

**AGENDA
OURAY CITY COUNCIL**

December 20, 2021 1pm

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

ZOOM MEETING (FOR LISTENING PURPOSES ONLY)

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

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

Regular Meeting – 1pm

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CEREMONIAL/INFORMATIONAL - none
5. CITIZENS' COMMUNICATION
6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk
7. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Finance and Administration Director Page 2
 - c. Community Development Coordinator Page 79
 - d. Visitor Center Coordinator Page 82
8. CONSENT AGENDA - none
9. ACTION ITEMS
 - a. 2022 Council Meeting Calendar Page 84
 - b. CNL Lease Agreement with Region 10 Page 85
 - c. Mayor and City Council Committee Assignments Page 95
 - d. Water Lease Agreement with Ouray Silver Mines, Inc. for the Ouray Ice Park Page 96
 - e. Agreement with Short Elliott Hendrickson, Inc. for Updates to the Land Use and Development and Sign Codes Page 112
 - f. Resolution 21, Series 2021 – Budget Amendment Page 130
10. DISCUSSION ITEMS
 - a. City Council Work Session – Tuesday, January 11th from 9:15 am to 4:00 pm (City Attorney Presentation; Strategic Plan Creation from Community Plan)
 - b. Community Workshop – Thursday, January 13 from 10:00 am to 3:00 pm (Future Lodging Occupation Tax, Tourism Funds Discussion)
 - c. Future Agenda Items
11. ADJOURNMENT

CITY OF OURAY FUND BALANCE SUMMARY

| Through Nov 2021 | GOVERNMENT FUNDS | | | | | ENTERPRISE FUNDS | | | | | TOTAL CITY HELD FUNDS | FIRE PENSION |
|---------------------------------|------------------|---------------|-----------|--------------|----------------|------------------|-----------|--------------|---------|-----------|-----------------------------|-----------------|
| | GENERAL | CONSERV.TRUST | TOURISM | CAP. IMPROV. | BEAUTIFICATION | WATER | SEWER | UTILITIES-CI | REFUSE | PARKS | | |
| 2019 Audited | | | | | | | | | | | | |
| 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 |
| 2020 Unaudited | | | | | | | | | | | | |
| 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 |
| 2021 @ 11/30 | | | | | | | | | | | | |
| 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 | 3,625,784 | 9,641 | 600,909 | 630,351 | 85,310 | 585,132 | 1,061,076 | 578,265 | 224,268 | 2,450,121 | 9,850,857 | 125,823 |
| LESS: EXPENDITURES | 2,374,991 | 5,493 | 237,471 | 324,762 | 71,141 | 577,752 | 1,019,332 | 363,784 | 210,013 | 1,992,757 | 7,177,496 | 26,642 |
| ENDING FUND BALANCE | 2,558,368 | 160,956 | 661,948 | 1,511,318 | 137,083 | 187,895 | 792,330 | 1,023,011 | 21,230 | 1,414,797 | 8,468,936 | 864,235 |
| Restricted Fund Balance: | | | | | | | | | | | | |
| Council Reserves ** | - | (40,000) | (250,000) | (245,000) | - | - | - | - | - | - | (535,000) | |
| Cumulative flume tax @ 11/30 | (398,749) | | | | | | | | | | (398,749) | |
| | 2,159,619 | 120,956 | 411,948 | 1,266,318 | 137,083 | 187,895 | 792,330 | 1,023,011 | 21,230 | 1,414,797 | 7,535,187 | |

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.

November 2021 Note: \$84,595.88 has been repaid to the General Fund.

** Resolution 18 - 2021 CIF - \$245,000 (10,000 - Gazebo, 65,000 - Pickleball/Basketball Court, 20,000 - Skate Park, 150,000 - Fellin Park Restrooms)
 CTF - \$40,000 - Fellin Park Restrooms
 TF - \$250,000 - Fellin Park Stage

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 6,130.75 | 8,286.23 | 7,300.00 | (986.23) | 986 |
| 10-40-4010 | OCCUPATIONAL TAX | 1,107.00 | 450.00 | 1,600.00 | 1,600.00 | 1,525.00 | 1,000.00 | (525.00) | 525 |
| 10-40-4020 | PROPERTY TAXES | 437,072.41 | 443,824.21 | 489,187.69 | 486,453.33 | 494,843.01 | 495,749.00 | 905.99 | 905 |
| 10-40-4030 | SALES TAX | 1,142,413.13 | 1,303,783.83 | 1,523,270.90 | 1,352,077.39 | 1,894,216.43 | 1,321,881.00 | (572,335.43) | 572 |
| | TOTAL TAXES | 1,584,134.19 | 1,763,753.39 | 2,020,443.61 | 1,846,261.47 | 2,398,870.67 | 1,825,930.00 | (572,940.67) | 572 |
| <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 | 3,476.00 | .00 | 3,000.00 | 3,000.00 | 300 |
| 10-41-4140 | FIRE DEPT. GRANTS/DONATIONS | 100.00 | 100.00 | 1,504.00 | 300.00 | 18,766.33 | .00 | (18,766.33) | 187 |
| 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 | 48,896.00 | 291,013.73 | 3,000.00 | (288,013.73) | 288 |
| <u>PERMITS & FEES</u> | | | | | | | | | |
| 10-42-4200 | BUILDING PERMITS | 40,348.32 | 27,203.38 | 32,688.30 | 30,961.30 | 82,186.08 | 20,000.00 | (62,186.08) | 621 |
| 10-42-4210 | LIQUOR LICENSES/PERMITS | 4,033.00 | 40,228.75 | 5,507.50 | 20,007.50 | 27,026.25 | 3,500.00 | (23,526.25) | 235 |
| 10-42-4212 | SHORT-TERM RENTAL LIC/FEES | .00 | .00 | 15,000.00 | .00 | 10,250.00 | 16,000.00 | 5,750.00 | 575 |
| 10-42-4220 | MOTOR VEHICLE FEE | 6,106.97 | 5,491.27 | 5,807.89 | 4,863.64 | 5,211.40 | 5,000.00 | (211.40) | 211 |
| 10-42-4230 | PLANNING & ZONING FEES | 4,816.00 | 3,775.00 | 1,850.00 | 1,525.00 | 8,276.60 | 2,000.00 | (6,276.60) | 627 |
| 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 | 55,770.51 | 62,088.42 | 56,000.00 | (6,088.42) | 608 |
| | TOTAL PERMITS & FEES | 119,786.47 | 155,875.38 | 129,720.35 | 113,327.95 | 195,138.75 | 103,500.00 | (91,638.75) | 916 |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 2,374.80 | 3,839.12 | 5,000.00 | 1,160.88 | 116 |
| 10-43-4300 CNL RENT | 2,400.00 | 9,600.00 | 4,800.00 | 4,400.00 | 4,000.00 | 1,000.00 | (3,000.00) | 300 |
| 10-43-4305 CIGARETTE TAX | 3,786.94 | 3,771.66 | 4,101.90 | 3,605.66 | 5,098.18 | 3,750.00 | (1,348.18) | 134 |
| 10-43-4310 COURT FINES | 17,754.84 | 5,236.00 | 5,140.04 | 4,150.04 | 13,215.00 | 10,000.00 | (3,215.00) | 321 |
| 10-43-4315 E.S.C. REIMBURSEMENT | 3,372.00 | 9,579.00 | 4,741.00 | 4,741.00 | 3,701.00 | 5,852.00 | 2,151.00 | 215 |
| 10-43-4320 FIRE DIST REIMBURSEMENT | 29,523.47 | 30,141.24 | 29,617.41 | .00 | 36,217.56 | 26,000.00 | (10,217.56) | 102 |
| 10-43-4325 FRANCHISE FEES | 44,724.19 | 50,889.73 | 35,750.67 | 35,750.67 | 50,366.50 | 42,000.00 | (8,366.50) | 836 |
| 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 | 35,438.61 | 43,791.44 | 50,000.00 | 6,208.56 | 620 |
| 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 | 7,475.13 | 3,190.25 | 7,000.00 | 3,809.75 | 380 |
| 10-43-4350 OTHER REVENUE - MISC | 1,005.06 | 10,130.44 | 4,971.76 | 4,971.76 | 2,422.66 | 1,500.00 | (922.66) | 922 |
| 10-43-4351 COPY MACHINE REVENUE | 108.00 | 90.25 | 103.75 | 103.50 | 123.50 | 75.00 | (48.50) | 48. |
| 10-43-4353 VENDING MACHINE REVENUE | 278.95 | 61.51 | 136.55 | 136.55 | 14.98 | 50.00 | 35.02 | 35. |
| 10-43-4354 PUBLIC WORKS REVENUE | 3,439.55 | 112.70 | 186.20 | 186.20 | 1,210.00 | 100.00 | (1,110.00) | 111 |
| 10-43-4355 OTHER REVENUE - POLICE | 1,098.59 | 2,764.16 | 2,568.64 | 2,305.00 | 1,286.40 | 1,500.00 | 213.60 | 213 |
| 10-43-4358 POLICE REPORTS | 120.00 | 120.00 | 170.00 | 160.00 | 167.60 | 200.00 | 32.40 | 32. |
| 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 | 3,420.00 | 3,960.00 | 4,320.00 | 360.00 | 360 |
| 10-43-4370 REBILLING & INTEREST | 3,777.48 | 10,191.39 | 4,268.45 | 4,273.32 | 6,758.47 | 5,500.00 | (1,258.47) | 125 |
| 10-43-4375 TAXES PENALTY & INT | 2,396.88 | 2,790.38 | 2,636.57 | 2,445.16 | 1,846.31 | 2,000.00 | 153.69 | 153 |
| 10-43-4385 TRANSFER FROM REF/REC FUND | 5,214.00 | 9,999.96 | 10,301.04 | 9,442.62 | 9,442.62 | 10,300.00 | 857.38 | 857 |
| 10-43-4386 TRANSFER FROM CAP.IMPROV.FUND | 227,307.61 | 148,401.42 | 239,481.81 | 232,648.61 | 324,762.39 | 733,381.00 | 408,618.61 | 408 |
| 10-43-4388 TRANSFER FROM WF - LOAN REPAY | .00 | 29,122.15 | 28,744.48 | 26,323.19 | 26,729.25 | 29,122.00 | 2,392.75 | 239 |
| TOTAL OTHER REVENUES | 475,306.30 | 500,192.82 | 497,314.03 | 449,633.64 | 581,758.15 | 1,002,735.00 | 420,976.85 | 420 |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 4,435.00 | 4,000.00 | (435.00) | 435 |
| 10-44-4470 | INTERNET CABINET RENT | 635.40 | 635.40 | 635.40 | 582.45 | 582.45 | 635.00 | 52.55 | 52. |
| | TOTAL COMMUNITY CENTER | 14,690.40 | 9,575.40 | 2,590.40 | 2,537.45 | 5,017.45 | 4,635.00 | (382.45) | 382 |
| <u>OTHER PARKS REVENUES</u> | | | | | | | | | |
| 10-45-4021 | OCRA LEASE | 7,644.00 | .00 | .00 | .00 | .00 | .00 | .00 | 0 |
| 10-45-4060 | GEO THERMAL 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 |
| 10-45-4224 | ICE RINK DONATIONS | .00 | .00 | .00 | .00 | 8,978.05 | .00 | (8,978.05) | 897 |
| 10-45-4310 | CITY PARK USE | 800.00 | 1,575.00 | 862.50 | 862.50 | 1,400.00 | 1,500.00 | 100.00 | 100 |
| 10-45-4325 | PARK DEDICATION PILO | .00 | .00 | .00 | .00 | 1,203.00 | .00 | (1,203.00) | 120 |
| 10-45-4390 | TRNSFR. FROM BEAUTIFICATION FD | 54,288.85 | 25,851.24 | 42,156.99 | 42,156.99 | 50,360.42 | 43,595.00 | (6,765.42) | 676 |
| | TOTAL OTHER PARKS REVENUES | 64,616.27 | 29,562.49 | 44,014.32 | 44,014.32 | 64,195.09 | 46,695.00 | (17,500.09) | 175 |
| <u>PROPERTY TAXES -FLUMES/STREETS</u> | | | | | | | | | |
| 10-48-4810 | DELINQUENT PROP. & INT. | 433.71 | 501.84 | 474.16 | 439.74 | 333.78 | 325.00 | (8.78) | 8.7 |
| 10-48-4820 | PROPERTY TAXES | 79,087.47 | 79,819.41 | 87,977.77 | 87,486.01 | 89,456.00 | 89,620.00 | 164.00 | 164 |
| | TOTAL PROPERTY TAXES -FLUMES/STREET | 79,521.18 | 80,321.25 | 88,451.93 | 87,925.75 | 89,789.78 | 89,945.00 | 155.22 | 155 |
| | TOTAL FUND REVENUE | 2,344,692.81 | 2,543,525.73 | 2,981,886.09 | 2,592,596.58 | 3,625,783.62 | 3,076,440.00 | (549,343.62) | 549 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 7,500.00 | 5,200.00 | 15,600.00 | 10,400.00 | 10,000.00 |
| 10-50-5002 CITY ADMINISTRATOR | 22,459.65 | 10,909.89 | 9,789.48 | 8,565.34 | 8,787.64 | 15,020.00 | 6,232.36 | 15,020.00 |
| 10-50-5004 FINANCE & ADMIN. DIRECTOR | 19,238.87 | 19,341.53 | 7,176.07 | 5,282.28 | 17,920.85 | 19,998.00 | 2,077.15 | 20,600.00 |
| 10-50-5006 HR MANAGER | 13,028.45 | 9,823.52 | 10,160.08 | 8,814.98 | 9,101.88 | 10,157.00 | 1,055.12 | 10,157.00 |
| 10-50-5008 ADMINISTRATIVE CLERKS | 37,712.71 | 32,075.09 | 30,498.96 | 27,847.89 | 25,634.66 | 36,008.00 | 10,373.34 | 36,008.00 |
| 10-50-5010 BUILDING INSPECTION | 14,911.14 | 24,807.70 | 16,350.12 | 14,793.88 | 3,558.41 | 15,576.00 | 12,017.59 | 15,576.00 |
| 10-50-5012 COMMUNITY DEVELOPMENT COORD. | .00 | .00 | 35,023.78 | 28,689.79 | 29,851.77 | 43,381.00 | 13,529.23 | 43,381.00 |
| 10-50-5013 CITY RESOURCES DIRECTOR | 9,312.92 | 8,044.80 | 8,320.59 | 7,219.02 | 7,453.97 | 8,317.00 | 863.03 | 8,317.00 |
| 10-50-5070 COURT | 4,680.00 | 4,680.00 | 4,680.00 | 4,290.00 | 5,004.00 | 4,680.00 | 324.00- | 6,205.00 |
| 10-50-5540 CUSTODIAN | 11,001.28 | 11,778.12 | 12,231.87 | 10,611.88 | 10,838.45 | 12,342.00 | 1,503.55 | 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 | 12,743.51 | 5,064.27 | 13,536.00 | 8,471.73 | 13,536.00 |
| 10-50-5680 PARKS/FACILITIES MAINT. MGR. | .00 | .00 | .00 | .00 | 9,894.17 | 24,584.00 | 14,689.83 | 24,584.00 |
| 10-50-5681 PARKS/FACILITIES MAINT OPS | .00 | .00 | .00 | .00 | 2,737.63 | .00 | 2,737.63- | .00 |
| TOTAL SALARIES AND WAGES | 163,655.67 | 155,670.55 | 156,770.97 | 136,358.57 | 141,047.70 | 219,199.00 | 78,151.30 | 215,726.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 10-50-5800 FICA | 12,020.21 | 11,712.11 | 11,665.14 | 10,135.89 | 10,544.53 | 12,573.00 | 2,028.47 | 12,573.00 |
| 10-50-5810 UNEMPLOYMENT | 583.70 | 517.01 | 586.23 | 509.06 | 504.53 | 578.00 | 73.47 | 578.00 |
| 10-50-5830 WORKERS' COMP | 3,578.83 | 1,661.23 | 1,337.17 | 1,337.17 | 1,154.11 | 1,483.00 | 328.89 | 1,483.00 |
| 10-50-5831 FLEX PLAN COSTS | 711.00 | 1,398.00 | 1,260.00 | 1,156.00 | 1,144.00 | 1,500.00 | 356.00 | 1,500.00 |
| 10-50-5840 GROUP TERM LIFE INSURANCE | 1,122.27 | 1,700.98 | 1,389.16 | 1,243.41 | 923.35 | 2,258.00 | 1,334.65 | 2,258.00 |
| 10-50-5850 EMPLOYEE HEALTH INSURANCE | 30,662.01 | 60,943.99 | 69,194.45 | 64,453.29 | 54,095.46 | 85,840.00 | 31,744.54 | 85,840.00 |
| 10-50-5851 COBRAADMIN COSTS | .00 | 208.00 | 328.00 | 300.00 | 320.00 | 350.00 | 30.00 | 350.00 |
| 10-50-5870 PENSION | 3,406.30 | 3,685.52 | 2,524.63 | 2,208.30 | 3,596.98 | 4,244.00 | 647.02 | 4,244.00 |
| TOTAL TAXES & BENEFITS | 52,084.32 | 81,826.84 | 88,284.78 | 81,343.12 | 72,282.96 | 108,826.00 | 36,543.04 | 108,826.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 13,028.36 | 16,575.59 | 13,959.00 | 2,616.59- | 13,959.00 |
| 10-50-6020 UTILITIES | 7,029.66 | 6,609.11 | 4,418.31 | 3,500.99 | 5,079.77 | 7,000.00 | 1,920.23 | 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 | 18,484.76 | 19,948.98 | 19,939.00 | 9.98- | 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 | 9,952.54 | 9,933.88 | 10,250.00 | 316.12 | 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 | 44,966.65 | 51,597.22 | 53,148.00 | 1,550.78 | 54,028.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 39,039.61 | 94,083.89 | 35,893.00 | 58,190.89- | 35,893.00 |
| 10-50-7004 IT CONTRACT LABOR | .00 | 5,183.11 | 30,538.39 | 17,063.89 | 14,165.02 | 15,000.00 | 834.98 | 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 | 63,616.98 | 57,717.78 | 74,000.00 | 16,282.22 | 65,000.00 |
| 10-50-7027 AUDIT FEES | 13,350.00 | 13,500.00 | 14,000.00 | 14,000.00 | 14,000.00 | 14,500.00 | 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 | 231,200.00 | 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 | 1,454.83 | 4,806.48 | 4,800.00 | 6.48- | 4,500.00 |
| 10-50-7104 IT SUPPLIES | 1,613.96 | 1,290.41 | 1,709.39 | 1,709.39 | 2,704.22 | 1,500.00 | 1,204.22- | 1,500.00 |
| 10-50-7400 MAINTENANCE- CITY HALL | 4,595.94 | 4,045.78 | 10,794.54 | 10,570.77 | 6,111.13 | 6,400.00 | 288.87 | 7,100.00 |
| 10-50-7600 VEHICLE OIL & GAS - ADMIN | 43.47 | 743.67 | 42.92 | 22.01 | 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 | 1,869.55 | 4,243.25 | 5,000.00 | 756.75 | 5,000.00 |
| 10-50-7650 VEHICLE R & M/SUPPLIES | .00 | .00 | .00 | .00 | 225.00 | .00 | 225.00- | .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 | 7,035.37 | 12,261.91 | 12,000.00 | 261.91- | 8,000.00 |
| 10-50-7804 IT SOFTWARE & SUBSCRIPTIONS | .00 | .00 | .00 | .00 | 7,883.40 | .00 | 7,883.40- | .00 |
| 10-50-7811 COUNCIL & OTHER MEETINGS | 5,924.47 | 2,089.69 | 4,261.99 | 4,261.99 | 748.01 | 10,000.00 | 9,251.99 | 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 | 4,572.44 | 3,533.19 | 5,000.00 | 1,466.81 | 5,000.00 |
| 10-50-7835 COPIER/PRINTER EXPENSE | 3,346.78 | 4,243.62 | 3,054.14 | 2,921.64 | 3,458.47 | 3,500.00 | 41.53 | 3,500.00 |
| 10-50-7850 PRINTING/PUBLICATIONS | 6,655.01 | 7,249.18 | 8,055.49 | 6,101.92 | 5,852.21 | 4,700.00 | 1,152.21- | 7,470.00 |
| 10-50-7854 DONATIONS TO OTHER ORG. | 2,208.56 | 231.29 | 3,500.00 | 3,500.00 | 1,500.00 | 6,550.00 | 5,050.00 | 6,550.00 |
| 10-50-7860 TRAINING | 16,259.07 | 19,022.97 | 5,207.92 | 4,877.96 | 2,000.19 | 18,000.00 | 15,999.81 | 10,000.00 |
| 10-50-7862 HIRING COST | 9,219.95- | 3,043.34 | 28,698.68 | 20,698.59 | 4,494.63 | 3,000.00 | 1,494.63- | 4,900.00 |
| 10-50-7865 EMPLOYEE FUNCTIONS | 3,436.12 | 1,400.95 | 209.46 | 209.46 | 1,237.28 | 4,000.00 | 2,762.72 | 4,000.00 |
| 10-50-7880 POSTAGE | 2,930.39 | 1,467.00 | 738.24 | 699.84 | 953.65 | 2,500.00 | 1,546.35 | 1,200.00 |
| 10-50-7900 OTHER EXPENSES | 5,262.43 | 226.82 | 887.10 | 887.10 | 619.72 | 1,000.00 | 380.28 | 500.00 |
| TOTAL OPERATING MAINTENANCE | 194,711.77 | 213,702.18 | 498,459.53 | 436,313.34 | 365,348.02 | 241,543.00 | 123,805.02- | 335,766.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 2,250.00 | 1,500.00 | 750.00- | 500.00 |
| 10-50-8104 IT INVENTORIED EQUIPMENT | .00 | 7,369.38 | 762.75 | 762.75 | 8,782.03 | 15,000.00 | 6,217.97 | 15,000.00 |
| 10-50-8210 CAPITAL IMPROVEMENTS | 87,833.01 | 23,884.09 | 722.50 | 722.50 | .00 | .00 | .00 | .00 |
| 10-50-8250 CITY HALL IMPROVEMENT | .00 | 408.90 | 29,167.40 | 17,270.60 | 34,453.37 | 35,000.00 | 546.63 | 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 | 18,755.85 | 55,450.21 | 145,581.00 | 90,130.79 | 144,581.00 |
| EMERGENCY SERVICES CENTER: | | | | | | | | |
| 10-50-9010 E.S.C. MNTCE/OTHER | 1,868.57 | 1,872.68 | 1,930.36 | 1,930.36 | 6,778.09 | 2,060.00 | 4,718.09- | 2,571.00 |
| 10-50-9020 E.S.C. UTILITIES | 3,589.78 | 3,177.28 | 3,218.18 | 2,621.35 | 2,417.70 | 3,792.00 | 1,374.30 | 3,005.00 |
| TOTAL EMERGENCY SERVICES CENTER | 5,458.35 | 5,049.96 | 5,148.54 | 4,551.71 | 9,195.79 | 5,852.00 | 3,343.79- | 5,576.00 |
| TOTAL GENERAL GOVERNMENT EXPENSES | 580,146.98 | 554,823.69 | 831,600.37 | 722,289.24 | 694,921.90 | 774,149.00 | 79,227.10 | 864,503.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 88,453.86 | 96,706.56 | 107,918.00 | 11,211.44 | 107,918.00 |
| 10-51-5065 OFFICERS | 273,441.19 | 232,693.09 | 325,414.31 | 281,039.43 | 285,190.66 | 289,301.00 | 4,110.34 | 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 | 5,928.69 | 7,132.44 | 7,500.00 | 367.56 | 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 | 375,421.98 | 389,029.66 | 409,719.00 | 20,689.34 | 429,219.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 10-51-5800 FICA | 27,197.01 | 24,702.94 | 32,571.17 | 28,148.48 | 28,858.95 | 27,692.00 | 1,166.95- | 31,330.00 |
| 10-51-5810 UNEMPLOYMENT | 1,066.53 | 880.56 | 1,268.44 | 1,094.96 | 1,132.47 | 1,250.00 | 117.53 | 1,250.00 |
| 10-51-5830 WORKERS' COMP | 19,964.58 | 15,249.19 | 10,502.06 | 10,502.06 | 9,812.71 | 11,650.00 | 1,837.29 | 11,650.00 |
| 10-51-5840 GROUP TERM LIFE INSURANCE | 2,678.10 | 2,367.38 | 3,381.34 | 3,013.59 | 2,261.22 | 3,835.00 | 1,573.78 | 3,000.00 |
| 10-51-5850 EMPLOYEE HEALTH INSURANCE | 66,055.19 | 71,309.75 | 77,924.30 | 72,257.44 | 64,326.84 | 95,600.00 | 31,273.16 | 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 | 5,364.67 | 10,227.64 | 6,200.00 | 4,027.64- | 10,968.00 |
| TOTAL TAXES & BENEFITS | 125,805.12 | 121,139.11 | 132,259.72 | 120,517.20 | 116,755.83 | 146,477.00 | 29,721.17 | 154,048.00 |
| OVERHEAD: | | | | | | | | |
| 10-51-6010 TELEPHONE / COMMUNICATIONS | 6,901.43 | 7,996.79 | 8,197.33 | 7,260.47 | 7,467.13 | 9,000.00 | 1,532.87 | 9,000.00 |
| 10-51-6011 DISPATCH COMMUNICATIONS | 40,343.33 | 54,052.96 | 49,243.16 | 49,243.16 | 48,512.88 | 48,512.89 | .01 | 48,512.89 |
| 10-51-6020 UTILITIES | 694.10 | 696.48 | 687.95 | 552.89 | 509.09 | 850.00 | 340.91 | 850.00 |
| 10-51-6030 INSURANCE | 23,434.02 | 22,895.14 | 23,600.31 | 23,600.31 | 24,741.77 | 25,456.00 | 714.23 | 25,456.00 |
| 10-51-6031 INSURANCE-DEDUCTIONS | .00 | .00 | .00 | .00 | 411.75 | .00 | 411.75- | .00 |
| TOTAL OVERHEAD | 71,372.88 | 85,641.37 | 81,728.75 | 80,656.83 | 81,642.62 | 83,818.89 | 2,176.27 | 83,818.89 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

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 | 17.00 | 3,200.00 | 4,000.00 | 800.00 | 4,000.00 |
| 10-51-7004 IT CONTRACT LABOR | .00 | 2,423.75 | 1,524.05 | 1,524.05 | 3,981.25 | 6,350.00 | 2,368.75 | 6,350.00 |
| 10-51-7060 COMMUNITY POLICING | 2,309.04 | 3,587.36 | 2,595.33 | 1,578.82 | 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 | 3,213.76 | 1,045.23 | 6,200.00 | 5,154.77 | 6,200.00 |
| 10-51-7104 IT SUPPLIES | .00 | 599.87 | 766.05 | 766.05 | 260.00 | 600.00 | 340.00 | 600.00 |
| 10-51-7180 UNIFORMS | 2,566.76 | 2,935.40 | 2,618.97 | 1,605.73 | 2,264.35 | 3,300.00 | 1,035.65 | 3,300.00 |
| 10-51-7600 VEHICLE OIL & GAS | 10,025.09 | 9,740.25 | 10,971.83 | 9,384.83 | 13,597.50 | 10,025.00 | 3,572.50- | 10,025.00 |
| 10-51-7650 VEHICLE R & M/SUPPLIES | 6,155.54 | 5,315.41 | 17,647.28 | 6,800.28 | 9,489.85 | 9,350.00 | 139.85- | 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 | 1,546.61 | 3,787.46 | 5,200.00 | 1,412.54 | 5,200.00 |
| 10-51-7830 OFFICE SUPPLIES | 1,471.36 | 2,043.18 | 3,389.71 | 3,263.56 | 2,381.04 | 2,686.00 | 304.96 | 2,686.00 |
| 10-51-7835 COPIER/PRINTER EXPENSES | .00 | .00 | .00 | .00 | 488.87 | .00 | 488.87- | 500.00 |
| 10-51-7850 ARREST/INVESTIGATION COSTS | 756.12 | 4,449.76 | 6,258.00 | 6,258.00 | 2,531.59 | 3,000.00 | 468.41 | 3,000.00 |
| 10-51-7855 JUVENILE DIV. PROGRAM | 3,000.00 | 5,000.00 | 8,800.00 | 8,800.00 | 8,800.00 | 8,800.00 | .00 | 8,800.00 |
| 10-51-7856 NEIGHBORHOOD WATCH PROGRAM | .00 | .00 | 547.50 | 547.50 | .00 | .00 | .00 | .00 |
| 10-51-7860 TRAINING | 7,143.12 | 8,798.45 | 9,049.19 | 7,714.60 | 2,692.74 | 11,000.00 | 8,307.26 | 11,000.00 |
| 10-51-7862 HIRING COST | 3,892.42 | 13,339.36 | 243.95 | 219.00 | .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 | 8,572.36 | 4,124.44 | 3,300.00 | 824.44- | 3,300.00 |
| 10-51-7888 FIRE ARMS AND AMMUNITION | .00 | .00 | .00 | .00 | 595.12 | .00 | 595.12- | .00 |
| 10-51-7900 OTHER EXPENSES | 1,518.97 | 1,674.22 | 141.48 | 188.33 | 173.49 | 1,000.00 | 826.51 | 1,000.00 |
| TOTAL OPERATING MAINTENANCE | 58,078.70 | 84,872.98 | 85,509.94 | 62,442.68 | 61,862.40 | 80,961.00 | 19,098.60 | 81,461.00 |
| CAPITAL EXPENDITURES: | | | | | | | | |
| 10-51-8100 INVENTORIED EQUIPMENT | 4,408.88 | 4,233.08 | 1,272.84 | 2,122.84 | 4,162.62 | 4,800.00 | 637.38 | 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 | 4,366.08 | 66,170.81 | 63,000.00 | 3,170.81- | 63,000.00 |
| TOTAL CAPITAL EXPENDITURES | 86,576.95 | 84,456.82 | 8,771.37 | 6,524.81 | 129,541.46 | 112,200.00 | 17,341.46- | 112,200.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

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 | 645,563.50 | 778,831.97 | 833,175.89 | 54,343.92 | 860,746.89 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

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 | 3,454.51 | 4,500.00 | 1,045.49 | 4,500.00 |
| 10-52-5600 VEH. MAINT. - PW CREW | 3,282.34 | 3,504.42 | 3,285.51 | 2,766.75 | 3,328.42 | 4,750.00 | 1,421.58 | 4,750.00 |
| TOTAL SALARIES AND WAGES | 6,936.46 | 8,033.11 | 5,103.91 | 4,585.15 | 6,782.93 | 9,250.00 | 2,467.07 | 9,250.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 10-52-5800 FICA | 534.37 | 599.59 | 375.45 | 335.87 | 517.95 | 700.00 | 182.05 | 700.00 |
| 10-52-5810 UNEMPLOYMENT | 21.00 | 19.98 | 14.81 | 13.24 | 19.58 | 30.00 | 10.42 | 30.00 |
| 10-52-5830 WORKERS' COMP | 14,684.88 | 309.18 | 171.25 | 171.25 | 1,159.55 | 9,000.00 | 10,159.55 | 9,000.00 |
| 10-52-5840 GROUP TERM LIFE INSURANCE | 30.16 | 17.20 | 27.47 | 27.00 | 27.84 | 45.00 | 17.16 | 45.00 |
| 10-52-5850 EMPLOYEE HEALTH INSURANCE | 976.30 | 955.48 | 1,297.70 | 1,243.74 | 518.16 | 2,224.00 | 1,705.84 | 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 | 87.06 | 110.00 | 22.94 | 110.00 |
| TOTAL TAXES & BENEFITS | 16,650.15 | 1,901.43 | 1,943.35 | 1,847.77 | 591.04 | 12,109.00 | 11,517.96 | 11,485.00 |
| OVERHEAD: | | | | | | | | |
| 10-52-6010 TELEPHONE / COMMUNICATIONS | 1,183.83 | 2,104.86 | 2,181.61 | 1,959.71 | 1,783.78 | 2,000.00 | 216.22 | 2,000.00 |
| 10-52-6011 DISPATCH COMMUNICATIONS | 1,111.25 | 718.62 | 742.08 | 742.08 | 793.76 | 599.00 | 194.76 | 800.00 |
| 10-52-6020 UTILITIES | 3,639.72 | 3,403.62 | 2,991.84 | 2,395.02 | 2,149.10 | 3,700.00 | 1,550.90 | 3,700.00 |
| 10-52-6030 INSURANCE | 17,192.00 | 16,879.96 | 17,399.84 | 17,399.84 | 18,684.73 | 18,768.00 | 83.27 | 18,768.00 |
| TOTAL OVERHEAD | 23,126.80 | 23,107.06 | 23,315.37 | 22,496.65 | 23,411.37 | 25,067.00 | 1,655.63 | 25,268.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

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 | 3,000.00 | .00 | 3,000.00- | .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 | 1,328.25 | 7,109.94 | 7,000.00 | 109.94- | 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 | 160.00 | 7,005.25 | .00 | 7,005.25- | .00 |
| 10-52-7470 TOOLS | .00 | .00 | .00 | .00 | 487.00 | 1,000.00 | 513.00 | 1,000.00 |
| 10-52-7600 VEHICLE OIL & GAS | 1,602.12 | 924.50 | 1,331.98 | 1,116.01 | 1,161.41 | 1,000.00 | 161.41- | 1,000.00 |
| 10-52-7650 VEHICLE R & M/SUPPLIES | 5,999.48 | 7,282.01 | 4,855.69 | 4,788.22 | 6,025.87 | 18,000.00 | 11,974.13 | 18,000.00 |
| 10-52-7651 EQUIPMENT MAINTENANCE | 3,616.51 | 4,616.00 | 1,186.52 | 1,186.52 | 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 | 100.80 | .00 | 100.80- | 42.00 |
| 10-52-7860 TRAINING | 6,382.14 | 7,678.59 | 5,020.82 | 5,020.82 | 4,600.81 | 8,000.00 | 3,399.19 | 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 | 1,767.44 | 1,200.00 | 567.44- | 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 | 15,106.62 | 58,029.60 | 60,077.00 | 2,047.40 | 63,410.00 |
| CAPITAL EXPENDITURES: | | | | | | | | |
| 10-52-8100 INVENTORIED EQUIPMENT | 11,994.19 | 9,282.35 | 23,917.90 | 13,363.90 | .00 | .00 | .00 | .00 |
| 10-52-8104 IT INVENTORIED EQUIPMENT | .00 | .00 | .00 | .00 | 1,120.39 | 2,500.00 | 1,379.61 | 2,500.00 |
| 10-52-8400 CAPITAL EQUIPMENT | .00 | .00 | 34,341.55 | 29,886.63 | 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 | 43,250.53 | 64,083.99 | 80,500.00 | 16,416.01 | 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 11 MONTHS ENDING NOVEMBER 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 | 122,274.83 | 187,887.04 | 221,991.00 | 34,103.96 | 224,901.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 21,023.35 | 21,092.96 | 23,539.00 | 2,446.04 | 23,539.00 |
| 10-53-5110 PW CREW | 131,070.59 | 74,103.83 | 105,113.11 | 90,465.91 | 83,323.21 | 102,144.00 | 18,820.79 | 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 | 8,695.44 | 10,460.86 | 12,188.00 | 1,727.14 | 12,188.00 |
| TOTAL SALARIES AND WAGES | 168,983.37 | 97,753.25 | 139,700.93 | 120,184.70 | 114,877.03 | 137,871.00 | 22,993.97 | 137,871.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 10-53-5800 FICA | 12,931.28 | 7,258.29 | 10,344.48 | 8,878.67 | 8,628.83 | 10,143.00 | 1,514.17 | 10,143.00 |
| 10-53-5810 UNEMPLOYMENT | 506.61 | 329.64 | 405.54 | 348.10 | 335.19 | 398.00 | 62.81 | 398.00 |
| 10-53-5830 WORKERS' COMP | 7,906.84 | 4,020.16 | 3,569.56 | 3,569.56 | 3,232.22 | 3,959.00 | 726.78 | 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 | 1,090.39 | 600.46 | 1,403.00 | 802.54 | 1,403.00 |
| 10-53-5850 EMPLOYEE HEALTH INSURANCE | 51,950.45 | 15,742.21 | 9,501.53 | 8,820.92 | 9,337.18 | 13,294.00 | 3,956.82 | 13,294.00 |
| 10-53-5855 MEDICAL | 239.31 | 587.39 | 233.39 | 138.73 | 430.62 | 600.00 | 169.38 | 600.00 |
| 10-53-5870 PENSION | 3,719.02 | 2,054.47 | 3,416.82 | 2,917.53 | 3,278.49 | 3,201.00 | 77.49- | 3,700.00 |
| TOTAL TAXES & BENEFITS | 79,545.02 | 31,124.57 | 28,678.48 | 25,763.90 | 25,842.99 | 32,998.00 | 7,155.01 | 33,497.00 |
| OVERHEAD: | | | | | | | | |
| 10-53-6010 TELEPHONE / COMMUNICATIONS | 4,628.58 | 4,294.00 | 4,823.63 | 4,183.07 | 4,050.93 | 4,755.00 | 704.07 | 5,300.00 |
| 10-53-6020 UTILITIES | 2,201.72 | 1,876.11 | 3,131.59 | 2,642.05 | 1,401.64 | 3,727.00 | 2,325.36 | 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 | 9,701.45 | 11,344.24 | 12,000.00 | 655.76 | 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 | 3,492.92 | 5,467.15 | 4,960.00 | 507.15- | 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 | 1,789.91 | 1,795.83 | 1,836.00 | 40.17 | 2,000.00 |
| TOTAL OVERHEAD | 37,398.54 | 27,491.90 | 26,227.68 | 22,968.25 | 25,059.79 | 30,278.00 | 5,218.21 | 28,760.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 10,044.17 | 20,000.00 | 9,955.83 | 18,000.00 |
| 10-53-7004 IT CONTRACT LABOR | .00 | 647.50 | 1,171.55 | 1,171.55 | 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 | 1,900.00 | .00 | 10,000.00 | 10,000.00 | 8,000.00 |
| 10-53-7112 BRIDGE MATERIAL | 1,560.23 | 1,576.36 | 703.36 | .00 | 388.50 | 2,000.00 | 1,611.50 | 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 | 9,998.77 | 10,000.00 | 1.23 | 10,000.00 |
| 10-53-7140 ST SUPPLIES/MATERIALS | 8,494.73 | 20,544.34 | 4,309.68 | 4,023.99 | 18,859.52 | 20,000.00 | 1,140.48 | 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 | 336.00 | 5,000.00 | 4,664.00 | 2,000.00 |
| 10-53-7200 MAINTENANCE & REPAIRS | 191.06 | 4,603.95 | 4,968.24 | 4,968.24 | 2,816.08 | 5,000.00 | 2,183.92 | 2,500.00 |
| 10-53-7470 TOOLS | 228.20 | 936.90 | 400.51 | 400.51 | 480.46 | 750.00 | 269.54 | 750.00 |
| 10-53-7600 VEHICLE OIL & GAS | 8,539.00 | 11,062.83 | 6,168.74 | 4,750.82 | 8,266.99 | 9,000.00 | 733.01 | 9,000.00 |
| 10-53-7650 VEHICLE R & M/SUPPLIES | 12,278.72 | 34,315.54 | 24,296.63 | 22,221.04 | 9,499.50 | 25,000.00 | 15,500.50 | 25,000.00 |
| 10-53-7700 CITY SHOP EXPENSE | 6,690.38 | 9,647.60 | 2,879.65 | 1,912.25 | 1,192.81 | 10,000.00 | 8,807.19 | 8,000.00 |
| 10-53-7720 SAFETY EXPENSE | 621.61 | 317.92 | 1,093.21 | 819.99 | 1,148.56 | 800.00 | 348.56- | 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 | 444.21 | 186.74 | 500.00 | 313.26 | 500.00 |
| 10-53-7835 COPIER/PRINTER EXPENSE | 261.20 | 342.08 | 296.70 | 276.00 | 254.47 | 500.00 | 245.53 | 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 | 297.23 | 1,297.67 | 400.00 | 897.67- | 1,292.67 |
| 10-53-7870 UNIFORMS | 1,200.00 | 1,200.01 | 1,200.00 | 1,200.00 | 1,724.94 | 1,200.00 | 524.94- | 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 | 635.16 | 120.72- | 1,000.00 | 1,120.72 | 1,000.00 |
| TOTAL OPERATING MAINTENANCE | 84,978.57 | 141,410.16 | 92,748.06 | 72,378.24 | 93,860.21 | 153,350.00 | 59,489.79 | 137,932.67 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 1,986.45 | 9,561.32 | .00 | 9,561.32- | 10,563.00 |
| 10-53-8104 IT INVENTORIED EQUIPMENT | 595.50 | 2,436.95 | 1,676.57 | 1,676.57 | 4,471.19 | 4,500.00 | 28.81 | .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 | 98,317.00 | .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 | 155,497.84 | 34,972.55 | 27,350.00 | 7,622.55- | 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 | 22,227.90 | 50,000.00 | 27,772.10 | 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 | 22,227.90 | 50,000.00 | 27,772.10 | 50,000.00 |
| TOTAL PUBLIC WORKS DEPT. EXPENSES | 507,601.52 | 382,900.35 | 493,483.81 | 423,688.61 | 316,840.47 | 437,558.00 | 120,717.53 | 443,624.67 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 7,219.02 | 7,453.97 | 8,158.00 | 704.03 | 8,158.00 |
| 10-54-5540 CUSTODIAN / PW MAINTENANCE | 28,136.84 | 26,567.45 | 22,425.15 | 19,455.15 | 19,870.48 | 21,790.00 | 1,919.52 | 21,790.00 |
| 10-54-5650 EVENT COORDINATOR | 23,933.52 | 24,082.53 | 26,839.93 | 23,363.03 | 9,284.41 | 26,782.00 | 17,497.59 | 26,782.00 |
| TOTAL SALARIES AND WAGES | 67,591.69 | 58,694.78 | 57,585.67 | 50,037.20 | 36,608.86 | 56,730.00 | 20,121.14 | 56,730.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 10-54-5800 FICA | 4,825.84 | 4,299.99 | 4,172.63 | 3,622.26 | 2,585.73 | 4,150.00 | 1,564.27 | 4,150.00 |
| 10-54-5810 UNEMPLOYMENT | 188.99 | 199.31 | 163.59 | 142.01 | 101.30 | 200.00 | 98.70 | 200.00 |
| 10-54-5830 WORKERS' COMP | 2,353.82 | 2,020.96 | 1,677.97 | 1,677.97 | 1,644.65 | 1,861.00 | 216.35 | 1,861.00 |
| 10-54-5840 GROUP TERM LIFE INSURANCE | 622.86 | 618.25 | 660.01 | 589.27 | 338.06 | 745.00 | 406.94 | 745.00 |
| 10-54-5850 EMPLOYEE HEALTH INSURANCE | 23,778.00 | 23,368.10 | 25,454.55 | 23,734.81 | 18,021.86 | 30,879.00 | 12,857.14 | 22,000.00 |
| 10-54-5870 PENSION | 2,019.87 | 1,585.77 | 1,667.09 | 1,444.18 | 1,089.92 | 1,675.00 | 585.08 | 1,675.00 |
| TOTAL TAXES & BENEFITS | 33,789.38 | 32,092.38 | 33,795.84 | 31,210.50 | 23,781.52 | 39,510.00 | 15,728.48 | 30,631.00 |
| OVERHEAD: | | | | | | | | |
| 10-54-6010 TELEPHONE / COMMUNICATIONS | 2,244.17 | 2,197.93 | 2,238.22 | 2,037.06 | 1,914.97 | 2,266.00 | 351.03 | 2,266.00 |
| 10-54-6020 UTILITIES | 7,016.18 | 6,998.86 | 5,404.21 | 4,278.16 | 4,943.18 | 6,180.00 | 1,236.82 | 6,180.00 |
| 10-54-6030 INSURANCE | 3,400.00 | 3,871.48 | 3,990.72 | 3,990.72 | 4,285.41 | 4,304.00 | 18.59 | 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 | 3,330.48 | 3,441.48 | 4,500.00 | 1,058.52 | 4,500.00 |
| TOTAL OVERHEAD | 15,791.87 | 17,332.83 | 15,318.63 | 13,636.42 | 14,585.04 | 17,950.00 | 3,364.96 | 17,950.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 319.89 | 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 | 140.00 | 150.00 | 10.00 | 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 | 6,954.46 | 1,948.05 | 4,000.00 | 2,051.95 | 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 | 12,428.32 | 5,870.15 | 10,300.00 | 4,429.85 | 10,461.00 |
| CAPITAL EXPENDITURES: | | | | | | | | |
| 10-54-8100 INVENTORIED EQUIPMENT | 1,657.24 | 1,401.35 | 3,685.66 | 3,685.66 | 4,146.00 | 3,500.00 | 646.00- | 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 | 55,954.70 | 100,000.00 | 44,045.30 | 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 | 60,100.70 | 103,500.00 | 43,399.30 | 103,500.00 |
| TOTAL COMMUNITY CENTER EXPENSES | 156,787.75 | 145,467.44 | 123,547.39 | 110,998.10 | 140,946.27 | 227,990.00 | 87,043.73 | 219,272.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 4,204.67 | 4,218.58 | 4,708.00 | 489.42 | 4,708.00 |
| 10-55-5520 GARDENERS/MAINT WAGES - SEASON | 34,297.36 | 33,418.67 | 35,159.01 | 35,159.01 | 37,080.56 | 36,637.00 | 443.56- | 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 | 19,418.84 | 18,714.63 | 22,360.00 | 3,645.37 | 22,360.00 |
| 10-55-5600 VEH. MAINT. - PW CREW | 5,626.75 | 8,529.68 | 5,632.22 | 4,742.91 | 5,706.17 | 6,177.00 | 470.83 | 6,251.00 |
| 10-55-5680 PARKS/FACILITIES MAINT. MGR. | .00 | .00 | .00 | .00 | 7,355.73 | 24,584.00 | 17,228.27 | 24,584.00 |
| 10-55-5681 PARKS/FACILITIES MAINT OPS | .00 | .00 | .00 | .00 | 1,368.81 | .00 | 1,368.81- | .00 |
| TOTAL SALARIES AND WAGES | 82,514.11 | 76,726.85 | 68,187.02 | 63,525.43 | 75,285.56 | 94,466.00 | 19,180.44 | 94,540.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 10-55-5800 FICA | 6,192.80 | 6,734.86 | 5,132.40 | 4,781.32 | 5,691.24 | 7,174.00 | 1,482.76 | 7,174.00 |
| 10-55-5810 UNEMPLOYMENT | 243.12 | 338.37 | 201.47 | 187.68 | 223.33 | 407.00 | 183.67 | 407.00 |
| 10-55-5830 WORKERS' COMP | 4,778.53 | 3,118.76 | 2,092.29 | 2,092.29 | 1,881.34 | 2,321.00 | 439.66 | 2,321.00 |
| 10-55-5840 GROUP TERM LIFE INSURANCE | 414.76 | 389.03 | 415.77 | 375.93 | 278.90 | 488.00 | 209.10 | 488.00 |
| 10-55-5850 EMPLOYEE HEALTH INSURANCE | 11,892.18 | 11,774.30 | 12,380.12 | 11,471.14 | 11,112.25 | 16,304.00 | 5,191.75 | 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 | 710.40 | 1,082.34 | 944.00 | 138.34- | 1,030.00 |
| TOTAL TAXES & BENEFITS | 24,562.50 | 23,190.33 | 21,039.55 | 19,618.76 | 20,269.40 | 27,638.00 | 7,368.60 | 27,724.00 |
| OVERHEAD: | | | | | | | | |
| 10-55-6010 TELEPHONE / COMMUNICATIONS | 1,014.56 | 1,313.41 | 1,178.73 | 1,175.02 | 1,107.48 | 1,510.00 | 402.52 | 1,510.00 |
| 10-55-6020 UTILITIES | 6,576.87 | 6,612.46 | 6,732.94 | 5,425.55 | 5,991.64 | 7,218.00 | 1,226.36 | 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 | 3,918.50 | 10,058.25 | 3,500.00 | 6,558.25- | 6,612.00 |
| 10-55-6030 INSURANCE | 2,396.00 | 2,380.08 | 2,453.36 | 2,453.36 | 2,634.54 | 3,036.00 | 401.46 | 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 | 12,972.43 | 19,791.91 | 16,264.00 | 3,527.91- | 19,376.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

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 | 3,469.27 | 4,049.06 | 8,000.00 | 3,950.94 | 8,000.00 |
| 10-55-7101 PAPER/CLEANING SUPPLIES | 5,094.40 | 7,818.49 | 9,244.72 | 9,244.72 | 10,070.80 | 10,000.00 | 70.80- | 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 | 572.30 | 600.00 | 27.70 | 600.00 |
| 10-55-7150 TREE MAINTENANCE | 3,931.32 | 3,560.00 | 3,295.24 | 3,295.24 | 3,387.00 | 4,000.00 | 613.00 | 4,000.00 |
| 10-55-7160 GEOTHERMAL EXPENSES | 1,815.32 | 10,799.19 | 846.47 | 636.86 | 1,149.88 | 2,500.00 | 1,350.12 | 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 | 8,342.35 | 4,107.59 | 10,000.00 | 5,892.41 | 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 | 500.00 | 500.00 | .00 | 500.00 |
| 10-55-7600 VEHICLE OIL & GAS | 5,640.23 | 6,610.55 | 3,901.39 | 2,956.11 | 5,511.29 | 6,000.00 | 488.71 | 6,000.00 |
| 10-55-7650 VEHICLE R & M/SUPPLIES | 720.16 | 2,578.89 | 2,036.15 | 2,036.15 | 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 | 370.30 | 500.00 | 129.70 | 500.00 |
| 10-55-7830 OFFICE SUPPLIES | 221.29 | 393.79 | 317.79 | 317.79 | 201.72 | 250.00 | 48.28 | 250.00 |
| 10-55-7835 COPIER/PRINTER EXPENSE | 87.08 | 133.66 | 98.89 | 91.99 | 84.82 | 250.00 | 165.18 | 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 | 76.93 | 250.00 | 173.07 | 250.00 |
| 10-55-7900 OTHER EXPENSES | 10,482.72 | 916.89 | 154.78 | 154.78 | .00 | 1,200.00 | 1,200.00 | 1,200.00 |
| TOTAL OPERATING MAINTENANCE | 54,806.86 | 55,221.92 | 38,251.33 | 34,987.94 | 37,113.82 | 56,470.00 | 19,356.18 | 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 | 70,632.75 | 277,000.00 | 206,367.25 | 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 | 76,534.68 | 302,850.00 | 226,315.32 | 302,850.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

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 | 165,986.66 | 228,995.37 | 497,688.00 | 268,692.63 | 500,960.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 2,165.89 | 2,236.19 | 2,497.00 | 260.81 | 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 | 8,252.51 | 9,134.83 | 10,230.00 | 1,095.17 | 10,230.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 10-56-5800 FICA | 581.09 | 799.23 | 786.71 | 630.43 | 617.91 | 900.00 | 282.09 | 900.00 |
| 10-56-5810 UNEMPLOYMENT | 22.98 | 31.45 | 30.87 | 24.73 | 27.52 | 41.00 | 13.48 | 41.00 |
| 10-56-5830 WORKERS' COMP | 637.80 | 515.00 | 357.85 | 357.85 | 338.27 | 397.00 | 58.73 | 397.00 |
| 10-56-5840 GROUP TERM LIFE INSURANCE | 34.43 | 35.35 | 40.38 | 35.86 | 28.17 | 45.00 | 16.83 | 45.00 |
| 10-56-5850 EMPLOYEE HEALTH INSURANCE | 883.32 | 921.31 | 1,025.03 | 937.42 | 1,013.92 | 1,225.00 | 211.08 | 1,240.00 |
| 10-56-5870 PENSION | 115.35 | 100.42 | 72.01 | 62.11 | 67.04 | 127.00 | 59.96 | 127.00 |
| TOTAL TAXES & BENEFITS | 2,274.97 | 2,402.76 | 2,312.85 | 2,048.40 | 2,092.83 | 2,735.00 | 642.17 | 2,750.00 |
| OVERHEAD: | | | | | | | | |
| 10-56-6020 UTILITIES | 600.03 | 675.93 | 643.43 | 554.74 | 562.56 | 652.00 | 89.44 | 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 | 164.80 | 176.96 | 178.00 | 1.04 | 178.00 |
| 10-56-6740 INSPECTIONS | 2,113.46 | 1,223.29 | 289.95 | 289.95 | 1,842.87 | 2,300.00 | 457.13 | 2,300.00 |
| TOTAL OVERHEAD | 3,310.35 | 2,719.62 | 1,683.68 | 1,389.49 | 2,852.39 | 3,920.00 | 1,067.61 | 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 | 91.34 | 331.35 | 1,000.00 | 668.65 | 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 | 238.62 | 331.82 | 4,200.00 | 3,868.18 | 4,200.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 11,929.02 | 14,411.87 | 21,085.00 | 6,673.13 | 21,100.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 |
| 10-57-5680 PARKS/FACILITIES MAINT MGR | .00 | .00 | .00 | .00 | 1,015.40 | .00 | 1,015.40- | .00 |
| 10-57-5681 PARKS/FACILITIES MAINT OPS | .00 | .00 | .00 | .00 | 547.53 | .00 | 547.53- | .00 |
| TOTAL SALARIES AND WAGES | .00 | 4,143.81 | 3,495.28 | 3,495.28 | 1,562.93 | 4,077.00 | 2,514.07 | 3,500.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 10-57-5800 FICA | .00 | 268.11 | 267.39 | 267.39 | 116.72 | 414.00 | 297.28 | 350.00 |
| 10-57-5810 UNEMPLOYMENT | .00 | 12.96 | 10.48 | 10.48 | 4.59 | 25.00 | 20.41 | 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 | 14.41 | 16.99 | 19.00 | 2.01 | 19.00 |
| 10-57-5850 EMPLOYEE HEALTH INSURANCE | .00 | 457.13 | 535.89 | 488.95 | 710.20 | 639.00 | 71.20- | 639.00 |
| 10-57-5870 PENSION | .00 | 116.05 | .00 | .00 | 46.91 | .00 | 46.91- | .00 |
| TOTAL TAXES & BENEFITS | .00 | 999.40 | 829.85 | 781.23 | 871.22 | 1,097.00 | 225.78 | 1,033.00 |
| OVERHEAD: | | | | | | | | |
| 10-57-6020 UTILITIES | .00 | 576.12 | 839.30 | 773.23 | 278.55 | 850.00 | 571.45 | 850.00 |
| 10-57-6029 SANITATION | .00 | 631.24 | 1,260.50 | 990.50 | 2,462.50 | 1,000.00 | 1,462.50- | 1,355.00 |
| 10-57-6030 INSURANCE | .00 | .00 | .00 | .00 | 176.96 | 178.00 | 1.04 | 178.00 |
| TOTAL OVERHEAD | .00 | 1,207.36 | 2,099.80 | 1,763.73 | 2,918.01 | 2,028.00 | 890.01- | 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 |
| 10-57-7150 TREE MAINTENANCE | .00 | .00 | .00 | .00 | 6,100.00 | .00 | 6,100.00- | .00 |
| 10-57-7200 MAINTENANCE & REPAIRS | .00 | 7,416.18 | 607.32 | 607.32 | 703.69 | 11,000.00 | 10,296.31 | 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 | 815.66 | 6,803.69 | 11,750.00 | 4,946.31 | 11,750.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|
| TOTAL ICE RINK/ROTARY PARK EXPENSES | .00 | 14,369.03 | 7,240.59 | 6,855.90 | 12,155.85 | 18,952.00 | 6,796.15 | 18,666.00 |
| TOTAL FUND EXPENDITURES | 2,309,148.84 | 2,141,677.03 | 2,579,826.75 | 2,209,585.86 | 2,374,990.74 | 3,032,588.89 | 657,598.15 | 3,153,773.56 |
| NET REVENUE OVER EXPENDITURES | 35,543.97 | 401,848.70 | 402,059.34 | 383,010.72 | 1,250,792.88 | 43,851.11 | 1,206,941.77- | 3,703,117.18- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 434,764.95 | 475,117.32 | 500,986.00 | 25,868.68 | 258 |
| 20-40-4051 WATER CHARGES - POOL | 18,500.04 | 17,616.00 | 18,144.48 | 16,632.44 | 17,630.36 | 19,240.00 | 1,609.64 | 160 |
| 20-40-4053 WATER CHARGES - BOX CANON | 750.00 | 669.36 | 689.40 | 631.95 | 669.90 | 739.00 | 69.10 | 69. |
| 20-40-4057 WATER DEBT SURCHARGE | 116,364.12 | 51,970.58 | 16,351.09 | 14,747.94 | 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 | 26,328.80 | 26,709.25 | 28,623.00 | 1,913.75 | 191 |
| 20-40-4060 SERVICE CHARGE - WATER | 13,399.00 | 13,653.77 | 13,703.98 | 12,551.98 | 12,711.00 | 13,688.00 | 977.00 | 977 |
| 20-40-4061 TRANSFER CHARGE - WATER | 537.50 | 450.00 | 625.00 | 600.00 | 412.50 | 500.00 | 87.50 | 87. |
| 20-40-4062 WATER OFF/ON CHARGE | 420.00 | 541.12 | 240.00 | 180.00 | 320.00 | 300.00 | (20.00) | 20. |
| TOTAL CUSTOMER REVENUE | 558,227.55 | 600,658.20 | 613,284.62 | 506,438.06 | 532,498.50 | 564,076.00 | 31,577.50 | 315 |
| <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 | 7,618.74 | 9,892.03 | 7,500.00 | (2,392.03) | 239 |
| 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 | 9,264.76 | 10,423.38 | 706,300.00 | 695,876.62 | 695 |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 515,702.82 | 585,131.68 | 1,270,376.00 | 685,244.32 | 685 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 27,759.92 | 29,658.41 | 31,908.00 | 2,249.59 | 35,000.00 |
| 20-50-5004 FINANCE & ADMIN. DIRECTOR | 20,413.30 | 20,362.10 | 8,115.02 | 5,282.32 | 17,920.85 | 19,999.00 | 2,078.15 | 20,600.00 |
| 20-50-5006 HR MANAGER | 10,431.53 | 10,397.34 | 11,914.40 | 8,814.98 | 9,101.88 | 10,157.00 | 1,055.12 | 10,157.00 |
| 20-50-5008 ADMINISTRATIVE CLERKS | 38,241.30 | 45,014.37 | 46,995.03 | 41,771.95 | 38,452.18 | 54,011.00 | 15,558.82 | 54,011.00 |
| 20-50-5010 BUILDING INSPECTOR | 3,195.19 | 8,126.08 | 5,450.08 | 4,931.32 | 1,186.13 | 7,788.00 | 6,601.87 | 7,788.00 |
| 20-50-5012 COMMUNITY DEVELOPMENT COORD. | .00 | .00 | 9,505.32 | 7,820.59 | 7,581.41 | 10,846.00 | 3,264.59 | 10,846.00 |
| 20-50-5100 PW DIRECTOR | 29,018.48 | 33,508.54 | 21,574.59 | 16,818.61 | 16,874.31 | 18,831.00 | 1,956.69 | 19,022.00 |
| 20-50-5150 PW CREW | 66,357.36 | 79,365.75 | 81,823.61 | 62,688.66 | 63,162.64 | 100,481.00 | 37,318.36 | 100,481.00 |
| 20-50-5600 VEH. MAINT. - PW CREW | 10,315.84 | 15,637.46 | 10,555.65 | 8,695.44 | 10,460.86 | 12,190.00 | 1,729.14 | 12,190.00 |
| 20-50-5650 EVENT COORDINATOR | 1,096.48 | 1,102.28 | 1,238.86 | 1,061.94 | 422.02 | 1,130.00 | 707.98 | 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 | 185,645.73 | 194,820.69 | 267,341.00 | 72,520.31 | 271,225.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 20-50-5800 FICA | 15,100.65 | 19,257.20 | 17,194.53 | 13,855.19 | 14,546.53 | 18,536.00 | 3,989.47 | 18,536.00 |
| 20-50-5810 UNEMPLOYMENT | 592.16 | 739.20 | 674.53 | 543.54 | 570.63 | 730.00 | 159.37 | 730.00 |
| 20-50-5830 WORKERS' COMP | 3,659.84 | 7,430.01 | 4,653.66 | 4,653.66 | 4,824.83 | 5,162.00 | 337.17 | 5,162.00 |
| 20-50-5840 GROUP TERM LIFE INSURANCE | 1,387.48 | 1,954.87 | 2,177.05 | 1,978.19 | 1,607.27 | 2,540.00 | 932.73 | 2,540.00 |
| 20-50-5850 EMPLOYEE HEALTH INSURANCE | 36,357.02 | 58,986.92 | 56,884.59 | 52,751.76 | 53,621.15 | 71,355.00 | 17,733.85 | 71,355.00 |
| 20-50-5855 MEDICAL | 281.00 | 587.39 | 173.39 | 78.73 | 430.62 | 500.00 | 69.38 | 500.00 |
| 20-50-5870 PENSION | 4,244.36 | 6,047.65 | 5,849.13 | 4,759.61 | 5,513.30 | 7,270.00 | 1,756.70 | 7,270.00 |
| TOTAL TAXES & BENEFITS | 61,622.51 | 95,003.24 | 87,606.88 | 78,620.68 | 81,114.33 | 106,093.00 | 24,978.67 | 106,093.00 |
| OVERHEAD: | | | | | | | | |
| 20-50-6010 TELEPHONE / COMMUNICATIONS | 651.10 | 630.22 | 719.14 | 681.07 | 692.16 | 825.00 | 132.84 | 825.00 |
| 20-50-6020 UTILITIES | 4,920.01 | 4,525.75 | 4,178.32 | 3,204.62 | 3,366.07 | 5,304.00 | 1,937.93 | 5,304.00 |
| 20-50-6030 INSURANCE | 7,540.00 | 7,487.76 | 7,718.36 | 7,718.36 | 8,552.76 | 8,326.00 | 226.76- | 8,326.00 |
| 20-50-6150 ONLINE PROCESSING FEES | 2,347.11 | 3,237.99 | 3,383.55 | 3,080.59 | 3,625.52 | 3,502.00 | 123.52- | 3,502.00 |
| TOTAL OVERHEAD | 15,458.22 | 15,881.72 | 15,999.37 | 14,684.64 | 16,236.51 | 17,957.00 | 1,720.49 | 17,957.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 39,373.81 | 48,756.78 | 32,000.00 | 16,756.78- | 38,000.00 |
| 20-50-7004 IT CONTRACT LABOR | .00 | 2,293.30 | 3,689.00 | 3,689.00 | 1,460.26 | 4,000.00 | 2,539.74 | 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 | 1,985.99 | 22,485.44 | 20,000.00 | 2,485.44- | 20,000.00 |
| 20-50-7100 DIST.SYST.SUPPLIES | 21,528.57 | 17,287.48 | 4,922.74 | 4,902.88 | 7,215.71 | 16,500.00 | 9,284.29 | 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 | 426.48 | 8,247.71 | 5,000.00 | 3,247.71- | 9,000.00 |
| 20-50-7400 WATER SAMPLE | 3,895.00 | 4,020.00 | 4,138.50 | 3,181.50 | 2,022.75 | 5,000.00 | 2,977.25 | 2,500.00 |
| 20-50-7450 CHEMICALS | 4,768.72 | 3,611.99 | 3,135.00 | 2,885.00 | 3,636.14 | 6,000.00 | 2,363.86 | 4,000.00 |
| 20-50-7460 WATER TANK MAINTENANCE | 3,551.82 | 316.16 | 1,669.34 | 1,168.20 | 1,115.61 | 2,500.00 | 1,384.39 | 2,000.00 |
| 20-50-7470 TOOLS | .00 | 2,812.38 | 1,531.37 | 60.02 | 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 | 5,194.22 | 8,151.45 | 8,000.00 | 151.45- | 7,500.00 |
| 20-50-7650 VEHICLE R & M SUPPLIES | 2,370.66 | 7,726.32 | 8,629.28 | 8,629.28 | 3,956.22 | 8,000.00 | 4,043.78 | 5,000.00 |
| 20-50-7700 CITY SHOP EXPENSE | 2,618.89 | 2,273.75 | 1,925.11 | 1,664.68 | 2,074.51 | 2,000.00 | 74.51- | 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 |
| 20-50-7804 IT SOFTWARE & SUBSCRIPTIONS | .00 | .00 | .00 | .00 | 235.10 | .00 | 235.10- | .00 |
| 20-50-7830 OFFICE SUPPLIES | 299.75 | 486.18 | 312.58 | 271.85 | 556.71 | 500.00 | 56.71- | 500.00 |
| 20-50-7835 COPIER/PRINTER EXPENSE | 861.24 | 1,573.17 | 1,212.96 | 1,152.51 | 1,292.01 | 1,500.00 | 207.99 | 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 | 1,427.67 | 3,000.00 | 1,572.33 | 2,500.00 |
| 20-50-7862 HIRING COST | 431.33 | 343.92 | 474.73 | 241.73 | 1,103.27 | 250.00 | 853.27- | 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 | 296.98 | 325.55 | 1,200.00 | 874.45 | 1,000.00 |
| 20-50-7920 TRANSFER TO GF TO REPAY LOAN | .00 | 29,122.15 | 28,744.48 | 26,323.19 | 26,709.25 | 28,300.00 | 1,590.75 | 28,300.00 |
| TOTAL OPERATING MAINTENANCE | 151,842.63 | 163,035.63 | 137,466.92 | 105,425.61 | 151,283.23 | 163,350.00 | 12,066.77 | 161,977.48 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | .01- | 5,000.00 | 5,000.01 | 3,500.00 |
| 20-50-8104 IT INVENTORIED EQUIPMENT | 595.50 | 1,215.86 | 1,676.57 | 1,676.57 | 2,000.00 | 2,000.00 | .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. | .00 | .00 | .00 | .00 | 124,791.00 | 500,000.00 | 375,209.00 | 200,000.00 |
| 20-50-8400 CAPITAL EQUIPMENT | .00 | .00 | 34,022.50 | 34,022.50 | .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 | 39,323.07 | 134,297.49 | 710,000.00 | 575,702.51 | 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 | 56,117.54 | .00 | .00 | .00 | .00 |
| 20-50-9565 BOND INTEREST | 7,028.01 | 4,333.37 | 1,529.88 | 1,529.88 | .00 | .00 | .00 | .00 |
| TOTAL DEBT SERVICE | 9,203.00 | 6,229.38 | 75,834.39 | 70,291.76 | .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 | 493,991.49 | 577,752.25 | 1,270,284.00 | 692,531.75 | 781,095.48 |
| TOTAL FUND EXPENDITURES | 612,424.08 | 711,851.61 | 587,774.77 | 493,991.49 | 577,752.25 | 1,270,284.00 | 692,531.75 | 781,095.48 |
| NET REVENUE OVER EXPENDITURES | 35,547.60- | 18,228.05- | 69,314.30 | 21,711.33 | 7,379.43 | 92.00 | 7,287.43- | 95,851.16- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 613,405.51 | 657,766.46 | 707,663.00 | 49,896.54 | 498 |
| 23-40-4051 | SEWER CHARGES - POOL | 10,233.96 | 13,968.00 | 14,387.04 | 13,188.12 | 13,979.46 | 15,250.00 | 1,270.54 | 127 |
| 23-40-4053 | SEWER CHARGES - BOX CANON | 770.04 | 1,061.52 | 1,093.32 | 1,002.21 | 1,062.38 | 1,159.00 | 96.62 | 96. |
| 23-40-4060 | SERVICE CHARGE - SEWER | 14,493.25 | 13,975.36 | 14,047.48 | 12,865.48 | 13,040.07 | 14,010.00 | 969.93 | 969 |
| 23-40-4061 | TRANSFER CHARGE - SEWER | 562.50 | 450.00 | 625.00 | 600.00 | 412.50 | 500.00 | 87.50 | 87. |
| | TOTAL CUSTOMER REVENUE | 490,288.35 | 680,064.03 | 703,241.88 | 641,061.32 | 686,260.87 | 738,582.00 | 52,321.13 | 523 |
| <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 | 7,618.77 | 9,892.14 | 7,500.00 | (2,392.14) | 239 |
| 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 | 12,912.36 | 374,815.54 | 587,950.00 | 213,134.46 | 213 |
| | TOTAL FUND REVENUE | 532,088.78 | 696,688.01 | 895,059.69 | 653,973.68 | 1,061,076.41 | 1,326,532.00 | 265,455.59 | 265 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 33,268.56 | 32,953.70 | 39,160.00 | 6,206.30 | 39,160.00 |
| 23-50-5004 FINANCE & ADMIN. DIRECTOR | 20,413.30 | 20,362.40 | 8,114.98 | 5,282.28 | 17,920.85 | 19,999.00 | 2,078.15 | 20,600.00 |
| 23-50-5006 HR MANAGER | 10,431.79 | 13,671.60 | 15,886.04 | 11,753.46 | 12,135.76 | 13,542.00 | 1,406.24 | 13,542.00 |
| 23-50-5008 ADMINISTRATIVE CLERKS | 38,241.93 | 45,089.67 | 46,995.03 | 41,771.95 | 38,452.16 | 54,011.00 | 15,558.84 | 54,011.00 |
| 23-50-5010 BUILDING INSPECTOR | 3,195.25 | 8,126.08 | 5,450.06 | 4,931.31 | 1,186.13 | 5,293.00 | 4,106.87 | 5,293.00 |
| 23-50-5012 COMMUNITY DEVELOPMENT COORD. | .00 | .00 | 6,484.01 | 5,378.42 | 4,975.34 | 7,231.00 | 2,255.66 | 7,321.00 |
| 23-50-5100 PW DIRECTOR | 29,018.48 | 46,764.39 | 53,936.79 | 42,046.81 | 42,185.85 | 47,075.00 | 4,889.15 | 47,075.00 |
| 23-50-5150 PW CREW | 64,071.67 | 89,131.91 | 88,086.48 | 67,930.13 | 69,007.11 | 106,520.00 | 37,512.89 | 106,520.00 |
| 23-50-5600 VEH. MAINT. - PW CREW | 10,315.84 | 15,637.11 | 10,555.65 | 8,695.44 | 10,460.86 | 12,189.00 | 1,728.14 | 12,189.00 |
| 23-50-5650 EVENT COORDINATOR | 1,096.48 | 1,102.28 | 1,238.86 | 1,061.94 | 422.02 | 1,130.00 | 707.98 | 1,130.00 |
| TOTAL SALARIES AND WAGES | 200,036.60 | 281,485.30 | 275,388.40 | 222,120.30 | 229,699.78 | 306,150.00 | 76,450.22 | 306,841.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 23-50-5800 FICA | 14,924.09 | 21,136.85 | 20,475.43 | 16,438.90 | 17,191.68 | 21,721.00 | 4,529.32 | 21,721.00 |
| 23-50-5810 UNEMPLOYMENT INSURANCE | 585.37 | 805.91 | 802.88 | 644.62 | 673.68 | 852.00 | 178.32 | 852.00 |
| 23-50-5830 WORKERS' COMP | 2,627.17 | 7,017.87 | 4,619.53 | 4,619.53 | 4,881.89 | 5,124.00 | 242.11 | 5,124.00 |
| 23-50-5840 GROUP TERM LIFE INSURANCE | 1,368.55 | 2,054.87 | 2,344.49 | 2,127.97 | 1,748.16 | 2,735.00 | 986.84 | 2,735.00 |
| 23-50-5850 EMPLOYEE HEALTH INSURANCE | 35,741.78 | 65,585.37 | 61,779.08 | 57,228.44 | 58,916.14 | 77,304.00 | 18,387.86 | 77,304.00 |
| 23-50-5855 MEDICAL | 281.02 | 587.52 | 173.42 | 78.74 | 430.76 | 500.00 | 69.24 | 500.00 |
| 23-50-5870 PENSION | 4,178.40 | 4,797.81 | 7,153.86 | 5,783.28 | 6,575.95 | 8,519.00 | 1,943.05 | 8,519.00 |
| TOTAL TAXES & BENEFITS | 59,706.38 | 101,986.20 | 97,348.69 | 86,921.48 | 90,418.26 | 116,755.00 | 26,336.74 | 116,755.00 |
| OVERHEAD: | | | | | | | | |
| 23-50-6010 TELEPHONE / COMMUNICATIONS | 1,059.80 | 1,006.38 | 1,270.05 | 1,183.11 | 1,268.90 | 1,292.00 | 23.10 | 1,500.00 |
| 23-50-6020 UTILITIES | 29,722.24 | 29,915.86 | 28,889.79 | 23,711.23 | 21,880.77 | 27,810.00 | 5,929.23 | 25,000.00 |
| 23-50-6030 INSURANCE | 6,704.00 | 6,658.64 | 7,863.72 | 7,863.72 | 7,635.03 | 7,404.00 | 231.03- | 7,404.00 |
| 23-50-6150 ONLINE PROCESSIONG FEES | 2,347.11 | 3,238.03 | 3,383.54 | 3,080.58 | 3,625.49 | 3,497.00 | 128.49- | 4,016.00 |
| TOTAL OVERHEAD | 39,833.15 | 40,818.91 | 41,407.10 | 35,838.64 | 34,410.19 | 40,003.00 | 5,592.81 | 37,920.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 29,495.79 | 35,231.04 | 31,000.00 | 4,231.04- | 31,000.00 |
| 23-50-7004 IT CONTRACT LABOR | .00 | 2,293.33 | 2,487.17 | 2,487.17 | 2,215.76 | 4,000.00 | 1,784.24 | 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 | 1,593.00 | 2,000.00 | 407.00 | 1,500.00 |
| 23-50-7100 SUPPLIES-WWTP | 9,686.21 | 2,309.35 | 1,664.35 | 1,417.38 | 451.49 | 8,000.00 | 7,548.51 | 5,000.00 |
| 23-50-7101 SUPPLIES-COLLECTION LINES | 151.43 | 702.44 | 682.04 | 663.86 | 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 | 15,646.90 | 11,860.55 | 20,000.00 | 8,139.45 | 15,000.00 |
| 23-50-7250 CHEMICALS | 9,132.26 | 6,235.36 | 1,202.28 | .00 | 14,925.86 | 10,000.00 | 4,925.86- | 15,000.00 |
| 23-50-7276 LAB TESTS | 7,726.50 | 2,756.50 | 4,109.00 | 3,269.00 | 4,297.50 | 5,000.00 | 702.50 | 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 | 2,605.70 | 4,806.49 | 5,000.00 | 193.51 | 5,000.00 |
| 23-50-7650 VEHICLE R & M | .00 | 8,188.60 | 12,037.45 | 11,071.10 | 7,716.25 | 10,000.00 | 2,283.75 | 8,000.00 |
| 23-50-7700 CITY SHOP EXPENSE | 4,842.98 | 5,201.76 | 7,417.62 | 7,340.23 | 4,949.20 | 6,000.00 | 1,050.80 | 5,000.00 |
| 23-50-7720 SAFETY EXPENSE | 945.55 | 2,802.16 | 321.83 | .00 | 1,657.67 | 2,000.00 | 342.33 | 2,000.00 |
| 23-50-7800 DUES & SUBSCRIPTIONS | .00 | 1,593.00 | 92.00 | 92.00 | .00 | 250.00 | 250.00 | .00 |
| 23-50-7804 IT SOFTWARE & SUBSCRIPTIONS | .00 | .00 | .00 | .00 | 235.10 | .00 | 235.10- | .00 |
| 23-50-7830 OFFICE SUPPLIES | 278.69 | 516.07 | 386.38 | 271.85 | 186.74 | 5,000.00 | 4,813.26 | 500.00 |
| 23-50-7835 COPIER/PRINTER EXPENSE | 861.24 | 1,573.17 | 1,212.96 | 1,152.51 | 1,292.00 | 1,500.00 | 208.00 | 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 | 1,098.66 | 3,000.00 | 1,901.34 | 2,500.00 |
| 23-50-7862 HIRING COST | 408.84 | 337.11 | 647.94 | 241.74 | 1,103.36 | 250.00 | 853.36- | 1,500.00 |
| 23-50-7870 UNIFORMS | 1,200.00 | 789.79 | 1,332.97 | 1,332.97 | 1,108.49 | 1,200.00 | 91.51 | 1,200.00 |
| 23-50-7880 POSTAGE | 635.80 | 332.78 | 553.53 | 220.00 | 523.08 | 400.00 | 123.08- | 472.38 |
| 23-50-7900 OTHER EXPENSES | 2,666.90 | 765.82 | 392.49 | 96.99 | 325.56 | 1,200.00 | 874.44 | 1,000.00 |
| TOTAL OPERATING MAINTENANCE | 187,018.62 | 185,581.49 | 100,913.00 | 93,774.48 | 97,173.28 | 139,300.00 | 42,126.72 | 116,672.38 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 2,450.00 | 4,000.00 | 1,550.00 | 2,500.00 |
| 23-50-8104 IT INVENTORIED EQUIPMENT | 595.50 | 1,215.86 | 1,676.57 | 1,676.57 | 224.95 | 2,000.00 | 1,775.05 | 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 | 60,080.01 | 564,955.74 | 715,000.00 | 150,044.26 | 500,000.00 |
| 23-50-8400 CAPITAL EQUIPMENT | 16,502.14- | .00 | 34,022.50 | 34,022.50 | .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 | 95,779.08 | 567,630.69 | 725,500.00 | 157,869.31 | 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 | 547,078.31 | 1,019,332.20 | 1,333,251.00 | 313,918.80 | 1,091,231.38 |
| TOTAL FUND EXPENDITURES | 608,198.90 | 661,495.19 | 714,468.72 | 547,078.31 | 1,019,332.20 | 1,333,251.00 | 313,918.80 | 1,091,231.38 |
| NET REVENUE OVER EXPENDITURES | 76,110.12- | 35,192.82 | 180,590.97 | 106,895.37 | 41,744.21 | 6,719.00- | 48,463.21- | 825,775.79- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 134,681.63 | 152,794.69 | 167,746.00 | 14,951.31 | 149 |
| 25-40-4060 | SERVICE CHARGE - REF/REC | 865.50 | 10,385.46 | 10,431.00 | 9,553.50 | 9,642.00 | 10,300.00 | 658.00 | 658 |
| | TOTAL REFUSE REVENUE | 136,284.02 | 152,792.11 | 158,782.97 | 144,235.13 | 162,436.69 | 178,046.00 | 15,609.31 | 156 |
| | <u>RECYCLE REVENUE</u> | | | | | | | | |
| 25-41-4040 | RECYCLING CHARGES | 24,890.90 | 50,595.17 | 53,510.27 | 47,936.52 | 61,831.59 | 68,441.00 | 6,609.41 | 660 |
| | TOTAL RECYCLE REVENUE | 24,890.90 | 50,595.17 | 53,510.27 | 47,936.52 | 61,831.59 | 68,441.00 | 6,609.41 | 660 |
| | TOTAL FUND REVENUE | 161,174.92 | 203,387.28 | 212,293.24 | 192,171.65 | 224,268.28 | 246,487.00 | 22,218.72 | 222 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 120,203.39 | 128,364.92 | 161,805.00 | 33,440.08 | 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 | 6,043.62 | 6,043.62 | 6,593.00 | 549.38 | 6,593.00 |
| | TOTAL OPERATING MAINTENANCE | 147,743.16 | 118,468.18 | 149,011.85 | 126,247.01 | 134,408.54 | 168,398.00 | 33,989.46 | 157,093.00 |
| | TOTAL REFUSE EXPENSES | 147,743.16 | 118,468.18 | 149,011.85 | 126,247.01 | 134,408.54 | 168,398.00 | 33,989.46 | 157,093.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 67,614.34 | 72,205.28 | 65,792.00 | 6,413.28- | 79,505.00 |
| 25-51-7020 TRANSFER TO GF - ADMIN. FEE | 1,014.00 | 3,600.00 | 3,708.00 | 3,399.00 | 3,399.00 | 3,708.00 | 309.00 | 3,708.00 |
| TOTAL OPERATING MAINTENANCE | 24,759.30 | 66,638.38 | 83,818.50 | 71,013.34 | 75,604.28 | 69,500.00 | 6,104.28- | 83,213.00 |
| TOTAL RECYCLE EXPENSES | 24,759.30 | 66,638.38 | 83,818.50 | 71,013.34 | 75,604.28 | 69,500.00 | 6,104.28- | 83,213.00 |
| TOTAL FUND EXPENDITURES | 172,502.46 | 185,106.56 | 232,830.35 | 197,260.35 | 210,012.82 | 237,898.00 | 27,885.18 | 240,306.00 |
| NET REVENUE OVER EXPENDITURES | 11,327.54- | 18,280.72 | 20,537.11- | 5,088.70- | 14,255.46 | 8,589.00 | 5,666.46- | 218,087.28- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 22,856.25 | 29,676.28 | 22,500.00 | (7,176.28) | 717 |
| 28-40-4320 WATER SYS UPGRADES - MONTHLY | 8,447.82 | 99,005.39 | 107,682.78 | 90,098.79 | 197,848.34 | 211,237.00 | 13,388.66 | 133 |
| 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 | 117,725.02 | 228,345.28 | 238,737.00 | 10,391.72 | 103 |
| <u>SEWER REVENUES</u> | | | | | | | | |
| 28-41-4300 INVEST FEE-SEWER(75%) | 50,625.00 | 22,500.00 | 23,023.75 | 22,856.25 | 29,676.25 | 22,500.00 | (7,176.25) | 717 |
| 28-41-4330 WWTP CIP REPLACE/UPDATE CHARGE | 17,287.05 | 215,557.99 | 238,821.77 | 209,982.30 | 320,243.29 | 344,690.00 | 24,446.71 | 244 |
| TOTAL SEWER REVENUES | 67,912.05 | 238,057.99 | 261,845.52 | 232,838.55 | 349,919.54 | 367,190.00 | 17,270.46 | 172 |
| TOTAL FUND REVENUE | 128,013.83 | 378,521.32 | 398,016.97 | 350,563.57 | 578,264.82 | 605,927.00 | 27,662.18 | 276 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 11 MONTHS ENDING NOVEMBER 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 | 350,563.57 | 214,481.08 | 367,523.00- | 582,004.08- | 945,787.82- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 450,431.47 | 630,350.62 | 434,125.00 | (196,225.62) | 196 |
| | TOTAL CAPITAL IMPROVEMENT REVENUES | 395,100.45 | 433,761.02 | 507,495.98 | 450,431.47 | 630,350.62 | 434,125.00 | (196,225.62) | 196 |
| | TOTAL FUND REVENUE | 395,100.45 | 433,761.02 | 507,495.98 | 450,431.47 | 630,350.62 | 434,125.00 | (196,225.62) | 196 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 232,648.61 | 324,762.39 | 733,381.00 | 408,618.61 | 733,381.00 |
| TOTAL CAPITAL EXPENDITURES | 227,307.61 | 148,401.42 | 239,481.81 | 232,648.61 | 324,762.39 | 733,381.00 | 408,618.61 | 733,381.00 |
| TOTAL CAPITAL IMPROVEMENT EXPENSES | 227,307.61 | 148,401.42 | 239,481.81 | 232,648.61 | 324,762.39 | 733,381.00 | 408,618.61 | 733,381.00 |
| TOTAL FUND EXPENDITURES | 227,307.61 | 148,401.42 | 239,481.81 | 232,648.61 | 324,762.39 | 733,381.00 | 408,618.61 | 733,381.00 |
| NET REVENUE OVER EXPENDITURES | 167,792.84 | 285,359.60 | 268,014.17 | 217,782.86 | 305,588.23 | 299,256.00- | 604,844.23- | 929,606.62- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 736,183.66 | 1,577,778.69 | 1,099,639.00 | (478,139.69) | 478 |
| 50-40-4031 | OVER/SHORT | 347.34 | 622.42- | 852.98- | 808.98- | 412.17- | .00 | 412.17 | 412 |
| 50-40-4033 | MEMBERSHIP PASS REVENUE | 47,127.50 | 391,219.84 | 118,160.00 | 107,613.00 | 272,698.00 | 273,854.00 | 1,156.00 | 115 |
| 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 | 9,139.60 | 9,776.00 | 32,000.00 | 22,224.00 | 222 |
| 50-40-4045 | SALES-POOL MERCHANDISE | 814.43 | 755.72 | 8,153.91 | 7,914.07 | 56,123.35 | 30,000.00 | (26,123.35) | 261 |
| 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 | 3,919.00 | .00 | (3,919.00) | 391 |
| 50-40-4052 | MASSAGE RENT | 1,750.00 | 3,000.00 | 1,955.00 | 1,955.00 | 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 | 5,540.51 | .00 | (5,540.51) | 554 |
| TOTAL POOL REVENUES | | 2,050,038.08 | 2,051,182.42 | 936,169.53 | 875,328.46 | 1,977,614.76 | 1,479,470.00 | (498,144.76) | 498 |
| <u>BOX CANON REVENUES</u> | | | | | | | | | |
| 50-41-4010 | BOX CANON ADMISSIONS | 258,267.33 | 299,940.63 | 319,613.58 | 319,613.58 | 384,124.45 | 300,500.00 | (83,624.45) | 836 |
| 50-41-4015 | BC DONATIONS | 950.96 | 1,406.16 | 3,100.60 | 3,060.60 | 3,545.73 | 1,000.00 | (2,545.73) | 254 |
| 50-41-4020 | CONCESSIONS | 26,999.74 | 30,402.79 | 22,056.11 | 22,049.86 | 49,670.48 | 30,000.00 | (19,670.48) | 196 |
| 50-41-4031 | OVER/SHORT | 39.92 | 298.75 | 1,135.55- | 1,135.55- | 352.49 | .00 | (352.49) | 352 |
| 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 | 343,588.49 | 437,889.52 | 331,500.00 | (106,389.52) | 106 |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 23,173.50 | 18,000.00 | (5,173.50) | 517 |
| | TOTAL GYM REVENUES | 32,928.65 | 30,844.16 | 2,505.00 | 2,505.00 | 23,173.50 | 18,000.00 | (5,173.50) | 517 |
| <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 | 11,059.90 | 11,443.50 | 11,000.00 | (443.50) | 443 |
| | TOTAL ICE PARK REVENUES | .00 | 23,024.66 | 11,059.90 | 11,059.90 | 11,443.50 | 11,000.00 | (443.50) | 443 |
| | TOTAL FUND REVENUE | 2,370,097.25 | 2,738,363.20 | 1,305,132.37 | 1,233,711.85 | 2,450,121.28 | 1,839,970.00 | (610,151.28) | 610 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 41,148.85 | 42,487.63 | 47,411.00 | 4,923.37 | 47,411.00 |
| 50-50-5520 CASHIERS | 101,306.77 | 88,021.01 | 68,830.10 | 58,263.51 | 80,176.71 | 86,000.00 | 5,823.29 | 86,000.00 |
| 50-50-5524 POOL MANAGER | 68,856.74 | 58,481.30 | 26,776.96 | 26,776.96 | 35,113.96 | 62,000.00 | 26,886.04 | 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 | 26,616.22 | 44,453.68 | 42,234.00 | 2,219.68- | 42,234.00 |
| 50-50-5533 LEAD LIFEGUARDS | 101,371.37 | 77,116.74 | 71,284.01 | 58,818.66 | 90,428.07 | 70,100.00 | 20,328.07- | 70,100.00 |
| 50-50-5534 PART-TIME LIFEGUARDS | 201,144.91 | 241,832.34 | 122,632.00 | 106,044.30 | 179,850.81 | 184,417.00 | 4,566.19 | 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 | 38,953.75 | 44,128.09 | 56,701.00 | 12,572.91 | 56,701.00 |
| 50-50-5545 POOL MAINT.WAGE | 36,940.60 | 31,114.71 | 40,811.20 | 34,122.58 | 38,144.42 | 37,307.00 | 837.42- | 37,307.00 |
| 50-50-5550 POOL FILTRATION WAGE | 38,462.26 | 36,934.82 | 44,786.18 | 37,572.58 | 43,000.76 | 37,307.00 | 5,693.76- | 37,307.00 |
| 50-50-5680 PARKS/FACILITIES MAINT MGR | .00 | .00 | .00 | .00 | 507.64 | .00 | 507.64- | 2,000.00 |
| 50-50-5681 PARKS/FACILITIES MAINT OPS | .00 | .00 | .00 | .00 | 273.71 | .00 | 273.71- | 1,000.00 |
| TOTAL SALARIES AND WAGES | 728,303.50 | 683,442.01 | 517,318.22 | 428,317.41 | 607,021.23 | 630,763.00 | 23,741.77 | 639,481.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 50-50-5800 FICA | 55,468.87 | 50,061.44 | 39,420.63 | 32,626.16 | 46,285.05 | 45,530.00 | 755.05- | 45,530.00 |
| 50-50-5810 UNEMPLOYMENT | 2,063.13 | 1,802.37 | 1,417.25 | 1,167.98 | 1,724.43 | 1,814.00 | 89.57 | 1,814.00 |
| 50-50-5830 WORKERS' COMP | 24,758.31 | 36,411.51 | 25,299.38 | 25,299.38 | 25,783.13 | 19,641.00 | 6,142.13- | 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 | 2,130.96 | 1,332.31 | 1,912.00 | 579.69 | 1,912.00 |
| 50-50-5850 EMPLOYEE HEALTH INSURANCE | 50,228.49 | 50,762.45 | 35,291.93 | 32,225.10 | 44,270.88 | 57,467.00 | 13,196.12 | 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 | 1,724.87 | 5,744.94 | 6,046.00 | 301.06 | 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 | 95,310.45 | 125,140.74 | 133,410.00 | 8,269.26 | 139,552.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 4,695.74 | 4,784.36 | 6,732.00 | 1,947.64 | 6,732.00 |
| 50-50-6020 UTILITIES | 66,217.37 | 65,423.02 | 55,680.37 | 45,834.17 | 40,507.06 | 66,950.00 | 26,442.94 | 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 | 21,428.44 | 22,525.69 | 19,240.00 | 3,285.69- | 19,240.00 |
| 50-50-6026 SEWER CHARGE | 10,251.96 | 18,486.00 | 19,205.04 | 17,604.62 | 20,631.16 | 15,250.00 | 5,381.16- | 15,250.00 |
| 50-50-6030 INSURANCE | 6,168.00 | 7,943.52 | 8,235.85 | 8,235.85 | 8,792.80 | 8,832.00 | 39.20 | 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 | 1,220.00 | 4,000.00 | 2,780.00 | 4,000.00 |
| 50-50-6101 PROMOTION | 6,009.00 | 8,287.00 | 2,124.00 | 1,224.00 | 2,978.07 | 5,000.00 | 2,021.93 | 5,000.00 |
| 50-50-6150 BANKCARD CHARGE-VISA/MC | 53,741.64 | 65,045.27 | 34,536.43 | 32,364.18 | 69,111.91 | 43,200.00 | 25,911.91- | 65,045.00 |
| 50-50-6740 INSPECTIONS | .00 | .00 | 3,114.00 | 3,114.00 | .00 | 3,850.00 | 3,850.00 | 3,850.00 |
| TOTAL OVERHEAD | 171,942.61 | 201,519.61 | 154,887.97 | 137,999.69 | 170,551.05 | 173,054.00 | 2,502.95 | 194,899.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PARKS FUND

| | 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 | 3,822.02 | 7,401.03 | 4,800.00 | 2,601.03- | 4,800.00 |
| 50-50-7004 IT CONTRACT LABOR | .00 | 13,127.37 | 6,149.97 | 6,069.97 | 20,565.36 | 6,000.00 | 14,565.36- | 6,000.00 |
| 50-50-7100 SUPPLIES | 18,168.10 | 23,210.96 | 11,710.50 | 10,832.86 | 13,240.10 | 17,000.00 | 3,759.90 | 17,000.00 |
| 50-50-7104 IT SUPPLIES | .00 | 96.24 | 2,229.87 | 2,229.87 | 1,983.12 | 1,500.00 | 483.12- | 1,700.00 |
| 50-50-7120 UNIFORMS | 4,654.69 | 5,004.78 | 3,338.19 | 1,673.07 | 5,550.23 | 5,500.00 | 50.23- | 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 | 10,926.79 | 24,256.67 | 27,000.00 | 2,743.33 | 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 | 2,675.72 | 3,588.64 | 5,500.00 | 1,911.36 | 5,500.00 |
| 50-50-7400 WATER SAMPLE | 47,916.41 | 22,168.34 | 19,957.87 | 17,773.99 | 20,527.23 | 22,000.00 | 1,472.77 | 22,000.00 |
| 50-50-7450 CHEMICALS | 118,243.98 | 89,311.24 | 94,128.11 | 81,421.53 | 71,610.93 | 86,000.00 | 14,389.07 | 86,000.00 |
| 50-50-7470 TOOLS | .00 | 19.99 | .00 | .00 | 478.30 | 750.00 | 271.70 | 750.00 |
| 50-50-7475 FEES | 3,360.00 | 1,480.00 | 1,480.00 | 1,480.00 | 2,428.00 | 3,500.00 | 1,072.00 | 3,500.00 |
| 50-50-7500 FILTRATION MAINTENANCE | 16,034.93 | 30,400.04 | 14,196.29 | 6,982.02 | 16,805.18 | 18,000.00 | 1,194.82 | 18,000.00 |
| 50-50-7720 SAFETY/FIRST AID SUPPLIES | 5,818.50 | 1,575.59 | 1,218.60 | 1,218.60 | 3,660.07 | 3,600.00 | 60.07- | 3,600.00 |
| 50-50-7800 PURCHASES-POOL MERCHANDISE | 300.00 | 210.99 | 4,256.89 | 4,034.44 | 29,808.99 | 15,000.00 | 14,808.99- | 20,000.00 |
| 50-50-7830 OFFICE SUPPLIES | 1,501.49 | 1,689.29 | 360.87 | 360.87 | 2,303.84 | 2,000.00 | 303.84- | 2,000.00 |
| 50-50-7835 COPIER/PRINTER EXPENSE | 864.91 | 1,150.33 | 1,521.71 | 1,448.71 | 1,906.57 | 1,300.00 | 606.57- | 1,800.00 |
| 50-50-7860 TRAINING | 7,581.36 | 11,168.59 | 3,236.50 | 2,036.50 | 2,567.84 | 9,000.00 | 6,432.16 | 9,000.00 |
| 50-50-7862 HIRING COST | 6,686.26 | 13,328.04 | 2,123.20 | 2,123.20 | 17,654.11 | 7,000.00 | 10,654.11- | 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 | 1,045.55 | .00 | 1,045.55- | 146.00 |
| TOTAL OPERATING MAINTENANCE | 378,760.51 | 306,455.20 | 188,370.95 | 158,190.64 | 248,546.72 | 241,950.00 | 6,596.72- | 260,796.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PARKS FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|--|--------------|--------------|--------------|--------------|--------------|--------------|-----------|--------------|
| 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 | 432.38 | 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 | 432.38 | 19,797.19 | 18,800.00 | 997.19- | 28,685.00 |
| DEBT SERVICE: | | | | | | | | |
| 50-50-9540 DEBT SERVICE PRINCIPAL | .00 | .00 | 80,000.00 | 80,000.00 | 85,922.49 | 80,000.00 | 5,922.49- | 80,000.00 |
| 50-50-9545 DEBT SERVICE INTEREST | 114,000.00 | 110,991.67 | 107,966.66 | 107,966.66 | 85,295.82 | 104,800.00 | 19,504.18 | 104,800.00 |
| 50-50-9560 DEBT SERVICE - BOND PRINCIPAL | .00 | .00 | 155,416.70 | 155,000.04 | 146,666.63 | 160,000.00 | 13,333.37 | 160,000.00 |
| 50-50-9565 DEBT SERVICE - BOND INTEREST | 195,625.00 | 192,625.00 | 189,366.74 | 189,625.08 | 170,981.25 | 186,525.00 | 15,543.75 | 182,525.00 |
| TOTAL DEBT SERVICE | 309,625.00 | 303,616.67 | 532,750.10 | 532,591.78 | 488,866.19 | 531,325.00 | 42,458.81 | 527,325.00 |
| TOTAL POOL EXPENSES | 1,729,228.46 | 2,159,366.17 | 1,500,121.46 | 1,352,842.35 | 1,659,923.12 | 1,729,302.00 | 69,378.88 | 1,790,738.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PARKS FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|---|--------------|--------------|-----------|-------------|-------------|-----------|-----------|-------------|
| <u>BOX CANON EXPENSES</u> | | | | | | | | |
| SALARIES AND WAGES: | | | | | | | | |
| 50-51-5012 CITY RESOURCES DIRECTOR | 19,512.45 | 19,562.12 | 22,921.75 | 14,438.25 | 14,908.01 | 16,636.00 | 1,727.99 | 16,636.00 |
| 50-51-5520 CASHIERS | 32,603.61 | 38,471.28 | 29,956.59 | 29,956.59 | 44,481.41 | 49,121.00 | 4,639.59 | 49,121.00 |
| 50-51-5540 CUSTODIAN | 5,543.08 | 5,661.71 | 6,215.24 | 5,305.94 | 5,419.16 | 6,172.00 | 752.84 | 6,172.00 |
| 50-51-5650 EVENT COORDINATOR | 4,385.91 | 4,215.10 | 4,955.30 | 4,247.79 | 1,688.03 | 4,869.00 | 3,180.97 | 4,869.00 |
| 50-51-5680 PARKS/FACILITIES MAINT. MGR. | .00 | .00 | .00 | .00 | 2,600.40 | 5,463.00 | 2,862.60 | 5,463.00 |
| 50-51-5681 PARKS/FACILITIES MAINT OPS | .00 | .00 | .00 | .00 | 547.53 | .00 | 547.53- | .00 |
| TOTAL SALARIES AND WAGES | 62,045.05 | 67,910.21 | 64,048.88 | 53,948.57 | 69,644.54 | 82,261.00 | 12,616.46 | 82,261.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 50-51-5800 FICA | 4,616.04 | 5,228.05 | 4,836.39 | 4,069.51 | 5,220.52 | 6,000.00 | 779.48 | 6,000.00 |
| 50-51-5810 UNEMPLOYMENT | 181.00 | 254.60 | 185.68 | 155.59 | 204.71 | 231.00 | 26.29 | 231.00 |
| 50-51-5830 WORKERS' COMP | 384.75 | 203.01 | 58.28 | 58.28 | 29.29 | 65.00 | 35.71 | 65.00 |
| 50-51-5840 GROUP TERM LIFE INSURANCE | 228.02 | 227.94 | 274.65 | 243.76 | 174.59 | 307.00 | 132.41 | 307.00 |
| 50-51-5850 EMPLOYEE HEALTH INSURANCE | 7,132.17 | 7,687.73 | 8,275.46 | 7,677.12 | 6,735.52 | 10,022.00 | 3,286.48 | 10,022.00 |
| 50-51-5870 PENSION | 701.03 | 798.38 | 1,011.29 | 708.64 | 737.62 | 821.00 | 83.38 | 821.00 |
| TOTAL TAXES & BENEFITS | 13,243.01 | 14,399.71 | 14,641.75 | 12,912.90 | 13,102.25 | 17,446.00 | 4,343.75 | 17,446.00 |
| OVERHEAD: | | | | | | | | |
| 50-51-6010 TELEPHONE / COMMUNICATIONS | .00 | .00 | 41.60 | 31.20 | 114.40 | 150.00 | 35.60 | 150.00 |
| 50-51-6020 UTILITIES | 1,713.19 | 1,478.89 | 1,351.31 | 651.62 | 1,568.11 | 2,500.00 | 931.89 | 1,500.00 |
| 50-51-6024 WATER CHARGE | 889.80 | 999.96 | 1,020.00 | 935.00 | 1,018.05 | 739.00 | 279.05- | 1,111.00 |
| 50-51-6026 SEWER CHARGE | 788.04 | 1,421.52 | 1,476.12 | 1,353.11 | 1,583.12 | 1,159.00 | 424.12- | 1,726.00 |
| 50-51-6030 INSURANCE | 1,092.00 | 1,082.32 | 1,115.64 | 1,115.64 | 1,198.02 | 1,204.00 | 5.98 | 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 | 6,226.88 | 8,921.62 | 4,841.00 | 4,080.62- | 8,000.00 |
| 50-51-6800 CONCESSIONS | 15,722.30 | 14,513.50 | 10,544.05 | 10,544.05 | 24,476.98 | 20,000.00 | 4,476.98- | 25,000.00 |
| TOTAL OVERHEAD | 24,963.18 | 24,906.75 | 22,334.04 | 21,390.00 | 39,415.30 | 31,593.00 | 7,822.30- | 39,691.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PARKS FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|-------------------------------------|--------------|--------------|------------|-------------|-------------|------------|-----------|-------------|
| OPERATING MAINTENANCE: | | | | | | | | |
| 50-51-7000 CONTRACT LABOR | 2,854.88 | 3,460.00 | .00 | .00 | 7,210.00 | 2,400.00 | 4,810.00- | 7,210.00 |
| 50-51-7004 IT CONTRACT LABOR | .00 | 581.88 | 249.89 | 249.89 | 333.62 | .00 | 333.62- | 225.00 |
| 50-51-7100 SUPPLIES | 3,070.64 | 799.54 | 1,433.26 | 1,432.21 | 6,451.69 | 4,000.00 | 2,451.69- | 6,500.00 |
| 50-51-7150 FACILITY MAINTENANCE | 369.84 | 30,933.66 | 2,654.27 | 2,654.27 | 3,227.96 | 8,800.00 | 5,572.04 | 8,800.00 |
| 50-51-7151 TREE MAINTENANCE | .00 | .00 | .00 | .00 | 5,500.00 | .00 | 5,500.00- | .00 |
| 50-51-7155 MAINTENANCE SUPPLIES | 42.05 | .00 | .00 | .00 | 9.47 | 500.00 | 490.53 | 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 | 1,314.67 | 1,383.37 | 2,200.00 | 816.63 | 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 | 8.98 | .00 | .00 | .00 | .00 |
| TOTAL OPERATING MAINTENANCE | 8,739.68 | 38,721.71 | 6,988.24 | 6,934.19 | 24,825.09 | 19,850.00 | 4,975.09- | 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 | 95,185.66 | 161,022.80 | 197,350.00 | 36,327.20 | 215,020.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PARKS FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|--------------------------------------|--------------|--------------|-----------|-------------|-------------|-----------|----------|-------------|
| <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 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PARKS FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|----------------------------------|--------------|--------------|-----------|-------------|-------------|-----------|-----------|-------------|
| <u>GYM EXPENSES</u> | | | | | | | | |
| OVERHEAD: | | | | | | | | |
| 50-53-6020 UTILITIES | 1,475.12 | 1,486.09 | 977.67 | 808.54 | 686.00 | 1,592.00 | 906.00 | 1,000.00 |
| 50-53-6030 INSURANCE | 160.00 | 198.60 | 204.72 | 204.72 | 219.82 | 221.00 | 1.18 | 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 | 1,013.26 | 905.82 | 2,113.00 | 1,207.18 | 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 | 666.19 | 1,200.00 | 533.81 | 1,200.00 |
| 50-53-7150 MAINTENANCE | 274.07 | 1,190.98 | 5,005.11 | 818.11 | 1,892.00 | 800.00 | 1,092.00- | 800.00 |
| TOTAL OPERATING MAINTENANCE | 801.64 | 3,373.27 | 7,176.86 | 2,705.85 | 2,558.19 | 3,000.00 | 441.81 | 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 | 3,719.11 | 3,464.01 | 9,613.00 | 6,148.99 | 9,021.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PARKS FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|--------------------------------------|--------------|--------------|-----------|-------------|-------------|-----------|----------|-------------|
| <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 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PARKS FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|--|--------------|--------------|------------|-------------|-------------|------------|-----------|-------------|
| <u>ADMINISTRATION EXPENSES</u> | | | | | | | | |
| SALARIES AND WAGES: | | | | | | | | |
| 50-57-5002 CITY ADMINISTRATOR | 23,252.09 | 39,441.70 | 43,740.84 | 37,473.57 | 38,445.99 | 40,194.00 | 1,748.01 | 47,600.00 |
| 50-57-5004 FINANCE & ADMIN. DIRECTOR | 20,413.30 | 20,362.38 | 8,114.99 | 5,282.28 | 17,920.72 | 19,999.00 | 2,078.28 | 20,600.00 |
| 50-57-5006 HR MANAGER | 34,772.56 | 34,657.38 | 39,714.83 | 29,383.42 | 30,339.23 | 33,855.00 | 3,515.77 | 35,545.00 |
| 50-57-5008 ADMINISTRATIVE CLERKS | 38,241.43 | 29,315.81 | 31,329.80 | 27,847.84 | 25,634.41 | 36,008.00 | 10,373.59 | 43,112.00 |
| 50-57-5012 COMMUNITY DEVELOPMENT COORD. | .00 | .00 | 6,484.01 | 5,378.42 | 4,975.34 | 7,231.00 | 2,255.66 | 7,593.00 |
| TOTAL SALARIES AND WAGES | 116,679.38 | 123,777.27 | 129,384.47 | 105,365.53 | 117,315.69 | 137,287.00 | 19,971.31 | 154,450.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 50-57-5800 FICA | 8,410.37 | 9,008.28 | 9,604.74 | 7,788.57 | 8,764.23 | 9,921.00 | 1,156.77 | 9,921.00 |
| 50-57-5810 UNEMPLOYMENT | 329.86 | 333.69 | 376.71 | 305.48 | 343.74 | 390.00 | 46.26 | 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 | 893.77 | 890.86 | 1,400.00 | 509.14 | 1,400.00 |
| 50-57-5850 EMPLOYEE HEALTH INSURANCE | 22,247.13 | 27,804.01 | 25,441.59 | 23,585.82 | 25,458.39 | 34,598.00 | 9,139.61 | 34,598.00 |
| 50-57-5870 PENSION | 2,997.25 | 3,024.24 | 3,372.57 | 2,806.73 | 3,378.57 | 3,893.00 | 514.43 | 3,893.00 |
| TOTAL TAXES & BENEFITS | 35,047.17 | 41,368.15 | 39,775.87 | 35,380.37 | 38,825.09 | 50,202.00 | 11,376.91 | 50,202.00 |
| OPERATING MAINTENANCE: | | | | | | | | |
| 50-57-7000 CONTRACT LABOR | 21,548.49 | 13,705.11 | 11,567.68 | 10,662.44 | 4,369.18 | 7,000.00 | 2,630.82 | 7,000.00 |
| 50-57-7025 LEGAL FEES | .00 | .00 | 300.00 | 100.00 | 2,996.00 | 1,500.00 | 1,496.00- | 1,500.00 |
| 50-57-7804 IT SOFTWARE AND SUBSCRIPTIONS | .00 | .00 | .00 | .00 | 133.40 | .00 | 133.40- | .00 |
| TOTAL OPERATING MAINTENANCE | 21,548.49 | 13,705.11 | 11,867.68 | 10,762.44 | 7,498.58 | 8,500.00 | 1,001.42 | 8,500.00 |
| TOTAL ADMINISTRATION EXPENSES | 173,275.04 | 178,850.53 | 181,028.02 | 151,508.34 | 163,639.36 | 195,989.00 | 32,349.64 | 213,152.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 10,200.00 | 4,707.50 | .00 | 4,707.50- | .00 |
| TOTAL OPERATING MAINTENANCE | .00 | 2,848.00 | 10,200.00 | 10,200.00 | 4,707.50 | .00 | 4,707.50- | .00 |
| TOTAL ICE PARK EXPENSES | .00 | 2,848.00 | 10,200.00 | 10,200.00 | 4,707.50 | .00 | 4,707.50- | .00 |
| TOTAL FUND EXPENDITURES | 2,447,403.23 | 2,493,429.78 | 1,807,721.64 | 1,613,455.46 | 1,992,756.79 | 2,140,754.00 | 147,997.21 | 2,227,931.00 |
| NET REVENUE OVER EXPENDITURES | 77,305.98- | 244,933.42 | 502,589.27- | 379,743.61- | 457,364.49 | 300,784.00- | 758,148.49- | 2,838,082.28- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 11 MONTHS ENDING NOVEMBER 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 11 MONTHS ENDING NOVEMBER 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 | 426,082.88 | 600,251.17 | 333,774.00 | (266,477.17) | 266 |
| 60-40-4050 | DONATIONS | .00 | .00 | 265.48 | 265.48 | 658.00 | .00 | (658.00) | 658 |
| | TOTAL REVENUE | 246,260.38 | 415,882.44 | 444,019.90 | 426,348.36 | 600,909.17 | 333,774.00 | (267,135.17) | 267 |
| | TOTAL FUND REVENUE | 246,260.38 | 415,882.44 | 444,019.90 | 426,348.36 | 600,909.17 | 333,774.00 | (267,135.17) | 267 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 21,690.81 | .00 | 21,690.81- | 35,000.00 |
| TOTAL SALARIES AND WAGES | .00 | .00 | .00 | .00 | 21,690.81 | .00 | 21,690.81- | 35,000.00 |
| TAXES & BENEFITS: | | | | | | | | |
| 60-50-5800 FICA | .00 | .00 | .00 | .00 | 1,659.37 | .00 | 1,659.37- | 2,676.00 |
| 60-50-5810 UNEMPLOYMENT | .00 | .00 | .00 | .00 | 65.08 | .00 | 65.08- | 105.00 |
| TOTAL TAXES & BENEFITS | .00 | .00 | .00 | .00 | 1,724.45 | .00 | 1,724.45- | 2,781.00 |
| OVERHEAD: | | | | | | | | |
| 60-50-6010 TELEPHONE / COMMUNICATIONS | .00 | .00 | .00 | .00 | 328.56 | .00 | 328.56- | 400.00 |
| TOTAL OVERHEAD | .00 | .00 | .00 | .00 | 328.56 | .00 | 328.56- | 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 | 110,629.75 | 96,905.93 | 148,055.00 | 51,149.07 | 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 | 44,881.80 | 17,695.34 | 50,000.00 | 32,304.66 | 21,200.00 |
| 60-50-7721 VISITOR CENTER MAINTENANCE | .00 | .00 | 278.19 | 278.19 | 35,545.00 | 2,000.00 | 33,545.00- | 41,652.00 |
| 60-50-7740 WAY-FINDING PROJECT | .00 | .00 | .00 | .00 | 353.12 | 30,000.00 | 29,646.88 | 30,000.00 |
| 60-50-7741 SIDEWALK REPLACEMENT PROJECT | .00 | .00 | .00 | .00 | 6,103.75 | .00 | 6,103.75- | .00 |
| 60-50-7862 VC HIRING COSTS | .00 | .00 | .00 | .00 | 341.00 | .00 | 341.00- | 400.00 |
| TOTAL OPERATING MAINTENANCE | 218,833.00 | 415,521.00 | 204,125.90 | 155,789.74 | 212,329.74 | 270,055.00 | 57,725.26 | 268,554.00 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

TOURISM FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PTYD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | CY ESTIMATE |
|-------------------------------------|--------------|--------------|------------|-------------|-------------|------------|-------------|-------------|
| 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 |
| TOTAL TOURISM EXPENSES | 218,833.00 | 415,521.00 | 204,125.90 | 155,789.74 | 237,471.38 | 270,055.00 | 32,583.62 | 308,133.00 |
| TOTAL FUND EXPENDITURES | 218,833.00 | 415,521.00 | 204,125.90 | 155,789.74 | 237,471.38 | 270,055.00 | 32,583.62 | 308,133.00 |
| NET REVENUE OVER EXPENDITURES | 27,427.38 | 361.44 | 239,894.00 | 270,558.62 | 363,437.79 | 63,719.00 | 299,718.79- | 575,268.17- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

BEAUTIFICATION FUND

| | | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PYTD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | |
|-----------------------------|---------------------------|--------------|--------------|-----------|-------------|-------------|-----------|--------------|-----|
| <u>TAXES & INTEREST</u> | | | | | | | | | |
| 65-40-4000 | LODGING OCCUPATION TAX BC | 33,696.14 | 56,847.93 | 60,657.09 | 58,241.55 | 82,048.73 | 35,000.00 | (47,048.73) | 470 |
| 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 | 58,997.63 | 82,164.31 | 35,950.00 | (46,214.31) | 462 |
| <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 | 2,295.00 | 3,146.00 | 3,550.00 | 404.00 | 404 |
| | TOTAL GRANTS/DONATIONS | 5,155.66 | 3,007.00 | 2,295.00 | 2,295.00 | 3,146.00 | 3,550.00 | 404.00 | 404 |
| | TOTAL FUND REVENUE | 39,161.98 | 61,306.33 | 63,794.15 | 61,292.63 | 85,310.31 | 39,500.00 | (45,810.31) | 458 |

CITY OF OURAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 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 | 501.32 | 2,790.26 | 14,000.00 | 11,209.74 | 1,000.00 |
| 65-50-7720 SEASONAL DECORATIONS | 765.72 | 1,222.01 | 1,091.84 | 1,091.84 | 1,357.69 | 4,000.00 | 2,642.31 | 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 | 42,156.99 | 50,360.42 | 43,595.00 | 6,765.42- | 45,000.00 |
| TOTAL OPERATING MAINTENANCE | 62,484.64 | 35,031.55 | 51,253.88 | 51,253.88 | 71,141.36 | 69,895.00 | 1,246.36- | 63,133.00 |
| TOTAL BEAUTIFICATION EXPENSES | 62,484.64 | 35,031.55 | 51,253.88 | 51,253.88 | 71,141.36 | 69,895.00 | 1,246.36- | 63,133.00 |
| TOTAL FUND EXPENDITURES | 62,484.64 | 35,031.55 | 51,253.88 | 51,253.88 | 71,141.36 | 69,895.00 | 1,246.36- | 63,133.00 |
| NET REVENUE OVER EXPENDITURES | 23,322.66- | 26,274.78 | 12,540.27 | 10,038.75 | 14,168.95 | 30,395.00- | 44,563.95- | 108,943.31- |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

CONSERVATION TRUST FUND

| | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PYTD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | |
|-------------------------------------|--------------|--------------|-----------|-------------|-------------|-----------|----------|-----|
| <u>STATE REVENUE & 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 11 MONTHS ENDING NOVEMBER 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 | 5,492.78 | 85,000.00 | 79,507.22 | .00 |
| TOTAL CAPITAL EXPENDITURES | .00 | .00 | .00 | .00 | 5,492.78 | 85,000.00 | 79,507.22 | .00 |
| TOTAL CONSERVATION TRUST EXPENSES | .00 | .00 | .00 | .00 | 5,492.78 | 85,000.00 | 79,507.22 | .00 |
| TOTAL FUND EXPENDITURES | .00 | .00 | .00 | .00 | 5,492.78 | 85,000.00 | 79,507.22 | .00 |
| NET REVENUE OVER EXPENDITURES | 10,692.44 | 13,774.21 | 11,572.94 | 8,725.42 | 4,148.30 | 74,700.00- | 78,848.30- | 658.92 |

CITY OF OURAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

FIREMEN'S PENSION FUND

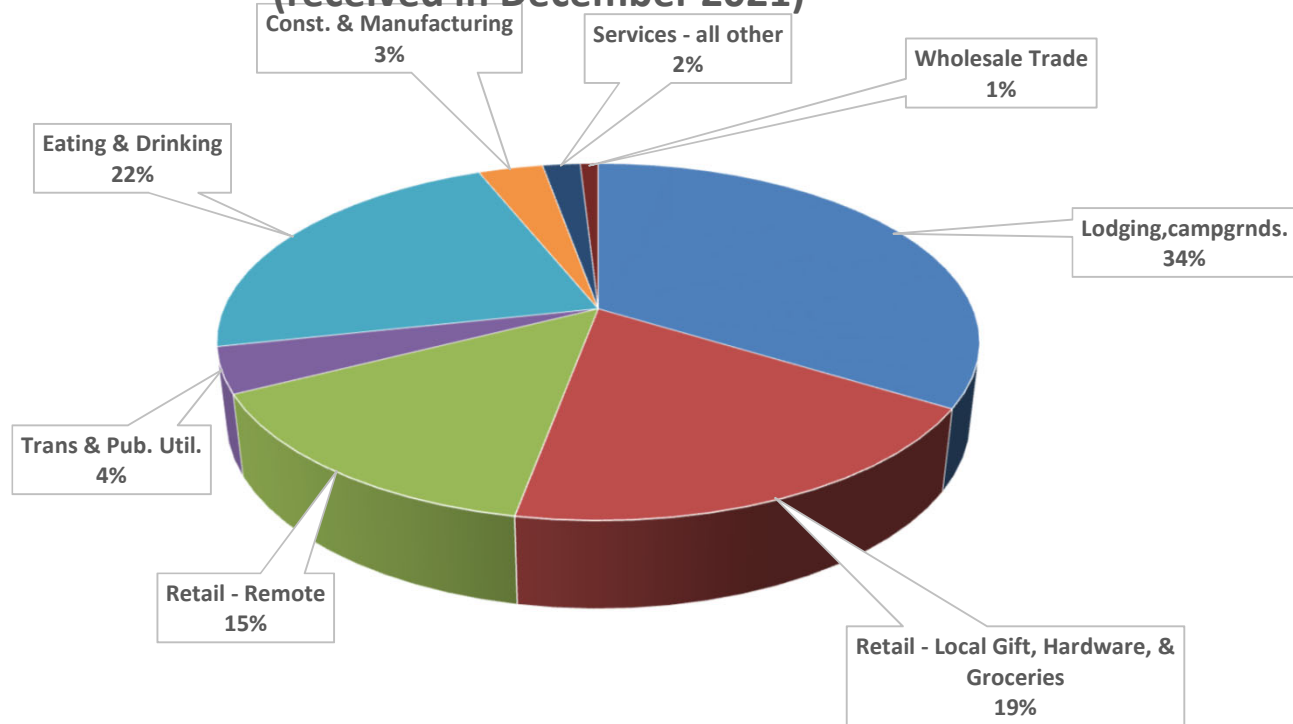
| | | PY 3 AUDITED | PY 2 AUDITED | PY ACTUAL | PYTD ACTUAL | CYTD ACTUAL | CY BUDGET | VARIANCE | |
|------------|-------------------------------------|--------------|--------------|------------|-------------|-------------|-----------|--------------|-----|
| | <u>CONTRIBUTIONS & EARNINGS</u> | | | | | | | | |
| 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 11 MONTHS ENDING NOVEMBER 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- |

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

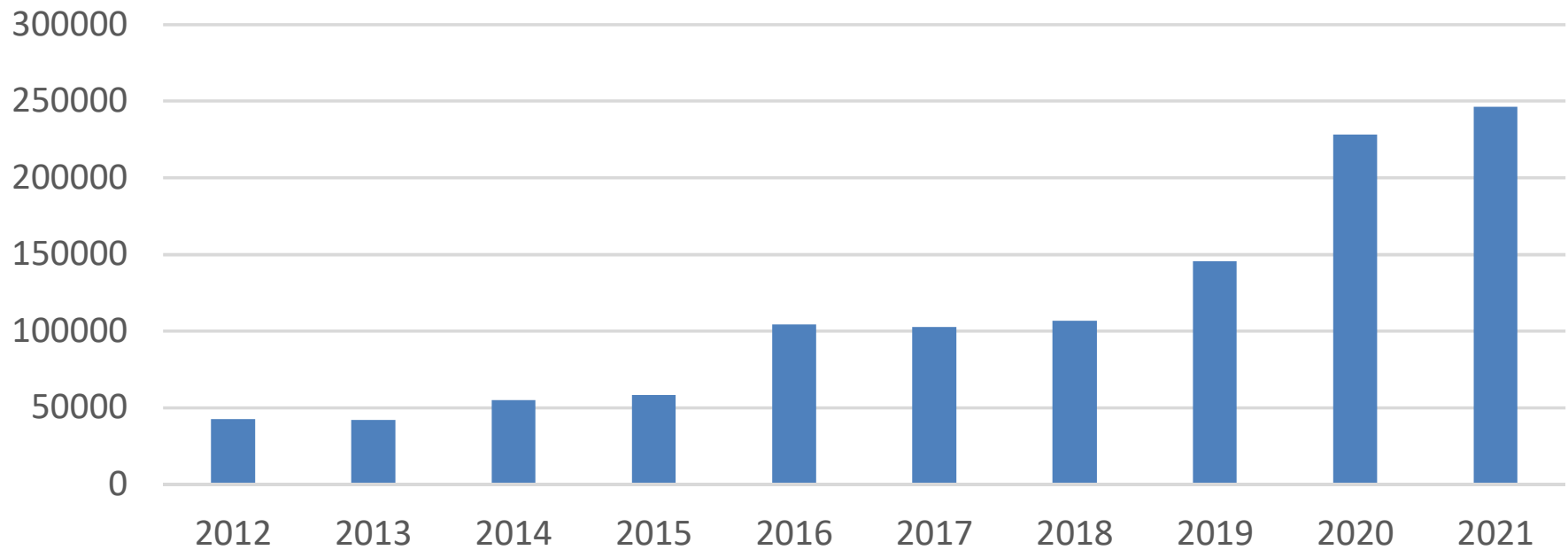


CITY OF OURAY
2021 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

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

| 2021 SALES TAX REVENUES BY BUSINESS CATEGORY | | | | | | |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (1) Funds received by City in: July (mostly re: May) | | | | | | |
| Business Category | January | February | March | April | May | June |
| Lodging, campgrnds. | \$ 26,010.45 | \$ 36,995.90 | \$ 44,754.54 | \$ 37,873.92 | \$ 48,534.91 | \$ 33,563.58 |
| Retail - Local Gift, Hardware, & Groce | \$ 21,286.27 | \$ 32,966.65 | \$ 25,734.23 | \$ 23,627.21 | 26,260.20 | \$ 21,834.25 |
| Retail - Remote | \$ 22,394.45 | \$ 26,286.38 | \$ 25,877.98 | \$ 24,933.67 | 24,375.70 | \$ 28,992.24 |
| Trans & Pub. Util. | 8,743.59 | 11,494.47 | 13,382.39 | 12,631.99 | 10,842.03 | 9,972.94 |
| Eating & Drinking | 21,469.16 | 26,647.64 | 27,495.58 | 31,787.40 | 29,519.40 | 24,070.59 |
| Const. & Manufacturing | 651.34 | 1,830.76 | 747.51 | 2,448.18 | 3,471.97 | 8,061.11 |
| Services - all other | 1,978.85 | 2,282.00 | 2,341.32 | 1,615.88 | 2,152.63 | 1,836.37 |
| Wholesale Trade | 755.57 | 1,551.93 | 2,516.98 | 1,658.85 | 1,879.52 | 2,535.90 |
| TOTAL | \$ 103,289.68 | \$ 140,055.73 | \$ 142,850.53 | \$ 136,577.10 | \$ 147,036.36 | \$ 130,866.98 |
| Business Category | July | August | September | October | November | December |
| Lodging, campgrnds. | \$ 56,492.71 | \$ 129,779.20 | \$ 161,952.13 | \$ 146,955.16 | \$ 130,738.33 | \$ 83,330.92 |
| Retail - Local Gift, Hardware, & Groce | \$ 40,357.99 | \$ 80,564.94 | \$ 97,886.15 | \$ 80,276.84 | \$ 80,093.33 | \$ 47,181.38 |
| Retail - Remote | \$ 30,247.14 | \$ 40,279.62 | \$ 39,290.50 | \$ 32,909.96 | \$ 32,340.40 | \$ 35,950.44 |
| Trans & Pub. Util. | 9,398.81 | 8,758.71 | 8,917.35 | 9,801.30 | 8,242.30 | 10,173.87 |
| Eating & Drinking | 44,326.91 | 77,486.17 | 73,214.65 | 97,394.71 | 75,580.05 | 55,002.56 |
| Const. & Manufacturing | 10,093.17 | 8,930.58 | 2,022.14 | 5,742.48 | 10,695.07 | 8,070.28 |
| Services - all other | 3,791.61 | 15,429.77 | 21,820.16 | 19,109.10 | 13,246.95 | 4,694.21 |
| Wholesale Trade | 3,091.53 | 4,394.10 | 3,970.04 | 2,501.69 | 2,602.32 | 2,248.92 |
| TOTAL | \$ 197,799.87 | \$ 365,623.09 | \$ 409,073.12 | \$ 394,691.24 | \$ 353,538.75 | \$ 246,652.58 |
| | | | | | | Year-to-date |
| | | | | | | \$ 936,981.75 |
| | | | | | | \$ 578,069.44 |
| | | | | | | \$ 363,878.48 |
| | | | | | | 122,359.75 |
| | | | | | | 583,994.82 |
| | | | | | | 62,764.59 |
| | | | | | | 90,298.85 |
| | | | | | | 29,707.35 |
| | | | | | | |
| | | | | | | \$ 2,768,055.03 |

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



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

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

SALES TAX REVENUES BY BUSINESS CATEGORY

| Business Category | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|--|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Lodging, campgrnds. | \$ 11,821.63 | \$ 13,786.00 | \$ 16,283.71 | \$ 20,381.63 | \$ 29,296.96 | \$ 31,230.66 | \$ 42,021.27 | \$ 48,195.15 | \$ 87,070.66 | \$ 83,330.92 |
| Retail - Local Gift, Hardware, & Groceries | | | | | | | | 30,173.17 | 47,075.84 | \$ 47,181.38 |
| Retail - Remote | | | | | | | | 16,556.51 | 29,939.39 | \$ 35,950.44 |
| Retail - groceries, liquor, candy, hardw | 7,307.90 | 9,659.66 | 6,490.67 | 7,664.93 | 15,830.84 | 16,521.19 | 17,706.67 | | | |
| Retail - gift, souvenir, variety, books | 4,484.00 | 4,673.10 | 4,983.77 | 5,600.12 | 7,186.97 | 7,462.21 | 8,003.92 | | | |
| Trans & Pub. Util. | 5,453.34 | 6,204.67 | 5,099.89 | 4,749.64 | 6,711.11 | 6,752.70 | 6,715.53 | 8,398.51 | 8,475.92 | 10,173.87 |
| Eating & Drinking | 7,088.00 | 7,883.34 | 8,832.99 | 12,861.76 | 32,212.68 | 24,686.33 | 18,839.39 | 33,855.23 | 44,338.22 | 55,002.56 |
| Const. & Manufacturing | 3,004.17 | 2,636.91 | 2,859.91 | 4,550.30 | 9,004.27 | 8,550.56 | 9,873.94 | 4,772.80 | 2,198.85 | 8,070.28 |
| Services - all other | 2,195.75 | 1,143.46 | 702.88 | 1,480.01 | 2,457.56 | 2,995.07 | 2,430.09 | 1,704.33 | 6,773.69 | 4,694.21 |
| Finance, Ins. Real Estate | 1,065.27 | (4,281.20) | 1,892.88 | 948.39 | 1,423.95 | 4,303.53 | 854.50 | | | |
| Wholesale Trade | 48.65 | 167.72 | 223.84 | 60.00 | 112.13 | 186.47 | 203.55 | 1,862.85 | 2,385.45 | 2,248.92 |
| Mining | - | - | - | - | - | - | - | - | - | - |
| All Other | 259.35 | - | 7,613.55 | 2.85 | | | | | | |
| TOTAL | \$ 42,728.06 | \$ 41,873.66 | \$ 54,984.09 | \$ 58,299.63 | \$ 104,236.47 | \$ 102,688.72 | \$ 106,648.86 | \$ 145,518.55 | \$ 228,258.02 | \$ 246,652.58 |

\$14,127.90
out-of-period \$5,930.34
out-of-period \$15,345.03
out-of-period \$21,715.28
out-of-period

Year to Date Sales Tax Comparison

Percentage Change
from 2020

| | | |
|-----------------------|-----------------|-----|
| October 2020 Activity | \$ 228,258.02 | |
| October 2021 Activity | \$ 246,652.58 | 8% |
| Jan-Oct 2020 | \$ 1,833,952.33 | |
| Jan-Oct 2021 | \$ 2,524,709.62 | 38% |

Ouray Lodging Occ. Tax Collection Summary

| ROOMS | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 21 VS 20 |
|-------------|-------|-------|-------|-------|--------|--------|--------|--------|--------|--------|-----------|
| Month | | | | | | | | | | | |
| January | 4452 | 4343 | 4349 | 5712 | 5826 | 5113 | 5782 | 6196 | 6245 | 5936 | -4.95% |
| February | 3446 | 3673 | 3874 | 4816 | 5226 | 4509 | 5085 | 5593 | 4641 | 7189 | 54.90% |
| March | 2975 | 2746 | 2949 | 3394 | 3638 | 3499 | 4763 | 4152 | 1952 | 6993 | 258.25% |
| April | 1912 | 1661 | 1836 | 2236 | 2660 | 2411 | 3080 | 2857 | 32 | 4941 | 15340.63% |
| May | 4914 | 4248 | 4149 | 5047 | 5850 | 5939 | 7396 | 7894 | 3111 | 11093 | 256.57% |
| June | 10282 | 10971 | 10718 | 12015 | 13521 | 14494 | 14578 | 15026 | 12736 | 17520 | 37.56% |
| July | 16781 | 16285 | 17248 | 19171 | 19960 | 20248 | 19802 | 19482 | 20444 | 20509 | 0.32% |
| August | 14672 | 13688 | 15198 | 16477 | 16949 | 17344 | 17613 | 18629 | 16919 | 19514 | 15.34% |
| September | 12361 | 12004 | 13377 | 15478 | 16149 | 16526 | 17743 | 18498 | 17564 | 13517 | -23.04% |
| October | 4876 | 5825 | 6450 | 7937 | 7691 | 7762 | 7462 | 9407 | 12877 | 10097 | -21.59% |
| November | 1709 | 2084 | 1936 | 2141 | 2113 | 2674 | 2856 | 3237 | 3864 | | |
| December | 2805 | 3589 | 3696 | 3656 | 3382 | 4226 | 5038 | 4268 | 5153 | | |
| | | | | | | | | | | | |
| Total Rooms | 81185 | 81117 | 85780 | 98080 | 102965 | 104745 | 111198 | 115239 | 105538 | 117309 | |

| DOLLARS | | | | | | | | | | | |
|---------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| January | \$11,755 | \$11,729 | \$11,848 | \$15,867 | \$15,819 | \$13,795 | \$16,294 | \$22,444 | \$25,204 | \$27,107 | 7.55% |
| February | \$8,855 | \$9,749 | \$10,430 | \$12,468 | \$13,908 | \$12,648 | \$14,021 | \$19,580 | \$18,464 | \$28,191 | 52.68% |
| March | \$7,792 | \$7,260 | \$7,945 | \$9,240 | \$9,505 | \$9,529 | \$12,884 | \$14,526 | \$6,834 | \$27,858 | 307.64% |
| April | \$4,974 | \$4,475 | \$4,975 | \$5,701 | \$6,633 | \$6,294 | \$8,090 | \$8,312 | \$107 | \$18,324 | 17104.05% |
| May | \$13,131 | \$11,738 | \$11,357 | \$13,876 | \$15,372 | \$15,734 | \$19,031 | \$22,068 | \$7,922 | \$41,033 | 417.94% |
| June | \$26,440 | \$28,572 | \$28,419 | \$31,431 | \$34,498 | \$36,654 | \$36,236 | \$62,392 | \$51,634 | \$100,852 | 95.32% |
| July | \$43,054 | \$42,369 | \$44,740 | \$47,884 | \$49,767 | \$50,344 | \$49,371 | \$110,244 | \$114,230 | \$138,864 | 21.57% |
| August | \$34,737 | \$35,708 | \$40,035 | \$41,643 | \$41,801 | \$42,090 | \$43,236 | \$90,952 | \$92,809 | \$118,586 | 27.77% |
| September | \$33,413 | \$32,326 | \$35,960 | \$40,336 | \$41,704 | \$41,965 | \$44,480 | \$79,505 | \$93,050 | \$98,575 | 5.94% |
| October | \$13,309 | \$15,848 | \$17,556 | \$21,385 | \$20,717 | \$20,355 | \$19,711 | \$37,511 | \$60,690 | \$54,281 | -10.56% |
| November | \$4,261 | \$5,348 | \$5,092 | \$5,136 | \$5,802 | \$7,079 | \$7,000 | \$10,367 | \$15,399 | | |
| December | \$7,617 | \$9,816 | \$9,918 | \$9,571 | \$9,590 | \$11,882 | \$13,622 | \$17,593 | \$24,892 | | |
| | | | | | | | | | | | |
| Total Dollars | \$209,338 | \$214,938 | \$228,275 | \$254,538 | \$265,116 | \$268,369 | \$283,976 | \$495,494 | \$511,234 | \$653,671 | |

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

OURAY LODGING OCCUPANCY TRENDS

Based on Lodging Occupation Tax Collections

| | 2019 | | | | 2020 | | | | 2021 | | | |
|-----------|---------------------------|--------|-------|--------|---------------------------|--------|-------|--------|---------------------------|--------|-------|--------|
| | Avail. | Rooms | | Exempt | Avail. | Rooms | | Exempt | Avail. | Rooms | | Exempt |
| | Rooms | Rented | Occ.% | Rooms | Rooms | Rented | Occ.% | Rooms | Rooms | Rented | Occ.% | Rooms |
| | + RVs, Unfurnished Cabins | | | | + RVs, Unfurnished Cabins | | | | + RVs, Unfurnished Cabins | | | |
| January | 19378 | 6196 | 32.0% | 387 | 19301 | 6245 | 32.4% | 61 | 16357 | 5936 | 36.3% | 61 |
| February | 17556 | 5593 | 31.9% | 287 | 15753 | 4641 | 29.5% | 103 | 17752 | 7189 | 40.5% | 209 |
| March | 18409 | 4152 | 22.6% | 388 | 13973 | 1952 | 14.0% | 18 | 18804 | 6993 | 37.2% | 364 |
| April | 18291 | 2857 | 15.6% | 247 | 42 | 32 | 76.2% | 10 | 16716 | 4941 | 29.6% | 191 |
| May | 22770 | 7894 | 34.7% | 334 | 12725 | 3111 | 24.4% | 29 | 20240 | 11093 | 54.8% | 213 |
| June | 21708 | 15026 | 69.2% | 302 | 21195 | 12736 | 60.1% | 28 | 21576 | 17520 | 81.2% | 88 |
| July | 22944 | 19482 | 84.9% | 452 | 22744 | 20444 | 89.9% | 654 | 22375 | 20509 | 91.7% | 121 |
| August | 24090 | 18629 | 77.3% | 465 | 18745 | 16919 | 90.3% | 10 | 21990 | 19514 | 88.7% | 215 |
| September | 22482 | 18498 | 82.3% | 493 | 20654 | 17564 | 85.0% | 30 | 19088 | 13517 | 70.8% | 209 |
| October | 21554 | 9407 | 43.6% | 307 | 19127 | 12877 | 67.3% | 18 | 15484 | 10097 | 65.2% | 95 |
| November | 17290 | 3237 | 18.7% | 184 | 13475 | 3864 | 28.7% | 40 | | | | |
| December | 18825 | 4268 | 22.7% | 170 | 16609 | 5153 | 31.0% | 107 | | | | |
| Total | 245297 | 115239 | 47.0% | 4016 | 194343 | 105538 | 54.3% | 1108 | 190382 | 117309 | 61.6% | 1766 |

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

"Exempt Rooms" columns are for memo purposes only.

2021 Lodging Occupation Tax, By Business Category

| AVAILABLE ROOMS | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----|-----|---------|
| Hotel, Motel | 12,792 | 12,305 | 13,127 | 11,062 | 13,689 | 14,940 | 13,960 | 12,297 | 12,935 | 11,264 | | | 128,371 |
| Bed and Breakfast | 649 | 500 | 841 | 403 | 570 | 660 | 868 | 673 | 1,420 | 390 | | | 6,974 |
| House, Townhouse, Condo (1) | 2,885 | 2,384 | 2,224 | 2,761 | 1,393 | 1,536 | 5,532 | 4,432 | 2,783 | 2,790 | | | 28,720 |
| RV Space, Unfurnished Cabin | 31 | 2,563 | 2,612 | 2,490 | 4,588 | 4,440 | 2,015 | 4,588 | 1,950 | 1,040 | | | 26,317 |
| | | | | | | | | | | | | | |
| Total Rooms | 16,357 | 17,752 | 18,804 | 16,716 | 20,240 | 21,576 | 22,375 | 21,990 | 19,088 | 15,484 | - | - | 190,382 |

| ROOMS RENTED | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-----------------------------|-------|-------|-------|-------|--------|--------|--------|--------|--------|--------|-----|-----|---------|
| Hotel, Motel | 4,936 | 5,690 | 5,092 | 3,715 | 7,126 | 12,753 | 13,132 | 11,121 | 10,642 | 7,621 | | | 81,828 |
| Bed and Breakfast | 167 | 94 | 562 | 92 | 150 | 609 | 864 | 647 | 1,376 | 236 | | | 4,797 |
| House, Townhouse, Condo (1) | 803 | 795 | 705 | 572 | 620 | 1,026 | 4,498 | 3,406 | 1,499 | 1,200 | | | 15,124 |
| RV Space, Unfurnished Cabin | 30 | 610 | 634 | 562 | 3,197 | 3,132 | 2,015 | 4,340 | - | 1,040 | | | 15,560 |
| | | | | | | | | | | | | | |
| Total Rooms | 5,936 | 7,189 | 6,993 | 4,941 | 11,093 | 17,520 | 20,509 | 19,514 | 13,517 | 10,097 | - | - | 117,309 |

| DOLLARS | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|--------------|--------------|------|------|---------------|
| Hotel, Motel | \$ 19,609.98 | \$ 21,761.77 | \$ 20,094.21 | \$ 14,413.41 | \$ 32,428.13 | \$ 77,758.76 | \$ 98,565.74 | \$ 74,536.47 | \$ 71,592.56 | \$ 39,997.82 | | | \$ 470,758.85 |
| Bed and Breakfast | \$ 1,008.24 | \$ 493.53 | \$ 2,311.55 | \$ 564.93 | \$ 1,684.98 | \$ 3,998.57 | \$ 5,406.54 | \$ 4,360.89 | \$ 8,503.44 | \$ 1,404.00 | | | \$ 29,736.67 |
| House, Townhouse, Condo (1) | \$ 6,428.74 | \$ 5,278.71 | \$ 4,387.48 | \$ 2,923.34 | \$ 3,269.59 | \$ 10,669.08 | \$ 32,204.63 | \$ 29,729.45 | \$ 15,726.36 | \$ 10,724.86 | | | \$ 121,342.24 |
| RV Space, Unfurnished Cabin | \$ 59.85 | \$ 656.86 | \$ 1,064.41 | \$ 422.35 | \$ 3,650.42 | \$ 8,425.81 | \$ 2,687.53 | \$ 9,959.12 | \$ 2,752.82 | \$ 2,153.97 | \$ - | \$ - | \$ 31,833.14 |
| | | | | | | | | | | | | | |
| Total Dollars | \$ 27,106.81 | \$ 28,190.87 | \$ 27,857.65 | \$ 18,324.03 | \$ 41,033.12 | \$ 100,852.22 | \$ 138,864.44 | \$ 118,585.93 | \$ 98,575.18 | \$ 54,280.65 | \$ - | \$ - | \$ 653,670.90 |

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

Data represents rooms for month in which lodging activity occurred.

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

"Rooms Rented" columns includes exempt rooms.

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

(Source: Point of Sale Software)

| VISITORS | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | % change from 2020 |
|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|----------------|-----------------------|
| January | 7,417 | 7,639 | 7,496 | 9,160 | 9,287 | 36 | 9,392 | 8,553 | 8,149 | 4,961 | -39.12% |
| February | 6,563 | 6,380 | 6,177 | 7,158 | 9,095 | 13 | 7,342 | 5,970 | 7,836 | 4,824 | -38.44% |
| March | 8,322 | 8,367 | 7,832 | 10,045 | 10,087 | 58 | 10,468 | 9,118 | 3,638 | 7,697 | 111.57% |
| April | 4,756 | 5,056 | 4,277 | 5,691 | 6,195 | 16 | 7,048 | 5,481 | - | 7,104 | |
| May | 9,546 | 10,407 | 10,040 | 11,798 | 12,065 | 2,984 | 13,346 | 11,397 | - | 11,580 | |
| June | 16,753 | 18,494 | 18,294 | 20,970 | 22,404 | 18,175 | 24,764 | 24,525 | 1,540 | 25,977 | 1586.82% |
| July | 26,005 | 30,652 | 29,009 | 32,485 | 36,116 | 37,483 | 35,943 | 36,986 | 6,416 | 30,994 | 383.07% |
| August | 17,463 | 18,875 | 21,625 | 22,377 | 22,353 | 25,486 | 23,936 | 23,274 | 12,622 | 22,179 | 75.72% |
| September | 11,496 | 10,825 | 10,617 | 14,334 | 9,258 | 16,065 | 16,397 | 14,833 | 11,946 | 13,612 | 13.95% |
| October | 5,419 | 5,741 | 6,473 | 7,360 | 62 | 9,834 | 8,771 | 9,596 | 10,699 | 9,368 | -12.44% |
| November | 5,460 | 6,052 | 6,576 | 6,878 | 49 | 7,077 | 7,043 | 6,920 | 4,644 | 6,782 | 46.04% |
| December | 6,512 | 7,117 | 7,158 | 7,646 | 47 | 10,753 | 9,046 | 8,174 | 4,439 | | |
| TOTAL YEAR | 125,712 | 135,605 | 135,574 | 155,902 | 137,018 | 127,980 | 173,496 | 164,827 | 71,929 | 145,078 | |

| REVENUE | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | % change from 2020 |
|-------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|----------------------|------------------------|-----------------------|
| January | \$ 63,665.75 | \$ 69,592.57 | \$ 70,853.78 | \$ 84,848.13 | \$ 85,983.09 | \$ 2,189.00 | \$ 89,885.46 | \$ 95,701.53 | \$ 99,306.81 | \$ 66,989.85 | -32.54% |
| February | \$ 53,489.36 | \$ 53,942.51 | \$ 58,070.40 | \$ 62,350.28 | \$ 78,569.69 | \$ 724.00 | \$ 70,970.13 | \$ 65,918.59 | \$ 97,215.12 | \$ 61,086.55 | -37.16% |
| March | \$ 68,778.92 | \$ 71,253.08 | \$ 73,228.30 | \$ 92,289.88 | \$ 84,745.80 | \$ 1,012.00 | \$ 102,232.15 | \$ 108,526.39 | \$ 47,810.30 | \$ 106,419.45 | 122.59% |
| April | \$ 39,091.23 | \$ 40,718.09 | \$ 35,578.60 | \$ 50,940.75 | \$ 52,112.54 | \$ 2,234.00 | \$ 72,957.12 | \$ 62,025.47 | \$ - | \$ 98,819.49 | |
| May | \$ 83,176.16 | \$ 92,099.46 | \$ 90,214.50 | \$ 109,383.77 | \$ 108,047.29 | \$ 123,474.60 | \$ 155,881.40 | \$ 138,237.34 | \$ - | \$ 162,720.12 | |
| June | \$ 168,218.99 | \$ 184,665.49 | \$ 175,517.27 | \$ 186,061.57 | \$ 211,853.56 | \$ 166,974.02 | \$ 317,542.31 | \$ 311,093.17 | \$ 19,273.04 | \$ 352,538.72 | 1729.18% |
| July | \$ 248,316.40 | \$ 273,929.96 | \$ 278,448.14 | \$ 300,620.51 | \$ 332,026.16 | \$ 479,802.39 | \$ 455,519.84 | \$ 474,330.32 | \$ 74,169.01 | \$ 428,489.09 | 477.72% |
| August | \$ 164,396.17 | \$ 169,419.68 | \$ 196,542.94 | \$ 194,321.61 | \$ 198,465.34 | \$ 326,151.96 | \$ 308,882.04 | \$ 295,953.46 | \$ 165,977.58 | \$ 312,872.14 | 88.50% |
| September | \$ 104,059.16 | \$ 90,904.86 | \$ 93,619.70 | \$ 127,909.15 | \$ 80,149.87 | \$ 184,807.92 | \$ 200,777.07 | \$ 188,131.33 | \$ 158,666.78 | \$ 186,412.51 | 17.49% |
| October | \$ 47,989.45 | \$ 51,079.71 | \$ 56,515.76 | \$ 63,216.05 | \$ 2,737.00 | \$ 82,537.92 | \$ 99,235.68 | \$ 120,843.43 | \$ 145,302.53 | \$ 131,806.01 | -9.29% |
| November | \$ 41,042.60 | \$ 48,744.63 | \$ 55,891.66 | \$ 54,218.80 | \$ 1,796.25 | \$ 62,435.74 | \$ 84,885.49 | \$ 83,976.37 | \$ 58,403.16 | \$ 88,639.21 | 51.77% |
| December | \$ 67,307.68 | \$ 75,289.46 | \$ 73,048.24 | \$ 74,421.59 | \$ 1,957.00 | \$ 112,212.40 | \$ 111,645.98 | \$ 105,050.32 | \$ 60,304.81 | \$ - | |
| TOTAL YEAR | \$ 1,149,531.87 | \$ 1,221,639.50 | \$ 1,257,529.29 | \$ 1,400,582.09 | \$ 1,238,443.59 | \$ 1,544,555.95 | \$ 2,070,414.67 | \$ 2,049,787.72 | \$ 926,429.14 | \$ 1,996,793.14 | |

2021 4th Quarter IT Highlights

- Staff notebook hardware upgrades completed including multiple monitors installs
- First installs of Windows 11 tested and completed.
- Started process for Security Awareness training through Cirsia (KnowBe4) awaiting licenses
- Received SIPA \$4,050 micro-grant for migration to Google Workspace
- Started meetings with vendor for migration to Google Workspace in early 2022
- Replaced two obsolete wireless access points.
- Finalized purchase and configuration for two cameras Firehouse and Box Canon
- Worked through first use of Caselle Connect Online, Director's budgeting capability.
- Created 2022 IT budget numbers.
- Took part in the IT budgeting meeting with Council.
- Arranged installation of a multifunction copier at the Visitor Center
- Moved main server to generator power new location
- Moved network and wireless controller internally and updated to latest version for future security enhancements
- Physically installed a secondary virtual machine server to generator power location for redundant capabilities.
- Worked with vendor for installation of panic buttons at Box Canon, Visitor Center and Hot Springs.
- Worked with vendor and Hot Springs staff for move to ActiveNet
- Participated in regional cybersecurity meeting and follow-ups.
- Worked out specs to quote surveillance at multiple sites for potential grant opportunity. Quoting to be completed before end of the year.
- Coordinated with vendor and established Apple and Google Developer accounts for Buildfire app deployment.
- Setup two new Council members with technology needs

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Lily Oswald, Community Development Coordinator
DATE: December 16, 2021
FOR: December 20, 2021
SUBJECT: Community Development Department Report

CURRENT PLANNING

Staff is working on the following projects:

- Ongoing Short-Term Rental coordination (applications, renewals, expiration notifications, Building Inspection updates). Drafting letters to send to STR operators based on new policies/changes to status.
- Various preapplications for small-and large-scale land use projects, lot splits, rezones, minor subdivisions/condominiumization, replats.
- Research into creative housing solutions, opportunities, and partnerships in the region and meetings with various stakeholders.
- Research into STRs, ADUs, other CDC-related policy tools across other municipalities in Colorado. Analyzing differences in language/legalities in different municipalities.
- Research into funding and grant opportunities for community- and land use-related projects.
- Working with CCEC on applying for funding opportunities and kicking-off the Main Street program.
- Improving map integration for the City's existing zoning, districts, parcels, and addresses. Finding ways for the City to be more consistent with nationally-approved zoning, land-use, and planning tools.
- Updates to existing Community Development/Building Department forms and webpages for easier processing (recent changes: STR webpage, building forms, working on updates to backflow webpage).
- Administering CDPHE's backflow and cross connection program, as required for the City's water system (questionnaires sent to all non-single family properties; surveys to be completed ASAP).

CODE ENFORCEMENT

Code enforcement cases continue to be monitored and enforced. Matt Haldeman is the City's full-time Building Inspector and is working on building and STR inspections, plan review, enforcing building codes, administering and surveying properties for the City's backflow program (in accordance with CDPHE requirements).

BUILDING & SIGN PERMITS

Six (6) building permits were issued by the department for the Month of November. No sign permits were issued for the month of November. Typical review, inspection of, and correspondence re: short-term rental applications was performed.

LONG RANGE PLANNING

The City is working with SEH and their proposed contract to proceed with the City's Land Use & Development and Sign Code chapter revisions. Staff has been discussing locations and opportunities for affordable housing initiatives to land in Ouray with a small group of interested partners each month.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE (CEDC)

The CEDC held a roundtable discussion with the Ouray Ice Park, Inc. (OIP), the Ice Park Advisory Team

(IPAT) and local business owners on October 27, 2021. This roundtable aimed to address correlative interests and opportunities for these groups and local businesses to accelerate the local economic impact of the Ice Park and related festivals. This was hopefully the first of many roundtable discussions that CEDC will host/participate in this year. Staff created an infographic of takeaways from this discussion (see attachment).

The CEDC held a regular meeting on December 9, 2021 and discussed the City's Business Registration Form, the OIPI Roundtable infographic and publishing, CEDC member recruitment, and 2022 goals and upcoming business items. There is one vacant seat on the CEDC for anyone who is interested in applying (applications available on the City's website).

PLANNING COMMISSION

The Planning Commission did not have a regular meeting for the month of December due to no agenda items for that meeting. The next scheduled Planning Commission meeting is scheduled for January 11, 2022.

OURAY AREA JOINT PLANNING BOARD

The Ouray Area Joint Planning Board (OAJPB) held a public hearing on December 14, 2021. There were 4 representatives from the City of Ouray present at this meeting (3 members, 1 alternate member). The hearing was on a Temporary Use/Special Use Permit application to operate a via ferrata approximately 1-mile north of the City of Ouray. The Board recommended approval of the application to the BOCC. The BOCC will consider this application and the Board's recommendation during a hearing on February 15, 2021.

MISCELLANEOUS PROJECTS

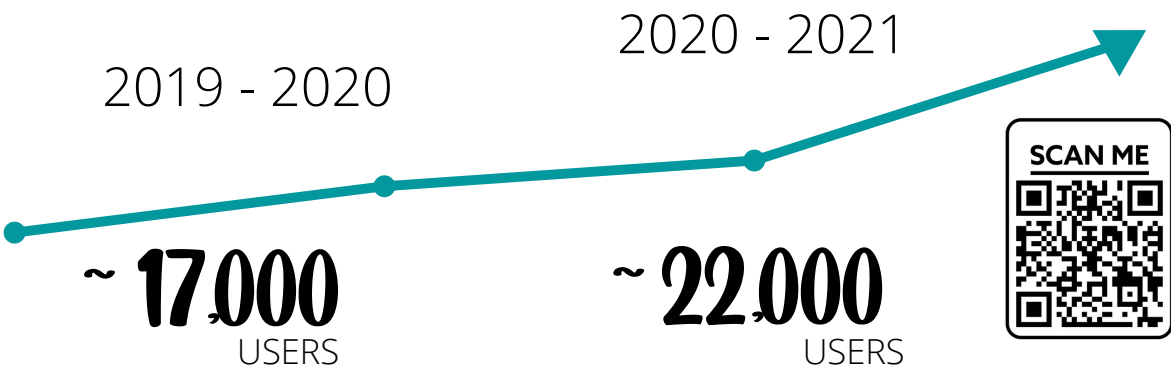
The following miscellaneous projects have also been taken on by community development staff:

- Ongoing addressing discrepancies in city parcels/lots/blocks.
 - 39 address assignments and changes have been made by staff; 2 potential address changes/updates pending.
- Ongoing research and navigation of file systems and needed process improvements.
- Ongoing research and interviews re: community housing projects and options in Colorado.
 - Interviewed the "Landing Locals" program and considered how it could apply to Ouray's STRs.
- Ongoing fulfillment of records requests submitted to the City.
- Small-scale Code interpretations for developers, realtors, municipalities, and private parties.
- Notices of noncompliance and Code enforcement cases; many more will be addressed with the Building Inspector once time allows.
- Ongoing explanation of current STR regulations; providing information to interested/involved parties.
- Research into similar municipal fee schedules and land use regulations for reference.



October 27, 2021 Recap

OURAY ICE PARK USAGE CONTINUES TO GROW



2021 - 2022 Season
Don't Miss Out!

- 7** **All in Ice Fest:** 1/7 - 1/9
Ice fest focused on BIPOC & LGBTQIA2S+ communities
- 20** **Ouray Ice Fest:** 1/20 - 1/23
Traditional Ice Fest including competitions, expo, demos, and more
- 3** **UIAA Championships:** 2/3 - 2/5
Host of the UIAA North American championships

KEY TAKEAWAYS

- THERE IS A LACK OF AVAILABLE FOOD & DRINK OPTIONS FOR ICE PARK USERS**
- ICE PARK USERS BRING NON-CLIMBING FAMILY MEMBERS TO OURAY; MANY WORK REMOTELY DURING THE DAY**
- ACCESS TO/FROM THE ICE PARK & PARKING AREAS IS A CONSTANT CHALLENGE**
- THERE IS VERY LITTLE COLLABORATION BETWEEN NON-GUIDE SERVICE BUSINESSES & OIPI**

OPPORTUNITIES FOR BUSINESSES

- Offer food & drinks before 7:00am
- Open concessionary operations on-site at the park/Box Canyon parking lot
- Offer co-working spaces/dependable WiFi for remote workers
- Strategically-market business to draw in Ice Park users and families
- Collaborate with guiding companies to leverage business referrals for Ice Park users who ask what to do in Ouray
- Create alternate access route(s) to the park; ease congestion and incentivize access to concessionary operations
- Repurpose unused buses/vehicles to offer shuttle service for park users
- Arrange "Learn to Climb" days with OIPI for your business/employees
- Incentivize recommendations to visitors through Ice Park guides - create mutually-beneficial relationships
- Work with OIPI/IPAT to educate summer visitors on the Ice Park
- Promote the Ice Park as a place to learn

HOW CAN LOCAL BUSINESSES TAKE ACTION?

EVALUATE HOURS OF OPERATION

Can you open at 7:00am instead of 8:00am?

If staffing is an issue, consider shifting the hours of operation earlier in the day to accommodate morning rush



EVALUATE PARTNER PROGRAMS

Are you reaching out to guides or guiding companies?

Promote your business through a partnership program offering discounts to guides and/or visitors - as simple as a free drink coupon!



EVALUATE YOUR BUSINESS' RESOURCES

Is there a gap that you can capitalize on?

Feedback from guides suggests there are many non-climbing guests looking for local entertainment & places to conduct their remote work during the day



PURSUE A CONCESSIONARY SPOT AT THE PARK

Contact OIPI to discuss placement of a concessionary truck/stand at the Ice Park

There is huge potential for businesses to adapt quickly and take advantage of the demand



Ouray Visitor Center report December 16, 2021

Since the beginning of December, the visitor center has seen a considerable drop off of visitors. We have had a total of 74 in person visitors the first two weeks in December. I have seen an increase in phone calls. This is a breakdown from December 1-16:

- Dec 1st- 10 phone calls, 10 in person visitors
- Dec 2nd-7 phone calls, 10 in person visitors
- Dec 3rd-6 phone calls, 4 in person visitors
- Dec. 5th, 5 phone calls, 5 in person visitors
- Dec. 6th- 5 phone calls, 10 in person visitors
- Dec. 7th- 7 phone calls, 4 in person visitors
- Dec. 8th- 4 phone calls, 0 in person visitors
- Dec. 9th- 5 phone calls, 3 in person visitors
- December 10th-4 phone calls, 0 visitors
- Dec. 11th-3 phone calls, 0 in person visitors
- Dec. 12th-4 phone calls, 4 in person visitors
- December 13th—4 phone calls, 6 in person visitors
- Dec. 14th-5 phone calls, 1 in person visitor
- Dec. 15th- 3 phone calls, 0 in person visitors
- Dec. 16th 1 phone call, 7 in person visitors

NOTE: we did NOT include the in Person visitors for the count for Yule Day celebrations. This list does not include those who used the bathroom only.

Since the middle of November, we have seen a decline in visitors from the beginning of November. The last two weeks of November we had 172 in person visitors. We saw an upswing in visitors during Thanksgiving week. The milder weather did contribute to visitors coming from nearby states including Oklahoma, Texas, New Mexico and many for day trips from Grand Junction, Palisade, Delta, Montrose area. We did receive numerous complaints about restaurants/bars/coffee shops not being open in November. That followed the same pattern of complaints we had about motels/hotels who were closed completely, open on only certain days, forcing visitors to go to another motel/hotel. We had visitors who chose to stay in either Durango or Montrose, where there were open motels/hotels/restaurants.

We expect to see an upswing in visitors during Christmas-New Year's week. We have received numerous phone calls regarding what restaurants/motels will be open on Christmas. I have had several visitors say that other tourist towns, such as Vail, will have restaurants, in particular, open on Christmas. Many visitors assume we have city wide activities planned for the week of Christmas-New Year. We have shared about New Year's Eve fireworks, the ice climbing opening up on Dec. 25th, the hot springs pool schedule, hiking and shopping opportunities, restaurants that are open, motels/hotels that are open.

I would strongly suggest adding a counter to both the downstairs visitor center door, for those only using the bathroom, and a counter for upstairs, from at least May-October, so we get the most accurate stats we can for our busy season.

I have visited with several businesses regarding staying open during the three upcoming Ice Climbing festivals in January, February.

The city map and the Plaindealer's visitor guide continue to be very popular with our visitors. We continue to see strong interest in hiking the perimeter trail and walking the river walk trail.

Yule Day celebrations were very well received. We had 66 individuals pick up Elf on the Shelf scavenger hunt maps. We had over 100 visitors that day who enjoyed the miniature horses, hot cider, coffee, water, cookies, and holiday taffy. We had a number of locals who had never been in the visitor center. Our visitors complimented on our holiday spirit decorations both inside and out, and what an enjoyable experience it was for them. We saw many local visitors who were not aware that we had a working silver mine in Ouray. Our visitors enjoyed viewing the mine display we have in the Visitor center. Many visitors picked up rocks from the mine display to take with them.

I have updated and continue to update posted sheets regarding the county's closed road list, the new date for the ice climbing opening date, the winter bathroom list, the adjusted schedule restaurant list, and the general information list, all of which are posted on our windows and in the visitor center. Once trails are groomed, that list will be posted as well.

I have also posted on our window, the exact same Ouray Winter Fun activities display we have inside the visitor center. It includes information on cross country skiing, snowshoeing and other winter activities.

Also posted on the window are lists of restaurants with menus and adjusted schedules for some restaurants, closed road list, pool schedule, and the Ouray winter bathroom list. We have also posted about the highway 50 closure. Effective December 23- through March, 2022, the road will be completely open to two way traffic. No Closures.

I am currently reviewing/researching material for updating of visitor center brochures, a volunteer manual and one that will be distributed to local businesses with info on topics that visitors might inquire about.

During our recent snow activity, our walks and area around the visitor center were shoveled by Michael/ Kris in a timely manner so it was done before we opened. We continue to get compliments on our clean bathrooms.

Every single person that has made a visit to the visitor center compliments us on how festive the visitor center is. We talk daily about the Ouray business tree and restaurant//bar trees, with their representative ornaments. The mine display continues to be the number one interested area by our visitors.

Thank you again for the continued support of the visitor center from Silas, Ethan, council members, Julie/Bev from city offices, and Michael and Kris, who keep the snow away and the bathrooms/vc looking great.

Paula Damke, Visitor Center Coordinator

CITY OF OURAY

2022 Regular CITY COUNCIL MEETING DATES

***** 1st and 3rd Mondays unless otherwise noted *****

Meetings will be held at 320 6th Avenue – Massard Auditorium and/or on Zoom

January 3th - 6:00 p.m.

January 18th - 1:00 p.m. (Tuesday)

February 7th - 6:00 p.m.

February 22nd - 1:00 p.m. (Tuesday)

March 7th - 6:00 p.m.

March 21st - 1:00 p.m.

April 4th - 6:00 p.m.

April 18th - 1:00 p.m.

May 2nd - 6:00 p.m.

May 16th - 1:00 p.m.

June 6th - 6:00 p.m.

June 21st - 1:00 p.m. (Tuesday)

July 5th - 6:00 p.m. (Tuesday)

July 18th - 1:00 p.m.

August 1st - 6:00p.m.

August 15th - 1:00 p.m.

September 6th - 6:00 p.m. (Tuesday)

September 19th - 1:00 p.m.

October 3rd - 6:00 p.m.

October 17th - 1:00 p.m.

November 7th - 6:00 p.m.

November 21st - 1:00 p.m.

December 5th - 6:00 p.m.

December 19th - 1:00 p.m.

LEASE AGREEMENT FOR OURAY CARRIER NEUTRAL LOCATION

THIS LEASE AGREEMENT ("Lease" or "Agreement") is made and effective this ____ day of _____, 2021, by and between the CITY OF OURAY, a Colorado Home Rule Municipal Corporation, ("City"), whose address is 320 6th Ave, Ouray, CO 81427 and Region 10 League for Economic Assistance and Planning, Inc. (LEAP, Inc.), a 501(c)(3) Colorado nonprofit corporation ("Region 10") whose address is 145 South Cascade Ave., Montrose, Colorado.

Recitals

- A. The City owns land and improvements described as follows: A site located at 320 6th Ave, Ouray, CO 81427 (commonly known as City Hall).
- B. The City hereby makes available for lease a portion of the property described as the Carrier Neutral Location (CNL) and further described in the attached Exhibit A (the "Leased Premises").
- C. The City desires to lease the Leased Premises to Region 10, and Region 10 desires to lease the Leased Premises from City for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, it is agreed as follows:

1. TERM

The City hereby agrees to lease the Leased Premises to Region 10, and Region 10 hereby leases the same from the City, for an "Initial Term" beginning on the date set forth above, and ending on the same month and day, in the year 2041 (which period amounts to an Initial Term of twenty (20) years). Thereafter, this Lease shall renew on a year-to-year basis, under the same conditions set forth herein, unless and until terminated and/or amended as set forth herein. Either Party shall provide a sixty (60) days written notice of its intent not to renew prior to the expiration of the then existing term.

2. RENTAL

- A. Region 10 shall pay to the City during the Term of this Lease rent payable in the amount of One Dollar (\$1.00) per year.
- B. The rent for any renewal lease term shall be subject to review and amendment at the time of renewal.
- C. Power usage is expected to begin at a minimal amount but will be metered and monitored by the City. The City may request payment for power anytime at its discretion, upon thirty (30) days written notice. Region 10 is responsible for shared costs of the generator

inspection service and maintenance. Should the City request payment for power usage and/or generator inspection service and maintenance and Region 10 fail to remit the same, the City has the right to terminate this Lease by providing Region 10 a sixty (60) day written notice to terminate.

3. USE

Region 10 shall restrict its use to those reasonably related to computer servers and related appurtenances for the purposes of providing internet services and Internet Service Protocol (ISP), and shall not use or permit the use of the Leased Premises for any other purpose, except as set forth herein, without the express written consent of City. The Region 10 shall carry on and conduct its business from time to time carried on upon the Leased Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Leased Premises in contravention of any of them. Region 10 shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. . It is Region 10's obligation to determine whether its business is properly operating in the Leased Premises under zoning and other applicable state, federal, county, and City laws. Use of and access across any City-owned property outside of the area of the leased premises, including access to the communication tower, will require permission from City Staff to ensure conflicts are minimized.

4. SUBLEASE AND ASSIGNMENT

Region 10 shall have the right, with the written consent of the City, to sublease part of the Leased Premises for Internet Service Providers (ISP) or similar service providers' use. The City will at all times maintain its rights of access to the Leased Premises and to any City Equipment within the Leased Premises. Region 10 shall at all times provide the City with access and space for City Equipment within the Leased Premises

5. REPAIRS

During the Lease term, major repairs, such as those made to the HVAC system, and repair of structural failures not caused by Region 10, shall be borne by City, if City in its sole discretion is able to allocate funding to make said repairs; otherwise, in the event City elects not to make said repairs, Region 10 may terminate this Lease. Region 10 shall make, at Region 10's expense, all necessary minor repairs to the Leased Premises. Minor repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, minor electrical repairs, etc. The City does not intend to provide any minor maintenance to the Leased Premises. Under no circumstances shall the City be responsible for reimbursement of costs of any repairs made by Region 10. Repair of structural failures caused by Region 10 shall be repaired by the City at Region 10's expense. Region 10 shall compensate the City for repairs cause by Region 10 within thirty (30) days of written invoice from the City.

6. ALTERATIONS AND IMPROVEMENTS

Region 10, at Region 10's expense, shall have the right following the City's prior written consent to make such improvements and replacements of and to all or any part of the Leased Premises

from time to time as Region 10 may deem desirable. Region 10 shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Region 10 at the commencement of the Lease term or placed or installed on the Leased Premises by Region 10 thereafter, shall remain Region 10's property free and clear of any claim by City except as stated otherwise herein this Agreement. Region 10 shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Region 10 at Region 10's expense to the satisfaction of the City. At the expiration of this Lease, any temporary improvements remaining on the Leased Premises, and the value of any permanent improvements made to the premises shall inure to City. This Lease shall constitute a bill of sale for any and all said permanent improvements.

7. TAXES

The City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to City's personal property, if any, on the Leased Premises. Region 10 shall be responsible for paying all personal property taxes with respect to Region 10's personal property at the Leased Premises.

During the Initial Term and any renewal term Region 10 shall promptly pay all taxes when due for taxes levied, charged, assessed, or similarly applied for Region 10's use of the Leased Premises.

8. INSURANCE

- A.** Region 10 agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Region 10 pursuant to Paragraph 9 hereof. Such insurance shall be in addition to any other insurance requirements imposed by this Lease or by law. Region 10 shall not be relieved of any liability, claims, demands, or other obligations pursuant to Paragraph 9, by reason of its failure to procure or maintain insurance.
- B.** Region 10 shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.
- C.** Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Lease.
- D.** Commercial General Liability insurance with minimum combined single limits of two million dollars (\$2,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), and blanket contractual. Vehicle insurance?

- E.** The policy coverage as required above shall be endorsed to include the City, its officers, agents and employees as additional insured. Every policy required by this Agreement shall be primary insurance and any insurance carried by the City or its employees or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Region 10. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Region 10 shall be solely responsible for any deductible losses under any policy required by this Agreement.
- F.** The certificate of insurance shall be completed by the Region 10's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and may be reviewed by the City prior to execution hereof. Failure on the part of the Region 10 to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Lease. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto at any time during the terms of this Agreement. Region 10 is solely responsible for providing insurance coverage, as stated in this Agreement.
- G.** Region 10 shall provide renter's insurance at Region 10's expense on the premises, adequate to cover any damage to the Leased Premises in connection with Region 10's use thereof under the terms of this Lease.

9. INDEMNIFICATION

Region 10 agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Region 10, or any officer, employee, representative, contractor, or agent of the Region 10, or which arise out of any workers' compensation claim of any employee of Region 10. Region 10 shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all costs and expenses related thereto, including but not limited to court costs and attorney fees. The obligation of this paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the any gross negligence of the City, its officers, or its employees.

The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §2410101 *et seq.*

10. UTILITIES

The City shall pay all charges for water, sewer, natural gas, and electricity, except as may be required by the City under Paragraph 2(C). Region 10 shall pay all charges for any and all communication utilities used by Region 10 on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by the City. Region 10 shall pay such amounts within fifteen (15) days of invoice. Region 10 acknowledges that the Leased Premises are designed to provide standard sixty (60) ampere electrical facilities and standard office lighting. Additional electrical facilities may be installed as determined by the City. Region 10 may install, at Region 10's expense, additional outlets as needed. Region 10 shall not use any equipment or device that utilizes excessive electrical energy, or which may, in the City's reasonable opinion, overload the wiring or interfere with electrical or other telecommunications or wireless services.

- A. The City shall provide a conduit for access from the Leased Premises to the demarcated extension location, to be used for Region 10's access to communication utilities.
- B. Power usage is expected to begin at a minimal amount but will be metered and monitored by the City. The City may request payment for power if usage becomes excessive.

11. ENTRY AND SECURITY

The City reserves the right to enter on the Leased Premises at reasonable times and during regular business hours to inspect them, to make additions, alterations, or modifications to any part of the building in which the Premises are located, and Region 10 shall permit City to do so. The City may erect scaffolding, fences, and similar structures, post relevant notices, conduct normal business and place moveable equipment in connection with the Leased Premises. Region 10 is required to keep entry to the Leased Premises secure from unauthorized access at all times.

12. DAMAGE AND DESTRUCTION

Subject to other applicable provisions herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Region 10's purposes, then Region 10 shall have the right to terminate this Lease in writing, in conformance with the Notice section of this Lease. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Region 10's purposes, Region 10 shall have the option to either terminate this Lease as set forth in this Paragraph, or repair the minor damage at Region 10's expense; under no circumstances shall City be obligated to pay for or reimburse Region 10 for any repairs made. Region 10 shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Region 10's purposes. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Region 10's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Region 10's purposes.

13. DEFAULT, TERMINATION, AND ABANDONMENT

- A. If default shall be made in any of the covenants or conditions to be kept, observed and performed by Region 10, without correction thereof for fifteen (15) days after written notice, the City may declare the term of this Lease ended and terminated by giving Region 10 written notice of such intention, and if possession of the Leased Premises is not surrendered, City may reenter said premises. City shall have, in addition to the remedy above provided, any other right or remedy available to City on account of any Region 10 default, either in law or equity. City shall use reasonable efforts to mitigate its damages.
- B. Either party may terminate this Lease at will upon sixty (60) days written notice. Notice by the terminating party shall be provided in accordance with the Notice provisions below.
- C. If Region 10 abandons said Premises prior to the noticed termination of this Lease, the City may, at its option, terminate this Lease and take immediate possession of the Premises without need of further written notice. The City's possession of the Premises does not constitute any waiver of any right it may have for the enforcement of the terms herein.
- D. Upon termination of this Agreement for any reason Region 10 shall remove all Region 10's property from the Leased Premises within fifteen (15) calendar days. After fifteen (15) calendar days following termination of this Agreement Region 10 surrenders ownership of all Region 10 property left on, in, upon the Leased Premises to the City. Any and all costs incurred by the City to remove, move, and/or dispose of said surrendered property shall be reimbursed to the City within fifteen (15) days written notice by the City to Region 10. Said reimbursable costs shall be deducted from any remaining security deposit.

14. QUIET POSSESSION

City covenants and warrants that in accordance with any provisions of this Agreement and upon performance by Region 10 of its obligations hereunder, the City will keep and maintain Region 10 in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. SUBORDINATION

Region 10 accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Region 10 agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises, and Region 10 agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Region 10 should fail to execute any instrument of subordination herein required to be executed by Region 10 promptly as requested, Region 10 hereby irrevocably constitutes City as its attorney-in-fact to execute such instrument in Region 10's name, place and stead, it being agreed that such power is one coupled with an interest. Region 10 agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying

that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that City is not in default hereunder (or if Region 10 alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

17. NOTICE

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by hand delivery, or via United States Postal Service certified mail, return receipt requested, addressed as follows:

If to City to:

City of Ouray
Attn: City Administrator
320 6th Avenue
Ouray, CO 81427

If to Region 10 to:

Region 10 LEAP, Inc.
Attn: Michelle Haynes
145 S. Cascade
Montrose, Colorado 81401

City and Region 10 shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. BROKERS

Region 10 represents that Region 10 was not shown the Leased Premises by any real estate broker or agent and that Region 10 has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

19. WAIVER

No waiver of any default of the City or Region 10 hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the City or Region 10 shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. RECORDING OF LEASE

This Lease may be recorded in the public records of the Ouray County Clerk and Recorder, or in lieu thereof, at the request of either party, the City and Region 10 shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

21. GENERAL PROVISIONS

- A.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease. All covenants are to be construed as conditions of this Lease. This Agreement may be executed in counterparts. Time shall be of the essence of this Agreement.
- B.** The provisions of this Lease shall extend to and be binding upon the City and Region 10 and their respective legal representatives, successors and assigns.
- C.** Region 10 shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Region 10's use of the Leased Premises. The City shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.
- D.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
- E.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado. If either party commences an action to enforce any covenant contained in this Lease, or for breach of any covenant or condition, venue shall be Ouray County, Colorado; the prevailing party shall recover reasonable attorney's fees in arbitration or litigation.
- F.** Region 10 covenants and warrants that at the termination or cancellation of this Lease, Region 10 shall quit, and surrender said Premises in good condition, reasonable wear and tear excepted.
- G.** No representations, warranties or certifications, express or implied, shall exist as between the parties, except as specifically stated in the Lease.
- H.** Nothing herein shall represent a multi-year fiscal obligation to the City, and any expenditures of money by the City in accordance with this Lease shall be subject to the annual appropriation of funds.
- I.** The Region 10 shall be responsible for collecting all sales and use tax associated with the business related to taxable sales made upon the Leased Premises, and submitting said tax to the City, and keeping appropriate books and records thereof, pursuant to applicable City Ordinances and Regulations. Payment of sales and use taxes to the City shall be a material provision of this Lease.

- J.** There shall be no third-party beneficiaries to this Lease with rights of enforcement.
- K.** No key copies may be made by Region 10 or at its direction without the express written consent of the City. All keys shall be obtained from the City, and all keys shall be returned to the City upon the end of the tenancy. Region 10 acknowledges that copies of all keys will be retained by the City and Region 10 agrees that the locks shall not be changed or new locks installed by Region 10, unless at the City's request.

IN WITNESS WHEREOF, the parties have executed and made effective this Lease as of the day and year first above written.

CITY: CITY OF OURAY

REGION 10: REGION 10 LEAP, INC.

Ethan Funk, Mayor

Michelle Haynes, Executive Director

ATTEST:

ATTEST:

Melissa M. Drake, City Clerk

Virgil Turner, Regional Broadband Director

Exhibit A
Leased Premises

Legal Description:

A portion of the building Ouray County Parcel Number: 451531207021; with legal description of: Subd: CITY OF OURAY Lot: 21 Block: 18 WEST 50 FEET; specifically, the Carrier Neutral Location located in the basement of City Hall and consisting of a room measuring 12 feet 2 inches by 16 feet 4 inches.

2022 LIST OF COMMITTEE AND MEETING ASSIGNMENTS – Draft

| | |
|--|--|
| Region 10 | Mayor Funk |
| Gunnison Valley Transportation Regional Planning | Mayor Pro Tem Smith |
| Uncompahgre Water Users | Mayor Funk |
| CIRSA | All Council Members & City Administrator |
| CML – Colorado Municipal League | All Council Members & City Administrator |
| Ridgway Space to Create | Mayor Funk |
| Colorado Mountain Housing Coalition | Mayor Funk |
| Ouray County Transit Advisory Committee | Mayor Pro Tem Smith |
| Montrose Area Transit Advisory Committee | Mayor Pro Tem Smith |
| CAST – Colorado Association of Ski Towns | All Council Members & City Administrator |
| Ouray Ice Park Inc. | Councilor Wood |
| IPAT – Ice Park Advisory Team | ? |
| Sneffels Energy Board | Mayor Funk |
| Communities that Care/Voyager | Councilor Wood |
| Multi Hazard Mitigation Plan | Mayor Funk |
| CEDC – Community Economic Develop Committee | Councilor Gulde |
| Multi-Agency Coordination Group | Mayor Funk |
| LEPC - Local Emergency Planning Committee | Mayor Funk |
| Employee Appreciation Committee | Councilor Wood |
| Parks and Recreation Committee | Mayor Pro Tem Smith |
| Ouray Beautification Committee | Councilor Lindsey |
| Ouray Recreation & Conservation Alliance | Mayor Funk & Councilor Gulde |
| Tri-Agency Dinner | Councilor Gulde |
| Tourism Advisory Committee | Councilor Wood |

WATER LEASE AGREEMENT

This WATER LEASE AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2021, by and between Ouray Silver Mines Inc. (hereinafter called “OSMI”) and the City of Ouray, Colorado (hereinafter called “Lessee”). OSMI and Lessee shall be referred to herein collectively as the “Parties” and each as a “Party.”

RECITALS

WHEREAS, OSMI owns 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 and pending Case No. 21CW3042, all in the District Court, Water Division No. 4 (the “Revenue Water Right”).

WHEREAS, the Lessee owns certain property located in Ouray, Colorado, operated as the Ouray Ice Park (the “Ice Park”), which is an important generator of winter tourism in the region.

WHEREAS, the water resource currently available to the Ice Park to “farm” ice during the winter is the Lessee’s drinking water supply.

WHEREAS, Lessee desires to lease and alternate sources of raw water to supplement the water available to “farm” ice at the Ice Park during the winter.

WHEREAS, OSMI is willing to lease raw water available under the Revenue Water Right to Lessee for such use by the Ice Park, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the payments to be made hereunder, the Parties hereto agree as follows:

AGREEMENT

1. Quantity. For purposes of this Agreement, the term “Contract Season” shall mean the period of November 1 of each year of this Agreement through March 31 of the following year. Each Contract Season during the term or terms of this Agreement, and in accordance with the provisions hereof, OSMI will make available up to 3.34 c.f.s. of water, by releases to Sneffels Creek, which may be available under the Revenue Water Right (the “Leased Water”) for redirection by Lessee from Canyon Creek. The precise amount of Leased Water to be made available for redirection shall be contingent upon the rate and volume of flow discharged to Sneffels Creek from OSMI’s passive treatment system, 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 the Colorado Division of Water Resources. Written notice to the City as to the amount of water that OSMI estimates will likely be made available and released to Sneffels Creek for the Contract Season shall be provided by OSMI on or before August 15 of each year.

2. Purpose and Term of Agreement.

2.1 OSMI agrees to release Leased Water solely for the purpose of “farming” ice at the Ice Park, as described in the Recitals above. OSMI reserves all other uses of the Revenue Water Right. Unless agreed by the Parties in writing, neither Lessee nor OSMI shall seek a decreed right to reuse return flows that may accrue from the melting of ice after redirection and use of Leased Water at the Ice Park.

2.2 This Agreement will be in force for an initial term of ten (10) Contract Seasons commencing November 1, 2021 and terminating March 31, 2031 and is subject to extension for additional terms of 10 Contract Seasons each, upon the mutual agreement of the Parties as provided in paragraph 20 below.

3. Raw Water. The Leased Water to be rediverted hereunder is raw water that has not been treated to make it suitable for any particular use. Any treatment of the Leased Water to make it suitable for Lessee's use is the responsibility of Lessee. Except as provided in the foregoing sentences of this paragraph, nothing contained in this Agreement shall modify or expand OSMI's obligation to comply with applicable water quality discharge requirements associated with the discharge of water under the Revenue Water Right to Sneffels Creek. This Agreement shall not give rise to any liability of OSMI to Lessee, the Ice Park or its guests, employees, agents, servants, or contractors for any exceedance of applicable water quality standards.

4. Point of Rediversion. The location where Lessee will redivert the Leased Water will be a point on Canyon Creek, upstream of its confluence with the Uncompahgre River. OSMI will have no responsibility for the design, permitting, construction, or maintenance of the new point of diversion to be constructed by Lessee on Canyon Creek.

5. Approval to Utilize Water. OSMI's obligation to lease the Leased Water to Lessee is conditional upon its receipt of all needed approvals for the rediversion and use of the same at the Ice Park from the Water Court for Water Division No. 4 and/or the Colorado Division of Water Resources, and upon Lessee's compliance with all conditions and limitations imposed under such decrees, which the Ouray City Council shall approve prior to entry of any decree. Lessee will be responsible for compliance with all applicable laws in addition to such approved conditions and limitations related to Lessee's use of the Leased Water for the purpose authorized herein and shall furnish all information concerning development of the system for the use, and the actual use, of the Leased Water to OSMI, as may be required in connection with any future water court proceedings initiated by OSMI or diligence related thereto. Lessee will not file an application with any administrative or judicial authorities that includes any further change to its leasehold interest in the Revenue Water Right without the express written consent of OSMI, which consent is in the sole discretion of OSMI.

6. Transportation and Evaporation Losses. Lessee will bear all transportation and evaporation losses from OSMI's place of release or discharge on Sneffels Creek to the Point of Rediversion.

7. Charge. In consideration of the water leased under this Agreement, Lessee agrees to pay OSMI a charge of \$1.00 per Contract Season, payable in advance of the commencement of such season. The failure of Lessee to redivert the Leased Water in a Contract Season does not entitle Lessee to a refund of any sums paid.

8. Interruption of Water Supply Beyond OSMI's Control. While it is the intention of OSMI to release Leased Water for rediversion by Lessee, there are many elements that make it uncertain whether the supply will always be adequate for contemplated uses at the Ice Park. The Parties recognize that the water supply for OSMI is dependent upon sources from which the supply is variable in quantity and beyond the control of OSMI. No liability in tort or contract attaches to OSMI hereunder on account of any failure to accurately anticipate availability of water supply or because of an actual failure to supply water due to inadequate runoff or inadequate storage, or arising from an occurrence beyond the reasonable control of OSMI,

including, but not limited to, act of God, strike, war, insurrection, collapse of underground mine workings, or inability to serve arising out of the order of any court, or the lawful order of any governmental entity authorized to regulate matters pertaining to water, public health, or pollution control.

9. Not a Permanent Supply. The Parties understand and agree that this Agreement is not to be interpreted as any commitment on the part of OSMI to furnish water to Lessee on a permanent basis, but rather to provide Lessee with water from OSMI for the temporary period of the term or terms of this Agreement.

10. Additional Ice Park Water Supplies. This Water Lease Agreement shall not prevent the City from developing additional water supplies for use at the Ice Park, provided that the City maintains water rights accounting sufficient to distinguish use of the Leased Water from use of such additional supplies. The City may elect to use such additional supplies from time to time in lieu of some or all of the water that OSMI makes available pursuant to Paragraph 1, in the City's reasonable discretion.

11. Sales Tax or Other Taxes. In the event any sales tax or other tax is levied on the water leased under this Agreement, Lessee agrees to pay said tax. Lessee may, however, contest the imposition of any such tax at its own expense, and the requirement of such payment under this Agreement is without prejudice to Lessee's right to contest any attempted imposition of tax.

12. Assignability; Sublease. This Agreement may not be assigned, in whole or part, by Lessee without the prior written approval of OSMI, which approval is in the sole discretion of OSMI. Lessee may not sublease the Leased Water without the prior written approval of OSMI, which approval is in the sole discretion of OSMI.

13. Waiver. Failure of either Party hereto to exercise any right hereunder is not a waiver of such Party's right and does not affect the right of said Party to exercise at some future time said right or rights or any other right it may have hereunder. No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the Party making the waiver.

14. No Exclusive Right or Privilege. Nothing in this Agreement is to be construed as a grant by OSMI of any exclusive right or privilege.

15. Title to Water Rights. Nothing herein is to be interpreted to give Lessee any legal or equitable title in or to the Revenue Water Right or any of OSMI's other water rights or assets.

16. Notices. Any notice, election, report, or other correspondence required or permitted hereunder shall be in writing and (i) delivered personally; or (ii) sent by registered or certified United States mail, postage prepaid, return receipt requested; or (iii) sent by reputable overnight courier. All such notices shall be addressed to the Party to whom directed as follows:

If to OSMI:

Ouray Silver Mines Inc.
242 7th Avenue
P.O. Box 564
Ouray, CO 81427
Attn: Brian Briggs
Email: bbriggs@ouraysilvermines.com

or at such other address as OSMI may direct by written notice.

If to Lessee:

City Administrator
320 6th Ave
P.O. Box 468
Ouray, CO, 81427

or at such other address as Lessee may direct by written notice.

17. Remedies. If either Party defaults in the performance of any of its obligations under this Agreement, in addition to any other remedies provided in this Agreement or by law or equity, each Party will have the right of specific performance against the other. In the event of litigation, the prevailing Party will be entitled to its litigation costs, including reasonable attorney's fees. Each Party agrees to personal jurisdiction in any action brought in any court within the County of Ouray, State of Colorado having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action, or proceeding arising out of or relating to this Agreement will only be instituted in the County of Ouray, State of Colorado.

18. Default, Right to Cure. If either Party believes that the other is in default of any obligation under this Agreement, the non-defaulting Party must give written notice of the default to the defaulting Party. Such notice will be given by certified or registered mail, postage prepaid and return receipt requested. If a notice of default is provided, the Party accused of the default must either cure it or provide a written statement explaining why it is not in default. If an alleged material default is not cured or otherwise resolved within thirty (30) days, the non-defaulting Party may terminate this Agreement and resort to its remedies; provided, however, that if the defaulting Party in good faith disputes the existence of such alleged material default, the defaulting Party shall not be obligated to cure, or, with respect to material defaults other than failure to pay sums of money due hereunder, to commence and thereafter proceed to diligently cure, any such default until sixty (60) days after final judgment of a court of competent jurisdiction finding a material default.

19. Right to Enter Agreement. Each Party hereby warrants and represents that it has the full right and lawful authority to enter into this Agreement.

20. Governing Law. This Agreement will be governed by the laws of the State of Colorado, except for any conflict of laws principles that would dictate the application of the laws of another jurisdiction.

21. Entire Agreement, Modification. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter described in it and supersedes all prior

agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement is binding unless executed in writing by all Parties.

22. Captions and Headings. The captions and headings in this Agreement are for convenience of reference only, and will not be used to interpret, define, or limit its provisions.

23. No Construction Against the Drafter. In the event of an ambiguity in this Agreement, the rule of construction that ambiguities will be construed against the drafter is inapplicable, and the Parties hereto are to be treated as equals and no Party will be treated with favor or disfavor.

24. Third Party Beneficiaries. Other than any permitted successors or assigns of the Parties, enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits that third parties may receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

25. Indemnification. To the extent permitted by law, except as to damages sustained or caused by OSMI, its agents or employees, Lessee hereby agrees to indemnify, defend and hold OSMI, its successors and assigns, harmless from and against any and all liabilities, claims, damages, losses, or expenses (including interest and penalties, reasonable attorneys' fees and other reasonable expenses of defending any actions relating thereto) incurred or sustained by OSMI in or as a result of or arising out of or attributable to: (i) all conditions and liabilities (including without limitation liabilities for personal injury and property damage) arising out of activities engaged in by guests of the Ice Park (or by the Ice Park's employees, agents, servants or contractors), and (ii) any breach of the specific representations, warranties and covenants made by Lessee in this Agreement.

26. Counterparts. This Agreement may be executed in one or more counterparts, any one of which may contain the signature of the authorized representative of OSMI or Lessee, which together shall constitute a single original document.

[signature page follows]

IN WITNESS WHEREOF, OSMI and Lessee have caused these presents to be executed in their respective behalf by their proper representatives.

CITY OF OURAY, COLORADO

OURAY SILVER MINES INC.

By: _____

By: _____

Name: Ethan Funk

Name:

Title: Mayor

Title:

ATTEST:

Melissa M. Drake, City Clerk

| | |
|--|--|
| DISTRICT COURT, WATER DIVISION 4, COLORADO 1200 North Grand Avenue, Bin A Montrose, CO 81401 | <input type="checkbox"/> COURT USE ONLY <input type="checkbox"/> |
| CONCERNING THE APPLICATION FOR A CHANGE OF WATER RIGHTS OF OURAY SILVER MINES, INC. IN OURAY COUNTY. | Case No.: 21CW3042 |
| FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, JUDGMENT AND DECREE | |

This matter comes before the Court on the Application for Change of Conditional Water Right (“Application”) of Ouray Silver Mines, Inc. (“Ouray Silver”). The Referee, having considered the pleadings and being fully advised in the premises, hereby enters the following Findings of Fact, Conclusions of Law, and Ruling of the Referee:

FINDINGS OF FACT

1. **Applicant.** Ouray Silver Mines, Inc., c/o Brian Briggs, CEO, 1900 Main Street, Unit 1, Ouray, Colorado 81427, (970) 325-9830, bbriggs@ouraysilvermines.com.
2. **Application.** Ouray Silver filed the Application on August 31, 2021. The Court finds the statements in the Application are true to the extent such statements are confirmed herein.
3. **Notice and Jurisdiction.** All notices required by law have been duly given, and the Water Court has jurisdiction over the Application and all parties affected thereby, whether or not they have chosen to appear.
4. **Statements of Opposition.** No statements of opposition were filed. The time for filing statements of opposition has expired.
5. **Summary of Consultation.** The Division Engineer filed a consultation report on November 30, 2021. No response to the Summary of Consultation was required. The Referee has considered that Summary of Consultation pursuant to § 37-92-302(4), C.R.S.
6. **Summary of Proposed Change of Water Rights.** Ouray Silver seeks approval of an alternate place of use for the conditional water right originally decreed in Case No. W-2993 to the Revenue Virginus Mine Water Works for recreational use (hereinafter, “Subject Recreational Water Right”). Portions of the Revenue Virginus Mine Water Works water right were made absolute in Case No. 20CW3048 for uses other than recreation, and such uses are not

the subject of the Application. Ouray Silver's proposed alternate place of use is property known as the Ouray Ice Park, as further described herein.

7. Description of the Revenue Virginius Mine Water Works Water Right.

7.1. Decreed Name of Structure for Which Change Is Sought. Revenue Virginius Mine Water Works.

7.2. Date of Original Decree. June 26, 1979 in Case No. W-2993 (District Court, Water Division 4).

7.3. Subsequent Decrees Finding Diligence and/or Making Absolute.

7.3.1. Case No. 83CW95; decree entered December 22, 1983

7.3.2. Case No. 87CW110; decree entered December 8, 1987

7.3.3. Case No. 93CW251; decree entered December 27, 1994

7.3.4. Case No. 00CW228; decree entered September 6, 2001

7.3.5. Case No. 07CW137; decree entered March 12, 2008

7.3.6. Case No. 14CW3011; decree entered July 28, 2014

7.3.7. Case No. 20CW3048; decree entered February 8, 2021

7.4. Decreed Point of Diversion. Per the decree entered in Case No. W-2993, the Revenue Virginius Mine Water Works "has as a source of water supply discharges from the mine portal from ground waters developed through the mining operations by the Applicant and its predecessors." The mine portal is known as the Revenue Tunnel Portal. The Revenue Tunnel has collected, and in the future will collect, water flowing from current and future underground mine workings located generally in Sections 17, 19, 20, 21, 28 and 29, Township 43 North, Range 8 West of the N.M.P.M. Per the decree entered in Case No. 20CW3047, the Revenue Tunnel Portal is located at:

7.4.1. SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 43 North, Range 8 West of the N.M.P.M., 1,792 feet from the North section line, 2,124 feet from the East section line. In the area of the Revenue-Virginius Mine and the Revenue Tunnel Portal, mineral surveys for patented mining claims are typically used in lieu of PLSS data.

7.4.2. Latitude 37.974° N, Longitude 107.750° W, Zone 13, NAD83, Easting 0258449.40m, Northing 4206498.61m.

- 7.5. Source. Sneffels Creek, tributary to the Uncompahgre River.
- 7.6. Appropriation Date. 1934 and December 30, 1976 (decree entered June 26, 1979).
- 7.7. Uses. Mining, milling, and industrial purposes as of the 1934 appropriation date, and commercial, piscatorial, recreational, fire protection, and domestic purposes as of December 30, 1976.
- 7.7.1. Subject Use of Application. Recreational. Ouray Silver already diverts and uses water associated with the Revenue Virginius Mine Water Works water right within the Revenue-Virginius Mine at various locations for various decreed uses other than recreation. Accordingly, portions of the Revenue Virginius Mine Water Works water right were made absolute in Case No. 20CW3048 for certain decreed uses. The change sought in Ouray Silver's Application, however, applies only to the Subject Recreational Water Right, which comprises the conditional recreational use water right priority decreed to the Revenue Virginius Mine Water Works. The Subject Recreational Water Right was continued in full force and effect in Case No. 20CW3048.
- 7.8. Originally Decreed Amount. 3.34 c.f.s., conditional.
- 7.9. Subsequently Decreed Absolute Amounts. Per the decree entered in Case No. 20CW3048, the following amounts of the Revenue Virginius Mine Water Works water right have been made absolute:
- 7.9.1. Mining: 2.43 c.f.s.
- 7.9.2. Industrial: 2.23 c.f.s.
- 7.9.3. Milling: 0.18 c.f.s.
- 7.9.4. Fire Protection: 0.18 c.f.s.
- 7.9.5. Commercial: 0.18 c.f.s.
- 7.9.6. Domestic: 0.16 c.f.s.
- 7.10. Amount of Water Applicant Intends to Change. 3.34 c.f.s., conditional for recreational purposes (the amount decreed to the portion of the Revenue Virginius Mine Water Works water right referred to herein as the Subject Recreational Water Right).
8. Current Place of Use of the Revenue Virginius Mine Water Works Water Right. The current place of use of the Revenue Virginius Mine Water Works water right is the Revenue-Virginius Mine site, generally located in or adjacent to Sections 17, 19, 20, 21, 28 and 29,

Township 43 North, Range 8 West of the N.M.P.M. (the “Mine”). Ouray Silver extracts, diverts, transports, and treats water produced by the Revenue Virginius Mine Water Works within the Revenue-Virginius Mine. Ouray Silver diverts water that exits the Mine via the Revenue Tunnel Portal either for use at the Mine and mill or for delivery by gravity to a treatment system, which discharges water following treatment to Sneffels Creek. The point of discharge to the creek is in the NE¼ of Section 21, Township 43 North, Range 8 West of the N.M.P.M. Ouray Silver measures the release to Sneffels Creek using a device installed at the outfall of the treatment system.

9. Detailed Description of the Alternate Place of Use Sought by Ouray Silver. The Subject Recreational Water Right will be used in the Ouray Ice Park as described below:

9.1. Alternate Place of Use. In addition to the current place of use, Ouray Silver will use the Subject Recreational Water Right at the Ouray Ice Park. The Ouray Ice Park is located on a combination of public and private land, which the City of Ouray (the “City”) either owns or to which it has acquired access and use rights. Effective August 23, 2021, Ouray Silver and the City executed a Letter of Intent that sets forth the principal terms upon which Ouray Silver will lease water available under the Subject Recreational Water Right to the City for recreational use within the Ouray Ice Park, subject to the negotiation of a definitive lease agreement. When the Subject Recreational Water Right is to be used at the Ouray Ice Park, Ouray Silver will continue to divert water at the Revenue Tunnel Portal, and then treat, measure, and release the water to Sneffels Creek. The released water will then flow approximately 1.3 miles to Canyon Creek. From there, the released water will continue to flow approximately 4.7 miles to the Ouray Ice Park Diversion Structure, where the released water would be rediverted (less an appropriate transit loss) for use in connection with the Ouray Ice Park. Water diverted under the Subject Recreational Water Right will be delivered through a system of pipes, regulating tanks, drip valves, and sprayer heads to create ice climbing formations in the Ouray Ice Park.

9.1.1. Location of the Ouray Ice Park. The Ouray Ice Park is generally located in Section 31, Township 44 North, Range 7 West of the N.M.P.M., and Sections 5, 6, and 8, Township 43 North, Range 7 West of the N.M.P.M. A map depicting the general location of the Ouray Ice Park is attached as **Exhibit A**.

9.1.2. Location of the Ouray Ice Park Diversion Structure. Water associated with the Subject Recreational Water Right will be diverted at a structure to be located on Canyon Creek near its confluence with the Uncompahgre River. The City currently intends to construct the diversion structure in the NW¼ of the SW¼ of Section 31, Township 44 North, Range 7 West of the N.M.P.M., approximately 2,216 feet from the South section line and 688 feet from the West section line. The actual location of the diversion structure will be determined upon final construction.

CONCLUSIONS OF LAW

10. Incorporation of Findings of Fact. The foregoing Findings of Fact are incorporated herein to the extent they constitute Conclusions of Law.
11. Complete Application. The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969, § 37-92-101 *et seq.*, C.R.S. (“1969 Act”).
12. Notice and Jurisdiction. Timely and adequate notice of the Application was given in the manner prescribed by law. § 37-92-302(3), C.R.S. The Water Court for Water Division 4 has jurisdiction over the subject matter of this case and over all persons and property affected hereby, whether or not those persons have appeared. Colo. Rev. Stat. §§ 37-92-203(1) & 301(2).
13. Change of Water Rights Contemplated by Law. The change of water rights described in Paragraphs 6-9 of this Decree is contemplated by law and can be implemented pursuant to this Decree in accordance with the 1969 Act and the terms and conditions of this Decree.
14. Burden of Proof. A change of water rights shall be approved if such change will not injuriously affect the owners of, or persons entitled to use, water under a vested water right or a decreed conditional water right. Colo. Rev. Stat. § 37-92-305(3)(a).

RULING OF THE REFEREE

15. Fully Incorporated Ruling, Judgment and Decree. The foregoing Findings of Fact and Conclusions of Law are herein incorporated by reference and are modified as necessary to constitute part of this Ruling, Judgment and Decree.
16. Approval of Change of Water Rights; No Injury. The change of water rights described herein is hereby approved, adjudicated, and decreed, subject to the terms and conditions of this Decree. Ouray Silver has complied with all requirements and met all standards and burdens of proof, including but not limited to §§ 37-92-302 through 305, C.R.S. The decreed change of water rights will not injuriously affect any owner of, or person entitled to use, water under a vested water right or decreed conditional water right, so long as operated in accordance with the terms and conditions of this Decree.
17. Terms and Conditions Governing the Change of Water Rights. The change of water rights decreed herein is subject to the following terms and conditions:
- 17.1. Notice of Diversion at the Ouray Ice Park Diversion Structure. Ouray Silver shall notify the Division Engineer for Water Division 4 prior to diverting water under the Subject Recreational Water Right at the Ouray Ice Park Diversion Structure, the location of which is described in Paragraph 9.1.2.

17.2. Measurement of Diversions. Ouray Silver shall install an appropriate measuring device and measure the flow of the Revenue Virginius Mine Water Works directly before it enters Sneffels Creek. An appropriate device also shall be installed to measure diversions from Canyon Creek at the Ouray Ice Park Diversion Structure attributable to the Revenue Virginius Mine Water Works.

17.3. Accounting and Reporting. Ouray Silver shall, on a monthly basis, account for all water attributable to the Subject Recreational Water Right that is diverted and delivered for use at the Ouray Ice Park. By November 15 of each year, Ouray Silver shall provide the Division Engineer with monthly accounting for the preceding water year (November 1 through October 31) based on measurements taken at the two measurement points contemplated by Paragraph 17.2. An initial accounting form reflecting the required information is attached as **Exhibit B**. Ouray Silver may, in consultation with the Division Engineer, modify that accounting form from time to time so long as the amended form includes the information reflected in **Exhibit B**.

18. Decree Administrable. Upon entry by the Water Court, this Decree will be administrable by the Division Engineer for Water Division 4 and can be operated without adversely affecting the owners or users of vested water rights or decreed conditional water rights in the Uncompahgre and Gunnison River Basins. So long as water is diverted and used in conformance with the requirements of this Decree, there will be no injurious effects to the vested water rights or decreed conditional water rights of others.

19. Additional Diversions of Water. This Decree shall not be construed as restricting the diversion of water at the Ouray Ice Park Diversion Structure for use in the Ouray Ice Park to that amount of water available under the Subject Recreational Water Right. Water also may be diverted at the Ouray Ice Park Diversion Structure under free river conditions or pursuant to other water rights.

It is ORDERED that this Ruling shall be filed with the Water Clerk and shall become effective upon such filing, subject to judicial review. It is further ORDERED that a copy of this Ruling shall be filed with the Division Engineer for Water Division 4 and the State Engineer.

Dated this _____ day of _____, _____.

BY THE WATER REFEREE

S. Gregg Stanway
Water Division 4

JUDGMENT AND DECREE

The Court finds that no protest was filed in this matter. The foregoing ruling is confirmed and approved, and is made the judgment and decree of this Court.

Done this _____ day of _____, _____.

BY THE COURT

James Steven Patrick
District Court Judge
Water Division Four

EXHIBIT A

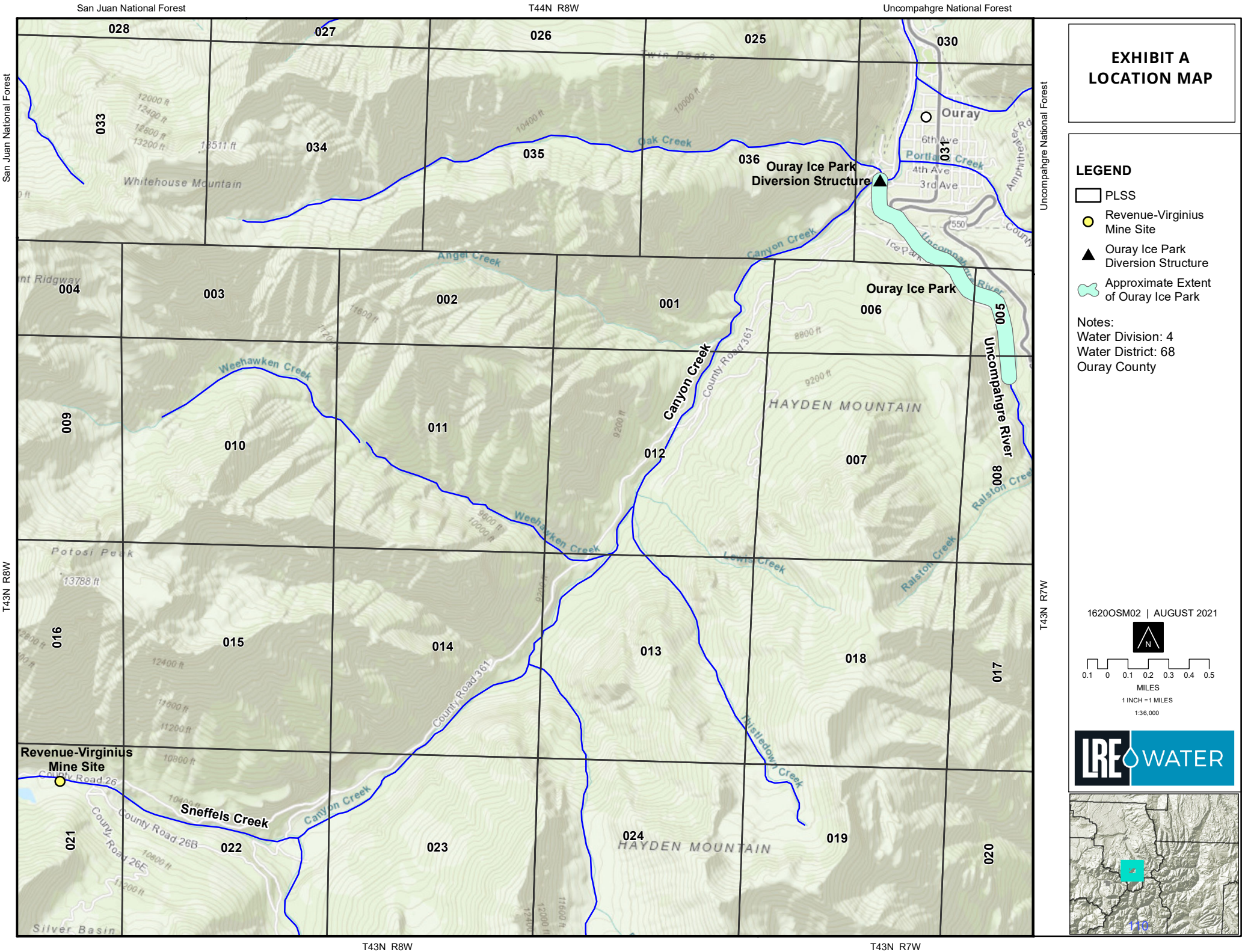



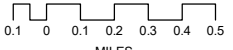
EXHIBIT A LOCATION MAP

- LEGEND**
- PLSS
 - Revenue-Virginius Mine Site
 - Ouray Ice Park Diversion Structure
 - Approximate Extent of Ouray Ice Park

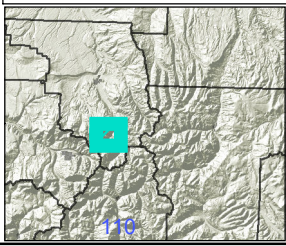
Notes:
Water Division: 4
Water District: 68
Ouray County

1620OSM02 | AUGUST 2021





0.1 0 0.1 0.2 0.3 0.4 0.5
MILES
1 INCH = 1 MILES
1:36,000



Case 21CW3042, Water Division 4
Ouray Silver Mines, Inc.

Plan Year 2022

| Month | Calendar Year | Volume of Water Discharged to Sneffles Creek @ Ouray Silver Mine (AF) | Average Daily Flow Rate - Water Discharged to Sneffles Creek @ Ouray Silver Mine (cfs) | Volume of Water Diverted and Used for Ice Farming @ Ouray Ice Park (AF) | Average Daily Flow Rate - Water Diverted and Used for Ice Farming @ Ouray Ice Park (cfs) |
|-------|---------------|---|--|---|--|
| Nov | 2021 | | | | |
| Dec | 2021 | | | | |
| Jan | 2022 | | | | |
| Feb | 2022 | | | | |
| Mar | 2022 | | | | |
| Apr | 2022 | | | | |
| May | 2022 | | | | |
| Jun | 2022 | | | | |
| Jul | 2022 | | | | |
| Aug | 2022 | | | | |
| Sep | 2022 | | | | |
| Oct | 2022 | | | | |

Agreement for Professional Services

This Agreement is effective as of October 7, 2021, between City of Ouray, CO (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Ouray City Code Update (Land Use and Development and Sign Code Chapters).

Client's Authorized Representative: Silas Clarke
Address: PO Box 468
Ouray, CO 81427
Telephone: 970.325.7211 **email:** clarkes@cityofouray.com

Project Manager: Nancy Dosdall
Address: 934 Main Avenue, Unit C
Durango, CO 81301
Telephone: 970.385.4546 **email:** ndosdall@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

See attached scope of work.

Schedule: Work will begin promptly upon contract signature.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

By: _____

By: _____

Title: _____

Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Ouray
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 7, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subcontractant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

| EXHIBIT A-3 | |
|---|----------------------|
| SEH Durango - Standard Rate Table | |
| Job Title | Group Rate |
| Engineering Intern | \$ 75.00 |
| Administrative Assistant | \$ 105.00 |
| Landscape Architect | \$ 125.00 |
| Graduate Engineer | \$ 120.00 |
| Planner | \$ 135.00 |
| Accounting Representative | \$ 115.00 |
| Professional Surveyor | \$ 140.00 |
| Architect | \$ 145.00 |
| Project Engineer | \$ 132.00 - \$150.00 |
| Senior Scientist II | \$ 169.00 |
| Senior Engineer I | \$ 165.00 |
| Senior Engineer II | \$ 175.00 |
| Senior Engineer II/Principal | \$ 198.00 |
| Senior Engineer II | \$ 205.00 |
| Senior Planner | \$ 210.00 |
| RPCL/Principal | \$ 230.00 |
| Equipment Per Hour | Rate |
| Tier 3 Drone | \$ 135.00 |
| Survey Vehicle or Field Vehicle | \$ 4.50 |
| 3D Scanner (SX-10) | \$ 35.00 |
| Robotic Total Station | \$ 30.00 |
| GPS - Survey Grade | \$ 30.00 |
| Magnetometer | \$ 10.00 |
| ATV/UTV | \$ 12.50 |
| All Vehicles: Std IRS Mileage Rate (2021) | \$0.56 / mile |
| All other expenses | At cost |

June 23, 2021

Silas Clarke
City of Ouray

VIA Email: clarkes@cityofouray.com

Dear Silas,

We are pleased to provide this letter scope and fee estimate proposal to provide Professional Planning Services for a revision to Chapters 8 (Land Use and Development) and 9 (Sign Code) of the Ouray City Code.

Scope of Services:

Our scope of services includes preparing revised code drafts and for Chapters 8 & 9 of the Ouray City Code. We will also revise and integrate the infrastructure design standards where appropriate to ensure a more comprehensive Land Use and Development Code.

The following are the Tasks included in the Project:

- Problem Identification/visioning (meeting #1)
- Development of draft #1 (chapters 7 & 8) also infrastructure specifications
- Coordination with staff/attorney
- Preparation of zoning map and overlays (optional)
- Graphics
- Meetings with stakeholders/Planning Commission (8 total)
- Draft #2
- Public Information Meetings (2)
- Planning Commission Meeting (final recommendation 1 meeting)
- City Council (final adoption 1 meeting)

Deliverables:

- One electronic copy in editable form of final code. All early versions (drafts) will be provided in PDF format only to prevent draft confusion and inadvertent changes.

Assumptions:

- Client will provide public notice, publication, printing and outreach for all public meetings

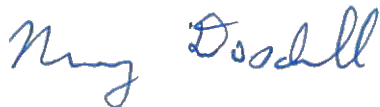
- Client will provide meeting space (or zoom link) for all public meetings
- Client will provide legal review

Fee:

| | | | |
|----------------|--|----|-----------|
| 1 | Problem Identification/visioning (meeting #1) | \$ | 2,370.00 |
| 2 | Development of draft #1 (chapters 7 & 8) also infrastructure | \$ | 22,100.00 |
| 3 | Coordination with staff/attorney | \$ | 1,260.00 |
| 4 | Preparation of zoning map and overlays (optional) | \$ | 4,080.00 |
| 5 | Graphics | \$ | 4,640.00 |
| 6 | Meetings with stakeholders/Planning Commission (8) | \$ | 9,400.00 |
| 7 | Draft #2 | \$ | 4,360.00 |
| 8 | Public Information Meetings (2) | \$ | 2,520.00 |
| 9 | Planning Commission Meeting (final recommendation) | \$ | 1,680.00 |
| 10 | City Council (final adoption) | \$ | 1,680.00 |
| Project Totals | | \$ | 54,090.00 |

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



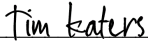
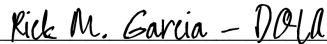
Nancy Dosdall, AICP
Senior Planner

| |
|----------------------|
| EIAF |
| POGG1 NLAA 2022*2632 |

SUMMARY OF SMALL DOLLAR GRANT AWARD TERMS & CONDITIONS

| | | |
|---|--|--|
| State Agency Department of Local Affairs | DLG Number EIAF-A00180 | CMS Number 172524 |
| Grantee City of Ouray | Grant Award Amount \$25,000.00 | |
| Project Number and Name EIAF A-0180 – Ouray Municipal Code | Performance Start Date The later of the Effective Date or November 18, 2021 | Grant Expiration Date September 30, 2022 |
| Project Description The Project consists of updating the zoning and subdivision codes of the City's Municipal Code for the City of Ouray. | Program Name Energy & Mineral Impact Assistance Program (EIAF) | |
| | Funding Source FEDERAL FUNDS | |
| | Catalog of Federal Domestic Assistance (CFDA) Number 15.437 | |
| DOLA Regional Manager <u>Patrick Rondinelli, (970) 749-0138,</u> <u>(patrick.rondinelli@state.co.us)</u> | Funding Account Codes | |
| DOLA Regional Assistant <u>Katherine Boozell, (970) 473-4947,</u> <u>(katherine.boozell@state.co.us)</u> | VCUST# 14169 | Address Code CN002 EFT |

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT


| | |
|--|--|
| DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">DocuSigned by:</div>  <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">1D0B4F9ADC0A49C...</div> By: Tim Katers, EIAF Program Manager Date: <u>12/1/2021 3:36 PM MST</u> | STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">DocuSigned by:</div>  <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">8139CF536BC34AC...</div> By: Rick M. Garcia, Executive Director Date: <u>12/1/2021 4:10 PM MST</u> |
|--|--|

In accordance with Colorado Revised Statutes, this Grant Agreement is not valid until signed and dated below by the State Chief Procurement Officer or an authorized delegate (the “Effective Date”).

STATE CHIEF PROCUREMENT OFFICER

Sherri Maxwell

DocuSigned by:



A30294D6FBFF442...

By: Brenda Lujan, Contracts and Procurement Manager
Department of Local Affairs

Effective Date: 12/7/2021 | 2:22 PM MST

SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of **the City of Ouray (Grantee)** retaining the services of a qualified consultant to update the zoning and subdivision codes of the City's Municipal Code. Changes to the code requirements are necessary to better serve the community. The Grantee is dedicated to providing straightforward planning processes and regulations that echo concerns and priorities of the community.

Eligible expenses include: **consultant fees, RFP/bid advertisements, and attorney's fees.**

Grantee shall provide **\$25,000 in matching funds** to the Project. State shall reimburse its pro-rata share upon review and approval of the submitted costs and associated supporting documentation, and commensurate progress of the Project.

☐ Construction plans and specifications have been drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

☒ A contract shall be awarded to a qualified firm through a formal RFP or competitive selection process.

Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to the Department of Local Affairs upon execution, and any and all contracts entered into by the Grantee or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

2. RESPONSIBLE ADMINISTRATOR

Contractor's performance hereunder shall be under the direct supervision of **Silas Clarke, City Administrator (clarkes@cityofouray.com)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project.

3. TIME OF PERFORMANCE

The Project shall commence upon the issuance of this Small Dollar Grant Award and shall be completed on or before **09/30/2022**.

4. BUDGET

| Line # | Budget Line Type/Project Activities | Total Cost | State Funds | Other Funds | Other Fund Source |
|--------|-------------------------------------|------------|-------------|-------------|-------------------|
| 1 | Consultant Services | \$54,090 | \$25,000 | \$29,090 | Grantee |
| | Total | \$54,090 | \$25,000 | \$29,090 | |

5. W-9 and PAYMENT METHOD

| | |
|------------------------|--|
| W-9. | <input type="checkbox"/> 1. Grantee has submitted their W-9 form to Denver directly (<u>email to Beth</u>) <input checked="" type="checkbox"/> 2. Grantee's W-9 form is being sent with this SCOPE form |
| Payment Method. | <input type="checkbox"/> A. Grantee wants to receive their payment by EFT <input type="checkbox"/> Grantee has submitted their completed EFT forms to Denver directly (<u>email to Beth</u>) <input type="checkbox"/> Grantee's completed EFT forms are being sent with this SOP form <input checked="" type="checkbox"/> Grantee is already set up for EFT in CORE: Provide name of Grantee's bank <u>and</u> last four# of account number where EFT payment should be sent Citizens' State Bank # 0706 <input type="checkbox"/> B. Grantee declines EFT/wants to receive their reimbursement in the form of a snail-mailed WARRANT (check) |

VCUST# 14169

Address code CN002

Payment method

EFT

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
- 5. Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
- 6. Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
- 7. Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.
- 8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee

shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. *[Not Applicable to Inter-governmental agreements]* Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. *[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
- 5. Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
- 6. Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
- 7. Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.
- 8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee

shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. *[Not Applicable to Inter-governmental agreements]* Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. *[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF OURAY, COLORADO
FOR THE YEAR ENDING DECEMBER 31, 2021
(RESOLUTION NO. 21, 2021)**

WHEREAS, the City Council of the City of Ouray, Colorado, has adopted on December 7, 2020, the annual budget for the fiscal year 2021 in accordance with the local Government Budget Law; and

WHEREAS, the City Council of the City of Ouray, Colorado, has made provision therein for total revenues plus beginning fund balances in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law but also necessary to appropriate the revenues and beginning fund balances provided in the budget to and for the funds described below, so as not to impair the operations of the City; and

WHEREAS, additional revenue and expense has been identified that was not projected in December of 2020 for the Parks Fund with total expense now expected to be \$2,400,500; and

WHEREAS, additional revenue and expense has been identified that was not projected in December of 2020 for the Beautification Fund with total expense now expected to be \$82,450; and

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

That the following sums are hereby appropriated from the revenue of each fund to each fund for fiscal year 2021:

| | |
|---------------------|--------------|
| Parks Fund | \$ 2,400,500 |
| Beautification Fund | \$ 82,450 |

ADOPTED this 20th day of December, 2021, by the Ouray City Council.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk