,492.71	\$ 129,779.20	\$ 161,952.13	\$ 146,955.16			\$ 722,912.50
Retail - Local Gift, Hardware, & Groce	\$ 40,357.99	\$ 80,564.94	\$ 97,886.15	\$ 80,276.84			\$ 450,794.73
Retail - Remote	\$ 30,247.14	\$ 40,279.62	\$ 39,290.50	\$ 32,909.96			\$ 295,587.64
Trans & Pub. Util.	9,398.81	8,758.71	8,917.35	9,801.30			103,943.58
Eating & Drinking	44,326.91	77,486.17	73,214.65	97,394.71			453,412.21
Const. & Manufacturing	10,093.17	8,930.58	2,022.14	5,742.48			43,999.24
Services - all other	3,791.61	15,429.77	21,820.16	19,109.10			72,357.69
Wholesale Trade	3,091.53	4,394.10	3,970.04	2,501.69			24,856.11
TOTAL	\$ 197,799.87	\$ 365,623.09	\$ 409,073.12	\$ 392,189.55	\$ -	\$ -	\$ 2,167,863.70

City of Ouray
August 2021 Sales Tax Revenues by Business Category
(received in October 2021)



Year to Date Sales Tax Comparison

Percentage Change
from 2020

August 2020 Activity	\$ 341,779.30	
August 2021 Activity	\$ 394,691.24	15%
Jan-Aug 2020	\$ 1,290,725.89	
Jan-Aug 2021	\$ 1,924,518.29	49%

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	21 VS 20
Month											
January	4452	4343	4349	5712	5826	5113	5782	6196	6245	5936	-4.95%
February	3446	3673	3874	4816	5226	4509	5085	5593	4641	7189	54.90%
March	2975	2746	2949	3394	3638	3499	4763	4152	1952	6993	258.25%
April	1912	1661	1836	2236	2660	2411	3080	2857	32	4941	15340.63%
May	4914	4248	4149	5047	5850	5939	7396	7894	3111	11093	256.57%
June	10282	10971	10718	12015	13521	14494	14578	15026	12736	17520	37.56%
July	16781	16285	17248	19171	19960	20248	19802	19482	20444	20509	0.32%
August	14672	13688	15198	16477	16949	17344	17613	18629	16919	18230	7.75%
September	12361	12004	13377	15478	16149	16526	17743	18498	17564		
October	4876	5825	6450	7937	7691	7762	7462	9407	19127		
November	1709	2084	1936	2141	2113	2674	2856	3237	3864		
December	2805	3589	3696	3656	3382	4226	5038	4268	5153		
Total Rooms	81185	81117	85780	98080	102965	104745	111198	115239	111788	92411	

DOLLARS											
January	\$11,755	\$11,729	\$11,848	\$15,867	\$15,819	\$13,795	\$16,294	\$22,444	\$25,204	\$27,107	7.55%
February	\$8,855	\$9,749	\$10,430	\$12,468	\$13,908	\$12,648	\$14,021	\$19,580	\$18,464	\$28,191	52.68%
March	\$7,792	\$7,260	\$7,945	\$9,240	\$9,505	\$9,529	\$12,884	\$14,526	\$6,834	\$27,858	307.64%
April	\$4,974	\$4,475	\$4,975	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312	\$107	\$18,324	17104.05%
May	\$13,131	\$11,738	\$11,357	\$13,876	\$15,372	\$15,734	\$19,031	\$22,068	\$7,922	\$41,033	417.94%
June	\$26,440	\$28,572	\$28,419	\$31,431	\$34,498	\$36,654	\$36,236	\$62,392	\$51,634	\$100,852	95.32%
July	\$43,054	\$42,369	\$44,740	\$47,884	\$49,767	\$50,344	\$49,371	\$110,244	\$114,230	\$138,864	21.57%
August	\$34,737	\$35,708	\$40,035	\$41,643	\$41,801	\$42,090	\$43,236	\$90,952	\$92,809	\$110,015	18.54%
September	\$33,413	\$32,326	\$35,960	\$40,336	\$41,704	\$41,965	\$44,480	\$79,505	\$93,050		
October	\$13,309	\$15,848	\$17,556	\$21,385	\$20,717	\$20,355	\$19,711	\$37,511	\$60,690		
November	\$4,261	\$5,348	\$5,092	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367	\$15,399		
December	\$7,617	\$9,816	\$9,918	\$9,571	\$9,590	\$11,882	\$13,622	\$17,593	\$24,892		
Total Dollars	\$209,338	\$214,938	\$228,275	\$254,538	\$265,116	\$268,369	\$283,976	\$495,494	\$511,234	\$492,244	

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

OURAY LODGING OCCUPANCY TRENDS

Based on Lodging Occupation Tax Collections

	2019				2020				2021			
	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt
	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms
	+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins			
January	19378	6196	32.0%	387	19301	6245	32.4%	61	16357	5936	36.3%	61
February	17556	5593	31.9%	287	15753	4641	29.5%	103	17752	7189	40.5%	209
March	18409	4152	22.6%	388	13973	1952	14.0%	18	18804	6993	37.2%	364
April	18291	2857	15.6%	247	42	32	76.2%	10	16716	4941	29.6%	191
May	22770	7894	34.7%	334	12725	3111	24.4%	29	20240	11093	54.8%	213
June	21708	15026	69.2%	302	21195	12736	60.1%	28	21576	17520	81.2%	88
July	22944	19482	84.9%	452	22744	20444	89.9%	654	22375	20509	91.7%	121
August	24090	18629	77.3%	465	18745	16919	90.3%	10	20688	18230	88.1%	215
September	22482	18498	82.3%	493	20654	17564	85.0%	30				
October	21554	9407	43.6%	307	19127	12877	67.3%	18				
November	17290	3237	18.7%	184	13475	3864	28.7%	40				
December	18825	4268	22.7%	170	16609	5153	31.0%	107				
Total	245297	115239	47.0%	4016	194343	105538	54.3%	1108	154508	92411	59.8%	1462

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

"Exempt Rooms" columns are for memo purposes only.

2021 Lodging Occupation Tax, By Business Category

AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	12,792	12,305	13,127	11,062	13,689	14,940	13,960	12,297					104,172
Bed and Breakfast	649	500	841	403	570	660	868	673					5,164
House, Townhouse, Condo (1)	2,885	2,384	2,224	2,761	1,393	1,536	5,532	3,130					21,845
RV Space, Unfurnished Cabin	31	2,563	2,612	2,490	4,588	4,440	2,015	4,588					23,327
Total Rooms	16,357	17,752	18,804	16,716	20,240	21,576	22,375	20,688	-	-	-	-	154,508

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,936	5,690	5,092	3,715	7,126	12,753	13,132	11,121					63,565
Bed and Breakfast	167	94	562	92	150	609	864	647					3,185
House, Townhouse, Condo (1)	803	795	705	572	620	1,026	4,498	2,122					11,141
RV Space, Unfurnished Cabin	30	610	634	562	3,197	3,132	2,015	4,340					14,520
Total Rooms	5,936	7,189	6,993	4,941	11,093	17,520	20,509	18,230	-	-	-	-	92,411

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
													-
Hotel, Motel	\$ 19,609.98	\$ 21,761.77	\$ 20,094.21	\$ 14,413.41	\$ 32,428.13	\$ 77,758.76	\$ 98,565.74	\$ 74,536.47					\$ 359,168.47
Bed and Breakfast	\$ 1,008.24	\$ 493.53	\$ 2,311.55	\$ 564.93	\$ 1,684.98	\$ 3,998.57	\$ 5,406.54	\$ 4,360.89					\$ 19,829.23
House, Townhouse, Condo (1)	\$ 6,428.74	\$ 5,278.71	\$ 4,387.48	\$ 2,923.34	\$ 3,269.59	\$ 10,669.08	\$ 32,204.63	\$ 21,158.34					\$ 86,319.91
RV Space, Unfurnished Cabin	\$ 59.85	\$ 656.86	\$ 1,064.41	\$ 422.35	\$ 3,650.42	\$ 8,425.81	\$ 2,687.53	\$ 9,959.12			\$ -	\$ -	\$ 26,926.35
Total Dollars	\$ 27,106.81	\$ 28,190.87	\$ 27,857.65	\$ 18,324.03	\$ 41,033.12	\$ 100,852.22	\$ 138,864.44	\$ 110,014.82	\$ -	\$ -	\$ -	\$ -	\$ 492,243.96

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

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

(Source: Point of Sale Software)

VISITORS	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	% change from 2020
January	7,417	7,639	7,496	9,160	9,287	36	9,392	8,553	8,149	4,961	-39.12%
February	6,563	6,380	6,177	7,158	9,095	13	7,342	5,970	7,836	4,824	-38.44%
March	8,322	8,367	7,832	10,045	10,087	58	10,468	9,118	3,638	7,697	111.57%
April	4,756	5,056	4,277	5,691	6,195	16	7,048	5,481	-	7,104	
May	9,546	10,407	10,040	11,798	12,065	2,984	13,346	11,397	-	11,580	
June	16,753	18,494	18,294	20,970	22,404	18,175	24,764	24,525	1,540	25,977	1586.82%
July	26,005	30,652	29,009	32,485	36,116	37,483	35,943	36,986	6,416	30,994	383.07%
August	17,463	18,875	21,625	22,377	22,353	25,486	23,936	23,274	12,622	22,179	75.72%
September	11,496	10,825	10,617	14,334	9,258	16,065	16,397	14,833	11,946	13,612	13.95%
October	5,419	5,741	6,473	7,360	62	9,834	8,771	9,596	10,699		
November	5,460	6,052	6,576	6,878	49	7,077	7,043	6,920	4,644		
December	6,512	7,117	7,158	7,646	47	10,753	9,046	8,174	4,439		
TOTAL YEAR	125,712	135,605	135,574	155,902	137,018	127,980	173,496	164,827	71,929	128,928	

REVENUE	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	% change from 2020
January	\$ 63,665.75	\$ 69,592.57	\$ 70,853.78	\$ 84,848.13	\$ 85,983.09	\$ 2,189.00	\$ 89,885.46	\$ 95,701.53	\$ 99,306.81	\$ 66,989.85	-32.54%
February	\$ 53,489.36	\$ 53,942.51	\$ 58,070.40	\$ 62,350.28	\$ 78,569.69	\$ 724.00	\$ 70,970.13	\$ 65,918.59	\$ 97,215.12	\$ 61,086.55	-37.16%
March	\$ 68,778.92	\$ 71,253.08	\$ 73,228.30	\$ 92,289.88	\$ 84,745.80	\$ 1,012.00	\$ 102,232.15	\$ 108,526.39	\$ 47,810.30	\$ 106,419.45	122.59%
April	\$ 39,091.23	\$ 40,718.09	\$ 35,578.60	\$ 50,940.75	\$ 52,112.54	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	\$ -	\$ 98,819.49	
May	\$ 83,176.16	\$ 92,099.46	\$ 90,214.50	\$ 109,383.77	\$ 108,047.29	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	\$ -	\$ 162,720.12	
June	\$ 168,218.99	\$ 184,665.49	\$ 175,517.27	\$ 186,061.57	\$ 211,853.56	\$ 166,974.02	\$ 317,542.31	\$ 311,093.17	\$ 19,273.04	\$ 352,538.72	1729.18%
July	\$ 248,316.40	\$ 273,929.96	\$ 278,448.14	\$ 300,620.51	\$ 332,026.16	\$ 479,802.39	\$ 455,519.84	\$ 474,330.32	\$ 74,169.01	\$ 428,489.09	477.72%
August	\$ 164,396.17	\$ 169,419.68	\$ 196,542.94	\$ 194,321.61	\$ 198,465.34	\$ 326,151.96	\$ 308,882.04	\$ 295,953.46	\$ 165,977.58	\$ 312,872.14	88.50%
September	\$ 104,059.16	\$ 90,904.86	\$ 93,619.70	\$ 127,909.15	\$ 80,149.87	\$ 184,807.92	\$ 200,777.07	\$ 188,131.33	\$ 158,666.78	\$ 186,544.01	17.57%
October	\$ 47,989.45	\$ 51,079.71	\$ 56,515.76	\$ 63,216.05	\$ 2,737.00	\$ 82,537.92	\$ 99,235.68	\$ 120,843.43	\$ 145,302.53	\$ -	
November	\$ 41,042.60	\$ 48,744.63	\$ 55,891.66	\$ 54,218.80	\$ 1,796.25	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	\$ 58,403.16	\$ -	
December	\$ 67,307.68	\$ 75,289.46	\$ 73,048.24	\$ 74,421.59	\$ 1,957.00	\$ 112,212.40	\$ 111,645.98	\$ 105,050.32	\$ 60,304.81	\$ -	
TOTAL YEAR	\$1,149,531.87	\$1,221,639.50	\$1,257,529.29	\$1,400,582.09	\$1,238,443.59	\$1,544,555.95	\$2,070,414.67	\$2,049,787.72	\$ 926,429.14	\$1,776,479.42	

CITY OF OURAY BOX CAÑON FALLS VISITOR CENTER - VISITOR AND REVENUE TRENDS

VISITORS

	2016	2017	2018	2019	2020	2021	Incr./Decr. Visitors	21 vs. 20 %
APRIL						87	87	
MAY	4841	4979	6048	4065		8454	8,454	
JUNE	12308	13176	11793	13729	9252	20138	10,886	117.66%
JULY	17649	18650	17819	20914	21473	23929	2,456	11.44%
AUGUST	11094	12290	11737	13872	17086	15821	(1,265)	-7.40%
SEPTEMBER	7907	9092	8914	9903	14033	12245	(1,788)	-12.74%
OCTOBER	4511	5070	3963	5721	10540			
NOVEMBER					110			
TOTAL VISITORS	58,310	63,257	60,274	68,204	72,494	80,674	18,830	

REVENUES

	2016		2017		2018		2019		2020		2021		Incr./Decr. \$	21 vs. 20 %	
	Adm.	Conc.													
APRIL													\$ 375.01	\$ 42.23	\$ 417.24
MAY	\$ 16,825.00	\$ 2,225.43	\$ 17,486.88	\$ 2,198.68	\$ 25,699.50	\$ 2,682.41	\$ 21,118.11	\$ 2,427.75			\$ 37,554.63	\$ 4,489.23	\$ 42,043.86		
JUNE	\$ 42,461.03	\$ 5,294.16	\$ 45,389.73	\$ 5,015.46	\$ 50,013.95	\$ 5,058.44	\$ 62,137.51	\$ 6,338.97	\$ 41,263.44	\$ 2,884.13	\$ 86,023.51	\$ 11,273.73	\$ 53,149.67	\$ 120.39%	
JULY	\$ 60,863.02	\$ 7,147.59	\$ 64,319.24	\$ 8,230.02	\$ 75,561.60	\$ 7,576.29	\$ 89,005.01	\$ 8,540.88	\$ 92,936.75	\$ 5,933.87	\$ 102,023.52	\$ 12,507.75	\$ 15,660.65	\$ 15.84%	
AUGUST	\$ 38,486.02	\$ 4,698.79	\$ 42,591.00	\$ 5,426.30	\$ 50,370.69	\$ 5,159.73	\$ 59,804.50	\$ 5,944.70	\$ 75,438.78	\$ 5,170.58	\$ 68,804.43	\$ 8,937.53	\$ (2,867.40)	\$ -3.56%	
SEPTEMBER	\$ 27,754.96	\$ 3,992.03	\$ 31,767.24	\$ 4,029.89	\$ 39,016.59	\$ 3,853.74	\$ 43,140.50	\$ 4,469.76	\$ 62,818.85	\$ 4,760.34	\$ 54,165.46	\$ 7,832.49	\$ (5,581.24)	\$ -8.26%	
OCTOBER	\$ 16,075.00	\$ 2,278.27	\$ 17,605.00	\$ 2,560.93	\$ 17,605.00	\$ 2,358.41	\$ 24,735.00	\$ 2,398.45	\$ 46,641.76	\$ 3,253.98					
NOVEMBER									\$ 514.00	\$ 42.24					
TOTAL \$	\$ 202,465.03	\$ 25,636.27	\$ 219,159.09	\$ 27,461.28	\$ 258,267.33	\$ 26,689.02	\$ 299,940.63	\$ 30,120.51	\$ 319,099.58	\$ 22,002.90	\$ 348,946.56	\$ 45,082.96	\$ 102,822.78		

Admission rate increased by \$1.00 in 2018

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



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Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Lily Oswald, Community Development Coordinator
DATE: October 15, 2021
FOR: October 18, 2021
SUBJECT: Community Development Report

CURRENT PLANNING

Staff is working on the following projects:

- Ongoing Short-Term Rental coordination (applications, renewals, expiration notifications, Building Inspection updates) including coordination with Ouray County and Ridgway on options re: RFP respondent programs for STR compliance and monitoring
- TBD Hinkson Terrace Lot Split Application (on Council's 10-18-21 Agenda)
- 209 2nd Street Rezone Application
- Various preapplications for small-and large-scale land use projects, lot splits, rezones
- Research into creative housing solutions, opportunities, and partnerships in the region
- Research into STRs, ADUs, other CDC-related policy tools across other municipalities in Colorado
- Research into various funding opportunities for community- and land use-related projects
- Improving map integration for the City's existing zoning, districts, parcels, and addresses
- Updates to existing Community Development/Building Department forms for easier processing

CODE ENFORCEMENT

Code enforcement cases continue to be monitored and enforced. Dan Reardon remains the City's acting Building Inspector on Tuesdays and Fridays. Applicants will be interviewed for the City's full-time Building Inspector position next week.

BUILDING & SIGN PERMITS

Four (4) building permits and one (1) new sign permit were issued by the department for the Month of September. Four (4) building permits have been issued so far by the department for the month of October. Typical review and completion of short-term rental applications was performed.

LONG RANGE PLANNING

The City was awarded \$25,000 from DOLA's Administrative Grant to go towards the City's code (Chapters 7 & 8) revisions.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE (CEDC)

The CEDC held a work session on September 30 to discuss budget items and upcoming opportunities for community involvement. The CEDC held a work session on October 14 to review and discuss updates from the committee members and City staff. Bonnie Watson of Telluride Venture Accelerator (TVA) presented on:

- TVA's structured approach to economic growth and mentorship in the region and how Ouray can be more involved
- Resources available to kick-start funding and loan programs, mentor/mentee programs, and networking opportunities

- Priority areas for CEDC/City of Ouray to focus its energy on in the short-term

Upcoming CEDC dates:

- Wednesday, **October 27, 2021** 8:30AM - CEDC Roundtable Discussion with OIPI/IPAT and local businesses to accelerate the local economic impact of the Ice Park and related Festivals
- Thursday, **November 11, 2021** 8:30AM – CEDC next regular work session

PLANNING COMMISSION

The Planning Commission held a regular meeting on October 12th. The Planning Commission considered:

- 709 2nd Street - Rezone Application
 - The Planning Commission recommended approval of the Rezone to the City Council
- TBD Hinkson Terrace - Lot Split Application
 - The Planning Commission recommended approval of the Lot Split to the City Council

MISCELL ANEOUS PROJECTS

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

- Ongoing addressing discrepancies in city parcels/lots/blocks.
 - 28 address assignments and changes have been made by staff (many more to come)
- Ongoing research and navigation of file systems and needed process improvements.
- Ongoing research and interviews re: community housing projects and options in Colorado.
- Ongoing records requests submitted to the City.
- Small-scale Code interpretations for developers, realtors, and private parties.
- Notices of noncompliance and Code enforcement cases; many more will be addressed when the City has hired a full-time Building Inspector.
- Ongoing explanation of current STR regulations; providing information to interested/involved parties.
- Research into similar municipal fee schedules and land use regulations for reference.

SHORT-TERM RENTAL (STR) LICENSES

The table below summarizes STR license status and counts including applications that have been submitted to the City since the last Council meeting. Some applications have been submitted for units both inspection-ready and not-inspection ready; some applications have been submitted that are considered “inspection-ready” however, have not been processed to avoid issuing more than 120 licenses before policies have been adopted.

*Table 1. STR Status and Counts (updated 10/15/21)**

Identifier	Status	Number of Units
A	Active; Non-Expired Licenses	90
B	Recently-Expired Licenses; In renewal process	12
C	New Applications Received/Pending	13
D	Off-Premises Lodging Units (OPLU or "Condo-tel")	10
Totals		
E	Total Active (A+B)	102
F	Total Active + New Applications (A+B+C)	115
G	Total Active + New Applications + OPLUs (F+D)	125

**To note: These numbers remain static and are constantly fluctuating. Table 1 represents STR counts and statuses as of 10/15/21 afternoon. These numbers change nearly every day and are completed to the best of the City's ability.*

RESOLUTION NO. 14 (SERIES 2021)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY,
COLORADO APPROVING THE LOT SPLIT OF LOT 14 OF THE
WANAKAH ESTATES SUBDIVISION.**

WHEREAS, Mr. Mark Iuppenlatz (“Applicant”) on behalf of Ouray Housing Group, LLC (“Owner”) submitted a land use application defined herein, for Lot 14 of the Wanakah Estates Subdivision (“Property”); and

WHEREAS, the Applicant submitted a land use application requesting to split Lot 14 of the Wanakah Estates Subdivision into seven (7) lots, to be known as the Silver Terrace Lot Split (“Application”); and

WHEREAS, the Property is located within the R-2 Residential – High Density Zone District; and

WHEREAS, a notice of the public hearing was provided in accordance with City policies and City of Ouray Municipal Code requirements, section 7-7-C-5; and

WHEREAS, the Planning Commission of the City of Ouray held a public hearing on October 12, 2021 and approved of Resolution no. 21-03 making a recommendation of approval of said lot split to the City Council; and

WHEREAS, the City Council of the City of Ouray held a public hearing on October 18, 2021 and has reviewed and considered said lot split request, the Application and related documents submitted to the City, all written and verbal public comment, and considered compatibility with adjacent land uses and considered this request in accordance with section 7-7-C-5 of the City of Ouray Municipal Code.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO hereby approves this lot split with the following conditions be completed prior to recordation;

1. Plat Note no. 4 of the Silver Terrace Lot Split Plat shall define the date of fieldwork;
2. A Plat Note shall be added to the Silver Terrace Lot Split Plat that formally releases Plat Note no. 2 from reception no. 229005; and,
3. A signature block for the Ouray Planning Commission Chair shall be added alongside the Approval of City Council signature block.

ADOPTED this ___ day of October 2021, by the Ouray City Council.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

ORDINANCE NO. 7 (SERIES 2021)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, AMENDING THE OURAY MUNICIPAL CODE TO REVISE THE DEFINITIONS OF A SHORT-TERM RENTAL, SINGLE FAMILY DWELLING UNIT AND LODGING BUSINESS IN SECTION 7-2; REPEALING AND REPLACING SECTION 7-5-J-11 TO REVISE THE SHORT-TERM RENTAL REGULATIONS; ADD CAP AND TRADE PROVISIONS; AND REVISE THE PENALTY AND ENFORCEMENT PROVISIONS.

WHEREAS, on July 17, 2019, the City of Ouray adopted short-term rental regulations of dwelling units within R-2, C-1 and C-2 Zone Districts and granting grandfather status to any existing STRs located in the R-1 Zone District with the grandfather status terminating upon non-use of the STR license or property ownership transfer.

WHEREAS, the impacts from STRs within the City including, but not limited to, refuse collection issues, inadequate off-street parking for vehicles, and real property owners failing to obtain an STR license for dwelling units used as STRs, are causing concerns.

WHEREAS, the City has spent extensive time since 2020 reviewing STR regulations, identifying necessary ordinance revisions, instituting a maximum STR license cap, and providing a mechanism for exceeding the maximum license cap if long-term rental units are created in return for an STR license.

WHEREAS, issues concerning short-term rental regulations indirectly exempting a use sometimes referred to as condotels are addressed in this revision such that it is made clear that no condotels exist as a use in the City and all dwelling units used as short-term rentals must have a license.

WHEREAS, while STRs operating prior to July 17, 2019 within the R-1 Zone District were grandfathered as a legal, non-conforming STR use, there was confusion such that these revisions make clear they are subject to the license requirements and the use ends upon any transfer of ownership interest with no ability to transfer.

WHEREAS, these regulations are necessary for the health, safety and welfare of the public under the City's police power.

NOW 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, Single Family Dwelling Unit definition is repealed and replaced to remove the word Unit from the words being defined, as follows:

Single-Family Dwelling is a dwelling unit designed for and occupied exclusively by one (1) family.

SECTION 2.

Section 7-2 of the City of Ouray Municipal Code, Short-Term Rentals definition is repealed and replaced as follows:

Short-Term Rental (STR) means the use of a dwelling unit, or any part thereof, for remuneration, for less than thirty (30) consecutive calendar days.

SECTION 3.

Section 7-2 of the City of Ouray Municipal Code, Lodging Business definition is repealed and replaced to add the word consecutive, 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) consecutive calendar days, and excludes short-term rental as defined herein.

SECTION 4.

Section 7-5-J, subsection 11, titled Short-Term Rental Regulations, of the City of Ouray Municipal Code, is repealed and replaced as follows:

The attached Exhibit A is incorporated herein by reference into this Section 4 of this Ordinance No. 07 (SERIES 2021).

SECTION 5: 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 6: 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.

SECTION 7: ALPHABETICAL ORDER.

When repealing and replacing definitions in Section 7-2, the definitions should be in alphabetical order.

SECTION 8: PRIOR PENALTY.

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.

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by ____ vote of the Ouray City Council this ____ day of _____, 2021.

CITY OF OURAY, COLORADO

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 _____, 2021.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 7 (Series No. 2021), 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

Exhibit A to Ordinance No. 7 (SERIES 2021), Section 4

11. Short-Term Rental (STR) Regulations

a. Purpose

To prevent adverse impacts attributable to short-term rentals in dwelling units; preserve the current character and ambience of City neighborhoods; protect public health, safety, and welfare; and ensure compatibility with surrounding land uses.

b. Applicability

These regulations apply to any owner of real property with dwelling unit(s) used as a STR, whether directly or indirectly, in R-2, C-1, and C-2 Zone Districts, for less than thirty (30) consecutive days.

c. Prohibitions and Conditions

- i. STRs are prohibited in the R-1 Zone District.
- ii. STRs are prohibited in accessory dwelling units.
- iii. A maximum number of STR licenses, also known as a Cap, may be adopted by City Council from time to time.
- iv. Dwelling units with an STR license must use the dwelling unit as a STR rental for thirty (30) or more days each annual license period.

d. Exemptions

- i. Any STR within the R-1 Zone District in existence and use as an STR prior to July 17, 2019, must obtain an STR license and upon the granting of a license such use shall be deemed as legal non-conforming. Upon non-renewal, or transfer in ownership of the real property of any kind, such license and use shall cease.
- ii. Dwelling units located within a lodging business premises are exempt but those located outside the lodging business premises must have an STR license.
- iii. Any real property owner who provides three (3) new dwelling units for rent for more than 30 consecutive days on the same parcel, after adoption of this Ordinance, may obtain one (1) STR license for a fourth dwelling unit on the same parcel and shall be considered exempt from any STR license cap, so long as the policies concerning this exemption are met, as determined by City Council from time to time. This program shall be known as the STR Cap and Trade. When using the STR Cap and Trade program, a real property owner may use one (1) of the three (3) dwelling units as their primary residence and be excluded from the cap. The real property owner shall execute an affidavit when the STR license is issued stating that three (3) dwelling units are being utilized as rentals with a minimum lease agreement of six (6) months,

excluding, if applicable, the real property owner's primary residence and shall provide the City, upon request, proof of lease agreements. All other requirements of these regulations apply, including policies and procedures, adopted by City Council from time to time.

e. Registration, Licensing, and Renewals

- i. An application is required to be submitted in accordance with the STR administrative policies and fee schedules, as City Council may adopt from time to time.
- ii. The City Administrator, or any authorized staff, may issue and regulate short-term rental licenses, administratively.
- iii. Upon submittal of a new STR application, a site inspection will be conducted to ensure the dwelling unit meets the City's adopted building codes.
- iv. License renewals may require an additional inspection if substantial changes to the premises were made or complaints arose during the previous licensing period, as determined administratively.
- v. An STR license is issued to the real property owner and is not transferable, except if the real property for which a valid STR license has been issued is transferred pursuant to a deed meeting any of the following conditions (these exceptions do not apply to any STRs within R-1):
 1. The transfer of title to real property if the grantee is a member of the grantor's family.
 2. The transfer of title to real property from a grantor to a trust established by the grantor.
 3. The transfer of title to real property from a grantor to a limited liability company or another form of business entity recognized by Colorado law so long as the grantor has a controlling interest in such limited liability company or other business entity.
 4. Any transfer of the property between the same parties creating or terminating a joint tenancy in such property.
 5. The transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.
 6. The transfer of title to make effective any plan confirmed or ordered by a court of competent jurisdiction under the bankruptcy code or in an equity receivership proceeding.
 7. The transfer of title without consideration for the purpose of confirming, correcting, modifying, or supplementing a transfer previously recorded; making minor boundary adjustments; removing clouds of titles; or granting rights of way, easements, or licenses.

8. The transfer of title pursuant to any decree or order of a court of record quieting, determining, or vesting title, including a final order awarding title pursuant to a condemnation proceeding.

9. The transfer of title between spouses or former spouses made pursuant to a separation agreement, decree of legal separation, or dissolution of marriage.

- vi. The real property owner remains solely responsible for compliance with these regulations and any policies adopted by City Council from time to time.
- vii. Licenses are valid for one (1) year; and all license renewals shall be due on or before February 28 of each year.
- viii. Real property owners who have an STR license must maintain liability insurance during the licensing period, as set forth in the administrative policies adopted by City Council from time to time.

f. Signs and Advertising Standards

- i. External signs are prohibited for short-term rentals in the R-2 zone district and within the R-1 zone district on any non-conforming STRs.
- ii. One (1) internal sign no larger than 8 ½" x 11" is allowed in R-1 and R-2 to identify a particular dwelling unit.
- iii. 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.

g. Rules

- i. The maximum number of persons per short-term rental shall be two (2) per bedroom, plus two (2) additional persons.
- ii. Noise Ordinance shall be followed.
- iii. The real property owner is responsible to remit all applicable local, state, and federal taxes, along with applicable Lodging Occupation Tax, Sales Tax, or any other applicable local tax, unless exempt.
- iv. Real property owner 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.

h. Parking Standards

Parking shall meet any applicable provisions of the Ouray Municipal Code and any specific parking requirements of the underlying zone district.

i. Snow Removal

Real property owner shall comply with all City requirements for snow removal on public sidewalks, in addition to the requirement to remove snow from STR parking spaces, walkways, and the entrance to the short-term rental.

j. Building Code Requirements

i. An STR shall only be used for one party that occupies the entire dwelling unit. Individual rooms within a single-family dwelling short-term rental shall not be rented out unless (a) the dwelling unit is separate, attached, or detached and it complies with the City of Ouray Municipal Code requirements; or (b) the short-term rental has a separate entrance from the primary dwelling, the bedroom areas have been constructed in accordance with the City's adopted building codes, 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.

ii. The short-term rental shall meet all applicable local, state, and federal regulations, including the requirement for carbon monoxide detectors under C.R.S. § 38-45-101 et seq.; lighting; one (1) wall mounted, certified, five (5) lb. ABC Fire Extinguisher within the short-term rental kitchen area; smoke detector requirements; and, all other life-safety requirements, such as egress from sleeping areas.

k. Refuse

i. The real property owner is responsible for proper disposal of garbage, refuse and trash collection in accordance with the Ouray Municipal Code.

ii. STRs will be charged the residential rate for trash removal unless there are two or more trash violations within a six (6) month period and then the real property owner may be required to provide for two residential trash services at the same address to manage trash (paying for two cans at the residence), or to provide for a commercial trash pickup of trash if two residential service pickups do not resolve the trash complaints.

iii. All trash shall be properly stored within containers that are not visible from any public street or sidewalk.

l. Other General Requirements

i. Short-term rentals must replace any exterior open light fixtures with dark sky compliant lighting.

ii. Real property owner must abide by all other applicable local, state, and federal laws and regulations.

m. License Posting Requirements

- i. The STR License must be posted in a conspicuous place and contain the following items.
 - 1. Contact information for the owner or responsible party.
 - 2. The STR address and license number.
 - 3. Maximum number of guests.
 - 4. Location of fire extinguishers.
 - 5. A copy of the noise ordinance.
 - 6. Parking and snow storage rules.
 - 7. Trash disposal information.
 - 8. How to sign up for emergency notifications.
 - 9. Information on any City fire bans, or water use restrictions.
 - 10. Map showing locations where trailer and large vehicle parking is allowed.

n. Revocation or Suspension of License

- i. A license may be revoked after notice to the real property owner and opportunity to be heard for violations which result in more than two suspensions or serious violations which affect the health, safety, and welfare of the public.
- ii. An STR license in the R-1 Zone District is a legal non-conforming use and upon the nonrenewal, suspension, revocation, abandonment of use or any transfer of ownership interest in the real property containing the dwelling unit with the STR license, the STR license is revoked immediately. There are no exceptions, and no affirmative or other defenses of any kind.
- iii. A license may be suspended after notice to the real property owner for:
 - 1. One or more violations of any condition of the license or of any provision of these regulations during the licensing period.
 - 2. Written notice of any violation shall be mailed to real property owner at the address provided in the most recent application.
 - 3. The suspension is effective seven (7) days after the date of the notice.

4. This suspension procedure does not apply when an emergency arises which affects the health, safety, and welfare of the public under the City's police powers.

o. Violations and Penalties

- i. It shall be unlawful to operate a short-term rental without a valid license or to violate any provision in these short-term rental regulations or any other City ordinance, resolution or official policy regarding short-term rentals or any state law or federal law.
- ii. Violations are declared to be a nuisance, which may be abated in any lawful manner, including Section 10-4 of the Ouray Municipal Code (OMC).
- iii. Enforcement and penalties for violations of these Short-term Rental regulations shall be as provided for in OMC, Section 7-3.

p. Appeals

Appeals of administrative decisions under these regulations shall be pursuant to OMC Section 7-5-H, except an appeal will be heard by City Council and not the Planning Commission.

**MASTER PROFESSIONAL SERVICES AGREEMENT
(Short-Term Rental Data Service)**

This Master Professional Services Agreement (the "Agreement") is made and entered into as of October 18, 2021 (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and City of Ouray, CO, a Colorado home rule municipality ("Client"), having its principal offices at 320 6th Street, P.O. Box 468, Ouray, CO 81427.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in the Scope of Work (SOW) attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the time line and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, both within and outside normal working hours, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall at all times fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall

reasonably cooperate with Client's project manager and keep him or her apprised of the day-to-day progress of the work.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 45 days of Client's receipt of such invoice.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.2.4. Client may terminate this agreement pursuant to paragraph 23 below.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(c)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded

by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; **(b)** any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. 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. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Mediation. All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or any breach of it shall be mediated prior to filing any lawsuit in District Court. Notice of the demand for mediation shall be filed in writing with the other party to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The parties shall mutually choose a mediator after a request to choose one is made in writing by either party. The parties shall share the mediator's fee equally. The mediation shall be held in the City of Ouray unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

22. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

City of Ouray

Attn: City Administrator

P.O. Box 468 / 320 6th Ave.

Ouray, CO 81427

In the case of Deckard:

23. Media and/or Logo Use. Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

24. Prior Appropriation. The parties understand that this Agreement, and the payments and other monetary obligations of the City hereunder, shall not be construed as creating a multiple-fiscal year debt or other financial obligation of City within the meaning of Section 20(4)(b) of Article X of the Constitution of Colorado. This Agreement shall not obligate the City, directly or indirectly, to make any payments or meet any other monetary obligation required herein, beyond such payments or obligations as are appropriated for any fiscal year in which this Agreement is in effect. In the event City fails to budget and appropriate, on or before December 31 of each year, funds sufficient to pay all payments and other monetary obligations due for the next ensuing year, an Event of Non-appropriation shall be deemed to have occurred and this Agreement shall cease and terminate. If an Event of Non-appropriation occurs, City shall only be obligated to make payments to Contractor for those amounts that had previously been appropriated and budgeted and not for any ensuing budget years.

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

EXHIBIT A

STATEMENT OF WORK (SOW)

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and City of Ouray, CO dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Platform to prepare real estate property value assessments for short-term rentals ("STRs") on all identifiable properties within the Designated Geography based upon publicly available data and such other data relevant to the Designated Geography to be provided to Deckard by Client (the "Reports"). The Reports shall at a minimum:

- 1.1. How many STRs are currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.

- 2. Designated Geography.** City of Ouray, CO
- 3. Reporting Period.** Reports are available in the Rentalscape Platform throughout the entirety of this agreement
- 4. Fees; Payments.**
 - 4.1. Annual Subscription: Reporting Only (Properties listed as an STR):**
 - 4.1.1.** First Year: \$6,250.00 (\$1,000 setup fee and \$5,250 service fee).
 - 4.1.2.** Second Year (Renewal): \$4,425.00.
 - 4.2. Annual Subscriptions: Monitoring and Management (Component 1) of Active Monitoring and Identification with City License Number and Disclaimer is in all Ads:**
 - 4.2.1.** First Year: \$1,500.
 - 4.2.2.** Second Year (Renewal): \$1,550.
 - 4.3. Maximum Price (In no event will the total subscription fees exceed):**
 - 4.3.1.** First Year: \$7,750.00.
 - 4.3.2.** Second Year: \$5,975.00.
 - 4.4. Timing:** Client will pay the annual subscription fees within 45 days of receipt of invoices from Deckard Technologies.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

RESOLUTION NO. 12 (SERIES 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO ADOPTING SHORT TERM RENTAL ADMINISTRATIVE POLICIES; A REVISED STR FEE SCHEDULE; AND A REVISED APPLICATION.

WHEREAS, City Council has recently repealed and replaced the short-term rental (STR) regulations within the City after conducting many work sessions and public meetings on the subject.

WHEREAS, City Council desires to adopt certain administrative policies for City staff to follow when regulating STRs, revise the fee structure for STR licenses and to adopt the template application.

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

1. The attached Exhibit A, B, and C to this Resolution No. 12 (SERIES 2021) is hereby approved.
2. With respect to Exhibit B and C, any previously adopted fees, including Resolution No. 6 (SERIES 2019), are hereby repealed.

ADOPTED this ___ day of September 2021, by the Ouray City Council.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

The Outdoor Recreation Capital of Colorado

A. Purpose

These policies apply to any Short-Term Rental (STR)¹ within the City of Ouray and are necessary for the health, safety, and welfare of the public.

B. Definitions

- 1) **Change of Real Property Ownership:** Any transfer of ownership interest in real property where a STR licensed dwelling unit is located, except as allowed Ouray Municipal Code, Section 7-5-j-11, a copy of which is attached as Exhibit 1.
- 2) **Inspection Ready:** Property is ready for an inspection when it is not (1) under construction and has been issued a Certificate of Occupancy; (2) there is no remodel work being performed; and, (3) the real property owner believes the property meets all City of Ouray adopted building codes.
- 3) **Grantor's Family:** For purposes of an ownership change, Grantor's family is defined as the real property owner's spouse and biological or adopted children.

C. General Provisions

- 1) **Notifications:** The real property owner is solely responsible for compliance with all STR regulations and policies. The City is not responsible for notifying real property owners of license expiration; any change of real property ownership or management shall be communicated to the City Community Development Department by the real property owner.
- 2) **Annual License Renewal:** STR licenses are valid for one (1) year. Renewal applications are due on or before February 28th of each year. All licensed STRs will be required to submit a Renewal Application and applicable fees on or before February 28, 2022, to remain an active licensed STR. Those that fail to meet the February 28th deadline shall lose their STR license. To facilitate this policy change, all STR licenses issued between June 30, 2021 and February 28, 2022 shall not be required to pay any renewal fees but is still required to submit a Renewal Application.
- 3) **Cap:** The maximum number of STRs licenses is set at 120.

¹ Ouray Municipal Code, Section 7-2, Definitions defines an STR.

320 6th Avenue
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The Outdoor Recreation Capital of Colorado

D. MAXIMUM NUMBER OF STR LICENSES

- 1) All applications will be date stamped at the time of receipt by the Community Development Department and processed in the order of receipt upon license availability.
- 2) If a property has never obtained a STR license and fails the initial building inspection due to structural defects, as identified on the *Short-Term Rental Inspection Checklist*, a copy of which is attached as Exhibit 2, and as updated by the Community Development Department from time to time, the application will be moved to the back of the waitlist and dated to the time of the failed inspection.
- 3) The STR License Application Packet and STR License Renewal Application may be updated by the Community Development Department from time to time, as directed by the City Administrator.
- 4) If a property has obtained a previous STR license or was grandfathered within the R-1 zone district, and fails the building inspection, the application will keep its spot on the waitlist and shall pass a building inspection within six (6) months of the initial failure date or the application will be denied. An extension of one (1), six (6) month period may be granted administratively for lack of material availability or weather delay, in staff's sole discretion.
- 5) STR applicants shall request a building inspection at the time of application submittal and the dwelling unit must be Inspection Ready. If no STR licenses are available, the application will be placed on a wait list in order of receipt and the inspection will only take place upon an available license.
- 6) Any issued STR license is renewable the following February 28th and each year thereafter, upon building inspection approval, if required, and payment of fees regardless of when it was first issued.
- 7) All applications where the dwelling units are not Inspection Ready will be accepted but only processed upon becoming Inspection Ready.
- 8) A real property owner shall maintain fire, hazard and liability insurance on the Short-Term Rental. Such coverage shall be maintained in full force and effect for the term of the license.
- 9) The City will not limit the number of STR applications on the waitlist.
- 10) License fees will only be accepted at the time of license issuance. New license application fees will not be prorated.

ORDINANCE NO. 7 (SERIES 2021)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, AMENDING THE OURAY MUNICIPAL CODE TO REVISE THE DEFINITIONS OF A SHORT-TERM RENTAL, SINGLE FAMILY DWELLING UNIT AND LODGING BUSINESS IN SECTION 7-2; REPEALING AND REPLACING SECTION 7-5-J-11 TO REVISE THE SHORT-TERM RENTAL REGULATIONS; ADD CAP AND TRADE PROVISIONS; AND REVISE THE PENALTY AND ENFORCEMENT PROVISIONS.

WHEREAS, on July 17, 2019, the City of Ouray adopted short-term rental regulations of dwelling units within R-2, C-1 and C-2 Zone Districts and granting grandfather status to any existing STRs located in the R-1 Zone District with the grandfather status terminating upon non-use of the STR license or property ownership transfer.

WHEREAS, the impacts from STRs within the City including, but not limited to, refuse collection issues, inadequate off-street parking for vehicles, and real property owners failing to obtain an STR license for dwelling units used as STRs, are causing concerns.

WHEREAS, the City has spent extensive time since 2020 reviewing STR regulations, identifying necessary ordinance revisions, instituting a maximum STR license cap, and providing a mechanism for exceeding the maximum license cap if long-term rental units are created in return for an STR license.

WHEREAS, issues concerning short-term rental regulations indirectly exempting a use sometimes referred to as condotels are addressed in this revision such that it is made clear that no condotels exist as a use in the City and all dwelling units used as short-term rentals must have a license.

WHEREAS, while STRs operating prior to July 17, 2019 within the R-1 Zone District were grandfathered as a legal, non-conforming STR use, there was confusion such that these revisions make clear they are subject to the license requirements and the use ends upon any transfer of ownership interest with no ability to transfer.

WHEREAS, these regulations are necessary for the health, safety and welfare of the public under the City's police power.

NOW 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, Single Family Dwelling Unit definition is repealed and replaced to remove the word Unit from the words being defined, as follows:

Single-Family Dwelling is a dwelling unit designed for and occupied exclusively by one (1) family.

SECTION 2.

Section 7-2 of the City of Ouray Municipal Code, Short-Term Rentals definition is repealed and replaced as follows:

Short-Term Rental (STR) means the use of a dwelling unit, or any part thereof, for remuneration, for less than thirty (30) consecutive calendar days.

SECTION 3.

Section 7-2 of the City of Ouray Municipal Code, Lodging Business definition is repealed and replaced to add the word consecutive, 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) consecutive calendar days, and excludes short-term rental as defined herein.

SECTION 4.

Section 7-5-J, subsection 11, titled Short-Term Rental Regulations, of the City of Ouray Municipal Code, is repealed and replaced as follows:

The attached Exhibit A is incorporated herein by reference into this Section 4 of this Ordinance No. 07 (SERIES 2021).

SECTION 5: 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 6: 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.

SECTION 7: ALPHABETICAL ORDER.

When repealing and replacing definitions in Section 7-2, the definitions should be in alphabetical order.

SECTION 8: PRIOR PENALTY.

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.

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by ____ vote of the Ouray City Council this ____ day of _____, 2021.

CITY OF OURAY, COLORADO

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 _____, 2021.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 7 (Series No. 2021), 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

Exhibit A to Ordinance No. 7 (SERIES 2021), Section 4

11. Short-Term Rental (STR) Regulations

a. Purpose

To prevent adverse impacts attributable to short-term rentals in dwelling units; preserve the current character and ambience of City neighborhoods; protect public health, safety, and welfare; and ensure compatibility with surrounding land uses.

b. Applicability

These regulations apply to any owner of real property with dwelling unit(s) used as a STR, whether directly or indirectly, in R-2, C-1, and C-2 Zone Districts, for less than thirty (30) consecutive days.

c. Prohibitions and Conditions

- i. STRs are prohibited in the R-1 Zone District.
- ii. STRs are prohibited in accessory dwelling units.
- iii. A maximum number of STR licenses, also known as a Cap, may be adopted by City Council from time to time.
- iv. Dwelling units with an STR license must use the dwelling unit as a STR rental for thirty (30) or more days each annual license period.

d. Exemptions

- i. Any STR within the R-1 Zone District in existence and use as an STR prior to July 17, 2019, must obtain an STR license and upon the granting of a license such use shall be deemed as legal non-conforming. Upon non-renewal, or transfer in ownership of the real property of any kind, such license and use shall cease.
- ii. Dwelling units located within a lodging business premises are exempt but those located outside the lodging business premises must have an STR license.
- iii. Any real property owner who provides three (3) new dwelling units for rent for more than 30 consecutive days on the same parcel, after adoption of this Ordinance, may obtain one (1) STR license for a fourth dwelling unit on the same parcel and shall be considered exempt from any STR license cap, so long as the policies concerning this exemption are met, as determined by City Council from time to time. This program shall be known as the STR Cap and Trade. When using the STR Cap and Trade program, a real property owner may use one (1) of the three (3) dwelling units as their primary residence and be excluded from the cap. The real property owner shall execute an affidavit when the STR license is issued stating that three (3) dwelling units are being utilized as rentals with a minimum lease agreement of six (6) months,

excluding, if applicable, the real property owner's primary residence and shall provide the City, upon request, proof of lease agreements. All other requirements of these regulations apply, including policies and procedures, adopted by City Council from time to time.

e. Registration, Licensing, and Renewals

- i. An application is required to be submitted in accordance with the STR administrative policies and fee schedules, as City Council may adopt from time to time.
- ii. The City Administrator, or any authorized staff, may issue and regulate short-term rental licenses, administratively.
- iii. Upon submittal of a new STR application, a site inspection will be conducted to ensure the dwelling unit meets the City's adopted building codes.
- iv. License renewals may require an additional inspection if substantial changes to the premises were made or complaints arose during the previous licensing period, as determined administratively.
- v. An STR license is issued to the real property owner and is not transferable, except if the real property for which a valid STR license has been issued is transferred pursuant to a deed meeting any of the following conditions (these exceptions do not apply to any STRs within R-1):
 1. The transfer of title to real property if the grantee is a member of the grantor's family.
 2. The transfer of title to real property from a grantor to a trust established by the grantor.
 3. The transfer of title to real property from a grantor to a limited liability company or another form of business entity recognized by Colorado law so long as the grantor has a controlling interest in such limited liability company or other business entity.
 4. Any transfer of the property between the same parties creating or terminating a joint tenancy in such property.
 5. The transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.
 6. The transfer of title to make effective any plan confirmed or ordered by a court of competent jurisdiction under the bankruptcy code or in an equity receivership proceeding.
 7. The transfer of title without consideration for the purpose of confirming, correcting, modifying, or supplementing a transfer previously recorded; making minor boundary adjustments; removing clouds of titles; or granting rights of way, easements, or licenses.

8. The transfer of title pursuant to any decree or order of a court of record quieting, determining, or vesting title, including a final order awarding title pursuant to a condemnation proceeding.

9. The transfer of title between spouses or former spouses made pursuant to a separation agreement, decree of legal separation, or dissolution of marriage.

- vi. The real property owner remains solely responsible for compliance with these regulations and any policies adopted by City Council from time to time.
- vii. Licenses are valid for one (1) year; and all license renewals shall be due on or before February 28 of each year.
- viii. Real property owners who have an STR license must maintain liability insurance during the licensing period, as set forth in the administrative policies adopted by City Council from time to time.

f. Signs and Advertising Standards

- i. External signs are prohibited for short-term rentals in the R-2 zone district and within the R-1 zone district on any non-conforming STRs.
- ii. One (1) internal sign no larger than 8 ½" x 11" is allowed in R-1 and R-2 to identify a particular dwelling unit.
- iii. 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.

g. Rules

- i. The maximum number of persons per short-term rental shall be two (2) per bedroom, plus two (2) additional persons.
- ii. Noise Ordinance shall be followed.
- iii. The real property owner is responsible to remit all applicable local, state, and federal taxes, along with applicable Lodging Occupation Tax, Sales Tax, or any other applicable local tax, unless exempt.
- iv. Real property owner 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.

h. Parking Standards

Parking shall meet any applicable provisions of the Ouray Municipal Code and any specific parking requirements of the underlying zone district.

i. Snow Removal

Real property owner shall comply with all City requirements for snow removal on public sidewalks, in addition to the requirement to remove snow from STR parking spaces, walkways, and the entrance to the short-term rental.

j. Building Code Requirements

i. An STR shall only be used for one party that occupies the entire dwelling unit. Individual rooms within a single-family dwelling short-term rental shall not be rented out unless (a) the dwelling unit is separate, attached, or detached and it complies with the City of Ouray Municipal Code requirements; or (b) the short-term rental has a separate entrance from the primary dwelling, the bedroom areas have been constructed in accordance with the City's adopted building codes, 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.

ii. The short-term rental shall meet all applicable local, state, and federal regulations, including the requirement for carbon monoxide detectors under C.R.S. § 38-45-101 et seq.; lighting; one (1) wall mounted, certified, five (5) lb. ABC Fire Extinguisher within the short-term rental kitchen area; smoke detector requirements; and, all other life-safety requirements, such as egress from sleeping areas.

k. Refuse

i. The real property owner is responsible for proper disposal of garbage, refuse and trash collection in accordance with the Ouray Municipal Code.

ii. STRs will be charged the residential rate for trash removal unless there are two or more trash violations within a six (6) month period and then the real property owner may be required to provide for two residential trash services at the same address to manage trash (paying for two cans at the residence), or to provide for a commercial trash pickup of trash if two residential service pickups do not resolve the trash complaints.

iii. All trash shall be properly stored within containers that are not visible from any public street or sidewalk.

l. Other General Requirements

i. Short-term rentals must replace any exterior open light fixtures with dark sky compliant lighting.

ii. Real property owner must abide by all other applicable local, state, and federal laws and regulations.

m. License Posting Requirements

- i. The STR License must be posted in a conspicuous place and contain the following items.
 1. Contact information for the owner or responsible party.
 2. The STR address and license number.
 3. Maximum number of guests.
 4. Location of fire extinguishers.
 5. A copy of the noise ordinance.
 6. Parking and snow storage rules.
 7. Trash disposal information.
 8. How to sign up for emergency notifications.
 9. Information on any City fire bans, or water use restrictions.
 10. Map showing locations where trailer and large vehicle parking is allowed.

n. Revocation or Suspension of License

- i. A license may be revoked after notice to the real property owner and opportunity to be heard for violations which result in more than two suspensions or serious violations which affect the health, safety, and welfare of the public.
- ii. An STR license in the R-1 Zone District is a legal non-conforming use and upon the nonrenewal, suspension, revocation, abandonment of use or any transfer of ownership interest in the real property containing the dwelling unit with the STR license, the STR license is revoked immediately. There are no exceptions, and no affirmative or other defenses of any kind.
- iii. A license may be suspended after notice to the real property owner for:
 1. One or more violations of any condition of the license or of any provision of these regulations during the licensing period.
 2. Written notice of any violation shall be mailed to real property owner at the address provided in the most recent application.
 3. The suspension is effective seven (7) days after the date of the notice.

4. This suspension procedure does not apply when an emergency arises which affects the health, safety, and welfare of the public under the City's police powers.

o. Violations and Penalties

- i. It shall be unlawful to operate a short-term rental without a valid license or to violate any provision in these short-term rental regulations or any other City ordinance, resolution or official policy regarding short-term rentals or any state law or federal law.
- ii. Violations are declared to be a nuisance, which may be abated in any lawful manner, including Section 10-4 of the Ouray Municipal Code (OMC).
- iii. Enforcement and penalties for violations of these Short-term Rental regulations shall be as provided for in OMC, Section 7-3.

p. Appeals

Appeals of administrative decisions under these regulations shall be pursuant to OMC Section 7-5-H, except an appeal will be heard by City Council and not the Planning Commission.

**City of Ouray
Short-Term Rental (STR) License - Inspection Checklist**

DATE: _____

INSPECTOR: _____

ADDRESS: _____

Yes	No	Short-Term Rental Requirement
		Parking per City Code
		Carbon monoxide detector operational
		Smoke detector operational
		Street address posted on property
		Full cut-off lights per Dark Sky Lighting regulations
		Signage meets STR regulations
		5# ABC fire extinguisher mounted in kitchen area
		Trash and recycling (bear proof) and stored in location that is not visible from public way
		Property free from litter or junk
		* Proper fire separation per City Code (when applicable)
		* Ingress and egress from dwelling and bedrooms per Building Codes
		* Handrails on stairs
		* Guardrails off decks or porches 30 inches off-grade
		* Sanitation bathroom and hot water
		Posting of Required Information: 1. Contact information for the owner or responsible party. 2. The STR address and license number. 3. Maximum number of guests. 4. Location of fire extinguishers. 5. A copy of the noise ordinance. 6. Parking and snow storage rules. 7. Trash disposal information. 8. How to sign up for emergency notifications. 9. Information on any City fire bans, or water use restrictions. 10. Map showing locations where trailer and large vehicle parking is allowed.

* **These items are considered “structural.”** If Building Inspector finds these items don’t pass inspection, the STR application will move to the back of the waitlist (*per section D-2 of Exhibit A, Resolution no. 12, Series 2021*).

PASSED INSPECTION (Y/N) _____

City of Ouray STR Inspection Guidelines

Bedroom Window Egress:

The second exit required in a bedroom is usually a window. The dimensions of the openings are to ensure the residents an escape route, but equally important, they are designed to allow a firefighter with a backpack to enter.

This opening must be 24 inches high and 20 inches wide to meet the required 5.7 sq.ft. opening (at minimum, calculated in table bt-6). As you'll see, you cannot have an opening less than 20" wide – if your opening is only 20" wide, the height must be 41" to get the 5.7 sq. ft.. (5.7 x 144 = 820.8 sq. in.) You cannot have an opening 2" wide by 410.4" tall, nor an opening 820.8" wide by 1" tall. See the width and height combinations below that will work. The window sill must not be higher than 44 inches above the finished bedroom floor.

Bedroom windows must have the following:

- Minimum opening of 5.7 square feet (see table bt-6)
- Opening: 20 inch minimum width & 24 inch minimum height (see table bt-6)
- Emergency escape to public way
- No windows < 3 feet to property line
- Security bars must have approved release hardware
- Window sill height 44 inch maximum above finished floor

Width	20	20.5	21	21.5	22	22.5	23	23.5	24	24.5	25	25.5	26	26.5	27	27.5	28	28.5	29	29.5	30	30.5	31	31.5	32	32.5	33	33.5	34
Height	41.0	40.0	39.1	38.2	37.3	36.5	35.7	34.9	34.2	33.5	32.8	32.2	31.6	31.0	30.4	29.8	29.3	28.8	28.3	27.8	27.4	26.9	26.5	26.1	25.7	25.3	24.9	24.5	24.0

Source: 2009 IBC, Section 1029: Means of Egress.

Smoke Alarms & Carbon Monoxide Alarms:

R314.3 Location.

Smoke alarms shall be installed in the following locations:

1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional story of the dwelling, including basements and habitable attics, but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

When more than one smoke alarm is required to be installed within an individual dwelling unit, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit.

R314.4 Power source.

Smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery.

Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Smoke alarms shall be interconnected.

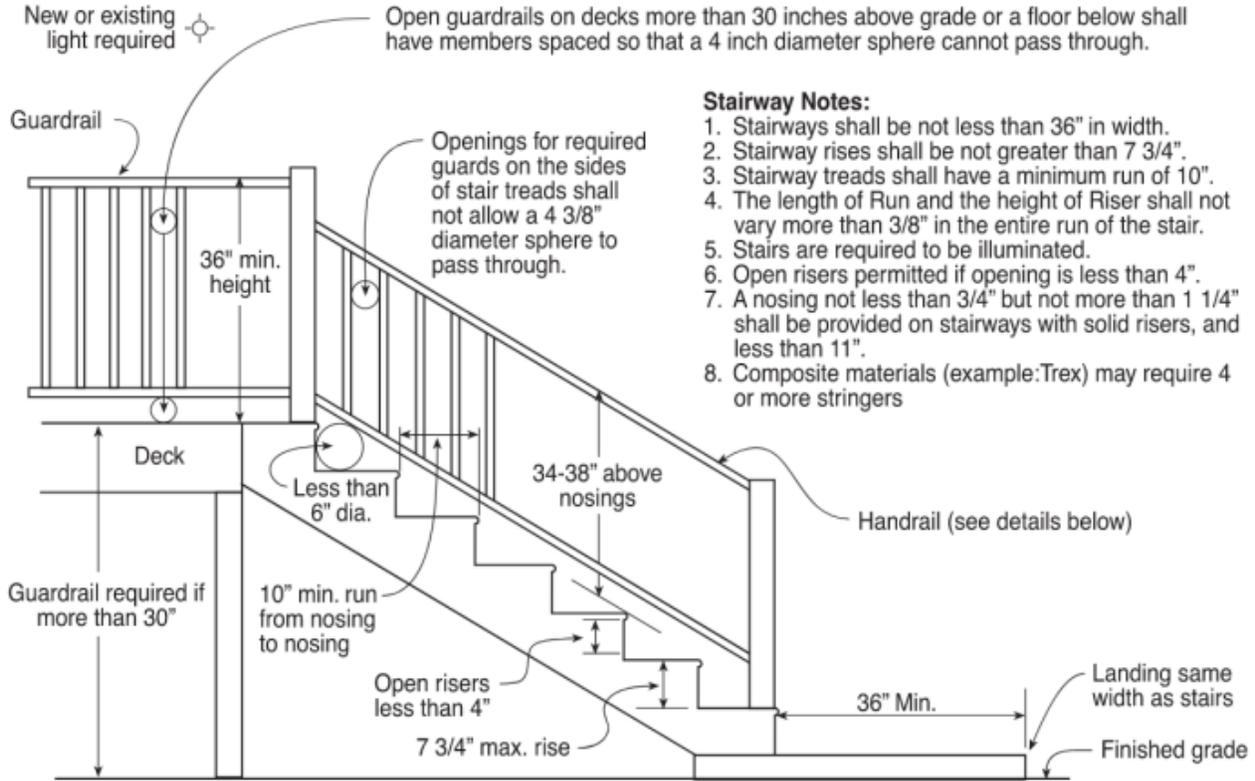
R315.1 Carbon monoxide alarms.

For new construction, an approved carbon monoxide alarm shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages.

Colorado State Law takes it one step further by saying the C.O. Alarms must be within 15 feet of the sleeping rooms. The Ordinance says we must abide by the State Law.

Handrails & Guardrails:

Stairs, Handrails, and Guards (aka Guardrails):



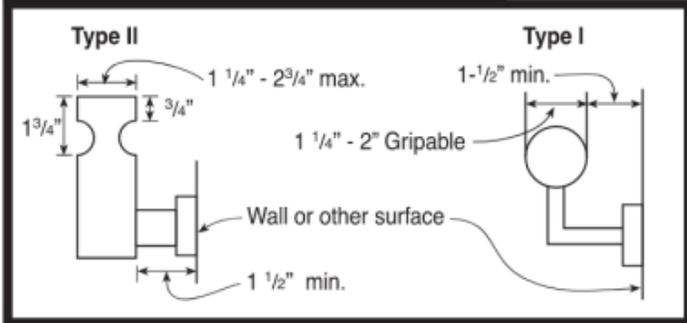
Stairway Notes:

1. Stairways shall be not less than 36" in width.
2. Stairway rises shall be not greater than 7 3/4".
3. Stairway treads shall have a minimum run of 10".
4. The length of Run and the height of Riser shall not vary more than 3/8" in the entire run of the stair.
5. Stairs are required to be illuminated.
6. Open risers permitted if opening is less than 4".
7. A nosing not less than 3/4" but not more than 1 1/4" shall be provided on stairways with solid risers, and less than 11".
8. Composite materials (example:Trex) may require 4 or more stringers

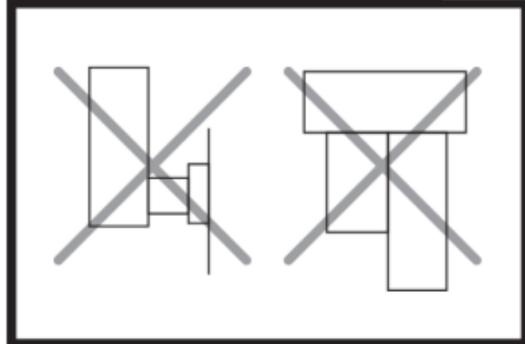
Handrail Notes:

1. Handrails shall be continuous on at least one side of stairs with 4 or more risers.
2. Top of the handrails shall be placed not less than 34 inches nor more than 38 inches above stair nosings.
3. The handgrip portion of handrails shall be not less than 1-1/4 inches nor more than 2 1/4 inches in cross section for non circular handrails.
4. Handrails shall be placed not less than 1-1/2 inches from any wall or other surface.
5. Handrails to be returned to wall, post or safety terminal (per 311.7.8.4 IRC)

Acceptable Handrail Details



Unacceptable Handrails



Fire Extinguisher:

A 5 lb. ABC, non-expired Fire Extinguisher must be mounted in a visible location somewhere in the kitchen.



General:

Please understand that the City of Ouray cannot list all Life-Safety requirements from our adopted building codes. The City Building Inspector will look at woodstove clearances and hearth extensions if a woodstove is present and make certain a dwelling unit's gas-fired appliances have adequate clearance, adequate combustion air, etc.

Please feel free to contact the Community Development Department if you have questions.

CITY OF OURAY

COMMUNITY DEVELOPMENT DEPARTMENT

SHORT-TERM RENTAL LICENSE APPLICATION PACKET

Date Received: _____
Time Received: _____
City Staff Name: _____

Updated 10/14/2021



SHORT-TERM RENTAL LICENSE APPLICATION FORM

Community Development Department
 PO Box 468 | 320 6th Ave.
 Ouray, CO 81427
 P: (970)325-7063
 E: buildinginspector@cityofouray.com

STR LICENSE NUMBER: _____
 (Completed by City of Ouray Staff)

One Short-Term Rental (STR) License Application form is required for each dwelling unit even if multiple units are located on the same property.

Short-Term Rental Fees of \$600 for new applications and \$350 for renewal applications should not be submitted with this License Application and will be collected at the time of license issuance.

Each STR unit must have its own license displayed on-site and submit all required fees.

PROPERTY OWNER INFORMATION

Name			
Mailing Address			
City	State	Zip	
Telephone Number		Cell Phone	
E-Mail Address			

PROPERTY MANAGEMENT / AGENT INFORMATION

Name			
Mailing Address			
City	State	Zip	
Telephone Number		Cell Phone	
Email Address			

BUSINESS INFORMATION

Business Name			
Physical Address			
Mailing Address			
City	State	Zip	

<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
Sole Proprietor and Partnerships list names and address for all owners/partners:			
Corporations and LLC provide names and addresses for all officers:			
President: _____			
Vice President: _____			
Secretary: _____			
Treasurer: _____			
Zone District:	State Sales Tax #:	Acknowledge Lodging & Occupancy Tax Schedule (initials)	
Number of Units:	Number of Bedrooms:	Number of onsite parking spaces:	
Is the short-term rental registered with Airbnb, VRBO, Craigslist, Home Away or any third party short-term rental service? (select one) If yes, please list. If no, please state how the short-term rental unit is advertised or marketed.		<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____	

SHORT-TERM RENTAL INFORMATION

Property Address			
Property Legal Description			
Property Phone #		Number of Bedrooms	
Internet Listing Site		Listing #	
HOA Contact (If applicable)		Phone #	

COMPLIANCE WITH BUILDING AND FIRE CODES:

All Residential Short-Term Rentals are subject to the applicable building and fire codes and prior to occupancy must be reviewed and approved for compliance with codes by the City's Building Official. An on-site inspection will be required to review life/safety Building Code requirements such as location of fire extinguisher(s); smoke and carbon monoxide detectors; and ingress/egress.

1. Will your STR require remodeling or renovations? (Check one)

YES NO

2. Is the STR dwelling unit connected to the City of Ouray water and sewer system (Check one)

YES NO

Please provide your City of Ouray Account # _____

3. Do you rent out your short-term dwelling unit(s) on a year-round basis? (Check one)

YES NO

If no, what do you use the dwelling unit for during the rest of the year when it is not in the short-term rental pool? _____

SHORT-TERM RENTAL LICENSE APPLICATION SUBMITTAL CHECKLIST

The following submittals are required in order to be considered for a Short-Term Rental License. Please complete and submit this completed application along with the required documentation as outlined in Section 7-5-J-11 Short-Term Rentals of the City of Ouray Municipal Code.

Complete application packet shall be submitted to the Community Development Department. Incomplete or inadequate submittals will result in delay or rejection of the request for a Short-Term Rental License. Please contact Community Development Department with questions regarding the submittals required herein.

*NOTE: ALL DRAWINGS MUST BE DRAWN TO SCALE

Completed Short-Term Rental License Application Form.

Agency letter, if the Applicant is not the property owner.

State Sales Tax ID Number on Official State Form

Site Plan - Site plan shall depict all existing structures, location of proposed parking area for customers, the building setbacks, bear proof trash bins, Ingress and egress to the site shall be shown. The site plan shall be legible and must meet all applicable standards outlined in Section 7-5-J-11, Short Term Rentals of the City of Ouray Municipal Code.

Pictures of exterior lighting that must be dark sky, full cutoff lighting.

Picture of current address posted on the property.

Certificate of Occupancy for new construction and/or Letter of Completion for renovations or remodels and/or change of occupancy (If applicable).

Draft of posted notice for inside the unit that includes the information as required by the Short-Term Rental Regulations.

- Proof of Fire, Hazard and Liability Insurance.
- Scan, compile and submit complete short-term rental license application form with all submittal materials as one PDF file that is emailed to buildinginspector@cityofouray.com or drop off the completed application submittal to City Hall to the attention of the City Building Official (All fees shall be paid at the time of license issuance and not prior)

Please refer to the “Example Short-Term Rental License Application” to view what is considered a complete submittal and tips for looking up zoning, address, legal description and preparing a site plan.

See Resolution 12, Series 2021 for information on STR Cap and application processing policies.

AGREEMENT & SIGNATURE

I, the undersigned, agree to operate the Short-Term Rental unit(s) in full compliance with the City of Ouray zoning regulations, Tax submittal requirements, and all codes and policies related to Short-Term Rentals. I further certify the information given is correct to the best of my knowledge. I also acknowledge that additional taxes and fees may be imposed on existing, new and future Short-Term Rentals.

I also understand that failure to include applicable application material(s) may result in the rejection of my application or delays in the approval process. I also certify that the signature(s) affixed to this application are those for the property owner and/or legal authorized agent. If I am the agent, I am including an owner’s affidavit.

I also understand that the Owner and Agent will sign the Short-Term Rental license application that will include required conditions pursuant to Ouray Land Use Code.

Property Owner Name (Printed)	
Signature	
Date	
Agent Name (Printed)	
Signature	
Date	

FOR STAFF USE ONLY

STR Address: _____

Zone District: _____

Has City Code been met? (Circle one)

YES

NO

Parking/Site Plan Approval (Circle one)

YES

NO

If no, reason for denial: _____

Building Official Inspection (Circle one)
(Attach Building Inspection Checklist)

PASS

FAIL

Inspected by: _____

Date: _____

Short-Term Rental License (Circle one)

APPROVED

DENIED

If denied, reason for denial: _____

Reviewed by: _____

Date: _____

City of Ouray Short-Term Rental (STR) License Renewal Application



Date Received: _____
Time Received: _____
City Staff Name: _____

The renewal license fee for existing STR licenses is \$350. All fees shall be paid at the time of license issuance and not prior. A copy of the property fire, hazard and liability insurance must also be provided on an annual basis.

STR licenses are valid for one (1) year. Renewal applications are due on or before February 28th of each year. All licensed STRs will be required to submit a Renewal Application and applicable fees on or before February 28, 2022, to remain an active licensed STR.

To renew your license, please submit a completed copy of this form along with proof of fire, hazard and liability insurance, to City Hall either in person at 320 6th Ave. or via mail at P.O. Box 468, Ouray, CO 81427.

CURRENT LICENSE INFORMATION

STR Address	
License Number	
License Expiration Date	

PROPERTY OWNER INFORMATION

Is this a change from your original license? No Yes

Name			
Mailing Address			
City	State	ZIP	
Telephone Number	Cell Phone		
E-Mail Address			

PROPERTY MANAGEMENT/AGENT INFORMATION

Is this a change from your original license? No Yes

Name			
Mailing Address			
City	State	ZIP	
Telephone Number	CellPhone		
Email Address			

AGREEMENT & SIGNATURE

I, the undersigned, agree to operate the Short-Term Rental unit(s) in full compliance with the City of Ouray zoning regulations, Tax submittal requirements, and all codes and policies related to Short-Term Rentals. I further certify the information given is correct to the best of my knowledge. I also acknowledge that additional taxes and fees may be imposed on existing, new and future Short-Term Rentals.

I also understand that failure to include applicable application material(s) may result in the rejection of my application or delays in the approval process. I also certify that the signature(s) affixed to this application are those for the property owner and/or legal authorized agent. If I am the agent, I am including an owner's affidavit.

I also understand that the Owner and Agent will sign the Short-Term Rental license application that will include required conditions pursuant to Ouray Land Use Code.

Short-Term Rental Renewal Applicant:

Signature: _____
Printed Name: _____
Date: _____

Please contact the Community Development Department with questions or concerns.

Lily Oswald, Community Development Coordinator
P: 970-325-7087
E: oswaldl@cityofouray.com

Dan Reardon, Building Inspector
P: 970-325-7063
E: building_inspector@cityofouray.com

RESOLUTION NO. 15 (Series 2021)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF OURAY, URGING OURAY CITIZENS TO VOTE "YES" ON REFERRED BALLOT MEASURE 2A ON THE NOVEMBER 2, 2021 COORDINATED ELECTION BALLOT REGARDING IMPOSING AN ADDITIONAL EXCISE TAX OF 15% ON THE AMOUNT CHARGED FOR SHORT-TERM RENTALS.

WHEREAS the Ouray City Council submitted to the qualified electors of Ouray, a ballot question for the November 2, 2021, Coordinated Election Ballot seeking to impose an excise tax on short-term rental (STR) operations in the city.

WHEREAS City Council found that both itself and staff have dedicated considerable resources, including holding many work sessions and public meetings over the past four (4) years to discuss STR regulations and community impacts, along with significant discussion concerning administration and enforcement issues.

WHEREAS City Council found that short-term rentals operating in residential areas have increased in popularity over the past few years and more so with the continued COVID-19 pandemic presence, resulting in increased use of City parks, open space, trails, and streets as well as the police department, municipal court, and public bathrooms.

WHEREAS City Council found that STR operations increase the demand on City infrastructure including, but not limited to, increased water and sewer demand as well as road deterioration in areas outside the commercial corridor.

WHEREAS City Council found that short-term rental operations contribute to a lack of adequate long-term work force housing as STRs replace long term rental opportunities within the city resulting in many local businesses struggling to find adequate help to provide services to the increased tourist base.

WHEREAS City Council found an inherent business advantage when operating STRs versus other more traditional lodging because lodging businesses pay a much higher commercial real property tax rate than the residential rate for an STR business.

WHEREAS City Council found that the imposition of a 15% excise tax on nightly short-term rental income with revenue allocated 50% towards the debt incurred for the City's wastewater treatment plant (WWTP) and the water treatment plant (WTP) and 50% to fund housing programs and sunsetting when the City's infrastructure debt is paid in full is in the best interest of the Citizens.

WHEREAS City Council found that the allocation of 50% of the excise tax to required new WWTP and WTP, will reduce the amount of a rate hike citizens will bear once the loan payments come due, given these important and necessary utilities operate within enterprise funds which are exempt from the TABOR requirement that citizens approve any debt.

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

Section 1

For the reasons stated above, the Ouray City Council strongly supports Referred Ballot Measure 2A on the November 2, 2021, Coordinated Election regarding whether an excise tax of 15% be levied on short-term rental nightly revenue and be allocated 50% to the WWTP and WTP and 50% to housing initiatives, with the tax sunseting when the infrastructure loans are paid in full.

Section 2

The City Council urges Ouray citizens fully to inform themselves about said ballot question before voting.

Section 3

The City Council urges Ouray citizens to vote "YES" on the ballot question.

ADOPTED this ___ day of October by the Ouray City Council.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa Drake, City Clerk

**CITY OF OURAY
ORDINANCE NO. 08 (SERIES 2021)**

**AN ORDINANCE OF THE CITY OF OURAY, COLORADO,
ADDING A NEW SECTION 2-17 OF CHAPTER 2 OF THE
OURAY MUNICIPAL CODE ESTABLISHING THE
TOURISM ADVISORY COMMITTEE (TAC) AS A
STANDING RECOMMENDING BODY.**

WHEREAS City Council finds it necessary to make the Tourism Advisory Committee a standing committee of the city which would make it a permanent committee who makes recommendations as to how the portion of the Lodging Occupation Tax (LOT) dedicated to the Tourism Fund should be expended.

WHEREAS the committee shall be comprised of members representing certain tourism industries.

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

SECTION 1:

Chapter 2 of the Ouray Municipal Code is amended by adding a new Section 2-17 Tourism Advisory Committee, as follows:

2-17 Tourism Advisory Committee

- A. At its first meeting in January, City Council shall appoint a minimum of three (3) and a maximum of seven (7) members to the Tourism Advisory Committee (TAC) for three (3) year staggered terms. The committee shall not have an even number of members appointed.
- B. The TAC is an advisory committee that functions as a recommending body to City Council and the City Administrator. Such committee shall have no authority to enter contracts, authorize expenditures on behalf of the city, or otherwise take any action as a city committee or member beyond the scope of the granted authority.
- C. Members must be residents or business owners located in the area served by the city. To achieve diversity, each member shall represent a certain segment of the City of Ouray tourism economy, being:
1. Lodging
 2. Outdoor Recreation
 3. Arts/Culture/History

4. Retail
5. Restaurants/Bars
6. Event Planning/Coordination
7. Community at large.

D. The scope of recommendations to City Council and the City Administrator shall be limited to make suggestions on how the portion of the Lodging Occupation Tax dedicated to the Tourism Fund should be expended.

E. Members may be removed by City Council for malfeasance, any act in violation of C.R.S. § 24-18-101 et seq., or for substantial failure to attend scheduled meetings.

SECTION 2: EFFECTIVE DATE.

The provisions of this Ordinance shall become effective 30 days following publication in accordance with City Charter, 3.5-G.

SECTION 3: 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 ____ vote of the Ouray City Council this 18th day of October 2021.

CITY OF OURAY, COLORADO

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 May 2021.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 3 (Series No. 2021), 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