

**AGENDA**  
**OURAY CITY COUNCIL REGULAR MEETING**

**November 1, 2021 6pm**

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

**ZOOM MEETING (FOR LISTENING PURPOSES ONLY)**

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

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

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING – none
5. CEREMONIAL/INFORMATIONAL – none
6. Approval of Minutes – September 7 and 27, 2021 and October 4 and 18, 2021      Page 2
7. CITIZENS’ COMMUNICATION
8. CITY COUNCIL REPORTS/INFORMATION - Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
9. DEPARTMENT REPORTS
  - a. City Administrator
  - b. Police Chief      Page 30
  - c. Fire Chief      Page 31
  - d. Public Works Director      Page 32
  - e. City Resources Director      Page 35
  - f. Finance and Administrator Director – September 2021 Financial Report      Page 36
10. CONSENT AGENDA – none
11. ACTION ITEMS
  - a. Ordinance 8, Series 2021 Formalizing the Tourism Advisory Committee – First Reading      Page 103
  - b. Ordinance 9, Series 2021 Regarding Business Registration – First Reading      Page 109
  - c. Ordinance 10, Series 2021 Setting Utility Rates for 2022 – First Reading      Page 112
  - d. Consideration of Removing “Affordable Housing” Requirements for Lots 34, 35, 36, 46, 47, and 48 in the Silver Shield PUD Based on Agreement      Page 115
  - e. Consideration of Moving the Regular Council Meeting on November 15, 2021 to November 17, 2021 at 1pm
  - f. Nomination and Recommendation of 3 Planning Commissioners and 1 Associate Member to the BOCC for Appointment to the Ouray Area Joint Planning Board      Page 210
  - g. Consideration of Colorado Opioids Settlement MOU; Subdivision Settlement Participation with Johnson & Johnson; Subdivision Settlement with AmerisourceBergen, Cardinal Health, and McKesson; and Subdivision Escrow Agreement      Page 236
  - h. Consideration of Extension to the Aug. 20, 2021 Letter of Intent between the City and Ouray Silver Mines, Inc. to complete the Lease of Water Available under the Revenue Virginius Mine Water Works Water Right for the Ouray Ice Park      Page 326
12. DISCUSSION ITEMS
  - a. Discussion of Possible Extension to Ordinance 4, Series 2021 Regarding Workforce Housing in RVs      Page 332
  - b. 2022 Draft Budget      Page 338
  - c. Future Agenda Items – Off-leash Hours for Dogs at Fellin Park
13. ADJOURNMENT

**OURAY CITY COUNCIL  
SUMMARIZED MINUTES  
TUESDAY, SEPTEMBER 7, 2021, 6 PM  
320 6<sup>th</sup> Ave – Massard Room**

Zoom Meeting for Non-participants:

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**1. CALL TO ORDER**

Mayor Nelson called the meeting to order at 6:00 pm.

**2. ROLL CALL**

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

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

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

**4. PUBLIC HEARING – Fermented Malt Beverage License Application – JTP- Ouray Riverside Inn & Cabins LLC dba Ouray Riverside Resort – Inn & Cabins**

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

**5. CEREMONIAL/INFORMATIONAL - none**

**6. APPROVAL OF MINUTES – August 2, 16 and 23**

Councilor Boyd requested that the motions get split up since he did not attend all the meetings.

Mayor Pro Tem Wood made a motion to approve the minutes for August 2<sup>nd</sup>. Councilor Funk seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Boyd			X	
Councilor Funk	X			
Councilor Lindsey	X			

Mayor Nelson	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote, with Councilor Boyd abstaining, having not attended the meeting.

Councilor Boyd made a motion to approve the minutes for August 16<sup>th</sup>. Councilor Funk seconded the motion.

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

The motion passed on unanimous roll call vote.

Councilor Lindsey made a motion to approve the minutes for August 23<sup>rd</sup>. Councilor Funk seconded the motion.

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

The motion passed on unanimous roll call vote, with Councilor Boyd and Mayor Pro Tem Wood abstaining, having not attended the meeting.

## 7. CITIZENS' COMMUNICATION

Mayor Nelson opened the floor for public comment.

Jim Austin stated that he purchased a building recently that has been short-term rented by the previous owner and he plans to continue short term renting it, but has been told by the building inspector that things would have to be updated in order to short term rent, even though a license was held by the prior owner, and requested that Council issue the license based on the precedent set with the previous owner and other properties in the City.

Mayor Nelson closed the floor.

## 8. CITY COUNCIL REPORTS/INFORMATION

a. **Glenn Boyd** – Nothing to report

b. **Ethan Funk** – Nothing to report

c. **Peggy Lindsey** – Working on River Walk trail maintenance every Tuesday at 7 am. Attended CAST Meeting in Telluride with Mr. Clarke, City should work on providing rental housing for City staff and teachers. Beautification committee meeting next week.

- d. **John Wood** – Love your Gorge event coming up on September 18<sup>th</sup>, registration requested for attendance.
- e. **Greg Nelson** – MAC meeting. Ironhorse Bicycle Classic will introduce new leg of race from Ouray to Silverton.

## 9. DEPARTMENT REPORTS

### a. City Administrator – Silas Clarke

Special use permit for water and wastewater treatment plans needed since land is not within municipal limits; starting approval process through joint planning commission to be completed in January. PARC is putting a proposal together for ice skating rink improvements. Bathrooms at Cascade and Rotary parks: holdup was with engineering firm, stamped plans have been received today by the State for approval. Budget calendar has been set, moving into budget process soon. Ouray Silver Mines water rights for OIPI submitted. Looking to keep Visitor Center open until the end of October. Imogene Pass Run on Saturday. Ouray Trail Group and Forest Service met about OTG's master plan. Visitor Center volunteer luncheon to be scheduled soon.

Councilor Boyd reminded Mr. Clarke to send WENS notifications when roads are closed for the Imogene Pass Run

### b. Police Chief – Jeff Wood

Chief Wood presented service calls for August. There were fewer calls than last August. Annual 9/11 memorial at 8:30 am on Saturday.

### c. Fire Chief – Adam Kunz

Fire Department received a large FEMA grant for new SCBA units.

### d. Public Works Director – Joe Coleman

On September 23<sup>rd</sup>, City will hold 60% design review with JVA and Moltz Construction. SRF loan application meeting in the beginning of October. ChargePoint has installed their equipment for electric charging station, waiting on transformer from San Miguel Power. Councilor Lindsey asked Mr. Coleman to trim the City trees on 5<sup>th</sup> Ave.

### e. City Resources Director – Rick Noll

Labor Day weekend numbers: pool attendance down 25% from 2019. Pool normally operates from 10-10, but ran from 2-9 due to staff shortage. Box Canon visitation was 2.5x times greater than 2019 visitation.

Councilor Boyd asked Mr. Noll to do a pool member outreach about members not having to wait in line to check in. Councilor Funk received a complaint about the cleanliness of the gym, and wanted to bring it to Mr. Noll's attention.

## 10. CONSENT AGENDA – none

## 11. ACTION ITEMS

- a. **Discussion and Possible Approval of Fermented Malt Beverage License Application – JTP- Ouray Riverside Inn & Cabins LLC dba Ouray Riverside Resort – Inn & Cabins**



Councilor Boyd made a motion to approve the application. Mayor Pro Tem Wood seconded the motion.

Councilor Funk asked about the liquor license for the Ouray Café and Steakhouse, since it was not listed on the application. Mr. Perkins said the Ouray RV Park, including the Café, is under a separate legal entity than the Inn.

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

The motion passed on unanimous roll call vote.

**b. Discussion and Possible Reschedule of September 20, 2021 Regular Meeting**

Councilor Lindsey made a motion to change the regular meeting to September 27<sup>th</sup> at 6:00 pm. Mayor Pro Tem Wood seconded the motion.

Councilor Boyd requested that the agenda be kept small since there would another meeting the next week.

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

The motion passed on unanimous roll call vote.

**c. Discussion and Possible Approval of Waste Management Contract Amendment Changing CPI Calculation Dates**

Ms. Drake stated that with this change the yearly rate would be calculated from August to August instead of October to get the new contract amount in time for budgeting.

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

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

The motion passed on unanimous roll call vote.

**d. Discussion and Possible Approval of Agreement for Purchase of Agenda Management Software (BoardBook Premier)**

Mr. Clarke stated he used this software at a previous municipality, and stated it makes staff's job easier for council meetings, planning commissions and other committee meetings.

Councilor Lindsey made a motion to approve the agreement. Councilor Funk seconded the motion.

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

The motion passed on unanimous roll call vote.

**e. Discussion and Possible Action on Submitted Proposal for the Creation of a Tourism Progressive Web Application**

Received one response to RFP for app creation for \$112,320. Councilor Boyd made a motion to deny the proposal. Councilor Funk seconded the motion.

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

The motion passed on unanimous roll call vote.

Mayor Pro Tem Wood made a motion to move forward with BuildFire app development. Councilor Lindsey seconded the motion. Attorney Viner said that since the item is not on the agenda, it cannot be voted on at this meeting. Mayor Pro Tem Wood retracted his motion, Councilor Lindsey retracted her second, and Mayor Pro Tem Wood directed staff to bring the BuildFire agreement back to Council at the next regular meeting. Councilor Funk stated that when the BuildFire agreement comes back, he will still vote against it because he does not have a positive opinion of the company.

**f. Ordinance 5, Series 2021 – Amending Municipal Code Related to Accessory Dwelling Units – First Reading**

Mr. Clarke provided an overview of the most recent changes. Councilor Funk wanted to clarify that the ordinance would repeal and replace existing ADU language in the code, Ms. Viner affirmed. Mayor Pro Tem Wood apologized to citizens for the staff and legal time involved, since he did not feel the ordinance was a good incentive to build an ADU like it was supposed to be. Councilor Funk agreed with Mayor Pro Tem Wood, stating the proposed new code is more restrictive than they are currently, making building harder, not easier.

Councilor Boyd made a motion to not approve the first reading of the ordinance. Mayor Pro Tem Wood seconded the motion.

Aliyah Field stated that she is a homeowner and has built an ADU in the past few years under the existing regulations, but feels that the minimum hours per week is not necessary and may exclude teachers during the summer or others who would otherwise qualify.

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

The motion passed on unanimous roll call vote.

## 12. DISCUSSION ITEMS – Future Agenda Items

TAC ordinance  
Short-term rental ordinance  
Business registration

## 11. ACTION ITEMS

### g. Review Current Short-term Rental Ordinance No. 4, 2019 with Discussion and Possible Action Regarding Short-term Rentals Operating Without Permit

Two different code sections for violations: renting without a license, and not paying lodging taxes.

Scott and Sarah Donaldson asked when the rental ordinance was passed. They stated they purchased their property prior to the ordinance and were not notified about any updates to short-term rental code updates in order to get compliant. Mayor Pro Tem Wood asked if they had been paying LOT. Ms. Donaldson said they had not been paying; they were also unaware of that tax.

Jim Austin stated that the existing lease on the property he bought is not very much, and planned on having the short-term rental recoup the cost of keeping a local business open and employing local community members.

Councilor Boyd made a motion to move into an emergency executive session at 7:52 pm. Mayor Pro Tem Wood seconded the motion.

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

The motion passed on unanimous roll call vote.

Executive session concluded at 8:14 pm.

Mayor Pro Tem Wood made a motion to direct city staff to proceed with enforcing ordinance 4-2019 and the code without deviation in regard to short-term rental violations. Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Mayor Nelson	X			

Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

## 12. ADJOURNMENT

Councilor Funk made a motion to adjourn at 8:17 pm, Mayor Pro Tem Wood seconded the motion. The motion passed on unanimous vote.

ATTEST:

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

\_\_\_\_\_  
Date

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

## CERTIFICATION

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

Dated this 12<sup>th</sup> day of October, 2021.

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

**OURAY CITY COUNCIL MEETING  
SUMMARIZED MINUTES  
MONDAY, SEPTEMBER 27, 2021, 6 PM  
320 6<sup>th</sup> Ave – Massard Room**

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**1. CALL TO ORDER**

Mayor Nelson called the meeting to order at 6:00 pm.

**2. ROLL CALL**

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

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

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

**4. CEREMONIAL/INFORMATIONAL**

**a. Introduction of Autumn Bailey – Communications and Community Engagement Coordinator**

Administrator Clarke introduced Autumn Bailey to Council.

**b. Proclamation for Steven J. Svaldi – Former OVFD Fire Chief**

Mayor Nelson read the Proclamation. Councilor Boyd spoke about how Mr. Svaldi had impacted the first responders in the community.

**5. CITIZENS' COMMUNICATION**

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

## 6. CITY COUNCIL REPORTS/INFORMATION

- a. **Glenn Boyd** – Communities that Care meeting coming up on October 4. MAC Meeting on October 6. Public Health is doing a flu vaccine clinic on October 28. Also doing a flu clinic during a senior lunch, TBD which week. State water conservation boarding meeting with City, Town and county employees to work on the flood plan. Emergency preparedness assessment coming up for various city departments, assessment will be all day January 13.
- b. **Ethan Funk** – OIPI board meeting last week, plan for All-in festival before Ice Fest, not a competition, meant to be inclusive of all people
- c. **Peggy Lindsey** – Beautification Committee met on Sept 15 at Fellin Park. Newly planted trees look great. Flowers for next summer are spoken for. Flowers out right now will be left out as long as weather permits. Getting bids on a fence around the vault at the pool. Making good progress on the River walk, meeting again tomorrow 7-9 am. Ordering new Christmas decorations. Next meeting on October 6<sup>th</sup> at 8:00 am.
- d. **John Wood** – TAC met last Wednesday, two resignations, but two new applicants up for appointment on today's agenda, and a third intending to apply, which would leave one remaining seat vacant, the community member at-large seat. Great meeting as far as public turnout and participation, including OCRA president. Six Basins is being included in App development for trail information.

Mayor Pro Tem Wood read aloud a letter he submitted to the Ouray County Plaindealer addressing a political cartoon published previously.

- e. **Greg Nelson** – Love your Gorge event was held on Sept 18, Mayor Nelson thanked OIPI and Uncompaghere Watershed Partnership for putting on a successful event. Ouray Recreation and Conservation Alliance (ORCA), made up of City, County, Town and other organizations to assess the impact on recreational backcountry usage and looks for conservation efforts funded by a grant from Colorado Parks & Wildlife. Group formed to come into compliance with State goals on conservation.

## 7. DEPARTMENT REPORTS

### a. City Administrator – Silas Clarke

New restrooms scheduled to be delivered in October, old facility at Rotary Park will be torn down and port-a-potties installed for the interim. Wastewater treatment plant plans met the 60% design mark, now working on equipment suppliers for the construction. Aiming for 90% design mark in December. Visitor Center will be open through the winter this year; looking at hiring a second person to give Ms. Damke some relief. DOLA asked for additional financial information for the land use code update grant, will be sent today. Requesting \$25,000 from grant, and would spend \$29,000 from city funds. Rotary Park has some dead trees, working on quotes for removal and trimming for remaining trees. Looking into using a prisoner labor group out of Rifle to help with dead tree removal. Employee & Volunteer luncheon to be scheduled very soon. Budget meetings have started with department heads.

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

#### i. August Financial Report

All funds are up for the year.

**ii. Sales Tax – Received in September from July Activity**

Comparing to 2020 again. July activity was 14% higher than 2020 and 29% higher than 2019.

**iii. LOT – Received in August from July Activity**

Lodging tax is up.

**iv. Hot Springs Pool August Visitation and Revenue**

Down 5% from July 2019. Comparing to 2019 because occupancy was limited in 2020. Revenue is up 2%, however, from 2019.

**v. Box Canon Falls August Visitation and Revenue**

Visitation was down 7.4%, revenue was down 4% compared to 2020.

**vi. IT Update**

Report in packet, to be included quarterly going forward.

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

Building inspector job was posted and closed on the 24<sup>th</sup>. Two buildings issued in August and four so far in September. 3 active grant applications, one for code improvement, one for Main Street façade improvements, and one for digitalization of records. CEDC meeting occurred on Sept 16<sup>th</sup>, upcoming are a work session on Sept 30<sup>th</sup>, and the next regular meeting on Oct 14<sup>th</sup>. Roundtable discussion with OIPI and IPAT and local businesses related to the Ice Park and Ice Festival on Oct 27<sup>th</sup>. Planning Commission met on Sept 14<sup>th</sup> and approved a variance extension request for 6 months. Their next scheduled meeting is Oct 12<sup>th</sup>.

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

Report included in packet. Visitor Center has been very active, getting out of the office and going to Jeep Jamboree and other events, and providing visitors with up to date information on the road closings by SMPA. Council thanked SMPA for their quick work and communications through the process.

**8. CONSENT AGENDA**

**a. Liquor License Renewal – Ouray Liquors LLC**

**b. Liquor License Renewal – Beaumont Food Service**

**c. B & B Liquor Permit – Black Bear Manor**

**d. Acceptance of Resignations from the Tourism Advisory Committee (TAC) – Alex Durham & Mary Carkin**

**e. Alpine Field Ranger Program Report**

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

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

The motion passed on unanimous roll call vote.

## 9. ACTION ITEMS

### a. Consideration of BuildFire Agreement for Visit Ouray Application Creation

Councilor Lindsey made a motion to approve Mr. Clarke to sign the electronic agreement. Mayor Pro Tem Wood seconded the motion.

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

The motion passed on 4-1 roll call vote with Councilor Funk voting against.

### b. Consideration of Appointment of Alyssa Preston to the TAC Event Planning/Coordination Seat

Councilor Boyd made a motion to appoint Alyssa Preston to TAC. Councilor Funk seconded the motion.

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

The motion passed on unanimous roll call vote.

### c. Consideration of Appointment of Jeremy Tilton to the TAC Restaurants/Bars Seat

Mayor Pro Tem Wood made a motion to appoint Jeremy Tilton to TAC. Councilor Lindsey seconded the motion.

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

The motion passed on unanimous roll call vote.



**d. Consideration of Ordinance 7, 2021 – Regarding Short-term Rental Regulations – First Reading**

Administrator Clarke reviewed the ordinance with Council. As it was currently written, STR license holders must use the license 100 days of the license period (a year), but community feedback has said that is too many. Mayor Pro Tem Wood suggested changing the wording to say the properties must be *available* to short-term rent for a certain number of days per year, but not require them to actually be rented. Licenses would be non-transferrable with the exception of an inheritance transfer.

Diane Atha read a prepared statement about how the proposed policies and cap affect the property that she and her husband are currently developing for a short-term rental, having purchased and started the process before the license cap was ever discussed, so they are not “inspection-ready”, but if they don’t get their application processed soon, the cap could be reached and they would be “financially damaged” if they were unable to get the short-term rental license.

Ian Atha reiterated that his family and a few others are caught in-between the old ordinance and the new, and would like some grace since they acted in good faith on the code at the time they started construction.

Ms. Oswald confirmed there are 4 properties total in this situation, two new construction, and two remodels.

Monica Moran Bangert asked how many short-term rentals had been added since July 2019. Since it was stated in the first whereas of the ordinance that short-term rentals were increasing, Ms. Bangert wanted to know what the numbers were. Ms. Bangert also asked the Council to clarify the statement of “2 per bedroom plus 2” in terms of maximum occupancy. Ms. Bangert asked about the deadline for exterior lighting changes that needed to take place within an HOA setting, would that be moved with the license period to expire on February 28, 2022, or would the old date of October 31, 2021 still be in effect. Mr. Clarke said it would not, because the ordinance would not take effect before the original deadline. Finally, Ms. Bangert asked the City to include the inspection checklist with the application so they can be aware of what will be checked.

Rick Weaver spoke about his experience researching purchasing an investment property in Ouray, noting that it was wise to decide in advance of starting any projects what the intended use would be, since that would change how the renovations needed to be completed. Mr. Weaver encouraged the Council to drop the stipulation that the rental must be used 100 days of the year to keep the license. Mr. Weaver also asked Council to consider the people like himself and the Athas that got caught in the middle of a transition and allow them to receive licenses.

Ms. Oswald said there are currently 86 active licenses, and another 25 that are either in the process of renewing, or fall under the condotel category that were previously told not to get a license. After those 111, applications will be processed in the order they were received until all licenses are issued, and then a waiting list would form. She has currently received applications for a total of 125 properties with the active and in process included, effectively already forming the wait list. Mayor Pro Tem Wood asked what would happen if someone in the queue failed their inspection; would they remain at their place in the queue while they resolve the issues, or would they move to the bottom of the pile. Mayor Pro Tem Wood also noted that people who use their property commercially (such as an STR) are technically not allowed to then use it for personal use more than two weeks of the year.

City Attorney Ms. Viner stated that a license is a privilege and not a right.

Ms. Bangert asked if the excess applications above the number of available licenses were date stamped when they were received. Ms. Oswald confirmed they were.

Andreas asked if deference could be given to people who short-term rent their primary residence in order to afford to live here opposed to individuals who own property but do not reside in Ouray full time.

Dolgio Nergui spoke in opposition about the 100 day requirement, stating she understood the intent, but felt 100 days could be hard to meet under less than perfect circumstances when you account for cleaning, maintenance and large improvements. Ms. Nergui also noted that a neighboring short-term rental to her house where the property owners do not live in town, there have been guests feeding the wildlife from directly out of the house, and communication to guests should be addressed in STR policies.

Council addressed Ms. Nergui's concerns about the 100 day minimum, and decided that since there would be no transfers outside of inheritances, there wouldn't be an intrinsic value to paying for the license and not using it, so they would remove the 100 day stipulation from the ordinance.

Administrator Clarke reviewed the changes to be brought back for a first reading at the next council meeting.

Council discussed suspension and revocation parameters for various types of violations, since that was also part of the ordinance, and discussed moving toward a monetary penalty instead of suspension/revocation of an existing license in the policies. Council felt staff discretion was needed in many violation scenarios, meaning it should be included in the updated policy resolution instead of the ordinance.

**e. Consideration of Resolution 12, 2021 – Updated Policies and Application for Short-term Rental Permits**

Brock Adams asked how citation notifications would be managed from the property manager/cleaner's point of view so that they can be addressed in a timely manner, when the communication is primarily with the owner of the property. Council decided that putting together a local contact email list in addition to a property owner list would be beneficial for talking to the people who can cure the violations quickly.

Dolgio Nergui asked about the noise ordinance and the quiet hours in the policy, since they don't agree. Mr. Clarke said it could be modified to say the noise ordinance must be followed, without creating a new set of hours.

Tom Tyler asked if a short-term rental property is converted into a long-term rental property to help the housing crisis, but then wants to switch back, would they get any preference in regaining the license. Mayor Pro Tem Wood said the short-term license could be maintained while long term renting it for part of the year, thus eliminating the need to get in line to regain the license. Council discussed long-term renting of a place with an active STR license, and decided that to ensure STR licenses are being used, that 30 days should be the minimum amount of days the property is available to rent as a short-term rental.

Council discussed what happens if someone who is deemed "inspection ready" fails their inspection. Council decided to separate renewal inspections from new application inspections, allowing grace for people who have already been renting but did not have code violations caught in previous inspections, but moving new applicants who have failed inspection to the back of the line, allowing the next person who passes inspection to get a license ahead of the person who initially failed the inspection.

Councilor Boyd felt that the 4 properties who were caught mid-ordinance change should be given consideration for an exception, issuing 4 licenses above the 120 cap as a special one-time exception.

Councilor Boyd made a motion to table Ordinance 7 and Resolution 12 until the next meeting so updates could be made. Mayor Pro Tem Wood seconded the motion.

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

The motion passed on unanimous roll call vote.

**f. Consideration of Bid Award for Box Canon Hot Water Line Stabilization Project**

One bid came in for \$499,958.02, Mr. Clarke re-negotiated the price to \$412,114.23 to install concrete retaining walls and fix the leaking hot water line. They could have it completed by the end of 2021.

Councilor Lindsey made a motion to approve the bid. Councilor Funk seconded the motion.

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

The motion passed on 3-2 vote, with Mayor Pro Tem Wood and Councilor Boyd dissenting.

**g. Consideration of Additional Funding for Ice Rink Per PARC Recommendation**

Brock Adams of PARC explained that the request was being made to conserve water over the course of a season. Mayor Pro Tem Wood asked if Rotary Park was the best place in town for a more permanent ice rink. As a committee, PARC views it as the best place, but personally Mr. Adams disagrees and believes the dog park should be moved to put an ice rink in the middle of town. Mr. Adams, Council and Staff discussed how to properly store and maintain the equipment as well as the ground where the ice rink is located, and removing the maintenance burden from the Public Works Department.

Councilor Funk made a motion to approve the funding request with reasonable additional discretionary spending from the city Administrator if a contractor can perform the work in a timely manner. Councilor Boyd seconded the motion. Council discussed further and decided to give staff direction outside of a motion, and Councilor Funk retracted his motion and Councilor Boyd retracted his second.

**10. DISCUSSION ITEMS**

**a. Business Registration/Licensing**

Council will hold a work session before the next council meeting to discuss after CEDC weighs in.

**b. Formalizing TAC**

**11. ADJOURNMENT**

Councilor Boyd made a motion to adjourn at 9:53 pm, Mayor Pro Tem Wood seconded the motion. The motion passed on unanimous vote.

ATTEST:

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

\_\_\_\_\_  
Date

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

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on September 27, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 28<sup>th</sup> day of October, 2021.

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

**OURAY CITY COUNCIL  
SUMMARIZED MINUTES  
MONDAY, OCTOBER 4, 2021, 6 PM  
320 6<sup>th</sup> Ave – Massard Room**

Zoom Meeting for Non-participants:

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

Meeting ID: 934 938 9230

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

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

**1. CALL TO ORDER**

Mayor Nelson called the meeting to order at 6:00 pm.

**2. ROLL CALL**

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

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

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

**4. PUBLIC HEARING – none**

**5. CEREMONIAL/INFORMATIONAL – 2020 Financial Audit Presentation – Blair and Associates**

Pete Blair gave an overview of the audit results, which were very good overall, with a noted reduction in revenue at the pool attributed to COVID-19.

**6. CITIZENS' COMMUNICATION**

Mayor Nelson opened the floor for public comment.

Karen Risch thanked council for enforcing the leash laws in Fellin Park, but requested altering the leash-free hours for the winter season, and that regulations should be posted at the park.

Mayor Nelson closed the floor.

**7. CITY COUNCIL REPORTS/INFORMATION**

- a. **Glenn Boyd** – 16 active COVID cases. Public Health doing many tests right now. Mayor Pro Tem Wood asked about booster shots. Councilor Boyd said the recommendation is for healthcare workers and the

most vulnerable are recommended to get a booster shot for Pfizer, but a large portion of the county received the Moderna vaccine.

- b. **Ethan Funk** – Councilor Funk cannot attend the Sneffels Energy board meeting, Councilor Lindsey volunteered to attend to represent Ouray. PARC meeting coming up on Tuesday.
- c. **Peggy Lindsey** – River Walk clean up tomorrow morning at 7-9 am. Beautification Committee meeting this Wednesday at 8:00 am in the community center.
- d. **John Wood** – CEDC pitched the business license concept to the council.
- e. **Greg Nelson** – City stood out for economic viability at Region 10 meeting. SMPA planned power outage between 12-4 am tomorrow.

## 8. DEPARTMENT REPORTS

### a. City Administrator – Silas Clarke

DOLA grant for land use and sign code updates, thanked Ms. Oswald for applying for the grant. Budget meeting tomorrow with all departments. Short-term Rental Data Mining Committee has been formed, initiated by the County but including members from the City, and Town of Ridgway. Two companies were interviewed for Data Mining work. One organization has data back to May 2020 to help catch violators. Volunteer luncheon tentatively scheduled on October 13<sup>th</sup>. Mr. Clarke wanted to address the American Rescue Plan Act water and wastewater funds; the City has already received the first installment, around \$125,000, and will receive the second half next year.

### b. Police Chief – Jeff Wood

Chief Wood presented service calls, noting they are up from both August 2021 and September 2020. Cleaning out lost and found locker, as well as outdated equipment. Audit of evidence locker and what can be removed from storage and what needs to be held on to for cases.

### c. Fire Chief – Adam Kunz

Report in packet.

### d. Public Works Director – Joe Coleman

Well testing on OX6 and OX2 complete, no temperature difference between the two. Working on heat exchange because of that. Staff toured water treatment plant in Paonia, which was also created by the same engineers as ours.

Tom Augustitus has become aware of recent accelerated copper pipe corrosion and took the problem to Mr. Coleman. Mr. Augustitus believes the quicker the City can build the water treatment plant, the better, since there seems to be a water quality issue recently.

### e. City Resources Director – Rick Noll

Mr. Noll was absent, so Mr. Clarke spoke on his behalf. Pools hours are limited due to lifeguard shortages, but front desk positions are filled. Box Canon has exceeded 83,000 visitors this season so far.

## 9. CONSENT AGENDA – none

## 10. ACTION ITEMS

### a. New Waste Water Treatment Plant 3D Model Review and Acceptance of 60% Engineered Plans

Cooper Best from JVA presented the 3D model. Mr. Augustitus asked what the building footprint is. Mr. Best said it is smaller than all the existing lagoons and wetlands. Mr. Augustitus also asked if de-chlorination was necessary. Mr. Best said it was not. Mayor Nelson asked Mr. Best to verify that the building was designed with available increases in capacity, and retrofitting for any future needs. Mr. Best confirmed they were included in the design, along with complete redundancy. Mayor Pro Tem Wood asked about the approximate timing for cleaning the screens. Mr. Best said it varies a lot in each community, but he estimated about a week, possibly more between screen cleanings. Roof has been designed to shed snow without the need for staff to shovel it off the roof. Mr. Augustitus asked if electricity was the primary source of power. Mr. Best confirmed, and said there would be backup generators for any power outages. Mr. Clarke said the city would be implementing a generator maintenance program.

Councilor Funk made a motion to approve the plans and accept the 60% engineered plans. Mayor Pro Tem Wood seconded the motion.

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

The motion passed on unanimous roll call vote.

### b. Acceptance of 2020 Financial Audit

Mayor Pro Tem Wood made a motion to accept the audit. Councilor Lindsey seconded the motion.

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

The motion passed on unanimous roll call vote.

### c. Consideration of Release of Lien for Block 23 Replat Based on Completion of Improvements

Mayor Pro Tem Wood made a motion to release the lien. Councilor Funk seconded the motion.

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

The motion passed on unanimous roll call vote.

**d. Consideration of Appointment of Brad Clark to the TAC Retail Seat**

Councilor Lindsey made a motion to appoint Mr. Clark to TAC. Councilor Funk seconded the motion.

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

The motion passed on unanimous roll call vote.

**e. Consideration of Water Agreement with Ouray Ice Park, Incorporated**

Continuation of current agreement that expires next month. Contract terminates in 2 years or when another water source is used.

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

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

The motion passed on unanimous roll call vote.

**f. Consideration of Ordinance 7, 2021 – Regarding Short-term Rental Regulations – First Reading**

Council reviewed the changes made since the last council meeting, combining and removing paragraphs in the proposed code.

Councilor Funk made a motion to approve the first reading of the ordinance, removing 11-b-iv reference and combining with below paragraph, and removing 11-e-v-10. Councilor Boyd seconded the motion. Mr. Clarke clarified that the motion should also remove any references to removed sections. Councilor Funk amended his motion to include the references, and Councilor Boyd amended his second.

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

The motion passed on unanimous roll call vote.



**g. Consideration of Resolution 13, 2021 – Regarding an Application for Canyon Creek Water Right**

Mayor Pro Tem Wood made a motion to approve the resolution. Councilor Boyd seconded the motion.

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

The motion passed on unanimous roll call vote.

**11. DISCUSSION ITEMS**

**a. Resolution 12, 2021 – Updated Policies and Application for Short-term Rental Permits**

Council discussed allowing 4 specified properties to exceed the license cap or not. Mayor Pro Tem Wood is in favor of removing that item from the resolution, because more short-term rentals would go against what the community needs. Councilor Boyd believes that whatever the property owners' intentions, they were following the steps at the time, and then the steps were changed on them in the middle of their construction/remodel. Councilor Funk believes the properties should be excluded from the cap because the City did not issue a moratorium. Councilor Lindsey and Mayor Nelson believe it sets a dangerous precedent to create an exception for those properties.

Glenn Bates said he represents a property owner and said they are in a similar situation to the other 4 properties being discussed, and wondered if the exemption would extend to them.

Council decided to remove value limits from the insurance and simply state the insurance amount should be within the coverage limits set by the insurance company.

Council discussed pro-rating the application fee for periods of less than a year before the renewal deadline of Feb 28<sup>th</sup>, and ultimately decided not to pro-rate since the costs the fee was based on do not change if the period is shorter than a year.

**b. Future Agenda Items**

TAC  
Dog park leash laws for winter  
Business registration

**12. ADJOURNMENT**

Mayor Pro Tem Wood made a motion to adjourn at 8:36 pm. Councilor Boyd seconded the motion. The motion passed on unanimous vote.

ATTEST:

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

\_\_\_\_\_  
Date

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

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on October 4, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 29<sup>th</sup> day of October, 2021.

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

**OURAY CITY COUNCIL MEETING  
SUMMARIZED MINUTES  
MONDAY, OCTOBER 18, 2021, 1 PM  
320 6<sup>th</sup> Ave – Massard Room**

Zoom Meeting for Non-participants:  
<https://zoom.us/j/9349389230>

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

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

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

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

**4. PUBLIC HEARING**

**a. Resolution 14, 2021 – Lot Split of Lot 14 of the Wanakah Estates Subdivision**

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

**b. Ordinance 7, 2021 – Regarding Short-term Rental Regulations**

Mayor Nelson opened the floor for public comment.

Rick Weaver asked if there would be time for discussion of the policies later in the meeting. Mr. Clarke confirmed, and Mr. Weaver said he would wait until then.

Mayor Nelson closed the floor.

## 5. CEREMONIAL/INFORMATIONAL – Ouray Ice Park, Inc. (OIPI) Pre-Season Report

Peter O’Neil summarized the written report, saying he is excited for the excellent staff they have this season. Last year, when the trestle bridge collapsed, the Park started a GoFundMe campaign to replace it that raised over \$101,000; so far OIPI’s share of the costs have come to \$89,000, but work isn’t completed yet. Alternative route is being planned in case bridge isn’t open in time. Many grants have been requested and received, aiming for one million dollars in capital. Highlighted 3 events happening in the park. Livestreaming this year will cost around \$150,000, more than last year. Mr. O’Neil stated the Park shares a portion of its allocation income with the City, and a check has been turned in. Mr. Clarke also announced that there would be a round table discussion about the Ice Park and the local winter economy on October 27<sup>th</sup>; all are invited.

## 6. CITIZENS’ COMMUNICATION

Mayor Nelson opened the floor for public comment.

Mr. Clarke noted that a letter was received from Diane Atha regarding STR policies and is included in the packet.

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

## 7. CITY COUNCIL REPORTS/INFORMATION

- a. **Glenn Boyd** – MAC meeting on the first Wednesday of November. Regional Emergency Managers are in town for a workshop this week.
- b. **Ethan Funk** – Attended PARC meeting, working on funding requests for budget.
- c. **John Wood** – TAC met on Tuesday last week, but Mayor Pro Tem Wood was out of town and could not attend.
- d. **Greg Nelson** – Iron Horse Bicycle Classic organizers met with City officials to schedule the ride for the Saturday of Memorial Day Weekend next year.

## 8. DEPARTMENT REPORTS

### a. City Administrator – Silas Clarke

Geothermal line replacement project plans to mobilize this week. Water flow has been decreasing as the sloughing continues and has been causing the pool to have temperature issues lately. Mayor Nelson asked that Mr. Clarke ensure that the helicopter work is noticed on social media and other official City platforms. Councilor Boyd asked that he also notify emergency services about the helicopter. Building Inspector interviews take place tomorrow; there are 3 candidates being interviewed. Water Treatment Plant project is at 30% design plans. Geotechnical work will begin the first week of November. Councilor Funk asked if the location of the WTP had been finalized yet. Mr. Clarke said the location would be finalized after the geotechnical survey results are in, but a location has been tentatively picked. Mayor Pro Tem Wood asked for an easy-to-understand water quality report to be put before the public compared to norms and State requirements. Meetings with State Revolving Fund loan officer for WWTP, pre-applications are in, the deadline is January for spring 2022 funding and beginning construction. Need to be in the same loan approval cycle for Water Treatment Plant in order to stick to State-mandated timeline as much as possible. Narrowing down equipment selections for Wastewater Treatment Plant to schedule the building around. Budget has been primary focus, meeting with committees for funding requests and working with Finance and Administration Director to be ready for budget work sessions next Monday and Tuesday. Mr. Clarke

announced that he would not be able to attend the second council meeting of November as regularly scheduled. Council tentatively decided to re-schedule the meeting for Wednesday, putting that as an item on a future agenda. There is an emergency management target-hardening grant opportunity that could fund cameras at the Ice Park and Via Ferrata to monitor for potential vandalism, and would install a fence around the water tanks. Councilor Boyd elaborated that the region got a \$300,000 non-matching grant for homeland security. Mr. Clarke has not received an update on the ice skating rink as of the beginning of the council meet.

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

Financial report is not complete because of budget work.

**i. Sales Tax Report**

Every category of sales tax was up for August activity. Up 15% from 2020, which was a record-breaking year. YTD activity is up 49% from 2020.

**ii. LOT**

Room occupation up 7.5%, revenue up 18.54% for August activity.

**iii. Pool Visitation**

Up 14% on visitation from last September, revenue was up 17%.

**iv. Box Canon Visitation**

Decrease in visitation in August and September from 2020, but seasonal visitors this year is over 87,000 with two weeks still to go.

Mayor Pro Tem Wood asked about the volunteer appreciation dinner. Mr. Clarke announced that it is scheduled for next Wednesday, October 27<sup>th</sup> at 4:00 pm in the Community Center.

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

Coordinating with County and Town on Short-term Rental Compliance and Monitoring options. City was awarded \$25,000 by DOLA to update City codes. CEDC held a work session on October 14<sup>th</sup>. Telluride Venture Accelerator Program presented on structured approaches to economic growth. Also discussed funding options, mentor/mentee programs short-term priorities for the City. On October 27<sup>th</sup> at 8:30 am, there is a round table discussion with OIPI and IPAT and local businesses. Next CEDC regular work session on November 11<sup>th</sup>. Planning commission met and considered a rezone and lot split application, recommending approval for both. Total number of short-term rental units is 125, suggesting there would be a wait list of 5 people when they are all processed. There are currently 90 active licenses. Councilor Boyd asked Ms. Oswald to provide a summary of the flood planning meeting she attended. The meeting was for all of Ouray County emergency responders and government officials to discuss the changing environment and how that affects land use, policy, emergency response, parks and recreation and others. Data will be openly available in early 2022, Ms. Oswald will rely on resources to communicate with citizens about the potential changes that need to be made. This will affect the National Flood Insurance Program the City participates in, and reduces the number of properties in the flood plain from 128 to 88, changing their insurability.

**9. CONSENT AGENDA - None**

## 10. ACTION ITEMS

### a. Resolution 14, 2021 – Lot Split of Lot 14 of the Wanakah Estates Subdivision

Mayor Nelson noted a misspelling of the 3<sup>rd</sup> “whereas” in the resolution that needed to be corrected. Councilor Funk asked if there was a deadline for installation of the rock fall mitigation berm shown in the lot split documents. Ms. Oswald said it was not a criteria of approval for the lot split itself.

Mayor Pro Tem Wood made a motion to approve Resolution 14. Councilor Boyd seconded the motion. Mayor Pro Tem Wood amended his motion to correct the spelling error. Councilor Boyd amended his second.

Rick Weaver said his engineering firm created the lots around 20 years ago, and there was no criteria for rock fall protection at that time. It was decided at that time that each individual property owner would be notified in plat notes that they would need to do a study of the geologic hazards specific to their lot.

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

The motion passed on unanimous roll call vote.

### b. Ordinance 7, 2021 – Regarding Short-term Rental (STR) Regulations – Second Reading

Mayor Pro Tem Wood made a motion to approve Ordinance 7. Councilor Boyd seconded the motion.

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

The motion passed on unanimous roll call vote.

### c. Consideration of Professional Services Agreement with Deckard Technologies, Inc (Rentalscape) for STR Monitoring Services

Councilor Boyd made a motion to approve the PSA. Councilor Funk seconded the motion. Mayor Nelson asked if this was the vendor who could provide data back to May 2020. Mr. Clarke confirmed that it is.

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

The motion passed on unanimous roll call vote.

**d. Resolution 12, 2021 – Updated Policies, Fees and Applications for Short-term Rental (STR) Licenses**

Councilor Funk noted that there are no cap-and-trade check boxes on the applications, but also noted that it could be changed by the City Administrator.

Mayor Pro Tem Wood made a motion to approve Resolution 12. Councilor Funk seconded the motion.

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

The motion passed on unanimous roll call vote.

**e. Resolution 15, 2021 - Resolution in Support of STR Excise Tax (Referred Ballot Measure 2A on the Nov. 2, 2021 Ballot)**

Attorney Viner explained that the Council has a right to pass a resolution supporting a measure that they put on the ballot. Councilor Funk asked that Resolution 15 be read aloud, and read the Resolution for the public's benefit. Councilor Funk clarified for the public that this would only apply to non-lodging businesses who do not already pay the commercial tax rate on their property.

Councilor Boyd made a motion to approve Resolution 15. Councilor Funk seconded the motion.

Karen Risch stated half of her neighborhood is now short-term rentals, and believes these businesses are not paying their fair share towards Ouray's infrastructure and becoming a burden on the rest of the neighborhood.

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

The motion passed on 3-1 roll call vote, with Mayor Pro Tem Wood dissenting.

**f. Ordinance 8, 2021 – Establishing the Tourism Advisory Committee (TAC) as a Standing Recommending Body**

Mayor Nelson wanted to expand the documented scope of the committee to more than just financial recommendations for LOT funds, including strategic plans, policy updates, website updates, and other input on tourism as a whole.

Councilor Boyd believes that two City Council liaisons was too much influence on the committee as an ad-hoc committee, and that it should be reduced to one. He also believes that this committee influences too much spending. Councilor Funk clarified with Ms. Viner that as it is currently written, there is no Council

liaison seat; it would need to be added when they pass the first reading. Councilor Funk felt that with the expanded scope, more community at-large members should be added to the committee. Mayor Pro Tem Wood agreed, stating the minimum filled seats should be 5 instead of 3, with up to 9 members, adding two more community at-large members for a total of 3. Council also agreed to add one liaison seat to the ordinance.

Council decided to make the suggested changes and bring it back to the next regular meeting for the first reading.

Dolgio Nergui appreciates that the Council formalizing the committee, but has a question about the requirement of having business owners on the committee, suggested making it a preference but not a requirement to ensure that business owners who are not local don't have too much sway and giving community at-large members a stronger voice.

Councilor Boyd said the code for either CEDC or OBC states that only one person may be a non-resident. Mayor Pro Tem Wood suggested changing the wording from "business owners located in the area served by the city" to "business needs to be located in the city", but did not want to limit eligibility for the committees too much since it's a small community with a limited number of people.

Mayor Pro Tem Wood made a motion to table until the next regular meeting, making the listed changes. Councilor Boyd seconded the motion.

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

The motion passed on unanimous roll call vote.

## 10. DISCUSSION ITEMS

### a. Off-leash Dog Hours at Fellin Park

City received one correspondence from Dee Williams about the matter.

Karen Risch voiced the request for a few daylight hours each day where dogs could be off leash in Fellin Park. Councilor Boyd suggested doing a trial year to make sure all the park users are ok with the changes, then revisiting before next winter. Mayor Pro Tem Wood suggested revisiting all dog leash regulations in the city, instead of looking at one park for a few hours in the winter. Ms. Risch thought he might be overthinking the request, but Mayor Pro Tem Wood suggested there could be a larger problem they could solve with the same time and legal fees. Mark Luppenlatz said he frequently takes his dog to the park in the evenings since his yard is small, and oftentimes there are other off-leash dogs there at the same time, but they don't disturb picnickers or other park users. Mr. Clarke proposed removing the hours when dogs must be "under strict voice control" and exclude special events at the park, including weddings, concerts and softball games. Dolgio Nergui is in favor of Ms. Risch's proposal for only set off-leash hours because some dog owners (and people) may want to avoid situations with unleashed dogs on the premises. Ms. Nergui also said many people take their dogs to Fellin Park because the Dog Park is often very muddy, and asked if it would be possible to grade the dog park to slope into the river. Ms. Risch added that some people and dogs are uncomfortable with other dogs off leash, and if the rules were changed city-wide, off leash dogs could be encountered at any time. Chief Wood agreed with Ms. Nergui and Ms. Risch, saying leashed dogs



can be aggressive towards unleashed dogs since they feel confined to one space while the other dog is free to move around, but said that his department would have no trouble enforcing the ordinance however it was written. Councilor Funk and Councilor Boyd were in favor of keeping set hours only.

**b. Future Agenda Items (Business Registration Ordinance First Reading Scheduled for Nov. 1, 2021)**

**11. ADJOURNMENT**

Mayor Pro Tem Wood made a motion to adjourn at 3:10 pm, Councilor Boyd seconded the motion. The motion passed on unanimous vote.

ATTEST:

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

\_\_\_\_\_  
Date

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

**CERTIFICATION**

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on October 18, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 29<sup>th</sup> day of October, 2021.

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

## City of Ouray Police Department

October 2021

For the month of October 2021 OUPD ran approximately 343 calls for service.

These included:

- **187 Patrol checks** (includes safety patrols, directed patrols and security checks)
- **43 Parking complaints** (down from 73 in September)
- **11 VIN certifications**
- **6 Bear/wildlife complaints**
- **2 Fraud complaints**

Our call volume shows a decrease from last month's total of 435 calls for service and an increase from October 2020's total of 291.

In reference to the two fraud complaints: One was a computer scam from a company called *Virus Pros* which mimics an actual Microsoft alert. It's a fairly sophisticated scam where the company sells a solution to a problem they created, which they solve for \$700 then recreate a couple of days later. The scam's big payoff is if the victim gives the company their bank account information in order to get a "refund." For our citizens-if you are not 100% sure the company you are dealing with is legitimate, run a browser search with the company's name and the word "reviews" after the name. This will frequently expose scam sites. If still in doubt take your computer to a brick and mortar store.

The other fraud complaint was a loan taken out fraudulently.

### Upcoming Events:

In November we will be starting our annual perishable skills training for our part time officers. We will also start our yearly participation in the community's holiday charity events.

This Sunday from 4pm to 6pm we will be participating in the Trick or Treat on Main Street event.

## Fire Department Report for October

10/29/21

1 training opportunity in the County for the month of August

4 members attended FLC in Keystone

The members approved 4 new applications for membership. We are extremely grateful to bring in new members. We are short staffed currently and need more hands.

Nothing else to report for October

10.1- CO Alarm. 5 responded, 2 hours

10.4 – Access locked home per OCEMS. 1 responded, 1 hour

10.5 – Gas line break. 6 responded, 1 hour

10.5 – Low Power alarm. 5 responded, 1 hour

10.5 – CO Alarm, no signs. 6 responded, 1.5 hours

10.12 – Vehicle extrication MM100. 6 responded, 2 hours

10.18 – Burn reigniting GMUG. 5 responded, 1 hour

10.24 – CO Alarm. No signs. 6 responded, 1 hour

## Public Works October 2021 Update

### Water

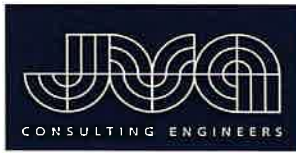
- Water Usage Numbers for September:
  - Influent (Water from spring) – 41,778,672 Gallons
  - Effluent (Water to town) – 21,444,262 Gallons
  - Hydro Plant – 4,719,008 Gallons
  - Mineral Farms – 196,000 Gallons
- Currently working with CDPHE to get the City enrolled in the Measurable Results Program. The Measurable Results Program systematically and scientifically measures the water quality improvement derived from the implementation of new treatment technologies funded through the SRF (State Revolving Fund). The program will monitor the Uncompahgre River and wastewater effluent prior to the new Wastewater Treatment Plant and then a similar monitoring strategy will be used after the new Wastewater Treatment Plan is operational. Data collected in both phases will be compared to determine water quality changes. The program pays for sample analysis, materials and equipment, training, shipping services and also compiles and shares the data as well as a summary of study findings. The City will benefit from the water quality characterization of their receiving stream, receive all data collected and could potentially be showcased as a success story.
- Replaced a broken curb stop at 4<sup>th</sup> St and 8<sup>th</sup> Ave.
- Attended a pre-construction meeting with SGM Engineering and Williams Construction to go over the details of the geothermal water line repair in Box Canyon. Williams Construction is putting a construction schedule together and the work should be completed by the end of the year.

### Sewer

- City Staff, JVA Engineering and Moltz Construction have chosen Veolia as our manufacture for the MBBR (Moving Bed Biofilm Reactor). We received three proposals and after an extensive vetting process, we were able to narrow the selection down to two vendors. The team felt like getting the right manufacturer was an extremely important step in this large project so we asked the final two manufactures to sharpen their pencils and give us there best proposals. There were multiple factors that went into the final decision, attached to this update is the decision matrix the team used and how the final two manufactures scored. Due to the extra time we put into making this very important decision 90% drawings and specifications have been pushed back a month and the City will receive those at the end of January 2022. This will not delay the construction schedule.
- Continued to skim lagoons of debris as needed.
- Cleaned multiple aerators of debris.

### Streets

- Graded roads throughout town along with the pool parking lot.
- Removed pedestrian crossing signs from Main St.
- Removed all planters and mining equipment from Main St.
- Removed Police planter boxes from Oak St.
- Began winter preparation of equipment and vehicles.
- Worked on placing new no parking signs on Main St for the winter season. More signs have been ordered and will be put up soon.
- Continued to cut and trim overgrown trees and shrubs in alleyways and City right of way.
- Grade roads throughout town as needed.
- Cleaned intersections along Main St of rocks and debris.
- Hauled piles of limbs and brush from the Beautification committee along Oak Street.



Job Name: City of Ouray WWTF Expansion  
 Job Number: 1008.5e  
 Date: 10/20/2021  
 By: JVA

MBBR MANUFACTURER DECISION MATRIX			
Criteria	Weight	Veolia	Suez
Price	15%	4	3
Integration with Copper Removal Chemical	5%	2	4
Screen Design	10%	5	3
Aeration System	10%	5	3
Media Material	5%	5	4
Start-up Package	5%	4	3
Post Start-up Support	5%	3	5
Colorado Installations	5%	5	1
MBBR + DAF Combination (References)	5%	5	4
DAF Package (Scope of Supply)	10%	5	4
Valves and Instrumentation (Scope of Supply)	5%	3	5
Familiarity with CDPHE Regulations and Criteria (MBBR)	10%	5	2
Familiarity with CDPHE Regulations and Criteria (DAF)	10%	2	5
<b>Total</b>	<b>100%</b>	<b>4.2</b>	<b>3.5</b>

**Legend**

5 = highest score
1 = lowest score

## **City Resources Department**

- The final day of operation for this season at the Box Canon Falls was Sunday October 31. 2021 was a record breaking season in terms of number of visitors at the park. Park staff is recognized and appreciated for their daily service to visitors.
- A propane gas leak was suspected at the Box Canon Falls October 23, 2021. PD and PW on-call were contacted, gas was shut off to the building. The propane company was contacted and provided a safety inspection of gas lines at the facility.
- A new maintenance operator has been hired at the Hot Springs Pool. This new employee replaces a Pool Maintenance Operator who resigned in July. The Pool Maintenance Department is now fully staffed for the first time in more than two years.
- Local housing issues continue to affect Hot Springs Pool staff. The majority of Pool employees currently live with a parent. Of those who live independently, one third are living in unconventional housing.
- The deck heating system at the Hot Springs Pool has been serviced and prepped for the upcoming winter season. Additional cleaning of the heat exchangers is planned when time allows.
- Issues with the Box Canon geothermal water line have made it difficult to maintain desired water temperatures at the Hot Springs Pool. One of the geothermal pools has been closed to allow more water to be directed to the remaining pools. While the shallow pool is closed (because of low water temperatures) seasonal maintenance will be performed including treatment to reduce mineral staining and to remove mineral build-up in pool piping. Online posts have been placed on the Hot Springs Pool's social media sites to inform the public of the geothermal water line. A fact sheet has been provided to customer service associates for use when talking with customers. Repairs to the geothermal waterline are scheduled for completion by mid-December.
- ActiveNet point of sale and membership management software installation continues at the Hot Springs Pool. Delivery of security compatible credit card readers has been delayed because of supply chain issues. The go-live date has been extended to allow additional time for the credit card readers to arrive. The membership database has been migrated to the new software and staff are reviewing each membership record for accuracy. Multiple staff have participated in training for set-up and use of ActiveNet. There is an additional training scheduled after the system goes live for troubleshooting and optimization after the system has been in use under real conditions.
- The annual pre-season inspection of the rope tow at Lee's Ski Hill has been scheduled with the Colorado Passenger Tramway Safety Board.
- LED bulbs have been delivered to the Community Center for replacing obsolete fluorescent tubes through the San Miguel Power Greenlights Program. Volunteers with the Ridgway Ouray Community Council are partnering with City staff to provide labor for replacement.
- Windows have been ordered for replacement of all the windows in the Massard Room. It is anticipated this project will be completed in December, depending upon delivery time for the windows.
- Sprinkler systems have been blown out and swamp coolers drained for the winter.
- Weeds in the ice rink have been cut.
- The Parks and Facilities crew has been working at the Box Canon Falls, mostly on improvements to the picnic shelters.
- Seasonal Parks employees are leaving at the end of October. They have been a strong asset to the City and the community this season.
- The Colorado Division of Labor and Employment hosted a webinar discussing employee recruitment specifically aimed to address the needs of western Colorado resort communities. While much of the presentation discussed provision of housing as a recruitment tool, elements of the presentation discussed advertising, placement of advertising, and other elements to reach potential new employees.

**FUND BALANCE SUMMARY**

Received through Sep 2021	GOVERNMENT FUNDS					ENTERPRISE FUNDS					TOTAL CITY HELD FUNDS		FIRE PENSION
	GENERAL	CONSERV.TRUST	TOURISM	CAP. IMPROV.	BEAUTIFICATION	WATER	SEWER	UTILITIES-CI	REFUSE	PARKS			
<b>2019 Audited</b>													
ENDING FUND BALANCE	905,516	145,235	58,615	937,715	110,374	111,201	569,995	622,591	27,512	1,460,023	4,948,777		685,709
<b>2020 Unaudited</b>													
BEGINNING FUND BAL	905,516	145,235	58,615	937,715	110,374	111,201	569,995	622,591	27,512	1,460,023	4,948,777		685,709
ADD: REVENUES	2,981,886	11,573	444,020	507,496	63,794	657,089	895,060	398,017	212,293	1,305,132	7,476,360		113,544
LESS: EXPENDITURES	2,579,827	-	204,125	239,482	51,254	587,775	714,469	212,078	232,830	1,807,722	6,629,562		34,199
ENDING FUND BALANCE	1,307,575	156,808	298,510	1,205,729	122,914	180,515	750,586	808,530	6,975	957,433	5,795,575		765,054
<b>2021 @ 09/31</b>													
BEGINNING FUND BAL	1,307,575	156,808	298,510	1,205,729	122,914	180,515	750,586	808,530	6,975	957,433	5,795,575		765,054
ADD: REVENUES	2,847,970	9,641	458,623	443,293	65,877	487,867	935,902	483,523	183,283	2,179,076	8,095,055		125,823
LESS: EXPENDITURES	1,920,255	-	191,782	298,443	18,315	460,372	733,175	363,784	171,194	1,574,363	5,731,683		26,642
ENDING FUND BALANCE	2,235,290	166,449	565,351	1,350,579	170,476	208,010	953,313	928,269	19,064	1,562,146	8,158,947		864,235
Council Reserves	-	-	-	(239,030)	-	-	-	-	-	-	(239,030)		
Cumulative flume tax @ 09/31	(419,137)										(419,137)		
	1,816,153	166,449	565,351	1,111,549	170,476	208,010	953,313	928,269	19,064	1,562,146	7,414,123		

2014 Note: The General Fund transferred 132,000 from its 2014 beginning fund balance to the Water Fund for debt covenant compliance purposes. This amount is intended to return to GF after loan payoff.

**September 2021 Note: \$79,687.14 has been repaid to the General Fund.**



CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

		PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>TAXES</u>									
10-40-4000	LODGING TAXES	3,541.65	15,695.35	6,385.02	4,272.37	6,240.61	7,300.00	1,059.39	105
10-40-4010	OCCUPATIONAL TAX	1,107.00	450.00	1,600.00	.00	1,525.00	1,000.00	( 525.00)	525
10-40-4020	PROPERTY TAXES	437,072.41	443,824.21	489,187.69	474,842.45	485,289.22	495,749.00	10,459.78	104
10-40-4030	SALES TAX	1,142,413.13	1,303,783.83	1,523,270.90	859,144.53	1,330,667.76	1,321,881.00	( 8,786.76)	878
	TOTAL TAXES	1,584,134.19	1,763,753.39	2,020,443.61	1,338,259.35	1,823,722.59	1,825,930.00	2,207.41	220
<u>GRANTS/CONTRIBUTIONS</u>									
10-41-4105	STATE HISTORICAL SOCIETY GRANT	.00	.00	170,042.59	45,120.00	82,326.50	.00	( 82,326.50)	823
10-41-4106	GOCO GRANT FOR OURAY SCHOOL	.00	.00	.00	.00	110,000.00	.00	( 110,000.00)	110
10-41-4120	POLICE GRANTS/DONATIONS	1,538.00	4,145.00	3,596.00	1,875.00	.00	3,000.00	3,000.00	300
10-41-4140	FIRE DEPT. GRANTS/DONATIONS	100.00	100.00	1,504.00	100.00	13,766.33	.00	( 13,766.33)	137
10-41-4185	GRANT - REGION 10 SMALL CHANGE	5,000.00	.00	.00	.00	.00	.00	.00	0
10-41-4190	CARES ACT REIMB FOR COVID-19	.00	.00	24,208.86	.00	79,920.90	.00	( 79,920.90)	799
	TOTAL GRANTS/CONTRIBUTIONS	6,638.00	4,245.00	199,351.45	47,095.00	286,013.73	3,000.00	( 283,013.73)	283
<u>PERMITS &amp; FEES</u>									
10-42-4200	BUILDING PERMITS	40,348.32	27,203.38	32,688.30	27,394.85	62,095.08	20,000.00	( 42,095.08)	420
10-42-4210	LIQUOR LICENSES/PERMITS	4,033.00	40,228.75	5,507.50	18,510.00	23,553.75	3,500.00	( 20,053.75)	200
10-42-4212	SHORT-TERM RENTAL LIC/FEES	.00	.00	15,000.00	.00	11,250.00	16,000.00	4,750.00	475
10-42-4220	MOTOR VEHICLE FEE	6,106.97	5,491.27	5,807.89	3,762.01	4,019.78	5,000.00	980.22	980
10-42-4230	PLANNING & ZONING FEES	4,816.00	3,775.00	1,850.00	1,500.00	7,901.60	2,000.00	( 5,901.60)	590
10-42-4232	ENCROACHMENT PERMITS	725.00	13,537.11	200.00	200.00	100.00	1,000.00	900.00	900
10-42-4242	SPECIFIC OWNERSHIP AUTO	63,757.18	65,639.87	68,666.66	43,033.73	49,018.87	56,000.00	6,981.13	698
	TOTAL PERMITS & FEES	119,786.47	155,875.38	129,720.35	94,400.59	157,939.08	103,500.00	( 54,439.08)	544

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>OTHER REVENUES</u>								
10-43-4032 OURAY SCHOOL FUEL PAYMENT	4,835.60	5,558.33	2,483.97	1,905.38	3,205.21	5,000.00	1,794.79	179
10-43-4300 CNL RENT	2,400.00	9,600.00	4,800.00	3,600.00	3,600.00	1,000.00	( 2,600.00)	260
10-43-4305 CIGARETTE TAX	3,786.94	3,771.66	4,101.90	2,893.55	3,543.01	3,750.00	206.99	206
10-43-4310 COURT FINES	17,754.84	5,236.00	5,140.04	3,780.04	10,945.00	10,000.00	( 945.00)	945
10-43-4315 E.S.C. REIMBURSEMENT	3,372.00	9,579.00	4,741.00	.00	.00	5,852.00	5,852.00	585
10-43-4320 FIRE DIST REIMBURSEMENT	29,523.47	30,141.24	29,617.41	.00	.00	26,000.00	26,000.00	260
10-43-4325 FRANCHISE FEES	44,724.19	50,889.73	35,750.67	25,524.83	41,627.38	42,000.00	372.62	372
10-43-4330 HIGHWAY DEPT REIMBURSE	6,230.90	9,214.50	3,405.90	2,852.80	4,958.90	6,200.00	1,241.10	124
10-43-4333 COUNTY RD & BR SHARING	24,398.88	24,133.96	27,036.00	27,036.00	27,135.62	27,135.00	( .62)	0.6
10-43-4335 HIGHWAY USERS TAX	52,478.06	51,981.80	38,964.77	24,551.29	35,622.44	50,000.00	14,377.56	143
10-43-4337 FED. MIN. LEASE & ST.SEVERANCE	12,387.99	59,985.81	25,393.02	25,393.02	7,520.40	20,000.00	12,479.60	124
10-43-4340 INTEREST INCOME	6,111.03	12,779.84	8,530.10	7,184.48	2,837.54	7,000.00	4,162.46	416
10-43-4350 OTHER REVENUE - MISC	1,005.06	10,130.44	4,971.76	4,971.76	2,421.66	1,500.00	( 921.66)	921
10-43-4351 COPY MACHINE REVENUE	108.00	90.25	103.75	87.75	114.00	75.00	( 39.00)	39.
10-43-4353 VENDING MACHINE REVENUE	278.95	61.51	136.55	28.97	14.98	50.00	35.02	35.
10-43-4354 PUBLIC WORKS REVENUE	3,439.55	112.70	186.20	50.00	960.00	100.00	( 860.00)	860
10-43-4355 OTHER REVENUE - POLICE	1,098.59	2,764.16	2,568.64	1,310.00	1,210.00	1,500.00	290.00	290
10-43-4358 POLICE REPORTS	120.00	120.00	170.00	140.00	162.60	200.00	37.40	37.
10-43-4365 RESTITUTION FUND	750.00	100.00	.00	.00	.00	750.00	750.00	750
10-43-4367 FIREWORKS REIMBURSEMENT	.00	11,996.59	.00	.00	.00	.00	.00	0
10-43-4368 OTHER REVENUE - FIRE	21,806.28	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00	100
10-43-4369 PUBLIC RESTROOM REIMB-CLEANING	.00	1,440.00	3,780.00	2,700.00	3,240.00	4,320.00	1,080.00	108
10-43-4370 REBILLING & INTEREST	3,777.48	10,191.39	4,268.45	2,801.44	5,751.96	5,500.00	( 251.96)	251
10-43-4375 TAXES PENALTY & INT	2,396.88	2,790.38	2,636.57	1,781.60	1,361.90	2,000.00	638.10	638
10-43-4385 TRANSFER FROM REF/REC FUND	5,214.00	9,999.96	10,301.04	7,725.78	7,725.78	10,300.00	2,574.22	257
10-43-4386 TRANSFER FROM CAP.IMPROV.FUND	227,307.61	148,401.42	239,481.81	157,353.26	298,442.56	733,381.00	434,938.44	434
10-43-4388 TRANSFER FROM WF - LOAN REPAY	.00	29,122.15	28,744.48	21,489.21	21,820.51	29,122.00	7,301.49	730
TOTAL OTHER REVENUES	475,306.30	500,192.82	497,314.03	335,161.16	484,221.45	1,002,735.00	518,513.55	518

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>COMMUNITY CENTER</u>								
10-44-4461 USE FEES	14,055.00	8,940.00	1,955.00	1,955.00	2,080.00	4,000.00	1,920.00	192
10-44-4470 INTERNET CABINET RENT	635.40	635.40	635.40	476.55	476.55	635.00	158.45	158
TOTAL COMMUNITY CENTER	14,690.40	9,575.40	2,590.40	2,431.55	2,556.55	4,635.00	2,078.45	207
<u>OTHER PARKS REVENUES</u>								
10-45-4021 OCRA LEASE	7,644.00	.00	.00	.00	.00	.00	.00	0
10-45-4060 GEOTHERMAL USE	594.03	128.25	712.83	712.83	518.62	600.00	81.38	81.
10-45-4172 PARC DONATIONS	.00	128.00	207.00	207.00	.00	.00	.00	0
10-45-4174 PARC LEAGUE FEES	1,050.00	1,650.00	75.00	75.00	1,735.00	500.00	( 1,235.00)	123
10-45-4175 PARC FUNDRAISER SALES	239.39	.00	.00	.00	.00	.00	.00	0
10-45-4205 SKATE RENTALS	.00	230.00	.00	.00	.00	500.00	500.00	500
10-45-4310 CITY PARK USE	800.00	1,575.00	862.50	500.00	1,150.00	1,500.00	350.00	350
10-45-4325 PARK DEDICATION PILO	.00	.00	.00	.00	1,203.00	.00	( 1,203.00)	120
10-45-4390 TRANSFR. FROM BEAUTIFICATION FD	54,288.85	25,851.24	42,156.99	.00	935.00	43,595.00	42,660.00	426
TOTAL OTHER PARKS REVENUES	64,616.27	29,562.49	44,014.32	1,494.83	5,541.62	46,695.00	41,153.38	411
<u>PROPERTY TAXES -FLUMES/STREETS</u>								
10-48-4810 DELINQUENT PROP. & INT.	433.71	501.84	474.16	320.40	246.21	325.00	78.79	78.
10-48-4820 PROPERTY TAXES	79,087.47	79,819.41	87,977.77	85,397.86	87,728.90	89,620.00	1,891.10	189
TOTAL PROPERTY TAXES -FLUMES/STREET	79,521.18	80,321.25	88,451.93	85,718.26	87,975.11	89,945.00	1,969.89	196
TOTAL FUND REVENUE	2,344,692.81	2,543,525.73	2,981,886.09	1,904,560.74	2,847,970.13	3,076,440.00	228,469.87	228

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>GENERAL GOVERNMENT EXPENSES</u>								
SALARIES AND WAGES:								
10-50-5000 MAYOR & COUNCIL	15,600.00	15,600.00	7,900.00	6,700.00	4,000.00	15,600.00	11,600.00	10,000.00
10-50-5002 CITY ADMINISTRATOR	22,459.65	10,909.89	9,789.48	7,204.38	7,043.04	15,020.00	7,976.96	15,020.00
10-50-5004 FINANCE & ADMIN. DIRECTOR	19,238.87	19,341.53	7,176.07	5,282.28	14,690.49	19,998.00	5,307.51	20,600.00
10-50-5006 HR MANAGER	13,028.45	9,823.52	10,160.08	7,281.94	7,461.20	10,157.00	2,695.80	10,157.00
10-50-5008 ADMINISTRATIVE CLERKS	37,712.71	32,075.09	30,498.96	22,681.48	20,137.33	36,008.00	15,870.67	36,008.00
10-50-5010 BUILDING INSPECTION	14,911.14	24,807.70	16,350.12	12,636.19	1,689.68	15,576.00	13,886.32	15,576.00
10-50-5012 COMMUNITY DEVELOPMENT COORD.	.00	.00	35,023.78	21,470.79	22,776.41	43,381.00	20,604.59	43,381.00
10-50-5013 CITY RESOURCES DIRECTOR	9,312.92	8,044.80	8,320.59	5,963.54	6,110.33	8,317.00	2,206.67	8,317.00
10-50-5070 COURT	4,680.00	4,680.00	4,680.00	3,510.00	3,986.00	4,680.00	694.00	6,205.00
10-50-5540 CUSTODIAN	11,001.28	11,778.12	12,231.87	8,709.73	8,893.49	12,342.00	3,448.51	12,342.00
10-50-5545 PW MAINTENANCE CREW	2,655.99	5,474.20	.00	.00	.00	.00	.00	.00
10-50-5650 EVENT COORDINATOR	13,054.66	13,135.70	14,640.02	10,616.11	2,660.15	13,536.00	10,875.85	13,536.00
10-50-5680 PARKS/FACILITIES MAINT. MGR.	.00	.00	.00	.00	4,817.25	24,584.00	19,766.75	24,584.00
TOTAL SALARIES AND WAGES	163,655.67	155,670.55	156,770.97	112,056.44	104,265.37	219,199.00	114,933.63	215,726.00
TAXES & BENEFITS:								
10-50-5800 FICA	12,020.21	11,712.11	11,665.14	8,331.06	7,801.22	12,573.00	4,771.78	12,573.00
10-50-5810 UNEMPLOYMENT	583.70	517.01	586.23	418.21	396.91	578.00	181.09	578.00
10-50-5830 WORKERS' COMP	3,578.83	1,661.23	1,337.17	945.75	783.36	1,483.00	699.64	1,483.00
10-50-5831 FLEX PLAN COSTS	711.00	1,398.00	1,260.00	948.00	936.00	1,500.00	564.00	1,500.00
10-50-5840 GROUP TERM LIFE INSURANCE	1,122.27	1,700.98	1,389.16	1,121.96	772.38	2,258.00	1,485.62	2,258.00
10-50-5850 EMPLOYEE HEALTH INSURANCE	30,662.01	60,943.99	69,194.45	58,089.99	47,499.55	85,840.00	38,340.45	85,840.00
10-50-5851 COBRA ADMIN COSTS	.00	208.00	328.00	244.00	292.00	350.00	58.00	350.00
10-50-5870 PENSION	3,406.30	3,685.52	2,524.63	1,838.17	2,591.65	4,244.00	1,652.35	4,244.00
TOTAL TAXES & BENEFITS	52,084.32	81,826.84	88,284.78	71,937.14	61,073.07	108,826.00	47,752.93	108,826.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OVERHEAD:								
10-50-6010 TELEPHONE / COMMUNICATIONS	8,874.11	12,537.97	14,586.34	11,216.85	14,422.79	13,959.00	463.79-	13,959.00
10-50-6020 UTILITIES	7,029.66	6,609.11	4,418.31	2,855.57	4,391.70	7,000.00	2,608.30	7,000.00
10-50-6021 TRASH REMOVAL	.00	.00	.00	.00	59.00	.00	59.00-	.00
10-50-6030 INSURANCE	19,459.01	17,902.46	18,484.76	13,863.57	14,998.72	19,939.00	4,940.28	19,939.00
10-50-6031 INSURANCE-DEDUCTIONS	.00	1,355.57	.00	.00	.00	.00	.00	.00
10-50-6050 COUNTY TREASURER'S FEES	8,775.01	8,932.32	10,011.06	9,533.33	9,733.12	10,250.00	516.88	10,430.00
10-50-6060 ELECTIONS	997.37	410.37	2,518.54	.00	.00	2,000.00	2,000.00	2,700.00
TOTAL OVERHEAD	45,135.16	47,747.80	50,019.01	37,469.32	43,605.33	53,148.00	9,542.67	54,028.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
10-50-7000 CONTRACT LABOR-GEN GOVT	73,507.36	50,463.46	48,241.10	29,693.48	85,954.58	35,893.00	50,061.58-	35,893.00
10-50-7004 IT CONTRACT LABOR	.00	5,183.11	30,538.39	15,747.89	12,859.04	15,000.00	2,140.96	15,000.00
10-50-7010 ENGINEERING	.00	.00	309.00	.00	145.00-	.00	145.00	.00
10-50-7025 LEGAL FEES	41,760.05	74,509.22	71,236.98	51,536.98	44,296.18	74,000.00	29,703.82	65,000.00
10-50-7027 AUDIT FEES	13,350.00	13,500.00	14,000.00	.00	.00	14,500.00	14,500.00	14,000.00
10-50-7035 PLANNING COMMISSION	736.37	.00	.00	.00	.00	1,200.00	1,200.00	1,200.00
10-50-7037 COMM. ECON. DEV. COMMITTEE	.00	.00	.00	.00	.00	10,000.00	10,000.00	10,000.00
10-50-7050 STATE HISTORIC FUND GRANT EXP	.00	.00	244,500.00	209,900.00	11,953.09	.00	11,953.09-	11,953.00
10-50-7051 GOCO GRANT FOR OURAY SCHOOL	.00	.00	.00	.00	110,000.00	.00	110,000.00-	110,000.00
10-50-7100 C.H. CLEAN/SUPPLIES	4,017.79	3,295.99	5,170.39	1,438.80	2,953.13	4,800.00	1,846.87	4,500.00
10-50-7104 IT SUPPLIES	1,613.96	1,290.41	1,709.39	1,399.57	2,169.31	1,500.00	669.31-	1,500.00
10-50-7400 MAINTENANCE- CITY HALL	4,595.94	4,045.78	10,794.54	6,045.89	5,491.74	6,400.00	908.26	7,100.00
10-50-7600 VEHICLE OIL & GAS - ADMIN	43.47	743.67	42.92	.00	342.23	1,000.00	657.77	1,000.00
10-50-7601 VEHICLE OIL & GAS - SCHOOL	5,215.42	6,302.19	2,122.05	1,400.13	3,061.88	5,000.00	1,938.12	5,000.00
10-50-7720 SAFETY EXPENSE	5.91	.00	.00	.00	137.98	.00	137.98-	.00
10-50-7800 DUES & SUBSCRIPTIONS	8,836.75	11,457.38	9,057.35	5,074.37	8,169.05	12,000.00	3,830.95	8,000.00
10-50-7811 COUNCIL & OTHER MEETINGS	5,924.47	2,089.69	4,261.99	4,261.99	452.92	10,000.00	9,547.08	2,000.00
10-50-7820 HOSTED MEETINGS	575.51	529.77	1,215.18	.00	460.29	2,000.00	1,539.71	500.00
10-50-7830 OFFICE SUPPLIES	3,650.36	3,406.34	4,909.22	4,183.20	2,921.18	5,000.00	2,078.82	5,000.00
10-50-7831 OFFICE SUPPLIES (TO BE ALLOCAT	.00	.00	.00	.00	.02	.00	.02-	.00
10-50-7835 COPIER/PRINTER EXPENSE	3,346.78	4,243.62	3,054.14	1,946.42	2,423.76	3,500.00	1,076.24	3,500.00
10-50-7850 PRINTING/PUBLICATIONS	6,655.01	7,249.18	8,055.49	5,137.60	5,128.12	4,700.00	428.12-	7,470.00
10-50-7854 DONATIONS TO OTHER ORG.	2,208.56	231.29	3,500.00	3,500.00	500.00	6,550.00	6,050.00	6,550.00
10-50-7860 TRAINING	16,259.07	19,022.97	5,207.92	4,580.96	685.00	18,000.00	17,315.00	10,000.00
10-50-7862 HIRING COST	9,219.95-	3,043.34	28,698.68	3,009.11	3,945.93	3,000.00	945.93-	4,900.00
10-50-7865 EMPLOYEE FUNCTIONS	3,436.12	1,400.95	209.46	209.46	65.88	4,000.00	3,934.12	4,000.00
10-50-7880 POSTAGE	2,930.39	1,467.00	738.24	699.84	250.30	2,500.00	2,249.70	1,200.00
10-50-7900 OTHER EXPENSES	5,262.43	226.82	887.10	1,034.86	563.64	1,000.00	436.36	500.00
TOTAL OPERATING MAINTENANCE	194,711.77	213,702.18	498,459.53	350,800.55	304,640.25	241,543.00	63,097.25-	335,766.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
CAPITAL EXPENDITURES:								
10-50-8100 INVENTORIED EQUIPMENT	6,798.70	264.99	2,264.89	.00	.00	1,500.00	1,500.00	500.00
10-50-8104 IT INVENTORIED EQUIPMENT	.00	7,369.38	762.75	762.75	6,819.03	15,000.00	8,180.97	15,000.00
10-50-8210 CAPITAL IMPROVEMENTS	87,833.01	23,884.09	722.50	.00	.00	.00	.00	.00
10-50-8250 CITY HALL IMPROVEMENT	.00	408.90	29,167.40	14,900.24	32,039.29	35,000.00	2,960.71	35,000.00
10-50-8400 CAPITAL EQUIPMENT	24,470.00	18,899.00	.00	.00	.00	.00	.00	.00
10-50-8402 IT CAPITAL EXPENDITURES	.00	.00	.00	.00	9,964.81	94,081.00	84,116.19	94,081.00
TOTAL CAPITAL EXPENDITURES	119,101.71	50,826.36	32,917.54	15,662.99	48,823.13	145,581.00	96,757.87	144,581.00
EMERGENCY SERVICES CENTER:								
10-50-9010 E.S.C. MNTCE/OTHER	1,868.57	1,872.68	1,930.36	1,447.77	1,714.46	2,060.00	345.54	2,571.00
10-50-9020 E.S.C. UTILITIES	3,589.78	3,177.28	3,218.18	2,303.66	2,197.05	3,792.00	1,594.95	3,005.00
TOTAL EMERGENCY SERVICES CENTER	5,458.35	5,049.96	5,148.54	3,751.43	3,911.51	5,852.00	1,940.49	5,576.00
TOTAL GENERAL GOVERNMENT EXPENSES	580,146.98	554,823.69	831,600.37	591,677.87	566,318.66	774,149.00	207,830.34	864,503.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>POLICE DEPT. EXPENSES</u>								
SALARIES AND WAGES:								
10-51-5060 POLICE CHIEF	88,253.16	92,653.77	102,076.23	73,070.58	79,243.36	107,918.00	28,674.64	107,918.00
10-51-5065 OFFICERS	273,441.19	232,693.09	325,414.31	232,287.19	234,429.42	289,301.00	54,871.58	308,481.00
10-51-5068 TRAINING	.00	.00	.00	.00	.00	5,000.00	5,000.00	5,000.00
10-51-5600 VEH. MAINT. - PW CREW	7,033.46	7,509.54	7,040.31	5,050.59	5,832.06	7,500.00	1,667.94	7,820.00
10-51-5651 SECURITY WAGES	1,538.91	.00	.00	.00	.00	.00	.00	.00
TOTAL SALARIES AND WAGES	370,266.72	332,856.40	434,530.85	310,408.36	319,504.84	409,719.00	90,214.16	429,219.00
TAXES & BENEFITS:								
10-51-5800 FICA	27,197.01	24,702.94	32,571.17	23,317.22	23,715.42	27,692.00	3,976.58	31,330.00
10-51-5810 UNEMPLOYMENT	1,066.53	880.56	1,268.44	905.50	930.76	1,250.00	319.24	1,250.00
10-51-5830 WORKERS' COMP	19,964.58	15,249.19	10,502.06	7,427.87	6,900.86	11,650.00	4,749.14	11,650.00
10-51-5840 GROUP TERM LIFE INSURANCE	2,678.10	2,367.38	3,381.34	2,754.01	2,025.91	3,835.00	1,809.09	3,000.00
10-51-5850 EMPLOYEE HEALTH INSURANCE	66,055.19	71,309.75	77,924.30	65,482.81	58,101.12	95,600.00	37,498.88	95,600.00
10-51-5855 MEDICAL	170.00	589.50	200.00	136.00	136.00	250.00	114.00	250.00
10-51-5870 PENSION	8,673.71	6,039.79	6,412.41	4,253.01	8,366.30	6,200.00	2,166.30-	10,968.00
TOTAL TAXES & BENEFITS	125,805.12	121,139.11	132,259.72	104,276.42	100,176.37	146,477.00	46,300.63	154,048.00
OVERHEAD:								
10-51-6010 TELEPHONE / COMMUNICATIONS	6,901.43	7,996.79	8,197.33	6,299.02	6,093.85	9,000.00	2,906.15	9,000.00
10-51-6011 DISPATCH COMMUNICATIONS	40,343.33	54,052.96	49,243.16	24,621.58	36,384.66	48,512.89	12,128.23	48,512.89
10-51-6020 UTILITIES	694.10	696.48	687.95	512.27	456.98	850.00	393.02	850.00
10-51-6030 INSURANCE	23,434.02	22,895.14	23,600.31	17,700.23	18,705.56	25,456.00	6,750.44	25,456.00
TOTAL OVERHEAD	71,372.88	85,641.37	81,728.75	49,133.10	61,641.05	83,818.89	22,177.84	83,818.89



CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
10-51-7000 CONTRACT LABOR	10,952.25	4,080.00	3,017.00	.00	200.00	4,000.00	3,800.00	4,000.00
10-51-7004 IT CONTRACT LABOR	.00	2,423.75	1,524.05	1,296.05	3,861.25	6,350.00	2,488.75	6,350.00
10-51-7060 COMMUNITY POLICING	2,309.04	3,587.36	2,595.33	220.98	1,817.27	3,500.00	1,682.73	3,500.00
10-51-7100 SUPPLIES	2,392.60	8,158.58	3,213.76	3,126.26	242.08	6,200.00	5,957.92	6,200.00
10-51-7104 IT SUPPLIES	.00	599.87	766.05	627.05	260.00	600.00	340.00	600.00
10-51-7180 UNIFORMS	2,566.76	2,935.40	2,618.97	396.35	1,672.26	3,300.00	1,627.74	3,300.00
10-51-7600 VEHICLE OIL & GAS	10,025.09	9,740.25	10,971.83	7,476.89	10,618.04	10,025.00	593.04-	10,025.00
10-51-7650 VEHICLE R & M/SUPPLIES	6,155.54	5,315.41	17,647.28	5,361.97	6,913.08	9,350.00	2,436.92	9,350.00
10-51-7654 RADIO MAINTENANCE	439.75	633.00	384.00	384.00	558.10	1,000.00	441.90	1,000.00
10-51-7800 DUES & SUBSCRIPTIONS	4,018.38	5,334.26	4,413.10	1,291.66	1,343.82	5,200.00	3,856.18	5,200.00
10-51-7830 OFFICE SUPPLIES	1,471.36	2,043.18	3,389.71	2,766.31	1,279.67	2,686.00	1,406.33	2,686.00
10-51-7835 COPIER/PRINTER EXPENSES	.00	.00	.00	.00	331.89	.00	331.89-	500.00
10-51-7850 ARREST/INVESTIGATION COSTS	756.12	4,449.76	6,258.00	6,258.00	2,445.98	3,000.00	554.02	3,000.00
10-51-7855 JUVENILE DIV. PROGRAM	3,000.00	5,000.00	8,800.00	8,800.00	.00	8,800.00	8,800.00	8,800.00
10-51-7856 NEIGHBORHOOD WATCH PROGRAM	.00	.00	547.50	.00	.00	.00	.00	.00
10-51-7860 TRAINING	7,143.12	8,798.45	9,049.19	6,062.24	1,887.86	11,000.00	9,112.14	11,000.00
10-51-7862 HIRING COST	3,892.42	13,339.36	243.95	94.00	.00	1,000.00	1,000.00	1,000.00
10-51-7870 ANIMAL CONTROL	1,115.00	105.00	.00	.00	.00	600.00	600.00	600.00
10-51-7880 POSTAGE	8.33	10.35	59.80	58.20	74.10	50.00	24.10-	50.00
10-51-7887 SHOOTING RANGE MAINTENANCE	313.97	6,644.78	9,868.94	1,840.80	4,075.29	3,300.00	775.29-	3,300.00
10-51-7900 OTHER EXPENSES	1,518.97	1,674.22	141.48	141.48	161.57	1,000.00	838.43	1,000.00
TOTAL OPERATING MAINTENANCE	58,078.70	84,872.98	85,509.94	46,202.24	37,742.26	80,961.00	43,218.74	81,461.00
CAPITAL EXPENDITURES:								
10-51-8100 INVENTORIED EQUIPMENT	4,408.88	4,233.08	1,272.84	1,272.84	1,724.72	4,800.00	3,075.28	4,800.00
10-51-8104 IT INVENTORIED EQUIPMENT	.00	6,112.74	16.98	16.98	3,821.88	2,400.00	1,421.88-	2,400.00
10-51-8200 POLICE RANGE	.00	.00	145.17	18.91	.00	.00	.00	.00
10-51-8400 CAPITAL EQUIPMENT	.00	.00	.00	.00	55,386.15	42,000.00	13,386.15-	42,000.00
10-51-8402 IT CAPITAL EXPENDITURES	28.00	55,212.00	.00	.00	.00	.00	.00	.00
10-51-8420 POLICE CAR	82,140.07	18,899.00	7,336.38	3,441.09	66,170.81	63,000.00	3,170.81-	63,000.00
TOTAL CAPITAL EXPENDITURES	86,576.95	84,456.82	8,771.37	4,749.82	127,103.56	112,200.00	14,903.56-	112,200.00

CITY OF OURAY  
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GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
DEBT SERVICE:								
10-51-9540 DEBT SERVICE PRINCIPAL	6,983.03	.00	.00	.00	.00	.00	.00	.00
10-51-9545 DEBT SERVICE INTEREST	868.60	.00	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE	7,851.63	.00	.00	.00	.00	.00	.00	.00
TOTAL POLICE DEPT. EXPENSES	719,952.00	708,966.68	742,800.63	514,769.94	646,168.08	833,175.89	187,007.81	860,746.89

CITY OF OURAY  
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GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>FIRE DEPT. EXPENSES</u>								
SALARIES AND WAGES:								
10-52-5500 FIRE CHIEF	3,654.12	4,528.69	1,818.40	1,818.40	2,259.91	4,500.00	2,240.09	4,500.00
10-52-5600 VEH. MAINT. - PW CREW	3,282.34	3,504.42	3,285.51	2,356.98	2,721.58	4,750.00	2,028.42	4,750.00
TOTAL SALARIES AND WAGES	6,936.46	8,033.11	5,103.91	4,175.38	4,981.49	9,250.00	4,268.51	9,250.00
TAXES & BENEFITS:								
10-52-5800 FICA	534.37	599.59	375.45	304.60	380.32	700.00	319.68	700.00
10-52-5810 UNEMPLOYMENT	21.00	19.98	14.81	11.99	14.17	30.00	15.83	30.00
10-52-5830 WORKERS' COMP	14,684.88	309.18	171.25	121.12	1,207.04	9,000.00	10,207.04	9,000.00
10-52-5840 GROUP TERM LIFE INSURANCE	30.16	17.20	27.47	30.00	25.36	45.00	19.64	45.00
10-52-5850 EMPLOYEE HEALTH INSURANCE	976.30	955.48	1,297.70	1,250.24	458.23	2,224.00	1,765.77	1,000.00
10-52-5855 MEDICAL	308.00	.00	.00	.00	580.00	.00	580.00	600.00
10-52-5870 PENSION	95.44	.00	56.67	56.67	70.51	110.00	39.49	110.00
TOTAL TAXES & BENEFITS	16,650.15	1,901.43	1,943.35	1,774.62	321.55	12,109.00	11,787.45	11,485.00
OVERHEAD:								
10-52-6010 TELEPHONE / COMMUNICATIONS	1,183.83	2,104.86	2,181.61	1,689.30	1,536.95	2,000.00	463.05	2,000.00
10-52-6011 DISPATCH COMMUNICATIONS	1,111.25	718.62	742.08	475.54	644.07	599.00	45.07	800.00
10-52-6020 UTILITIES	3,639.72	3,403.62	2,991.84	2,077.35	1,928.45	3,700.00	1,771.55	3,700.00
10-52-6030 INSURANCE	17,192.00	16,879.96	17,399.84	13,049.88	14,025.02	18,768.00	4,742.98	18,768.00
TOTAL OVERHEAD	23,126.80	23,107.06	23,315.37	17,292.07	18,134.49	25,067.00	6,932.51	25,268.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
10-52-7000 CONTRACT LABOR	3,000.00	3,000.00	14,649.83	.00	.00	.00	.00	.00
10-52-7004 IT CONTRACT LABOR	.00	192.50	140.00	140.00	294.25	.00	294.25-	161.00
10-52-7100 SUPPLIES	6,190.53	5,298.07	1,532.95	1,044.44	688.43	7,000.00	6,311.57	7,000.00
10-52-7104 IT SUPPLIES	.00	85.72	46.80	46.80	52.00	.00	52.00-	52.00
10-52-7400 BUILDING MAINTENANCE	120.20	333.55	160.00	.00	711.01	.00	711.01-	.00
10-52-7470 TOOLS	.00	.00	.00	.00	.00	1,000.00	1,000.00	1,000.00
10-52-7600 VEHICLE OIL & GAS	1,602.12	924.50	1,331.98	923.42	639.72	1,000.00	360.28	1,000.00
10-52-7650 VEHICLE R & M/SUPPLIES	5,999.48	7,282.01	4,855.69	4,438.20	3,022.10	18,000.00	14,977.90	18,000.00
10-52-7651 EQUIPMENT MAINTENANCE	3,616.51	4,616.00	1,186.52	61.52	2,024.36	.00	2,024.36-	2,024.00
10-52-7800 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	55.50	.00	55.50-	56.00
10-52-7830 OFFICE SUPPLIES	.00	.00	.00	.00	41.78	.00	41.78-	42.00
10-52-7860 TRAINING	6,382.14	7,678.59	5,020.82	3,840.67	3,552.81	8,000.00	4,447.19	8,000.00
10-52-7890 SOCIAL ACTIVITIES	2,396.29	1,868.16	.00	.00	2,651.17	2,400.00	251.17-	2,651.00
10-52-7891 JULY 4TH GAMES	13,436.32	1,200.00	.00	.00	1,599.84	1,200.00	399.84-	1,600.00
10-52-7892 FIREWORKS EXPENSE	73.76	12,165.32	14,601.11	.00	346.80	.00	346.80-	347.00
10-52-7900 OTHER EXPENSES	165.07	1,370.58	1,320.00	1,320.00	1,320.00	1,450.00	130.00	1,450.00
10-52-7910 PENSION FUND CONTRIBUTION	18,000.00	18,000.00	20,027.00	.00	20,027.00	20,027.00	.00	20,027.00
TOTAL OPERATING MAINTENANCE	60,982.42	64,015.00	64,872.70	11,815.05	37,026.77	60,077.00	23,050.23	63,410.00
CAPITAL EXPENDITURES:								
10-52-8100 INVENTORIED EQUIPMENT	11,994.19	9,282.35	23,917.90	.00	.00	.00	.00	.00
10-52-8104 IT INVENTORIED EQUIPMENT	.00	.00	.00	.00	824.89	2,500.00	1,675.11	2,500.00
10-52-8400 CAPITAL EQUIPMENT	.00	.00	34,341.55	27,367.66	61,843.00	78,000.00	16,157.00	78,000.00
10-52-8402 IT CAPITAL EXPENDITURES	7.00	.00	.00	.00	.00	.00	.00	.00
10-52-8420 VEHICLES	.00	.00	.00	.00	1,120.60	.00	1,120.60-	.00
TOTAL CAPITAL EXPENDITURES	12,001.19	9,282.35	58,259.45	27,367.66	63,788.49	80,500.00	16,711.51	80,500.00
DEBT SERVICE:								
10-52-9540 DEBT SERVICE PRINCIPAL	27,837.56	28,644.58	29,474.99	29,474.99	30,329.46	30,329.00	.46-	30,329.00
10-52-9545 DEBT SERVICE INTEREST	7,150.55	6,343.53	5,513.12	5,513.12	4,658.65	4,659.00	.35	4,659.00
TOTAL DEBT SERVICE	34,988.11	34,988.11	34,988.11	34,988.11	34,988.11	34,988.00	.11-	34,988.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
TOTAL FIRE DEPT. EXPENSES	154,685.13	141,327.06	188,482.89	97,412.89	159,240.90	221,991.00	62,750.10	224,901.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>PUBLIC WORKS DEPT. EXPENSES</u>								
SALARIES AND WAGES:								
10-53-5100 PW DIRECTOR	27,596.94	8,012.36	24,261.99	16,896.08	17,290.80	23,539.00	6,248.20	23,539.00
10-53-5110 PW CREW	131,070.59	74,103.83	105,113.11	74,763.77	68,202.70	102,144.00	33,941.30	102,144.00
10-53-5151 RECLASSIFICATION TO CAPITALIZE	4,921.17-	.00	.00	.00	.00	.00	.00	.00
10-53-5153 PW IMPROVEMENTS	4,921.17	.00	.00	.00	.00	.00	.00	.00
10-53-5600 VEH. MAINT. - PW CREW	10,315.84	15,637.06	10,325.83	7,407.56	8,553.65	12,188.00	3,634.35	12,188.00
TOTAL SALARIES AND WAGES	168,983.37	97,753.25	139,700.93	99,067.41	94,047.15	137,871.00	43,823.85	137,871.00
TAXES & BENEFITS:								
10-53-5800 FICA	12,931.28	7,258.29	10,344.48	7,321.79	7,072.45	10,143.00	3,070.55	10,143.00
10-53-5810 UNEMPLOYMENT	506.61	329.64	405.54	287.05	274.19	398.00	123.81	398.00
10-53-5830 WORKERS' COMP	7,906.84	4,020.16	3,569.56	2,524.67	2,242.51	3,959.00	1,716.49	3,959.00
10-53-5831 FLEX PLAN COSTS	355.50	.00	.00	.00	.00	.00	.00	.00
10-53-5840 GROUP TERM LIFE INSURANCE	1,936.01	1,132.41	1,207.16	1,008.40	497.85	1,403.00	905.15	1,403.00
10-53-5850 EMPLOYEE HEALTH INSURANCE	51,950.45	15,742.21	9,501.53	8,324.58	7,115.56	13,294.00	6,178.44	13,294.00
10-53-5855 MEDICAL	239.31	587.39	233.39	37.40	377.96	600.00	222.04	600.00
10-53-5870 PENSION	3,719.02	2,054.47	3,416.82	2,366.69	2,700.99	3,201.00	500.01	3,700.00
TOTAL TAXES & BENEFITS	79,545.02	31,124.57	28,678.48	21,870.58	20,281.51	32,998.00	12,716.49	33,497.00
OVERHEAD:								
10-53-6010 TELEPHONE / COMMUNICATIONS	4,628.58	4,294.00	4,823.63	3,554.19	3,374.74	4,755.00	1,380.26	5,300.00
10-53-6020 UTILITIES	2,201.72	1,876.11	3,131.59	2,504.29	1,298.17	3,727.00	2,428.83	2,500.00
10-53-6021 TRASH REMOVAL	10,331.02	735.51	1,158.85	1,158.85	.00	2,000.00	2,000.00	1,000.00
10-53-6025 STREET LIGHTS	13,954.39	13,668.57	11,770.25	7,788.59	10,409.96	12,000.00	1,590.04	12,000.00
10-53-6029 SANITATION	.00	850.00	.00	.00	.00	1,000.00	1,000.00	.00
10-53-6030 INSURANCE	3,695.01	4,461.28	3,542.93	2,299.34	4,235.62	4,960.00	724.38	4,960.00
10-53-6031 INSURANCE-DEDUCTIONS	1,000.00	.00	.00	.00	1,000.00	.00	1,000.00-	1,000.00
10-53-6050 COUNTY TREASURER'S FEES	1,587.82	1,606.43	1,800.43	1,714.52	1,759.53	1,836.00	76.47	2,000.00
TOTAL OVERHEAD	37,398.54	27,491.90	26,227.68	19,019.78	22,078.02	30,278.00	8,199.98	28,760.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
10-53-7000 CONTRACT LABOR	8,815.12	15,646.36	4,781.98	675.00	9,044.17	20,000.00	10,955.83	18,000.00
10-53-7004 IT CONTRACT LABOR	.00	647.50	1,171.55	895.55	265.75	3,000.00	2,734.25	1,500.00
10-53-7104 IT SUPPLIES	.00	210.70	214.95	214.95	130.00	250.00	120.00	200.00
10-53-7110 STREET PATCHING	.00	77.87	1,900.00	.00	.00	10,000.00	10,000.00	8,000.00
10-53-7112 BRIDGE MATERIAL	1,560.23	1,576.36	703.36	.00	162.19	2,000.00	1,837.81	500.00
10-53-7120 DRAINAGE MATERIAL	.00	654.27	.00	.00	.00	.00	.00	.00
10-53-7130 FLUME MATERIALS	.00	307.15	.55	.55	.00	1,500.00	1,500.00	100.00
10-53-7135 SAND	9,999.69	9,999.94	9,999.83	.00	.00	10,000.00	10,000.00	10,000.00
10-53-7140 ST SUPPLIES/MATERIALS	8,494.73	20,544.34	4,309.68	3,765.69	18,079.62	20,000.00	1,920.38	20,000.00
10-53-7150 DUST CONTROL - CONTRACT	22,365.00	25,515.00	26,460.00	26,460.00	27,090.00	27,000.00	90.00-	27,090.00
10-53-7185 EQUIPMENT RENTAL	.00	1,640.76	.00	.00	.00	5,000.00	5,000.00	2,000.00
10-53-7200 MAINTENANCE & REPAIRS	191.06	4,603.95	4,968.24	2,915.88	779.14	5,000.00	4,220.86	2,500.00
10-53-7470 TOOLS	228.20	936.90	400.51	400.51	.00	750.00	750.00	750.00
10-53-7600 VEHICLE OIL & GAS	8,539.00	11,062.83	6,168.74	4,249.85	5,574.89	9,000.00	3,425.11	9,000.00
10-53-7650 VEHICLE R & M/SUPPLIES	12,278.72	34,315.54	24,296.63	11,562.99	7,988.16	25,000.00	17,011.84	25,000.00
10-53-7700 CITY SHOP EXPENSE	6,690.38	9,647.60	2,879.65	315.96	1,311.07	10,000.00	8,688.93	8,000.00
10-53-7720 SAFETY EXPENSE	621.61	317.92	1,093.21	819.99	793.66	800.00	6.34	800.00
10-53-7800 DUES & SUBSCRIPTIONS	13.10	70.00	.00	.00	.00	.00	.00	.00
10-53-7830 OFFICE SUPPLIES	403.01	548.82	444.21	268.17	172.21	500.00	327.79	500.00
10-53-7835 COPIER/PRINTER EXPENSE	261.20	342.08	296.70	234.60	235.80	500.00	264.20	500.00
10-53-7860 TRAINING	502.97	153.33	.00	.00	.00	250.00	250.00	.00
10-53-7862 HIRING COST	658.40	395.74	704.58	270.90	1,270.01	400.00	870.01-	1,292.67
10-53-7870 UNIFORMS	1,200.00	1,200.01	1,200.00	1,200.00	307.00	1,200.00	893.00	1,200.00
10-53-7880 POSTAGE	.00	.00	6.75	6.75	.00	200.00	200.00	.00
10-53-7900 OTHER	2,156.15	995.19	746.94	565.16	120.72-	1,000.00	1,120.72	1,000.00
TOTAL OPERATING MAINTENANCE	84,978.57	141,410.16	92,748.06	54,822.50	73,082.95	153,350.00	80,267.05	137,932.67

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
CAPITAL EXPENDITURES:								
10-53-8081 STREET PAVING	.00	.00	.00	.00	.00	1,000.00	1,000.00	.00
10-53-8100 INVENTORIED EQUIPMENT	2,567.06	346.73	1,986.45	1,805.45	10,563.26	.00	10,563.26-	10,563.00
10-53-8104 IT INVENTORIED EQUIPMENT	595.50	2,436.95	1,676.57	1,676.57	271.19	4,500.00	4,228.81	.00
10-53-8250 CAPITAL IMPROVEMENTS	.00	.00	53,517.82	53,517.82	17,440.04	.00	17,440.04-	17,440.00
10-53-8400 CAPITAL EQUIPMENT	.00	25,492.00	98,317.00	26,317.00	.00	.00	.00	.00
10-53-8402 IT CAPITAL EXPENDITURES	14.00	.00	.00	.00	.00	.00	.00	.00
10-53-8420 VEHICLES	37,157.00	.00	500.00	.00	3,500.00	21,850.00	18,350.00	21,850.00
TOTAL CAPITAL EXPENDITURES	40,333.56	28,275.68	155,997.84	83,316.84	31,774.49	27,350.00	4,424.49-	49,853.00
DEBT SERVICE:								
10-53-9540 DEBT SERVICE PRINCIPAL	38,767.12	12,288.73	12,927.26	7,699.31	.00	5,228.00	5,228.00	5,228.00
10-53-9545 DEBT SERVICE INTEREST	3,665.62	1,270.92	736.26	253.65	.00	483.00	483.00	483.00
TOTAL DEBT SERVICE	42,432.74	13,559.65	13,663.52	7,952.96	.00	5,711.00	5,711.00	5,711.00
CAPITAL IMPRV - FLUMES/STREETS:								
10-53-9570 FLUME REPAIR/IMPROVEMENT	.00	27,320.14	36,467.30	18,942.72	252.04	50,000.00	49,747.96	50,000.00
10-53-9575 DRAINAGE/RIVER DREDGING	49,008.55	15,965.00	.00	.00	.00	.00	.00	.00
10-53-9590 CAPITALIZED WAGES	4,921.17	.00	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL IMPRV - FLUMES/STREETS	53,929.72	43,285.14	36,467.30	18,942.72	252.04	50,000.00	49,747.96	50,000.00
TOTAL PUBLIC WORKS DEPT. EXPENSES	507,601.52	382,900.35	493,483.81	304,992.79	241,516.16	437,558.00	196,041.84	443,624.67



CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>COMMUNITY CENTER EXPENSES</u>								
SALARIES AND WAGES:								
10-54-5012 CITY RESOURCES DIRECTOR	15,521.33	8,044.80	8,320.59	5,963.54	6,110.33	8,158.00	2,047.67	8,158.00
10-54-5540 CUSTODIAN / PW MAINTENANCE	28,136.84	26,567.45	22,425.15	15,967.86	16,304.72	21,790.00	5,485.28	21,790.00
10-54-5650 EVENT COORDINATOR	23,933.52	24,082.53	26,839.93	19,462.81	4,876.91	26,782.00	21,905.09	26,782.00
TOTAL SALARIES AND WAGES	67,591.69	58,694.78	57,585.67	41,394.21	27,291.96	56,730.00	29,438.04	56,730.00
TAXES & BENEFITS:								
10-54-5800 FICA	4,825.84	4,299.99	4,172.63	3,002.22	1,913.93	4,150.00	2,236.07	4,150.00
10-54-5810 UNEMPLOYMENT	188.99	199.31	163.59	117.71	74.97	200.00	125.03	200.00
10-54-5830 WORKERS' COMP	2,353.82	2,020.96	1,677.97	1,186.79	1,179.41	1,861.00	681.59	1,861.00
10-54-5840 GROUP TERM LIFE INSURANCE	622.86	618.25	660.01	535.70	272.32	745.00	472.68	745.00
10-54-5850 EMPLOYEE HEALTH INSURANCE	23,778.00	23,368.10	25,454.55	21,375.96	15,108.18	30,879.00	15,770.82	30,879.00
10-54-5870 PENSION	2,019.87	1,585.77	1,667.09	1,192.42	815.76	1,675.00	859.24	1,675.00
TOTAL TAXES & BENEFITS	33,789.38	32,092.38	33,795.84	27,410.80	19,364.57	39,510.00	20,145.43	39,510.00
OVERHEAD:								
10-54-6010 TELEPHONE / COMMUNICATIONS	2,244.17	2,197.93	2,238.22	1,634.83	1,555.00	2,266.00	711.00	2,266.00
10-54-6020 UTILITIES	7,016.18	6,998.86	5,404.21	3,839.54	4,365.35	6,180.00	1,814.65	6,180.00
10-54-6030 INSURANCE	3,400.00	3,871.48	3,990.72	2,993.04	3,216.69	4,304.00	1,087.31	4,304.00
10-54-6100 ADVERTISING	.00	.00	.00	.00	.00	700.00	700.00	700.00
10-54-6720 ELEVATOR	3,131.52	4,264.56	3,685.48	2,497.86	2,581.11	4,500.00	1,918.89	4,500.00
TOTAL OVERHEAD	15,791.87	17,332.83	15,318.63	10,965.27	11,718.15	17,950.00	6,231.85	17,950.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
10-54-7000 CONTRACT LABOR	3,339.15	799.55	.00	.00	.00	.00	.00	.00
10-54-7004 IT CONTRACT LABOR	.00	621.25	319.89	278.89	161.25	.00	161.25-	161.00
10-54-7005 CONTRACT CLEANING	262.50	.00	.00	.00	.00	.00	.00	.00
10-54-7100 SUPPLIES	5,598.91	4,059.95	5,163.84	5,130.57	3,594.85	5,600.00	2,005.15	5,600.00
10-54-7103 LAUNDRY	.00	60.00	.00	.00	.00	150.00	150.00	150.00
10-54-7104 IT SUPPLIES	.00	27.62	23.40	23.40	26.00	200.00	174.00	200.00
10-54-7200 MAINTENANCE & REPAIRS	2,962.31	3,080.54	7,154.46	6,734.46	198.25	4,000.00	3,801.75	4,000.00
10-54-7830 OFFICE SUPPLIES	569.32	62.05	.00	.00	.00	350.00	350.00	350.00
10-54-7900 OTHER EXPENSES	140.00	.00	.00	.00	.00	.00	.00	.00
TOTAL OPERATING MAINTENANCE	12,872.19	8,710.96	12,661.59	12,167.32	3,980.35	10,300.00	6,319.65	10,461.00
CAPITAL EXPENDITURES:								
10-54-8100 INVENTORIED EQUIPMENT	1,657.24	1,401.35	3,685.66	3,685.66	.00	3,500.00	3,500.00	3,500.00
10-54-8104 IT INVENTORIED EQUIPMENT	.00	230.17	.00	.00	.00	.00	.00	.00
10-54-8250 CAPITAL IMPROVEMENTS	25,082.58	26,634.98	500.00	.00	43,554.70	100,000.00	56,445.30	100,000.00
10-54-8400 CAPITAL EQUIPMENT	.00	369.99	.00	.00	.00	.00	.00	.00
10-54-8402 IT CAPITAL EXPENDITURES	2.80	.00	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL EXPENDITURES	26,742.62	28,636.49	4,185.66	3,685.66	43,554.70	103,500.00	59,945.30	103,500.00
TOTAL COMMUNITY CENTER EXPENSES	156,787.75	145,467.44	123,547.39	95,623.26	105,909.73	227,990.00	122,080.27	228,151.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>OTHER PARKS EXPENSES</u>								
SALARIES AND WAGES:								
10-55-5100 PW DIRECTOR	9,199.12	4,552.85	4,852.40	3,379.24	3,458.14	4,708.00	1,249.86	4,708.00
10-55-5520 GARDENERS/MAINT WAGES - SEASON	34,297.36	33,418.67	35,159.01	30,997.64	27,092.84	36,637.00	9,544.16	36,637.00
10-55-5540 CUSTODIAN	.00	569.43	.00	.00	841.08	.00	841.08-	.00
10-55-5545 PW MAINTENANCE CREW	33,390.88	29,656.22	22,543.39	16,043.26	15,339.56	22,360.00	7,020.44	22,360.00
10-55-5600 VEH. MAINT. - PW CREW	5,626.75	8,529.68	5,632.22	4,040.41	4,665.85	6,177.00	1,511.15	6,251.00
10-55-5680 PARKS/FACILITIES MAINT. MGR.	.00	.00	.00	.00	4,817.25	24,584.00	19,766.75	24,584.00
TOTAL SALARIES AND WAGES	82,514.11	76,726.85	68,187.02	54,460.55	56,214.72	94,466.00	38,251.28	94,540.00
TAXES & BENEFITS:								
10-55-5800 FICA	6,192.80	6,734.86	5,132.40	4,099.09	4,247.31	7,174.00	2,926.69	7,174.00
10-55-5810 UNEMPLOYMENT	243.12	338.37	201.47	160.91	166.66	407.00	240.34	407.00
10-55-5830 WORKERS' COMP	4,778.53	3,118.76	2,092.29	1,479.83	1,301.22	2,321.00	1,019.78	2,321.00
10-55-5840 GROUP TERM LIFE INSURANCE	414.76	389.03	415.77	351.10	228.55	488.00	259.45	488.00
10-55-5850 EMPLOYEE HEALTH INSURANCE	11,892.18	11,774.30	12,380.12	10,536.41	9,506.79	16,304.00	6,797.21	16,304.00
10-55-5855 MEDICAL	41.67	.00	.00	.00	.00	.00	.00	.00
10-55-5870 PENSION	999.44	835.01	817.50	591.35	819.16	944.00	124.84	1,030.00
TOTAL TAXES & BENEFITS	24,562.50	23,190.33	21,039.55	17,218.69	16,269.69	27,638.00	11,368.31	27,724.00
OVERHEAD:								
10-55-6010 TELEPHONE / COMMUNICATIONS	1,014.56	1,313.41	1,178.73	994.28	1,013.86	1,510.00	496.14	1,510.00
10-55-6020 UTILITIES	6,576.87	6,612.46	6,732.94	4,922.41	5,573.76	7,218.00	1,644.24	7,218.00
10-55-6021 TRASH REMOVAL	.00	704.07	.00	.00	.00	1,000.00	1,000.00	1,000.00
10-55-6029 SANITATION	1,309.54	1,570.00	5,133.50	2,252.00	9,035.75	3,500.00	5,535.75-	6,612.00
10-55-6030 INSURANCE	2,396.00	2,380.08	2,453.36	1,840.02	1,977.52	3,036.00	1,058.48	3,036.00
10-55-6031 INSURANCE-DEDUCTIONS	.00	1,000.00	.00	.00	.00	.00	.00	.00
TOTAL OVERHEAD	11,296.97	13,580.02	15,498.53	10,008.71	17,600.89	16,264.00	1,336.89-	19,376.00

CITY OF OURAY  
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GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
10-55-7000 CONTRACT LABOR	371.49	339.55	300.00	.00	3,637.00	1,000.00	2,637.00-	1,000.00
10-55-7004 IT CONTRACT LABOR	.00	140.00	140.00	140.00	161.25	250.00	88.75	250.00
10-55-7100 PARKS MAINT SUPPLIES	11,265.30	12,015.69	4,296.09	1,789.72	3,748.78	8,000.00	4,251.22	8,000.00
10-55-7101 PAPER/CLEANING SUPPLIES	5,094.40	7,818.49	9,244.72	8,790.97	7,921.28	10,000.00	2,078.72	10,000.00
10-55-7102 PARC SUPPLIES	1,475.92	218.99	102.50	102.50	286.99	1,420.00	1,133.01	1,420.00
10-55-7104 IT SUPPLIES	.00	.00	.00	.00	124.96	250.00	125.04	250.00
10-55-7125 FERTILIZER	300.00	.00	300.00	300.00	381.52	600.00	218.48	600.00
10-55-7150 TREE MAINTENANCE	3,931.32	3,560.00	3,295.24	3,144.17	2,737.00	4,000.00	1,263.00	4,000.00
10-55-7160 GEOTHERMAL EXPENSES	1,815.32	10,799.19	846.47	499.36	1,127.63	2,500.00	1,372.37	2,500.00
10-55-7165 PARKS UNIFORMS	1,172.68	1,394.50	870.26	534.93	706.70	1,200.00	493.30	1,200.00
10-55-7200 MAINTENANCE & REPAIRS	8,597.37	5,345.90	8,680.13	2,534.67	2,299.82	10,000.00	7,700.18	10,000.00
10-55-7201 MAINT. & REPAIRS - MICROHYDRO	386.23	.00	567.14	567.14	.00	3,000.00	3,000.00	3,000.00
10-55-7202 MAINT. & REPAIRS - DOG PARK	707.00	70.09	300.00	300.00	.00	300.00	300.00	300.00
10-55-7470 TOOLS	171.33	464.75	450.35	148.68	.00	500.00	500.00	500.00
10-55-7600 VEHICLE OIL & GAS	5,640.23	6,610.55	3,901.39	2,622.14	3,716.57	6,000.00	2,283.43	6,000.00
10-55-7650 VEHICLE R & M/SUPPLIES	720.16	2,578.89	2,036.15	1,325.66	64.78	3,000.00	2,935.22	3,000.00
10-55-7720 SAFETY EXPENSE	559.62	1,003.06	810.31	810.31	.00	500.00	500.00	500.00
10-55-7830 OFFICE SUPPLIES	221.29	393.79	317.79	206.20	187.19	250.00	62.81	250.00
10-55-7835 COPIER/PRINTER EXPENSE	87.08	133.66	98.89	78.19	78.60	250.00	171.40	250.00
10-55-7860 TRAINING	.00	.00	112.50	112.50	.00	500.00	500.00	500.00
10-55-7862 HIRING COST	1,807.40	1,417.93	1,426.62	1,426.62	2,050.45	1,500.00	550.45-	1,500.00
10-55-7870 SUPPLIES	.00	.00	.00	.00	.00	250.00	250.00	250.00
10-55-7900 OTHER EXPENSES	10,482.72	916.89	154.78	102.79	.00	1,200.00	1,200.00	1,200.00
TOTAL OPERATING MAINTENANCE	54,806.86	55,221.92	38,251.33	25,536.55	29,230.52	56,470.00	27,239.48	56,470.00
CAPITAL EXPENDITURES:								
10-55-8100 INVENTORIED EQUIPMENT	630.42	2,047.00	648.95	648.95	1,701.93	4,000.00	2,298.07	4,000.00
10-55-8250 CAPITAL IMPROVEMENTS	.00	.00	6,125.25	6,125.25	59,127.00	277,000.00	217,873.00	277,000.00
10-55-8400 CAPITAL EQUIPMENT	.00	.00	25,955.00	25,955.00	4,200.00	21,850.00	17,650.00	21,850.00
10-55-8402 IT CAPITAL EXPENDITURES	2.80	.00	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL EXPENDITURES	633.22	2,047.00	32,729.20	32,729.20	65,028.93	302,850.00	237,821.07	302,850.00

CITY OF OURAY  
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GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
DEBT SERVICE:								
10-55-9540 DEBT SERVICE PRINCIPAL	1,919.66	2,000.23	2,084.24	2,084.24	.00	.00	.00	.00
10-55-9545 DEBT SERVICE INTEREST	213.33	132.75	68.66	68.66	.00	.00	.00	.00
TOTAL DEBT SERVICE	2,132.99	2,132.98	2,152.90	2,152.90	.00	.00	.00	.00
TOTAL OTHER PARKS EXPENSES	175,946.65	172,899.10	177,858.53	142,106.60	184,344.75	497,688.00	313,343.25	500,960.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>SKI TOW EXPENSES</u>								
SALARIES AND WAGES:								
10-56-5012 CITY RESOURCES DIRECTOR	2,328.30	2,413.55	2,496.39	1,789.21	1,833.11	2,497.00	663.89	2,497.00
10-56-5520 SKI TOW WAGES	3,663.74	8,020.01	7,797.59	6,086.62	6,898.64	7,733.00	834.36	7,733.00
10-56-5540 PW MAINTENANCE CREW	1,593.57	1,712.78	.00	.00	.00	.00	.00	.00
TOTAL SALARIES AND WAGES	7,585.61	12,146.34	10,293.98	7,875.83	8,731.75	10,230.00	1,498.25	10,230.00
TAXES & BENEFITS:								
10-56-5800 FICA	581.09	799.23	786.71	601.79	587.19	900.00	312.81	900.00
10-56-5810 UNEMPLOYMENT	22.98	31.45	30.87	23.61	26.28	41.00	14.72	41.00
10-56-5830 WORKERS' COMP	637.80	515.00	357.85	253.10	239.05	397.00	157.95	397.00
10-56-5840 GROUP TERM LIFE INSURANCE	34.43	35.35	40.38	32.60	24.91	45.00	20.09	45.00
10-56-5850 EMPLOYEE HEALTH INSURANCE	883.32	921.31	1,025.03	846.10	916.12	1,225.00	308.88	1,240.00
10-56-5870 PENSION	115.35	100.42	72.01	50.82	54.96	127.00	72.04	127.00
TOTAL TAXES & BENEFITS	2,274.97	2,402.76	2,312.85	1,808.02	1,848.51	2,735.00	886.49	2,750.00
OVERHEAD:								
10-56-6020 UTILITIES	600.03	675.93	643.43	466.18	518.28	652.00	133.72	652.00
10-56-6029 SANITATION	436.86	660.52	585.50	380.00	270.00	790.00	520.00	790.00
10-56-6030 INSURANCE	160.00	159.88	164.80	123.60	132.83	178.00	45.17	178.00
10-56-6740 INSPECTIONS	2,113.46	1,223.29	289.95	.00	1,475.00	2,300.00	825.00	2,300.00
TOTAL OVERHEAD	3,310.35	2,719.62	1,683.68	969.78	2,396.11	3,920.00	1,523.89	3,920.00
OPERATING MAINTENANCE:								
10-56-7000 CONTRACT LABOR	.00	.00	.00	.00	.00	1,800.00	1,800.00	1,800.00
10-56-7004 IT CONTRACT LABOR	.00	760.00	.00	.00	.00	200.00	200.00	200.00
10-56-7100 SUPPLIES	322.01	95.83	327.01	147.28	.47	1,200.00	1,199.53	1,200.00
10-56-7200 MAINTENANCE & REPAIRS	487.77	740.02	195.02	4.34	80.07	1,000.00	919.93	1,000.00
10-56-7900 OTHER EXPENSES	48.10	.00	.00	.00	.00	.00	.00	.00
TOTAL OPERATING MAINTENANCE	857.88	1,595.85	522.03	151.62	80.54	4,200.00	4,119.46	4,200.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
CAPITAL EXPENDITURES:								
10-56-8100 INVENTORIED EQUIPMENT	.00	1,990.06	.00	.00	.00	.00	.00	.00
10-56-8104 IT INVENTORIED EQUIPMENT	.00	69.05	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL EXPENDITURES	.00	2,059.11	.00	.00	.00	.00	.00	.00
TOTAL SKI TOW EXPENSES	14,028.81	20,923.68	14,812.54	10,805.25	13,056.91	21,085.00	8,028.09	21,100.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>ICE RINK/ROTARY PARK EXPENSES</u>								
SALARIES AND WAGES:								
10-57-5001 ICE RINK/ROTARY WAGES - SEASON	.00	3,164.92	3,495.28	3,495.28	.00	4,077.00	4,077.00	3,500.00
10-57-5540 PW MAINTENANCE CREW	.00	978.89	.00	.00	.00	.00	.00	.00
TOTAL SALARIES AND WAGES	.00	4,143.81	3,495.28	3,495.28	.00	4,077.00	4,077.00	3,500.00
TAXES & BENEFITS:								
10-57-5800 FICA	.00	268.11	267.39	267.39	.00	414.00	414.00	350.00
10-57-5810 UNEMPLOYMENT	.00	12.96	10.48	10.48	.00	25.00	25.00	25.00
10-57-5830 WORKERS' COMP	.00	130.39	.00	.00	24.19-	.00	24.19	.00
10-57-5840 GROUP TERM LIFE INSURANCE	.00	14.76	16.09	13.10	9.56	19.00	9.44	19.00
10-57-5850 EMPLOYEE HEALTH INSURANCE	.00	457.13	535.89	441.58	491.34	639.00	147.66	639.00
10-57-5870 PENSION	.00	116.05	.00	.00	.00	.00	.00	.00
TOTAL TAXES & BENEFITS	.00	999.40	829.85	732.55	476.71	1,097.00	620.29	1,033.00
OVERHEAD:								
10-57-6020 UTILITIES	.00	576.12	839.30	712.11	247.10	850.00	602.90	850.00
10-57-6029 SANITATION	.00	631.24	1,260.50	785.00	2,162.50	1,000.00	1,162.50-	1,355.00
10-57-6030 INSURANCE	.00	.00	.00	.00	132.83	178.00	45.17	178.00
TOTAL OVERHEAD	.00	1,207.36	2,099.80	1,497.11	2,542.43	2,028.00	514.43-	2,383.00
OPERATING MAINTENANCE:								
10-57-7100 SUPPLIES	.00	235.86	109.86	109.86	.00	500.00	500.00	500.00
10-57-7102 PARC SUPPLIES	.00	208.25	98.48	98.48	.00	250.00	250.00	250.00
10-57-7200 MAINTENANCE & REPAIRS	.00	7,416.18	607.32	569.32	680.69	11,000.00	10,319.31	11,000.00
10-57-7900 OTHER EXPENSES	.00	158.17	.00	.00	.00	.00	.00	.00
TOTAL OPERATING MAINTENANCE	.00	8,018.46	815.66	777.66	680.69	11,750.00	11,069.31	11,750.00
TOTAL ICE RINK/ROTARY PARK EXPENSES	.00	14,369.03	7,240.59	6,502.60	3,699.83	18,952.00	15,252.17	18,666.00



CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	<u>PY 3 AUDITED</u>	<u>PY 2 AUDITED</u>	<u>PY ACTUAL</u>	<u>PTYD ACTUAL</u>	<u>CYTD ACTUAL</u>	<u>CY BUDGET</u>	<u>VARIANCE</u>	<u>CY ESTIMATE</u>
TOTAL FUND EXPENDITURES	<u>2,309,148.84</u>	<u>2,141,677.03</u>	<u>2,579,826.75</u>	<u>1,763,891.20</u>	<u>1,920,255.02</u>	<u>3,032,588.89</u>	<u>1,112,333.87</u>	<u>3,162,652.56</u>
NET REVENUE OVER EXPENDITURES	<u>35,543.97</u>	<u>401,848.70</u>	<u>402,059.34</u>	<u>140,669.54</u>	<u>927,715.11</u>	<u>43,851.11</u>	<u>883,864.00-</u>	<u>2,934,182.69-</u>

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>CUSTOMER REVENUE</u>								
20-40-4050 WATER CHARGES- CUSTOMERS	405,827.68	464,690.22	477,133.16	354,953.85	388,582.40	500,986.00	112,403.60	112
20-40-4051 WATER CHARGES - POOL	18,500.04	17,616.00	18,144.48	13,608.36	14,424.84	19,240.00	4,815.16	481
20-40-4053 WATER CHARGES - BOX CANON	750.00	669.36	689.40	517.05	548.10	739.00	190.90	190
20-40-4057 WATER DEBT SURCHARGE	116,364.12	51,970.58	16,351.09	7,075.02	1,071.83-	.00	1,071.83	107
20-40-4058 WATER DEBT SURCHARGE -DEF.INC.	.00	21,945.00	57,647.42	.00	.00	.00	.00	0
20-40-4059 WATER DEBT SURCHARGE- REPAY GF	2,429.21	29,122.15	28,750.09	21,494.82	21,800.51	28,623.00	6,822.49	682
20-40-4060 SERVICE CHARGE - WATER	13,399.00	13,653.77	13,703.98	10,256.98	10,392.00	13,688.00	3,296.00	329
20-40-4061 TRANSFER CHARGE - WATER	537.50	450.00	625.00	312.50	350.00	500.00	150.00	150
20-40-4062 WATER OFF/ON CHARGE	420.00	541.12	240.00	120.00	260.00	300.00	40.00	40.
TOTAL CUSTOMER REVENUE	558,227.55	600,658.20	613,284.62	408,338.58	435,286.02	564,076.00	128,789.98	128
<u>GRANTS</u>								
20-41-4185 GRANT - WATER TRTMT FEAS. STDY	.00	.00	.00	.00	42,209.80	.00	( 42,209.80)	422
20-41-4190 CARES ACT REIMB FOR COVID-19	.00	.00	314.02	.00	.00	.00	.00	0
TOTAL GRANTS	.00	.00	314.02	.00	42,209.80	.00	( 42,209.80)	422
<u>OTHER REVENUES</u>								
20-43-4300 INVEST FEE-WATER(25%)	17,000.00	11,250.00	7,674.55	7,514.58	9,839.95	7,500.00	( 2,339.95)	233
20-43-4310 OTHER REVENUE	366.24	175.19	243.35	243.35	337.38	300,000.00	299,662.62	299
20-43-4340 INTEREST INCOME	306.66	1,754.83	1,550.03	1,402.67	193.97	800.00	606.03	606
20-43-4350 WATER TAP - MATL. & LABOR	976.03	553.52	.00	.00	.00	.00	.00	0
20-43-4376 UTILITY-CI FUND TRANSFER	.00	82,012.82	34,022.50	.00	.00	398,000.00	398,000.00	398
20-43-4900 DISPOSAL OF ASSETS	.00	2,781.00-	.00	.00	.00	.00	.00	0
TOTAL OTHER REVENUES	18,648.93	92,965.36	43,490.43	9,160.60	10,371.30	706,300.00	695,928.70	695

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
TOTAL FUND REVENUE	576,876.48	693,623.56	657,089.07	417,499.18	487,867.12	1,270,376.00	782,508.88	782

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>WATER EXPENSES</u>								
SALARIES AND WAGES:								
20-50-5002 CITY ADMINISTRATOR	23,251.86	37,508.93	32,594.68	23,166.64	23,770.45	31,908.00	8,137.55	35,000.00
20-50-5004 FINANCE & ADMIN. DIRECTOR	20,413.30	20,362.10	8,115.02	5,282.32	14,690.49	19,999.00	5,308.51	20,600.00
20-50-5006 HR MANAGER	10,431.53	10,397.34	11,914.40	7,281.94	7,461.20	10,157.00	2,695.80	10,157.00
20-50-5008 ADMINISTRATIVE CLERKS	38,241.30	45,014.37	46,995.03	34,022.33	30,206.17	54,011.00	23,804.83	54,011.00
20-50-5010 BUILDING INSPECTOR	3,195.19	8,126.08	5,450.08	4,212.09	563.22	7,788.00	7,224.78	7,788.00
20-50-5012 COMMUNITY DEVELOPMENT COORD.	.00	.00	9,505.32	5,987.19	5,784.49	10,846.00	5,061.51	10,846.00
20-50-5100 PW DIRECTOR	29,018.48	33,508.54	21,574.59	13,516.82	13,832.59	18,831.00	4,998.41	19,022.00
20-50-5150 PW CREW	66,357.36	79,365.75	81,823.61	51,635.84	52,156.48	100,481.00	48,324.52	100,481.00
20-50-5600 VEH. MAINT. - PW CREW	10,315.84	15,637.46	10,555.65	7,407.56	8,553.65	12,190.00	3,636.35	12,190.00
20-50-5650 EVENT COORDINATOR	1,096.48	1,102.28	1,238.86	884.66	221.69	1,130.00	908.31	1,130.00
20-50-5660 PAYROLL ADJUSTMENT	7,624.58	.00	.00	.00	.00	.00	.00	.00
TOTAL SALARIES AND WAGES	209,945.92	251,022.85	229,767.24	153,397.39	157,240.43	267,341.00	110,100.57	271,225.00
TAXES & BENEFITS:								
20-50-5800 FICA	15,100.65	19,257.20	17,194.53	11,457.62	11,732.96	18,536.00	6,803.04	18,536.00
20-50-5810 UNEMPLOYMENT	592.16	739.20	674.53	449.50	460.24	730.00	269.76	730.00
20-50-5830 WORKERS' COMP	3,659.84	7,430.01	4,653.66	3,291.43	3,534.54	5,162.00	1,627.46	5,162.00
20-50-5840 GROUP TERM LIFE INSURANCE	1,387.48	1,954.87	2,177.05	1,820.61	1,424.85	2,540.00	1,115.15	2,540.00
20-50-5850 EMPLOYEE HEALTH INSURANCE	36,357.02	58,986.92	56,884.59	48,188.20	47,996.80	71,355.00	23,358.20	71,355.00
20-50-5855 MEDICAL	281.00	587.39	173.39	37.40	377.96	500.00	122.04	500.00
20-50-5870 PENSION	4,244.36	6,047.65	5,849.13	3,967.41	4,429.29	7,270.00	2,840.71	7,270.00
TOTAL TAXES & BENEFITS	61,622.51	95,003.24	87,606.88	69,212.17	69,956.64	106,093.00	36,136.36	106,093.00
OVERHEAD:								
20-50-6010 TELEPHONE / COMMUNICATIONS	651.10	630.22	719.14	561.61	599.08	825.00	225.92	825.00
20-50-6020 UTILITIES	4,920.01	4,525.75	4,178.32	2,717.06	3,085.92	5,304.00	2,218.08	5,304.00
20-50-6030 INSURANCE	7,540.00	7,487.76	7,718.36	5,788.77	6,485.77	8,326.00	1,840.23	8,326.00
20-50-6150 ONLINE PROCESSING FEES	2,347.11	3,237.99	3,383.55	2,500.05	2,979.96	3,502.00	522.04	3,502.00
TOTAL OVERHEAD	15,458.22	15,881.72	15,999.37	11,567.49	13,150.73	17,957.00	4,806.27	17,957.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
20-50-7000 CONTRACT LABOR	70,971.20	37,017.78	54,987.74	35,396.45	34,489.96	32,000.00	2,489.96-	38,000.00
20-50-7004 IT CONTRACT LABOR	.00	2,293.30	3,689.00	3,689.00	1,400.26	4,000.00	2,599.74	4,000.00
20-50-7010 ENGINEERING	.00	.00	3,413.75	.00	6,695.25	.00	6,695.25-	6,695.00
20-50-7024 PERMIT FEES	757.19	.00	.00	.00	.00	1,000.00	1,000.00	.00
20-50-7025 LEGAL FEES	13,123.45	21,399.77	4,925.99	924.01-	18,809.44	20,000.00	1,190.56	20,000.00
20-50-7100 DIST.SYST.SUPPLIES	21,528.57	17,287.48	4,922.74	4,875.82	7,009.40	16,500.00	9,490.60	15,000.00
20-50-7104 IT SUPPLIES	.00	45.07	40.90	40.90	26.00	500.00	474.00	250.00
20-50-7110 STREET PATCHING	.00	6,423.30	.00	.00	.00	5,000.00	5,000.00	.00
20-50-7185 EQUIPMENT RENTAL	.00	168.88	296.41	296.41	.00	2,400.00	2,400.00	1,500.00
20-50-7200 MAINTENANCE & REPAIRS	2,171.59	6,318.62	2,145.12	399.48	8,172.71	5,000.00	3,172.71-	9,000.00
20-50-7400 WATER SAMPLE	3,895.00	4,020.00	4,138.50	2,436.00	1,193.75	5,000.00	3,806.25	2,500.00
20-50-7450 CHEMICALS	4,768.72	3,611.99	3,135.00	2,760.00	1,893.84	6,000.00	4,106.16	4,000.00
20-50-7460 WATER TANK MAINTENANCE	3,551.82	316.16	1,669.34	982.86	1,115.61	2,500.00	1,384.39	2,000.00
20-50-7470 TOOLS	.00	2,812.38	1,531.37	.00	1,424.90	3,500.00	2,075.10	3,500.00
20-50-7600 VEHICLE OIL & GAS	9,239.36	10,837.31	6,753.92	4,643.15	6,132.39	8,000.00	1,867.61	7,500.00
20-50-7650 VEHICLE R & M SUPPLIES	2,370.66	7,726.32	8,629.28	890.34	800.26	8,000.00	7,199.74	5,000.00
20-50-7700 CITY SHOP EXPENSE	2,618.89	2,273.75	1,925.11	1,443.64	2,007.28	2,000.00	7.28-	2,032.48
20-50-7720 SAFETY EXPENSE	309.95	692.96	525.29	525.29	227.57	1,000.00	772.43	1,000.00
20-50-7800 DUES & SUBSCRIPTIONS	1,995.00	1,243.00	585.00	585.00	465.00	1,500.00	1,035.00	1,000.00
20-50-7830 OFFICE SUPPLIES	299.75	486.18	312.58	206.20	172.21	500.00	327.79	500.00
20-50-7835 COPIER/PRINTER EXPENSE	861.24	1,573.17	1,212.96	818.55	962.92	1,500.00	537.08	1,500.00
20-50-7850 PRINTING & PUBLICATIONS	75.00	161.82	.00	.00	.00	500.00	500.00	.00
20-50-7855 GIS COST	8,041.27	1,026.92	.00	.00	.00	2,000.00	2,000.00	2,000.00
20-50-7860 TRAINING	2,256.35	2,469.93	495.00	465.00	894.00	3,000.00	2,106.00	2,500.00
20-50-7862 HIRING COST	431.33	343.92	474.73	220.40	1,080.61	250.00	830.61-	1,500.00
20-50-7870 UNIFORMS	1,021.27	1,656.18	1,200.00	1,200.00	1,200.00	1,200.00	.00	1,200.00
20-50-7880 POSTAGE	421.59	950.97	1,329.73	865.69	472.37	1,000.00	527.63	500.00
20-50-7900 OTHER EXPENSES	1,133.43	756.32	382.98	233.98	.00	1,200.00	1,200.00	1,000.00
20-50-7920 TRANSFER TO GF TO REPAY LOAN	.00	29,122.15	28,744.48	21,489.21	21,800.51	28,300.00	6,499.49	28,300.00
TOTAL OPERATING MAINTENANCE	151,842.63	163,035.63	137,466.92	83,539.36	118,446.24	163,350.00	44,903.76	161,977.48

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
CAPITAL EXPENDITURES:								
20-50-8100 INVENTORIED EQUIPMENT	1,387.42	6,692.57	5,400.90	3,624.00	1,001.93	5,000.00	3,998.07	3,500.00
20-50-8104 IT INVENTORIED EQUIPMENT	595.50	1,215.86	1,676.57	1,676.57	.00	2,000.00	2,000.00	2,000.00
20-50-8250 CAPITAL IMPROVEMENTS	.00	.00	.00	.00	7,506.50	198,000.00	190,493.50	8,000.00
20-50-8251 WATER IMPROVEMENTS CAP. WAGES	.00	.00	.00	.00	93,069.40	500,000.00	406,930.60	200,000.00
20-50-8400 CAPITAL EQUIPMENT	.00	.00	34,022.50	.00	.00	.00	.00	.00
20-50-8402 IT CAPITAL EXPENDITURES	7.00	.00	.00	.00	.00	.00	.00	.00
20-50-8403 WATER AUGMENTATION	142.50	.00	.00	.00	.00	.00	.00	.00
20-50-8570 NEW LINES / VALVES	.00	.00	.00	.00	.00	2,000.00	2,000.00	2,000.00
20-50-8571 NEW HYDRANTS	3,470.00	.00	.00	.00	.00	3,000.00	3,000.00	2,800.00
TOTAL CAPITAL EXPENDITURES	5,602.42	7,908.43	41,099.97	5,300.57	101,577.83	710,000.00	608,422.17	218,300.00
DEBT SERVICE:								
20-50-9540 DEBT SERVICE PRINCIPAL	.00	359.24	17,315.26	12,241.05	.00	5,074.00	5,074.00	5,074.00
20-50-9545 DEBT SERVICE INTEREST	2,174.99	1,537.26	871.71	403.29	.00	469.00	469.00	469.00
20-50-9560 BOND PRINCIPAL	.00	.49	56,117.54	35,741.09	.00	.00	.00	.00
20-50-9565 BOND INTEREST	7,028.01	4,333.37	1,529.88	1,122.35	.00	.00	.00	.00
TOTAL DEBT SERVICE	9,203.00	6,229.38	75,834.39	49,507.78	.00	5,543.00	5,543.00	5,543.00
CAPITAL IMPRV - FLUMES/STREETS:								
20-50-9999 DEPRECIATION	158,749.38	172,770.36	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL IMPRV - FLUMES/STREETS	158,749.38	172,770.36	.00	.00	.00	.00	.00	.00
TOTAL WATER EXPENSES	612,424.08	711,851.61	587,774.77	372,524.76	460,371.87	1,270,284.00	809,912.13	781,095.48
TOTAL FUND EXPENDITURES	612,424.08	711,851.61	587,774.77	372,524.76	460,371.87	1,270,284.00	809,912.13	781,095.48
NET REVENUE OVER EXPENDITURES	35,547.60-	18,228.05-	69,314.30	44,974.42	27,495.25	92.00	27,403.25-	1,413.40

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SEWER FUND

		PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>CUSTOMER REVENUE</u>									
23-40-4050	SEWER CHARGES - CUSTOMERS	464,228.60	650,609.15	673,089.04	501,116.57	537,820.82	707,663.00	169,842.18	169
23-40-4051	SEWER CHARGES - POOL	10,233.96	13,968.00	14,387.04	10,790.28	11,437.74	15,250.00	3,812.26	381
23-40-4053	SEWER CHARGES - BOX CANON	770.04	1,061.52	1,093.32	819.99	869.22	1,159.00	289.78	289
23-40-4060	SERVICE CHARGE - SEWER	14,493.25	13,975.36	14,047.48	10,513.48	10,661.07	14,010.00	3,348.93	334
23-40-4061	TRANSFER CHARGE - SEWER	562.50	450.00	625.00	312.50	350.00	500.00	150.00	150
	TOTAL CUSTOMER REVENUE	490,288.35	680,064.03	703,241.88	523,552.82	561,138.85	738,582.00	177,443.15	177
<u>GRANTS</u>									
23-41-4185	GRANT - EIAF - CDPHE COMPLIANC	23,477.31	.00	.00	.00	.00	.00	.00	0
23-41-4190	CARES ACT REIMB FOR COVID-19	.00	.00	314.02	.00	.00	.00	.00	0
	TOTAL GRANTS	23,477.31	.00	314.02	.00	.00	.00	.00	0
<u>OTHER REVENUES</u>									
23-43-4300	INVEST FEE-SEWER(25%)	16,875.00	7,500.00	7,674.60	7,514.59	9,840.05	7,500.00	( 2,340.05)	234
23-43-4310	OTHER REVENUE	.00	1,295.70	1,289.70	1,289.70	463.11	.00	( 463.11)	463
23-43-4340	INTEREST INCOME	1,448.12	7,828.28	4,483.98	4,003.89	676.55	4,500.00	3,823.45	382
23-43-4350	SEWER TAP - MATL. & LABOR	.00	.00	.00	.00	.00	500.00	500.00	500
23-43-4998	TRF FROM UTIL.-CI	.00	.00	178,055.51	.00	363,783.74	575,450.00	211,666.26	211
	TOTAL OTHER REVENUES	18,323.12	16,623.98	191,503.79	12,808.18	374,763.45	587,950.00	213,186.55	213
	TOTAL FUND REVENUE	532,088.78	696,688.01	895,059.69	536,361.00	935,902.30	1,326,532.00	390,629.70	390

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SEWER FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>SEWER EXPENSES</u>								
SALARIES AND WAGES:								
23-50-5002 CITY ADMINISTRATOR	23,251.86	41,599.86	38,640.50	28,164.92	26,411.50	39,160.00	12,748.50	39,160.00
23-50-5004 FINANCE & ADMIN. DIRECTOR	20,413.30	20,362.40	8,114.98	5,282.28	14,690.49	19,999.00	5,308.51	20,600.00
23-50-5006 HR MANAGER	10,431.79	13,671.60	15,886.04	9,709.38	9,948.20	13,542.00	3,593.80	13,542.00
23-50-5008 ADMINISTRATIVE CLERKS	38,241.93	45,089.67	46,995.03	34,022.33	30,206.15	54,011.00	23,804.85	54,011.00
23-50-5010 BUILDING INSPECTOR	3,195.25	8,126.08	5,450.06	4,212.08	563.22	5,293.00	4,729.78	5,293.00
23-50-5012 COMMUNITY DEVELOPMENT COORD.	.00	.00	6,484.01	4,175.26	3,796.10	7,231.00	3,434.90	7,321.00
23-50-5100 PW DIRECTOR	29,018.48	46,764.39	53,936.79	33,792.32	34,581.53	47,075.00	12,493.47	47,075.00
23-50-5150 PW CREW	64,071.67	89,131.91	88,086.48	55,965.75	56,847.09	106,520.00	49,672.91	106,520.00
23-50-5600 VEH. MAINT. - PW CREW	10,315.84	15,637.11	10,555.65	7,407.56	8,553.65	12,189.00	3,635.35	12,189.00
23-50-5650 EVENT COORDINATOR	1,096.48	1,102.28	1,238.86	884.66	221.69	1,130.00	908.31	1,130.00
TOTAL SALARIES AND WAGES	200,036.60	281,485.30	275,388.40	183,616.54	185,819.62	306,150.00	120,330.38	306,841.00
TAXES & BENEFITS:								
23-50-5800 FICA	14,924.09	21,136.85	20,475.43	13,568.24	13,900.51	21,721.00	7,820.49	21,721.00
23-50-5810 UNEMPLOYMENT INSURANCE	585.37	805.91	802.88	532.03	544.77	852.00	307.23	852.00
23-50-5830 WORKERS' COMP	2,627.17	7,017.87	4,619.53	3,267.29	3,601.06	5,124.00	1,522.94	5,124.00
23-50-5840 GROUP TERM LIFE INSURANCE	1,368.55	2,054.87	2,344.49	1,958.58	1,550.71	2,735.00	1,184.29	2,735.00
23-50-5850 EMPLOYEE HEALTH INSURANCE	35,741.78	65,585.37	61,779.08	52,278.91	52,785.13	77,304.00	24,518.87	77,304.00
23-50-5855 MEDICAL	281.02	587.52	173.42	37.40	378.08	500.00	121.92	500.00
23-50-5870 PENSION	4,178.40	4,797.81	7,153.86	4,784.44	5,302.84	8,519.00	3,216.16	8,519.00
TOTAL TAXES & BENEFITS	59,706.38	101,986.20	97,348.69	76,426.89	78,063.10	116,755.00	38,691.90	116,755.00
OVERHEAD:								
23-50-6010 TELEPHONE / COMMUNICATIONS	1,059.80	1,006.38	1,270.05	965.91	1,074.24	1,292.00	217.76	1,500.00
23-50-6020 UTILITIES	29,722.24	29,915.86	28,889.79	18,409.44	19,719.72	27,810.00	8,090.28	25,000.00
23-50-6030 INSURANCE	6,704.00	6,658.64	7,863.72	6,147.79	5,796.91	7,404.00	1,607.09	7,404.00
23-50-6150 ONLINE PROCESSIONG FEES	2,347.11	3,238.03	3,383.54	2,500.06	2,979.94	3,497.00	517.06	4,016.00
TOTAL OVERHEAD	39,833.15	40,818.91	41,407.10	28,023.20	29,570.81	40,003.00	10,432.19	37,920.00



CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SEWER FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
23-50-7000 CONTRACT LABOR	30,774.71	33,005.78	30,625.01	25,922.71	31,263.25	31,000.00	263.25-	31,000.00
23-50-7004 IT CONTRACT LABOR	.00	2,293.33	2,487.17	2,487.17	2,055.76	4,000.00	1,944.24	3,000.00
23-50-7010 ENGINEERING	30,381.50	81,796.41	12,085.83	12,085.83	.00	.00	.00	.00
23-50-7023 PROFESSIONAL SVCS	2,316.00	.00	.00	.00	.00	.00	.00	.00
23-50-7025 LEGAL FEES	10,900.00	11,038.00	2,336.58	2,236.58	1,480.00	10,000.00	8,520.00	10,000.00
23-50-7075 DISCHARGE PERMIT FEES	7,624.00	2,316.00-	1,501.00	1,501.00	.00	2,000.00	2,000.00	1,500.00
23-50-7100 SUPPLIES-WWTP	9,686.21	2,309.35	1,664.35	809.72	97.50	8,000.00	7,902.50	5,000.00
23-50-7101 SUPPLIES-COLLECTION LINES	151.43	702.44	682.04	178.63	89.48	3,000.00	2,910.52	2,000.00
23-50-7104 IT SUPPLIES	.00	45.07	40.89	40.89	26.00	500.00	474.00	500.00
23-50-7110 STREET PATCHING	.00	.00	.00	.00	.00	5,000.00	5,000.00	.00
23-50-7180 SUPPLIES - CONTRACTOR	105.44	.00	.00	.00	.00	.00	.00	.00
23-50-7185 EQUIPMENT RENTAL	179.31	.00	.00	.00	.00	2,500.00	2,500.00	.00
23-50-7200 MAINTENANCE & REPAIRS	51,313.71	17,792.61	15,646.90	13,820.80	11,832.55	20,000.00	8,167.45	15,000.00
23-50-7250 CHEMICALS	9,132.26	6,235.36	1,202.28	.00	11,813.51	10,000.00	1,813.51-	15,000.00
23-50-7276 LAB TESTS	7,726.50	2,756.50	4,109.00	3,269.00	3,078.00	5,000.00	1,922.00	4,500.00
23-50-7470 TOOLS	.00	573.16	198.84	34.99	.00	500.00	500.00	500.00
23-50-7600 VEHICLE OIL & GAS	4,199.72	4,963.94	3,314.66	2,355.22	2,787.43	5,000.00	2,212.57	5,000.00
23-50-7650 VEHICLE R & M	.00	8,188.60	12,037.45	1,673.24	2,611.74	10,000.00	7,388.26	8,000.00
23-50-7700 CITY SHOP EXPENSE	4,842.98	5,201.76	7,417.62	7,314.19	2,960.25	6,000.00	3,039.75	5,000.00
23-50-7720 SAFETY EXPENSE	945.55	2,802.16	321.83	.00	717.65	2,000.00	1,282.35	2,000.00
23-50-7800 DUES & SUBSCRIPTIONS	.00	1,593.00	92.00	92.00	.00	250.00	250.00	.00
23-50-7830 OFFICE SUPPLIES	278.69	516.07	386.38	206.20	172.21	5,000.00	4,827.79	500.00
23-50-7835 COPIER/PRINTER EXPENSE	861.24	1,573.17	1,212.96	818.55	962.91	1,500.00	537.09	1,500.00
23-50-7850 PRINTING & PUBLICATION	.00	.00	38.28	.00	.00	.00	.00	.00
23-50-7855 GIS COST	8,041.26	1,026.91	.00	.00	.00	2,000.00	2,000.00	.00
23-50-7860 TRAINING	2,646.57	1,258.37	585.00	470.00	605.00	3,000.00	2,395.00	2,500.00
23-50-7862 HIRING COST	408.84	337.11	647.94	220.40	1,080.68	250.00	830.68-	1,500.00
23-50-7870 UNIFORMS	1,200.00	789.79	1,332.97	1,332.97	829.47	1,200.00	370.53	1,200.00
23-50-7880 POSTAGE	635.80	332.78	553.53	220.00	472.38	400.00	72.38-	472.38
23-50-7900 OTHER EXPENSES	2,666.90	765.82	392.49	96.99	.00	1,200.00	1,200.00	1,000.00
TOTAL OPERATING MAINTENANCE	187,018.62	185,581.49	100,913.00	77,187.08	74,935.77	139,300.00	64,364.23	116,672.38

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SEWER FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
CAPITAL EXPENDITURES:								
23-50-8100 INVENTORIED EQUIPMENT	814.95	4,122.07	1,492.49	.00	1,001.93	4,000.00	2,998.07	2,500.00
23-50-8104 IT INVENTORIED EQUIPMENT	595.50	1,215.86	1,676.57	1,676.57	.00	2,000.00	2,000.00	2,000.00
23-50-8250 CAPITAL IMPROVEMENTS	16,502.14	.00	.00	.00	.00	.00	.00	.00
23-50-8251 SEWER IMPROVEMENTS CAPITAL	.00	.00	144,033.01	23,087.01	363,783.74	715,000.00	351,216.26	500,000.00
23-50-8400 CAPITAL EQUIPMENT	16,502.14-	.00	34,022.50	.00	.00	.00	.00	.00
23-50-8402 IT CAPITAL EXPENDITURES	7.00	.00	.00	.00	.00	.00	.00	.00
23-50-8520 LINES	.00	.00	.00	.00	.00	2,500.00	2,500.00	1,500.00
23-50-8570 LIFT STATION	.00	.00	.00	.00	.00	2,000.00	2,000.00	1,500.00
TOTAL CAPITAL EXPENDITURES	1,417.45	5,337.93	181,224.57	24,763.58	364,785.67	725,500.00	360,714.33	507,500.00
DEBT SERVICE:								
23-50-9540 DEBT SERVICE PRINCIPAL	.00	359.24	17,315.25	12,241.04	.00	5,074.00	5,074.00	5,074.00
23-50-9545 DEBT SERVICE INTEREST	2,174.99	1,537.27	871.71	403.29	.00	469.00	469.00	469.00
TOTAL DEBT SERVICE	2,174.99	1,896.51	18,186.96	12,644.33	.00	5,543.00	5,543.00	5,543.00
CAPITAL IMPRV - FLUMES/STREETS:								
23-50-9999 DEPRECIATION	118,011.71	44,388.85	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL IMPRV - FLUMES/STREETS	118,011.71	44,388.85	.00	.00	.00	.00	.00	.00
TOTAL SEWER EXPENSES	608,198.90	661,495.19	714,468.72	402,661.62	733,174.97	1,333,251.00	600,076.03	1,091,231.38
TOTAL FUND EXPENDITURES	608,198.90	661,495.19	714,468.72	402,661.62	733,174.97	1,333,251.00	600,076.03	1,091,231.38
NET REVENUE OVER EXPENDITURES	76,110.12-	35,192.82	180,590.97	133,699.38	202,727.33	6,719.00-	209,446.33-	700,601.68-

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

REFUSE/RECYCLE FUND

		PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
	<u>REFUSE REVENUE</u>								
25-40-4040	REFUSE CHARGES	135,418.52	142,406.65	148,351.97	110,016.15	124,858.81	167,746.00	42,887.19	428
25-40-4060	SERVICE CHARGE - REF/REC	865.50	10,385.46	10,431.00	7,803.00	7,881.00	10,300.00	2,419.00	241
	TOTAL REFUSE REVENUE	136,284.02	152,792.11	158,782.97	117,819.15	132,739.81	178,046.00	45,306.19	453
	<u>RECYCLE REVENUE</u>								
25-41-4040	RECYCLING CHARGES	24,890.90	50,595.17	53,510.27	39,168.39	50,543.52	68,441.00	17,897.48	178
	TOTAL RECYCLE REVENUE	24,890.90	50,595.17	53,510.27	39,168.39	50,543.52	68,441.00	17,897.48	178
	TOTAL FUND REVENUE	161,174.92	203,387.28	212,293.24	156,987.54	183,283.33	246,487.00	63,203.67	632

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

REFUSE/RECYCLE FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>REFUSE EXPENSES</u>								
OPERATING MAINTENANCE:								
25-50-7000 CONTRACT HAULING	133,675.44	112,068.22	142,418.81	97,987.97	104,619.88	161,805.00	57,185.12	150,500.00
25-50-7010 SPRING CLEANING	9,867.72	.00	.00	.00	.00	.00	.00	.00
25-50-7020 TRANSFER TO GF - ADMIN. FEE	4,200.00	6,399.96	6,593.04	4,944.78	4,944.78	6,593.00	1,648.22	6,593.00
TOTAL OPERATING MAINTENANCE	147,743.16	118,468.18	149,011.85	102,932.75	109,564.66	168,398.00	58,833.34	157,093.00
TOTAL REFUSE EXPENSES	147,743.16	118,468.18	149,011.85	102,932.75	109,564.66	168,398.00	58,833.34	157,093.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

REFUSE/RECYCLE FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>RECYCLE EXPENSES</u>								
OPERATING MAINTENANCE:								
25-51-7000 CONTRACT HAULING	23,745.30	63,038.38	80,110.50	55,118.18	58,848.70	65,792.00	6,943.30	79,505.00
25-51-7020 TRANSFER TO GF - ADMIN. FEE	1,014.00	3,600.00	3,708.00	2,781.00	2,781.00	3,708.00	927.00	3,708.00
TOTAL OPERATING MAINTENANCE	24,759.30	66,638.38	83,818.50	57,899.18	61,629.70	69,500.00	7,870.30	83,213.00
TOTAL RECYCLE EXPENSES	24,759.30	66,638.38	83,818.50	57,899.18	61,629.70	69,500.00	7,870.30	83,213.00
TOTAL FUND EXPENDITURES	172,502.46	185,106.56	232,830.35	160,831.93	171,194.36	237,898.00	66,703.64	240,306.00
NET REVENUE OVER EXPENDITURES	11,327.54-	18,280.72	20,537.11-	3,844.39-	12,088.97	8,589.00	3,499.97-	177,102.33-

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

UTILITY - CI FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>WATER REVENUES</u>								
28-40-4300 INVEST FEE-WATER(75%)	51,000.00	33,750.00	23,023.78	22,543.75	29,520.03	22,500.00	( 7,020.03)	702
28-40-4320 WATER SYS UPGRADES - MONTHLY	8,447.82	99,005.39	107,682.78	73,613.17	161,809.48	211,237.00	49,427.52	494
28-40-4340 INTEREST WATER	653.96	7,707.94	5,464.89	4,769.98	820.66	5,000.00	4,179.34	417
TOTAL WATER REVENUES	60,101.78	140,463.33	136,171.45	100,926.90	192,150.17	238,737.00	46,586.83	465
<u>SEWER REVENUES</u>								
28-41-4300 INVEST FEE-SEWER(75%)	50,625.00	22,500.00	23,023.75	22,543.75	29,520.00	22,500.00	( 7,020.00)	702
28-41-4330 WWTP CIP REPLACE/UPDATE CHARGE	17,287.05	215,557.99	238,821.77	171,552.54	261,852.47	344,690.00	82,837.53	828
TOTAL SEWER REVENUES	67,912.05	238,057.99	261,845.52	194,096.29	291,372.47	367,190.00	75,817.53	758
TOTAL FUND REVENUE	128,013.83	378,521.32	398,016.97	295,023.19	483,522.64	605,927.00	122,404.36	122

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

UTILITY - CI FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>UTILITY-CI WATER EXPENSES</u>								
CAPITAL EXPENDITURES:								
28-50-8510 WATER LINES	.00	82,012.82	.00	.00	.00	.00	.00	.00
28-50-8590 TRANSFER TO WF FOR CAP EXP	.00	.00	34,022.50	.00	.00	398,000.00	398,000.00	398,000.00
TOTAL CAPITAL EXPENDITURES	.00	82,012.82	34,022.50	.00	.00	398,000.00	398,000.00	398,000.00
TOTAL UTILITY-CI WATER EXPENSES	.00	82,012.82	34,022.50	.00	.00	398,000.00	398,000.00	398,000.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

UTILITY - CI FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>UTILITY-CI SEWER EXPENSES</u>								
CAPITAL EXPENDITURES:								
28-51-8590 TRANSFER TO SF FOR CAP EXP	.00	.00	178,055.51	.00	363,783.74	575,450.00	211,666.26	575,450.00
TOTAL CAPITAL EXPENDITURES	.00	.00	178,055.51	.00	363,783.74	575,450.00	211,666.26	575,450.00
TOTAL UTILITY-CI SEWER EXPENSES	.00	.00	178,055.51	.00	363,783.74	575,450.00	211,666.26	575,450.00
TOTAL FUND EXPENDITURES	.00	82,012.82	212,078.01	.00	363,783.74	973,450.00	609,666.26	973,450.00
NET REVENUE OVER EXPENDITURES	128,013.83	296,508.50	185,938.96	295,023.19	119,738.90	367,523.00-	487,261.90-	851,045.64-



CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

CAPITAL IMPROVEMENTS FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>CAPITAL IMPROVEMENT REVENUES</u>								
30-40-4030 SALES TAX 1%	395,100.45	433,761.02	507,495.98	286,262.04	443,293.12	434,125.00	( 9,168.12)	916
TOTAL CAPITAL IMPROVEMENT REVENUES	395,100.45	433,761.02	507,495.98	286,262.04	443,293.12	434,125.00	( 9,168.12)	916
TOTAL FUND REVENUE	395,100.45	433,761.02	507,495.98	286,262.04	443,293.12	434,125.00	( 9,168.12)	916

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

CAPITAL IMPROVEMENTS FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>CAPITAL IMPROVEMENT EXPENSES</u>								
CAPITAL EXPENDITURES:								
30-50-8250 CAPITAL IMPROVEMENTS	227,307.61	148,401.42	239,481.81	157,353.26	298,442.56	733,381.00	434,938.44	733,381.00
TOTAL CAPITAL EXPENDITURES	227,307.61	148,401.42	239,481.81	157,353.26	298,442.56	733,381.00	434,938.44	733,381.00
TOTAL CAPITAL IMPROVEMENT EXPENSES	227,307.61	148,401.42	239,481.81	157,353.26	298,442.56	733,381.00	434,938.44	733,381.00
TOTAL FUND EXPENDITURES	227,307.61	148,401.42	239,481.81	157,353.26	298,442.56	733,381.00	434,938.44	733,381.00
NET REVENUE OVER EXPENDITURES	167,792.84	285,359.60	268,014.17	128,908.78	144,850.56	299,256.00-	444,106.56-	742,549.12-

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

PARKS FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>POOL REVENUES</u>								
50-40-4030 SWIM. POOL ADMISSIONS	1,888,839.78	1,558,055.14	785,637.28	556,171.84	1,408,121.87	1,099,639.00	( 308,482.87)	308
50-40-4031 OVER/SHORT	347.34	622.42-	852.98-	868.58-	394.37-	.00	394.37	394
50-40-4033 MEMBERSHIP PASS REVENUE	47,127.50	391,219.84	118,160.00	85,935.00	238,172.50	273,854.00	35,681.50	356
50-40-4034 FACILITY RENTAL REVENUE	610.20	1,013.60	38.40	38.40	120.00	600.00	480.00	480
50-40-4035 SLIDE ADMISSIONS	40,966.80	2,841.00	.00	.00	48,506.15	28,677.00	( 19,829.15)	198
50-40-4040 LOCKER AND MISC. RENTALS	58,576.60	59,004.70	9,139.60	9,119.60	8,208.00	32,000.00	23,792.00	237
50-40-4045 SALES-POOL MERCHANDISE	814.43	755.72	8,153.91	6,116.30	46,962.46	30,000.00	( 16,962.46)	169
50-40-4047 SWIM TEAM	350.00	12,473.99	.00	.00	.00	3,500.00	3,500.00	350
50-40-4048 SWIM LESSONS	5,580.00	.00	.00	.00	.00	7,800.00	7,800.00	780
50-40-4049 PROGRAMS REVENUE	.00	5,035.00	.00	.00	3,424.00	.00	( 3,424.00)	342
50-40-4052 MASSAGE RENT	1,750.00	3,000.00	1,955.00	1,455.00	2,500.00	3,000.00	500.00	500
50-40-4053 SWIM SHOP RENT	2,700.00	3,555.00	1,185.00	1,185.00	.00	.00	.00	0
50-40-4054 SWIM SHOP MDSE. SALES	.00	22.40	.00	.00	.00	.00	.00	0
50-40-4300 LIFEGUARD AND OTHER CLASSES	110.00	.00	.00	.00	.00	.00	.00	0
50-40-4320 VENDING MACHINE REVENUE	331.63	440.43	167.21	167.21	213.86	400.00	186.14	186
50-40-4340 INTEREST INCOME	1,933.80	12,275.74	9,236.41	8,591.80	851.37	.00	( 851.37)	851
50-40-4350 MISC. REVENUE	.00	2,112.28	3,349.70	3,349.70	5,494.83	.00	( 5,494.83)	549
TOTAL POOL REVENUES	2,050,038.08	2,051,182.42	936,169.53	671,261.27	1,762,180.67	1,479,470.00	( 282,710.67)	282
<u>BOX CANON REVENUES</u>								
50-41-4010 BOX CANON ADMISSIONS	258,267.33	299,940.63	319,613.58	272,457.82	348,946.56	300,500.00	( 48,446.56)	484
50-41-4015 BC DONATIONS	950.96	1,406.16	3,100.60	927.48	3,421.77	1,000.00	( 2,421.77)	242
50-41-4020 CONCESSIONS	26,999.74	30,402.79	22,056.11	18,748.92	45,138.98	30,000.00	( 15,138.98)	151
50-41-4031 OVER/SHORT	39.92	298.75	1,135.55-	1,145.88-	231.49	.00	( 231.49)	231
50-41-4190 CARES ACT REIMB FOR COVID-19	.00	.00	10,533.20	.00	.00	.00	.00	0
50-41-4320 VENDING MACHINE REVENUE	102.57	103.63	.00	.00	196.37	.00	( 196.37)	196
TOTAL BOX CANON REVENUES	286,360.52	332,151.96	354,167.94	290,988.34	397,935.17	331,500.00	( 66,435.17)	664

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

PARKS FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>ROTARY PARK / ICE RINK REV.</u>								
50-42-4003 PARC LEAGUE FEES	600.00	.00	150.00	150.00	.00	.00	.00	0
50-42-4005 SKATE RENTALS	170.00	135.00	1,080.00	1,080.00	.00	.00	.00	0
50-42-4390 TRSFR.FROM BEAUTIFICATION FUND	.00	301,025.00	.00	.00	.00	.00	.00	0
TOTAL ROTARY PARK / ICE RINK REV.	770.00	301,160.00	1,230.00	1,230.00	.00	.00	.00	0
<u>GYM REVENUES</u>								
50-43-4010 GYM ADMISSIONS	32,928.65	30,844.16	2,505.00	2,505.00	18,960.00	18,000.00	( 960.00)	960
TOTAL GYM REVENUES	32,928.65	30,844.16	2,505.00	2,505.00	18,960.00	18,000.00	( 960.00)	960
<u>ICE PARK REVENUES</u>								
50-47-4047 ICE PARK GUIDE DONATIONS	.00	9,657.69	.00	.00	.00	.00	.00	0
50-47-4048 ICE PARK FEES	.00	13,366.97	11,059.90	.00	.00	11,000.00	11,000.00	110
TOTAL ICE PARK REVENUES	.00	23,024.66	11,059.90	.00	.00	11,000.00	11,000.00	110
TOTAL FUND REVENUE	2,370,097.25	2,738,363.20	1,305,132.37	965,984.61	2,179,075.84	1,839,970.00	( 339,105.84)	339

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

PARKS FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>POOL EXPENSES</u>								
SALARIES AND WAGES:								
50-50-5012 CITY RESOURCES DIRECTOR	43,806.54	53,574.79	65,326.80	33,992.53	34,828.91	47,411.00	12,582.09	47,411.00
50-50-5520 CASHIERS	101,306.77	88,021.01	68,830.10	46,221.31	66,089.64	86,000.00	19,910.36	86,000.00
50-50-5524 POOL MANAGER	68,856.74	58,481.30	26,776.96	26,776.96	23,601.20	62,000.00	38,398.80	62,000.00
50-50-5525 POOL ASSISTANT MANAGER	53,559.39	3,502.97	.00	.00	.00	.00	.00	.00
50-50-5532 AQUATICS COORDINATORS	27,708.25	29,523.99	30,679.58	21,016.08	36,588.87	42,234.00	5,645.13	42,234.00
50-50-5533 LEAD LIFEGUARDS	101,371.37	77,116.74	71,284.01	43,604.68	79,299.43	70,100.00	9,199.43	70,100.00
50-50-5534 PART-TIME LIFEGUARDS	201,144.91	241,832.34	122,632.00	84,551.23	166,677.06	184,417.00	17,739.94	184,417.00
50-50-5536 SWIM LESSON WAGE	4,985.43	7,001.17	.00	.00	2,311.61	7,329.00	5,017.39	7,329.00
50-50-5538 POOL ATTENDANTS	.00	7,844.88	.00	.00	6,144.14	43.00	6,187.14	5,675.00
50-50-5540 POOL CLEANING WAGE	50,161.24	48,493.29	46,191.39	31,275.01	36,766.95	56,701.00	19,934.05	56,701.00
50-50-5545 POOL MAINT.WAGE	36,940.60	31,114.71	40,811.20	27,959.88	31,129.03	37,307.00	6,177.97	37,307.00
50-50-5550 POOL FILTRATION WAGE	38,462.26	36,934.82	44,786.18	30,809.91	33,303.97	37,307.00	4,003.03	37,307.00
50-50-5680 PARKS/FACILITIES MAINT MGR	.00	.00	.00	.00	.00	.00	.00	2,000.00
50-50-5681 PARKS/FACILITIES MAINT OPS	.00	.00	.00	.00	.00	.00	.00	1,000.00
TOTAL SALARIES AND WAGES	728,303.50	683,442.01	517,318.22	346,207.59	516,740.81	630,763.00	114,022.19	639,481.00
TAXES & BENEFITS:								
50-50-5800 FICA	55,468.87	50,061.44	39,420.63	26,373.34	39,409.42	45,530.00	6,120.58	45,530.00
50-50-5810 UNEMPLOYMENT	2,063.13	1,802.37	1,417.25	942.80	1,454.79	1,814.00	359.21	1,814.00
50-50-5830 WORKERS' COMP	24,758.31	36,411.51	25,299.38	17,893.68	18,768.54	19,641.00	872.46	25,783.00
50-50-5831 FLEX PLAN COSTS	355.50	.00	.00	.00	.00	.00	.00	.00
50-50-5840 GROUP TERM LIFE INSURANCE	1,999.69	1,770.55	2,049.80	1,949.28	1,169.47	1,912.00	742.53	1,912.00
50-50-5850 EMPLOYEE HEALTH INSURANCE	50,228.49	50,762.45	35,291.93	28,969.05	38,741.33	57,467.00	18,725.67	57,467.00
50-50-5855 MEDICAL	1,784.00	1,223.50	136.00	136.00	.00	1,000.00	1,000.00	1,000.00
50-50-5870 PENSION	6,044.59	2,546.62	2,746.85	1,296.93	4,366.23	6,046.00	1,679.77	6,046.00
50-50-5999 DEPRCIATION	.00	601,671.00	.00	.00	.00	.00	.00	.00
TOTAL TAXES & BENEFITS	142,702.58	746,249.44	106,361.84	77,561.08	103,909.78	133,410.00	29,500.22	139,552.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

PARKS FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OVERHEAD:								
50-50-6010 TELEPHONE / COMMUNICATIONS	3,969.51	5,697.52	5,117.11	2,868.78	4,010.38	6,732.00	2,721.62	6,732.00
50-50-6020 UTILITIES	66,217.37	65,423.02	55,680.37	37,542.55	35,669.13	66,950.00	31,280.87	66,950.00
50-50-6021 TRASH REMOVAL	.00	817.04	.00	.00	.00	.00	.00	.00
50-50-6024 WATER CHARGE	20,660.04	22,848.00	23,376.48	17,532.36	18,430.11	19,240.00	809.89	19,240.00
50-50-6026 SEWER CHARGE	10,251.96	18,486.00	19,205.04	14,403.78	16,880.04	15,250.00	1,630.04-	15,250.00
50-50-6030 INSURANCE	6,168.00	7,943.52	8,235.85	6,188.81	6,600.00	8,832.00	2,232.00	8,832.00
50-50-6031 INSURANCE-DEDUCTIONS	.00	2,242.81	1,489.94	1,489.94	.00	.00	.00	.00
50-50-6100 ADVERTISING	4,925.09	4,729.43	2,008.75	2,008.75	720.00	4,000.00	3,280.00	4,000.00
50-50-6101 PROMOTION	6,009.00	8,287.00	2,124.00	860.00	773.82	5,000.00	4,226.18	5,000.00
50-50-6150 BANKCARD CHARGE-VISA/MC	53,741.64	65,045.27	34,536.43	21,814.88	57,858.23	43,200.00	14,658.23-	65,045.00
50-50-6740 INSPECTIONS	.00	.00	3,114.00	2,514.00	.00	3,850.00	3,850.00	3,850.00
TOTAL OVERHEAD	171,942.61	201,519.61	154,887.97	107,223.85	140,941.71	173,054.00	32,112.29	194,899.00

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	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
OPERATING MAINTENANCE:								
50-50-7000 CONTRACT LABOR	111,129.34	46,208.60	5,122.02	3,622.02	3,924.50	4,800.00	875.50	4,800.00
50-50-7004 IT CONTRACT LABOR	.00	13,127.37	6,149.97	5,891.97	19,965.36	6,000.00	13,965.36-	6,000.00
50-50-7100 SUPPLIES	18,168.10	23,210.96	11,710.50	9,402.50	10,154.72	17,000.00	6,845.28	17,000.00
50-50-7104 IT SUPPLIES	.00	96.24	2,229.87	2,229.87	1,878.85	1,500.00	378.85-	1,700.00
50-50-7120 UNIFORMS	4,654.69	5,004.78	3,338.19	1,673.07	1,946.55	5,500.00	3,553.45	5,500.00
50-50-7170 SWIM TEAM	350.00	15,193.69	.00	.00	.00	3,500.00	3,500.00	3,500.00
50-50-7200 FACILITIES MAINT/SUPPLY	24,925.69	27,238.59	13,422.26	10,320.87	22,425.11	27,000.00	4,574.89	27,000.00
50-50-7201 SWIM LESSONS SUPPLIES	548.96	262.65	.00	.00	497.33	500.00	2.67	500.00
50-50-7202 SPECIAL EVENTS SUPPLIES	2,341.98	1,826.61	478.70	478.70	667.63	1,500.00	832.37	1,500.00
50-50-7204 DAILY CLEANING SUPPLIES	6,948.40	1,146.24	2,837.62	1,755.47	868.79	5,500.00	4,631.21	5,500.00
50-50-7400 WATER SAMPLE	47,916.41	22,168.34	19,957.87	15,478.71	17,863.35	22,000.00	4,136.65	22,000.00
50-50-7450 CHEMICALS	118,243.98	89,311.24	94,128.11	63,457.49	59,276.67	86,000.00	26,723.33	86,000.00
50-50-7470 TOOLS	.00	19.99	.00	.00	.00	750.00	750.00	750.00
50-50-7475 FEES	3,360.00	1,480.00	1,480.00	1,480.00	2,383.00	3,500.00	1,117.00	3,500.00
50-50-7500 FILTRATION MAINTENANCE	16,034.93	30,400.04	14,196.29	5,834.52	15,401.29	18,000.00	2,598.71	18,000.00
50-50-7720 SAFETY/FIRST AID SUPPLIES	5,818.50	1,575.59	1,218.60	386.02	2,341.73	3,600.00	1,258.27	3,600.00
50-50-7800 PURCHASES-POOL MERCHANDISE	300.00	210.99	4,256.89	3,016.41	26,105.96	15,000.00	11,105.96-	20,000.00
50-50-7830 OFFICE SUPPLIES	1,501.49	1,689.29	360.87	295.20	1,513.15	2,000.00	486.85	2,000.00
50-50-7835 COPIER/PRINTER EXPENSE	864.91	1,150.33	1,521.71	1,084.07	1,569.68	1,300.00	269.68-	1,800.00
50-50-7860 TRAINING	7,581.36	11,168.59	3,236.50	1,960.50	2,379.17	9,000.00	6,620.83	9,000.00
50-50-7862 HIRING COST	6,686.26	13,328.04	2,123.20	1,345.25	16,451.46	7,000.00	9,451.46-	20,000.00
50-50-7879 MILEAGE	31.56	182.03	201.78	201.78	.00	1,000.00	1,000.00	1,000.00
50-50-7880 POSTAGE	12.95	55.00	.00	.00	.00	.00	.00	.00
50-50-7900 OTHER EXPENSES	1,341.00	400.00	400.00	400.00	545.55	.00	545.55-	146.00
TOTAL OPERATING MAINTENANCE	378,760.51	306,455.20	188,370.95	130,314.42	208,159.85	241,950.00	33,790.15	260,796.00

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CAPITAL EXPENDITURES:								
50-50-8100 INVENTORIED EQUIPMENT	24,243.67-	627.30	.00	.00	.00	4,200.00	4,200.00	4,200.00
50-50-8104 IT INVENTORIED EQUIPMENT	198.50	2,498.25	.00	.00	2,445.11	6,600.00	4,154.89	6,600.00
50-50-8250 CAPITAL IMPROVEMENTS	.00	85,302.31-	.00	.00	.00	.00	.00	.00
50-50-8270 FILTRATION ENGINEERING	3,504.00	260.00	.00	.00	.00	.00	.00	.00
50-50-8275 FILTRATION EQUIPMENT	18,408.83	.00	432.38	.00	9,467.08	8,000.00	1,467.08-	10,000.00
50-50-8400 CAPITAL EQUIPMENT	.00	.00	.00	.00	7,885.00	.00	7,885.00-	7,885.00
50-50-8402 IT CAPITAL EXPENDITURES	26.60	.00	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL EXPENDITURES	2,105.74-	81,916.76-	432.38	.00	19,797.19	18,800.00	997.19-	28,685.00
DEBT SERVICE:								
50-50-9540 DEBT SERVICE PRINCIPAL	.00	.00	80,000.00	.00	77.51-	80,000.00	80,077.51	80,000.00
50-50-9545 DEBT SERVICE INTEREST	114,000.00	110,991.67	107,966.66	53,966.66	57,295.56	104,800.00	47,504.44	104,800.00
50-50-9560 DEBT SERVICE - BOND PRINCIPAL	.00	.00	155,416.70	129,166.70	119,999.97	160,000.00	40,000.03	160,000.00
50-50-9565 DEBT SERVICE - BOND INTEREST	195,625.00	192,625.00	189,366.74	158,020.90	139,893.75	186,525.00	46,631.25	182,525.00
TOTAL DEBT SERVICE	309,625.00	303,616.67	532,750.10	341,154.26	317,111.77	531,325.00	214,213.23	527,325.00
TOTAL POOL EXPENSES	1,729,228.46	2,159,366.17	1,500,121.46	1,002,461.20	1,306,661.11	1,729,302.00	422,640.89	1,790,738.00



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<u>BOX CANON EXPENSES</u>								
SALARIES AND WAGES:								
50-51-5012 CITY RESOURCES DIRECTOR	19,512.45	19,562.12	22,921.75	11,927.25	12,220.73	16,636.00	4,415.27	16,636.00
50-51-5520 CASHIERS	32,603.61	38,471.28	29,956.59	21,980.87	35,810.02	49,121.00	13,310.98	49,121.00
50-51-5540 CUSTODIAN	5,543.08	5,661.71	6,215.24	4,354.86	4,446.69	6,172.00	1,725.31	6,172.00
50-51-5650 EVENT COORDINATOR	4,385.91	4,215.10	4,955.30	3,538.66	886.66	4,869.00	3,982.34	4,869.00
50-51-5680 PARKS/FACILITIES MAINT. MGR.	.00	.00	.00	.00	1,585.00	5,463.00	3,878.00	5,463.00
TOTAL SALARIES AND WAGES	62,045.05	67,910.21	64,048.88	41,801.64	54,949.10	82,261.00	27,311.90	82,261.00
TAXES & BENEFITS:								
50-51-5800 FICA	4,616.04	5,228.05	4,836.39	3,151.59	4,110.90	6,000.00	1,889.10	6,000.00
50-51-5810 UNEMPLOYMENT	181.00	254.60	185.68	119.58	161.22	231.00	69.78	231.00
50-51-5830 WORKERS' COMP	384.75	203.01	58.28	41.22	13.13	65.00	51.87	65.00
50-51-5840 GROUP TERM LIFE INSURANCE	228.02	227.94	274.65	221.60	145.76	307.00	161.24	307.00
50-51-5850 EMPLOYEE HEALTH INSURANCE	7,132.17	7,687.73	8,275.46	6,924.20	5,715.15	10,022.00	4,306.85	10,022.00
50-51-5870 PENSION	701.03	798.38	1,011.29	585.16	557.87	821.00	263.13	821.00
TOTAL TAXES & BENEFITS	13,243.01	14,399.71	14,641.75	11,043.35	10,704.03	17,446.00	6,741.97	17,446.00
OVERHEAD:								
50-51-6010 TELEPHONE / COMMUNICATIONS	.00	.00	41.60	20.80	93.60	150.00	56.40	150.00
50-51-6020 UTILITIES	1,713.19	1,478.89	1,351.31	467.37	533.46	2,500.00	1,966.54	1,500.00
50-51-6024 WATER CHARGE	889.80	999.96	1,020.00	765.00	832.95	739.00	93.95-	1,111.00
50-51-6026 SEWER CHARGE	788.04	1,421.52	1,476.12	1,107.09	1,295.28	1,159.00	136.28-	1,726.00
50-51-6030 INSURANCE	1,092.00	1,082.32	1,115.64	836.73	899.25	1,204.00	304.75	1,204.00
50-51-6100 ADVERTISING	564.60	742.21	532.50	532.50	535.00	1,000.00	465.00	1,000.00
50-51-6150 BANKCARD CHARGE-VISA/MC	4,193.25	4,668.35	6,252.82	4,088.81	6,916.48	4,841.00	2,075.48-	8,000.00
50-51-6800 CONCESSIONS	15,722.30	14,513.50	10,544.05	9,733.30	23,124.77	20,000.00	3,124.77-	25,000.00
TOTAL OVERHEAD	24,963.18	24,906.75	22,334.04	17,551.60	34,230.79	31,593.00	2,637.79-	39,691.00

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OPERATING MAINTENANCE:								
50-51-7000 CONTRACT LABOR	2,854.88	3,460.00	.00	.00	6,870.00	2,400.00	4,470.00-	7,210.00
50-51-7004 IT CONTRACT LABOR	.00	581.88	249.89	208.89	333.62	.00	333.62-	225.00
50-51-7100 SUPPLIES	3,070.64	799.54	1,433.26	980.11	6,082.76	4,000.00	2,082.76-	6,500.00
50-51-7150 FACILITY MAINTENANCE	369.84	30,933.66	2,654.27	2,632.27	2,568.45	8,800.00	6,231.55	8,800.00
50-51-7155 MAINTENANCE SUPPLIES	42.05	.00	.00	.00	4.98	500.00	495.02	500.00
50-51-7830 OFFICE SUPPLIES	786.71	839.22	625.82	625.82	210.48	1,100.00	889.52	1,100.00
50-51-7835 COPIER/PRINTER EXPENSE	803.04	1,860.47	1,367.67	924.58	969.49	2,200.00	1,230.51	2,200.00
50-51-7862 HIRING COST	182.45	218.75	648.35	648.35	498.50	850.00	351.50	850.00
50-51-7900 OTHER EXPENSES	630.07	28.19	8.98	.00	.00	.00	.00	.00
TOTAL OPERATING MAINTENANCE	8,739.68	38,721.71	6,988.24	6,020.02	17,538.28	19,850.00	2,311.72	27,385.00
CAPITAL EXPENDITURES:								
50-51-8100 INVENTORIED EQUIPMENT	104.55	.00	.00	.00	13,236.62	11,200.00	2,036.62-	13,237.00
50-51-8104 IT INVENTORIED EQUIPMENT	.00	460.36	.00	.00	799.00	.00	799.00-	.00
50-51-8250 CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00	35,000.00	35,000.00	35,000.00
50-51-8402 IT CAPITAL EXPENDITURES	2.80	.00	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL EXPENDITURES	107.35	460.36	.00	.00	14,035.62	46,200.00	32,164.38	48,237.00
TOTAL BOX CANON EXPENSES	109,098.27	146,398.74	108,012.91	76,416.61	131,457.82	197,350.00	65,892.18	215,020.00

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<u>ROTARY / ICE RINK EXPENSES</u>								
SALARIES AND WAGES:								
50-52-5520 ICE RINK	1,975.60	.00	.00	.00	.00	.00	.00	.00
50-52-5540 PW MAINTENANCE CREW	1,714.86	122.50	.00	.00	.00	.00	.00	.00
TOTAL SALARIES AND WAGES	3,690.46	122.50	.00	.00	.00	.00	.00	.00
TAXES & BENEFITS:								
50-52-5800 FICA	282.70	8.42	.00	.00	.00	.00	.00	.00
50-52-5810 UNEMPLOYMENT	11.08	.33	.00	.00	.00	.00	.00	.00
50-52-5830 WORKERS' COMP	263.21	.00	.00	.00	.00	.00	.00	.00
50-52-5840 GROUP TERM LIFE INSURANCE	14.22	.00	.00	.00	.00	.00	.00	.00
50-52-5850 EMPLOYEE HEALTH INSURANCE	461.41	.00	.00	.00	.00	.00	.00	.00
50-52-5870 PENSION	213.92	3.30	.00	.00	.00	.00	.00	.00
TOTAL TAXES & BENEFITS	1,246.54	12.05	.00	.00	.00	.00	.00	.00
OVERHEAD:								
50-52-6020 UTILITIES	499.01	68.84	.00	.00	.00	.00	.00	.00
50-52-6029 SANITATION	766.86	110.00	.00	.00	.00	.00	.00	.00
50-52-6030 INSURANCE	676.00	.00	.00	.00	.00	.00	.00	.00
50-52-6740 INSPECTIONS	.00	.00	.00	.00	.00	8,500.00	8,500.00	.00
TOTAL OVERHEAD	1,941.87	178.84	.00	.00	.00	8,500.00	8,500.00	.00
OPERATING MAINTENANCE:								
50-52-7000 CONTRACT LABOR	.00	560.00	.00	.00	.00	.00	.00	.00
50-52-7102 PARC SUPPLIES	187.84	.00	.00	.00	.00	.00	.00	.00
50-52-7200 MAINTENANCE & REPAIRS	335.44	34.99	.00	.00	.00	.00	.00	.00
50-52-7900 OTHER EXPENSES	101.00	.00	.00	.00	.00	.00	.00	.00
TOTAL OPERATING MAINTENANCE	624.28	594.99	.00	.00	.00	.00	.00	.00
TOTAL ROTARY / ICE RINK EXPENSES	7,503.15	908.38	.00	.00	.00	8,500.00	8,500.00	.00

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<u>GYM EXPENSES</u>								
OVERHEAD:								
50-53-6020 UTILITIES	1,475.12	1,486.09	977.67	693.14	608.51	1,592.00	983.49	1,000.00
50-53-6030 INSURANCE	160.00	198.60	204.72	153.54	165.00	221.00	56.00	221.00
50-53-6100 ADVERTISING	.00	.00	.00	.00	.00	300.00	300.00	300.00
TOTAL OVERHEAD	1,635.12	1,684.69	1,182.39	846.68	773.51	2,113.00	1,339.49	1,521.00
OPERATING MAINTENANCE:								
50-53-7000 CONTRACT LABOR	.00	1,077.00	1,450.00	1,450.00	.00	1,000.00	1,000.00	1,000.00
50-53-7100 SUPPLIES	527.57	1,105.29	721.75	437.74	541.20	1,200.00	658.80	1,200.00
50-53-7150 MAINTENANCE	274.07	1,190.98	5,005.11	693.11	1,892.00	800.00	1,092.00-	800.00
TOTAL OPERATING MAINTENANCE	801.64	3,373.27	7,176.86	2,580.85	2,433.20	3,000.00	566.80	3,000.00
CAPITAL EXPENDITURES:								
50-53-8100 INVENTORIED EQUIPMENT	1,119.72	.00	.00	.00	.00	4,500.00	4,500.00	4,500.00
TOTAL CAPITAL EXPENDITURES	1,119.72	.00	.00	.00	.00	4,500.00	4,500.00	4,500.00
TOTAL GYM EXPENSES	3,556.48	5,057.96	8,359.25	3,427.53	3,206.71	9,613.00	6,406.29	9,021.00

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<u>OTHER PARKS EXPENSES</u>								
CAPITAL IMPRV - FLUMES/STREETS:								
50-55-9999 DEPRECIATION	424,741.83	.00	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL IMPRV - FLUMES/STREETS	424,741.83	.00	.00	.00	.00	.00	.00	.00
TOTAL OTHER PARKS EXPENSES	424,741.83	.00	.00	.00	.00	.00	.00	.00

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<u>ADMINISTRATION EXPENSES</u>								
SALARIES AND WAGES:								
50-57-5002 CITY ADMINISTRATOR	23,252.09	39,441.70	43,740.84	31,519.33	30,813.47	40,194.00	9,380.53	47,600.00
50-57-5004 FINANCE & ADMIN. DIRECTOR	20,413.30	20,362.38	8,114.99	5,282.28	14,690.36	19,999.00	5,308.64	20,600.00
50-57-5006 HR MANAGER	34,772.56	34,657.38	39,714.83	24,273.26	24,870.35	33,855.00	8,984.65	35,545.00
50-57-5008 ADMINISTRATIVE CLERKS	38,241.43	29,315.81	31,329.80	22,681.46	20,137.16	36,008.00	15,870.84	43,112.00
50-57-5012 COMMUNITY DEVELOPMENT COORD.	.00	.00	6,484.01	4,175.26	3,796.10	7,231.00	3,434.90	7,593.00
TOTAL SALARIES AND WAGES	116,679.38	123,777.27	129,384.47	87,931.59	94,307.44	137,287.00	42,979.56	154,450.00
TAXES & BENEFITS:								
50-57-5800 FICA	8,410.37	9,008.28	9,604.74	6,500.28	7,040.87	9,921.00	2,880.13	9,921.00
50-57-5810 UNEMPLOYMENT	329.86	333.69	376.71	254.92	276.11	390.00	113.89	390.00
50-57-5830 WORKERS' COMP	116.42	118.73	.00	.00	10.70	.00	10.70	.00
50-57-5840 GROUP TERM LIFE INSURANCE	946.14	1,079.20	980.26	820.90	795.09	1,400.00	604.91	1,400.00
50-57-5850 EMPLOYEE HEALTH INSURANCE	22,247.13	27,804.01	25,441.59	21,631.75	22,857.59	34,598.00	11,740.41	34,598.00
50-57-5870 PENSION	2,997.25	3,024.24	3,372.57	2,345.90	2,699.11	3,893.00	1,193.89	3,893.00
TOTAL TAXES & BENEFITS	35,047.17	41,368.15	39,775.87	31,553.75	33,658.07	50,202.00	16,543.93	50,202.00
OPERATING MAINTENANCE:								
50-57-7000 CONTRACT LABOR	21,548.49	13,705.11	11,567.68	9,490.45	3,701.87	7,000.00	3,298.13	7,000.00
50-57-7025 LEGAL FEES	.00	.00	300.00	100.00	700.00	1,500.00	800.00	1,500.00
TOTAL OPERATING MAINTENANCE	21,548.49	13,705.11	11,867.68	9,590.45	4,401.87	8,500.00	4,098.13	8,500.00
TOTAL ADMINISTRATION EXPENSES	173,275.04	178,850.53	181,028.02	129,075.79	132,367.38	195,989.00	63,621.62	213,152.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

PARKS FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>ICE PARK EXPENSES</u>								
OPERATING MAINTENANCE:								
50-58-7700 ICE PARK EXPENSES	.00	2,848.00	10,200.00	10,100.00	670.00	.00	670.00-	.00
TOTAL OPERATING MAINTENANCE	.00	2,848.00	10,200.00	10,100.00	670.00	.00	670.00-	.00
TOTAL ICE PARK EXPENSES	.00	2,848.00	10,200.00	10,100.00	670.00	.00	670.00-	.00
TOTAL FUND EXPENDITURES	2,447,403.23	2,493,429.78	1,807,721.64	1,221,481.13	1,574,363.02	2,140,754.00	566,390.98	2,227,931.00
NET REVENUE OVER EXPENDITURES	77,305.98-	244,933.42	502,589.27-	255,496.52-	604,712.82	300,784.00-	905,496.82-	2,567,036.84-

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

POOL RENOVATION FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>PROJECT REVENUES</u>								
55-40-4050 GRANTS/DONATIONS	175,281.00	.00	.00	.00	.00	.00	.00	0
TOTAL PROJECT REVENUES	175,281.00	.00	.00	.00	.00	.00	.00	0
TOTAL FUND REVENUE	175,281.00	.00	.00	.00	.00	.00	.00	0



CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

POOL RENOVATION FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>PROJECT EXPENDITURES</u>								
CAPITAL EXPENDITURES:								
55-50-8250 CAPITAL IMPROVEMENTS	205,114.02	301,024.56	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL EXPENDITURES	205,114.02	301,024.56	.00	.00	.00	.00	.00	.00
TOTAL PROJECT EXPENDITURES	205,114.02	301,024.56	.00	.00	.00	.00	.00	.00
TOTAL FUND EXPENDITURES	205,114.02	301,024.56	.00	.00	.00	.00	.00	.00
NET REVENUE OVER EXPENDITURES	29,833.02-	301,024.56-	.00	.00	.00	.00	.00	.00

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

TOURISM FUND

		PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
	<u>REVENUE</u>								
60-40-4000	LODGING OCCUPATION TAX	246,260.38	415,882.44	443,754.42	296,925.82	458,080.08	333,774.00	( 124,306.08)	124
60-40-4050	DONATIONS	.00	.00	265.48	240.23	543.00	.00	( 543.00)	543
	TOTAL REVENUE	246,260.38	415,882.44	444,019.90	297,166.05	458,623.08	333,774.00	( 124,849.08)	124
	TOTAL FUND REVENUE	246,260.38	415,882.44	444,019.90	297,166.05	458,623.08	333,774.00	( 124,849.08)	124

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

TOURISM FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>TOURISM EXPENSES</u>								
SALARIES AND WAGES:								
60-50-5655 VC WAGES	.00	.00	.00	.00	15,064.58	.00	15,064.58-	35,000.00
TOTAL SALARIES AND WAGES	.00	.00	.00	.00	15,064.58	.00	15,064.58-	35,000.00
TAXES & BENEFITS:								
60-50-5800 FICA	.00	.00	.00	.00	1,152.45	.00	1,152.45-	2,676.00
60-50-5810 UNEMPLOYMENT	.00	.00	.00	.00	45.21	.00	45.21-	105.00
TOTAL TAXES & BENEFITS	.00	.00	.00	.00	1,197.66	.00	1,197.66-	2,781.00
OVERHEAD:								
60-50-6010 TELEPHONE / COMMUNICATIONS	.00	.00	.00	.00	230.43	.00	230.43-	400.00
TOTAL OVERHEAD	.00	.00	.00	.00	230.43	.00	230.43-	400.00
OPERATING MAINTENANCE:								
60-50-7004 IT CONTRACT LABOR	.00	.00	.00	.00	80.00	.00	80.00-	80.00
60-50-7025 LEGAL FEES	.00	.00	680.00	.00	380.00	.00	380.00-	380.00
60-50-7104 IT SUPPLIES	.00	.00	.00	.00	28.04	.00	28.04-	30.00
60-50-7700 MARKETING EXPENSE	210,833.00	381,965.63	156,791.14	99,718.05	66,936.02	148,055.00	81,118.98	120,000.00
60-50-7701 PROMOTIONAL ACTIVITIES	8,000.00	8,000.00	.00	.00	27,898.24	10,000.00	17,898.24-	27,813.00
60-50-7702 FIREWORKS	.00	.00	.00	.00	21,999.32	25,000.00	3,000.68	21,999.00
60-50-7703 ALPINE RANGER PROGRAM	.00	.00	.00	.00	5,000.00	5,000.00	.00	5,000.00
60-50-7720 VISITOR CENTER OPERATIONS	.00	25,555.37	46,376.57	42,063.15	15,468.86	50,000.00	34,531.14	21,200.00
60-50-7721 VISITOR CENTER MAINTENANCE	.00	.00	278.19	171.19	35,439.29	2,000.00	33,439.29-	41,652.00
60-50-7740 WAY-FINDING PROJECT	.00	.00	.00	.00	353.12	30,000.00	29,646.88	30,000.00
60-50-7862 VC HIRING COSTS	.00	.00	.00	.00	308.25	.00	308.25-	400.00
TOTAL OPERATING MAINTENANCE	218,833.00	415,521.00	204,125.90	141,952.39	173,891.14	270,055.00	96,163.86	268,554.00
CAPITAL EXPENDITURES:								
60-50-8104 IT INVENTORIED EQUIPMENT	.00	.00	.00	.00	1,397.82	.00	1,397.82-	1,398.00
TOTAL CAPITAL EXPENDITURES	.00	.00	.00	.00	1,397.82	.00	1,397.82-	1,398.00

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

TOURISM FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
TOTAL TOURISM EXPENSES	218,833.00	415,521.00	204,125.90	141,952.39	191,781.63	270,055.00	78,273.37	308,133.00
TOTAL FUND EXPENDITURES	218,833.00	415,521.00	204,125.90	141,952.39	191,781.63	270,055.00	78,273.37	308,133.00
NET REVENUE OVER EXPENDITURES	27,427.38	361.44	239,894.00	155,213.66	266,841.45	63,719.00	203,122.45-	432,982.08-

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

BEAUTIFICATION FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>TAXES &amp; INTEREST</u>								
65-40-4000 LODGING OCCUPATION TAX BC	33,696.14	56,847.93	60,657.09	40,586.98	62,615.27	35,000.00	( 27,615.27)	276
65-40-4340 INTEREST INCOME	310.18	1,451.40	842.06	756.08	115.58	950.00	834.42	834
TOTAL TAXES & INTEREST	34,006.32	58,299.33	61,499.15	41,343.06	62,730.85	35,950.00	( 26,780.85)	267
<u>GRANTS/DONATIONS</u>								
65-41-4344 MISC. DONATIONS	1,260.20	.00	.00	.00	.00	.00	.00	0
65-41-4346 FLOWER POT DONATIONS	3,895.46	3,007.00	2,295.00	2,185.00	3,146.00	3,550.00	404.00	404
TOTAL GRANTS/DONATIONS	5,155.66	3,007.00	2,295.00	2,185.00	3,146.00	3,550.00	404.00	404
TOTAL FUND REVENUE	39,161.98	61,306.33	63,794.15	43,528.06	65,876.85	39,500.00	( 26,376.85)	263

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

BEAUTIFICATION FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>BEAUTIFICATION EXPENSES</u>								
OPERATING MAINTENANCE:								
65-50-7700 GENERAL EXPENSES	552.32	878.87	501.32	490.32	529.10	14,000.00	13,470.90	1,000.00
65-50-7720 SEASONAL DECORATIONS	765.72	1,222.01	1,091.84	.00	218.24	4,000.00	3,781.76	500.00
65-50-7740 PLANTERS AND FLOWERS	6,877.75	7,079.43	7,503.73	7,503.73	15,132.99	8,300.00	6,832.99-	15,133.00
65-50-7750 CLEAN & GREEN	.00	.00	.00	.00	1,500.00	.00	1,500.00-	1,500.00
65-50-7790 TRANSFER TO GENERAL FUND	54,288.85	25,851.24	42,156.99	.00	935.00	43,595.00	42,660.00	45,000.00
TOTAL OPERATING MAINTENANCE	62,484.64	35,031.55	51,253.88	7,994.05	18,315.33	69,895.00	51,579.67	63,133.00
TOTAL BEAUTIFICATION EXPENSES	62,484.64	35,031.55	51,253.88	7,994.05	18,315.33	69,895.00	51,579.67	63,133.00
TOTAL FUND EXPENDITURES	62,484.64	35,031.55	51,253.88	7,994.05	18,315.33	69,895.00	51,579.67	63,133.00
NET REVENUE OVER EXPENDITURES	23,322.66-	26,274.78	12,540.27	35,534.01	47,561.52	30,395.00-	77,956.52-	89,509.85-

CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

CONSERVATION TRUST FUND

		PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
<u>STATE REVENUE &amp; INTEREST</u>									
70-40-4100	STATE ENTITLEMENT	10,348.11	11,845.63	10,533.65	7,796.08	9,510.62	9,500.00	( 10.62)	10.
70-40-4340	INTEREST INCOME	344.33	1,928.58	1,039.29	929.34	130.46	800.00	669.54	669
	TOTAL STATE REVENUE & INTEREST	10,692.44	13,774.21	11,572.94	8,725.42	9,641.08	10,300.00	658.92	658
	TOTAL FUND REVENUE	10,692.44	13,774.21	11,572.94	8,725.42	9,641.08	10,300.00	658.92	658

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

CONSERVATION TRUST FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>CONSERVATION TRUST EXPENSES</u>								
CAPITAL EXPENDITURES:								
70-50-8250 CAPITAL PROJECTS	.00	.00	.00	.00	.00	85,000.00	85,000.00	125,000.00
TOTAL CAPITAL EXPENDITURES	.00	.00	.00	.00	.00	85,000.00	85,000.00	125,000.00
TOTAL CONSERVATION TRUST EXPENSES	.00	.00	.00	.00	.00	85,000.00	85,000.00	125,000.00
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	.00	85,000.00	85,000.00	125,000.00
NET REVENUE OVER EXPENDITURES	10,692.44	13,774.21	11,572.94	8,725.42	9,641.08	74,700.00-	84,341.08-	124,341.08-



CITY OF OURAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

FIREMEN'S PENSION FUND

		PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PYTD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	
	<u>CONTRIBUTIONS &amp; EARNINGS</u>								
80-40-4030	CONTRIBUTIONS	33,756.00	34,200.00	20,027.00	.00	36,069.00	39,100.00	3,031.00	303
80-40-4040	INVESTMENT INCOME	5,642.90-	101,107.53	93,517.48	60,203.75-	89,754.21	30,000.00	( 59,754.21)	597
	TOTAL CONTRIBUTIONS & EARNINGS	28,113.10	135,307.53	113,544.48	60,203.75-	125,823.21	69,100.00	( 56,723.21)	567
	TOTAL FUND REVENUE	28,113.10	135,307.53	113,544.48	60,203.75-	125,823.21	69,100.00	( 56,723.21)	567

CITY OF OURAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

FIREMEN'S PENSION FUND

	PY 3 AUDITED	PY 2 AUDITED	PY ACTUAL	PTYD ACTUAL	CYTD ACTUAL	CY BUDGET	VARIANCE	CY ESTIMATE
<u>FIREMEN'S PENSION EXPENSES</u>								
OVERHEAD:								
80-50-6000 FEES	16,445.66	17,022.38	13,355.22	2,590.56	10,847.46	17,000.00	6,152.54	15,000.00
80-50-6010 BENEFITS	23,094.00	21,843.00	20,844.00	5,292.00	15,795.00	29,000.00	13,205.00	22,000.00
TOTAL OVERHEAD	39,539.66	38,865.38	34,199.22	7,882.56	26,642.46	46,000.00	19,357.54	37,000.00
TOTAL FIREMEN'S PENSION EXPENSES	39,539.66	38,865.38	34,199.22	7,882.56	26,642.46	46,000.00	19,357.54	37,000.00
TOTAL FUND EXPENDITURES	39,539.66	38,865.38	34,199.22	7,882.56	26,642.46	46,000.00	19,357.54	37,000.00
NET REVENUE OVER EXPENDITURES	11,426.56-	96,442.15	79,345.26	68,086.31-	99,180.75	23,100.00	76,080.75-	93,723.21-

**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 RECOMENDING 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 and the city at-large.

**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-five~~ (53) and a maximum of ~~seven-nine~~ (97) members to the Tourism Advisory Committee

~~-(TAC) for three (3) year staggered terms, along with a non-voting, city council liaison. The~~The committee ~~shall not have~~shall not have an even ~~n~~number of members, not including the council liaison.~~number of members.~~

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~~ of s-a business located ~~in the area served~~within the ~~by the~~ city.

~~-To~~ To achieve diversity, the committee be comprised of three members representing the community-at-large members and one each member representing shall represent each s-a certain segment of the City of Ouray tourism economy, being:  
~~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~~ shall be to:

~~1. p-limited to make suggestions on~~ propose suggested expenditures of those how the portions of the Lodging  
-Occupation

Tax dedicated to the -the Tour Tourism\_-Fund ~~should be expended in any given year,-~~

2. provide research, recommendations, and long-term planning concerning destination marketing, management and development initiatives designed to attract visitors to the city and then to enhance the experience, and

3. provide recommendations concerning any other tourism related project, as directed by City Council.

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~~ 1st day of ~~October~~ November 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. 83 (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

**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 RECOMENDING 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.
- 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



**ORDINANCE NO. 9 (SERIES 2021)**

**AN ORDINANCE OF THE CITY OF OURAY, COLORADO, ADDING A NEW SECTION 3-18 OF THE OURAY MUNICIPAL CODE REQUIRING BUSINESS REGISTRATION FOR ANY BUSINESS OPERATING WITHIN THE CITY OF OURAY; WITH FEES AND PENALTY PROVISIONS.**

**WHEREAS** City Council finds it necessary to establish a business registry to aid local first responders to easily contact businesses in the event of a medical emergency, fire, or other disasters.

**WHEREAS** City Council finds a business registry would aid local law enforcement to communicate any safety concerns more easily to businesses.

**WHEREAS** City Council finds that establishing a business registry will assist the City through the CEDC to move from an affiliate to candidate status within the Colorado Main Streets program by providing a business inventory detailing the composition of Ouray's business community.

**WHEREAS** City Council has authority to act by ordinance pursuant to the City of Ouray Home Rule Charter, Article 3.5.

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

**SECTION 1.**

Chapter 3 of the Ouray Municipal Code is amended by adding a new Section 3-18 Business Registration, as follows:

**3-18 Business Registration**

**A. Business Registration**

Business registration within the City of Ouray is necessary and it is unlawful to maintain, operate or conduct any business or engage in any activity or occupation within the City of Ouray without registering such business, activity, or occupation. All business registration shall be regulated as a license or permit pursuant to Section 3-5 and 3-9 of this code.

**B. Application and Issuance**

A business registration application and fee must be submitted to the city clerk. The fee shall be set by resolution of City Council, as amended. There shall be no

proration of any fees. The fee shall be waived for churches, non-profit, corporations, or other charities, so long as the entity has non-profit status.

C. Inspection, Proof of Insurance, Posting of License.

The business registration shall issue with no requirement for an inspection, proof of insurance or any other documentation. There shall be no requirement that the registration be posted within a business.

D. Record of Registration

The city clerk shall keep a record of all registrations, setting forth the name of every business, the place of business is located, if any, and the type of business, and contact information.

E. Renewals

Whenever any application and registration fee are not received on or before May 31<sup>st</sup> of each year, and the registrant continues to engage in the business or activity for which a registration is required, a penalty of two times the yearly registration fee shall be collected.

**SECTION 2: EFFECTIVE DATE.**

The provisions of this Ordinance shall become effective pursuant to City of Ouray Home Rule Charter, 3.5 which is thirty days after publishing following the second reading.

**SECTION 3: SEVERABILITY**

Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.

**SECTION 4: SAFETY CLAUSE**

The City Council hereby finds, determines, and declares that this Ordinance is promulgated pursuant to the City's home rule authority and under the general police power of the City of Ouray and that it is promulgated for the protection of the health, safety, and welfare of the citizens of the City of Ouray. The City Council further determines that this Ordinance bears a rational relationship to the legislation proposed hereof.

**INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED  
PUBLISHED** on first reading by \_\_\_\_\_ vote of the Ouray City Council this 1<sup>st</sup> day of November  
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 November 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. 09 (Series No. 2021), was introduced, read, and passed by the Ouray City Council on first reading on November \_\_, 2021. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on \_\_\_\_\_, 2021, and thereafter introduced, read, and adopted by the Ouray City Council on \_\_\_\_\_, 2021, and thereafter published in the *Ouray County Plaindealer*, as required by law.

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

## **ORDINANCE NO. 10 (Series No. 2021)**

### **AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING WATER, SEWER, REFUSE, AND RECYCLING RATES FOR 2022**

**WHEREAS**, the City of Ouray (City) finds it necessary to increase the water base rate, water system upgrade surcharge, sewer base rate, waste water treatment surcharge, refuse base rate, recycling base rate, and Refuse Service Fee for 2022; and

**WHEREAS**, the water debt surcharge and water and sewer service fees will not increase.

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

#### **SECTION 1:**

Chapter 9, Section 10, Subsection C, paragraphs 1 through 6 of the Code of the City of Ouray, Colorado, are repealed and replaced as follows:

1. Water Base Rate is \$33.98 per month per EQR.
2. Sewer Base Rate is \$53.90 per month per EQR.
3. Yearly Service Fees for Water and Sewer are \$1.50 each.
5. Water System Upgrade Surcharge is \$20.00 per month per EQR.
6. Wastewater Treatment Surcharge is \$34.00 per month per EQR.

#### **SECTION 2:**

Chapter 12, Section 3, Subsection A, paragraphs 2, 3, and 4 of the Code of the City of Ouray, Colorado, are repealed and replaced as follows:

2. Refuse Base Rate is \$22.50 per month.
3. Recycling Base Rate is \$9.18 per month.
4. Refuse Service Fee is \$2.00 per month.

#### **SECTION 3: Effective Date**

The provisions of this Ordinance shall become effective on January 1, 2022.

#### **SECTION 4: Savings Clause**

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

#### **SECTION 5: 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 \_\_\_\_ day  
of \_\_\_\_\_, 2021.

CITY OF OURAY, COLORADO

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

ATTEST:

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

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

CITY OF OURAY, COLORADO

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

ATTEST:

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

#### **CERTIFICATE OF ATTESTATION**

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 10  
(Series No. 2021), was introduced, read, passed on first reading on \_\_\_\_\_,  
2021. The Ordinance was published, by title and 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

### **Proposed 2022 Utility Rate Changes**

<b>Line Item</b>	<b>GL#</b>	<b>2021 Rate</b>	<b>2022 Rate</b>	<b>Notes</b>
Water EQR	20-40-4050	32.05	33.98	+6%
Water Debt - SC Base	20-40-4057	0.00	0.00	
Water Debt SC - Water Tank	20-40-4059	1.87	1.87	
Water System Upgrades	28-40-4320	14.00	20.00	Water Meters & Water Treatment Plant
Sewer EQR	23-40-4050	50.84	53.90	+6%
WWTP	28-41-4330	24.13	34.00	Project
Refuse	25-40-4040	21.74	22.50	3.5% Increase from WM
Recycling	25-41-4040	8.87	9.18	3.5% per month Increase from WM
Refuse/Recycle SC	25-40-4060	1.50	2.00	Increased need for administrative work
Water SC	20-40-4060	1.50	1.50	
Sewer SC	23-40-4060	1.50	1.50	
		<b>158.00</b>	<b>180.43</b>	

## Silas Clarke

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**From:** Gregory Hall <gregoryhall1969@gmail.com>  
**Sent:** Thursday, October 7, 2021 3:42 PM  
**To:** Silas Clarke  
**Cc:** Lily Oswald  
**Subject:** Re: Silver Shield PUD Request

Mr. Clarke:

My name is Greg Hall. 14 months ago my wife, Kathy, and I purchased Lot 36 - 1690 Oak St., Ouray, part of the Silver Shield PUD. Several months ago we started investigating a request that the "Affordable Housing" notation as per "Reception #197524 be removed from the affected properties (see list below). Some weeks ago, we submitted a written request to Ms. Lily Oswald per her instructions that included the signatures of all the owners affected (again, see list below.). She has been a great help to us and advised us that she forwarded the correspondence to your City Attorney and will keep us apprised of the progress.

We respectfully ask that you and the City Attorney consider the following:

- At least half of the six lots have homes already built;
- There is no HOA to administer/police the requirement;
- The owners of ALL six of the lots affected are requesting the removal of said requirement;
- The requirements of the "Reception" are no longer valid due to cost of living, price of building materials, etc.;
- My wife and I are retired, 70yrs old and are very much looking forward to becoming Ouray residents. We are, I'm afraid, a bit impatient for obvious reasons.

We have NO desire to put up a "McMansion" or anything out of character for Ouray or the surrounding neighborhood. We only want to build our "retirement" home, something we can easily maintain as we spend our years there.

We would greatly appreciate ANY help in expediting this process. We had hoped to be started on construction by now but do not wish to start anything until this "Affordable Housing" tag is settled.

Thanks for your time and consideration.

Sincerely, Greg and Kathy Hall

Parcel #	Address	Legal Description	Owner(s)
451725112034	1670 Oak Street, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 34 S: 25 T: 44 R: 8	DEMUTH & FEESER LLC
451725112035	1680 Oak Street, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 35 S: 25 T: 44 R: 8	WANAKAH ESTATES LLC
451725112036	1690 Oak Street, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 36 S: 25 T: 44 R: 8	HALL GREGORY WILLIAM
451725112046	1695 Hinkson Terrace, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 46 S: 25 T: 44 R: 8	SCOTT CHARLES F

451725112047	1681 Hinkson Terrace, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 47 S: 25 T: 44 R: 8	WANAKAH ESTATES LLC
451725112048	1671 Hinkson Terrace, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 48 S: 25 T: 44 R: 8	GIEN JASON



Shirley and Jason Gien  
5121 S. Ironton Way  
Greenwood Village, CO 80111  
August 2, 2021

Lily Oswald  
Community Development Coordinator  
City of Ouray  
320 6<sup>th</sup> Avenue  
PO Box 468  
Ouray, Colorado 81427


Re: Elimination of "Affordable Housing" requirements for Lots 34,35,36,46,47 and 48, Silver Shield PUD

Ms. Oswald,

The undersigned are in agreement in requesting removal of the herein described/referenced lots from "Affordable Housing" requirements. The restrictions come, apparently, from Reception #197524: "Agreement Between The City of Ouray, Colorado and Wanakah Ltd. Partnership Concerning the Development of the Silver Shield Planned Unit Development, Recitals para. 3", separating Lots 34, 35, 36, 46, 47 and 48 as "Affordable Housing". The current economic climate causes the restrictions to be obsolete. It also creates an undue difficulty in the resale of said property as the restrictions are "red flags" that come up during title/deed research.

The owners of the lots (bearing the legal descriptions below) in the Silver Shield PUD Development respectfully request that these lots be deleted/removed from the "Affordable Housing" restrictions as set forth in Reception #197524 of April 7, 2008. We further request that the affected titles/deeds be cleared as well.

As per the following descriptions:

Parcel #	Address	Legal Description	Owner(s)
451725112034	1670 Oak Street, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 34 S: 25 T: 44 R: 8	DEMUTH & FEESER LLC
451725112035	1680 Oak Street, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 35 S: 25 T: 44 R: 8	WANAKAH ESTATES LLC
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451725112048	1671 Hinkson Terrace, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 48 S: 25 T: 44 R: 8	GIEN JASON 

Thank you very much for your time and consideration.

We look forward to the progress of this request.

Sincerely:

1. Parcel 451725112034, for Demuth & Feeser LLC.:

Eric Demuth \_\_\_\_\_ Date \_\_\_\_\_

Michael Feeser \_\_\_\_\_ Date \_\_\_\_\_

2. Parcels 451725112035 and 451725112047, for Wanakah Estates LLC.:

Craig E. Hinkson \_\_\_\_\_ Date \_\_\_\_\_

3. Parcel 451725112036:

Gregory William Hall \_\_\_\_\_ Date \_\_\_\_\_

Kathleen M. Hall \_\_\_\_\_ Date \_\_\_\_\_

4. Parcel 451725112046:

Charles F. Scott \_\_\_\_\_ Date \_\_\_\_\_

5. Parcel 451725112048:

Jason Gien  \_\_\_\_\_ Date 8/2/2021

Shirley Gien  \_\_\_\_\_ Date 8/2/2021

Gregory and Kathleen Hall  
332 Montgomery Circle  
Stephens City, VA 22655  
July 20, 2021

Lily Oswald  
Community Development Coordinator  
City of Ouray  
320 6<sup>th</sup> Avenue  
PO Box 468  
Ouray, Colorado 81427

Re: Elimination of "Affordable Housing" requirements for Lots 34,35,36,46,47 and 48, Silver Shield PUD

Ms. Oswald,

The undersigned are in agreement in requesting removal of the herein described/referenced lots from "Affordable Housing" requirements. The restrictions come, apparently, from Reception #197524: "Agreement Between The City of Ouray, Colorado and Wanakah Ltd. Partnership Concerning the Development of the Silver Shield Planned Unit Development, Recitals para. 3", separating Lots 34, 35, 36, 46, 47 and 48 as "Affordable Housing". The current economic climate causes the restrictions to be obsolete. It also creates an undue difficulty in the resale of said property as the restrictions are "red flags" that come up during title/deed research.

The owners of the lots (bearing the legal descriptions below) in the Silver Shield PUD Development respectfully request that these lots be deleted/removed from the "Affordable Housing" restrictions as set forth in Reception #197524 of April 7, 2008. We further request that the affected titles/deeds be cleared as well.

As per the following descriptions:

Parcel #	Address	Legal Description	Owner(s)
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451725112048	1671 Hinkson Terrace, Ouray, Colorado, 81427	Subd: SILVER SHIELD PUD Unit: 48 S: 25 T: 44 R: 8	GIEN JASON

Thank you very much for your time and consideration.

We look forward to the progress of this request.

Sincerely:

1. Parcel 451725112034, for Demuth & Feeser LLC.:

Eric Demuth  Date 7/30/21


Michael Feeser \_\_\_\_\_ Date \_\_\_\_\_

2. Parcels 451725112035 and 451725112047, for Wapakani Estates LLC.:

Craig E. Hinkson  Date 8/2/21

3. Parcel 451725112036:

Gregory William Hall  Date 7/20/21

Kathleen M. Hall  Date 7/20/21

4. Parcel 451725112046:

Charles F. Scott  Date 7-30-21

5. Parcel 451725112048:

Jason Gien \_\_\_\_\_ Date \_\_\_\_\_

Shirley Gien \_\_\_\_\_ Date \_\_\_\_\_

C-2

C-2

Uncompahgre River

Silver Shield Trail

Oak Street

[Uncompahgre ROW]

Hinkson Terrace

R-2

R-2

R-2

Lot 40

Lot 39

Lot 43

Lot 38

Lot 44

Lot 37

Lot 45

Lot 36

Lot 46

Lot 35

Lot 47

Lot 34

Lot 48

Lot 33

Lot 49

Lot 32

Lot 50



Silver Shield PUD



Lots with "Affordable Housing" Requirements

RECEPTION#: 197524, 04/17/2008 at 12:46:39 PM, 1 OF 44 PAGES, Total Fees:  
\$221.00 MICHELLE NAUER, OURAY COUNTY, CO. CLERK & RECORDER

**AGREEMENT BETWEEN THE CITY OF OURAY, COLORADO  
AND WANAKAH LTD. PARTNERSHIP  
CONCERNING THE DEVELOPMENT OF THE  
SILVER SHIELD PLANNED UNIT DEVELOPMENT**

**THIS AGREEMENT** made and entered into this 7<sup>th</sup> day of April 2008, by and between the **CITY OF OURAY, COLORADO**, A Colorado Municipal Corporation (hereinafter "Ouray"), and **WANAKAH LTD. PARTNERSHIP**, a Colorado partnership (hereinafter "Wanakah"), **WITNESSETH:**

**RECITALS**

1. Wanakah has submitted an application for approval of the Silver Shield Planned Unit Development being a part of Wanakah Estates Subdivision, Filing No.5, located in Ouray County, Colorado (hereinafter "Silver Shield PUD").

2. Wanakah, in its application, sought and received an increase in density for the Silver Shield PUD for the purpose of providing affordable housing for year around residents, as authorized in Section 7-5, "Planned Unit Developments (PUD)" of the "Code of the City of Ouray, Colorado."

3. Wanakah has received preliminary plat approval from the City of Ouray Planning and Zoning Commission conditioned, among other things, upon the development and sale of six (6) affordable single family housing units on Lots 34, 35, 36, 46, 47 and 48, Silver Shield PUD.

4. Wanakah and the City wish to enter into this agreement to guaranty the development and sale of the Affordable Housing Units under the terms and conditions agreed to by Wanakah and the City

**NOW THEREFORE**, in consideration of their mutual covenants and the benefits to be received by each of them, the Parties hereto agree as follows:

**I. THE OBLIGATIONS OF WANAKAH**

Wanakah agrees, conditioned upon compliance by the City of its obligations under this agreement, to do each of the following:

A. Wanakah shall construct, offer for sale, and sell to Qualified Purchasers six (6) single family homes located on Lots 34, 35, 36, 46, 47 and 48, Silver Shield PUD (hereinafter the "Affordable Housing Units" or "Units"). "Qualified "Purchasers" shall be those persons meeting the requirements established in the final form of Deed Restriction and Guidelines attached hereto as Exhibits A and B, as applicable. Each Affordable Housing Unit shall be available for occupancy (except for landscaping) no later than



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ninety (90) days (excluding the winter months of November through March when no construction may occur) after the City shall have presented to Wanakah a purchaser(s) for such Unit whom the City has certified is a Qualified Purchaser and who, in addition, has a pre-approval letter for conventional financing from an institutional lender and has entered into a standard purchase and sale agreement and construction contract for the Unit.

B. The City, or any housing authority it forms or any housing authority to which it is a party or participant, may purchase any of the Affordable Housing Units under the same terms and conditions established herein for purchase by Qualified Purchasers upon entering into a purchase and sale and construction contract for the same.

C. Each of the Affordable Housing Units shall be a single family residence meeting the specifications of, and following one of the floor plans contained in, Exhibit C and shall sell for the following "not to exceed" prices:

One 1000 square foot single family two bedroom residence for a price not to exceed \$233,100.

Two 1008 square foot single family two bedroom residences for a price not to exceed \$234,900.

Two 1152 square foot single family two bedroom residences for a price not to exceed \$259,900.

The sixth unit will be one of the above to be determined in the future based on demand. The "not to exceed" prices are firm for all Units for which construction has commenced prior to December 31, 2007. After that, the above prices shall be increased as follows

(1) for demonstrated increases in the costs of labor and materials upon evidence of such increases being presented to, and receipt of written approval from, the City Administrator of the City of Ouray, prior to the execution of the purchase and sale contract; and

(2) for increased land value for any Units not sold within five (5) years from the date of this Agreement, by the percentage increase (if any) in the Consumer Price Index, All Items, the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (Index Base Period 1982-84=100) (CPI-U) (or its successor index, published by the U.S. Department of Labor, Bureau of Labor Statistics) between the date of this Agreement and the date of execution of a purchase and sale contract, based on an agreed to present land value of \$95,000.00 per Unit.

D. In order to preserve both the initial and long term affordability of the Affordable Housing Units, Wanakah acting as the Declarant of a common interest community created under the Colorado Common Interest Ownership Act, C.R.S. Section 38-33.3-101 et seq. ("CCIOA") shall, for assessment purposes only, create two tiers for assessment (annual and special) for common expenses. One tier shall be for the Affordable Housing Units. The declaration of the common interest community shall contain the formula for determining the assessments for the Affordable Housing Units,





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which shall be subject to review and approval of the City of Ouray prior to recordation with the Ouray County Clerk and Recorder. The formula used shall be at the discretion of Wanakah provided that it is designed to assure that such assessments do not adversely affect the permanent affordability of the Affordable Housing Units.

E. In accordance with Section 38-33.3-205 (1)(I) of CCIOA, those portions of the declaration and covenants necessary to accomplish the restrictions and classifications for assessments and to state the restrictions necessary for the Affordable Housing Units, including, without limitation, buyer income limitations, marketing to and selection of eligible buyers, sale price limitations, owners occupancy and rental limitations, shall be subject to approval by the City, and may not be amended at any time without the approval of the City; provided, however that all such provisions shall be consistent with the requirements of CCIOA.

F. Wanakah shall (in cooperation with the City) ensure the execution and recordation of the final form of Deed Restriction (prepared by the City) by each Qualified Purchaser at the time of closing for each of the Affordable Housing Units. The Deed Restriction shall be recorded in the property records of the Ouray County Clerk and Recorder subsequent to the deed conveying title to the Qualified Purchaser, and prior to the first (purchase money) deed of trust. The original Deed Restriction shall be returned to the City after recordation. Subsequent to each closing Wanakah shall provide to the City a copy of the Title Policy issued for each Affordable Housing Unit showing the Deed Restriction as an exception.

G. In the event that Wanakah shall have entered into a purchase and sale and construction contract with a Qualified Purchaser pursuant to Section I A above, and the Qualified Purchaser shall fail to complete the purchase, though no fault of Wanaka, then the City agrees that, unless the City or housing authority shall purchase the Unit under the same terms provided for in this Development Agreement, the Unit may be sold or otherwise transferred by Wanakah free and clear of the terms and conditions of Sections I A through I F of this Development Agreement.

H. In the event that Wanakah shall, in good faith, continue to offer to sell any unsold Affordable Housing Units under the terms and conditions specified in this Development Agreement, and it shall, for an initial period of sixty (60) consecutive months, and, after said initial period, during each eighteen (18) consecutive months period thereafter, receive no offers to purchase the same from Qualified Purchasers, or the City or a housing authority, then, with respect to all unsold Affordable Housing Units the provisions of Sections I A through I F of this Development Agreement shall be null, void and of no further force and effect and Wanakah may sell or otherwise transfer all of the unsold Affordable Housing Units free and clear of said provisions.

I. Wanakah, simultaneously with the recordation of a final plat (in any lot configuration) for, or commencement of development of, whichever shall first occur, the real property described in the "Option to Purchase Granted by Wanakah Ltd. Partnership





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to the City of Ouray, Colorado," a copy of which is attached hereto as Exhibit D, shall execute and record said Option to Purchase for the benefit of the City.

## **II. THE OBLIGATIONS OF THE CITY**

The City agrees, conditioned upon compliance by Wanakah of its obligations under this agreement, to do each of the following:

A. Provided that Wanakah shall have satisfied all procedural requirements and other conditions imposed thereon, the City agrees to grant final approval of the Silver Shield Planned Unit development.

B. Incident to such approval, the City agrees to waive any Investment and Building Permit Fees attributable to the development of Affordable Housing Units on Lots 34, 35, 36, 46, 47 and 48, Silver Shield Planned Unit Development, except for any Units released from Sections I A through I F pursuant to Sections I G and H of this Agreement.

C. The City agrees to adopt, by ordinance, prohibitions against over night parking on the following public rights of way: the east and west sides of North Oak Street between Silver Shield Trail and Wanakah Place; the north and south sides of Silver Shield Trail; and both sides of Hinkson Terrace between Silver Shield Trail and Wanakah Place. The ordinance may be limited to complaint based enforcement.

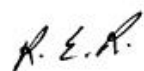
D. The City agrees to, on or before October 31, 2007, establish, or participate in the establishment of, a municipal or multijurisdictional housing authority, meeting all statutory requirements, and including within its jurisdiction, at a minimum, the City of Ouray, Colorado, for the purpose, among other things, of qualifying purchasers for the Affordable Housing Units and enforcing adopted Deed Restrictions.

E. The City agrees to adopt, prior to the date of availability for purchase and sale of the Affordable Housing Units, each of the following:

- (1) A form of Deed Restriction substantially in the form of Exhibit A.
- (2) Guidelines substantially in the form of Exhibit B.
- (3) Procedures for qualifying prospective purchasers in conformance with the Guidelines.

F. The reference in Section II E to Exhibits A and B, notwithstanding, it is understood and agreed to by Wanakah that the City, itself or by or through a housing authority, may, from time to time, amend the Guidelines and/or Deed Restriction to reflect then current housing needs, provided that such amendments, unless Wanakah agrees otherwise, shall at a minimum, continue to require:

- (1) That the Affordable Housing Units be occupied as a primary





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residence.

(2) That priority be given to employees of the City of Ouray and the Ouray County R-1 School District; provided, however, that such employees will not be deemed disqualified to occupy the unit if they, after leaving public service, remain full time employees (minimum 1400 hours per year) in Ouray County.

(3) That one household member be a full time (minimum 1400 hours per year) employee in Ouray County.

(4) Price caps on resale of the units.

(5) That household members have no ownership interest in (or are required to dispose of) any other residential real property.

### **III. ASSIGNMENT OF RIGHTS IN THE EVENT OF ABANDONMENT OF THE SILVER SHIELD AFFORDABLE HOUSING PROGRAM**

In the event that the City, or its housing authority or any housing authority to which it is a party or participant or the successor or designee of the City or such housing authority, to which the City has assigned its rights under this Agreement, shall abandon any and all rights to implement and enforce the Guidelines (as originally adopted or as subsequently amended) and shall abandon any and all rights to apply, implement and enforce the Deed Restrictions (as originally adopted or subsequently amended), as the same apply to all of the Affordable Housing Units, the City (or said housing authority, successor or designee) agrees to assign and convey to Wanakah, on its request, any and all rights the City, authority, successor or designee has in the Affordable Housing Units by reason of the Guidelines and /or any Deed Restrictions of record.

### **IV. GENERAL PROVISIONS**

A. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as a waiver of a subsequent breach of this same term.

B. If any of the terms of this Agreement shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions (b) the rule restricting restraint on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provisions shall continue only for the period of the lives of the current duly elected members of the City Council for the City of Ouray, Colorado, their now living descendants, if any, and the survivor of them, plus twenty one (21) years.

C. The laws of the State of Colorado shall govern the construction and



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enforcement of this Agreement.

D. This Agreement shall be a burden upon and run with the property for the benefit of the parties hereto, their successors and assigns who may enforce this Agreement and compel compliance herewith through the initiation of judicial proceedings for, but not limited to, specific performance, injunctive relief, and damages. Reasonable attorneys fees and costs shall be awarded to the successful party in any litigation instituted to enforce the provisions of this Agreement.

E. Any notices, demands or requests given under this Agreement shall be in writing and shall be deemed properly given if deposited in the United States Mail, postage prepaid, and addressed as follows:

To the City of Ouray, Colorado:

City Administrator  
City of Ouray  
Post Office Box 468  
Ouray, CO 81427

To Wanakah Ltd. Partnership:

Wanakah Ltd. Partnership  
Post Office Box 1817  
Ouray, CO 81427

F. Any modifications of this Agreement shall be effective only if in writing executed by both parties hereto.

G. None of the rights or benefits of either party may be assigned, nor may any of the obligations of either party be delegated, without the express written consent of the other provided, however, that the City may assign and/or delegate its rights and/or obligations under this Agreement to a housing authority it forms or any housing authority to which it is a party or participant, or the successor to or assigns or designee of the City or such housing authority.

H. The parties agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered into in connection herewith.

I. Wanakah certifies that it has the full right, power and authority to and has taken all requisite actions to enter into this Agreement and carry out the obligations required to be performed by Wanakah.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year above first noted.





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THE CITY OF OURAY, COLORADO

By R.E. Risch

ATTEST:

[Signature]

WANAKAH LTD. PARTNERSHIP

By [Signature]

Craig E. Hinkson, President of  
Hinkson Development Corp. as General  
Partner of Wanakah LTD.

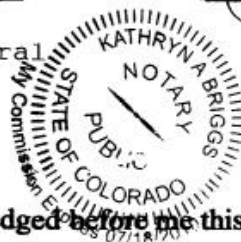
STATE OF COLORADO)

) ss

COUNTY OF OURAY )

ATTEST:

[Signature]



The foregoing was acknowledged before me this 10<sup>th</sup> day of April

2008 by R.E. Risch and Rick Nell the Mayor  
and City Resource Mgr., respectively, of the City of Ouray, Colorado.

Witness my hand and official seal.

[Signature]  
Notary Public

STATE OF COLORADO)

) ss

COUNTY OF OURAY )

The foregoing was acknowledged before me this 14<sup>th</sup> day of

APRIL, 2008 by CRAG E. HINKSON and ROLAND C. HINKSON the

Officers of HDC, General Partner \_\_\_\_\_, of Wanakah Ltd. Partnership.

Witness my hand and official seal.

[Signature]  
Notary Public





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## EXHIBIT A

### CITY OF OURAY, COLORADO OCCUPANCY AND RESALE DEED RESTRICTION AGREEMENT AND COVENANTS FOR SILVER SHIELD PUD AFFORDABLE HOUSING UNITS

**THIS DEED RESTRICTION** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by \_\_\_\_\_ and \_\_\_\_\_ whose address is \_\_\_\_\_, Ouray, Colorado, 81427 (the "Declarant" or "Owner") for the benefit of the City of Ouray, Colorado, a Colorado municipal corporation, any housing authority formed by the City or housing authority to which the City is a party, the successors, assigns or designees of the City or such housing authority (the "City"):

## RECITALS

**WHEREAS**, The Silver Shield Planned Unit Development Affordable Housing Units have been constructed to increase affordable housing opportunities within Ouray County, and

**WHEREAS**, the Owner, on behalf of him or herself, his or her heirs, executors, administrators, representatives, successors and assigns, desires to comply with this Deed Restriction and the affordable housing Guidelines restricting the use and sale of the Property, as hereinafter described; and

**WHEREAS**, it is the intent of the Declarant to preserve, through these Covenants, the affordability of the Property and to assign to the City the right to enforce compliance with these Covenants; and

**WHEREAS**, the Owner acknowledges and agrees that this Deed Restriction shall constitute a resale agreement setting forth terms and conditions for the resale of the Property at any time after the date of this Deed Restriction; and

**WHEREAS**, the Owner acknowledges that he/she has received valuable and adequate consideration for the imposition of this Deed Restriction upon the Property described below,

**NOW THEREFORE**, in consideration of the recitals set forth above and for value received, the sufficiency of which is hereby acknowledged, the Declarant does hereby declare and impose the following covenants on the real property identified below, which covenants shall run with and burden the Property until modified or released by the City.



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## COVENANTS

**1. Property Description.** The following described property is hereby burdened with the covenants delineated herein:

Lot \_\_\_\_, Silver Shield Planned Unit Development, a common interest community, according to the Declaration of Covenants, Conditions and Restrictions for the Silver Shield Planned Unit Development recorded \_\_\_\_, 200\_\_ at Reception No. \_\_\_\_, and according to the \_\_\_\_ Map for the Silver Shield Planned Unit Development recorded \_\_\_\_, 200\_\_, in Plat book \_\_\_\_ at Page \_\_\_\_, Reception No. \_\_\_\_, County of Ouray, State of Colorado

(hereinafter "Property" or "Affordable Housing Unit").

**2. Covenants a Burden.** These covenants shall be a burden upon and run with the Property for the benefit of the City, its successors and assigns, who may enforce the covenants and compel compliance therewith as hereinafter provided.

**3. Perpetual; Modification.** These covenants are intended to be perpetual unless and until modified, amended, waived or released with the consent of the City as hereinafter provided. .

**4. Requirement of Title.** Compliance with the provisions of these covenants shall be deemed to be a requirement of title.

**5. Definitions.** The following definitions shall apply to this Deed Restriction:

(a) "*City*" or "*City of Ouray*" shall mean the City of Ouray, Colorado, any housing authority formed by the City or any housing authority to which the City is a party or participant, and the successors, assigns, or designees of the City or such housing authority.

(b) "*Family*" shall mean the spouse, children and immediate family members of an Owner. Immediate family members shall mean a person related by blood or marriage that is a first cousin or closer relative.

(c) "*Guidelines*" shall mean the affordable housing guidelines for the Silver Shield Planned Unit Development Affordable Housing Units as may from time to time be adopted by the City and in effect at the time of closing on a sale or other transfer of the Property.

(d) "*Non-Qualified Owner*" shall mean any person that does not meet the residency, employment, income or asset limitation, or other requirements in this Deed



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Restriction or the Guidelines necessary to own the Property, and includes any person that originally qualified as a Qualified Owner but was subsequently rendered ineligible. Non-Qualified Owners shall be required to offer the Property for sale as provided in Paragraph 11 below.

(e) "*Owner*" means any purchaser, devisee, transferee, grantee, owner or holder of title to the Property or any portion of the Property.

(f) "*Qualified Owner*" shall mean any person or persons who meets the residency, employment, income or asset limitations, or other requirements set forth in this Deed Restriction or the Guidelines at the time of the sale of the Property to the Owner. A Qualified Owner must continue to meet all the requirements of this Deed Restriction or the Guidelines during the entire time that title to the Property is vested in the Qualified Owner.

(g) "*Transfer*" means any sale, conveyance, assignment or transfer, voluntary, involuntary, or by operation of law or judicial decree, whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, court order, bankruptcy proceedings, lien foreclosure, or otherwise, of any interest in the Property, including, but not limited to, fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or leasehold interest.

**6. Restrictions on Occupancy and Ownership.** The Ownership of the Property is limited exclusively to a Qualified Owner and his/her family. A Qualified Owner must:

- (a) limit use and occupancy to himself/herself and his or her family; and
- (b) occupy the Property as his or her sole and exclusive place of residence; and
- (c) continue to be a full time (minimum 1400 hours per year) employee within Ouray County; or
- (d) continue full time employment with the City of Ouray or the Ouray County R-1 School District, as the case may be, if the Owner was given priority to purchase the Property based on such employment; provided, however, that a Qualified Owner will not be deemed to be disqualified on leaving public service if he or she continues to be a full time (minimum 1400 hours per year) employee within Ouray County; and
- (e) not rent or lease any part or all of the property, short or long term; and
- (f) transfer the Property only in accordance with the Guidelines and this Deed Restriction; and





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- (g) not transfer the Property for use in a trade or business; and
- (h) use and occupy the Property (and permit the use and occupancy of the Property) only in accordance with this Deed Restriction, the Guidelines, and any applicable law (including zoning regulations); and
- (i) maintain the Property in a good, safe and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property; and
- (j) allow no mechanic's liens to be recorded against the Property; and
- (k) continue to meet all requirements of a Qualified Owner, and
- (l) continue to meet all requirements of and comply with all provisions of this Deed Restriction and applicable Guidelines.

**7. Nonconforming Sale Void.** In the event that the Property is sold, transferred and/or conveyed without compliance with this Deed Restriction and applicable Guidelines, such sale, transfer and/or conveyance shall be wholly null and void and shall confer no title whatsoever on the purported transferee. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference all terms and conditions of this Deed Restriction and applicable Guidelines, including, but not limited to, those provisions governing the sale, transfer or conveyance of the Property.

**8. Maximum Sales Price.** In no event shall the Property be sold for an amount ("Maximum Sales Price") in excess of the price calculated as follows:

- (a) The lesser of:
  - (i) The Original Purchase Price of the Property plus an increase in price of three percent (3%) per year from the date of purchase to the date of Owner's notice of intent to sell (simple, not compounded, and prorated at the rate of .25 percent per each whole month of any part of a year); or
  - (ii) The amount based on the Consumer Price Index, All Items, the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (Index Base Period 1982-84=100) (CPI-U), or its successor index, published by the U.S. Department of Labor, Bureau of Labor Statistics, calculated as follows: the Original Purchase Price of the Property multiplied by the CPI-U last published prior to the date of the Owner's notice of intent to sell, divided by the CPI-U as of the date of purchase (but in no event shall the multiplier be less than one);



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**(b) Plus:**

(i) The costs of any public improvements for which assessments were imposed by any municipal special improvement district as created by or within the City of Ouray since the recordation date of the Deed Restriction; and

(ii) The costs of Eligible Capital Improvements authorized for inclusion by the Guidelines which have been approved by the City (if required by the Guidelines) and properly permitted and inspected by the City of Ouray; and

(iii) Any other costs allowed by the City pursuant to Guidelines in effect on the date of Owner's notice of intent to sell.

(c) In the event that the CPI-U is substantially changed, renamed or abandoned by the United States Government, then in its place shall be substituted the Index established by the United States government that most closely resembles the CPI-U

(d) For purposes of this Deed Restriction, "date of Owner's notice of intent to sell" shall mean the date on which written notice of intent is delivered to the City.

(e) Nothing herein shall be intended or construed to constitute a representation or guarantee by the City that the Property will be sold and purchased at an amount equal to the Maximum Sales Price. Depending upon market conditions, the condition of the Property, et cetera, the Owner may receive less than the Maximum Sale Price on resale.

(f) Owners shall not permit any prospective purchaser to assume any or all of the Owner's customary closing costs (including, but not limited to, title insurance, sales commissions, taxes, homeowners' dues or assessments, etc.), nor accept any other consideration which would cause an increase in the purchase price above the Maximum Sales Price. Owners shall pay all costs of advertising and marketing the Property for sale, including real estate sales commissions and fees paid to the City, all as may be provided in the Guidelines.

(g) If at the time of sale the Owner must pay any Deed Restriction administration fees or other fees according the Guidelines in effect at the time of sale, such fees shall be paid by the Owner to the City out of the Owner's proceeds of the sale of the Property and may not be added to the price of the Property.

(h) In the event of a violation of any terms or conditions contained herein, the Original Purchase Price upon the date of such violation shall automatically cease to increase as set out above, and shall remain fixed until the date said violation is cured.



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(i) For the purpose of calculating the Maximum Sales Price, the Original Purchase Price is \$ \_\_\_\_\_. The Original Sales Price shall include any improvements required by the developer or development approvals, or by the homeowner's association including, without limitation, any landscape and exterior improvements.

**9. Limits on Refinancing.** The Owner may refinance the first deed of trust so long as the total amount of refinancing does not exceed ninety-three percent (93%) of the Maximum Sales Price in effect at the time of the refinancing of the Property and the Owner complies with any refinancing requirements in the Guidelines.

**10. Sole and Exclusive Residence.** The Affordable Housing Unit shall be the sole and exclusive place of residence of the Owner.

(a) An Owner shall be deemed to have changed his or her residency by becoming a resident or accepting permanent employment outside the boundaries of Ouray County, Colorado, or residing in the Affordable Housing Unit for fewer than twelve (12) months per year.

(b) If at any time the Owner of the Affordable Housing Unit (or his or her spouse or any member of his family occupying the Unit) comes into ownership of any interest, alone or in conjunction with others, in any other developed or undeveloped residential property or dwelling unit (including a mobile home), such Owner shall be declared a Non-Qualified Owner and shall be required to immediately list said other property for sale and sell Owner's (or spouse's or family member's) interest in such property at a sale price comparable to like units or properties in the area in which the property or dwelling unit is located. The property shall not be transferred to any person or entity for the purpose of evading the provisions of this Paragraph. In the event such other property or unit has not been sold by Owner (spouse or family member) within one hundred eighty (180) days of its listing, then Owner hereby agrees to immediately list the Affordable Housing Unit for sale pursuant to the provisions of Paragraph 11.

**11. Non-Qualified Owner.** In the event that title to the Property shall vest in a Non-Qualified Owner, or the current Owner ceases to be a Qualified Owner, such person shall immediately offer the Property for sale as provided in Paragraph 12. The highest bid by a qualified purchaser of not more than the Maximum Sales Price and at or in excess of ninety-five (95%) percent of the Maximum Sales Price shall be accepted. If the Property has been listed for sale in excess of one hundred eighty (180) days and all bids are below ninety-five percent (95%) of the Maximum Sales Price, the Property shall be appraised for its current market value and any bids submitted at or in excess of ninety (90%) percent of such current market value shall be accepted. In no event shall the Property be sold in excess of the Maximum Sales Price. The cost of the appraisal shall be paid by the Non-Qualified Owner who shall join in any sale, conveyance or transfer of the Property to a



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qualified purchaser and shall execute any and all documents and take all other actions necessary to do so.

**12. Sale Procedures.** Owner may, subject to the applicable requirements and procedures in the Guidelines in effect at the time sale is closed (which may include priority purchasers), sell the Property to another Qualified Owner. Such sale shall be subject to the following procedure:

(a) Owner must deliver written notice of intent to sell to the City prior to offering the Property for sale.

(b) The Owner may sell the Property by:

- (i) advertising and selling the Property directly to a Qualified Owner; or
- (ii) listing the Property with a real estate broker licensed to do business in the State of Colorado; or
- (iii) if the City has a program in place, offering the Property for sale through the City which will either make it available to a Qualified Owner on an existing waiting list or advertise the Property for sale on a general basis.

(c) Prior to closing of the sale of the Property any prospective purchaser must be certified in writing as a Qualified Owner by the City in accordance with the Guidelines.

(d) In addition, at closing the Qualified Owner shall execute and record a form of Deed Restriction prepared by the City and meeting the requirements of the Guidelines.

(e) The provision so of subparagraphs 8 (d), (e), (f) and (g) above shall also apply.

**13. City's Right to Purchase.** In order to preserve the affordability of the Property, upon receipt of a notice of intent to sell, the City shall have the right to purchase the Property at the Maximum Resale Price calculated as described in Paragraph 8.

(a) If the City elects to purchase the Property, it shall exercise the Purchase Right by notifying the Owner, in writing, of such election, within thirty (30) days of the receipt of the notice of intent to sell, or the Purchase Right shall expire. Having given such notice, the City may either proceed to exercise the Purchase Right directly by purchasing the Property, or may assign the Purchase Right to a Qualified Purchaser. In either case, the City or its assignee shall enter into a contract to purchase the property within seven (7) days of exercising the Purchase Right. The purchase (by the City or the City's assignee) must be completed within sixty (60) days of the City's notice of exercise of the Purchase Right or the Owner may sell the Property as described in Paragraph 12. The time permitted for the completion of the purchase may be extended my mutual written





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agreement of the Owner and the City.

(b) If the Purchase Right has expired or if the City or its assignee has failed to complete the purchase within the 60-day period allowed, the Owner may sell the Property according to Paragraph 12 for no more than the Maximum Sales Price.

#### **14. Default in Mortgage Payments; Taxes; Assessments**

(a) It shall be a violation of this Deed Restriction for Declarant to default in payments or other obligations due or to be performed under a promissory note secured by a deed of trust or other security instrument encumbering the Property subject to these covenants; default in the payment of real property taxes; default in obligations to the homeowners' association for general or special assessments; or allow the recordation of a lien. Declarant must notify the City in writing of any notification received from a lender of past due payments or default in payment or other obligations due regarding the Property, or to be performed under a promissory note secured by a deed of trust or other security instrument (or notification received from the County Treasurer, homeowners' association or lienor, as the case may be) within five (5) calendar days of Declarant's notification of said default or past due payments.

(b) Upon notification from Declarant, the City may require Declarant to sell the Property to avoid commencement of any foreclosure, tax sale or lien collection proceedings against the Property. In the event that the City determines that sale of the Property is necessary, Declarant shall immediately offer the Property for sale according to the provisions of Paragraph 12.

#### **15. Foreclosure Proceedings; Deed in Lieu; City's Option to Purchase**

(a) Every person or entity to whom or to which a public trustee's deed has been issued or a deed in lieu of foreclosure has been given for the Property shall immediately give the City notice of the same at the place and in manner provided herein for notices.

(b) Upon receipt of such notice, the City shall have the option to acquire the Property within sixty (60) days after receipt by the City of the notice of the issuance of the public trustee's deed or deed in lieu of foreclosure, as applicable. The City may either exercise this option directly by purchasing the Property or may assign any and all rights and interest in the option, in its sole discretion. The purchase price shall be: (i) in the case of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure, or (ii) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to the acquisition of such Property.



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(c) If notice of the issuance of a public trustee's deed or receipt of a deed in lieu of foreclosure is not given, this Deed Restriction shall remain in full force and effect, the Property shall retain its restricted status, and only Qualified Owners may acquire an interest in the Property. In the event any person or entity who is not a Qualified Owner acquires an interest in such Property by foreclosure sale or deed in lieu, the Property shall be sold to a Qualified Owner as provided in Paragraph 11.

(d) If notice of the issuance of a public trustee's deed or receipt of a deed in lieu of foreclosure is given and the City or its assignee has not exercised the option to purchase then this Deed Restriction shall terminate and the City shall cause to be recorded in the records of the Office of the Ouray County Clerk and Recorder a release of the Deed Restriction affecting the Property.

#### **16. General Provisions**

(a) The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

(b) Any purchaser or transferee of the Property or any portion or interest in the Property, by acceptance of a deed therefore, or by the signing of a contract or agreement to purchase the same shall, by acceptance of such deed or by signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth here.

(c) This Covenant is prior and superior to the Owner's right of a homestead exemption under Article XVIII, Section 1 of the Colorado Constitution and under Part 2, Article 41, Title 38 of the Colorado Revised Statutes or any successor statutes. The Owner waives his or her homestead right to the full extent that it may conflict with or impair the City's rights and remedies under this Covenant.

(d) Notice to the City shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the City Administrator at the address set forth below, or such other address designated by the City by like notice:

City Administrator  
City of Ouray  
320 Sixth Street  
Post Office Box 468  
Ouray, CO 81427

Notice to the Declarant shall be given in the same manner at the address given below.



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(e) If any provisions of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

(f) The provisions of this Covenant shall be interpreted so as to avoid speculation on the Property and to insure to the greatest extent possible that its purchase price remains affordable in perpetuity.

(g) This Deed Restriction and every related document are to be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising from this Deed Restriction shall be in Ouray County, Colorado.

(h) Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successor and assigns of the parties.

(i) No claim or waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of written instrument executed by the parties hereto. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition, provided that such waiver is in writing.

(j) Modifications to this Deed Restriction shall be effective only when made by writings signed by both parties and recorded with the Clerk and Recorder of Ouray County.

(k) The City of Ouray may assign any and all rights and interests it has in this Deed Restriction to a housing authority formed by it or a housing authority to which it is a party or participant, or any successor, assignee or designee of the City or such housing authority.

(l) If any of the terms, covenants, conditions, restrictions, uses, limitations or options created by this Deed Restriction shall be unlawful for violation of: (i) the rule against perpetuities or some analogous statutory provisions, (ii) the rule restricting restraints on alienation or (iii) other statutory or common law rules imposing like or similar time limits, the such provisions shall continue only for the period of the lives of the currently elected members of the City Council for the City of Ouray, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

(m) There is hereby reserved to the City any and all remedies provided by law for violation of this Deed Restriction or any of its terms, including specific performance or a mandatory injunction requiring the sale of the Property by Declarant. In the event the City resorts to litigation with respect to any provision of this Deed Restriction the prevailing party shall be entitled to recover damages and costs, including reasonable attorney's fees.



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(n) Whenever the context so requires, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

(o) This Deed Restriction (and any exhibits thereto) shall be recorded in the Property records of Ouray County, Colorado and the original executed and recorded document(s) must be returned to the City.

**IN WITNESS WHEREOF**, The Declarant has executed this Covenant as of the date first above stated.

Declarant's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO)

) ss

COUNTY OF OURAY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 200\_ by \_\_\_\_\_ and \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF CITY OF OURAY OR HOUSING AUTHORITY**

The foregoing Deed Restriction and its terms are hereby deemed satisfactory and acceptable by the City of Ouray either itself or by the undersigned Housing Authority acting as the successor to or agent of the City of Ouray, Colorado.

Dated: \_\_\_\_\_

\_\_\_\_\_

Title

ATTEST:

\_\_\_\_\_





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## **EXHIBIT B**

### **CITY OF OURAY, COLORADO GUIDELINES FOR THE AFFORDABLE HOUSING UNITS IN THE SILVER SHIELD PLANNED UNIT DEVELOPMENT**

#### **Section 1. Purpose and Applicability**

The purpose of these Guidelines is to provide a comprehensive and consistent set of provisions that apply to the Affordable Housing Units provided in the Silver Shield Planned Unit Development, Ouray County, Colorado.

#### **Section 2. Household Qualifications**

The Silver Shield Affordable Housing Units may be sold to and purchased only by persons who are members of Qualified Households. To be considered a "Qualified Household" under these Guidelines the following criteria must be met:

A. One member of the household must be (or has been hired to be) a full time employee of the City of Ouray, Colorado, or the Ouray County R-1 School district: OR

B. All of the following criteria must be met:

(1) The number of people in the Household must be appropriate for the Unit size; and

(2) At least one (1) individual member of the Household demonstrates at least 1400 hours of employment in Ouray County during the twelve (12) calendar months immediately prior to the date of application to purchase; OR one (1) individual member must be elderly or disabled and have been a full time employee (1400 hours per year) in Ouray County a minimum of five (5) years immediately prior to his or her retirement or disability; and

(3) The Household Income shall not exceed \$75,000 (138% of the current Area Median Income ("AMI") for Ouray County); and

(4) The Household Net Assets shall not exceed two and one half (2 ½) times the Original Purchase Price of the Unit. All Household members' assets shall be included in the determination of Household Net Assets. Any member of a Household who has assigned, conveyed, transferred or otherwise disposed of assets within the previous two years without fair consideration in order to meet the net asset limitation shall be ineligible.



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### **Section 3. Household Application Process and Verification**

A. Applications for qualification under these Guidelines shall be made to the City of Ouray or any housing authority designated by the City to accept and process applications. The City or housing authority may request any combination of documents reasonably related to proof of residency, income, assets and employment or compliance with other qualifications established under these Guidelines. The adult Household members shall sign a release of information so that the City or housing authority may obtain required information. The application shall contain a sworn statement that the information contained in an application is true and correct to the best of the applicant's knowledge.

B. No member of the Household shall have any interest, alone or in conjunction with others, in any developed or undeveloped residential property or dwelling unit (including a mobile home) within Ouray County, Colorado. In the event that a Household member has an interest in such residential property outside of Ouray County he or she shall be required, at the time of closing on an Affordable Housing Unit, to enter into an agreement with the City of Ouray, satisfactory to the City Attorney, which requires, at a minimum, that the out of county property be listed for sale immediately at the time of closing on the Unit and further that in the event that the out of County property is not sold within one hundred and eighty (180) days that the Affordable Housing Unit be sold. The terms and conditions of such agreements shall be determined by the City Attorney in his or her sole discretion.

C. Any material misstatement of fact or deliberate fraud by members of the Household in connection with any information supplied shall be cause for immediate expulsion from the application process and/or forced sale of the Affordable Housing Unit.

D. The Deed Restriction requires that all owners of Silver Shield Affordable Housing Units remain qualified on an on-going basis. The City or it housing authority may perform random audits and investigate any complaint or reports of non-compliance. The City or its housing authority may require at any time that a Household verify within seven (7) days of a request that the Household continues to meet the qualifications for ownership and occupancy of the Unit.

E. All personal and financial information provided pursuant to this section shall be kept confidential, except as follows:

(1) Signed contracts, including but not limited to, Contracts to Purchase, Deed Restrictions, any document recorded on the sale of a Unit, and any other document that would customarily be a matter of public record in the property records of Ouray County;

(2) The names and lottery positions of all persons who have participated in any lottery held under these Guidelines;



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(3) Any other information which a court of competent jurisdiction rules must be released under the Freedom of Information Act or the Colorado Open Records Act;

(4) Any information provided to any person or entity undertaking an independent audit of the records kept under these Guidelines, provided such person or entity agrees to be subject to this confidentiality provision; and

(5) Any disclosures as are necessary with respect to any litigation, enforcement or other legal proceedings.

F. The City or its housing authority may establish a lottery procedure if necessary to establish a process for offering units for sale when the number of qualified applicants at any one time exceeds the available Units. Such lottery shall incorporate any priorities established in these Guidelines or Deed Restrictions.

G. The City or its housing authority may, but is not required to, consider requests for exceptions from the requirements of these Guidelines as provided in Section 8. In the event an exception is granted, the City or housing authority may require a written agreement, approved by the City Attorney, which shall include such terms, security, conditions, and remedies, as the City may require in its sole discretion, including, without limitation, measures to ensure compliance with any conditions of any such exception.

H. The City or its housing authority may establish audit procedures to ensure continuing compliance with the eligibility requirements for ownership of the Unit.

#### **Section 4. Sale and Resale of Units**

A. Housing Units shall be sold in accordance with the Deed Restriction, these Guidelines, and any other applicable priority, wait list, lottery, or other sale or selection procedures established by the City or its housing authority.

B. The sale price of the Unit shall be calculated according to the Deed Restriction. This sale price shall be the only exchange of anything of value between the parties to, and for, any sale of a Housing Unit. Any transfer or receipt of anything of value in addition to or outside of the of the allowed sale price shall invalidate the sale. The City or its housing authority may require, at closing, that each buyer and seller execute an affidavit in which all parties state, under oath, that no consideration other than the purchase price stated on the closing documents will be, or has been, paid or received for the transfer of ownership of the Unit. In the event that the City or its housing authority shall establish that a transfer has occurred in violation of this section, it shall have all remedies in law or equity to enforce the same, including a judicial declaration that the transfer is null, void and of no force and effect.

C. Notice of intent to sell a Unit must be given in writing to the City or its housing authority no later than thirty (30) days prior to a sale. Seller shall provide a copy of any



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sales contract to the City or its housing authority. Sellers shall consult with the City or its housing authority to obtain the most current information relative to sale procedures and to verify the Maximum Sales Price. The City or its housing authority shall prepare the Deed Restriction; and Seller shall authorize the City or its housing authority to review conveyance documents prior to closing.

D. Each new purchaser of an Affordable Housing Unit must execute a Deed Restriction prior to or simultaneously with the closing. Should an Affordable Housing Unit be sold for less than its Maximum Sales Price, the actual sale price shall become the new Original Purchase Price. The Deed Restriction shall be recorded subsequent to the Deed and prior to the first Deed of Trust and the original executed and recorded Deed Restriction shall be returned to the City or its housing authority for its records. Subsequent to closing, the City or housing authority shall be provided with a copy of the title commitment for the Unit showing the Deed Restriction as an exception.

E. At closing the seller, except when the seller is the City, its designee, or a housing authority, shall pay to the City or its housing authority a fee equal to one percent (1%) of the sales price. Seller shall instruct its closing company to pay the City out of funds at closing.

F. If required, lenders who are beneficiaries of any Deed of Trust must execute, in connection with the sale of a housing Unit, an Option to Purchase prepared by the City and granting to the City or its housing authority an option to purchase the Unit in the event of a foreclosure.

G. The City or its housing authority may consider requests from institutional lenders for a form of Option to Purchase on foreclosure with terms different from that in the standard form of Deed Restriction which requests may be granted or not in the City's or housing authority's sole discretion.

H. Any co-ownership interest other than joint tenancy or tenancy in common among parties who are qualified owners and intend to occupy the Unit must be approved by the City or its housing authority.

I. An exception to these Guidelines may be granted to Co-signers who are not qualified owners but whose participation is required to obtain financing, if:

(1) The City or its housing authority receives a letter from an institutional lender on behalf of a borrower stating:

- (i) the co-borrower's name and relationship to the qualified owner(s); and
- (ii) a co-borrower is necessary for the qualified owner(s) to obtain financing to purchase the Unit; and

(iii) it is necessary that the co-borrower be listed on the title to the Unit.

(2) And the qualified owner(s) and co-borrower execute a contract with the City





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or its housing authority which provides that, in the event the qualified owner(s) defaults or is otherwise required to sell the Unit, the co-borrower will not occupy the Unit and will sell the Unit as required in the Deed Restriction as in the case of a Non-Qualified Owner.

J. The City or its housing authority retains the right, on any resale of a Unit, to change or amend the Deed Restriction or substitute a new Deed Restriction for that of record, in its sole discretion.

#### **Section 5. Priority for City and School District Employees.**

In all application, sales, wait list, lottery and other procedures established by the Deed Restriction and these Guidelines there shall be awarded an automatic priority to current or potential (hired but not yet working) full time employees of the City of Ouray, Colorado and the Ouray County R-1 School District. In the event that there shall be more than one applicant eligible for this priority, the successful applicant shall be chosen by lottery.

#### **Section 6. Prohibition Against Rental.**

An Affordable Housing Unit may not be leased or rented, in whole or in part, short or long term. Provided, however, that this prohibition shall not prevent the City of Ouray or its housing authority from leasing or renting a Unit prior to its resale in the event that the City or housing authority shall have acquired title as provided in the Deed Restriction.

#### **Section 7. Eligible Capital Improvements**

A. The term "Eligible Capital Improvements" as used the Deed Restriction shall mean fixtures erected as a permanent improvement to real property or a nonrecurring expense for physical improvements that provide a long-term upgrade or improvement to the Unit and does not include costs associated with ordinary maintenance and repair of the Unit. All Eligible Capital Improvements must require issuance of a City permit, such as a building permit. In addition, Eligible Capital Improvements shall include only the following:

- (1) Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements.
- (2) Improvements for energy and water conservation.
- (3) Improvements for the benefit of seniors and the disabled.
- (4) Improvements for health and safety.
- (5) Improvements to add or finish permanent/finished storage space.
- (6) Improvements to finish unfinished space.



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- (7) The cost of adding concrete patios and any extensions thereto.
- (8) Improvements associated with green building

B. The term "Eligible Capital Improvements" as used in the Deed Restriction shall not include:

- (1) Landscaping.
- (2) Jacuzzis, saunas, steam showers and other similar items.
- (3) Upgrades or additions of decorative items, including lights, window coverings and other similar items.
- (4) Upgrades of appliances, plumbing and mechanical fixtures, carpet, floor coverings and other similar items included as part of the original construction or improvements or repairs needed to maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting and other similar items, unless replacement is energy efficient or for safety or health reasons

C. All Eligible Capital Improvements must conform to any prohibitions, limitations or authorizations required by any covenants or homeowner' rules and regulations applicable to the Unit.

D. The cost of Eligible Capital Improvements authorized for recovery at resale shall not exceed five (5)% of the Original Purchase Price of the Unit.

E. The costs of all eligible capital improvements shall be documented and shall not include owner "sweat equity." In addition all such improvements must comply with applicable building codes, have received required building permits and have been issued a certificate of occupancy, if required.

F. Any owner may submit proposed Eligible Capital Improvements for pre-approval by the City or its housing authority.

G. The City or its housing authority has the right to inspect the Unit to ensure that claimed Eligible Capital Improvements have been made.

## **Section 8. Exceptions, Appeals and Grievances**

A. Definitions. The following definitions shall apply to this Section 8.

(1) Exception: Except as otherwise set forth herein a request for an exception to the standards and requirements of the Guidelines may be appropriate when the applicant understands and acknowledges the criteria and believes there exists a legitimate and compelling reason why the applicant should be exempt from such criteria or allowed a modification of the criteria. Exceptions to the Guidelines, if made, are granted on a case by case basis and do not constitute binding precedent.



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(2) **Appeal:** An appeal is appropriate when the applicant understands and acknowledges the criteria and believes that the criteria have been applied incorrectly to the applicant.

(3) **Grievance:** A grievance is any dispute that arises with respect to an action or failure to act in accordance with an individual's rights, duties, welfare or status.

#### **B. General Provisions.**

(1) An applicant must elect among and select only one of the three types of applications available. The procedures are in the alternative and each applicant shall be limited to only one of the three procedures provided for herein.

(2) All applications shall be heard by the Board of Directors of the City's housing authority. In the event that no such housing authority shall be in existence at the time an application is made, the same shall be heard by the City Administrator of the City of Ouray following the same procedures established herein for the housing authority.

#### **C. Exception Procedure.**

(1) A Request for an Exception must be presented in writing to the housing authority and include:

- (i) Verification that the applicant has fully completed the application process.
- (ii) The particular grounds upon which it is based.
- (iii) The action or remedy requested.
- (iv) The name, address, telephone number of the applicant and the same information with respect to the applicant's representative, if any.
- (v) Proof of notification to the applicant's homeowners' association if required.
- (vi) An exception procedure fee of \$25.00.

(2) A request for an exception will be reviewed by the housing authority staff for completeness and forwarded to the housing authority with a written staff recommendation. The exception application review shall be scheduled for the next regular meeting of the housing authority

(3) Following the meeting of the housing authority, it shall issue a decision in writing. In making its decision the housing authority shall consider the following policies, standards and criteria:

- (i) The general goal of the housing program covered by these Guidelines is to provide housing for persons who make a living from employment



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within the boundaries of Ouray County and their families. This is accomplished primarily by regulating the occupancy and sale of the Units covered by the Guidelines to "Qualified Households" as defined herein.

Any exception granted must promote the overall policy of promoting affordable housing for those living and working in Ouray County.

(ii) Certain elements of the program also limit eligibility for ownership or occupancy to Qualified Households that meet specific economic tests which include both Household Income and Household Net Assets. Such tests of economic means are intended to promote economic diversity within the City of Ouray.

(iii) The Housing Units covered by these Guidelines are subject to price limitations for sale and resale. These limitations are intended to insure affordability for both the current Household occupying the Housing Unit and for the long term affordability of the Housing Unit in the future as part of the overall housing program of the City of Ouray.

(iv) These Guidelines are intended to provide for clear, fair and consistent administration of the housing program. It is recognized that there are individual Households that may not fit clearly within the specific provisions of the Guidelines but still meet these general policy goals. It is for these cases that the exception procedures have been established.

#### D. Appeal Procedure

include: (1) An Appeal must be presented in writing to the housing authority and

(i) Verification that the applicant has fully completed the application process.

(ii) The particular grounds upon which it is based.

(iii) The action or remedy requested.

(iv) The name, address, telephone number of the applicant and similar information of the applicant's representative, if any.

(v) Proof of notification to the applicant's homeowners' association, if required.

(vi) An appeal procedure fee of \$25.00.

(2) All appeals shall be reviewed by the housing authority staff for completeness and forwarded to the housing authority with a staff recommendation.

(3) The appeal shall be scheduled for the next regular meeting of the housing authority. The applicant is entitled to present evidence in support of the appeal. The housing authority shall, upon consideration the evidence, issue a decision in writing. The determination of the housing authority shall be final.





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#### **E. Grievance Procedure**

(1) A Grievance must be presented in writing to the housing authority and include:

- (i) The grounds upon which it is based.
- (ii) The action or remedy requested.
- (iii) The name, address, telephone number of the applicant and similar information of applicant's representative, if any.
- (iv) A grievance procedure fee of \$25.00.

(2) The grievance hearing shall be scheduled for the next regular meeting of the housing authority. The applicant shall be afforded a fair hearing providing the basic safeguards of due process, including notice, an opportunity to present oral and documentary evidence, and the right to be represented by counsel. The hearing shall be recorded, and oral and documentary evidence may be received, all without strict compliance with the Colorado Rules of Evidence. The hearing shall be conducted by the chair/president of the housing authority who may prohibit, allow or allow with limitations the right to cross examine witnesses, as may be required for a fair hearing. If the applicant fails to appear, the housing authority may continue the hearing, or make a determination based upon the evidence submitted. Based on the record of the proceedings, the housing authority shall make its decision in writing, including findings in support thereof. The determination of the housing authority shall be final.

#### **Section 9. Amendments**

These Guidelines may be amended from time to time by the City Council of the City of Ouray, Colorado. Upon receipt of a proposed amendment, the City Council shall conduct a public hearing on the same and either adopt, adopt with amendments or reject the proposed amendment. Adoption of any amendment shall be in the form of a written resolution.

#### **Section 10. Definitions**

The following definitions shall apply in these Guidelines:

**Affordable Housing Unit or Unit.** The single family units located on Lots 34, 35, 36, 46, 47 and 48 of the Silver Shield Planned Unit Development, Ouray County, Colorado.

**Area Median Income (AMI).** The Area Median Income reported annually for single person or household of various sizes by the United State Department of Housing and Urban Development, or any successor United States governmental department, agency or instrumentality, reported for the statistical area which includes Ouray County.



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**Assets.** Anything which has tangible or intangible value, including property of all kinds, both real and personal. Assets are valued at their current fair market value, not accounting book value.

**Co-signer.** A joint signatory on a promissory note whose obligations are the same as those of the primary borrower.

**Deed Restriction.** A recorded contract and covenant between a qualified owner(s) and the City of Ouray or its housing authority establishing, *inter alia*, qualifications and conditions for the ownership, use, occupancy and resale of an Affordable Housing Unit.

**Disabled Person.** A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 705(20) and/or as defined in the Americans with Disabilities Act of 1990. Federal laws currently define a person with a disability, in part, as "Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment."

**Elderly.** A person who has attained full retirement age as established for that person by the United States Social Security Administration.

**Fixture.** A tangible thing which previously was personal property and which has been attached to or installed on land or a structure thereon in such a way as to become part of the real property.

**Household.** All individuals who will be occupying the Unit and who are authorized to occupy the Unit under the terms of the Deed restriction.

**Household Income.** Combined gross income of the Household. Reductions to the gross income for business expenses can be made for persons who are self-employed.

**Household Net Assets.** Gross Household assets less gross Household liabilities.

**Housing Authority.** Any housing authority formed by the City of Ouray under the laws of the State of Colorado, or such housing authority to which the City is a party, or participant, or the successors, assigns or designees of such housing authority.

**Institutional Lender.** Any bank, saving and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential property.

#### **Section 11. Enforcement**

These Guidelines shall be deemed a part of and incorporated by reference into any  
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**Deed Restriction of record. A violation of any Guideline may be enforced, *inter alia*, as a violation of the Deed Restriction and, in the event of a violation, the City or its housing authority shall have any and all remedies provided for therein.**

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## WELLS FARGO

## RESIDENTIAL SPECIFICATION

## EXHIBIT C

Owner H&F

Contractor H&F CONSTRUCTION

Property Address AFFORDABLE SPECS.

City \_\_\_\_\_

Check applicable items and fill in the blanks as required.

## 1. Finished Square Footage

Basement \_\_\_\_\_  
Main Level \_\_\_\_\_  
Upper Level \_\_\_\_\_  
Total 1120 - 1320 S.F.

## 2. Soil Testing

☐ Open Hole ☐ Expansive % \_\_\_\_\_  
☐ Core Testing ☐ Non-expansive  
Soil Type: \_\_\_\_\_

## 3. Foundation

☐ Engineered Caissons Dia: \_\_\_\_\_ Depth \_\_\_\_\_  
☒ Spread Footings Size 10" X 22"  
☐ Monolithic Structural Slab \_\_\_\_\_  
☐ Other \_\_\_\_\_  
Foundation Wall  
☒ Concrete 6" TCF 45" #4 @ 16" OC, 3 ROWS HOR.  
☐ Masonry \_\_\_\_\_  
☐ Wood \_\_\_\_\_  
☐ Damp proofing \_\_\_\_\_  
Window Well  
☐ Metal \_\_\_\_\_  
☐ Concrete \_\_\_\_\_  
☐ Timber \_\_\_\_\_  
☒ Insulation R-Value 20 - 30

## Perimeter Foundation Drain

☐ 4" Rigid Pipe (interior ☐ exterior ☐  
☐ 4" Flexible Pipe (interior ☐ exterior ☐  
☒ Radon Mitigation UNDER SLAB

## Concrete Flatwork (PSI, Thickness, Size, Reia.) - Identify for each item.

Basement Slab 4" 4000 PSI, Radmat, 6-6-10-10 MESH w/FIBER  
Garage Slab 6" 4000 PSI, #4-24" OC BW, FIBER  
Sidewalks/Patio \_\_\_\_\_  
Driveway \_\_\_\_\_  
☐ Concrete \_\_\_\_\_  
☐ Asphalt Paving \_\_\_\_\_  
☒ Gravel \_\_\_\_\_  
☐ Other \_\_\_\_\_

## Utilities

☒ Public Water \_\_\_\_\_  
☒ Public Sewer \_\_\_\_\_  
☐ Well \_\_\_\_\_  
☐ Septic \_\_\_\_\_  
☒ Electric Overhead or Buried ☒  
☒ Natural Gas \_\_\_\_\_  
Telephone \_\_\_\_\_  
Cable TV PREWIRED SAT.  
☐ Propane \_\_\_\_\_

## 7. Exterior Walls and Framing (Describe)

☐ 2x4 @ \_\_\_\_\_ O.C.  
☒ 2x6 @ 24" O.C.  
☒ Insulation R-Value 20 Type Blown CELL.  
☒ Wall Sheathing (Specify) OSB  
☒ House Wrap TYVEK  
☒ Floor Joists 9 1/2" @ 16" O.C. TJI-210  
☒ Floor Decking (Size) 3/4" T&G FULL FACE PL  
☐ Basement Floor Joists @ \_\_\_\_\_ O.C.  
☐ Basement Floor Decking (Size) \_\_\_\_\_  
☒ Wood Siding (SOME MODELS)  
☐ Hardboard Siding \_\_\_\_\_  
☒ Cementous Siding (SOME MODELS)  
☐ Metal Siding \_\_\_\_\_  
☐ Vinyl Siding \_\_\_\_\_  
☐ Siding Exposure \_\_\_\_\_  
☐ Stucco \_\_\_\_\_  
☐ Synthetic Stucco/Foam Thickness \_\_\_\_\_  
☐ Brick Veneer \_\_\_\_\_  
☐ Log Home Package \_\_\_\_\_  
☐ R-Control Insulated Panel \_\_\_\_\_  
☐ Glass Block (Size) \_\_\_\_\_  
☒ Exterior Trim (Specify) WOOD OR FIBER CEMENT  
☐ Decks \_\_\_\_\_  
☒ Other CONC. PATIO MIN. 10' X 12'

## 8. Exterior Paint/Stain

☒ Manufacturer BENT. MOORE  
☒ Paint ACRYLIC LATEX  
☐ Stain \_\_\_\_\_  
☐ Other \_\_\_\_\_

## 9. Roofing (Describe)

☒ Engineered Trusses @ 24" O.C.  
☐ Rafters @ \_\_\_\_\_ O.C.  
☒ Roof Sheathing (Size) 5/8" CDX PLYWOOD  
☒ Insulation R-Value R-50  
☒ Roofing Felt 30# OR EQUAL  
☒ Composition Shingle 30 YR TAMKO  
☐ Wood Shake \_\_\_\_\_  
☐ Tile \_\_\_\_\_  
☐ Built-Up \_\_\_\_\_  
☒ Membrane ICE & WATER WHERE APP.  
☐ Metal \_\_\_\_\_  
☐ Flashing (Gauge) \_\_\_\_\_  
☐ Skylights \_\_\_\_\_  
☐ Other \_\_\_\_\_

## 10. Windows/Patio Doors (Manufacturer)

☐ Metal Frame \_\_\_\_\_  
☐ Wood Frame \_\_\_\_\_  
☒ Vinyl Clad WEATHER SHIELD VISIONS 2000 LOI  
☐ Aluminum Clad OR EQUAL.  
☒ Insulated Glass \_\_\_\_\_  
☒ Window Screens \_\_\_\_\_  
☒ Window Grills \_\_\_\_\_  
☒ Drywall Wrap Openings SOME  
☒ Cased Opening SOME





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## WELLS FARGO

## RESIDENTIAL SPECIFICATION

11. Exterior Doors (Describe) (Front, Back)  
☐ Wood  
☒ Insulated Metal THERMA-TRUE  
☐ Sidelight  
☐ Garage Door  
☐ Garage Door Opener
12. Interior Walls (Describe)  
☒ 2x4 @ 16" O.C.  
☐ 2x6 @ O.C.  
☒ 1/2" Gypsum Board WHERE APP.  
☒ 5/8" Gypsum Board WHERE APP.  
☐ Rounded Corner Beads  
☐ Square Corner Beads  
☐ Wall Smooth Finish  
☒ Wall Textured SKIP TROWEL OR KNOCK DOWN  
☐ Ceiling Smooth Finish  
☒ Ceiling Textured  
☒ Stairs CARPET  
☐ Other
13. Interior Wall Finish  
 Manufacturer BEN. MOORE  
 Finish EGGSHELL ECO PRIMER & PAINT  
☐ Custom Paint Color  
☐ Wallpaper  
☐ Other
14. Fireplaces (Manufacturer)  
☐ Zero Clearance Gas  
☐ Masonry Fire Box  
☐ Wood Burning Stove  
☐ Gas Log  
☐ Other
15. Fireplace Mantel Facing  
☒ None  
☐ Oak  
☐ Pine  
☐ Fir  
☐ Painted  
☐ Stained  
☐ Other  
☐ Stone  
☐ Brick  
☐ Marble  
☐ Tile  
☐ Drywall  
☐ Wood
16. Interior Trim  
 Style ANDERSON or COLONIAL  
☐ Oak  
☐ Pine  
☐ Fir  
☐ Finger Joint  
☒ Painted  
☐ Stained  
☒ Closet Shelves MDF OR WIRE  
☒ Other ULTRALIGHT COMPOSITE
17. Interior Doors (Describe)  
☐ Flush  
☒ Four Panel COMPOSITE  
☒ Six Panel COMPOSITE  
☐ Solid Core  
☒ Hollow Core  
☐ Oak  
☐ Pine  
☐ Fir  
☒ Painted  
☐ Stained  
☐ Drywall Wrap Opening  
☒ Cased Opening FINGER-JOINTED
18. Handrail (Describe)  
☐ None VARIES  
☐ Oak  
☐ Pine  
☐ Fir  
☐ Welded Steel  
☒ Painted  
☐ Stained  
☐ Other
19. Cabinets (Describe) (Allowance)  
☒ Pre-Manufactured Cabinets ARISTOCRAFT or SCHROCK  
☐ Custom Built Cabinets  
☐ Custom Shelving/Built-Ins  
 Cabinet Finish  
☒ Oak  
☐ Maple  
☐ Ash  
☐ Cherry  
☐ Walnut  
☐ Pine  
☐ Plastic Laminate  
☐ Painted  
☐ Stained  
☐ Other  
 Countertops (Describe Style)  
☒ Plastic Laminate  
☐ Tile  
☐ Corian  
☐ Marble  
☐ Slab Granite  
☐ Other
20. Hardware  
 Locksets  
 Manufacturer SCHLAGE  
 Finish PULL NICKLE OR BRASS  
 Bath Hardware (Towel Bars, etc.)  
 Manufacturer  
 Finish PULL NICKLE OR BRASS  
 Medicine Cabinets  
 Manufacturer  
 Finish  
 Other
21. Floor Coverings (Room Name) (Allowance)  
☐ Hardwood  
☒ Ceramic Tile BATHS/KITCHEN (SOME)  
☐ Quarry Tile  
☐ Marble  
☐ Slate  
☐ Vinyl  
☒ Carpet STAIRS, 2ND FLOOR, 1ST FLOOR & SC  
☒ Other STAINED CONC. (SOME-OPTION)
22. Tub/Shower Surround (Room Name) (Allowance)  
☒ Ceramic Tile BATH FLOOR  
☐ Cultured Marble  
☒ Preformed Plastic 1 pc. TUB/SHOWER PRO-FLO  
☐ Glass Block  
☐ Glass  
☐ Other
23. Mirrors/Shower Doors (Describe)  
 Total S.F. of Mirror NONE  
 Mirror Finish  
 Shower Door  
☐ Clear  
☐ Frosted  
☐ Finish



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## WELLS FARGO

## RESIDENTIAL SPECIFICATION

## 24. Appliances (Manufacturer)

- ☐ Range  
☐ Dishwasher  
☐ Oven  
☐ Microwave  
☐ Refrigerator  
☐ Cook Top  
☒ Other OPTIONAL

## 25. Plumbing

- Water Service  
☒ Copper  
☐ Plastic  
 Water Piping  
☐ Copper  
☒ Plastic REHAU PEX  
 Waste  
☒ PVC OR ABS  
☐ Cast Iron  
 Faucets (Manufacturer) DELTA  
☐ Brass  
☐ Chrome  
☐ Double Handle  
☐ Single Handle  
☐ Other  
☒ Water Heater RINNAI No. of units 1

## 26. HVAC (Manufacturer)

- Size  
☐ Number of Furnaces  
☐ Gas Forced Air  
☐ Boiler  
☐ Hot Water  
☐ Electric Heat  
☒ In-Floor Radiant Heat  
☐ Central Air Conditioning  
☐ Evaporative Cooling  
☐ Humidifier  
☐ Electrostatic Air Filter  
☐ Whole-House Fan

## 27. Electrical

- Service Size 150A or 200A  
 Fixture Allowance \$  
☒ TV Prewire (No. of Outlets) 3 MIN  
☒ Telephone Prewire (No. of Outlets) 3 MIN  
☐ Security System  
☐ Stereo Prewire  
☒ Smoke Alarm BY CODE  
☐ Computer Wiring

## 28. Landscaping

- ☒ Fine Grade  
☐ Sprinkler System  
☒ Fence COMMON AREA  
☐ Retaining Wall (Specify)  
☐ Sod TBD  
☒ Trees and Shrubs COMMON AREA  
☐ None/By Owner

## 29. Specialty Items

- ☐ Swimming Pool/Hot Tub  
☐ Elevator  
☐ Patio Fire Pit  
☐ Detached Garage/Work Shop/Barn  
☐ Wine Cellar  
☐ Home Theater  
☐ Central Vacuum System  
☐ Snow Melt System  
☐ Solar Panels  
☒ Other INS. RADIANT SLAB - FLOOR  
☒ Other CE BULBS  
☐ Other  
☐ Other  
☐ Other

## Plumbing Fixture Schedule

Identify fixtures for each material type and location (i.e., fiberglass, cast iron, steel). Other specialties - sauna, steam units, etc.  
 Fixture Manufacturer

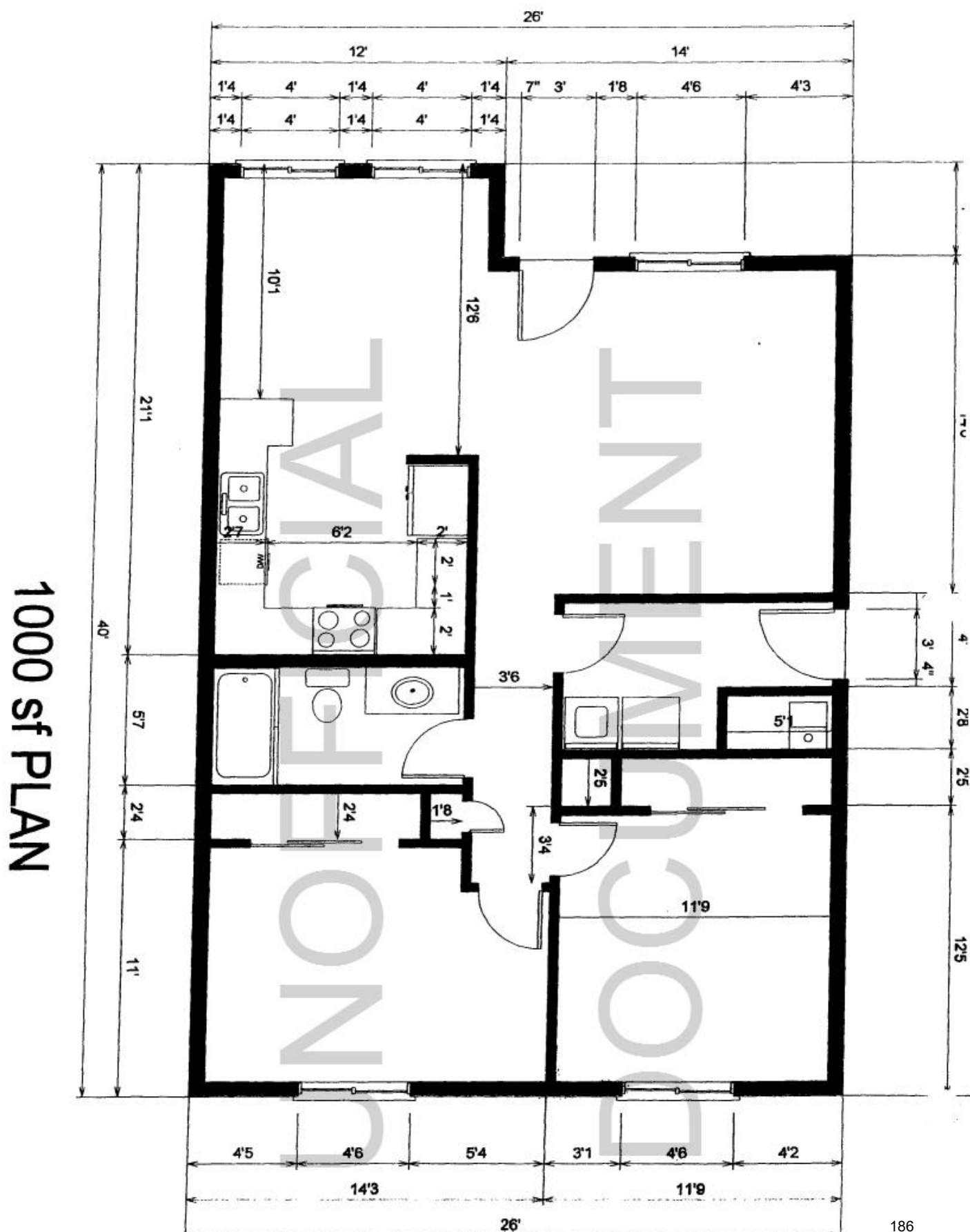
	Kitchen	Master Bath	Powder Room	Bath 1	Bath 2	Bath 3	Bath 4
Material	ST. STEEL						
Manufacturer							
Model							
Notes		KOHLER	KOHLER				
		PRO-FLO/ARQUATLASS					

Miscellaneous/Special Construction (Please Describe - i.e. manufactured housing, post and beam, structural basement floor system, etc.)

LOW VOC PAINT/PRIMER, MODULATED HI-EFF. BOILER/HWATER, R-20 CELLULOSE  
WALLS - R-50 CELLULOSE CEILINGS, INSULATED RADIANT SLABS ON FL.1, LOW-E GLASS  
DOORS, INSULATED ENTRY DOORS, ENERGY-EFFICIENT DESIGN

- 3 -

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Plan 18-1040



**SALE** FREE Additional Construction Set

Pricing & Options

Square Feet:	1000	Width:	25'
Bedrooms:	2	Depth:	47'
Bathrooms:	2	Height:	18'
Levels:	1	Roof Pitch:	8:12
Garage Stalls:	0	Walls:	2" x 6"
Area Details		Ceiling Height	
Main Floor:	1000	Main Floor:	8'
Basement:	985		

Available Foundations:  
Basement  
Crawlspace

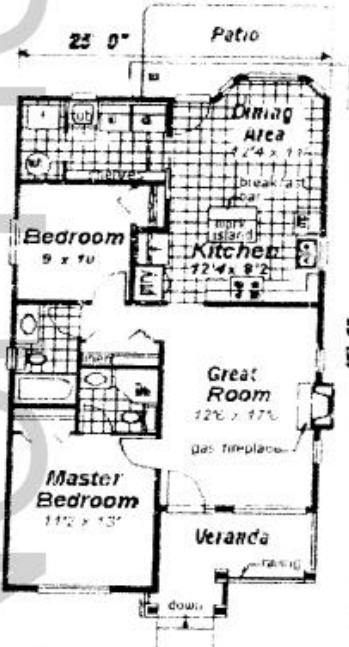
If your foundation preference is not available, please contact us.

- Floor Plans & Features
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- Modify this Plan
- Ask a Question

Main Level

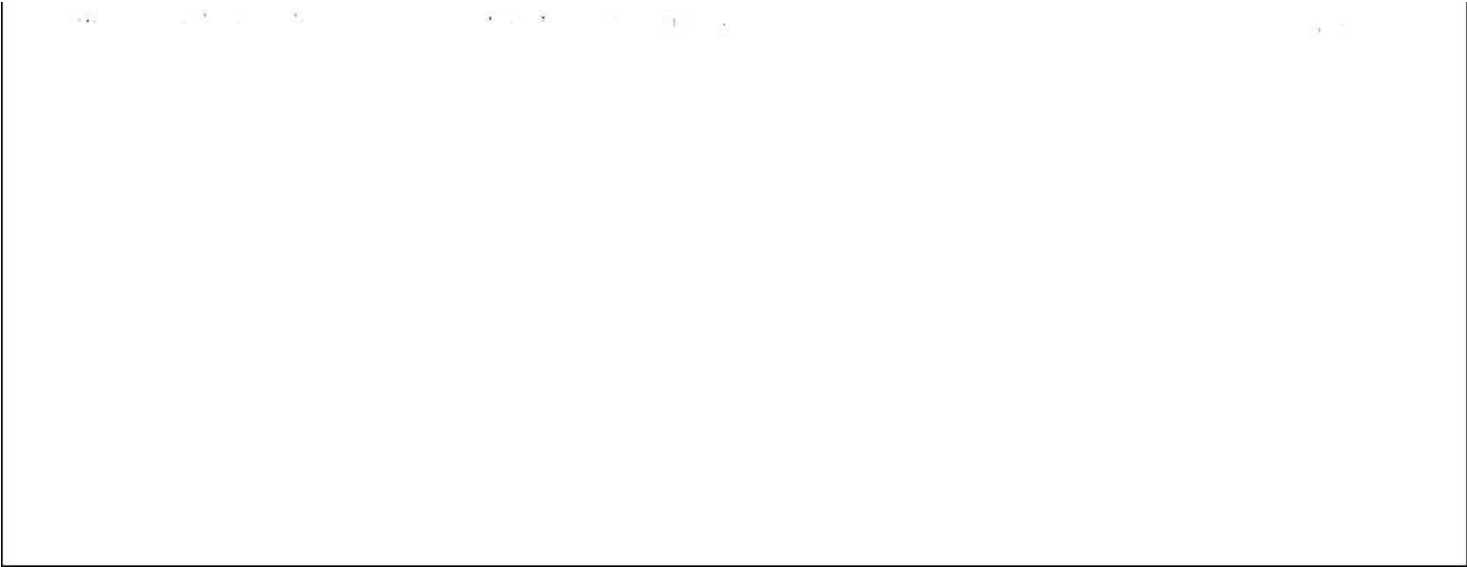
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Rear Elevation





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Elevation of COOLhouseplans.com Plan ID: chp-32135, Order Code: C774

To Order call 1-800-482-0464

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UNOFFICIAL DOCUMENT

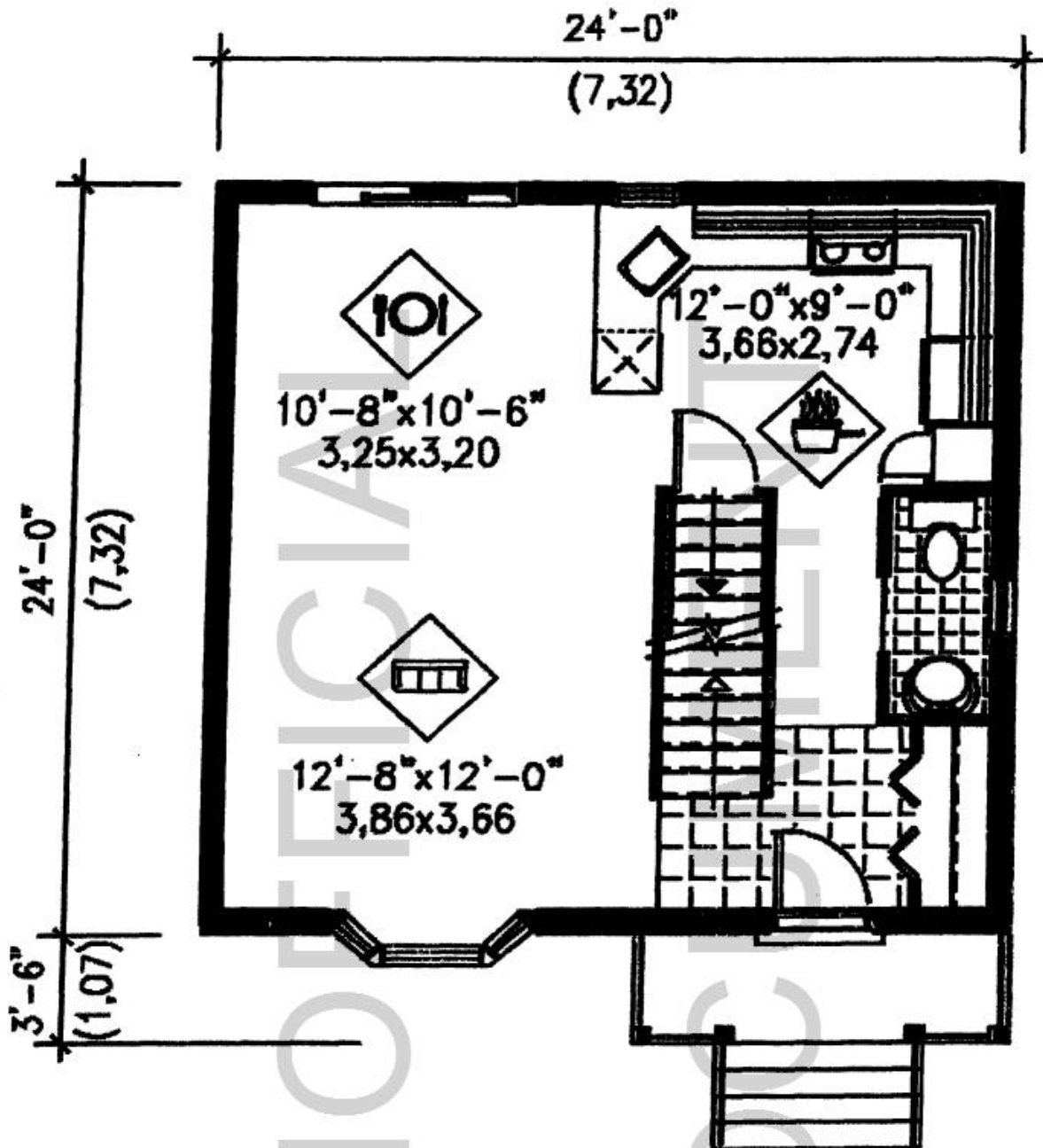


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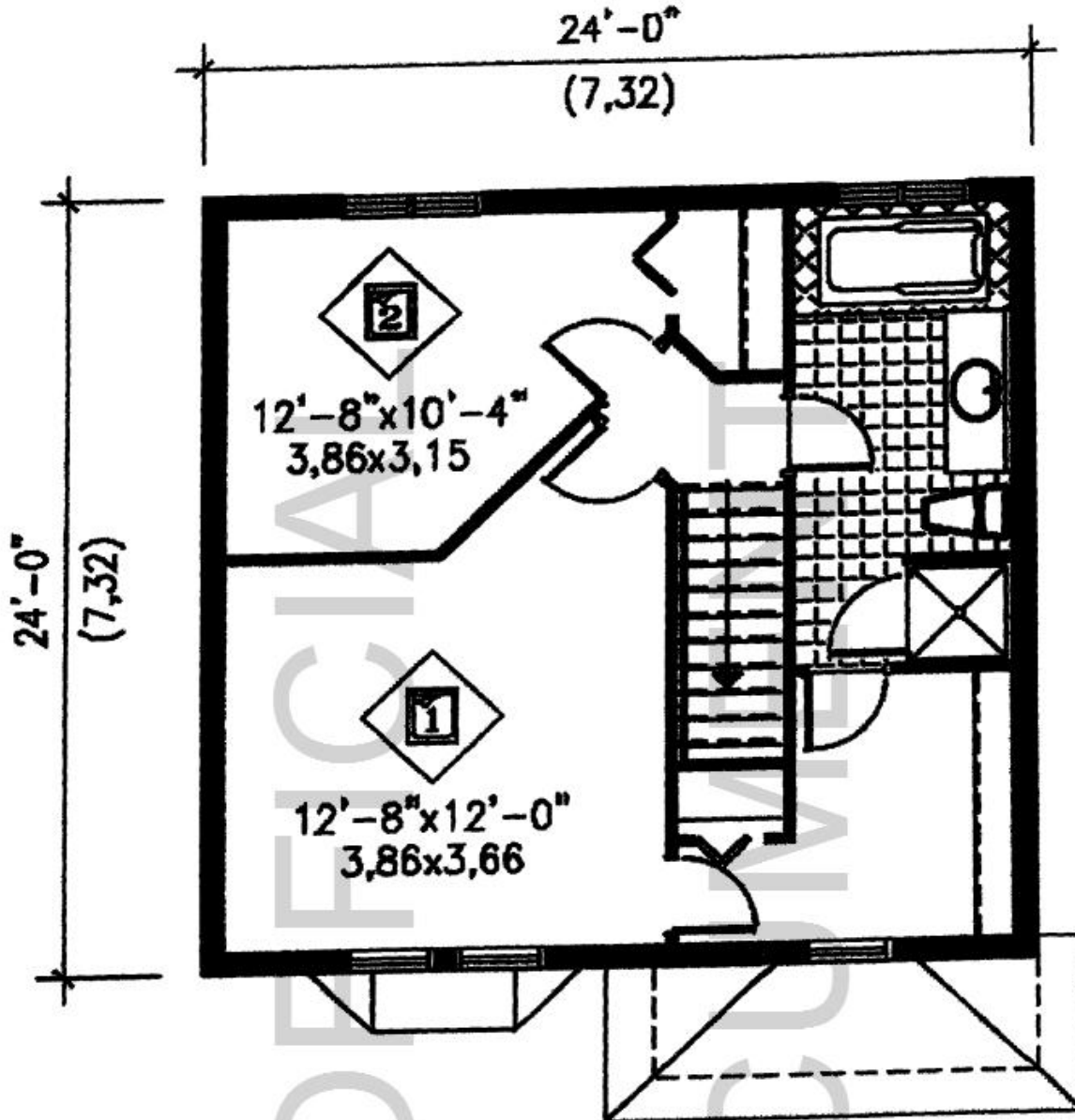
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Houseplans.com | Plan 16-1040 Summary

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## REAR ELEVATION

### More Info

#### Additional House Features

covered front porch  
great room  
kitchen island  
suited for narrow lot

#### Designer Comments

CAD files options are available in DXF format only.

Country home plans typically have a front porch, dormers, and a roof line that runs parallel to the road. Country homes also feature a large front porch with an open railing. The Country style also includes French country home plans and farmhouse plans.

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## **EXHIBIT D**

### **OPTION TO PURCHASE GRANTED BY WANAKAH LTD. PARTNERSHIP TO THE CITY OF OURAY, COLORADO**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ by and between Wanakah Ltd. Partnership, a Colorado partnership and the City of Ouray, Colorado, a Colorado municipal corporation:

#### **WITNESSETH:**

**WHEREAS**, Wanakah Ltd. Partnership (hereinafter "Owner") is the owner of certain real property located in Ouray County, Colorado, containing 7584 square feet and more particularly on that certain Legal Description prepared by Monadnock Mineral Services dated August 22, 2007, a copy of which is attached hereto and incorporated by this reference (hereinafter "Property"); and

**WHEREAS**, for good and valuable consideration, the receipt and adequacy of which is acknowledged by Owner, the Owner wishes to grant to the City of Ouray, its housing authority, or any housing authority to which it is a party or participant, and the successor, assignee or designee of either the City or such housing authority (hereinafter "City"), an Option to Purchase all or a part of the above described Property as more particularly described below.

**NOW, THEREFORE**, in consideration of value received, the sufficiency of which is hereby acknowledged by Owner, the parties to this Agreement agree as follows.

1. In the event that owner shall determine to sell, transfer, assign, convey, or otherwise alienate all or any part of the Property, Owner shall immediately give notice of the same to the City in the manner provided for herein.

2. Upon receipt of such notice the Owner and City shall proceed to establish the market value of the Property to be conveyed in the following manner. The City and Owner shall jointly appoint an appraiser to determine the market value of the Property and the cost of such appraisal shall be borne equally by Owner and the City.

3. Upon receipt of the appraisal report and the determination of market value, the City shall have the option to purchase the Property at the appraised market value. The City may exercise its option to purchase by notifying the Owner, in writing, of its election, within thirty (30) days of the receipt of notification of the determination of value.

4. The City and Owner shall thereupon enter into the appropriate standard form of contract to buy and sell real estate as shall be in use and have been published by the Colorado Real Estate Commission (hereinafter "Purchase Contract"). The Purchase



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Contract, in addition to the standard provisions, shall:

(a) Provide for closing ninety (90) days from the date of the Purchase Contract, or at a mutually agreed to earlier date.

(b) Require conveyance by General Warranty Deed free and clear of all liens and encumbrances, except the standard exceptions.

(c) Provide that the real Property shall be conveyed together with:

(1) Any and all taps, permits or development approvals obtained with respect to the Property; and

(2) Any and all rights which the Owner may have to studies or plans undertaken for the Property, including, but not limited to, soils, geohazard, engineering, toxic and other waste reports, and all surveys and architectural and building plans.

If applicable, all or some of the above described inclusions shall be conveyed by bill of sale or other legal instrument.

(d) Grant to the City, in addition to the standard rights of inspection and document review contained in the Purchase Contract, a sixty (60) day due diligence period during which time the City may, at its expense and without damaging the Property, enter onto the property and complete any tests, surveys, studies, inspections or research concerning the Property that the City deems prudent or necessary, including, but not limited to, a physical inspection, review of leases and existing debt, review of service and maintenance contracts, status of guarantees and warranties, availability, terms and cost of insurance, easements, permits, licenses, water and other utilities, environmental issues and liability, research on building and zoning regulations, regulatory compliance, title review, surveys, engineering reports, public records search, review of common interest community documents, real property taxes and assessments, etc. And further provide that if for any reason whatsoever, at the City's sole and absolute discretion, the City wishes to cancel the Purchase Contract after completing its "due diligence" it may do so without penalty by sending written notice of its election to Owner within the due diligence period.

(e) Contain a representation by the Owner that it does not have any actual knowledge of any of the following: (1) any ongoing or past environmental contamination or pollution of the Property; (2) any existing or previous use thereof for the storage of or as a landfill or dumping ground or any existing or previous other presence or location thereon of any toxic materials, wastes, hazardous substances, or other pollutants or contaminant; or (3) any release, spill or discharge of any such materials, wastes, substances or pollutants in, on, or about the Property. In addition, neither Owner's acquisition or subsequent use of the Property has been or is subject to any federal, state, municipal or local law, statute, rule, regulation or ordinance requiring or allocating responsibility for the removal of toxic materials, wastes, hazardous substances or other



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pollutants or contaminants from the Property, nor has the Owner caused the Property to be in violation of any said federal, state, municipal or local environmental law, rule statute, regulation or ordinance. And further that no lien has ever attached to the Property by reason of any state, federal, or local agency or body expending monies to clean up or remove toxic or hazardous wastes, material or substances, or other pollutants of contaminants from the Property.

(f) Contain a representation by the Owner that is has received no notice that the Property violates any law or governmental regulation, statute, ordinance, code, rule or regulation applicable to the Property.

(g) Contain a representation that the Owner has not received any notice regarding dangerous, illegal or other conditions requiring corrective action relating to the Property.

(h) Contain a representation by the Owner that there are no actions, suits or proceedings presently pending or, to Owner's knowledge, threatened against the Owner of the Property.

(i) Provide that the City may assign any and all rights and obligations it has in the Purchase contract to a housing authority formed by it, or a housing authority to which it is a party or participant, or any successor, assignee or designee of the City or such housing authority.

5. Owner agrees that during the term of this Option to Purchase it will not encumber the Property in an any manner so as to defeat or diminish any or all of the rights conveyed by this Option to Purchase; provided, however, that nothing herein shall be construed to pertain to any encumbrance customarily released at closing (e.g., Deed of Trust).

6. In the event that the City shall determine not to exercise this Option to Purchase as provided for herein, the City shall cause to be recorded in the records of the Clerk and Recorder of Ouray County a full and complete release of this Option; provided, however, that if the Owner shall have offered for sale to the City less than all of the Property for which this option is given, then the release shall pertain only to the Property offered and this Option to Purchase shall continue in full force and effect for the balance of the Property.

7. This Option to Purchase and every related document are to be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising from this Option to Purchase shall be in Ouray County, Colorado

8. This Option to Purchase shall be a burden upon and run with the Property for the benefit of the City, its housing authority or any housing authority to which is a party



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or participant, or the successor, assignee or designee of either the City or such housing authority, which may enforce this covenant and compel compliance therewith by the initiation of judicial proceedings for, but not limited to, specific performance, injunctive relief, reversion, eviction and damages. Reasonable attorney's fees and costs shall be awarded to the successful party in any litigation instituted to enforce the provisions of this Option to Purchase.

9. Any notices to be given under this Option to Purchase shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City of Ouray:

City Administrator  
City of Ouray  
Post Office Box 468  
Ouray, CO 81427

To Wanakah Ltd. Partnership:

Wanakah Ltd. Partnership  
Post Office Box 1817  
Ouray, CO 81427

The address to which any notice may be given to any party may be changed by written notice given by such party as above provided.

10. If any terms of this Option to Purchase shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraint on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provisions shall continue only for the period of the lives of the current duly elected members of the City Council for the City of Ouray, Colorado, their now living descendants, if any, and the survivors of them, plus twenty-one (21) years.

11. The parties agree that any modification to the Option to Purchase shall be effective only when made by writing signed by both parties and recorded with the Clerk and Recorder of Ouray County, Colorado.

12. The Owner and City agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement.

13. Owner certifies that it has the full rights, power and authority to and has taken all requisite action to enter into this Agreement and to carry out the obligations required to be performed by Owner. This Agreement constitutes a legal, valid and binding obligation of Owner and is enforceable against Owner in accordance with its terms.





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14. This Option to Purchase shall be recorded in the property records of Ouray County, Colorado and the original executed and recorded document returned to the City.

15. The provisions and covenants contained herein shall inure to and be binding upon the parties, their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year above first noted.

THE CITY OF OURAY, COLORADO

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

WANAKAH LTD. PARTNERSHIP

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

STATE OF COLORADO)

) ss

COUNTY OF OURAY )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ and \_\_\_\_\_, respectively of the City of Ouray, Colorado.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF COLROADO)

) ss

COUNTY OF OURAY )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ and \_\_\_\_\_, respectively of the Wanakah Ltd. Partnership.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



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Bob & Pam Larson  
342 7th Avenue  
P.O. Box 85  
Ouray, CO 81427



Phone/Fax 970-325-460  
e-mail: larsouray@qwest.net

**MONADNOCK MINERAL SERVICES**  
Professional Geologists / Land Surveyors

August 22, 2007

**Legal Description for Lots 40, 41 & 42 of the Silver Shield PUD:**

Beginning at the northwest corner of Lot 42, from whence Corner No. 9 of the Watson Placer, MS 143, bears S07°38'52"E, 1729.69 feet;

Thence, N66°59'34"E, 158.00 feet, along the northern boundary of Lots 40, 41 & 42 of the Silver Shield PUD, also being the southerly R.O.W. of Silver Shield Trail, to the northeast corner of Lot 40, to the westerly R.O. W. of North Oak Street;

Thence, S23°00'26"E, 48.00 feet, along the east boundary of said Lot 40, also being the westerly R.O.W. of North Oak Street, to the southeast corner of said Lot 40, also the northeast corner of Lot 39 of said Silver Shield PUD;

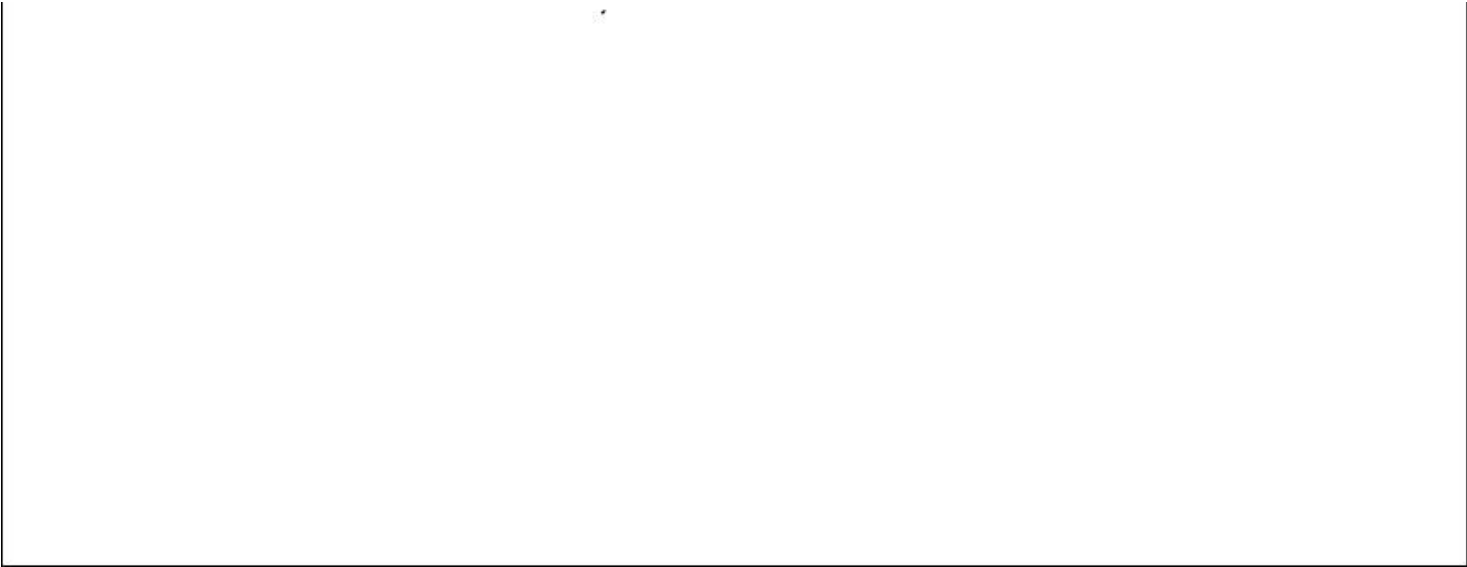
Thence, S66°59'34"W, 158.00 feet, along the southern boundary of said Lots 40, 41 & 42, also being the northern boundary of Lots 39 & 43, to the southwest corner of said Lot 42, also being the northwest corner of said Lot 43, to the easterly R.O.W. of Hinkson Terrace;

Thence, N23°00'26"W, 48.00 feet, along the west boundary of said Lot 42, also being the easterly R.O.W. of Hinkson Terrace, to the northwest corner of said Lot 42, the place of beginning.

Said Lots 40, 41 & 42 contain 7584 square feet.

Robert A. Larson  
PLS 31160





## **INTERGOVERNMENTAL AGREEMENT (IGA)**

This Agreement effective this *26<sup>th</sup>* Day of *August*, 2002, between the Board of County Commissioners of Ouray County, Colorado, (the County) and the City of Ouray, Colorado (the City).

WHEREAS, continued growth pressure in the Ouray area suggests that increased coordination between the City and the County can result in better management for directing growth to maintain the identity of the Ouray Community, promote the efficient provision of public services (central sanitary sewer and water, streets, police protection and other services) and protect our open lands, agricultural lands and alpine lands; and

WHEREAS, the City of Ouray has adopted an Annexation Plan for the Ouray Planning Area, which contains a Ouray Urban Growth Boundary and includes consideration of areas found within the unincorporated areas of Ouray County; and

WHEREAS, the State of Colorado has authorized and encouraged local governments to cooperate with each other pursuant to CRS 29-20-105, CRS 29-1-203 and 31-23-227 and section 18(2)(a) and 2(b) of Article XIV of the Colorado Constitution; and

WHEREAS, pursuant to the Municipal Annexation Act of the State of Colorado, CRS 31-12-101 through 123, the City has the authority to annex property; and

WHEREAS, under the authority granted by CRS Title 29, Article 20, a committee jointly appointed by the Board of County Commissioners of Ouray County and the Ouray City Council with the intent of reaching agreement as to development goals and policies within the greater Ouray urban area held several meetings: and

WHEREAS, pursuant to said meetings the City and County agreed to the following goals, purposes and policies to be applied to the unincorporated portion of Ouray County defined herein as the Ouray Urban Growth Management Area and the Ouray Area of Influence.

### **Goals**

The agreement will be a tool:

1. To direct growth, not simply manage growth in that area surrounding the City of Ouray as defined in the Urban Growth Management Area.
2. To consider urban development only where the full range of urban public services can be provided and within the Urban Growth Management Area.

3. To influence urban development so that it occurs within or will be annexed into the City of Ouray.

1. To protect visual corridors and in so doing retain community identity.

2. To preserve open lands, alpine lands and agricultural lands around urban areas.

3. To preserve natural areas such as streams, canyons, wetlands, wildlife habitat, alpine lands, wildlife corridors, riparian habitats and other lands.

4. To advise, consult and involve in the planning activities the owners of private property affected by these agreements.

5. To define in part by this IGA what the appropriate economic role for the county and municipality will be.

## **Section 1. Purposes**

The purposes of this Intergovernmental Agreement are as follows:

- a. Establish a process of interjurisdictional cooperation in order to manage land uses,
- b. Designate areas for urban development and direct growth to these areas,
- c. Preserve open lands, alpine lands, wildlife corridors and agricultural lands,
- d. Protect the community identities of the City of Ouray and Ouray County, and
- e. Consider unincorporated land for commercial development only when it complements the existing commercial lands in the City.

## **Section 2. Definitions**

### **2.1 Agricultural Lands.**

Lands assessed at agricultural values for five years or more or land irrigated within the last five years.

### **2.2 Alpine Lands.**

Those higher altitude lands as defined in the Ouray County Land Use Code.

### **2.3 Development, Development Application or Development Proposal.**

Any human-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, changes in use, mining, dredging, filling, grading, paving, excavations or drilling operations, except uses by right in the appropriate county zones, site development permits, and visual impact reviews.

## 2.4 Ouray Area of Influence.

An area of unincorporated land outside the Urban Growth Management Area, mutually designated by Ouray County and the City of Ouray, wherein any development or land use activity which will have impact upon the above stated goals and purposes and which bears a relation to the planning of the area within the municipality, should, to the extent possible, be reviewed by Ouray County with participation by the municipality in the review and recommendations.

## 2.5 Open Lands.

A parcel or area of land that is unimproved, which may be in public or private ownership. The lands may have scenic, agricultural or wildlife value, present recreational opportunities, or include historic landscapes. The parcels may contain significant natural features such as flood plain, steep topography, waterways, or rock outcroppings.

## 2.6 Ouray Urban Growth Boundary.

A line jointly adopted by the City of Ouray and Ouray County that encircles the City of Ouray and separates rural and urban development. The line marks the boundary of the Urban Growth Management Area.

## 2.7 Urban Development.

Development that conforms to the standards of moderate and high density residential, commercial/industrial or tourist land use categories, which is typical to urbanized areas. In the City of Ouray, these standards are outlined in the Ouray Municipal Code. Urban development also includes the types of services that are generally required to support that development such as central potable water, storm water systems, central sanitary sewer systems, quick-response fire and police protection, urban level street design and maintenance, parks and recreation programs, open space and undeveloped parks, urban level retail and commercial development and other similar services which are typically provided by cities.

## 2.8 Urban Growth Management Area (UGMA)

The unincorporated area within the Ouray Planning Area in which urban development may be allowed when annexed to the City of Ouray and which is in conformance with the Ouray City Land Use Plan, Municipal Code and Community Plan. The Urban Growth Management Area for Ouray includes an area sufficient to provide for ten to twenty-five years of anticipated and desirable urban development.

# **Section 3. Policies**

3.1 The City and County shall establish an Urban Growth Management Area (UGMA) surrounding the City of Ouray and mutually agree that said area is appropriate for the location



of urban development to the extent that it is allowed by the Ouray Community Plan, Municipal Code and Annexation Plan.

3.2 The policy of the City is to consider the annexation of all properties within the unincorporated area of the UGMA as a condition of approval of a development application or when said property becomes eligible for annexation.

3.3 The City agrees not to annex property outside the UGMA without first amending the UGMA boundary through the established amendment procedure as provided by in this agreement, Section 4.6.

3.4 The City and County shall establish an Area of Influence surrounding the City, but outside the UGMA, wherein developments which will have impact upon the above stated goals and purposes and bear relation to the planning and development of the City, are reviewed according to the Ouray County Land Use Code as it pertains to the Area of Influence.

3.5 Development, other than uses by right, is permitted to take place within the Area of Influence only with the recommendation of the Ouray Area Joint Planning Board and approval by the Ouray Board of County Commissioners.

3.6 The City and County do herein agree to establish a combined City and County Joint Planning Board, called the Ouray Area Joint Planning Board, to review and provide recommendations to the Board of County Commissioners on all development proposals within the Ouray Area of Influence and the Ouray UGMA which are subject to this agreement. Regarding review of such development proposals, said Board will replace all current boards such as the Ouray County Planning Commission. The objectives of the Ouray Area Joint Planning Board are to provide for consistent interpretation of the goals, policies and design standards as set forth in the Ouray County Land Use Code and other provisions of the IGA. The Ouray Area Joint Planning Board will be an official Ouray County advisory board.

#### **Section 4. Agreements.**

##### **4.1 Establishment of the Urban Growth Management Area and Overlay Zone.**

There is hereby established an Urban Growth Management Area (UGMA) and a Ouray Urban Growth Boundary surrounding the City of Ouray. Ouray County will amend its official zoning map to reflect the UGMA District as set forth in Exhibit A, (attached hereto and by this reference incorporated herein). The County and City agree to follow the policies and guidelines included in the Amendments to the Ouray County Land Use Code Exhibit B, C, D and E (attached hereto and by this reference made a part hereof).

##### **4.2 Establishment of the Ouray Area of Influence and Area of Influence Overlay Zone.**

There is hereby established an Area of Influence surrounding the City of Ouray, but outside the UGMA. Ouray County shall amend its official zoning map to reflect the Area of Influence as set forth in Exhibit A, (attached hereto and by this reference incorporated herein). The County and City agree to follow the policies and guidelines included in the Amendment to the Ouray County Land Use Code Exhibits B, C, D and E (attached hereto and by this reference made a part hereof). The City and County agree that until a city annexation plan exists, the Ouray County Master Plan shall apply.

#### 4.3 Establishment of Ouray Area Joint Planning Board.

There is hereby established a Ouray Area Joint Planning Board to act as the recommending body to the Ouray County Board of County Commissioners concerning all development applications for properties, except uses by right of the appropriate county zones, site development permits and visual impact reviews, as defined in the Ouray County Land Use Code, which are subject to this agreement, located within the unincorporated Ouray Area of Influence and Ouray UGMA, subject to the provisions of 4.4 D. of this Agreement. This board will consist of the five members of the Ouray County Planning Commission and three members appointed by the Ouray City Council from the Ouray City Planning Commission or their appointees and approved by the Ouray County Board of County Commissioners. Minority opinions from the Joint Planning board are encouraged. The Ouray Area Joint Planning Board will be considered an Ouray County advisory board and will operate pursuant to the procedures set forth in the county land use code and Exhibit E, the bylaws of the Ouray Area Joint Planning Board (attached hereto).

The City agrees that after review of development proposals for the Area of Influence and UGMA subject to the provisions of 4.4 D. of this Agreement, by the Ouray Area Joint Planning Board, the recommendation for approval, approval with conditions, or disapproval is forwarded to the Ouray County Board of County Commissioners. Final authority regarding approval or disapproval of development proposals rests with the Board of County Commissioners.

#### 4.4 Development Proposals within the UGMA.

A. Upon receipt of any proposal for development of property within the Ouray UGMA except uses by right of the appropriate county zones, site development permits and visual impact reviews, as defined in the Ouray County Land Use Code, the County will notify the proponent that they should file application with the City.

The applicant shall apply to the City for annexation and development of the subject property and shall agree to annex the property to the City, pursuant to an annexation agreement with the landowner, with terms that will conform to the City of Ouray Community Plan.

B. The City will consider all petitions for annexation of lands within the UGMA and will not decline to annex such property except for good cause. For the purposes of this

Section, good cause includes without limitation the following: (i) extension of one or more municipal services to the area would place an unreasonable economic burden on the existing users of such service or upon the future residents or owners of property in the area itself; (ii) the area is not contiguous to the City's existing boundaries; (iii) the development proposal fails to meet the criteria for annexation outlined in the City of Ouray Municipal Code, Community Plan-Land Use Element and Annexation Plan.

C. To the extent legally possible within the UGMA, the City will annex the full width of each County road ROW adjacent to newly annexed property. However, the City may choose to exclude specific sections of right-of-way to preserve opportunities for future contiguity. The City shall not eliminate existing accesses or discriminate against access from properties which are not within the City.

D. If the City declines to annex a development proposal within the UGMA, the policies and guidelines included in the Amendment to the Ouray County Land Use Code Exhibit B and C, (attached hereto) will apply. The City agrees to review development proposals in a timely manner.

E. Unless waived by the City, all development applications within the UGMA will conform to the City of Ouray development standards, found in the Ouray Municipal Code and the City's Community Plan.

#### 4.5 Development within the Area of Influence.

A. The Ouray Area of Influence is an area of unincorporated land outside the Ouray UGMA, mutually designated by Ouray County and the City of Ouray, wherein any proposed development or land use activity which will have impact upon the above stated goals and purposes and bear relation to the planning of the area within the municipalities should, to the extent possible, be reviewed by the City of Ouray with the opportunity to make recommendations to the County.

B. Any use by right as listed in the Ouray County Land Use Code and not requiring further review (excluding the County Building Official) shall be allowed, regardless of any provisions of this Agreement. The Ouray Area Joint Planning Board shall review any use, other than a use by right or zoning change or site development permit and visual impact reviews, which requires review according to the Ouray County Land Use Code for the Area of Influence pursuant to Sections 4.2, 4.3 and 4.4 of this Agreement.

C. Upon receipt of a development application for property within the Ouray Area of Influence, the County will present the application to the Ouray Area Joint Planning Board. The Review Board will evaluate the application according to the Ouray County Land Use Code with reference to Exhibit B, Overlay Zone, and Exhibit C, Section 5 of the Ouray County Land Use Code, and make recommendations to the Board of County Commissioners.

D. The City agrees that, after review of development proposals by the Ouray Area Joint Planning Board, the recommendations for approval, approval with conditions, or disapproval shall be forwarded to the Ouray County Board of County Commissioners and that final authority regarding approval or disapproval of development proposals rests with the Board of County Commissioners.

E. To ease the review of development proposals before the Ouray Area Joint Planning Board, the County staff will prepare reports and forward these reports in a timely manner to the City in advance of the meeting.

#### 4.6 Amendments to the Ouray Urban Growth Boundary, the Ouray Area of Influence Boundary and other Sections of this Agreement.

The City and the County agree that amendments to this Agreement will be according to the following procedures and requirements.

A. The City of Ouray, Ouray County or any individual or entity may request an amendment to the Urban Growth Boundary, the Area of Influence Boundary or other Sections of the Agreement.

B. The request shall be forwarded to the Ouray City Council and the Ouray County Commissioners for their review. The Urban Growth Boundary, Area of Influence Boundary or other Sections of this Agreement shall be amended only with the approval of the City and the County, after following City and County Procedures.

C. The amended Urban Growth Boundary, Area of Influence Boundary or Section shall be in writing, if appropriate, and be shown, on Exhibit A of this Agreement. The amendment shall be signed and dated by the Mayor of the City and the Chair of the Ouray County Commissioners.

#### 4.7 Enforcement.

It is the intent of the City and County that this Agreement is binding upon both the City and the County, and that either party hereto shall be permitted to specifically enforce any provision of this Agreement in a Court of competent jurisdiction.


#### 4.8 Term.

The Intergovernmental Agreement will remain in force and effect for an initial term of five years from the date of its execution. Subsequent to the initial term of this Agreement, it will be automatically renewed for successive five-year terms unless at least six months before its scheduled expiration, either party should notify the other party of its decision that the Agreement not be renewed. In addition, the elected City and the County officials agree to a biennial review of all elements of this Agreement and shall prepare a joint staff report to the respective legislative bodies.


#### 4.9 Prior Termination.

The County will notify the City of Ouray of any proposed or adopted amendments to Exhibits A, B, C, D and E, or to other provisions of County Land Use and zoning regulations, including uses by right. If any such amendment undermines the usefulness of this Agreement in the opinion of the City of Ouray, it may terminate this agreement with 60 days written notice to the County

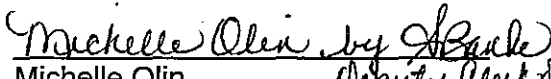
BOARD OF COUNTY COMMISSIONERS  
OURAY COUNTY, COLORADO

  
Bill Ferguson, Chairman

CITY COUNCIL, CITY OF OURAY,  
COLORADO

  
Pam Larson, Mayor

ATTEST:

  
Michelle Olin,  
County Clerk and Recorder

ATTEST:

  
Kathy Elmont  
City Clerk

## **EXHIBITS**

1. Exhibit A. Official Zoning Map delineating the Urban Growth Management Area and Area of Influence.
2. Exhibit B. Overlay Zones.
3. Exhibit C. Section 5, Ouray County Land Use Code-Uses Allowed by Special Use or Permit.
4. Exhibit D. Section 19.9, Ouray County Land Use Code-Joint Planning Boards.
5. Exhibit E. Bylaws of the Ouray Area Joint Planning Board.



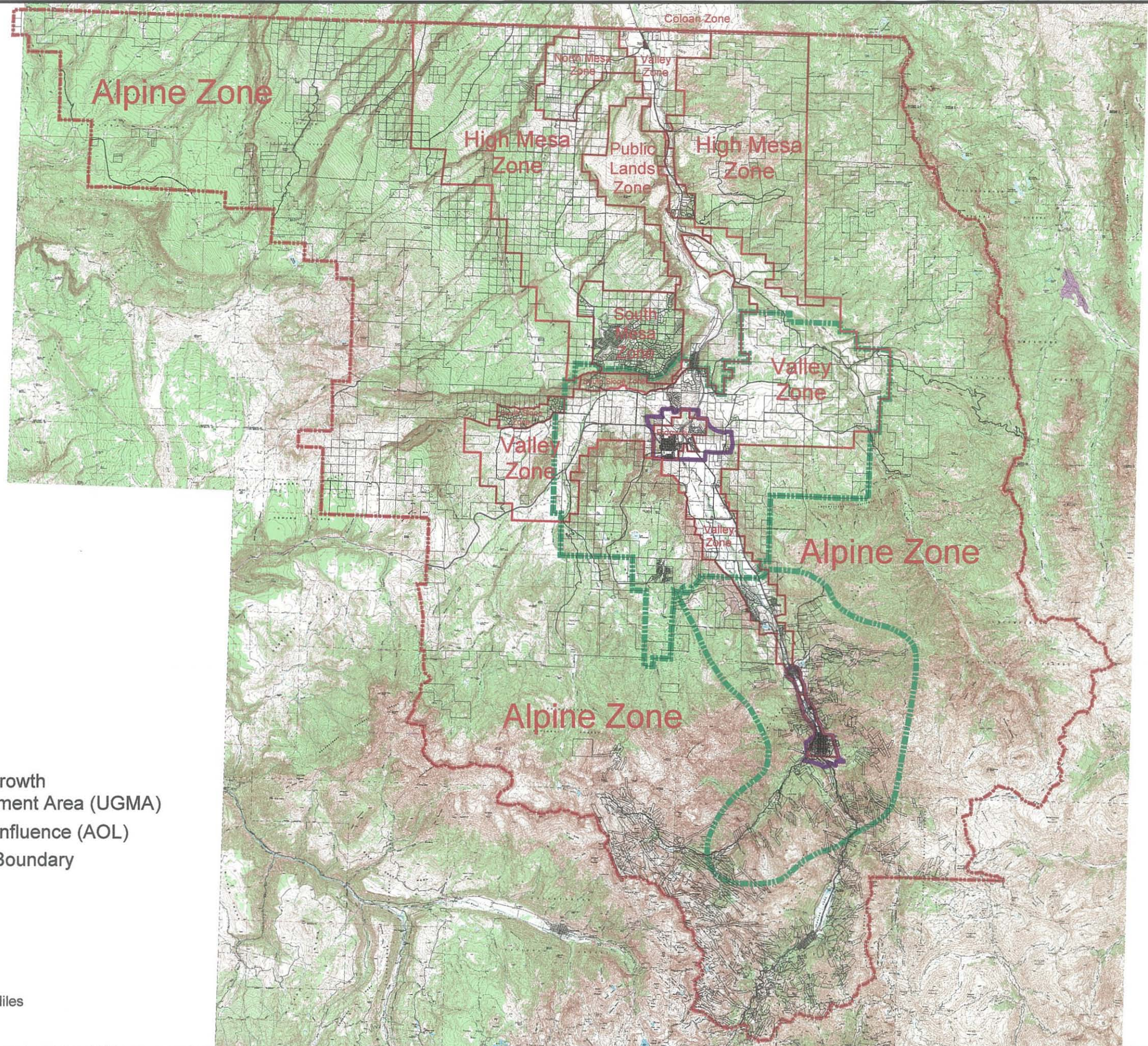
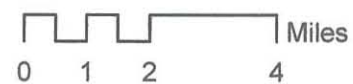
# Ouray County Zoning

## Legend

-  Parcels
-  Zoning
-  Urban Growth Management Area (UGMA)
-  Area of Influence (AOL)
-  County Boundary



July 23, 2002





## Exhibit "B"

### 3.5 OVERLAY DISTRICTS

A. Intent and purpose: Due to continued growth pressures, there is an increased need for coordination between the Municipalities and the County to promote the efficient use of services and protection of open lands, agricultural lands, alpine lands and community identities. It is therefore the intent and purpose of the Overlay Districts to establish districts and create a process to jointly review development on unincorporated property surrounding the Town of Ridgway and the City of Ouray.

B. Definitions:

1. Area of Influence (AOI). An area of unincorporated land wherein development or use of land has an impact upon the adjoining municipality.
2. Urban Development. Development that conforms to the standards of moderate and high density residential, commercial/industrial or tourist land use categories, which is typical to urbanized areas. Urban development also includes the types of services that are generally required to support that development such as central potable water, storm water systems, central sanitary sewer systems, quick-response fire and police protection, urban level street design and maintenance, parks and recreation programs, open space and undeveloped parks, urban level retail and commercial development and other similar services that are typically provided by cities and towns.
3. Urban Growth Management Area (UGMA). An area of unincorporated land adjacent to a municipality in which urban development may be allowed when annexed by the municipality. The Urban Growth Management Area includes an area sufficient to provide for ten to twenty-five years of anticipated and desirable urban growth and development for the adjacent municipality.

C. Establishment of Overlay Districts: The following Overlay Districts are hereby established:

1. The Ridgway Urban Growth Management Area.
2. The Ridgway Area of Influence
3. The Ouray Urban Growth Management Area
4. The Ouray Area of Influence

D. Overlay Districts: All Overlay Districts shall be designated on the "Official Zoning Map of Ouray County" which is on file in the records of the Ouray County Clerk and Recorder. A copy of the map is attached to this Code and in the event of any conflict between the copy and the map on file in the County records, the latter shall be conclusively deemed to prevail.



## Exhibit "B"

### E. District Uses and Requirements.

1. Within the Ridgway Area of Influence and the Ouray Area of Influence, the following uses are allowed:

- a. All uses allowed by right shall be permitted within the underlying Zone(s), as stated under Section 3 of this Code.
- b. Uses allowed by special use permit and Planned Unit Developments within the underlying Zone, as stated under Section 3 of this Code, may be permitted, upon review and approval of the Board of County Commissioners. Said uses shall follow the process as contained herein.

2. Within the Ridgway Urban Growth Management Area and the Ouray Urban Growth Management Area, the following uses are allowed:

- a. All uses allowed by right shall be permitted within the underlying Zone(s), as stated under Section 3 of this Code.
- b. Uses allowed by special use permit within the underlying Zone, as stated under Section 3 of this Code, except Home Businesses, may be permitted, upon review and approval of the Board of County Commissioners. Said uses shall follow the process as contained herein.

F. Development Review – Urban Growth Management Area. Applications for planned unit developments, special use permits, exemptions from the definition of subdivision, variances and rezoning shall first be considered for annexation by the adjoining municipality prior to submittal of an application to the County Land Use Office.

1. The municipalities will consider all petitions for annexation of lands within the adjoining UGMA and will not decline to annex such property except for good cause. For the purposes of this Section, good cause includes, without limitation, the following:

- a. Extension of one or more municipal services to the area would place an unreasonable economic burden on the existing users of such service or upon the future residents or owners of property in the area itself.
- b. The area is not contiguous to the municipality's existing boundaries.
- c. The development proposal fails to meet the criteria for inclusion and annexation in the initial growth boundary outlined within the municipality's master or comprehensive plan.

2. If the municipality declines an annexation proposal within the UGMA, the Applicant/Developer may then submit a completed application to the Ouray County Land Use Office. Depending upon the request, the application shall

## Exhibit "B"

include all information and documentation as set forth and outlined under the various sections of this Code. In addition, the application shall also include a written denial of annexation from the respective municipality.

G. Development Review – Area of Influence. Applications for planned unit developments, special use permits, exemptions from the definition of subdivision, variances and rezoning shall be submitted to the Ouray County Land Use Office and shall follow the requirements, standards and processes as set forth and outlined under the various sections of this Code.

H. Joint Planning Boards. Applications for planned unit developments, special use permits, exemptions from the definition of subdivision, variances and rezoning located within an Urban Growth Management Area or an Area of Influence shall be reviewed by a Joint Planning Board, rather than the Ouray County Planning Commission, and the Joint Planning Board shall make a recommendation to the Board of County Commissioners.

1. When a request is located within the Ridgway Urban Growth Management Area or the Ridgway Area of Influence, the Ridgway Area Joint Planning Board shall review the application.
2. When a request is located within the Ouray Urban Growth Management Area or the Ouray Area of Influence, the Ouray Area Joint Planning Board shall review the application.

## Section 5

### USES ALLOWED BY SPECIAL USE PERMIT

#### 5.1 INTENT:

A. To provide for uses allowed by special use permit as designated under Section 3, Zoning Provisions - Zones. Such uses may be allowed only by approval of the Board of County Commissioners whose determination shall be based on the purposes, standards and requirements as set forth under this Section. In granting approval for a special use, the County Commissioners may impose additional conditions, which comply with the purposes and intent of this Code.

#### 5.2 PERMIT PROCEDURES

A. A Special Use Permit application, together with the information described below and the required fees shall be submitted to the County Land Use Administrator at least forty five (45) days prior to the Board of County Commissioner's meeting at which the request will be initially considered. **In addition, the applicant shall submit notification postcards that are to be obtained from the County Land Use Office prior to submittal of the application. The postcards will contain all pertinent information and will be stamped and addressed to all adjacent property owners.**

B. In addition to the provisions required under Section 5.3 the following information shall be submitted.

(1) Site Plan

(2) Signature of owner(s) of all property, authorizing application. If land included in an application is leased to an applicant, terms and length of the lease shall be provided.

(3) An explanation of the operation or use.

C. Prior to taking action on the requested special use permit the County Commissioners:

(1) May submit a copy of the application and accompanying data to the County Planning Commission for review and comment and may request that the Planning Commission hold a public hearing as indicated in Section 5.4 below.

(2) May hold a public hearing on the application as indicated in Section 5.4, below.

(3) **If the request is located within an Urban Growth Management**

## Exhibit "C"

**Area or Area of Influence the request will be reviewed by the appropriate Joint Planning Board. The Joint Planning Board may hold a public hearing on the application as indicated in Section 5.4, below.**

D. A copy of the application and the accompanying information shall be submitted to the **Planning Commission or Joint Planning Board** and appropriate agencies for review and comment. **If the request is located within an Urban Growth Management Area or Area of Influence the request will be submitted to the adjacent municipality for review and comment.**

E. The County Commissioners, in granting approval, may condition the operation in order to ensure compatibility with surrounding uses and to ensure that impacts are properly mitigated. The County Commissioners may place conditions on the length of time a use may be operated, and may require periodic review.

F. The applicant/operator must, at all times, be in compliance with all applicable state and federal laws and regulations. The permit may be refused or withdrawn in case of non-compliance with such laws or regulations.

G. If land included in an approved application or use is leased to the applicant, the applicant or his successors shall notify the County of any changes in the lease that may occur following approval by the County Commissioners. The permit may be refused or withdrawn in case of non-compliance with such lease.

H. If the Board of County Commissioners shall determine, on the basis of information submitted and available to it, that a proposed operation will have an impact on, or will necessitate, improvements to facilities or services provided by the County, the school districts or other governmental entities within the County, the Board may, as a condition of special use permit approval, require that the developer take steps to mitigate this impact by payment of impact fees or provision of in-kind contributions as provided by this Code.

### 5.3 REVIEW REQUIREMENTS:

The following regulations shall apply to special uses allowed by permit only, as indicated.

A. **All special uses allowed in the various zones under Section 3 of this Code, shall be subject to the following provisions:**

(1) **Proof that such use does not create undue danger in surrounding areas, does not cause water pollution and does not create substantial amounts of offensive noise, vibration, smoke, dust, odors, heat, glare or other objectionable influences beyond the boundaries of the property on which such use is located.**

(2) **At the discretion of the County Commissioners, a written plan**

Exhibit "C"

may be required indicating methods to be used to minimize smoke, odors, dust and similar environmental problems, which might result from the operation of the proposed use.

(3) Evidence that adequate access, potable water and sewage disposal is available.

(4) The special uses shall be subject to the provisions of the Visual Impact Regulations found in Section 9 of this Code.

(5) The requested use will not unduly impact wildlife.

(6) Evidence that the use shall not alter, restrict, inhibit or interfere with historic irrigation practices, headgates, ditches and ditch right-of-way.

(7) Evidence that the use is not located within any area subject to geohazards, including, but not limited to rockfall areas, avalanches, landslide, potentially unstable slopes, slopes greater than 30 percent, alluvial fans, talus slopes, Mancos shale, faults, expansive soils or ground subsidence. If the proposed use is located within areas subject to the effects of geological hazards, evidence shall be presented by the applicant that such hazards have been avoided. If avoidance is not possible, evidence shall be provided that hazards have been mitigated. The County may require qualified professional geologic or engineering certification that the proposed land use can be located or developed in a safe manner.

(8) Evidence that the property has no chemical contamination. If the property is chemically contaminated, a mitigation plan must be presented that would satisfactory resolve the chemical contamination.

(9) The request is consistent and compatible with the community character and surrounding land uses within the area for which the request is being proposed.

(10) The request would not have a material adverse effect on the surrounding area.

(11) At the discretion of the County, periodic review may be required.

(12) The use will not create impacts on existing infrastructure beyond what would be created by a use by right.

B. Sand and gravel, oil and gas, commercial logging, mineral operations and mineral extraction and processing operations, if allowed, shall be subject to the

## Exhibit "C"

following conditions:

- (1) All applicable state and federal permits have been obtained or will be obtained before commencement of the proposed use.
- (2) Permits shall be granted for the uses listed above only if the applicant/operator is in full compliance with all rehabilitation and reclamation requirements. The permit may be withdrawn if, at any time, applicant is in non-compliance. Where no state or federal agency requires a rehabilitation or reclamation plan, the County may do so. Said plan shall depict, in writing and graphically, the proposed methods for restoring any disturbed areas, to include the extent and type of revegetation proposed. In addition, in the case of a proposed commercial logging operation, the County may require the Applicant/Operator to submit a site-specific forest management plan which shall address such matters as the size of trees to be taken, the locations of the proposed operation, time of year of the operation, clean-up, reforestation and related items. The County, in its discretion, with concurrence with the Applicant, may obtain independent review of the site-specific forest management plan, with the costs of such review being borne by the Applicant/Operator.
- (3) Truck traffic to and from such uses shall not create undue hazards or nuisance to areas elsewhere in the County, nor shall it unduly damage public roads. **If it is found that hazards, nuisances or damage to public roads will occur from the proposed use, a mitigation plan shall be submitted.**
- (4) If the County Commissioners shall determine, on the basis of information submitted and available to them, that a proposed operation will have an impact on, or will necessitate improvements to facilities or services provided by the County, the school districts or other governmental entities within the County, the Board may, as a condition of special use permit approval, require that the developer take steps to mitigate this impact by payment of impact fees or provision of in-kind contributions. The amount or nature of such requirement shall be ascertained by the extent of the impact and will be calculated to cause the facility or service impacted to provide at least as high a level of service after full development of the special use as existed at the time the special use was approved. If impact fees are paid, the amount of such fees shall be used or set aside for the purpose for which it was paid.

C. As allowed within specific zones cemeteries, schools, bed and breakfast operations, churches, commercial equestrian activities, commercial outdoor recreation, livery or horse rental operations, commercial uses, commercial camping, and guest ranches shall be subject to the following provisions:

## Exhibit "C"

- (1) In the case of cemeteries and schools, such proposed uses shall serve an obvious public need.
- (2) Sufficient distance shall separate such uses from abutting properties, which might otherwise be damaged or diminished in value due to the operation of the proposed use.
- (3) Satisfactory proof shall be given that such uses will be properly maintained.
- (4) Truck and automobile traffic to and from such uses shall not create hazards or nuisance to areas elsewhere in the County.
- (5) Sufficient off-street parking, as required in Section 7.2(M) of this Code shall be provided to accommodate the expected volume of users of the proposed facilities. Bed and breakfast operations shall provide parking to the same extent required for hotels and motels under this Code.
- (6) For Guest Ranches:
  - (a) Hours and months of operation.
  - (b) Traffic impacts, such as noise and dust, and any abatement measures necessary to mitigate impacts from traffic.
  - (c) Ancillary facilities, such as trails, and proof of permission to use off-site facilities, if necessary.
  - (d) Maximum numbers of guests on the site at any time.
  - (e) Portion of the site to be used for operations.
  - (f) Signs
  - (g) Any other nuisance abatement measures identified by the County.
  - (h) If any portion of the land included in the application is leased to the applicant, the applicant shall supply a copy of the lease.
  - (i) If the operator is to be someone other than the owner of the land or the applicant, he or she shall be identified as part of the application.

### 5.4 PUBLIC NOTICE AND HEARING:

Before granting a special use permit, the Board of County Commissioners may hold a

## Exhibit "C"

public hearing, or direct that the Planning Commission hold a public hearing **or the Joint Planning Board may hold a public hearing** on the matter. **If a public hearing is required**, notice of such hearing shall be published at the expense of the applicant, in a newspaper of general circulation within Ouray County at least **fifteen (15)** days prior to the hearing date. In addition, written notice of the hearing shall be mailed at least **fifteen (15)** days prior to the hearing date to the applicant. The County Commissioners **shall** also require that the applicant give notice to the owners of properties adjacent to the property in question at least **fifteen (15)** days prior to the hearing and, in that case, shall require the applicant to provide proof that the notice was given.

### 5.5 FEES FOR SPECIAL USE APPLICATIONS:

Application fees for special use permits will be in accordance with the County's current fee schedule.



19.9 JOINT PLANNING BOARDS:

A. Establishment: There are hereby established a Ridgway Area Joint Planning Board and a Ouray Area Joint Planning Board to act as recommending bodies to the Ouray County Board of County Commissioners. The Joint Planning Boards will review specific development applications for properties located within the Ridgway Area of Influence, Ridgway Urban Growth Management Area, the Ouray Area of Influence and the Ouray Urban Growth Management Area.

B. Appointment of Members: The Ridgway Area Joint Planning Board and the Ouray Area Joint Planning Board shall consist of a total of eight (8) members. Membership shall be as follows:

1. The eight (8) members of the Ridgway Area Joint Planning Board shall consist of the five (5) members of the Ouray County Planning Commission and three (3) members selected by the Ridgway Town Council from the Ridgway Town Planning Commission or if no Planning Commissioners are available shall select three (3) persons who reside within the limits of the Town of Ridgway. The Ouray County Board of County Commissioners shall approve or reject any or all of the names submitted by the Ridgway Town Council.
2. The eight (8) members of the Ouray Area Joint Planning Board shall consist of the five members of the Ouray County Planning Commission and three (3) members selected by the Ouray City Council from the City of Ouray Planning Commission or if no Planning Commissioners are available shall select three (3) persons who reside within the limits of the City of Ouray. The Ouray County Board of County Commissioners shall approve or reject any or all of the names submitted by the Ouray City Council.
3. The terms of the Joint Planning Boards' members shall be as follows:
  - a. From the Ouray County Planning Commission, membership shall coincide with their appointed terms.
  - b. The members appointed from each municipality shall serve for staggered three-year terms.
4. The Board of County Commissioners, at the request of the Ouray County Planning Commission or the Town of Ridgway or City of Ouray, may also, at its discretion, appoint any associate members to each of the Planning Boards to serve in place of any member of the Board who may be absent from the County, who is ill, who may have any financial or personal interest in any matter brought before the Commission or who may be otherwise unable to function or serve in his appointed capacity as a member of the Planning Commission.
5. Any member may resign from the Planning Boards upon sending written notice of such resignation to the Chairman of the Board of County

## Exhibit "D"

Commissioners.

C. Powers and Duties: The Ridgway Area Joint Planning Board and the Ouray Area Joint Planning Board will be considered Ouray County advisory boards. The Joint Planning Boards shall review those applications for development as outlined under Section 3.5 of this Code. The Joint Planning Boards will not have the authority to adopt a master plan pursuant to Section 30-28-106(1) of the Colorado Revised Statutes.

**BYLAWS  
OF  
THE OURAY AREA JOINT PLANNING BOARD**

**PREAMBLE**

The Ouray Area Joint Planning Board has the authority and responsibilities as defined by the Ouray County Land Use Code. These Bylaws are for the purpose of creating an organizational framework for the Joint Planning Board and should not be construed as diminishing or increasing the authority or the responsibilities as specified within the Land Use Code.

**SECTION I  
MEMBERSHIP**

A. The Ouray Area Joint Planning Board shall consist of a total of eight (8) members. Membership shall include the five (5) members and one (1) associate member of the Ouray County Planning Commission and three (3) members and one (1) associate member selected by the Ouray City Council and appointed by the Board of County Commissioners. Each of the members of the Ouray Area Joint Planning Board shall be a resident of the County.

B. The term of appointed members of the Planning Board shall be three (3) years and until their respective successors have been appointed and the terms of the office shall be staggered.

C. Associate members may take the place of a regular member in the event any regular member is temporarily unable to act owing to absence from the County, illness, interest in any matter before the Planning Board, or any other cause, his/her place may be taken during such temporary disability by an associate member. The associate member appointed to the Ouray County Planning Commission may only take the place of one of the five Planning Commission members and the associate member appointed from the City of Ouray may only take the place of one of the three City members

D. Any member may resign from the Ouray Area Joint Planning Board by giving written notice of such resignation to the Chairperson of the Board of County Commissioners and, in the event of such resignation or other vacancy on the Ouray Area Joint Planning Board, the Board of County Commissioners shall appoint a replacement to serve for the remaining term of the member leaving the Planning Board.

**SECTION II  
OFFICERS**

A. The office of the Chairperson shall be held by the Chairperson of the Ouray County Planning Commission and the office of the Vice Chairperson shall be held by the Vice Chairperson of the Ouray County Planning Commission. Such other officers

## Exhibit "E"

and assistant officers as may be deemed necessary may be appointed by the Ouray Area Joint Planning Board. No person may hold more than one office at the same time.

B. The Chairperson shall preside at all meetings of the Ouray Area Joint Planning Board and shall be the chief executive officer, performing such duties as are usually associated with such position.

C. The Vice Chairperson shall serve in the absence or incapacity of the Chairperson.

D. In the absence of the Vice Chairperson the senior member shall preside at the meeting.

### **SECTION III** **MEETINGS**

A. When an application for development as defined in the Ouray County Land Use Code warrants the need for the Joint Planning Board to meet the meeting shall be held on the third Tuesday of each month at 7:00 p.m. at the Ouray County Land Use Office. The Ouray Area Joint Planning Board may, by majority vote at any meeting, alter the date, time and/or place of the next subsequent regular meeting.

B. Special meetings may be held at any time upon call of the Ouray Area Joint Planning Board Chairperson. In the event of such a special meeting, notice of the place, time and purpose of the meeting shall be given to the members of the Ouray Area Joint Planning Board and posted at the Ouray County Courthouse at least twenty-four (24) hours before the meeting. Notice of special meeting need not be given, individually, to the Ouray Area Joint Planning Board members or posted at the Courthouse if said special meeting is announced at a regular meeting of the Ouray Area Joint Planning Board.

C. A quorum shall consist of five (5) voting members of the Ouray Area Joint Planning Board. The quorum shall be made up of three (3) members or two (2) members and one (1) associate member of the Ouray County Planning Commission and two (2) members or one (1) member and one (1) associate member from the City of Ouray.

D. The business of the Joint Planning Board shall be conducted in accordance with the Colorado Open Meetings Law. (C.R.S., Section 24-6-401, et seq.) Any meeting may be continued from time to time to a specific day upon motion duly made and carried and no notice of the continuance need be given except by announcement at the meeting.

E. On question of parliamentary procedure not covered by these bylaws, the most recent available edition of Roberts's Rules of Order shall govern. The order of business at all meetings shall be as follows:

1. Approval of minutes from prior meetings.

## Exhibit "E"

2. Administrative items/review of agenda.
3. Disposition of unfinished business.
4. Presentation and disposition of new business.
5. Adjournment.

The order of business may be modified upon the majority vote of members of the Ouray Area Joint Planning Board.

F. Members of the Ouray Area Joint Planning Board must be present in person to vote.

### **SECTION IV** **OURAY AREA JOINT PLANNING BOARD PROCEDURES**

A. All applications and other matters requiring Ouray Area Joint Planning Board approval or recommendation shall follow the procedure that is outlined in the Ouray County Land Use Code.

B. No matter shall be placed on the agenda of a regular meeting of the Ouray Area Joint Planning Board unless it has been submitted in accordance with the Ouray County Land Use Code, together with all required fees, at least forty-five (45) days prior to the regular meeting. This time period may be waived by majority vote of the Ouray Area Joint Planning Board at the meeting.

C. The County Land Use Department shall, as expeditiously as possible, after receipt of an application and the required fees, make submissions, as required by law or regulation, the other agencies and governmental entities.

D. The Ouray Area Joint Planning Board shall take substantive action on any matter officially submitted to it within the time period specified by state law, regulation or resolution of the Board of County Commissioners.

E. Unless otherwise specified by law, regulation or resolution of the Board of County Commissioners, "official submission" shall be deemed to have occurred when:

1. All necessary forms, information, plats and fees have been submitted, and
2. All required submissions have been made to state agencies and other governmental entities and reports have been received back or required waiting periods have elapsed, and
3. All required notices have been published and hearings held in accordance with the applicable regulations.

F. The report or action of the Ouray Area Joint Planning Board shall be in the form of a written resolution transmitted to the Board of County Commissioners.

**SECTION V**  
**VOTING**

- A. All actions of the Ouray Area Joint Planning Board shall be made by motion.
- B. Voting shall be by a show of hands unless a roll call is requested and the Secretary shall keep or cause to be kept, a record of the vote and the absence of any member.
- C. Tie Vote
1. A tie vote on any motion means the defeat of the motion for a lack of a majority vote.
  2. When a tie vote occurs and no other motion is passed on the item, the item shall be forwarded to the Board of County Commissioners with a report of the tie vote. In addition to the report of the tie vote, supporting and objecting opinions shall be submitted to the Board.

**SECTION VI**  
**AMENDMENTS**

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Ouray Area Joint Planning Board at any special meeting called for that purpose or at any regular meeting where the matter has been duly placed on the agenda. No such amendment shall be effective until the same has been approved by the Board of County Commissioners.

**SECTION VII**  
**ADOPTION**

These bylaws were passed and adopted by the Ouray County Ouray Area Joint Planning Board at a regular meeting of the members at the Ouray County Land Use Office in Ouray, Colorado, on the 18 day of October, 2002.

By:   
Chairperson Ouray Area Joint Planning Board

Approved and ratified by the Board of County Commissioners of Ouray County, Colorado, at a regular meeting of the Board on the 20<sup>th</sup> day of August, 2002.

Exhibit "E"

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF OURAY COUNTY, COLORADO

By: Michelle Ali  
County Clerk

By: William Fargnoli  
Chairperson



**From:** Opioids <[opioids@coag.gov](mailto:opioids@coag.gov)>

**Sent:** Friday, October 1, 2021 4:00 PM

**To:** Heidi Williams <[Heidi.Williams@coag.gov](mailto:Heidi.Williams@coag.gov)>

**Subject:** FW: Colorado Opioid Settlement and MOU Documents - Action Needed

**PHIL WEISER**  
Attorney General

**NATALIE HANLON LEH**  
Chief Deputy Attorney General

**ERIC R. OLSON**  
Solicitor General

**ERIC T. MEYER**  
Chief Operating Officer



**RALPH L. CARR**  
**COLORADO JUDICIAL CENTER**  
1300 Broadway, 10th Floor  
Denver, Colorado 80203  
Phone (720) 508-6000

**STATE OF COLORADO**  
**DEPARTMENT OF LAW**

October 1, 2021

Dear Commissioner, Mayor, Administrator, Manager and/or Attorney:

We are pleased to inform you that the Colorado Department of Law has come to an agreement with Colorado's local governments for distributing opioid settlement and recovery funds to local counties and municipalities. The attached Memorandum of Understanding ("MOU") is the product of a lengthy and complex negotiation between the Attorney General's Office, Colorado Counties, Inc. ("CCI"), Colorado Municipal League ("CML"), and many negotiating local governments detailing that distribution process.

As you may know, the State, as well as several Colorado local governments, have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That litigation recently resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, resulting in up to approximately \$400 million in settlement funds for both the State and Colorado local governments to abate the opioid crisis.

To maximize the settlement funds within Colorado, it is important that all Colorado counties and municipalities participate in these settlements and the distribution process by signing the following four documents:

1. The MOU that lays out the allocation of Opioid recoveries in the State of Colorado;
2. The Subdivision Settlement Participation Form that releases subdivisions' legal claims against Johnson & Johnson;
3. The Subdivision Settlement Participation Form that releases subdivisions' legal claims against AmerisourceBergen, Cardinal Health, and McKesson; and
4. The Colorado Subdivision Escrow Agreement that ensures subdivisions' legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.



We are asking you to present the enclosed MOU, Subdivision Settlement Participation Forms, and Colorado Subdivision Escrow Agreement to the body or individual with authority to approve and execute the documents on behalf of your county or municipality. We request that you return the signed documents as detailed below by **November 5, 2021**. If you are unable to return the signed documents by this date, please contact Heidi Williams, Department of Law Director of Opioid Response, at [Heidi.Williams@coag.gov](mailto:Heidi.Williams@coag.gov). By promptly returning the signed documents, we will be able to put Colorado and our local governments in a position to maximize our share of the settlements and begin putting the settlement funds to use abating the crisis in our communities.

Please email or mail the signed documents to either CCI or CML at the following addresses:

<b><u>For Counties:</u></b> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203  Email: Kiley Burress <a href="mailto:KBurress@ccionline.org">KBurress@ccionline.org</a> Katie First <a href="mailto:KFirst@ccionline.org">KFirst@ccionline.org</a>	<b><u>For Municipalities:</u></b> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203  Email: <a href="mailto:opioidsettlement@cml.org">opioidsettlement@cml.org</a>
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For more information about the opioid response funds, please check out our website at [www.coag.gov/opioids](http://www.coag.gov/opioids). If you have any questions about the Colorado MOU, the settlements, or this letter, please contact Heidi Williams, Department of Law Director of Opioid Response, at [Heidi.Williams@coag.gov](mailto:Heidi.Williams@coag.gov).

Thank you for your partnership and commitment to Colorado.

Phil Weiser  
Attorney General

## **Colorado Opioids Settlement Memorandum of Understanding**

### **Summary**

Below is a brief overview of the key provisions outlined in the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”). The Colorado MOU was signed by Colorado Attorney General Phil Weiser on August 26, 2021. In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds. The points below summarize the framework laid out in the Colorado MOU for distributing and sharing opioids settlement proceeds throughout Colorado. Please see the full Colorado MOU and exhibits for additional details.

While Colorado’s local governments are currently being asked to participate in recent settlements with the “Big 3” Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements.

#### **A. Allocation of Settlement Funds**

The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 1. 10% directly to the State (“State Share”)**
- 2. 20% directly to Participating Local Governments (“LG Share”)**
- 3. 60% directly to Regions (“Regional Share”)**
- 4. 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”)**

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

## **B. General Abatement Fund Council**

A General Abatement Fund Council (the “Abatement Council”), consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

## **C. Local Government Share (20%)**

Twenty percent of settlement funds will be paid directly to Participating Local Governments. Exhibit D to the Colorado MOU lists the percentage to each County Area (that is, the county government plus the municipalities within that county), and Exhibit E further breaks down those allocations to an intracounty level using a default allocation.

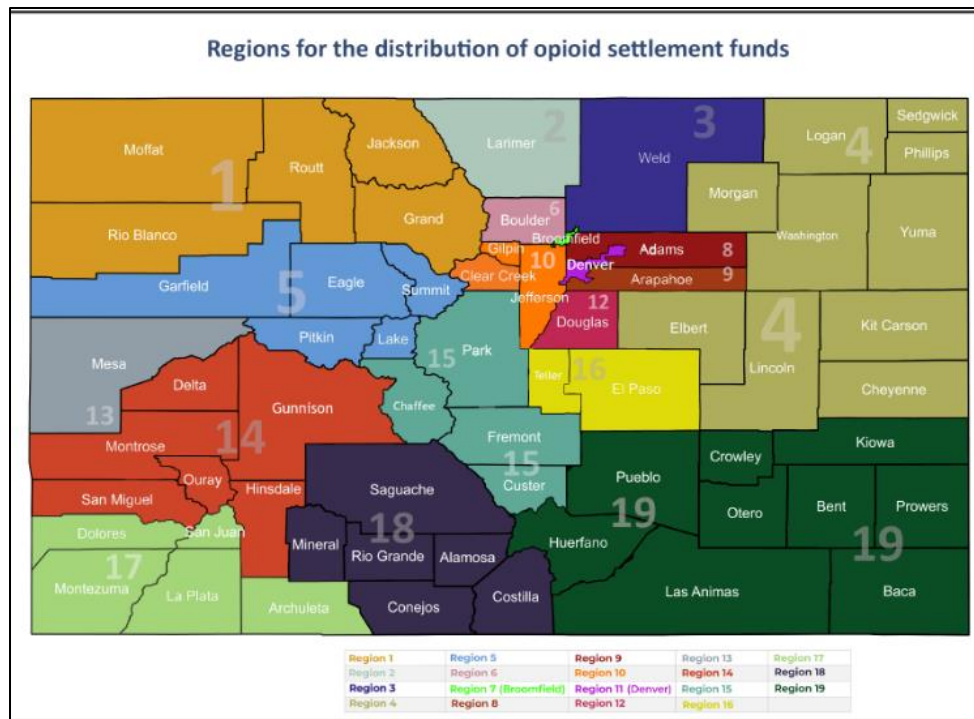
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of opioids distributed within the county.

The intracounty allocations in Exhibit E are a default allocation that will apply unless the local governments in a County Area enter into a written agreement providing for a different allocation. These allocations are based on a model, developed by health economist experts, which uses data from the State and Local Government Census on past spending relevant to opioid abatement.

Participating Local Governments will provide data on expenditures from the LG Share to the Abatement Council on an annual basis. If a local government wishes, it may forego its LG Share and direct it to the Regional Share. A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.

## **D. Regional Share (60%)**

Sixty percent of settlement funds will be allocated to single- or multi-county regions made up of local governments. These regions were drawn by local governments to make use of existing local infrastructure and relationships. The regional map is shown below, as well as in Exhibit C to the Colorado MOU:



Allocations to regions will be calculated according to the percentages in Exhibit F. Each region will create its own “Regional Council” to determine what Approved Purposes to fund with that region’s allocation from the Regional Share. Regional governance models are attached to the Colorado MOU as Exhibit G. Each region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate, subject to the terms of the Colorado MOU. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.

#### **E. State Share (10%)**

Ten percent of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

#### **F. Statewide Infrastructure Share (10%)**

Ten percent of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.

The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

#### **G. Attorneys' Fees and Expenses Paid Through a Back-Stop Fund**

To a large extent, the national opioid settlements occurred because of the pressure that litigating entities and their counsel exerted on defendants through their lawsuits. The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements. The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.

Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

#### **H. Participation in the Colorado MOU and Expected Timeline**

The MOU was designed to ensure that as many local governments as possible would agree to its terms. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. On August 26, 2021, Colorado Attorney General Phil Weiser signed the MOU. It is projected that settlement funds from the "Big 3" Distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.

Along with the MOU, each local government will need to sign a Subdivision Settlement Participation Form for each of the settlements (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

A copy of the MOU with signature pages for each local government, the Subdivision Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement will be

provided by the Attorney General’s Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

<b><u>For Counties:</u></b>  Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203  Email: Kiley Burress at <a href="mailto:KBurress@ccionline.org">KBurress@ccionline.org</a> Katie First at <a href="mailto:KFirst@ccionline.org">KFirst@ccionline.org</a>	<b><u>For Municipalities:</u></b>  Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203  Email: <a href="mailto:opioidsettlement@cml.org">opioidsettlement@cml.org</a>
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If you have any questions, please reach out to Heidi Williams of the Colorado AG’s office at [Heidi.Williams@coag.gov](mailto:Heidi.Williams@coag.gov).

**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING  
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

**A. Definitions**

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).<sup>1</sup>
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

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<sup>1</sup> For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

**B. Allocation of Settlement Proceeds**

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds



to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:<sup>2</sup>
  - a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
  - b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
  - c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
  - d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

### **C. General Abatement Fund Council**

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

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<sup>2</sup> This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

- 3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.
- 4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:
  - a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
  - b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
  - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
  - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
  - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

#### **D. State Share**

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

#### **E. LG Share**

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

#### **F. Regional Share**

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
  - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
  - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
  - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
  - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
  - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.



6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
  - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
  - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
  - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
  - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
  - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
  - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,<sup>3</sup> regarding the alleged offending conduct and proposed remedial action; and
  - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

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<sup>3</sup> Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

**G. Statewide Infrastructure Share**

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
  - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
  - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
  - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
  - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
  - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

## **H. General Terms**

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.<sup>4</sup>
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

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<sup>4</sup> For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

#### **I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund**

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

<b>Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population<sup>5</sup></b>	<b>Incentive Payment B Eligibility Percentage</b>
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

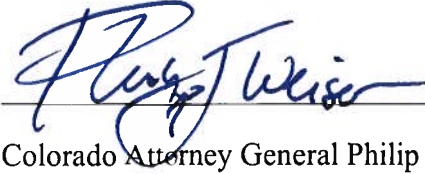
4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
  - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
  - b. One (1) member appointed by CML from a litigating city;
  - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
  - d. One (1) member appointed by the Attorney General’s Office; and
  - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.



8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:

  
Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by:

\_\_\_\_\_

Name & Title\_\_\_\_\_

On behalf of \_\_\_\_\_

# Exhibit A

## **POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES**

### **I. TREATMENT**

#### **A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS**

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

## **B. INTERVENTION**

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

## **C. CRIMINAL-JUSTICE-INVOLVED PERSONS**

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
  - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

**D. WOMEN WHO ARE OR MAY BECOME PREGNANT**

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

## **E. PEOPLE IN TREATMENT AND RECOVERY**

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

## **II. PREVENTION**

### **F. PRESCRIBING PRACTICES**

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:



- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

#### **G. MISUSE OF OPIOIDS**

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

#### **H. OVERDOSE DEATHS AND OTHER HARMS**

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

### **III. ADDITIONAL AREAS**

#### **I. SERVICES FOR CHILDREN**

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

#### **J. FIRST RESPONDERS**

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

#### **K. COMMUNITY LEADERSHIP**

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

**L. STAFFING AND TRAINING**

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**M. RESEARCH**

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

**N. OTHER**

1. Administrative costs for any of the approved purposes on this list.

# Exhibit B

## Colorado Local Governments\*

Government Name	County	Gov't Type	Multi-County
<b>Adams County</b>	<b>Adams</b>	<b>County</b>	
Arvada	Adams	City	2 counties
Aurora	Adams	City	3 counties
Bennett	Adams	City	2 counties
Brighton	Adams	City	2 counties
Commerce City	Adams	City	
Federal Heights	Adams	City	
Lochbuie	Adams	City	2 counties
Northglenn	Adams	City	2 counties
Thornton	Adams	City	2 counties
Westminster	Adams	City	2 counties
<b>Alamosa County</b>	<b>Alamosa</b>	<b>County</b>	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
<b>Arapahoe County</b>	<b>Arapahoe</b>	<b>County</b>	
Aurora	Arapahoe	City	3 counties
Bennett	Arapahoe	City	2 counties
Bow Mar	Arapahoe	City	2 counties
Centennial	Arapahoe	City	
Cherry Hills Village	Arapahoe	City	
Columbine Valley	Arapahoe	City	
Deer Trail	Arapahoe	City	
Englewood	Arapahoe	City	
Foxfield	Arapahoe	City	
Glendale	Arapahoe	City	
Greenwood Village	Arapahoe	City	
Littleton	Arapahoe	City	3 counties
Sheridan	Arapahoe	City	
<b>Archuleta County</b>	<b>Archuleta</b>	<b>County</b>	
Pagosa Springs	Archuleta	City	
<b>Baca County</b>	<b>Baca</b>	<b>County</b>	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
<b>Bent County</b>	<b>Bent</b>	<b>County</b>	
Las Animas	Bent	City	
<b>Boulder County</b>	<b>Boulder</b>	<b>County</b>	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

## Colorado Local Governments\*

Government Name	County	Gov't Type	Multi-County
Longmont	Boulder	City	2 counties
Louisville	Boulder	City	
Lyons	Boulder	City	
Nederland	Boulder	City	
Superior	Boulder	City	2 counties
Ward	Boulder	City	
<b>Broomfield</b>	<b>Broomfield</b>	<b>City/County</b>	
<b>Chaffee County</b>	<b>Chaffee</b>	<b>County</b>	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
<b>Cheyenne County</b>	<b>Cheyenne</b>	<b>County</b>	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
<b>Clear Creek County</b>	<b>Clear Creek</b>	<b>County</b>	
Central City	Clear Creek	City	2 counties
Empire	Clear Creek	City	
Georgetown	Clear Creek	City	
Idaho Springs	Clear Creek	City	
Silver Plume	Clear Creek	City	
<b>Conejos County</b>	<b>Conejos</b>	<b>County</b>	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
<b>Costilla County</b>	<b>Costilla</b>	<b>County</b>	
Blanca	Costilla	City	
San Luis	Costilla	City	
<b>Crowley County</b>	<b>Crowley</b>	<b>County</b>	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
<b>Custer County</b>	<b>Custer</b>	<b>County</b>	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
<b>Delta County</b>	<b>Delta</b>	<b>County</b>	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

## Colorado Local Governments\*

Government Name	County	Gov't Type	Multi-County
<b>Denver</b>	<b>Denver</b>	<b>City/County</b>	
<b>Dolores County</b>	<b>Dolores</b>	<b>County</b>	
Dove Creek	Dolores	City	
Rico	Dolores	City	
<b>Douglas County</b>	<b>Douglas</b>	<b>County</b>	
Aurora	Douglas	City	3 counties
Castle Pines	Douglas	City	
Castle Rock	Douglas	City	
Larkspur	Douglas	City	
Littleton	Douglas	City	3 counties
Lone Tree	Douglas	City	
Parker	Douglas	City	
<b>Eagle County</b>	<b>Eagle</b>	<b>County</b>	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
<b>El Paso County</b>	<b>El Paso</b>	<b>County</b>	
Calhan	El Paso	City	
Colorado Springs	El Paso	City	
Fountain	El Paso	City	
Green Mountain Falls	El Paso	City	2 counties
Manitou Springs	El Paso	City	
Monument	El Paso	City	
Palmer Lake	El Paso	City	
Ramah	El Paso	City	
<b>Elbert County</b>	<b>Elbert</b>	<b>County</b>	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
<b>Fremont County</b>	<b>Fremont</b>	<b>County</b>	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
<b>Garfield County</b>	<b>Garfield</b>	<b>County</b>	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

## Colorado Local Governments\*

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
<b>Gilpin County</b>	<b>Gilpin</b>	<b>County</b>	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
<b>Grand County</b>	<b>Grand</b>	<b>County</b>	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
<b>Gunnison County</b>	<b>Gunnison</b>	<b>County</b>	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
<b>Hinsdale County</b>	<b>Hinsdale</b>	<b>County</b>	
Lake City	Hinsdale	City	
<b>Huerfano County</b>	<b>Huerfano</b>	<b>County</b>	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
<b>Jackson County</b>	<b>Jackson</b>	<b>County</b>	
Walden	Jackson	City	
<b>Jefferson County</b>	<b>Jefferson</b>	<b>County</b>	
Arvada	Jefferson	City	2 counties
Bow Mar	Jefferson	City	2 counties
Edgewater	Jefferson	City	
Golden	Jefferson	City	
Lakeside	Jefferson	City	
Lakewood	Jefferson	City	
Littleton	Jefferson	City	3 counties
Morrison	Jefferson	City	
Mountain View	Jefferson	City	
Superior	Jefferson	City	2 counties
Westminster	Jefferson	City	2 counties
Wheat Ridge	Jefferson	City	
<b>Kiowa County</b>	<b>Kiowa</b>	<b>County</b>	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
<b>Kit Carson County</b>	<b>Kit Carson</b>	<b>County</b>	



## Colorado Local Governments\*

Government Name	County	Gov't Type	Multi-County
Bethune	Kit Carson	City	
Burlington	Kit Carson	City	
Flagler	Kit Carson	City	
Seibert	Kit Carson	City	
Stratton	Kit Carson	City	
Vona	Kit Carson	City	
<b>La Plata County</b>	<b>La Plata</b>	<b>County</b>	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
<b>Lake County</b>	<b>Lake</b>	<b>County</b>	
Leadville	Lake	City	
<b>Larimer County</b>	<b>Larimer</b>	<b>County</b>	
Berthoud	Larimer	City	2 counties
Estes Park	Larimer	City	
Fort Collins	Larimer	City	
Johnstown	Larimer	City	2 counties
Loveland	Larimer	City	
Timnath	Larimer	City	2 counties
Wellington	Larimer	City	
Windsor	Larimer	City	2 counties
<b>Las Animas County</b>	<b>Las Animas</b>	<b>County</b>	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
<b>Lincoln County</b>	<b>Lincoln</b>	<b>County</b>	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
<b>Logan County</b>	<b>Logan</b>	<b>County</b>	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
<b>Mesa County</b>	<b>Mesa</b>	<b>County</b>	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

## Colorado Local Governments\*

Government Name	County	Gov't Type	Multi-County
Grand Junction	Mesa	City	
Palisade	Mesa	City	
<b>Mineral County</b>	<b>Mineral</b>	<b>County</b>	
City of Creede	Mineral	City	
<b>Moffat County</b>	<b>Moffat</b>	<b>County</b>	
Craig	Moffat	City	
Dinosaur	Moffat	City	
<b>Montezuma County</b>	<b>Montezuma</b>	<b>County</b>	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
<b>Montrose County</b>	<b>Montrose</b>	<b>County</b>	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
<b>Morgan County</b>	<b>Morgan</b>	<b>County</b>	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
<b>Otero County</b>	<b>Otero</b>	<b>County</b>	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
<b>Ouray County</b>	<b>Ouray</b>	<b>County</b>	
Ouray	Ouray	City	
Ridgway	Ouray	City	
<b>Park County</b>	<b>Park</b>	<b>County</b>	
Alma	Park	City	
Fairplay	Park	City	
<b>Phillips County</b>	<b>Phillips</b>	<b>County</b>	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
<b>Pitkin County</b>	<b>Pitkin</b>	<b>County</b>	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
<b>Prowers County</b>	<b>Prowers</b>	<b>County</b>	

## Colorado Local Governments\*

Government Name	County	Gov't Type	Multi-County
Granada	Prowers	City	
Hartman	Prowers	City	
Holly	Prowers	City	
Lamar	Prowers	City	
Wiley	Prowers	City	
<b>Pueblo County</b>	<b>Pueblo</b>	<b>County</b>	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
<b>Rio Blanco County</b>	<b>Rio Blanco</b>	<b>County</b>	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
<b>Rio Grande County</b>	<b>Rio Grande</b>	<b>County</b>	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
<b>Routt County</b>	<b>Routt</b>	<b>County</b>	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
<b>Saguache County</b>	<b>Saguache</b>	<b>County</b>	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
<b>San Juan County</b>	<b>San Juan</b>	<b>County</b>	
Silverton	San Juan	City	
<b>San Miguel County</b>	<b>San Miguel</b>	<b>County</b>	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
<b>Sedgwick County</b>	<b>Sedgwick</b>	<b>County</b>	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
<b>Summit County</b>	<b>Summit</b>	<b>County</b>	
Blue River	Summit	City	
Breckenridge	Summit	City	
Dillon	Summit	City	

## Colorado Local Governments\*

Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
<b>Teller County</b>	<b>Teller</b>	<b>County</b>	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
<b>Washington County</b>	<b>Washington</b>	<b>County</b>	
Akron	Washington	City	
Otis	Washington	City	
<b>Weld County</b>	<b>Weld</b>	<b>County</b>	
Ault	Weld	City	
Berthoud	Weld	City	2 counties
Brighton	Weld	City	2 counties
Dacono	Weld	City	
Eaton	Weld	City	
Erie	Weld	City	2 counties
Evans	Weld	City	
Firestone	Weld	City	
Fort Lupton	Weld	City	
Frederick	Weld	City	
Garden City	Weld	City	
Gilcrest	Weld	City	
Greeley	Weld	City	
Grover	Weld	City	
Hudson	Weld	City	
Johnstown	Weld	City	2 counties
Keenesburg	Weld	City	
Kersey	Weld	City	
La Salle	Weld	City	
Lochbuie	Weld	City	2 counties
Longmont	Weld	City	2 counties
Mead	Weld	City	
Milliken	Weld	City	
Northglenn	Weld	City	2 counties
Nunn	Weld	City	
Pierce	Weld	City	
Platteville	Weld	City	
Raymer (New Raymer)	Weld	City	
Severance	Weld	City	
Thornton	Weld	City	2 counties
Timnath	Weld	City	2 counties
Windsor	Weld	City	2 counties

## Colorado Local Governments\*

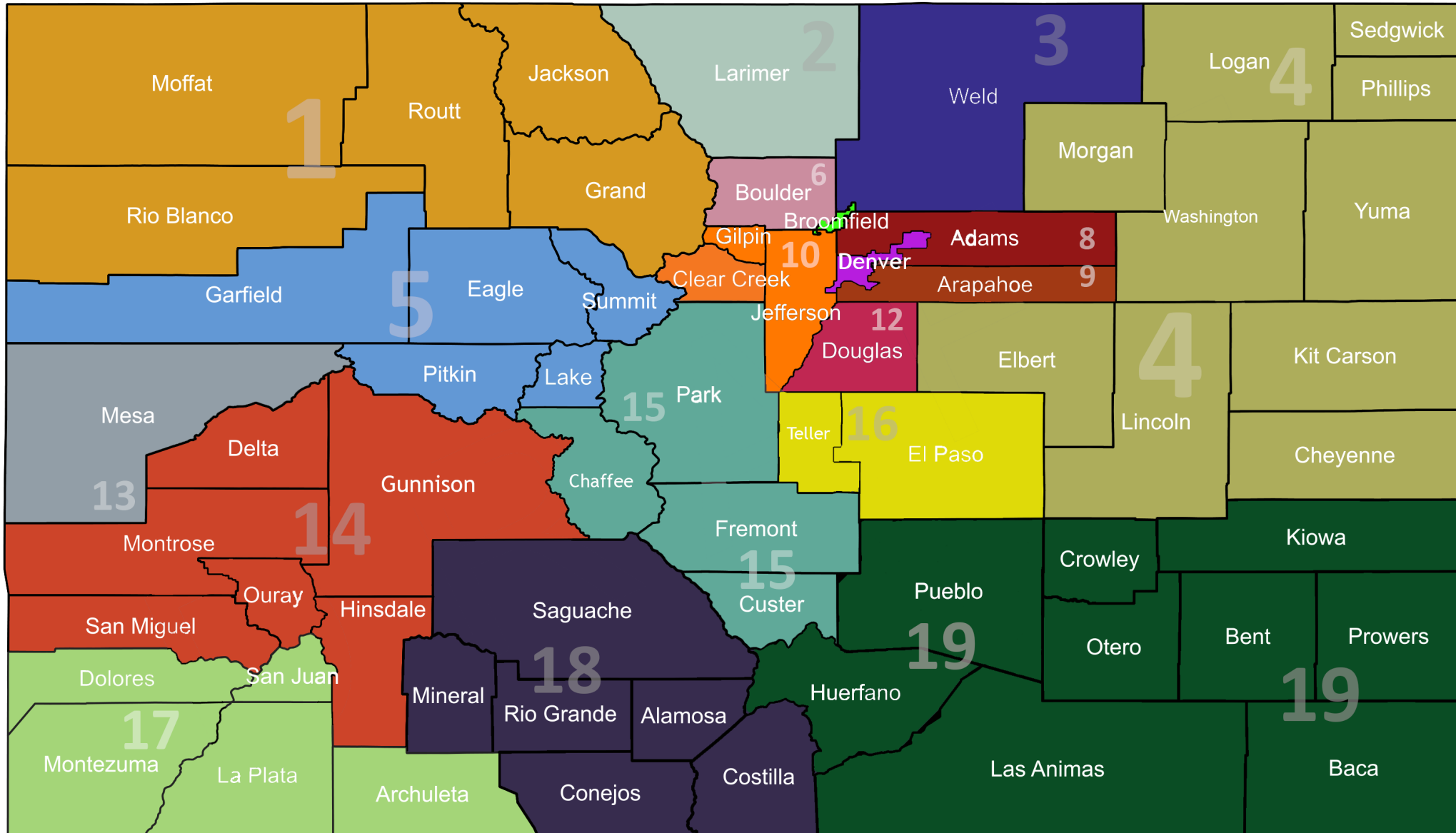
Government Name	County	Gov't Type	Multi-County
<b>Yuma County</b>	<b>Yuma</b>	<b>County</b>	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

\*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

**This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)**

# Exhibit C

## Regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

# Exhibit D



**Exhibit D - Allocations to Colorado County Areas**

County	Percentage of LG Share
Adams	9.4247%
Alamosa	0.5081%
Arapahoe	10.8071%
Archuleta	0.1370%
Baca	0.0592%
Bent	0.1133%
Boulder	5.7936%
Broomfield	1.0014%
Chaffee	0.3604%
Cheyenne	0.0159%
Clear Creek	0.1380%
Conejos	0.2108%
Costilla	0.0552%
Crowley	0.0934%
Custer	0.0412%
Delta	0.5440%
Denver	15.0042%
Dolores	0.0352%
Douglas	3.6696%
Eagle	0.6187%
El Paso	11.9897%
Elbert	0.2804%
Fremont	0.9937%
Garfield	0.8376%
Gilpin	0.0561%
Grand	0.2037%
Gunnison	0.1913%
Hinsdale	0.0112%
Huerfano	0.2505%
Jackson	0.0310%
Jefferson	10.5173%
Kiowa	0.0142%
Kit Carson	0.0940%
La Plata	0.8127%
Lake	0.0990%
Larimer	6.5211%
Las Animas	0.6304%
Lincoln	0.0819%
Logan	0.3815%
Mesa	2.8911%
Mineral	0.0039%
Moffat	0.2326%
Montezuma	0.4429%

Montrose	0.5695%
Morgan	0.4677%
Otero	0.4486%
Ouray	0.0535%
Park	0.1674%
Phillips	0.0714%
Pitkin	0.1747%
Prowers	0.1727%
Pueblo	5.6757%
Rio Blanco	0.1013%
Rio Grande	0.2526%
Routt	0.3837%
Saguache	0.0666%
San Juan	0.0097%
San Miguel	0.1005%
Sedgwick	0.0618%
Summit	0.3761%
Teller	0.6219%
Washington	0.0357%
Weld	3.8908%
Yuma	0.0992%
<b>TOTAL</b>	<b>100.0000%</b>

# Exhibit E

**Exhibit E - Intracounty Allocations<sup>1,2</sup>**

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

Government Name	Intracounty Share
Adams County	68.3372%
Arvada (2 Counties)	0.2632%
Aurora (3 Counties)	4.6336%
Bennett (2 Counties)	0.1670%
Brighton (2 Counties)	1.4527%
Commerce City	4.7314%
Federal Heights	1.1457%
Lochbuie (2 Counties)	0.0001%
Northglenn (2 Counties)	2.0913%
Thornton (2 Counties)	10.6435%
Westminster (2 Counties)	6.5342%

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

Arapahoe County	42.7003%
Aurora (3 Counties)	35.5997%
Bennett (2 Counties)	0.0324%
Bow Mar (2 Counties)	0.0159%
Centennial	0.4411%
Cherry Hills Village	0.6685%
Columbine Valley	0.1601%
Deer Trail	0.0003%
Englewood	5.5850%
Foxfield	0.0372%
Glendale	1.2289%
Greenwood Village	2.8305%
Littleton (3 Counties)	8.5654%
Sheridan	2.1347%

Archuleta County	90.0864%
Pagosa Springs	9.9136%

Baca County	85.9800%
Campo	2.4443%
Pritchett	1.5680%
Springfield	7.0100%

Government Name	Intracounty Share
Two Buttes	0.4766%
Vilas	0.9070%
Walsh	1.6141%

Bent County	80.9608%
Las Animas	19.0392%

Boulder County	47.6311%
Boulder	31.7629%
Erie (2 Counties)	0.3634%
Jamestown	0.0086%
Lafayette	3.3203%
Longmont (2 Counties)	14.6833%
Louisville	1.4455%
Lyons	0.5916%
Nederland	0.1646%
Superior (2 Counties)	0.0258%
Ward	0.0030%

Broomfield County/City	100.0000%
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Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

Cheyenne County	66.8002%
Cheyenne Wells	0.8586%
Kit Carson	32.3412%

Clear Creek County	92.2164%
Central City (2 Counties)	0.0000%
Empire	0.3364%
Georgetown	1.9063%
Idaho Springs	4.7625%
Silver Plume	0.7784%

Conejos County	77.1204%
Antonito	4.6338%
La Jara	2.4313%
Manassa	1.0062%
Romeo	2.4270%
Sanford	12.3812%

Government Name	Intracounty Share
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Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%

Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%

Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%

Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%

Denver County/City	100.0000%
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Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%

Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%

Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

El Paso County	18.4181%
Calhan	0.0228%
Colorado Springs	80.1161%
Fountain	0.9892%
Green Mountain Falls (2 Counties)	0.0149%
Manitou Springs	0.2411%
Monument	0.1492%
Palmer Lake	0.0455%
Ramah	0.0033%

Elbert County	86.5840%
Elizabeth	10.2633%
Kiowa	1.5455%
Simla	1.6072%

Fremont County	60.7882%
Brookside	0.0348%
Cañon City	30.9017%
Coal Creek	0.0476%
Florence	8.0681%
Rockvale	0.0687%
Williamsburg	0.0907%

Garfield County	76.3371%
Carbondale	2.4698%
Glenwood Springs	11.8141%
New Castle	1.4295%
Parachute	1.0653%
Rifle	5.2733%
Silt	1.6110%

Gilpin County	46.8613%
Black Hawk	46.3909%
Central City (2 Counties)	6.7478%

Grand County	80.1046%
Fraser	2.4903%
Granby	5.4008%
Grand Lake	0.3174%
Hot Sulphur Springs	0.1431%
Kremmling	2.9284%

Government Name	Intracounty Share
Winter Park	8.6154%

Gunnison County	88.9185%
Crested Butte	2.3562%
Gunnison	5.9501%
Marble	0.1714%
Mount Crested Butte	2.5657%
Pitkin	0.0381%

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

Jefferson County	58.2140%
Arvada (2 Counties)	11.9733%
Bow Mar (2 Counties)	0.0087%
Edgewater	0.6604%
Golden	3.4815%
Lakeside	0.0030%
Lakewood	15.9399%
Littleton (3 Counties)	0.6176%
Morrison	0.2205%
Mountain View	0.1344%
Superior (2 Counties)	0.0000%
Westminster (2 Counties)	5.4779%
Wheat Ridge	3.2689%

Kiowa County	93.2138%
Eads	5.3777%
Haswell	0.6402%
Sheridan Lake	0.7682%

Kit Carson County	86.3178%
Bethune	0.1841%
Burlington	12.0640%
Flagler	0.4264%
Seibert	0.0291%
Stratton	0.9012%



Government Name	Intracounty Share
Vona	0.0775%

La Plata County	66.8874%
Bayfield	1.6292%
Durango	29.2985%
Ignacio	2.1849%

Lake County	73.4523%
Leadville	26.5477%

Larimer County	56.0589%
Berthoud (2 Counties)	0.4139%
Estes Park	0.3502%
Fort Collins	18.5702%
Johnstown (2 Counties)	0.0711%
Loveland	23.4493%
Timnath (2 Counties)	0.2964%
Wellington	0.3653%
Windsor (2 Counties)	0.4248%

Las Animas County	77.8076%
Aguilar	0.0751%
Branson	0.0101%
Cokedale	0.0188%
Kim	0.0101%
Starkville	0.0087%
Trinidad	22.0696%

Lincoln County	91.3222%
Arriba	0.3444%
Genoa	0.2222%
Hugo	1.4778%
Limon	6.6333%

Logan County	72.7982%
Crook	0.0931%
Fleming	0.3413%
Iliff	0.0095%
Merino	0.4702%
Peetz	0.2029%
Sterling	26.0848%

Mesa County	60.8549%
Collbran	0.0920%

Government Name	Intracounty Share
De Beque	0.0123%
Fruita	1.6696%
Grand Junction	37.1505%
Palisade	0.2208%

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

Montezuma County	79.6682%
Cortez	18.6459%
Dolores	0.6106%
Mancos	1.0753%

Montrose County	92.8648%
Montrose	6.5980%
Naturita	0.1551%
Nucla	0.0703%
Olathe	0.3118%

Morgan County	61.6991%
Brush	8.5522%
Fort Morgan	27.8214%
Hillrose	0.1986%
Log Lane Village	0.6424%
Wiggins	1.0863%

Otero County	60.8168%
Cheraw	0.1888%
Fowler	1.0413%
La Junta	25.9225%
Manzanola	0.6983%
Rocky Ford	8.8215%
Swink	2.5109%

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%

Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%

Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%

Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%

Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%

Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

San Miguel County	48.7493%
Mountain Village	25.7930%
Norwood	0.4078%
Ophir	0.0816%
Sawpit	0.0272%
Telluride	24.9411%

Sedgwick County	98.7331%
Julesburg	0.3830%
Ovid	0.0295%
Sedgwick	0.8544%

Summit County	57.0567%
Blue River	0.5011%
Breckenridge	26.1112%
Dillon	4.1421%
Frisco	6.5096%
Montezuma	0.0169%
Silverthorne	5.6623%

Teller County	66.1557%
Cripple Creek	17.2992%
Green Mountain Falls (2 Counties)	0.0322%
Victor	3.1685%
Woodland Park	13.3445%

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

Weld County	51.9387%
Ault	0.3202%
Berthoud (2 Counties)	0.0061%
Brighton (2 Counties)	0.0927%
Dacono	0.6104%
Eaton	0.4573%
Erie (2 Counties)	0.8591%
Evans	4.5121%

Government Name	Intracounty Share
Firestone	1.4648%
Fort Lupton	0.8502%
Frederick	1.2228%
Garden City	0.1514%
Gilcrest	0.1580%
Greeley	30.6922%
Grover	0.0852%
Hudson	0.0066%
Johnstown (2 Counties)	1.5416%
Keenesburg	0.0215%
Kersey	0.1378%
La Salle	0.4128%
Lochbuie (2 Counties)	0.4004%
Longmont (2 Counties)	0.0154%
Mead	0.0941%
Milliken	1.5373%
Northglenn (2 Counties)	0.0030%
Nunn	0.2558%
Pierce	0.0948%
Platteville	0.3712%
Raymer (New Raymer)	0.0597%
Severance	0.0403%
Thornton (2 Counties)	0.0000%
Timnath (2 Counties)	0.0000%
Windsor (2 Counties)	1.5865%

Yuma County	75.5598%
Eckley	2.5422%
Wray	10.2148%
Yuma	11.6832%

<sup>1</sup> These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

#### **County-Level Allocation**

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

#### **County/Municipal-Level Allocation**

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

<sup>2</sup> The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

# Exhibit F

Regional Allocations		
Region Number	Region Description	Total State Share
1	Northwest	0.9522%
2	Larimer	6.5211%
3	Weld	3.8908%
4	Logan	1.5896%
5	North Central	2.1061%
6	Boulder	5.7936%
7	Broomfield	1.0014%
8	Adams	9.4247%
9	Arapahoe	10.8071%
10	Jefferson	10.7114%
11	Denver	15.0042%
12	Douglas	3.6696%
13	Mesa	2.8911%
14	Southwest	1.4700%
15	Central	1.5627%
16	El Paso/Teller	12.6116%
17	Southwest Corner	1.4375%
18	South Central	1.0973%
19	Southeast	7.4580%
Total		100.0000%

# Exhibit G



## **Regional Governance Models**

### **A. Membership Structure**

#### Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
  - 1 or 2 representatives appointed by the county (can be commissioners)
  - 1 representative appointed from the public health department
  - 1 representative from the county human services department
  - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - 1 representative appointed from a municipal or county court system within region
  - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
  - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional but strongly encouraged)
  - Representatives from behavioral health providers
  - Representatives from health care providers
  - Recovery/treatment experts
  - Other county or city representatives
  - A representative from the Attorney General's Office
  - Community representative(s), preferably those with lived experience with the opioid crisis
  - Harm reduction experts

#### Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
  - 1 representative appointed by each county (can be commissioners)
  - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
  - 1 representative from each public health department within the region
  - 1 representative from a county human services department
  - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - 1 representative from a municipal or county court system within region
  - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional)
  - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

#### Single-County Single-City Regions (Denver & Broomfield)

##### 1. Voting Members (Recommended List: Participating Local Government to Decide)<sup>1</sup>

- 1 representative appointed by the city and county
- 1 representative appointed from the public health department
- 1 representative from the county human services department
- 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
- 1 representative appointed from a municipal or county court system within region
- Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

##### 2. Non-Voting Members (Optional)

- Representatives from behavioral health providers
- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

#### **B. Member Terms**

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

#### **C. Procedures**

- Regions will be governed by an intergovernmental agreement (“IGA”) or memorandum of understanding (“MOU”).
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

<sup>1</sup> In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

**D. Financial Responsibility/Controls**

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

**E. Conflicts of Interest**

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

**F. Ethics Laws**

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

**G. Authority**

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

**H. Legal Status**

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

# Exhibit G-1

**MODEL COLORADO REGIONAL OPIOID**  
**INTERGOVERNMENTAL AGREEMENT<sup>2</sup>**

**THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT** (the “Regional Agreement”) is made between \_\_\_\_\_, a Participating Local Government, as defined in the Colorado MOU, in the \_\_\_\_\_ Region (“\_\_\_\_\_”) and \_\_\_\_\_, a Participating Local Government in the \_\_\_\_\_ Region, (“\_\_\_\_\_”), individually herein a “Regional PLG” and collectively the “Regional PLGs.””

**RECITALS**

**WHEREAS**, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on \_\_\_\_\_ 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

**WHEREAS**, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU<sup>3</sup>;

**WHEREAS**, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

**WHEREAS**, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

<sup>2</sup> This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

<sup>3</sup> When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

**WHEREAS**, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

**WHEREAS**, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

**WHEREAS**, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

**WHEREAS**, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

**WHEREAS**, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

**WHEREAS**, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

**WHEREAS**, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

**WHEREAS**, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

**WHEREAS**, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU<sup>4</sup>. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

3. **REGIONAL COUNCIL**.

**3.1. Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

**3.2. Membership:** The Regional Council of a Multi-County or Single County Region shall consist of the following:

a. **Multi-County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
  - (1) 1 representative appointed by each county (can be commissioners).
  - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

<sup>4</sup> See FN 2, *supra*.

Council.

- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

**b. Single-County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
  - (1) 1 or 2 representatives appointed by the county (can be commissioners)
  - (2) 1 representative appointed from the public health department
  - (3) 1 representative from the county human services department
  - (4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - (5) 1 representative appointed from a municipal or county court system within region
  - (6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
  - (7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of



funds)

- c. **Non-Voting Members.** For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:
  - (i) Representatives from behavioral health providers.
  - (ii) Representatives from health care providers.
  - (iii) Recovery/treatment experts.
  - (iv) Other county or city representatives.
  - (v) A representative from the Attorney General's Office.
  - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
  - (vii) Harm reduction experts.
- d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.<sup>5</sup> Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
- (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

**3.3. Duties:** The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

**3.4. Governance:** A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

**3.5. Authority:** The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

<sup>5</sup> Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

**3.6. Collaboration:** The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

**3.7. Transparency:** The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

**3.8. Conflicts of Interest:** Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

**3.9. Ethics Laws:** Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

**3.10. Decision Making:** The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

#### **4. REGIONAL FISCAL AGENT**

**4.1. Purpose:** According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

**4.2. Designation:** The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

**4.3. Term:** A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

**4.4. Duties:** The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

**4.5. Authority:** The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

## **5. REGIONAL TWO-YEAR PLAN**

**5.1. Purpose:** According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

**5.2 Development of 2-Year Plan:** In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

**5.3 Amendment:** At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

**6. DISPUTES WITHIN REGION.** In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
  - 9.1. \_\_\_\_\_ designates the \_\_\_\_\_ of the \_\_\_\_\_ or their designee(s).
  - 9.2. \_\_\_\_\_ designates the \_\_\_\_\_ of the \_\_\_\_\_ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM.** The Regional Agreement will commence on \_\_\_\_\_, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

**14. GOVERNING LAW; VENUE.** This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

**15. TERMINATION.** The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG’s decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG’s decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

**16. NOTICES.** “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

\_\_\_\_\_

\_\_\_\_\_

## **17. GENERAL TERMS AND CONDITIONS**

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a



Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

**17.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

**17.12. Records Retention.** The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

**17.13. Execution by Counterparts; Electronic Signatures and Records.** This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**17.14. Authority to Execute.** Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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## **EXHIBIT K**

### **Settlement Participation Form**

Governmental Entity:	City of Ouray, Colorado	State:	Colorado
Authorized Official:	Greg Nelson, Mayor		
Address 1:	P.O. Box 468		
Address 2:			
City, State, Zip:	Ouray, Colorado 81427		
Phone:	970-325-7060		
Email:	clarkes@cityofouray.com		

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Greg Nelson

Title: Mayor

Date: November 1, 2021

**EXHIBIT K**

**Subdivision Settlement Participation Form**

Governmental Entity:	City of Ouray, Colorado	State: Colorado
Authorized Official:	Greg Nelson, Mayor	
Address 1:	P.O. Box 468	
Address 2:		
City, State, Zip:	Ouray, Colorado 81427	
Phone:	970-325-7060	
Email:	clarkes@cityofouray.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Greg Nelson

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

Date: \_\_\_\_\_ November 1, 2021

## Colorado Subdivision Escrow Agreement

Governmental Entity:	City of Ouray, Colorado	State: CO
Authorized Official:	Greg Nelson, Mayor	
Address 1:	P.O. Box 468	
Address 2:		
City, State, Zip:	Ouray, Colorado 81427	
Phone:	970-325-7060	
Email:	clarkes@cityofouray.com	

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

### **Purpose of this Agreement**

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

### **Escrow**

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.



## **Distributor Settlement**

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

### J&J Settlement

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name City of Ouray

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



August 20, 2021

City of Ouray  
Attn: Silas Clarke, City Manager  
Via electronic mail to: [clarkes@cityofouray.com](mailto:clarkes@cityofouray.com)

**Re: Lease of Water Available Under Revenue Virginius Mine Water Works Water Right**

Dear Mr. Clarke,

This letter ("Letter") sets forth the principal terms upon which Ouray Silver Mines Inc. ("OSMI") will lease to the City of Ouray (the "City" and, together with OSMI, the "Parties" and each, a "Party") water available pursuant to the Revenue Virginius Mine Water Works Water Right, under lease agreement ("Lease Agreement") to be entered into by the City and OSMI substantially in accordance with the terms described below (the "Proposed Transaction").

**1. Good Faith Negotiations of Lease Agreement**

As soon as reasonably practicable after the execution of this Letter, the City and OSMI will make good faith efforts to negotiate a definitive Lease Agreement substantially in accordance with the following terms and conditions:

- a) Lease rate: \$1.00 per year.
- b) Lease term: 10 years, renewable.
- c) Water to be leased: Up to 3.34 c.f.s. of water available for re-diversion from Canyon Creek by the City at a location of City's choosing, after release from OSMI facilities upstream on Sneffels Creek, under the Revenue Virginius Mine Water Works Water Right originally decreed in Case No. W-2993, and the subject of subsequent decrees including without limitation the Findings of Fact, Conclusions of Law, Ruling, Judgment and Decree entered in Case No. 20CW3048, Water Division No. 4 (the "Leased Water").
- d) Use of Leased Water: For recreational purposes, to create and maintain ice for the purpose of ice climbing on the property owned or leased by the City known as the Ouray Ice Park. OSMI reserves all other uses of the Revenue Virginius Mine Water Works Water Right. Neither the City nor OSMI shall seek a decreed right to reuse return flows that may accrue from the melting of ice after deliveries of the Leased Water to the Ice Park.
- e) OSMI obligations conditional: OSMI's obligation to lease the Leased Water to the City is conditioned upon its receipt of all needed approvals for the re-diversion and use of the same at the Ouray Ice Park from the Water Court for Water Division No. 4 and/or the Colorado Division of Water Resources (CDWR), and upon the City's

compliance with all conditions and limitations imposed under the decrees, which the City shall approve prior to entry of any decree. The precise amount of Leased Water to be delivered will be contingent upon the rate and volume of flow exiting the Revenue Tunnel portal, priority calls for water by downstream water right holders, other water demands of OSMI, the proper functioning of OSMI's water management and treatment facilities, and any transit losses charged by CDWR, but OSMI anticipates that Leased Water will be typically be available for use by the City during the November-March period.

- f) Absent the further advance written consent of OSMI, OSMI will have no responsibility for the design, permitting, construction or maintenance of the new diversion from Canyon Creek.
- g) The Lease Agreement will contain covenants, indemnities, representations and warranties, and other terms and conditions customary for transactions of the nature and size of the Proposed Transaction.
- h) City staff and consultants shall review and approve the Water Court application OSMI intends to file to permit use of the Leased Water at the Ouray Ice Park prior to its filing.
- i) OSMI shall continue to have the obligation to comply with any water quality discharge requirements associated with the discharge of water under the Revenue Virginius Mine Water Works Water Right to Sneffels Creek.
- j) OSMI and City will discuss the City being a co-applicant in such application with respect to the contemplated use of the Leased Water at the Ouray Ice Park to the extent of its rights as lessee, as well as the City possibly filing an additional claim in such application for a junior (2021) surface water right to be diverted at the same new diversion point from Canyon Creek for recreational use at the Ouray Ice Park. The parties agree to cooperate in such application.

The City and OSMI agree that they will negotiate in good faith to complete and consummate the Lease Agreement within sixty (60) days of the date of the City's signature below.

## 2. Governing Law

This Letter shall be governed by and construed in accordance with the laws of the State of Colorado.

## 3. Amendment

This Letter may be amended, modified or extended only by a written agreement signed by the Parties hereto.

## 4. No Third Party Beneficiaries

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Letter.

## 5. Counterparts

This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. This Letter may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

6. Assignment

This Letter may not be assigned without the non-assigning Party's prior written consent.

7. Termination

This Letter, and the obligations of the Parties pursuant to this Letter, may be terminated by either Party upon written notice to the other Party.

8. Binding Effect

Section 1 represents only the mutual understanding and intention of the Parties with respect to the Proposed Transaction, does not constitute a contract or agreement, is not binding, and shall not be enforceable against the City or OSMI. While this Letter attempts to set out certain basic terms and parameters for the Lease Agreement, it does not contain a complete, comprehensive or final list or description of all of the terms and conditions necessary or appropriate for a definitive agreement or for the completion and consummation of the Proposed Transaction. All other Sections of this Letter are legally binding and enforceable agreements of the City and OSMI in consideration of the mutual promises contained herein and are the only provisions of this Letter that shall be binding against the Parties.

If the foregoing correctly sets forth our understanding with respect to the matters set forth herein, please so indicate by signing a copy of this Letter in the space provided, then an executed copy to us.

Very truly yours,

Ouray Silver Mines Inc.



Brian Briggs, CEO

Confirmed and agreed as of

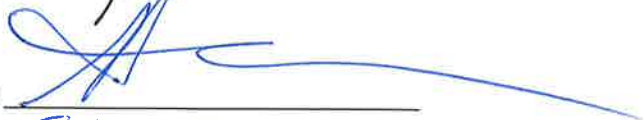
August 23, 2021

The City of Ouray, Colorado



Name: Greg Nelson

Title: Mayor

Attest: 

Name: Silas Clarke

Title: City Administration

Ouray Silver Mines, Inc.  
242 7<sup>th</sup> Avenue  
PO Box 564  
Ouray, CO 81427



October 21, 2021

City of Ouray  
Attn: Silas Clarke, City Manager  
Via electronic mail to: [clarkes@cityofouray.com](mailto:clarkes@cityofouray.com)

**Re: Extension of Time to Complete Lease of Water Available Under Revenue Virginius  
Mine Water Works Water Right**

Dear Mr. Clarke,

By letter agreement dated August 20, 2021 ("Letter") between Ouray Silver Mines Inc. ("OSMI") and the City of Ouray (the "City" and, together with OSMI, the "Parties"), the Parties set forth the principal terms upon which OSMI will lease to the City water available pursuant to the Revenue Virginius Mine Water Works Water Right, under lease agreement ("Lease Agreement") to be entered into by the City and OSMI substantially in accordance with the terms described therein.

At the end of paragraph 1 of the Letter, the City and OSMI agreed that they would negotiate in good faith to complete and consummate the Lease Agreement within sixty (60) days of August 23, 2021, the date of the City's signature on the Letter (i.e., by October 22, 2021).

Because the Parties will be unable to complete and consummate the Lease Agreement by October 22, 2021, they have agreed to extend (or, if necessary, revive and extend) the date by which they will complete and consummate the Lease Agreement, to **December 7, 2021**.

Except as such date is extended herein, all remaining terms of the Letter remain in full force and effect.

If the foregoing correctly sets forth our understanding with respect to the matters set forth herein, please so indicate by signing a copy of this Letter in the space provided, then an executed copy to us.

Very truly yours,

Ouray Silver Mines Inc.

Brian Briggs, CEO

Confirmed and agreed as of

October \_\_, 2021

The City of Ouray, Colorado

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

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

Attest: \_\_\_\_\_

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

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

**CITY OF OURAY  
ORDINANCE NO. 4 (SERIES 2021)**

**A STANDALONE EMERGENCY ORDINANCE OF THE CITY OF OURAY  
ALLOWING FOR TEMPORARY RECREATIONAL VEHICLE CAMPING  
ON PRIVATE PROPERTY FOR PEOPLE WHO ARE WORKING WITHIN  
THE LIMITS OF THE CITY OF OURAY THROUGH NOVEMBER 19, 2021.**

**WHEREAS**, as Colorado and the nation opens to business as usual and recovers from the COVID-19 pandemic, tourism is increasing but service industry employees are not re-entering the work force as expected.

**WHEREAS** business within the City of Ouray (City) are experiencing substantial increases in the number of people visiting as regional tourism increases because people stay in City limits or visit places of interest within the City.

**WHEREAS** along with increased visitors, the City's housing market is experiencing exponential growth rendering work force housing for seasonal workers almost unattainable.

**WHEREAS**, with little available work force housing, businesses are having difficulty hiring adequate staff to deliver services to the public resulting in a reduction in open hours and/or days as well as last minutes closures when staff are unavailable on short notice leaving visitors without adequate services.

**WHEREAS** tourism is a substantial economic driver for City businesses and when visitors are unable to access adequate services such as lodging, eating establishments, recreation opportunities, and shopping visitors leave with a negative opinion which may be shared with others.

**WHEREAS** City Council desires to pass this emergency ordinance to allow the issuance of temporary camping permits to place a Recreational Vehicle (RV) as defined in Ouray Municipal Code § 7-2, on private property in limited situations and only for use as workforce housing for anyone working for a business within the City.

**BE IT ORDAINED BY THE OF THE COUNCIL OF THE CITY OF OURAY, COLORADO** that:

1. This Ordinance is necessary for the immediate preservation of the health, safety, and welfare of all.
2. The temporary work force housing permit program attached as Exhibit A and the Application Form and Permit attached as Exhibit B are hereby incorporated herein by reference and adopted and approved as a temporary stand-alone ordinance of the City.



3. If the provisions of this temporary work force housing ordinance are inconsistent with the Ouray Municipal Code, this ordinance governs to the extent allowed by law.
4. The temporary work force housing ordinance will expire by its own terms without having to adopt a repealing ordinance no later than November 19, 2021, or upon such further action of this Council.
5. This ordinance is effective immediately upon adoption and shall be published in the newspaper as soon as practical.

CITY OF OURAY

By:   
Greg Nelson, Mayor

ATTEST:

  
Melissa Drake, City Clerk

JULY 1, 2021  
Date

**CITY OF OURAY**  
**TEMPORARY RV WORK FORCE HOUSING PERMIT PROGRAM**

**I. DEFINITIONS.**

- A. *Owner* means the person or persons identified as the owner of real property in the records of the Ouray County Assessor
- B. *Recreational Vehicle (RV)* means a vehicular or portable unit designed to be mounted on a chassis and wheels, which either has its own motive power or is mounted on or drawn by another vehicle, such as travel trailers, fifth wheel trailers, camping trailers, motor homes, or truck campers which may be used as a temporary dwelling or sleeping place for work force housing staff.
- C. *Work Force Housing Staff* means any person who provides services within the City limits as an employee or independent contractor for more than 18 hours per week.

**II. PERMIT REQUIRED; TERM; FEES.**

- A. Any Owner may, upon the granting of a temporary RV work force housing permit issued administratively by City staff, enter into a private agreement with any Work Force Housing Staff to allow RV parking on the owner's private property for use as a temporary dwelling or sleeping quarters.
- B. This temporary RV work force housing permit shall issue and automatically renew weekly until such time as Owner terminates the permit in writing or on November 19, 2021, whichever comes first.
- C. The permit application fee shall be \$50.00.
- D. The weekly permit fee shall be \$25.00 paid to the City for each RV spot without proration and is owed by permittee whether a permitted spot is in use or not. The permit fee is due and payable on the Thursday prior to the start of each week. Each week begins on Sunday.
- E. The City may accept advance payment of the weekly permit fees, but acceptance of such payment does not change the week-to-week permit status. City will not provide refunds on any advanced permit fees paid, except if a permit is revoked by the city for cause.
- F. This Permit does not allow any material change in the exterior of any premises that would require a building permit.

### **III. ELIGIBILITY FOR TEMPORARY PERMIT.**

- A. An applicant shall submit a completed permit application to the City along with payment of the permit application fee.
- B. The real property must have a structure on the parcel with a valid City water tap.
- C. The RV must be placed entirely on private property and meet all setbacks of the zoning district.
- D. The RV must have a supply of electricity from a source on the same parcel. No use of a generator is allowed at any time. No air-conditioning unit on the roof of an RV or any other mechanized unit to cool air may operate after the hours of 8:00 p.m. or before 8:00 a.m.
- E. The RV must have access to City water by a hose or other means from a structure located on the same parcel. There is no additional water cost to Owner.
- F. Hoses and cords which cross real property lines or public property are prohibited.
- G. No sewer hook-up for an RV is required, however the RV black water holding tank must be dumped every 3 to 5 days to ensure odors are suppressed and Owner is required to ensure that there is adequate water in the holding tank so aerobic bacteria are hydrated for effective waste breakdown and odor elimination.
- H. In no case shall black or grey water tanks be dumped into any City sewer system located on the premises, unless an RV sewer connection is available.
- I. The RV must be equipped with a fully functioning fire extinguisher and carbon monoxide detector.
- J. No more than one RV per parcel shall be allowed in the Residential District – R-1, two per parcel within the Residential District – High Density - R2, and four per parcel in Commercial District – C-1, and Commercial – Industrial District – C-2.
- K. Only one family of not more than three adults over the age of 18 and up to three minor children or three unrelated adults over the age of 18 may dwell or sleep in any RV located on a permitted spot.
- L. The term of the tenancy between the Owner and the Work Force Housing Staff shall end each week on Saturday at 11:59 p.m. and notice to quit shall not be necessary if a forcible entry and detainer action is required to be filed by Owners under C.R.S. § 13-40-107(4). This rental term shall be contained in a written agreement signed by the Owner and the Work Force Housing Staff with a copy provided to City Staff prior to approval of the permit.

- M. The Permit shall be affixed to the RV, so it is visible from any public way, if possible.
- N. The Owner and any Work Force Housing Staff grant permission to City staff or Police Department personnel to enter the property as an invitee to inspect the RV for permit compliance or to respond to complaints without a search warrant at any time.
- O. The permitted RV shall comply with all other restrictions and requirements imposed by the local, state, or federal laws.
- P. No permanent structure shall be erected in connection with this Permit.
- Q. Property owner must file with the City a certificate evidencing valid and effective policies for real and personal property liability insurance at least to the limits required with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, One Million Dollars (\$1,000,000.00) in the aggregate.
- R. RV must be registered with the Colorado Department of Motor Vehicles or camper must be placed and remain on a registered vehicle.
- S. No more than 30 permits shall be issued.
- T. If no permits are issued within 60 days of Council action, Ordinance shall be null and void.

#### **IV. FACTORS FOR GRANT OF TEMPORARY PERMIT.**

- A. No permit under this ordinance shall be granted unless the City finds that the following criteria have been met:
  - 1. No current nuisance as set forth under Ouray Municipal Code exists on the real property where the RV will be located.
  - 3. The RV location does not unreasonably interfere with other adjacent private property rights.
  - 4. The real property parcel complies with any applicable City zoning and building regulations.
  - 5. The issuance of the permit balances the safety of patrons, pedestrians, and traffic such that no such group shall be subject to an unreasonable risk of harm if the permit is granted.

**V. ENFORCEMENT PROVISIONS.**

- A. It shall be unlawful to violate any of the provisions of this ordinance, or of the permit issued hereunder. In addition, continuing violations of this ordinance, or of any permit issued hereunder is declared a nuisance, which may be abated in any lawful manner.
- B. The penalties for violation of this ordinance shall be as set forth under the general penalty provision of Ouray Municipal Code 1-4.
- C. The permittee's rights hereunder are subject to the police powers of the City. The Permittee shall comply with all applicable laws and ordinances enacted, or hereafter enacted, by the City or any other legally constituted government unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this section, any permit issued hereunder, any franchise, or any other permit to the contrary. Any conflict between the provisions of this Ordinance, any franchise or any permit and any other present or future lawful exercise of the City's police powers shall be resolved in favor of this ordinance.
- D. Any revocation of any permit issued herein shall be in accordance with Ouray Municipal Code, § 13-3-F-17 and 18 except the appeal period for revocation or suspension is five days instead of 10 days.
- E. It is unlawful for Work Force Housing Staff or their guests to remain on permitted property after a Notice to Leave is personally served by Owner, or any disinterested person over the age of eighteen, no later than Thursdays at 5:00 p.m. of any week. Work Force Housing Staff and their guests must vacate the premises by the immediately following Saturday at 11:29 p.m. or be subject to the City's police powers. Each day a violation occurs is a separate and distinct violation.
- F. Nothing in this ordinance shall limit enforcement of the City's police regulations Upon Permittee or Work Force Housing Staff and guests.

FUND BALANCE SUMMARY

2022 BUDGET	GOVERNMENT FUNDS					ENTERPRISE FUNDS					TOTAL CITY HELD FUNDS		FIRE PENSION
	GENERAL	CONSERV.TRUST	TOURISM	CAP. IMPROV.	BEAUTIFICATION	WATER	SEWER	UTILITIES-CI	REFUSE	PARKS			
2021 ESTIMATED													
BEGINNING FUND BAL	1,307,575	156,808	298,510	1,205,729	122,914	180,515	750,586	808,530	6,975	957,433	5,795,575		765,054
ADD: REVENUES	4,089,084	12,180	605,409	651,581	85,936	816,518	1,259,428	624,610	244,041	2,443,000	10,831,787		130,000
LESS: EXPENDITURES	3,153,774	125,000	308,133	733,381	63,133	781,095	1,091,231	973,450	240,306	2,227,931	9,697,434		37,000
ENDING FUND BALANCE	2,242,885	43,988	595,786	1,123,929	145,717	215,938	918,783	459,690	10,710	1,172,502	6,929,928		858,054
2022 PROPOSED BUDGET													
BEGINNING FUND BAL	2,242,885	43,988	595,786	1,123,929	145,717	215,938	918,783	459,690	10,710	1,172,502	6,929,928		858,054
ADD: REVENUES	3,535,510	12,010	637,262	632,034	83,455	622,245	800,686	17,106,020	258,468	2,599,420	26,287,110		80,000
LESS: EXPENDITURES	3,322,199	-	637,240	954,580	144,800	616,950	643,823	16,372,004	258,264	2,677,205	25,627,065		39,000
ENDING FUND BALANCE	2,456,196	55,998	595,808	801,383	84,372	221,233	1,075,646	1,193,706	10,914	1,094,717	7,589,973		899,054

## Report Criteria:

Accounts to include: With balances  
 Budget note year end periods: 12/22  
 Print Fund Titles  
 Page and Total by Fund  
 Print Source Titles  
 Total by Source  
 Print Department Titles  
 Total by Department  
 All Segments Tested for Total Breaks

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>GENERAL FUND</b>								
<b>TAXES</b>								
10-40-4000	Lodging Taxes	3,542	15,695	6,385	5,029	7,300	8,354	8,104
10-40-4010	Occupational Tax	1,107	450	1,600	1,525	1,000	1,525	1,525
10-40-4020	Property Taxes	437,072	443,824	489,188	481,945	495,749	495,749	553,490
10-40-4030	Sales Tax	1,142,413	1,303,784	1,523,271	1,023,551	1,321,881	1,955,674	1,897,004
Total TAXES:		1,584,134	1,763,753	2,020,444	1,512,049	1,825,930	2,461,302	2,460,123
<b>GRANTS/CONTRIBUTIONS</b>								
10-41-4105	State Historical Society Gr	.00	.00	170,043	82,327	.00	82,327	.00
10-41-4106	GOCO Grant for Ouray Sc	.00	.00	.00	110,000	.00	110,000	.00
10-41-4119	DOLA Discretionary Grant	.00	.00	.00	.00	.00	.00	25,000
10-41-4120	Police Grants/Donations	1,538	4,145	3,596	.00	3,000	.00	.00
10-41-4140	Fire Dept. Grants/Donation	100	100	1,504	13,766	.00	13,766	423,889
10-41-4185	Grant - Region 10 Small C	5,000	.00	.00	.00	.00	.00	.00
10-41-4190	CARES Act Reimb for COV	.00	.00	24,209	79,921	.00	79,921	.00
Total GRANTS/CONTRIBUTIONS:		6,638	4,245	199,351	286,014	3,000	286,014	448,889
<b>PERMITS &amp; FEES</b>								
10-42-4200	Building Permits	40,348	27,203	32,688	61,818	20,000	82,186	80,000
10-42-4210	Liquor Licenses/Permits	4,033	40,229	5,508	22,525	3,500	5,000	5,000
10-42-4212	Short-term Rental Lic/Fees	.00	.00	15,000	11,250	16,000	29,500	21,000
10-42-4220	Motor Vehicle Fee	6,107	5,491	5,808	3,374	5,000	5,000	5,000
10-42-4230	Planning & Zonning Fees	4,816	3,775	1,850	2,450	2,000	8,277	6,000
10-42-4232	Encroachment Permits	725	13,537	200	100	1,000	100	100
10-42-4242	Specific Ownership Auto	63,757	65,640	68,667	43,003	56,000	69,850	69,850
Total PERMITS & FEES:		119,786	155,875	129,720	144,520	103,500	199,913	186,950
<b>OTHER REVENUES</b>								
10-43-4032	Ouray School Fuel Payme	4,836	5,558	2,484	2,967	5,000	5,000	5,800
10-43-4300	CNL rent	2,400	9,600	4,800	3,200	1,000	4,800	1,000
10-43-4305	Cigarette Tax	3,787	3,772	4,102	2,742	3,750	3,750	4,000
10-43-4310	Court Fines	17,755	5,236	5,140	9,005	10,000	10,000	10,000
10-43-4315	E.S.C. Reimbursement	3,372	9,579	4,741	.00	5,852	3,701	5,632
10-43-4320	Fire Dist Reimbursement	29,523	30,141	29,617	.00	26,000	36,218	42,691
10-43-4325	Franchise Fees	44,724	50,890	35,751	41,627	42,000	51,000	51,000
10-43-4330	Highway Dept Reimburse	6,231	9,215	3,406	4,959	6,200	5,512	5,512
10-43-4333	County Rd & Br Sharing	24,399	24,134	27,036	27,136	27,135	27,136	27,136
10-43-4335	Highway Users Tax	52,478	51,982	38,965	22,313	50,000	50,000	50,000
10-43-4337	Fed. Min. Lease & St.Seve	12,388	59,986	25,393	.00	20,000	7,520	20,000
10-43-4340	Interest Income	6,111	12,780	8,530	2,176	7,000	3,000	3,000

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
10-43-4350	Other Revenue - Misc	1,005	10,130	4,972	2,422	1,500	2,422	1,500
10-43-4351	Copy Machine Revenue	108	90	104	112	75	112	100
10-43-4353	Vending Machine Revenue	279	62	137	12	50	12	10
10-43-4354	Public Works Revenue	3,440	113	186	535	100	535	100
10-43-4355	Other Revenue - Police	1,099	2,764	2,569	1,060	1,500	1,060	1,000
10-43-4358	Police Reports	120	120	170	123	200	123	125
10-43-4365	Restitution Fund	750	100	.00	.00	750	.00	.00
10-43-4367	Fireworks Reimbursement	.00	11,997	.00	.00	.00	.00	.00
10-43-4368	Other Revenue - Fire	21,806	.00	10,000	.00	10,000	.00	.00
10-43-4369	Public Restroom Reimb-cle	.00	1,440	3,780	2,880	4,320	4,320	4,320
10-43-4370	Rebiling & Interest	3,777	10,191	4,268	5,752	5,500	8,252	8,000
10-43-4375	Taxes Penalty & Int	2,397	2,790	2,637	1,239	2,000	2,000	2,000
10-43-4385	Transfer from Ref/Rec Fun	5,214	10,000	10,301	6,867	10,300	10,300	14,014
10-43-4386	Transfer from Cap.Improv.	227,308	148,401	239,482	214,643	733,381	733,381	.00
10-43-4388	Transfer from WF - Loan R	.00	29,122	28,744	19,583	29,122	29,374	29,374
Total OTHER REVENUES:		475,306	500,193	497,314	371,351	1,002,735	999,528	286,314

**COMMUNITY CENTER**

10-44-4461	Use Fees	14,055	8,940	1,955	870	4,000	3,440	7,000
10-44-4470	Internet cabinet rent	635	635	635	424	635	635	635
Total COMMUNITY CENTER:		14,690	9,575	2,590	1,294	4,635	4,075	7,635

**OTHER PARKS REVENUES**

10-45-4021	OCRA Lease	7,644	.00	.00	.00	.00	.00	.00
10-45-4060	Geothermal Use	594	128	713	519	600	519	600
10-45-4172	PARC donations	.00	128	207	.00	.00	.00	200
10-45-4174	PARC League Fees	1,050	1,650	75	1,735	500	1,735	2,600
10-45-4175	PARC Fundraiser Sales	239	.00	.00	.00	.00	.00	.00
10-45-4205	Skate Rentals	.00	230	.00	.00	500	.00	250
10-45-4224	Ice Rink Donations	.00	.00	.00	.00	.00	.00	1,800
10-45-4310	City Park Use	800	1,575	863	125	1,500	1,350	1,000
10-45-4325	Park Dedication PILO	.00	.00	.00	1,203	.00	1,203	.00
10-45-4390	Trnsfr. from Beautification	54,289	25,851	42,157	935	43,595	43,595	38,000
Total OTHER PARKS REVENUES:		64,616	29,562	44,014	4,517	46,695	48,402	44,450

**PROPERTY TAXES -FLUMES/STREETS**

10-48-4810	Delinquent Prop. & Int.	434	502	474	224	325	230	230
10-48-4820	Property Taxes	79,087	79,819	87,978	87,124	89,620	89,620	100,919
Total PROPERTY TAXES -FLUMES/STREETS:		79,521	80,321	88,452	87,348	89,945	89,850	101,149

**GENERAL GOVERNMENT EXPENSES**

10-50-5000	Mayor & Council	15,600	15,600	7,900	3,400	15,600	10,000	15,600
10-50-5002	City Administrator	22,460	10,910	9,789	6,171	15,020	15,020	16,230
10-50-5004	Finance & Admin. Director	19,239	19,342	7,176	13,075	19,998	20,600	22,678
10-50-5006	HR Manager	13,028	9,824	10,160	6,641	10,157	10,157	10,970
10-50-5008	Administrative Clerks	37,713	32,075	30,499	17,552	36,008	36,008	59,900
10-50-5010	Building Inspection	14,911	24,808	16,350	1,690	15,576	15,576	35,050
10-50-5012	Community Development	.00	.00	35,024	19,239	43,381	43,381	46,852
10-50-5013	City Resources Director	9,313	8,045	8,321	5,439	8,317	8,317	8,982
10-50-5070	Court	4,680	4,680	4,680	3,477	4,680	6,205	6,600
10-50-5540	Custodian	11,001	11,778	12,232	7,921	12,342	12,342	13,330



Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
10-50-5545	PW Maintenance Crew	2,656	5,474	.00	.00	.00	.00	.00
10-50-5650	Event Coordinator	13,055	13,136	14,640	2,660	13,536	13,536	16,200
10-50-5680	Parks/Facilities Maint. Mgr.	.00	.00	.00	2,533	24,584	24,584	35,640
10-50-5681	Parks/Facilities Maint Ops	.00	.00	.00	.00	.00	.00	24,149
10-50-5800	FICA	12,020	11,712	11,665	6,726	12,573	12,573	13,830
10-50-5810	Unemployment	584	517	586	350	578	578	625
10-50-5830	Workers' Comp	3,579	1,661	1,337	1,112	1,483	1,483	1,637
10-50-5831	Flex Plan Costs	711	1,398	1,260	832	1,500	1,500	1,500
10-50-5840	Group Term Life Insurance	1,122	1,701	1,389	678	2,258	2,258	2,258
10-50-5850	Employee Health Insuranc	30,662	60,944	69,194	42,496	85,840	85,840	88,415
10-50-5851	COBRA Admin Costs	.00	208	328	264	350	350	450
10-50-5870	Pension	3,406	3,686	2,525	2,192	4,244	4,244	4,585
10-50-6010	Telephone / Communicatio	8,874	12,538	14,586	12,568	13,959	13,959	14,450
10-50-6020	Utilities	7,030	6,609	4,418	3,731	7,000	7,000	7,750
10-50-6030	Insurance	19,459	17,902	18,485	14,999	19,939	19,939	22,002
10-50-6031	Insurance-Deductions	.00	1,356	.00	.00	.00	.00	.00
10-50-6050	County Treasurer's Fees	8,775	8,932	10,011	9,664	10,250	10,430	10,750
10-50-6060	Elections	997	410	2,519	.00	2,000	2,700	3,000
10-50-7000	Contract Labor-Gen Govt	73,507	50,463	48,241	75,613	35,893	35,893	105,000
Budget notes:								
~2022 Zoning Code Update - \$54,090, Salary & Benefit Survey - \$15,000								
10-50-7004	IT Contract Labor	.00	5,183	30,538	11,675	15,000	15,000	3,640
10-50-7025	Legal fees	41,760	74,509	71,237	40,415	74,000	65,000	90,000
Budget notes:								
~2022 Includes \$15,000 for Personnel Regs Attorney								
10-50-7027	Audit Fees	13,350	13,500	14,000	.00	14,500	14,000	14,500
10-50-7035	Planning Commission	736	.00	.00	.00	1,200	1,200	2,000
10-50-7037	Comm. Econ. Dev. Commit	.00	.00	.00	.00	10,000	10,000	12,000
Budget notes:								
~2022 \$2,000 - Refreshments for Round Table Discussions, \$5,000 - Small Business Grants, \$5,000 - Guest Speakers								
10-50-7050	State Historic Fund Grant	.00	.00	244,500	11,953	.00	11,953	.00
10-50-7051	GOCO Grant for Ouray Sc	.00	.00	.00	110,000	.00	110,000	.00
10-50-7100	C.H. Clean/Supplies	4,018	3,296	5,170	2,953	4,800	4,500	4,800
10-50-7104	IT Supplies	1,614	1,290	1,709	992	1,500	1,500	1,500
10-50-7400	Maintenance- City Hall	4,596	4,046	10,795	4,732	6,400	7,100	7,500
10-50-7600	Vehicle Oil & Gas - Admin	43	744	43	342	1,000	1,000	1,000
10-50-7601	Vehicle Oil & Gas - School	5,215	6,302	2,122	2,823	5,000	5,000	5,500
10-50-7800	Dues & Subscriptions	8,837	11,457	9,057	4,019	12,000	8,000	12,000
10-50-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	12,015
10-50-7811	Council & Other Meetings	5,924	2,090	4,262	453	10,000	2,000	10,000
10-50-7820	Hosted Meetings	576	530	1,215	460	2,000	500	5,000
10-50-7830	Office Supplies	3,650	3,406	4,909	2,676	5,000	5,000	5,000
10-50-7835	Copier/Printer Expense	3,347	4,244	3,054	2,291	3,500	3,500	3,800
10-50-7850	Printing/Publications	6,655	7,249	8,055	4,978	4,700	7,470	8,000
10-50-7854	Donations to Other Org.	2,209	231	3,500	500	6,550	6,550	12,500
Budget notes:								
~2022 OCPAG - \$5,000, EcoAction Partners - \$500, Uncompahgre Watershed - \$500 for Remediation and \$1,000 for Love Your Gorge, Voyager - \$3,000, Center for Mental Health - \$2,500								
10-50-7855	GIS Cost	.00	.00	.00	.00	.00	.00	3,000
10-50-7860	Training	16,259	19,023	5,208	110	18,000	10,000	18,000
10-50-7862	Hiring Cost	9,220	3,043	28,699	3,946	3,000	4,900	5,000
10-50-7865	Employee Functions	3,436	1,401	209	66	4,000	4,000	4,000
10-50-7880	Postage	2,930	1,467	738	203	2,500	1,200	1,200
10-50-7900	Other Expenses	5,262	227	887	355	1,000	500	1,000
10-50-8100	Inventoried Equipment	6,799	265	2,265	.00	1,500	500	1,500
10-50-8104	IT Inventoried Equipment	.00	7,369	763	4,457	15,000	15,000	2,500
10-50-8210	Capital Improvements	87,833	23,884	723	.00	.00	.00	.00

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
10-50-8250	City Hall Improvement	.00	409	29,167	23,252	35,000	35,000	.00
10-50-8400	Capital Equipment	24,470	18,899	.00	.00	.00	.00	.00
10-50-8402	IT Capital Expenditures	.00	.00	.00	9,965	94,081	94,081	.00
10-50-9010	E.S.C. Mntce/Other	1,869	1,873	1,930	1,714	2,060	2,571	2,650
10-50-9020	E.S.C. Utilities	3,590	3,177	3,218	1,981	3,792	3,005	3,155
Total GENERAL GOVERNMENT EXPENSES:		580,141	554,824	831,291	508,336	774,149	864,503	841,193

**POLICE DEPT. EXPENSES**

10-51-5060	Police Chief	88,253	92,654	102,076	70,512	107,918	107,918	116,551
10-51-5065	Officers	273,441	232,693	325,414	205,654	289,301	308,481	333,160
10-51-5068	Training	.00	.00	.00	.00	5,000	5,000	5,000
10-51-5600	Veh. Maint. - PW Crew	7,033	7,510	7,040	5,208	7,500	7,820	8,450
10-51-5651	Security Wages	1,539	.00	.00	.00	.00	.00	.00
10-51-5800	FICA	27,197	24,703	32,571	20,886	27,692	31,330	33,840
10-51-5810	Unemployment	1,067	881	1,268	820	1,250	1,250	1,350
10-51-5830	Workers' Comp	19,965	15,249	10,502	8,736	11,650	11,650	12,854
10-51-5840	Group Term Life Insurance	2,678	2,367	3,381	1,808	3,835	3,000	3,000
10-51-5850	Employee Health Insuranc	66,055	71,310	77,924	52,175	95,600	95,600	97,512
10-51-5855	Medical	170	590	200	136	250	250	250
10-51-5870	Pension	8,674	6,040	6,412	7,312	6,200	10,968	11,850
10-51-6010	Telephone / Communicatio	6,901	7,997	8,197	5,181	9,000	9,000	8,780
10-51-6011	Dispatch Communications	40,343	54,053	49,243	36,385	48,513	48,513	52,309
10-51-6020	Utilities	694	696	688	414	850	850	850
10-51-6030	Insurance	23,434	22,895	23,600	18,706	25,456	25,456	28,090
10-51-7000	Contract Labor	10,952	4,080	3,017	200	4,000	4,000	4,000
10-51-7004	IT Contract Labor	.00	2,424	1,524	3,768	6,350	6,350	2,080
10-51-7060	Community Policing	2,309	3,587	2,595	1,582	3,500	3,500	3,500
10-51-7100	Supplies	2,393	8,159	3,214	176	6,200	6,200	6,200
10-51-7104	IT Supplies	.00	600	766	260	600	600	600
10-51-7180	Uniforms	2,567	2,935	2,619	1,857	3,300	3,300	3,300
10-51-7600	Vehicle Oil & Gas	10,025	9,740	10,972	8,632	10,025	10,025	11,000
10-51-7650	Vehicle R & M/Supplies	6,156	5,315	17,647	6,743	9,350	9,350	9,350
10-51-7654	Radio Maintenance	440	633	384	558	1,000	1,000	1,000
10-51-7800	Dues & Subscriptions	4,018	5,334	4,413	1,163	5,200	5,200	5,200
10-51-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	5,130
10-51-7830	Office Supplies	1,471	2,043	3,390	1,181	2,686	2,686	2,686
10-51-7835	Copier/Printer Expenses	.00	.00	.00	332	.00	500	500
10-51-7850	Arrest/Investigation Costs	756	4,450	6,258	18	3,000	3,000	3,000
10-51-7855	Juvenile Div. Program	3,000	5,000	8,800	.00	8,800	8,800	8,800
10-51-7856	Neighborhood Watch Progr	.00	.00	548	.00	.00	.00	.00
10-51-7860	Training	7,143	8,798	9,049	1,888	11,000	11,000	11,000
10-51-7862	Hiring Cost	3,892	13,339	244	.00	1,000	1,000	1,000
10-51-7870	Animal Control	1,115	105	.00	.00	600	600	600
10-51-7880	Postage	8	10	60	74	50	50	50
10-51-7887	Shooting Range Maintenan	314	6,645	9,869	3,987	3,300	3,300	5,000
10-51-7888	Fire Arms and Ammunition	.00	.00	.00	.00	.00	.00	5,500
10-51-7900	Other Expenses	1,519	1,674	141	211	1,000	1,000	1,000
10-51-8100	Inventoried Equipment	4,409	4,233	1,273	1,725	4,800	4,800	4,800
10-51-8104	IT Inventoried Equipment	.00	6,113	17	3,822	2,400	2,400	.00
10-51-8400	Capital Equipment	.00	.00	.00	55,386	42,000	42,000	.00
10-51-8402	IT Capital Expenditures	28	55,212	.00	.00	.00	.00	.00
10-51-8420	Police Car	82,140	18,899	7,336	66,171	63,000	63,000	.00
10-51-9540	Debt Service Principal	6,983	.00	.00	.00	.00	.00	.00
10-51-9545	Debt Service Interest	869	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
Total POLICE DEPT. EXPENSES:		719,952	708,967	742,655	593,665	833,176	860,747	809,142
<b>FIRE DEPT. EXPENSES</b>								
10-52-5500	Fire Chief	3,654	4,529	1,818	1,872	4,500	4,500	9,600
10-52-5600	Veh. Maint. - PW Crew	3,282	3,504	3,286	2,430	4,750	4,750	5,130
10-52-5800	FICA	534	600	375	328	700	700	750
10-52-5810	Unemployment	21	20	15	12	30	30	30
10-52-5830	Workers' Comp	14,685	309	171	142	9,000	9,000	210
10-52-5840	Group Term Life Insurance	30	17	27	23	45	45	45
10-52-5850	Employee Health Insuranc	976	955	1,298	401	2,224	1,000	1,000
10-52-5855	Medical	308	.00	.00	580	.00	600	600
10-52-5870	Pension	95	.00	57	62	110	110	119
10-52-6010	Telephone / Communicatio	1,184	2,105	2,182	1,299	2,000	2,000	2,090
10-52-6011	Dispatch Communications	1,111	719	742	644	599	800	1,450
10-52-6020	Utilities	3,640	3,404	2,992	1,712	3,700	3,700	3,700
10-52-6030	Insurance	17,192	16,880	17,400	14,025	18,768	18,768	20,710
10-52-6740	Inspections	.00	.00	.00	.00	.00	.00	4,500
10-52-7000	Contract Labor	3,000	3,000	14,650	.00	.00	.00	.00
10-52-7004	IT Contract Labor	.00	193	140	161	.00	161	520
10-52-7100	Supplies	6,191	5,298	1,533	410	7,000	7,000	15,600
Budget notes:								
~2022 Adapters, pagers, hoods, gloves, keys, etc.								
10-52-7104	IT Supplies	.00	86	47	52	.00	52	.00
10-52-7180	Uniforms	.00	.00	.00	.00	.00	.00	11,400
10-52-7400	Building Maintenance	120	334	160	453	.00	.00	22,100
10-52-7470	Tools	.00	.00	.00	.00	1,000	1,000	3,000
10-52-7600	Vehicle Oil & Gas	1,602	925	1,332	959	1,000	1,000	1,500
10-52-7650	Vehicle R & M/Supplies	5,999	7,282	4,856	2,675	18,000	18,000	8,000
10-52-7651	Equipment Maintenance	3,617	4,616	1,187	2,024	.00	2,024	1,500
10-52-7800	Dues & Subscriptions	.00	.00	.00	56	.00	56	2,000
10-52-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	1,190
10-52-7830	Office Supplies	.00	.00	.00	42	.00	42	300
10-52-7860	Training	6,382	7,679	5,021	820	8,000	8,000	8,500
10-52-7890	Social Activities	2,396	1,868	.00	2,651	2,400	2,651	3,500
10-52-7891	July 4th Games	13,436	1,200	.00	1,600	1,200	1,600	2,000
10-52-7892	Fireworks Expense	74	12,165	14,601	347	.00	347	.00
10-52-7900	Other Expenses	165	1,371	1,320	1,320	1,450	1,450	1,320
10-52-7910	Pension Fund Contribution	18,000	18,000	20,027	.00	20,027	20,027	21,000
10-52-8100	Inventoried Equipment	11,994	9,282	23,918	15,500	.00	.00	23,500
10-52-8104	IT Inventoried Equipment	.00	.00	.00	.00	2,500	2,500	.00
10-52-8400	Capital Equipment	.00	.00	34,342	46,343	78,000	78,000	429,093
Budget notes:								
~2022 \$5,204 + \$423,889 from grant								
10-52-8402	IT Capital Expenditures	7	.00	.00	.00	.00	.00	.00
10-52-9540	Debt Service Principal	27,838	28,645	29,475	30,329	30,329	30,329	31,209
10-52-9545	Debt Service Interest	7,151	6,344	5,513	4,659	4,659	4,659	3,780
Total FIRE DEPT. EXPENSES:		154,685	141,327	188,483	133,933	221,991	224,901	640,946
<b>PUBLIC WORKS DEPT. EXPENSES</b>								
10-53-5100	PW Director	27,597	8,012	24,262	15,390	23,539	23,539	25,422
10-53-5110	PW Crew	131,071	74,104	105,113	62,996	102,144	102,144	110,316
10-53-5151	Reclassification to Capitaliz	4,921-	.00	.00	.00	.00	.00	.00
10-53-5153	PW Improvements	4,921	.00	.00	.00	.00	.00	.00
10-53-5600	Veh. Maint. - PW Crew	10,316	15,637	10,326	7,639	12,188	12,188	13,163

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
10-53-5800	FICA	12,931	7,258	10,344	6,476	10,143	10,143	10,954
10-53-5810	Unemployment	507	330	406	251	398	398	430
10-53-5830	Workers' Comp	7,907	4,020	3,570	2,969	3,959	3,959	4,369
10-53-5831	Flex Plan Costs	356	.00	.00	.00	.00	.00	.00
10-53-5840	Group Term Life Insurance	1,936	1,132	1,207	442	1,403	1,403	1,403
10-53-5850	Employee Health Insuranc	51,950	15,742	9,502	6,392	13,294	13,294	13,693
10-53-5855	Medical	239	587	233	345	600	600	600
10-53-5870	Pension	3,719	2,054	3,417	2,464	3,201	3,700	4,000
10-53-6010	Telephone / Communicatio	4,629	4,294	4,824	2,919	4,755	5,300	4,370
10-53-6020	Utilities	2,202	1,876	3,132	1,204	3,727	2,500	3,500
10-53-6021	Trash Removal	10,331	736	1,159	.00	2,000	1,000	2,000
10-53-6025	Street Lights	13,954	13,669	11,770	6,831	12,000	12,000	12,000
10-53-6029	Sanitation	.00	850	.00	.00	1,000	.00	1,000
10-53-6030	Insurance	3,695	4,461	3,543	4,236	4,960	4,960	5,474
10-53-6031	Insurance-Deductions	1,000	.00	.00	1,000	.00	1,000	.00
10-53-6050	County Treasurer's Fees	1,588	1,606	1,800	1,747	1,836	2,000	2,295
10-53-7000	Contract Labor	8,815	15,646	4,782	9,044	20,000	18,000	20,000
10-53-7004	IT Contract Labor	.00	648	1,172	266	3,000	1,500	740
10-53-7104	IT Supplies	.00	211	215	130	250	200	250
10-53-7110	Street Patching	.00	78	1,900	.00	10,000	8,000	5,000
10-53-7112	Bridge Material	1,560	1,576	703	162	2,000	500	1,500
10-53-7120	Drainage Material	.00	654	.00	.00	.00	.00	.00
10-53-7130	Flume Materials	.00	307	1	.00	1,500	100	1,500
10-53-7135	Sand	10,000	10,000	10,000	.00	10,000	10,000	10,000
10-53-7140	St Supplies/Materials	8,495	20,544	4,310	14,013	20,000	20,000	20,000
10-53-7150	Dust Control - Contract	22,365	25,515	26,460	27,090	27,000	27,090	28,000
10-53-7185	Equipment Rental	.00	1,641	.00	.00	5,000	2,000	.00
10-53-7200	Maintenance & Repairs	191	4,604	4,968	779	5,000	2,500	6,000
10-53-7470	Tools	228	937	401	.00	750	750	1,000
10-53-7600	Vehicle Oil & Gas	8,539	11,063	6,169	5,163	9,000	9,000	12,000
10-53-7650	Vehicle R & M/Supplies	12,279	34,316	24,297	6,816	25,000	25,000	25,000
10-53-7700	City Shop Expense	6,690	9,648	2,880	1,337	10,000	8,000	8,000
10-53-7720	Safety Expense	622	318	1,093	794	800	800	1,000
10-53-7800	Dues & Subscriptions	13	70	.00	.00	.00	.00	.00
10-53-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	770
10-53-7830	Office Supplies	403	549	444	146	500	500	500
10-53-7835	Copier/Printer Expense	261	342	297	215	500	500	500
10-53-7860	Training	503	153	.00	.00	250	.00	250
10-53-7862	Hiring Cost	658	396	705	857	400	1,293	500
10-53-7870	Uniforms	1,200	1,200	1,200	307	1,200	1,200	1,600
10-53-7880	Postage	.00	.00	7	.00	200	.00	200
10-53-7900	Other	2,156	995	747	320-	1,000	1,000	1,000
10-53-8081	Street Paving	.00	.00	.00	.00	1,000	.00	10,000
Budget notes:								
~2022 Chautauqua Seal								
10-53-8100	Inventoried Equipment	2,567	347	1,986	10,563	.00	10,563	.00
10-53-8104	IT Inventoried Equipment	596	2,437	1,677	.00	4,500	.00	.00
10-53-8250	Capital Improvements	.00	.00	53,518	17,440	.00	17,440	.00
10-53-8400	Capital Equipment	.00	25,492	98,317	.00	.00	.00	.00
10-53-8402	IT Capital Expenditures	14	.00	.00	.00	.00	.00	.00
10-53-8420	Vehicles	37,157	.00	500	3,500	21,850	21,850	.00
10-53-9540	Debt Service Principal	38,767	12,289	12,927	.00	5,228	5,228	5,384
10-53-9545	Debt Service Interest	3,666	1,271	736	.00	483	483	327
10-53-9570	Flume Repair/Improvement	.00	27,320	36,467	252	50,000	50,000	250,000
10-53-9575	Drainage/River Dredging	49,009	15,965	.00	.00	.00	.00	.00
10-53-9590	Capitalized Wages	4,921	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
Total PUBLIC WORKS DEPT. EXPENSES:		507,602	382,900	493,484	221,855	437,558	443,625	626,010
<b>COMMUNITY CENTER EXPENSES</b>								
10-54-5012	City Resources Director	15,521	8,045	8,321	5,439	8,158	8,158	8,812
10-54-5540	Custodian / PW maintenanc	28,137	26,567	22,425	14,522	21,790	21,790	23,533
10-54-5650	Event Coordinator	23,934	24,083	26,840	4,877	26,782	26,782	29,700
10-54-5800	FICA	4,826	4,300	4,173	1,745	4,150	4,150	4,482
10-54-5810	Unemployment	189	199	164	68	200	200	216
10-54-5830	Workers' Comp	2,354	2,021	1,678	1,396	1,861	1,861	2,054
10-54-5840	Group Term Life Insurance	623	618	660	247	745	745	745
10-54-5850	Employee Health Insuranc	23,778	23,368	25,455	13,701	30,879	22,000	24,000
10-54-5870	Pension	2,020	1,586	1,667	742	1,675	1,675	1,809
10-54-6010	Telephone / Communicatio	2,244	2,198	2,238	1,339	2,266	2,266	2,280
10-54-6020	Utilities	7,016	6,999	5,404	3,902	6,180	6,180	6,365
10-54-6030	Insurance	3,400	3,871	3,991	3,217	4,304	4,304	4,750
10-54-6100	Advertising	.00	.00	.00	.00	700	700	700
10-54-6720	Elevator	3,132	4,265	3,685	2,581	4,500	4,500	5,000
10-54-7000	Contract Labor	3,339	800	.00	.00	.00	.00	.00
10-54-7004	IT Contract Labor	.00	621	320	161	.00	161	.00
10-54-7100	Supplies	5,599	4,060	5,164	3,595	5,600	5,600	6,100
10-54-7103	Laundry	.00	60	.00	.00	150	150	300
10-54-7104	IT Supplies	.00	28	23	26	200	200	1,000
10-54-7200	Maintenance & Repairs	2,962	3,081	7,154	198	4,000	4,000	4,000
10-54-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	290
10-54-7830	Office Supplies	569	62	.00	.00	350	350	400
10-54-7900	Other Expenses	140	.00	.00	.00	.00	.00	.00
10-54-8100	Inventoried Equipment	1,657	1,401	3,686	.00	3,500	3,500	3,425
10-54-8104	IT Inventoried Equipment	.00	230	.00	.00	.00	.00	2,750
10-54-8250	Capital Improvements	25,083	26,635	500	43,555	100,000	100,000	.00
10-54-8400	Capital Equipment	.00	370	.00	.00	.00	.00	.00
10-54-8402	IT Capital Expenditures	3	.00	.00	.00	.00	.00	.00
Total COMMUNITY CENTER EXPENSES:		156,525	145,467	123,547	101,311	227,990	219,272	132,711
<b>OTHER PARKS EXPENSES</b>								
10-55-5100	PW Director	9,199	4,553	4,852	3,078	4,708	4,708	5,085
10-55-5520	Gardeners/Maint Wages -	34,297	33,419	35,159	20,589	36,637	36,637	39,568
10-55-5540	Custodian	.00	569	.00	.00	.00	.00	.00
10-55-5545	PW Maintenance Crew	33,391	29,656	22,543	13,989	22,360	22,360	.00
10-55-5600	Veh. Maint. - PW Crew	5,627	8,530	5,632	4,167	6,177	6,251	6,755
10-55-5680	Parks/Facilities Maint. Mgr.	.00	.00	.00	2,533	24,584	24,584	17,820
10-55-5681	Parks/Facilities Maint Ops	.00	.00	.00	.00	.00	.00	12,075
10-55-5800	FICA	6,193	6,735	5,132	3,350	7,174	7,174	7,750
10-55-5810	Unemployment	243	338	201	131	407	407	440
10-55-5830	Workers' Comp	4,779	3,119	2,092	1,740	2,321	2,321	2,561
10-55-5840	Group Term Life Insurance	415	389	416	204	488	488	488
10-55-5850	Employee Health Insuranc	11,892	11,774	12,380	8,539	16,304	16,304	16,793
10-55-5855	Medical	42	.00	.00	.00	.00	.00	.00
10-55-5870	Pension	999	835	818	685	944	1,030	1,113
10-55-6010	Telephone / Communicatio	1,015	1,313	1,179	787	1,510	1,510	1,500
10-55-6020	Utilities	6,577	6,612	6,733	5,087	7,218	7,218	7,435
10-55-6021	Trash Removal	.00	704	.00	.00	1,000	1,000	1,000
10-55-6029	Sanitation	1,310	1,570	5,134	6,612	3,500	6,612	5,500

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
10-55-6030	Insurance	2,396	2,380	2,453	1,978	3,036	3,036	2,920
10-55-6031	Insurance-Deductions	.00	1,000	.00	.00	.00	.00	.00
10-55-7000	Contract Labor	371	340	300	225	1,000	1,000	1,000
10-55-7004	IT Contract Labor	.00	140	140	161	250	250	520
10-55-7100	Parks Maint Supplies	11,265	12,016	4,296	865	8,000	8,000	8,000
10-55-7101	Paper/Cleaning Supplies	5,094	7,818	9,245	7,889	10,000	10,000	10,000
10-55-7102	PARC Supplies	1,476	219	103	12	1,420	1,420	1,420
10-55-7104	IT Supplies	.00	.00	.00	40	250	250	250
10-55-7125	Fertilizer	300	.00	300	382	600	600	600
10-55-7150	Tree Maintenance	3,931	3,560	3,295	2,737	4,000	4,000	7,000
10-55-7160	Geothermal Expenses	1,815	10,799	846	1,105	2,500	2,500	.00
10-55-7165	Parks Uniforms	1,173	1,395	870	707	1,200	1,200	3,000
10-55-7200	Maintenance & Repairs	8,597	5,346	8,680	2,237	10,000	10,000	10,000
10-55-7201	Maint. & Repairs - MicroHy	386	.00	567	.00	3,000	3,000	3,000
10-55-7202	Maint. & Repairs - Dog Par	707	70	300	.00	300	300	400
10-55-7470	Tools	171	465	450	.00	500	500	1,000
10-55-7600	Vehicle Oil & Gas	5,640	6,611	3,901	3,442	6,000	6,000	6,000
10-55-7650	Vehicle R & M/Supplies	720	2,579	2,036	.00	3,000	3,000	3,000
10-55-7720	Safety Expense	560	1,003	810	.00	500	500	1,000
10-55-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	860
10-55-7830	Office Supplies	221	394	318	161	250	250	250
10-55-7835	Copier/Printer Expense	87	134	99	72	250	250	100
10-55-7860	Training	.00	.00	113	.00	500	500	1,000
10-55-7862	Hiring Cost	1,807	1,418	1,427	2,050	1,500	1,500	2,200
10-55-7870	Supplies	.00	.00	.00	.00	250	250	500
10-55-7900	Other Expenses	10,483	917	155	.00	1,200	1,200	.00
10-55-8100	Inventoried Equipment	630	2,047	649	1,702	4,000	4,000	7,800
10-55-8250	Capital Improvements	.00	.00	6,125	26,748	277,000	277,000	.00
10-55-8400	Capital Equipment	.00	.00	25,955	4,200	21,850	21,850	.00
10-55-8402	IT Capital Expenditures	3	.00	.00	.00	.00	.00	.00
10-55-9540	Debt Service Principal	1,920	2,000	2,084	.00	.00	.00	.00
10-55-9545	Debt Service Interest	213	133	69	.00	.00	.00	.00

Total OTHER PARKS EXPENSES:	175,947	172,899	177,859	128,203	497,688	500,960	197,703
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**SKI TOW EXPENSES**

10-56-5012	City Resources Director	2,328	2,414	2,496	1,632	2,497	2,497	2,697
10-56-5520	Ski Tow Wages	3,664	8,020	7,798	6,899	7,733	7,733	8,352
10-56-5540	PW Maintenance Crew	1,594	1,713	.00	.00	.00	.00	.00
10-56-5800	FICA	581	799	787	572	900	900	972
10-56-5810	Unemployment	23	31	31	26	41	41	45
10-56-5830	Workers' Comp	638	515	358	298	397	397	438
10-56-5840	Group Term Life Insurance	34	35	40	22	45	45	45
10-56-5850	Employee Health Insuranc	883	921	1,025	823	1,225	1,240	1,275
10-56-5870	Pension	115	100	72	49	127	127	127
10-56-6020	Utilities	600	676	643	474	652	652	652
10-56-6029	Sanitation	437	661	586	270	790	790	790
10-56-6030	Insurance	160	160	165	133	178	178	196
10-56-6740	Inspections	2,113	1,223	290	775	2,300	2,300	2,300
10-56-7000	Contract Labor	.00	.00	.00	.00	1,800	1,800	6,800
10-56-7004	IT Contract Labor	.00	760	.00	.00	200	200	.00
10-56-7010	Engineering	.00	.00	.00	.00	.00	.00	5,000
10-56-7100	Supplies	322	96	327	.00	1,200	1,200	1,200
10-56-7200	Maintenance & Repairs	488	740	195	80	1,000	1,000	1,000
10-56-7900	Other Expenses	48	.00	.00	.00	.00	.00	.00
10-56-8100	Inventoried Equipment	.00	1,990	.00	.00	.00	.00	3,750

Budget notes:

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
~2022 \$3,750 tow rope in 2022								
10-56-8104	IT Inventoried Equipment	.00	69	.00	.00	.00	.00	.00
Total SKI TOW EXPENSES:		14,029	20,924	14,813	12,052	21,085	21,100	35,639
<b>ICE RINK/ROTARY PARK EXPENSES</b>								
10-57-5001	Ice Rink/Rotary Wages - S	.00	3,165	3,495	.00	4,077	3,500	4,403
10-57-5540	PW Maintenance Crew	.00	979	.00	.00	.00	.00	.00
10-57-5680	Parks/Facilities Maint Mgr	.00	.00	.00	.00	.00	.00	7,128
10-57-5681	Parks/Facilities Maint Ops	.00	.00	.00	.00	.00	.00	4,830
10-57-5800	FICA	.00	268	267	.00	414	350	1,636
10-57-5810	Unemployment	.00	13	10	.00	25	25	82
10-57-5830	Workers' Comp	.00	130	.00	.00	.00	.00	.00
10-57-5840	Group Term Life Insurance	.00	15	16	9	19	19	80
10-57-5850	Employee Health Insuranc	.00	457	536	441	639	639	5,000
10-57-5870	Pension	.00	116	.00	.00	.00	.00	400
10-57-6020	Utilities	.00	576	839	217	850	850	850
10-57-6029	Sanitation	.00	631	1,261	1,355	1,000	1,355	.00
Budget notes:								
~2022 No port-a-potties for 2022 because new restroom will be in place								
10-57-6030	Insurance	.00	.00	.00	133	178	178	196
10-57-7100	Supplies	.00	236	110	.00	500	500	750
10-57-7102	PARC Supplies	.00	208	98	.00	250	250	.00
10-57-7150	Tree Maintenance	.00	.00	.00	.00	.00	.00	2,500
10-57-7200	Maintenance & Repairs	.00	7,416	607	.00	11,000	11,000	11,000
10-57-7900	Other Expenses	.00	158	.00	.00	.00	.00	.00
Total ICE RINK/ROTARY PARK EXPENSES:		.00	14,369	7,241	2,155	18,952	18,666	38,855
GENERAL FUND Revenue Total:		2,344,693	2,543,526	2,981,886	2,407,093	3,076,440	4,089,084	3,535,510
GENERAL FUND Expenditure Total:		2,308,880	2,141,677	2,579,373	1,701,510	3,032,589	3,153,774	3,322,199
Net Total GENERAL FUND:		35,812	401,849	402,514	705,583	43,851	935,310	213,311

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>WATER FUND</b>								
<b>CUSTOMER REVENUES</b>								
20-40-4050	Water Charges- Customers	405,828	464,690	477,133	345,454	500,986	500,000	549,272
20-40-4051	Water Charges - Pool	18,500	17,616	18,144	12,822	19,240	19,233	20,387
20-40-4053	Water Charges - Box Cano	750	669	689	487	739	739	775
20-40-4057	Water Debt Surcharge	116,364	51,971	16,351	1,072-	.00	.00	.00
20-40-4058	Water Debt Surcharge -Def	.00	21,945	57,647	.00	.00	.00	.00
20-40-4059	Water Debt Surcharge- Re	2,429	29,122	28,750	19,583	28,623	29,375	29,375
20-40-4060	Service Charge - Water	13,399	13,654	13,704	9,237	13,688	13,886	13,886
20-40-4061	Transfer Charge - Water	538	450	625	350	500	500	500
20-40-4062	Water Off/On Charge	420	541	240	260	300	300	300
Total CUSTOMER REVENUES:		558,228	600,658	613,285	387,122	564,076	564,033	614,495
<b>GRANTS</b>								
20-41-4185	Grant - Water Trtmt Feas.	.00	.00	.00	42,210	.00	42,210	.00
20-41-4190	CARES Act Reimb for COV	.00	.00	314	.00	.00	.00	.00
Total GRANTS:		.00	.00	314	42,210	.00	42,210	.00
<b>OTHER REVENUES</b>								
20-43-4300	Invest Fee-Water(25%)	17,000	11,250	7,675	9,788	7,500	9,788	7,500
20-43-4310	Other Revenue	366	175	243	337	300,000	337	100
20-43-4340	Interest Income	307	1,755	1,550	138	800	150	150
20-43-4350	Water Tap - Matl. & Labor	976	554	.00	.00	.00	.00	.00
20-43-4376	Utility-CI Fund Transfer	.00	82,013	34,023	.00	398,000	200,000	.00
20-43-4900	Disposal of assets	.00	2,781-	.00	.00	.00	.00	.00
Total OTHER REVENUES:		18,649	92,965	43,490	10,263	706,300	210,275	7,750
<b>WATER EXPENSES</b>								
20-50-5002	City Administrator	23,252	37,509	32,595	20,826	31,908	35,000	37,800
20-50-5004	Finance & Admin. Director	20,413	20,362	8,115	13,075	19,999	20,600	22,678
20-50-5006	HR Manager	10,432	10,397	11,914	6,641	10,157	10,157	10,970
20-50-5008	Administrative Clerks	38,241	45,014	46,995	26,328	54,011	54,011	64,060
20-50-5010	Building Inspector	3,195	8,126	5,450	563	7,788	7,788	11,682
20-50-5012	Community Development	.00	.00	9,505	4,886	10,846	10,846	11,714
20-50-5100	PW Director	29,018	33,509	21,575	12,312	18,831	19,022	20,545
20-50-5150	PW Crew	66,357	79,366	81,824	47,008	100,481	100,481	108,520
20-50-5600	Veh. Maint. - PW Crew	10,316	15,637	10,556	7,639	12,190	12,190	13,166
20-50-5650	Event Coordinator	1,096	1,102	1,239	222	1,130	1,130	1,350
20-50-5660	Payroll Adjustment	7,625	.00	.00	.00	.00	.00	.00
20-50-5800	FICA	15,101	19,257	17,195	10,406	18,536	18,536	20,020
20-50-5810	Unemployment	592	739	675	408	730	730	730
20-50-5830	Workers' Comp	3,660	7,430	4,654	3,871	5,162	5,162	5,696
20-50-5840	Group Term Life Insurance	1,387	1,955	2,177	1,267	2,540	2,540	2,540
20-50-5850	Employee Health Insuranc	36,357	58,987	56,885	42,866	71,355	71,355	73,500
20-50-5855	Medical	281	587	173	345	500	500	500
20-50-5870	Pension	4,244	6,048	5,849	3,904	7,270	7,270	7,852
20-50-6010	Telephone / Communicatio	651	630	719	495	825	825	1,490
Budget notes:								
~2022 Water Tower Camera Cellular								
20-50-6020	Utilities	4,920	4,526	4,178	2,813	5,304	5,304	5,400
20-50-6030	Insurance	7,540	7,488	7,718	6,486	8,326	8,326	9,187
20-50-6150	Online Processing Fees	2,347	3,238	3,384	2,677	3,502	3,502	3,607



Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
20-50-7000	Contract Labor	70,971	37,018	54,988	32,118	32,000	38,000	35,000
20-50-7004	IT Contract Labor	.00	2,293	3,689	1,340	4,000	4,000	520
20-50-7010	Engineering	.00	.00	3,414	6,695	.00	6,695	10,000
20-50-7024	Permit Fees	757	.00	.00	.00	1,000	.00	.00
20-50-7025	Legal Fees	13,123	21,400	4,926	18,809	20,000	20,000	10,000
20-50-7100	Dist.Syst.Supplies	21,529	17,287	4,923	6,701	16,500	15,000	15,000
20-50-7104	IT Supplies	.00	45	41	26	500	250	500
20-50-7110	Street Patching	.00	6,423	.00	.00	5,000	.00	5,000
20-50-7185	Equipment Rental	.00	169	296	.00	2,400	1,500	.00
20-50-7200	Maintenance & Repairs	2,172	6,319	2,145	5,173	5,000	9,000	7,000
20-50-7400	Water Sample	3,895	4,020	4,139	1,097	5,000	2,500	5,000
20-50-7450	Chemicals	4,769	3,612	3,135	1,894	6,000	4,000	6,000
20-50-7460	Water Tank Maintenance	3,552	316	1,669	1,020	2,500	2,000	3,500
20-50-7470	Tools	.00	2,812	1,531	.00	3,500	3,500	3,500
20-50-7600	Vehicle Oil & Gas	9,239	10,837	6,754	5,679	8,000	7,500	8,000
20-50-7650	Vehicle R & M Supplies	2,371	7,726	8,629	137	8,000	5,000	8,000
20-50-7700	City Shop Expense	2,619	2,274	1,925	1,951	2,000	2,032	2,500
20-50-7720	Safety Expense	310	693	525	.00	1,000	1,000	2,000
20-50-7800	Dues & Subscriptions	1,995	1,243	585	465	1,500	1,000	1,500
20-50-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	280
20-50-7830	Office Supplies	300	486	313	146	500	500	500
20-50-7835	Copier/Printer Expense	861	1,573	1,213	902	1,500	1,500	1,500
20-50-7850	Printing & Publications	75	162	.00	.00	500	.00	500
20-50-7855	GIS Cost	8,041	1,027	.00	.00	2,000	2,000	3,000
20-50-7860	Training	2,256	2,470	495	757	3,000	2,500	3,000
20-50-7862	Hiring Cost	431	344	475	753	250	1,500	1,500
20-50-7870	Uniforms	1,021	1,656	1,200	1,200	1,200	1,200	1,600
20-50-7880	Postage	422	951	1,330	472	1,000	500	1,000
20-50-7900	Other Expenses	1,133	756	383	.00	1,200	1,000	1,200
20-50-7920	Transfer to GF to Repay Lo	.00	29,122	28,744	19,583	28,300	28,300	28,300
20-50-8100	Inventoried Equipment	1,387	6,693	5,401	1,002	5,000	3,500	5,000
20-50-8104	IT Inventoried Equipment	596	1,216	1,677	.00	2,000	2,000	2,000
20-50-8250	Capital Improvements	.00	.00	.00	7,507	198,000	8,000	.00
20-50-8251	Water Improvements Cap.	.00	.00	.00	64,384	500,000	200,000	.00
20-50-8400	Capital Equipment	.00	.00	34,023	.00	.00	.00	.00
20-50-8402	IT Capital Expenditures	7	.00	.00	.00	.00	.00	1,000
Budget notes:								
~2022 1 camera								
20-50-8403	Water Augmentation	143	.00	.00	.00	.00	.00	.00
20-50-8570	New Lines / Valves	.00	.00	.00	.00	2,000	2,000	2,000
20-50-8571	New Hydrants	3,470	.00	.00	.00	3,000	2,800	3,000
20-50-9540	Debt Service Principal	.00	359	17,315	.00	5,074	5,074	5,226
20-50-9545	Debt Service Interest	2,175	1,537	872	.00	469	469	317
20-50-9560	Bond Principal	.00	.00	56,118	.00	.00	.00	.00
20-50-9565	Bond Interest	7,028	4,333	1,530	.00	.00	.00	.00
Total WATER EXPENSES:		453,675	539,081	587,775	394,849	1,270,284	781,095	616,950
WATER FUND Revenue Total:		576,876	693,624	657,089	439,594	1,270,376	816,518	622,245
WATER FUND Expenditure Total:		453,675	539,081	587,775	394,849	1,270,284	781,095	616,950
Net Total WATER FUND:		123,202	154,542	69,314	44,746	92	35,423	5,295

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>SEWER FUND</b>								
<b>CUSTOMER REVENUE</b>								
23-40-4050	Sewer Charges - Customer	464,229	650,609	673,089	478,036	707,663	717,054	760,077
23-40-4051	Sewer Charges - Pool	10,234	13,968	14,387	10,167	15,250	15,250	16,166
23-40-4053	Sewer Charges - Box Cano	770	1,062	1,093	773	1,159	1,159	1,229
23-40-4060	Service Charge - Sewer	14,493	13,975	14,047	9,476	14,010	14,214	14,214
23-40-4061	Transfer Charge - Sewer	563	450	625	350	500	500	500
Total CUSTOMER REVENUE:		490,288	680,064	703,242	498,802	738,582	748,177	792,186
<b>GRANTS</b>								
23-41-4185	Grant - EIAF - CDPHE Co	23,477	.00	.00	.00	.00	.00	.00
23-41-4190	CARES Act Reimb for COV	.00	.00	314	.00	.00	.00	.00
Total GRANTS:		23,477	.00	314	.00	.00	.00	.00
<b>OTHER REVENUES</b>								
23-43-4300	Invest Fee-Sewer(25%)	16,875	7,500	7,675	9,788	7,500	9,788	7,500
23-43-4310	Other Revenue	.00	1,296	1,290	463	.00	463	.00
23-43-4340	Interest Income	1,448	7,828	4,484	465	4,500	1,000	1,000
23-43-4350	Sewer Tap - Matl. & Labor	.00	.00	.00	.00	500	.00	.00
23-43-4998	Trf From Util.-CI	.00	.00	178,056	150,832	575,450	500,000	.00
Total OTHER REVENUES:		18,323	16,624	191,504	161,548	587,950	511,251	8,500
<b>SEWER EXPENSES</b>								
23-50-5002	City Administrator	23,252	41,600	38,641	23,140	39,160	39,160	42,293
23-50-5004	Finance & Admin. Director	20,413	20,362	8,115	13,075	19,999	20,600	22,678
23-50-5006	HR Manager	10,432	13,672	15,886	8,854	13,542	13,542	14,626
23-50-5008	Administrative Clerks	38,242	45,090	46,995	26,328	54,011	54,011	59,740
23-50-5010	Building Inspector	3,195	8,126	5,450	563	5,293	5,293	11,685
23-50-5012	Community Development	.00	.00	6,484	3,206	7,231	7,321	7,810
23-50-5100	PW Director	29,018	46,764	53,937	30,779	47,075	47,075	50,841
23-50-5150	PW Crew	64,072	89,132	88,086	51,121	106,520	106,520	115,050
23-50-5600	Veh. Maint. - PW Crew	10,316	15,637	10,556	7,639	12,189	12,189	13,164
23-50-5650	Event Coordinator	1,096	1,102	1,239	222	1,130	1,130	1,350
23-50-5800	FICA	14,924	21,137	20,475	12,335	21,721	21,721	23,460
23-50-5810	Unemployment Insurance	585	806	803	483	852	852	920
23-50-5830	Workers' Comp	2,627	7,018	4,620	3,842	5,124	5,124	5,654
23-50-5840	Group Term Life Insurance	1,369	2,055	2,344	1,380	2,735	2,735	2,735
23-50-5850	Employee Health Insuranc	35,742	65,585	61,779	47,175	77,304	77,304	79,623
23-50-5855	Medical	281	588	173	345	500	500	500
23-50-5870	Pension	4,178	4,798	7,154	4,683	8,519	8,519	9,201
23-50-6010	Telephone / Communicatio	1,060	1,006	1,270	919	1,292	1,500	1,490
23-50-6020	Utilities	29,722	29,916	28,890	16,670	27,810	25,000	30,000
23-50-6030	Insurance	6,704	6,659	7,864	5,797	7,404	7,404	8,170
23-50-6150	Online Processiong Fees	2,347	3,238	3,384	2,677	3,497	4,016	4,140
23-50-7000	Contract Labor	30,775	33,006	30,625	29,010	31,000	31,000	35,000
23-50-7004	IT Contract Labor	.00	2,293	2,487	1,705	4,000	3,000	520
23-50-7010	Engineering	30,382	81,796	12,086	.00	.00	.00	.00
23-50-7023	Professional Svcs	2,316	.00	.00	.00	.00	.00	.00
23-50-7025	Legal Fees	10,900	11,038	2,337	1,020	10,000	10,000	2,000
23-50-7075	Discharge Permit Fees	7,624	2,316	1,501	.00	2,000	1,500	1,500
23-50-7100	Supplies-WWTP	9,686	2,309	1,664	98	8,000	5,000	6,000
23-50-7101	Supplies-Collection Lines	151	702	682	89	3,000	2,000	3,000

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
23-50-7104	IT Supplies	.00	45	41	26	500	500	500
23-50-7110	Street Patching	.00	.00	.00	.00	5,000	.00	5,000
23-50-7185	Equipment Rental	179	.00	.00	.00	2,500	.00	.00
23-50-7200	Maintenance & Repairs	51,314	17,793	15,647	7,898	20,000	15,000	18,000
23-50-7250	Chemicals	9,132	6,235	1,202	9,634	10,000	15,000	15,000
23-50-7276	Lab Tests	7,727	2,757	4,109	3,078	5,000	4,500	5,000
23-50-7470	Tools	.00	573	199	.00	500	500	1,000
23-50-7600	Vehicle Oil & Gas	4,200	4,964	3,315	2,581	5,000	5,000	5,300
23-50-7650	Vehicle R & M	.00	8,189	12,037	1,621-	10,000	8,000	8,000
23-50-7700	City Shop Expense	4,843	5,202	7,418	2,261	6,000	5,000	5,000
23-50-7720	Safety Expense	946	2,802	322	718	2,000	2,000	2,000
23-50-7800	Dues & Subscriptions	.00	1,593	92	.00	250	.00	250
23-50-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	280
23-50-7830	Office Supplies	279	516	386	146	5,000	500	500
23-50-7835	Copier/Printer Expense	861	1,573	1,213	902	1,500	1,500	.00
23-50-7850	Printing & Publication	.00	.00	38	.00	.00	.00	.00
23-50-7855	GIS Cost	8,041	1,027	.00	.00	2,000	.00	3,000
23-50-7860	Training	2,647	1,258	585	468	3,000	2,500	3,000
23-50-7862	Hiring Cost	409	337	648	753	250	1,500	500
23-50-7870	Uniforms	1,200	790	1,333	829	1,200	1,200	1,600
23-50-7880	Postage	636	333	554	472	400	472	500
23-50-7900	Other Expenses	2,667	766	392	.00	1,200	1,000	1,200
23-50-8100	Inventoried Equipment	815	4,122	1,492	1,002	4,000	2,500	4,000
23-50-8104	IT Inventoried Equipment	596	1,216	1,677	.00	2,000	2,000	.00
23-50-8250	Capital Improvements	16,502	.00	.00	.00	.00	.00	.00
23-50-8251	Sewer Improvements Capit	.00	.00	144,033	241,114	715,000	500,000	.00
23-50-8400	Capital Equipment	16,502-	.00	34,023	.00	.00	.00	.00
23-50-8402	IT Capital Expenditures	7	.00	.00	.00	.00	.00	1,000
Budget notes:								
~2022 1 Camera								
23-50-8520	Lines	.00	.00	.00	.00	2,500	1,500	2,500
23-50-8570	Lift Station	.00	.00	.00	.00	2,000	1,500	2,000
23-50-9540	Debt Service Principal	.00	359	17,315	.00	5,074	5,074	5,226
23-50-9545	Debt Service Interest	2,175	1,537	872	.00	469	469	317
Total SEWER EXPENSES:		490,082	617,106	714,469	563,419	1,333,251	1,091,231	643,823
SEWER FUND Revenue Total:		532,089	696,688	895,060	660,350	1,326,532	1,259,428	800,686
SEWER FUND Expenditure Total:		490,082	617,106	714,469	563,419	1,333,251	1,091,231	643,823
Net Total SEWER FUND:		42,007	79,582	180,591	96,931	6,719-	168,197	156,863

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>REFUSE/RECYCLE FUND</b>								
<b>REFUSE REVENUE</b>								
25-40-4040	Refuse Charges	135,419	142,407	148,352	110,914	167,746	166,371	173,617
25-40-4060	Service Charge - Ref/Rec	866	10,385	10,431	7,007	10,300	10,300	14,014
Total REFUSE REVENUE:		136,284	152,792	158,783	117,920	178,046	176,671	187,631
<b>RECYCLE REVENUE</b>								
25-41-4040	Recycling Charges	24,891	50,595	53,510	44,913	68,441	67,370	70,837
Total RECYCLE REVENUE:		24,891	50,595	53,510	44,913	68,441	67,370	70,837
<b>REFUSE EXPENSES</b>								
25-50-7000	Contract Hauling	133,675	112,068	142,419	92,807	161,805	150,500	160,750
25-50-7010	Spring Cleaning	9,868	.00	.00	.00	.00	.00	.00
25-50-7020	Transfer to GF - Admin. Fe	4,200	6,400	6,593	4,395	6,593	6,593	8,969
Total REFUSE EXPENSES:		147,743	118,468	149,012	97,203	168,398	157,093	169,719
<b>RECYCLE EXPENSES</b>								
25-51-7000	Contract Hauling	23,745	63,038	80,111	52,204	65,792	79,505	83,500
25-51-7020	Transfer to GF - Admin. Fe	1,014	3,600	3,708	2,472	3,708	3,708	5,045
Total RECYCLE EXPENSES:		24,759	66,638	83,819	54,676	69,500	83,213	88,545
REFUSE/RECYCLE FUND Revenue Total:		161,175	203,387	212,293	162,833	246,487	244,041	258,468
REFUSE/RECYCLE FUND Expenditure Total:		172,502	185,107	232,830	151,879	237,898	240,306	258,264
Net Total REFUSE/RECYCLE FUND:		11,328-	18,281	20,537-	10,954	8,589	3,735	204

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>UTILITY - CI FUND</b>								
<b>WATER REVENUES</b>								
28-40-4300	Invest Fee-Water(75%)	51,000	33,750	23,024	29,364	22,500	29,364	22,500
28-40-4320	Water Sys Upgrades - Mon	8,448	99,005	107,683	143,842	211,237	215,763	308,239
28-40-4340	Interest Water	654	7,708	5,465	548	5,000	1,000	1,000
28-40-4500	SRF Loan - Water	.00	.00	.00	.00	.00	.00	6,000,000
28-40-4505	Am Rescue Plan Rev	.00	.00	.00	.00	.00	.00	259,896
Total WATER REVENUES:		60,102	140,463	136,171	173,753	238,737	246,127	6,591,635
<b>SEWER REVENUES</b>								
28-41-4300	Invest Fee-Sewer(75%)	50,625	22,500	23,024	29,364	22,500	29,364	22,500
28-41-4330	WWTP CIP Replace/Updat	17,287	215,558	238,822	232,746	344,690	349,119	491,885
28-41-4500	SRF Loan WWTP	.00	.00	.00	.00	.00	.00	10,000,000
Total SEWER REVENUES:		67,912	238,058	261,846	262,110	367,190	378,483	10,514,385
<b>UTILITY-CI WATER EXPENSES</b>								
28-50-8252	Water Meter Project	.00	.00	.00	.00	.00	.00	297,000
28-50-8253	Water Plant Construction P	.00	.00	.00	.00	.00	.00	5,959,000
28-50-8254	Water Plant Proj Engineeri	.00	.00	.00	.00	.00	.00	35,000
28-50-8255	Water Plant Project Legal	.00	.00	.00	.00	.00	.00	6,000
28-50-8260	Spring Box Improvements	.00	.00	.00	.00	.00	.00	75,000
28-50-8510	Water Lines	.00	82,013	.00	.00	.00	.00	.00
28-50-8590	Transfer to WF for Cap Exp	.00	.00	34,023	.00	398,000	398,000	.00
28-50-9540	Debt Service Principal	.00	.00	.00	.00	.00	.00	1
28-50-9545	Debt Service Interest	.00	.00	.00	.00	.00	.00	1
Total UTILITY-CI WATER EXPENSES:		.00	82,013	34,023	.00	398,000	398,000	6,372,002
<b>UTILITY-CI SEWER EXPENSES</b>								
28-51-8253	WWTP Construction Projec	.00	.00	.00	.00	.00	.00	9,794,000
28-51-8254	WWTP Proj Engineering	.00	.00	.00	.00	.00	.00	200,000
28-51-8255	WWTP Project Legal	.00	.00	.00	.00	.00	.00	6,000
28-51-8590	Transfer to SF for Cap Exp	.00	.00	178,056	150,832	575,450	575,450	.00
28-51-9540	Debt Service Principal	.00	.00	.00	.00	.00	.00	1
28-51-9545	Debt Service Interest	.00	.00	.00	.00	.00	.00	1
Total UTILITY-CI SEWER EXPENSES:		.00	.00	178,056	150,832	575,450	575,450	10,000,002
UTILITY - CI FUND Revenue Total:		128,014	378,521	398,017	435,863	605,927	624,610	17,106,020
UTILITY - CI FUND Expenditure Total:		.00	82,013	212,078	150,832	973,450	973,450	16,372,004
Net Total UTILITY - CI FUND:		128,014	296,509	185,939	285,031	367,523-	348,840-	734,016

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
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# CAPITAL IMPROVEMENTS FUND

## CAPITAL IMPROVEMENT REVENUES

30-40-4030	Sales Tax 1%	395,100	433,761	507,496	341,025	434,125	651,581	632,034
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Total CAPITAL IMPROVEMENT REVENUES:

395,100	433,761	507,496	341,025	434,125	651,581	632,034
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## CAPITAL IMPROVEMENT EXPENSES

30-50-8250	Capital Improvements	227,308	148,401	239,482	214,643	733,381	733,381	954,580
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Budget notes:

~2022 IT Surveillance Cameras & Access Control6,000\$4,000 - 10-52-8402/\$2,000 - 10-53-8402, Council Chamber & Administrator Office45,00010-50-8250

Police Dash Cameras15,00010-51-8420, FD Exhaust System36,00010-52-8400

FD Radios and Batteries20,40010-52-8400, FD LED Light Replacement for Apparatus15,00010-52-8400

FD Lockers9,90010-52-8400, FD Rit (Rescue Air) Pack7,00010-52-8400

FD Sidewalk Repair & Apron35,00010-50-8250, FD Masks & Batteries9,00010-52-8400

FD SCBA 17 Packs5,20410-52-8401 Note: additional \$423,889 from grant

Broadband Anchor Sites64,00010-50-8402, Network Switches & Access Points12,00010-50-8402

Parks/Facilities Maint. Trucks (2)88,00010-55-8400, City Hall Bathroom Renovation30,00010-50-7400

Community Center Bathroom Renovation50,00010-54-7200, Community Center Stove Replacement14,00010-54-8400

POS for Community Center & Park Reservations 50010-54-8402, IT -Audio and Visual Upgrade in Community Center35,00010-54-8402

Phase 3 Geothermal Project300,00010-55-8250, Ski Tow Fencing 7,57610-56-8250

Ski Tow - Lower Apparatus Upgrade15,00010-56-8250, Master Parks Plan50,00010-55-7000

City Property Survey for Housing Project25,00010-50-7000, City Admin Vehicle38,00010-50-8400

Replacement Truck for Watering & Plowing (Partial) 22,00010% 10-55-8400/40% 10-53-8420

Total CAPITAL IMPROVEMENT EXPENSES:

227,308	148,401	239,482	214,643	733,381	733,381	954,580
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CAPITAL IMPROVEMENTS FUND Revenue Total:

395,100	433,761	507,496	341,025	434,125	651,581	632,034
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CAPITAL IMPROVEMENTS FUND Expenditure Total:

227,308	148,401	239,482	214,643	733,381	733,381	954,580
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Net Total CAPITAL IMPROVEMENTS FUND:

167,793	285,360	268,014	126,381	299,256-	81,800-	322,546-
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Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>PARKS FUND</b>								
<b>POOL REVENUES</b>								
50-40-4030	Swim. Pool Admissions	1,888,840	1,558,055	785,637	1,257,891	1,099,639	1,600,000	1,650,000
50-40-4031	Over/Short	347	622-	853-	329-	.00	600-	.00
50-40-4033	Membership Pass Revenu	47,128	391,220	118,160	214,744	273,854	250,000	320,000
50-40-4034	Facility Rental Revenue	610	1,014	38	.00	600	600	.00
50-40-4035	Slide Admissions	40,967	2,841	.00	48,512	28,677	50,000	50,000
50-40-4040	Locker and Misc. Rentals	58,577	59,005	9,140	6,936	32,000	8,000	32,000
50-40-4045	Sales-Pool Merchandise	814	756	8,154	39,205	30,000	48,000	60,000
50-40-4047	Swim Team	350	12,474	.00	.00	3,500	.00	3,500
50-40-4048	Swim Lessons	5,580	.00	.00	.00	7,800	6,000	7,800
50-40-4049	Programs Revenue	.00	5,035	.00	3,289	.00	.00	.00
50-40-4052	Massage Rent	1,750	3,000	1,955	2,000	3,000	3,000	3,000
50-40-4053	Swim Shop Rent	2,700	3,555	1,185	.00	.00	.00	.00
50-40-4300	Lifeguard and Other Class	110	.00	.00	.00	.00	.00	.00
50-40-4320	Vending Machine Revenue	332	440	167	113	400	.00	400
50-40-4340	Interest Income	1,934	12,276	9,236	476	.00	.00	.00
50-40-4350	Misc. Revenue	.00	2,112	3,350	5,495	.00	.00	.00
Total POOL REVENUES:		2,050,038	2,051,160	936,170	1,578,332	1,479,470	1,965,000	2,126,700
<b>BOX CANON REVENUES</b>								
50-41-4010	Box Canon Admissions	258,267	299,941	319,614	294,781	300,500	396,000	384,120
50-41-4015	BC Donations	951	1,406	3,101	2,365	1,000	2,800	3,400
50-41-4020	Concessions	27,000	30,403	22,056	37,306	30,000	50,000	50,000
50-41-4031	Over/Short	40	299	1,136-	159	.00	200	.00
50-41-4190	CARES Act Reimb for COV	.00	.00	10,533	.00	.00	.00	.00
50-41-4320	Vending Machine Revenue	103	104	.00	.00	.00	.00	200
Total BOX CANON REVENUES:		286,361	332,152	354,168	334,612	331,500	449,000	437,720
<b>ROTARY PARK / ICE RINK REV.</b>								
50-42-4003	PARC League Fees	600	.00	150	.00	.00	.00	.00
50-42-4005	Skate Rentals	170	135	1,080	.00	.00	.00	.00
50-42-4390	Trsfr.from Beautification Fu	.00	301,025	.00	.00	.00	.00	.00
Total ROTARY PARK / ICE RINK REV.:		770	301,160	1,230	.00	.00	.00	.00
<b>GYM REVENUES</b>								
50-43-4010	Gym Admissions	32,929	30,844	2,505	16,025	18,000	18,000	24,000
Total GYM REVENUES:		32,929	30,844	2,505	16,025	18,000	18,000	24,000
<b>Ice Park Revenues</b>								
50-47-4047	Ice Park Guide Donations	.00	9,658	.00	.00	.00	.00	.00
50-47-4048	Ice Park Fees	.00	13,367	11,060	.00	11,000	11,000	11,000
Total Ice Park Revenues:		.00	23,025	11,060	.00	11,000	11,000	11,000
<b>POOL EXPENSES</b>								
50-50-5012	City Resources Director	43,807	53,575	65,327	31,000	47,411	47,411	51,204
50-50-5520	Cashiers	101,307	88,021	68,830	60,017	86,000	86,000	101,792
50-50-5524	Pool Manager	68,857	58,481	26,777	17,845	62,000	62,000	83,265
50-50-5525	Pool Assistant Manager	53,559	3,503	.00	.00	.00	.00	72,720
50-50-5532	Aquatics Coordinators	27,708	29,524	30,680	32,663	42,234	42,234	56,560

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
50-50-5533	Lead Lifeguards	101,371	77,117	71,284	72,872	70,100	70,100	89,250
50-50-5534	Part-Time Lifeguards	201,145	241,832	122,632	154,265	184,417	184,417	279,666
50-50-5536	Swim Lesson Wage	4,985	7,001	.00	2,229	7,329	7,329	8,100
50-50-5538	Pool Attendants	.00	7,845	.00	5,675	43-	5,675	9,100
50-50-5540	Pool Cleaning Wage	50,161	48,493	46,191	33,012	56,701	56,701	56,080
50-50-5545	Pool Maint.Wage	36,941	31,115	40,811	27,988	37,307	37,307	77,620
50-50-5550	Pool Filtration Wage	38,462	36,935	44,786	30,162	37,307	37,307	77,620
50-50-5680	Parks/Facilities Maint Mgr	.00	.00	.00	.00	.00	2,000	3,564
50-50-5681	Parks/Facilities Maint Ops	.00	.00	.00	.00	.00	1,000	2,415
50-50-5800	FICA	55,469	50,061	39,421	35,673	45,530	45,530	.00
50-50-5810	Unemployment	2,063	1,802	1,417	1,313	1,814	1,814	.00
50-50-5830	Workers' Comp	24,758	36,412	25,299	21,044	19,641	25,783	30,964
50-50-5831	Flex Plan Costs	356	.00	.00	.00	.00	.00	.00
50-50-5840	Group Term Life Insurance	2,000	1,771	2,050	1,015	1,912	1,912	2,200
50-50-5850	Employee Health Insuranc	50,228	50,762	35,292	33,855	57,467	57,467	60,000
50-50-5855	Medical	1,784	1,224	136	.00	1,000	1,000	1,000
50-50-5870	Pension	6,045	2,547	2,747	3,734	6,046	6,046	6,500
50-50-5999	Deprciation	.00	601,671	.00	.00	.00	.00	.00
50-50-6010	Telephone / Commuication	3,970	5,698	5,117	3,332	6,732	6,732	4,970
50-50-6020	Utilities	66,217	65,423	55,680	30,818	66,950	66,950	68,959
50-50-6024	Water Charge	20,660	22,848	23,376	16,382	19,240	19,240	20,387
50-50-6026	Sewer Charge	10,252	18,486	19,205	15,004	15,250	15,250	16,166
50-50-6030	Insurance	6,168	7,944	8,236	6,600	8,832	8,832	9,746
50-50-6031	Insurance-Deductions	.00	2,243	1,490	.00	.00	.00	.00
50-50-6100	Advertising	4,925	4,729	2,009	720	4,000	4,000	14,000
50-50-6101	Promotion	6,009	8,287	2,124	771	5,000	5,000	4,500
50-50-6150	Bankcard Charge-VISA/M	53,742	65,045	34,536	46,252	43,200	65,045	42,000
50-50-6740	Inspections	.00	.00	3,114	.00	3,850	3,850	3,850
50-50-7000	Contract Labor	111,129	46,209	5,122	3,666	4,800	4,800	5,000
50-50-7004	IT Contract Labor	.00	13,127	6,150	4,160	6,000	6,000	5,210
50-50-7100	Supplies	18,168	23,211	11,711	9,937	17,000	17,000	20,000
50-50-7104	IT Supplies	.00	96	2,230	1,470	1,500	1,700	1,500
50-50-7120	Uniforms	4,655	5,005	3,338	1,947	5,500	5,500	8,000
50-50-7170	Swim Team	350	15,194	.00	.00	3,500	3,500	3,500
50-50-7200	Facilities Maint/Supply	24,926	27,239	13,422	22,135	27,000	27,000	33,000
50-50-7201	Swim Lessons Supplies	549	263	.00	238	500	500	500
50-50-7202	Special Events Supplies	2,342	1,827	479	668	1,500	1,500	1,500
50-50-7204	Daily Cleaning Supplies	6,948	1,146	2,838	869	5,500	5,500	6,000
50-50-7400	Water Sample	47,916	22,168	19,958	14,234	22,000	22,000	26,000
50-50-7450	Chemicals	118,244	89,311	94,128	45,619	86,000	86,000	90,000
50-50-7470	Tools	.00	20	.00	.00	750	750	750
50-50-7475	Fees	3,360	1,480	1,480	2,383	3,500	3,500	3,500
50-50-7500	Filtration Maintenance	16,035	30,400	14,196	14,450	18,000	18,000	18,000
50-50-7720	Safety/First Aid Supplies	5,819	1,576	1,219	1,962	3,600	3,600	5,600
50-50-7800	Purchases-Pool Merchandi	300	211	4,257	16,761	15,000	20,000	36,000
50-50-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	8,990
50-50-7830	Office Supplies	1,501	1,689	361	1,037	2,000	2,000	2,000
50-50-7835	Copier/Printer Expense	865	1,150	1,522	1,497	1,300	1,800	1,800
50-50-7860	Training	7,581	11,169	3,237	2,379	9,000	9,000	10,000
50-50-7862	Hiring Cost	6,686	13,328	2,123	15,105	7,000	20,000	18,000
50-50-7879	Mileage	32	182	202	.00	1,000	1,000	1,000
50-50-7880	Postage	13	55	.00	.00	.00	.00	.00
50-50-7900	Other Expenses	1,341	400	400	146	.00	146	200
50-50-8100	Inventoried Equipment	24,244-	627	.00	.00	4,200	4,200	47,900
50-50-8104	IT Inventoried Equipment	199	2,498	.00	2,445	6,600	6,600	3,600
50-50-8250	Capital Improvements	.00	85,302-	.00	.00	.00	.00	.00



Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
50-50-8270	Filtration Engineering	3,504	260	.00	.00	.00	.00	.00
50-50-8275	Filtration Equipment	18,409	.00	432	9,467	8,000	10,000	10,000
50-50-8400	Capital Equipment	.00	.00	.00	7,885	.00	7,885	35,000
Budget notes:								
~2022 Lightning detector - \$15,000, East Fencing & Concrete - \$20,000								
50-50-8402	IT Capital Expenditures	27	.00	.00	.00	.00	.00	3,000
Budget notes:								
~2022 cameras - \$2,000, POS - \$1,000								
50-50-9540	Debt Service Principal	.00	.00	80,000	78-	80,000	80,000	108,000
50-50-9545	Debt Service Interest	114,000	110,992	107,967	57,296	104,800	104,800	59,821
50-50-9560	Debt Service - Bond Princi	.00	.00	155,417	106,667	160,000	160,000	160,000
50-50-9565	Debt Service - Bond Intere	195,625	192,625	189,367	124,350	186,525	182,525	182,525
Total POOL EXPENSES:		1,729,228	2,158,549	1,500,121	1,152,930	1,729,302	1,790,738	2,170,094

**BOX CANON EXPENSES**

50-51-5012	City Resources Director	19,512	19,562	22,922	10,877	16,636	16,636	17,970
50-51-5520	Cashiers	32,604	38,471	29,957	28,888	49,121	49,121	53,000
50-51-5540	Custodian	5,543	5,662	6,215	3,960	6,172	6,172	6,667
50-51-5650	Event Coordinator	4,386	4,215	4,955	887	4,869	4,869	5,400
50-51-5680	Parks/Facilities Maint. Mgr.	.00	.00	.00	1,077	5,463	5,463	7,128
50-51-5681	Parks/Facilities Maint Ops	.00	.00	.00	.00	.00	.00	4,830
50-51-5800	FICA	4,616	5,228	4,836	3,409	6,000	6,000	6,480
50-51-5810	Unemployment	181	255	186	134	231	231	250
50-51-5830	Workers' Comp	385	203	58	48	65	65	72
50-51-5840	Group Term Life Insurance	228	228	275	131	307	307	500
50-51-5850	Employee Health Insuranc	7,132	7,688	8,275	5,155	10,022	10,022	10,223
50-51-5870	Pension	701	798	1,011	488	821	821	887
50-51-6010	Telephone / Communicatio	.00	.00	42	83	150	150	150
50-51-6020	Utilities	1,713	1,479	1,351	411	2,500	1,500	1,750
50-51-6024	Water Charge	890	1,000	1,020	740	739	1,111	775
50-51-6026	Sewer Charge	788	1,422	1,476	1,151	1,159	1,726	1,229
50-51-6030	Insurance	1,092	1,082	1,116	899	1,204	1,204	1,328
50-51-6100	Advertising	565	742	533	535	1,000	1,000	1,000
50-51-6150	Bankcard Charge-VISA/M	4,193	4,668	6,253	5,341	4,841	8,000	8,000
50-51-6800	Concessions	15,722	14,514	10,544	20,434	20,000	25,000	27,000
50-51-7000	Contract Labor	2,855	3,460	.00	3,640	2,400	7,210	.00
50-51-7004	IT Contract Labor	.00	582	250	201	.00	225	360
50-51-7100	Supplies	3,071	800	1,433	5,673	4,000	6,500	6,600
50-51-7150	Facility Maintenance	370	30,934	2,654	2,520	8,800	8,800	18,500

Budget notes:

~2022 \$,500 General Maintenance, \$10,000 tree removal, \$4,000 entry gate near powderhouse

50-51-7155	Maintenance Supplies	42	.00	.00	5	500	500	.00
50-51-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	210
50-51-7830	Office Supplies	787	839	626	210	1,100	1,100	1,200
50-51-7835	Copier/Printer Expense	803	1,860	1,368	916	2,200	2,200	.00
50-51-7862	Hiring Cost	182	219	648	499	850	850	1,000
50-51-7900	Other Expenses	630	28	9	.00	.00	.00	.00
50-51-8100	Inventoried Equipment	105	.00	.00	13,237	11,200	13,237	3,000
50-51-8104	IT Inventoried Equipment	.00	460	.00	.00	.00	.00	3,600
50-51-8250	Capital Improvements	.00	.00	.00	.00	35,000	35,000	69,687

Budget notes:

~2022 Box Canon Retaining Wall15,000, Box Canon Stairway Upgrades & Reopen Waterfall Viewing Platform41,107, Replace Fencing at Box Canon 13,580

50-51-8402	IT Capital Expenditures	3	.00	.00	.00	.00	.00	3,000
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Budget notes:

~2022 New POS

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
Total BOX CANON EXPENSES:		109,098	146,399	108,013	111,549	197,350	215,020	261,796
<b>GYM EXPENSES</b>								
50-53-6020	Utilities	1,475	1,486	978	520	1,592	1,000	1,000
50-53-6030	Insurance	160	199	205	165	221	221	244
50-53-6100	Advertising	.00	.00	.00	.00	300	300	300
50-53-7000	Contract Labor	.00	1,077	1,450	.00	1,000	1,000	6,000
50-53-7100	Supplies	528	1,105	722	541	1,200	1,200	1,200
50-53-7150	Maintenance	274	1,191	5,005	1,892	800	800	2,000
50-53-8100	Inventoried Equipment	1,120	.00	.00	.00	4,500	4,500	4,500
Total GYM EXPENSES:		3,556	5,058	8,359	3,118	9,613	9,021	15,244
<b>ADMINISTRATION EXPENSES</b>								
50-57-5002	City Administrator	23,252	39,442	43,741	26,997	40,194	47,600	51,500
50-57-5004	Finance & Admin. Director	20,413	20,362	8,115	13,075	19,999	20,600	22,678
50-57-5006	HR Manager	34,773	34,657	39,715	22,136	33,855	35,545	38,395
50-57-5008	Administrative Clerks	38,241	29,316	31,330	17,552	36,008	43,112	46,561
50-57-5012	Community Development	.00	.00	6,484	3,206	7,231	7,593	8,200
50-57-5800	FICA	8,410	9,008	9,605	6,192	9,921	9,921	10,750
50-57-5810	Unemployment	330	334	377	243	390	390	421
50-57-5830	Workers' Comp	116	119	.00	.00	.00	.00	.00
50-57-5840	Group Term Life Insurance	946	1,079	980	708	1,400	1,400	1,450
50-57-5850	Employee Health Insuranc	22,247	27,804	25,442	20,375	34,598	34,598	37,366
50-57-5870	Pension	2,997	3,024	3,373	2,361	3,893	3,893	4,250
50-57-7000	Contract Labor	21,548	13,705	11,568	3,301	7,000	7,000	7,000
50-57-7025	Legal fees	.00	.00	300	700	1,500	1,500	1,500
Total ADMINISTRATION EXPENSES:		173,275	178,851	181,028	116,846	195,989	213,152	230,071
<b>ICE PARK EXPENSES</b>								
50-58-7700	Ice Park Expenses	.00	2,848	10,200	670	.00	.00	.00
Total ICE PARK EXPENSES:		.00	2,848	10,200	670	.00	.00	.00
PARKS FUND Revenue Total:		2,370,097	2,738,341	1,305,132	1,928,968	1,839,970	2,443,000	2,599,420
PARKS FUND Expenditure Total:		2,015,158	2,491,704	1,807,722	1,385,113	2,132,254	2,227,931	2,677,205
Net Total PARKS FUND:		354,939	246,636	502,589-	543,855	292,284-	215,069	77,785-

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>POOL RENOVATION FUND</b>								
<b>PROJECT REVENUES</b>								
55-40-4050	Grants/Donations	175,281	.00	.00	.00	.00	.00	.00
	Total PROJECT REVENUES:	175,281	.00	.00	.00	.00	.00	.00
<b>PROJECT EXPENDITURES</b>								
55-50-8250	Capital Improvements	205,114	301,025	.00	.00	.00	.00	.00
	Total PROJECT EXPENDITURES:	205,114	301,025	.00	.00	.00	.00	.00
POOL RENOVATION FUND Revenue Total:		175,281	.00	.00	.00	.00	.00	.00
POOL RENOVATION FUND Expenditure Total:		205,114	301,025	.00	.00	.00	.00	.00
Net Total POOL RENOVATION FUND:		29,833-	301,025-	.00	.00	.00	.00	.00

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>TOURISM FUND</b>								
<b>REVENUE</b>								
60-40-4000	Lodging Occupation Tax	246,260	415,882	443,754	373,874	333,774	604,909	586,762
60-40-4020	Concessions	.00	.00	.00	.00	.00	.00	50,000
60-40-4050	Donations	.00	.00	265	343	.00	500	500
Total REVENUE:		246,260	415,882	444,020	374,217	333,774	605,409	637,262
<b>TOURISM EXPENSES</b>								
60-50-5655	VC Wages	.00	.00	.00	11,730	.00	35,000	55,000
60-50-5800	FICA	.00	.00	.00	897	.00	2,676	3,445
60-50-5810	Unemployment	.00	.00	.00	35	.00	105	135
60-50-6010	Telephone / Communicatio	.00	.00	.00	123	.00	400	840
60-50-6800	Concessions	.00	.00	.00	.00	.00	.00	27,000
60-50-7004	IT Contract Labor	.00	.00	.00	80	.00	80	440
60-50-7025	Legal Fees	.00	.00	680	380	.00	380	1,000
60-50-7104	IT Supplies	.00	.00	.00	28	.00	30	100
60-50-7700	Marketing Expense	210,833	381,966	156,791	59,996	148,055	120,000	245,000
Budget notes:								
~2022 Van Meter, Buildfire, printing, Marketing Firm or Director \$125,000								
60-50-7701	Promotional Activities	8,000	8,000	.00	27,813	10,000	27,813	70,000
Budget notes:								
~2022 MAMS - \$10,000, Ouray Film Festival (Wright Opera House) - \$20,000, OIPI Ice Fest - \$30,000, OC Sheriff Backcountry Law Enforcement- \$10,000								
60-50-7702	Fireworks	.00	.00	.00	21,999	25,000	21,999	25,000
60-50-7703	Alpine Ranger Program	.00	.00	.00	5,000	5,000	5,000	6,860
60-50-7720	Visitor Center Operations	.00	25,555	46,377	14,078	50,000	21,200	23,320
60-50-7721	Visitor Center Maintenance	.00	.00	278	27,768	2,000	41,652	2,000
60-50-7740	Way-finding Project	.00	.00	.00	353	30,000	30,000	100,000
Budget notes:								
~2022 Includes study and signage								
60-50-7741	Sidewalk Replacement Pro	.00	.00	.00	.00	.00	.00	20,000
60-50-7804	IT Software & Subscription	.00	.00	.00	.00	.00	.00	570
60-50-7854	Small Tourism Grant Progr	.00	.00	.00	.00	.00	.00	10,000
Budget notes:								
~2022 \$500-\$2,000 Tourism Events								
60-50-7862	VC Hiring Costs	.00	.00	.00	308	.00	400	400
60-50-8104	IT Inventoried Equipment	.00	.00	.00	1,398	.00	1,398	3,600
60-50-8402	IT Capital Equipment	.00	.00	.00	.00	.00	.00	42,530
Budget notes:								
~2022 Downtown Internet - \$32,800, Web Cameras (x3) - \$6,730, POS - 3,000								
Total TOURISM EXPENSES:		218,833	415,521	204,126	171,987	270,055	308,133	637,240
TOURISM FUND Revenue Total:		246,260	415,882	444,020	374,217	333,774	605,409	637,262
TOURISM FUND Expenditure Total:		218,833	415,521	204,126	171,987	270,055	308,133	637,240
Net Total TOURISM FUND:		27,427	361	239,894	202,230	63,719	297,276	22

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>BEAUTIFICATION FUND</b>								
<b>TAXES &amp; INTEREST</b>								
65-40-4000	Lodging Occupation Tax B	33,696	56,848	60,657	51,105	35,000	82,686	80,205
65-40-4340	Interest Income	310	1,451	842	76	950	100	100
Total TAXES & INTEREST:		34,006	58,299	61,499	51,181	35,950	82,786	80,305
<b>GRANTS/DONATIONS</b>								
65-41-4344	Misc. Donations	1,260	.00	.00	.00	.00	.00	.00
65-41-4346	Flower Pot Donations	3,895	3,007	2,295	2,855	3,550	3,150	3,150
Total GRANTS/DONATIONS:		5,156	3,007	2,295	2,855	3,550	3,150	3,150
<b>BEAUTIFICATION EXPENSES</b>								
65-50-7700	General Expenses	552	879	501	529	14,000	1,000	12,000
Budget notes:								
~2022 South Berm completion at Rotary Park, hoses, splitters, plaques for light poles								
65-50-7720	Seasonal Decorations	766	1,222	1,092	218	4,000	500	32,000
65-50-7735	NOC Maintenance	.00	.00	.00	.00	.00	.00	25,000
65-50-7740	Planters and Flowers	6,878	7,079	7,504	15,133	8,300	15,133	15,800
65-50-7750	Clean & Green	.00	.00	.00	1,500	.00	1,500	.00
65-50-7790	Transfer to General Fund	54,289	25,851	42,157	935	43,595	45,000	38,000
65-50-8400	Capital Equipment	.00	.00	.00	.00	.00	.00	22,000
Total BEAUTIFICATION EXPENSES:		62,485	35,032	51,254	18,315	69,895	63,133	144,800
BEAUTIFICATION FUND Revenue Total:								
		39,162	61,306	63,794	54,036	39,500	85,936	83,455
BEAUTIFICATION FUND Expenditure Total:								
		62,485	35,032	51,254	18,315	69,895	63,133	144,800
Net Total BEAUTIFICATION FUND:		23,323-	26,275	12,540	35,721	30,395-	22,803	61,345-

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>CONSERVATION TRUST FUND</b>								
<b>STATE REVENUE &amp; INTEREST</b>								
70-40-4100	State Entitlement	10,348	11,846	10,534	6,645	9,500	12,000	12,000
70-40-4340	Interest Income	344	1,929	1,039	90	800	180	10
Total STATE REVENUE & INTEREST:		10,692	13,774	11,573	6,734	10,300	12,180	12,010
<b>CONSERVATION TRUST EXPENSES</b>								
70-50-8250	Capital Projects	.00	.00	.00	.00	85,000	125,000	.00
Total CONSERVATION TRUST EXPENSES:		.00	.00	.00	.00	85,000	125,000	.00
CONSERVATION TRUST FUND Revenue Total:		10,692	13,774	11,573	6,734	10,300	12,180	12,010
CONSERVATION TRUST FUND Expenditure Total:		.00	.00	.00	.00	85,000	125,000	.00
Net Total CONSERVATION TRUST FUND:		10,692	13,774	11,573	6,734	74,700-	112,820-	12,010

Account Number	Account Title	2018-18 Pri Year 3 Actual	2019-19 Pri Year 2 Actual	2020-20 Pri Year Actual	01/21-08/21 Cur YTD Actual	2021-21 Cur Year Budget	2021-21 Cur Year Estimated	2022-22 Proposed Budget
<b>FIREMEN'S PENSION FUND</b>								
<b>CONTRIBUTIONS &amp; EARNINGS</b>								
80-40-4030	Contributions	33,756	34,200	20,027	16,042	39,100	30,000	30,000
80-40-4040	Investment Income	5,643-	101,108	93,517	75,778	30,000	100,000	50,000
Total CONTRIBUTIONS & EARNINGS:		28,113	135,308	113,544	91,820	69,100	130,000	80,000
<b>FIREMEN'S PENSION EXPENSES</b>								
80-50-6000	Fees	16,446	17,022	13,355	6,954	17,000	15,000	17,000
80-50-6010	Benefits	23,094	21,843	20,844	10,764	29,000	22,000	22,000
Total FIREMEN'S PENSION EXPENSES:		39,540	38,865	34,199	17,718	46,000	37,000	39,000
FIREMEN'S PENSION FUND Revenue Total:		28,113	135,308	113,544	91,820	69,100	130,000	80,000
FIREMEN'S PENSION FUND Expenditure Total:		39,540	38,865	34,199	17,718	46,000	37,000	39,000
Net Total FIREMEN'S PENSION FUND:		11,427-	96,442	79,345	74,102	23,100	93,000	41,000
Net Grand Totals:		813,977	1,318,586	926,598	2,132,268	931,526-	1,227,353	701,045

## Report Criteria:

Accounts to include: With balances  
 Budget note year end periods: 12/22  
 Print Fund Titles  
 Page and Total by Fund  
 Print Source Titles  
 Total by Source  
 Print Department Titles  
 Total by Department  
 All Segments Tested for Total Breaks