

AGENDA
OURAY CITY COUNCIL
320 6th Avenue – Community Center MASSARD ROOM
MONDAY, March 16, 2020
Regular Meeting – 1pm

- 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

Regular Meeting – 1pm

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING
 - Liquor License Application – Full Tilt Saloon LLC dba Full Tilt Saloon Page 7
5. CEREMONIAL/INFORMATIONAL
 - a. Corona Virus Update – Ouray County Public Health
 - b. Mini-Training – Social Media Page 30
6. APPROVAL OF MINUTES – February 3, 18, and 20 Page 33
7. CITIZENS' COMMUNICATION
 - a. Western Hotel EQR – Greg Pieper
 - b. Others
8. CITY COUNCIL REPORTS/INFORMATION - Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
9. DEPARTMENT REPORTS
 - a. City Administrator Page 46
 - b. Finance and Administration Director Page 48
 - c. Community Development Coordinator Page 67
10. CONSENT AGENDA – Liquor License Renewal – Colorado Boy South, Inc. dba Colorado Boy Southwest Page 68
11. ACTION ITEMS Page 70
 - a. Liquor License Application – Full Tilt Saloon LLC dba Full Tilt Saloon Page 73
 - b. City Temporary Liquor License – Full Tilt Saloon LLC dba Full Tilt Saloon Page 77
 - c. SGM PSA for Engineering of Phase III Geothermal Line Project Page 78
 - d. OTO Contracts Page 90
12. DISCUSSION Page 102
 - a. Emergency Preparedness Budget
 - b. Pool Consultant
 - c. Probationary Period for New Hires
 - d. Accessory Dwelling Unit Code Changes Page 103
 - e. Future Agenda Items
13. EXECUTIVE SESSION - pursuant to C.R.S. § 24-6-402(2)(f) for Discussion Concerning the Interim City Administrator
14. ACTION ITEM - Possible Action Concerning the Interim City Administrator Position Page 110
15. ADJOURNMENT

Posted by _____ Date _____

P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

CONSENT AGENDA ITEMS (March 16, 2020):

Liquor License Renewal – Colorado Boy South, Inc. dba Colorado Boy Southwest

Action Requested – *Will City Council approve the liquor license renewal for Colorado Boy South, Inc. dba Colorado Boy Southwest?*

Background – This is an established business within the City of Ouray that currently possesses a liquor license. As is required by State Statute for all liquor license holders, they must renew their liquor license annually. All the necessary paperwork and administrative requirements have been met and everything is in order for renewal. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal.

Recommendation – City Staff recommends that City Council approve the liquor license renewal of Colorado Boy South, Inc. dba Colorado Boy Southwest.



ACTION ITEMS (March 16, 2020):

Liquor License Transfer Application – Full Tilt Saloon LLC dba Full Tilt Saloon

Action Requested – *Will City Council approve the liquor license transfer application for Full Tilt Saloon LLC dba Full Tilt Saloon?*

Background – This is an established business from another municipality (Ridgway, Colorado) that is relocating to the City of Ouray. Full Tilt Saloon currently possesses a liquor license, however because they are registered within another location, they are required to apply locally and through the State for a Liquor License Transfer. All the necessary paperwork and administrative requirements have been met locally and everything is in order for transfer. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal. This license will not automatically go into effect thereby requiring a temporary license, which is also an action item within this agenda.

Recommendation – City Staff recommends that City Council approve the liquor license transfer application for Full Tilt Saloon LLC dba Full Tilt Saloon.

City Temporary Liquor License – Full Tilt Saloon LLC dba Full Tilt Saloon

Action Requested – *Will City Council approve the City of Ouray Temporary Liquor License for Full Tilt Saloon LLC dba Full Tilt Saloon?*

Background – This is an established business from another municipality (Ridgway, Colorado) that is relocating to the City of Ouray. Full Tilt Saloon currently possesses a liquor license, however because they are registered within another location, they are required to apply locally and through the state for a Liquor License Transfer. All the necessary paperwork and administrative requirements have been met locally and everything is in order for transfer. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal. The permanent license will not

automatically go into effect due to additional State requirements thereby requiring this temporary liquor license. Full Tilt Saloon can function on this temporary license for 120 days from the date of issuance.

Recommendation – City Staff recommends that City Council approve the temporary liquor license application for Full Tilt Saloon LLC dba Full Tilt Saloon.

PSA – SGM Engineering of Phase III Geothermal Line Project

Action Requested – *Will City Council approve the Professional Service Agreement with SGM for Engineering Services for the 3rd phase of the geothermal waterline project?*

Background - The City is currently in the 3rd phase of design and construction for the hot water line delivery system that feeds the Ouray Hot Springs Pool with natural geothermal water. This new line will include updated piping and insulated lining that will further protect and preserve the water and heat. Our data currently shows a loss of approximately 12 degrees from the heat exchange vault at 3rd and Oak to the pool. It is expected that this new improved infrastructure will help preserve the geothermal temps as it travels through the system, thereby providing increased heat at the pool. In 2018 the City began working with SGM on this project, however due to lack of expected grant funding in 2019, the project was delayed. With our approved and budgeted funds for this project this year, we are able to proceed with the improvements.

Recommendation – Staff recommends that City Council approve the PSA with SGM for engineering services for the 3rd phase of the geothermal waterline project.

OTO Contracts and Approval of Audit

Action Requested – *Will City Council approve OTO's audit and proceed with contractual agreements for the next year with the Ouray Tourism Office for Visitor Center Services and Destination Marketing, Management and Design?*

Background – In the last City Council meeting City Council approved separating the visitor center operation contract from the marketing contract and award the visitor center contract for one year at 160K and the marketing contract for one year for 250K. However, City Council will hire a facilitator to assist in developing adequate deliverables and metrics for the marketing contract. The approval and action included that these contracts will be for one year until March 31, 2021 so long as OTO has a clean audit for 2018 and 2019 by noon on March 16, 2020.

Recommendation – Council Decision



DISCUSSION ITEMS (March 16, 2020)

Emergency Preparedness Budget

Background – In light of current concerns with the Coronavirus, it has been requested to have a discussion regarding developing a budgetary plan for the City of Ouray, in case resources need to be allocated differently and certain services suspended.

Pool Consultant

Background – This was a requested discussion item from last council meeting by Mayor Nelson and Mayor Pro Tem Wood. The discussion will focus on the idea of bringing in a consultant to the pool to conduct a full review and assessment of all management, operations, maintenance, etc.

Probationary Period for New Hires

Background – This discussion was a request by Mayor Nelson to discuss the idea of having the City implement a policy/personnel regulation that includes a probationary period for new hires.

Accessory Dwelling Unit Code Changes

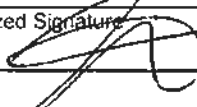
Background – As requested by City Council a few months back, the Planning Commission is taking a look at options with Accessory Dwelling Units and what can be done to incentivize long-term affordable housing throughout the City of Ouray. This discussion will be led by Community Development Coordinator Chris Hawkins.

Future Agenda Items – Council discussion about future agenda items.

2

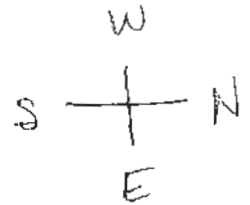
Name	Type of License	Account Number													
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p style="margin-left: 20px;">a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p> <p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align: right;">or</p> <p style="text-align: right;">Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right;">Other: _____</p> <p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align: right;">N/A</p> <p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align: right;">N/A</p> <p>13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? N/A <input type="checkbox"/> <input type="checkbox"/></p> <p>13 b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right;">FUTURE SALOON, LLC 100%</p> <p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Landlord: <u>FOUR D'S COUNTRY IS, LLC</u></td> <td style="width:40%;">Tenant: <u>FUTURE SALOON, LLC</u></td> <td style="width:20%;">Expires: <u>7/15/2025</u></td> </tr> </table> <p style="margin-left: 20px;">b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p> <p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Last Name <u>N/A</u></td> <td style="width:25%;">First Name</td> <td style="width:15%;">Date of Birth</td> <td style="width:15%;">FEIN or SSN</td> <td style="width:12%;">Interest/Percentage</td> </tr> <tr> <td>Last Name <u>N/A</u></td> <td>First Name</td> <td>Date of Birth</td> <td>FEIN or SSN</td> <td>Interest/Percentage</td> </tr> </table> <p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p> <p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:</p> <p style="margin-left: 20px;">Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right;">Number of additional Optional Premise areas requested. (See license fee chart) <u>NA</u></p> <p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. NA</p> <p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p style="margin-left: 20px;">a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;">If "yes" a copy of license must be attached. NA</p>			Landlord: <u>FOUR D'S COUNTRY IS, LLC</u>	Tenant: <u>FUTURE SALOON, LLC</u>	Expires: <u>7/15/2025</u>	Last Name <u>N/A</u>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	Last Name <u>N/A</u>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Landlord: <u>FOUR D'S COUNTRY IS, LLC</u>	Tenant: <u>FUTURE SALOON, LLC</u>	Expires: <u>7/15/2025</u>													
Last Name <u>N/A</u>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage											
Last Name <u>N/A</u>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage											

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
23. For all on-premises applicants:				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
TILTON	JEREMIAH			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information.				
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	% Owned
JEREMIAH TILTON				
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

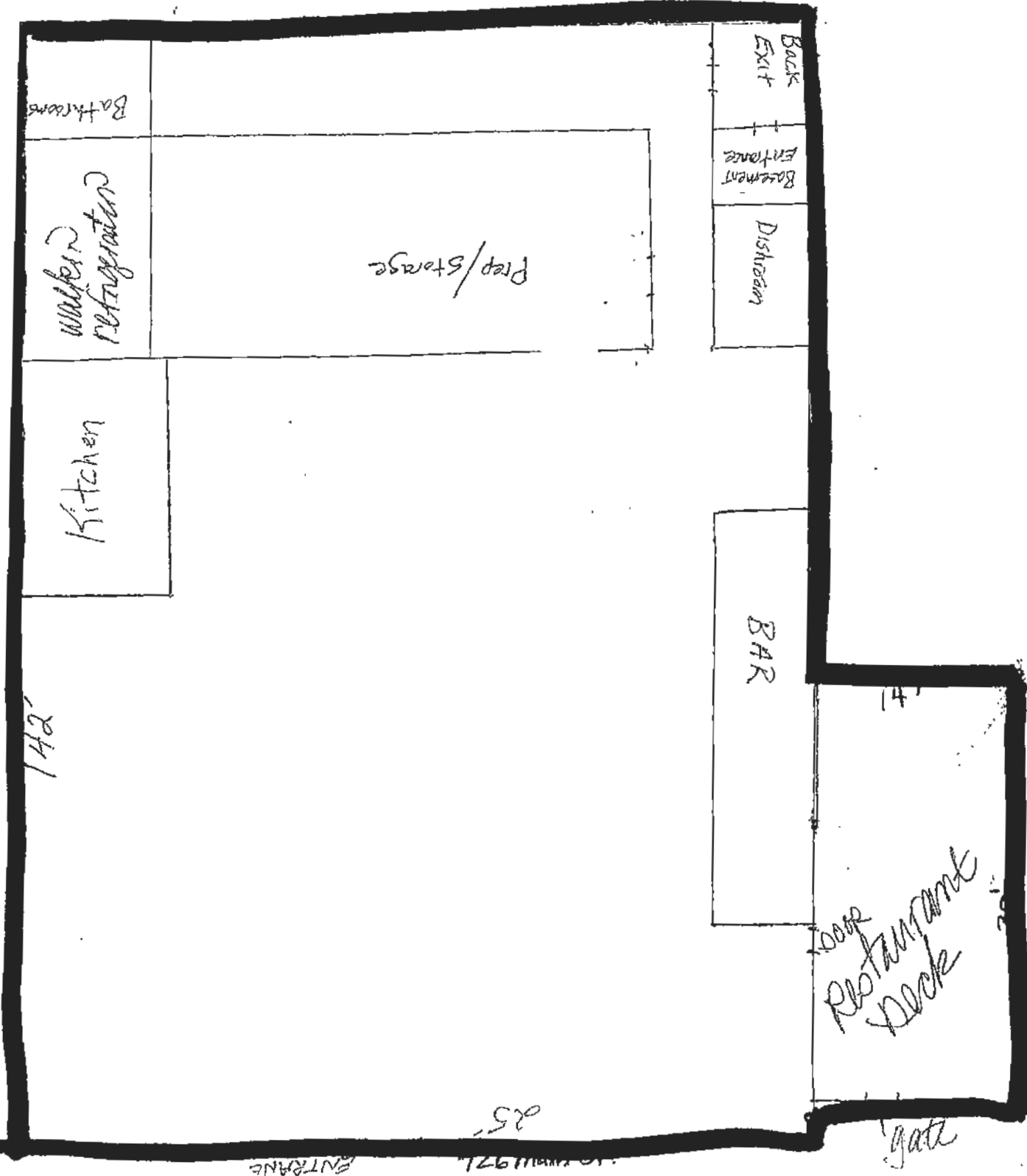
Name		Type of License	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title JEREMIAH A. TURNER		Date 3/13/2020
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				<input type="checkbox"/> <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

FULL TIG SALOON

726 Main St.
Duray, CO 81427



Main Floor



FULL TILT SALOON
726 Main St.
Duray, CO 81427

Basement

Basement
ENTRANCE

Men's Center

I, the undersigned, as a resident of the City of Ouray, do hereby state
 Hotel & Restaurant License to FULL TIME SALOON, TAVERN
BEER & WINE TAP. As grounds for my support, I state that a
 have the sales of alcohol available at this location. I understand that
 to comply with all Colorado State Liquor License Regulations. I further
 the reasonable needs and desires of the residents of the City of Ouray
 sales of alcohol at 126 Main Street, Ouray.


NAME	SIGNATURE
Marissa Huddleston	Marissa Huddleston
John Weikert	John Weikert
Kate Jones	Kate Jones
CT Davids	CT Davids
Michelle England	Michelle England
RUTHIE McDONALD	RUTHIE McDONALD
Dennis Richards	Dennis Richards
HANS VANDER PLOEG	HANS VANDER PLOEG
Erin Gillespie	Erin Gillespie
PEGGY LINDSEY	PEGGY LINDSEY
Michelle Pivora	Michelle Pivora
Amy Houghton	Amy Houghton
Kyle Vernon	Kyle Vernon
CAROL BONNATT	CAROL BONNATT
Diana Bennett	Diana Bennett
NATHAN DISSE	NATHAN DISSE
Cory B Sargent	Cory B Sargent
BRAD JOHNSON	BRAD JOHNSON
Shawn West Young	Shawn West Young
Mike Murphy	Mike Murphy
Vanessa Brown	Vanessa M. Brown
Laurea Sargent	Laurea Sargent

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Full tilt Saloon LLC, 726 Main Street, owned by Jeremiah Tilton. As grounds for my support, I state that as a business owner, I believe that Full tilt Saloon, 726 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Full tilt Saloon will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name ERIN EDDY

Business OURAY BREWERY

Business Address 607 MAIN ST.

Signature 

Date 2/7/2020

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Full tilt Saloon LLC, 726 Main Street, owned by Jeremiah Tilton. As grounds for my support, I state that as a business owner, I believe that Full tilt Saloon, 726 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Full tilt Saloon will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name HANS VANDER PLOEG

Business Brickhaus 737

Business Address 737 main str.

Signature Hans Vanderploeg

Date 2/5/20

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Full hit Saloon LLC, 726 Main Street, owned by Jeremiah Tilton. As grounds for my support, I state that as a business owner, I believe that Full hit Saloon, 726 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Full hit Saloon will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name PEGGY LINDSEY

Business Duray Real Estate Corporation

Business Address 635 Main Street

Signature Peggy Lindsey

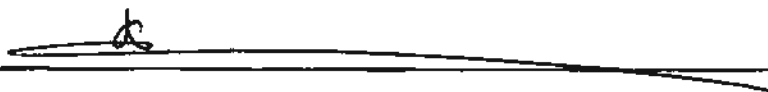
Date 02/05/2020

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Name Khris Dunham

Business Christopher's Curmaire

Business Address 545 Main St

Signature 

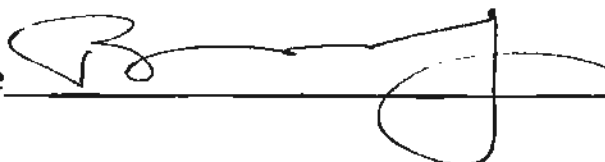
Date 2/5/20

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Name BRUCE GULDE

Business MTN FEVER SHIRTS & GIFTS

Business Address 644 MAIN ST

Signature 

Date 2.5.2020

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Full tilt Saloon LLC, 726 Main Street, owned by Jeremiah Tilton. As grounds for my support, I state that as a business owner, I believe that Full tilt Saloon, 726 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Full tilt Saloon will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Alex Castagneto

Business The Goods Ouray

Business Address 219 7th Ave

Signature 

Date 2/5/2020

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Full tilt Saloon LLC, 726 Main Street, owned by Jeremiah Tilton. As grounds for my support, I state that as a business owner, I believe that Full tilt Saloon, 726 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Full tilt Saloon will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name John Weiherst

Business Mouses Chocolates

Business Address 520 Main St

Signature 

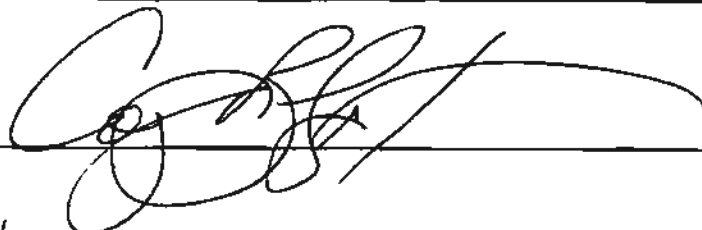
Date 2-5-20

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Name Cory B Sargent

Business Hill House LLC, Brickhouse 737 LLC

Business Address 737 Main Street

Signature 

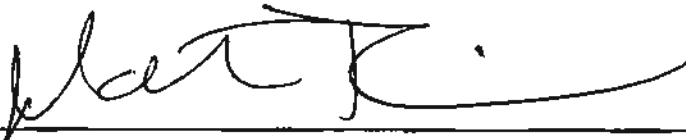
Date Feb 9, 2020

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Name NATHAN DISER

Business SAN JUAN MOUNTAIN GUIDES

Business Address 725 Main St Ouray, CO 81427

Signature 

Date 2/5/20

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Full Tilt Saloon LLC 726 Main Street, owned by Jeremiah Tilton. As grounds for my support, I state that as a business owner, I believe that Full tilt Saloon, 726 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Full tilt Saloon will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Brad Clark

Business Ouray Hardware

Business Address 700 Main st.

Signature Brad Clark

Date 2-5-20

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to FULTON SALOON, LLC 776 Main Street, owned by Herbert T. Turok As grounds for my support, I state that as a business owner, I believe that FULTON SALOON, 776 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the FULTON SALOON will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name John J. Warren

Business Red Mountain Brewing

Business Address 400 Main St.

Signature John J. Warren

Date 02/04/2020

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Full tilt Saloon LLC, 726 Main Street, owned by Jeremiah Tilton. As grounds for my support, I state that as a business owner, I believe that Full tilt Saloon, 726 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Full tilt Saloon will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Tim E Hauser

Business BON TON RESTAURANT

Business Address 426 MAIN ST OURAY

Signature Tim E Hauser


Date 2/5/20

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Full Hit Saloon LLC, 726 Main Street, owned by Jeremiah Tilton. As grounds for my support, I state that as a business owner, I believe that Full Hit Saloon, 726 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Full Hit Saloon will broaden the appeal of Ouray and draw even more visitors to Ouray. I see this as benefit to both my business and the Ouray business community in general. By signing below, I am signifying my agreement with these statements.

Name Jim Hutchison

Business Mr. Grumpy Pants Brewery

Business Address 703 Main St.

Signature 

Date 2-5-20

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Name Michelle Poirier

Business The Blue Pear

Business Address 645 MAIN ST Ouray

Signature M. Poirier

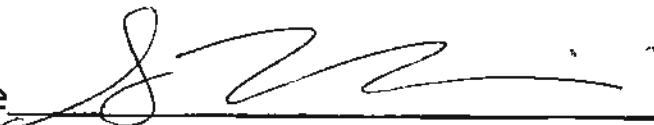
Date 2/5/2020

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Name Shauna Mikelich

Business Colorado Bay South Inc.

Business Address 515 Main St

Signature 

Date 2/5/2020



Tips for Elected Officials

Using Social Media

- ❖ Post a disclaimer in your **About** section on your Facebook page that identifies the accounts purpose and any rules. (see below for an example)
- ❖ Use your page to let your constituents know what you've been up to. Post public service announcements, pictures of volunteer work you've done; post upcoming City events, re-post articles from the City's newsletter, links to stories that talk about Ouray and how awesome it is. Stick to helpful posts – avoid controversial ones.
- ❖ Remember COML (Colorado Open Meetings Law) – don't engage with other council members regarding any city matters, this could be considered a meeting.
- ❖ If you do post something that prompts people to respond, don't delete comments, even the negative ones – these could be considered under the Colorado Open Records Act, which includes "the correspondence of elected officials".
- ❖ Be careful in how you word your posts if you share an agenda for a council meeting or even a planning commission meeting. You don't want to get caught in an ex-parte scenario.
- ❖ Don't comment on any pending city matters.
- ❖ Don't use the official City logo – this will alleviate any confusion on whether your page is an "official" City page.

Sample Disclaimer: This is a page where ideas and information about our community are welcome, but they should be shared and communicated in a respectful manner. Comments that contain vulgar language, personal attacks of any kind, or offensive comments that disparage or discriminate on the basis of protected classes such as race, color, age, ancestry, religion, national origin, gender, military status, sexual orientation, or disability, are prohibited. Users who repeatedly violate this will be blocked. (Courtesy of CIRSA)

City of Ouray Facebook Page Policy:

- We appreciate your interest in the City of Ouray. We aim to be as transparent as possible and we encourage engagement with our community.
- The City of Ouray appreciates comments and posts from viewers, whether you agree with our post or not. However, your comments must be appropriate and relevant, or they will be removed.
- We are committed to responding as quickly as we can to posts, comments and questions – and we aim to clarify any details or specifics as best as we can.
- We understand that there will be times that you don't agree with what we have posted, and you have a right to express your disagreement. However, we will not tolerate any abusive language towards any of our staff, or anyone who has commented on our page. Offensive, disparaging and insulting posts will be deleted.

Posts that will be deleted include:

- Any content that is profane, obscene or abusive;
- Any content that is defamatory or violates the privacy of others;
- Any content that in any way promotes discrimination regarding race, color, age, religious, gender, disabilities, sexual orientation, nationality, etc.;
- Any solicitations;
- Any content that advocates illegal activity or violence;
- Any content that could compromise the safety of our police officers and employees.

By using our Facebook page, you are participating at your own risk and taking personal responsibility for your comments as well as any other information included. For complete information, please visit www.cityofouray.com.

Ouray Police Department Facebook Page Policy:

- We appreciate your interest in the Ouray Police Department. We aim to be as transparent as possible and we encourage engagement with our community.
- The Ouray Police Department appreciates comments and posts from viewers, whether you agree with our post or not. However, your comments must be appropriate and relevant, or they will be removed.
- We are committed to responding as quickly as we can to posts, comments and questions – and we aim to clarify any details or specifics as best as we can.
- We understand that there will be times that you don't agree with what we have posted, and you have a right to express your disagreement. However, we will not tolerate any abusive language towards our officers, or anyone who has commented on our page. Offensive, disparaging and insulting posts will be deleted.

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- Any content that is profane, obscene or abusive;
- Any content that is defamatory or violates the privacy of others;
- Any content that in any way promotes discrimination regarding race, color, age, religious, gender, disabilities, sexual orientation, nationality, etc.;

- Any solicitations;
- Any content that advocates illegal activity or violence;
- Any content that could compromise the safety of our officers and employees.

By using our Facebook page, you are participating at your own risk and taking personal responsibility for your comments as well as any other information included.

**Ouray City Council Regular Meeting
Summarized Minutes
Monday, February 3, 2020 at 6:00pm
MASSARD ROOM – Ouray Community Center**

1. CALL TO ORDER

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

2. ROLL CALL

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

Also present were City Administrator Justin Perry, City Resources Director Rick Noll, Public Works Director Joe Coleman, Community Development Coordinator Chris Hawkins, Finance and Administration Director Melissa Drake, and City Attorney Carol Viner

3. THE PLEDGE OF ALLEGIANCE WAS RECITED

4. CEREMONIAL/INFORMATIONAL

a. Waste Management

Ellie Reynolds, with Waste Management, gave an update to Council regarding recycling on an international, national, and corporation basis.

b. Uncompahgre Watershed

Tonya Ishikawa, with Uncompahgre Watershed, spoke about their annual report and brochure.

5. APPROVAL OF MINUTES

a. January 6, 2020

Mayor Nelson asked if there were any corrections to the minutes. There were none. He stated that the minutes stand approved.

b. January 21, 2020

Councilor Boyd asked that his comments in the PUD Amendment section regarding his concerns about safety in the 2nd egress be noted in the minutes of January 21, 2020.

Councilor Boyd made a motion to approve the January 21 minutes with the above correction. Mayor Pro Tem Wood seconded the motion and it was approved on unanimous vote.

6. CITIZENS' COMMUNICATION

Heidi Pankow, with OTO, stated that the San Juan Scenic By-way has selected Ouray as the location of its conference in May. Registration is on the CDOT website.

7. CITY COUNCIL REPORTS/INFORMATION

- a. Mayor Pro Tem Wood** – CEDC meeting is not tomorrow but will occur later this month; IPAT project is on track
- b. Councilor Ethan Funk** – up to \$3,000 grant available from Tri-state Electric for a car charging station and San Miguel Power has agreed to make the 50% match on that project
- c. Councilor Peggy Lindsey** – tomorrow is her first meeting with the Uncompahgre Valley Water Users
- d. Councilor Boyd** – nothing to report
- e. Mayor Greg Nelson** – Gave an overview of the Budget Review work session held on January 27th; attended an OIPI meeting on the water project; Council held a work session today on the Visitor Center and DMMD contracts

8. DEPARTMENT REPORTS

a. City Administrator

City Administrator Justin Perry stated that videos are now included in the monthly newsletter, an Instagram account has been created for the City, and he will be at CCCMA Conference this week and the Building Better Place Conference next week.

b. Police Chief

Chief Jeff Wood state that Casey Canfield finished is FTO training, Ice Fest was very busy for the Police Department and only one crime was reported, January and February are the busiest months for police training

c. Public Works Director

Nothing to add to the packet

d. City Resources Director

February 16th is Cabin Fever Day

9. CONSENT AGENDA

- a. Special Events Permit Application – Paradox Sports, Got Stump Event, February 29th**
- b. Bed & Breakfast Permit Application Renewal – China Clipper B&B LLC dba China Clipper B&B**

Councilor Boyd made a motion to approve the Consent Agenda. Councilor Funk seconded the motion and it was approved on unanimous vote.

10. ACTION ITEMS

a. Agreement Letter with JVA for Master Plan Update

Cooper Best, with JVA, via phone, joined the meeting. City Council spoke with Mr. Best about the proposal.

Councilor Boyd made a motion to table this item and have an executive session before considering the agreement letter. Mayor Pro Tem Wood seconded the motion.

Citizen Wayne Pandorf spoke about his research on the sewer lagoons.

The motion was approved on unanimous vote.

b. Request to Remove Restrictive Covenant and Determine Water and Sewer Investment and Tap Fees Owed – 340 9th Ave

City Attorney Carol Viner gave an overview of the request to remove the covenant which requires the unit to be rented long-term only and waive or reduce tap fees.

Michael Hockersmith, attorney for the applicants, gave additional details on the request. Council discussed this item with Mr. Hockersmith and staff.

Craig Hinkson, former Council member, stated that this was the City's first attempt at affordable housing.

Dave Doherty stated that the issue came up when he was working for the City. He gave additional information and background.

Councilor Boyd made motion to deny the request. Councilor Funk seconded the motion and it passed on unanimous roll-call vote.

c. Ordinance 2, Series 2020 – Regarding Refinancing COP - First Reading

Administrator Perry introduced Paul Wisor, City Bond Attorney. Mr. Wisor gave an overview of government financing, bonds, capital projects, and the City's COP (Certificate of Participation or Lease/Purchase Agreement). Council discussed the ordinance with Mr. Wisor and staff.

Councilor Boyd made a motion to approve Ordinance 2, Series 2020. Councilor Funk seconded the motion and it was approved on unanimous roll-call vote.

11. DISCUSSION ITEMS

a. Flume Tax Renewal

Mayor Nelson noted that the current flume tax expires at the end of 2020. Council discussed and scheduled a work session on this topic and other possible ballot questions for April 6th at 4pm.

b. Camp Bird Road Closures

Mayor Pro Tem Wood spoke about Camp Bird Road (County Road 361) closures relating to emergencies, avalanches, and avalanche mitigation. He stated that the silver mine has been closing the road without engaging the stakeholders which blocks guides from using the road. Council discussed.

Ben Tisdell, Ouray County Commissioner, spoke about the road stakeholder work group, avalanche mitigation, and extension of closures due to violators of the closure going into the backcountry.

c. Future Agenda Items

None

12. ADJOURNMENT

At 8:42pm, Councilor Boyd made a motion to adjourn the meeting. Mayor Pro Tem Wood seconded the motion and it was approved on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on February 3, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 12th day of March 2020.

Melissa M. Drake, City Clerk

**Ouray City Council Regular Meeting
Summarized Minutes
Tuesday, February 18, 2020 at 6:00pm
MASSARD ROOM – Ouray Community Center**

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 6:04 p.m.

2. ROLL CALL

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

Also present were City Administrator Justin Perry, City Resources Director Rick Noll, Police Chief Jeff Wood, Public Works Director Joe Coleman, Finance and Administration Director Melissa Drake, and City Attorney Carol Viner.

3. THE PLEDGE OF ALLEGIANCE WAS RECITED

4. PUBLIC HEARING

Consideration of Ordinance 02, Series 2020 – Regarding Refinancing COP

Mayor Nelson opened the public hearing.

Since there were no public comments, Mayor Nelson closed the public hearing.

5. CEREMONIAL/INFORMATIONAL – none

6. CITIZENS' COMMUNICATION

Jason Perkins, Ouray RV Park and Cabins, stated that Bev helped him clear up the EQR rates for washing machines in order to open a laundromat to the public on a membership basis for a 6 month trial run.

7. CITY COUNCIL REPORTS/INFORMATION

- a. **Councilor Glenn Boyd** – none
- b. **Councilor Ethan Funk** – Cabin Fever days went off very well, he would like to thank the volunteers who helped pull it off.
- c. **Councilor Peggy Lindsey** – Uncompaghe Valley Water Users Association is gathering new data on flows, and reports better water storage than last year. Drought not officially over, but looking positive. Going to CAST meeting in March.
- d. **Mayor Pro Tem John Wood** – Emergency meeting of CEDC concerning grants. Anticipating a good meeting now that new members have been appointed.
- e. **Mayor Greg Nelson** – Building Better Places training in Grand Junction with other cities in Idaho, Montana and Colorado. Plans to engage people in community plan and city vision. Ideas for main street crosswalks and beautification. Meeting with Ben Tisdell from county talking about affordable housing and other community issues. Justin Perry handed in his resignation effective March 27.

8. DEPARTMENT REPORTS

- a. **City Administrator** – Attended City/County Manager conference and Building Better Places meeting in the last two weeks. Meeting with Ridgway about housing postponed from February 25 or 26 to early March. Met with Connie Hunt as well as Ridgway administrator about 2020 Census. Meeting for the public scheduled March 18th at 6:00 pm at the County Fairgrounds. Reminder about CML conference coming up in June. Councilor Boyd reiterated the usefulness of attending these each year. Sidewalk replacement program to be refined and brought back to council for approval. Councilor Wood received a quote regarding sidewalk replacement for tearing out, replacing and hauling the rubble to Montrose that he would like to pursue. Councilor Funk would like to direct Mr. Perry to pursue sidewalk replacement for the core commercial district.

Tom Tyler would like to alert council to include Joe Coleman and Public Works for sidewalk replacement plans for curb boxes.

- b. **Finance and Administration Director** – Working with auditor on financial statement, hopefully available in near future. Provided pool revenue report and preliminary Parks Fund financial report for 2019. Revenues and attendance were down for the year, Mayor Nelson wants to make sure that the issues are being addressed. Rick Noll attributed the decline in attendance partially to employee turnover. Councilor Funk stated that it is a 1% decrease and is not sure it is statistically significant to research. Councilor Wood wants to compare revenues to businesses in town to see if they are seeing the same trends. Ms. Drake reported to council that the city will be changing the auto attendant phone system to have two live people's phones ring before the auto attendant picks up.

c. **Community Development Coordinator** – out of town, refer to information in packet.

9. **CONSENT AGENDA**

Liquor License Renewal – TABJ Companies LLC dba Silver Eagle Saloon

Mayor Pro Tem Wood made a motion to approve the Consent Agenda. Councilor Funk seconded the motion. Councilor Lindsey says she was approached about the fairness of the EQR rate for the saloon. Mr. Perry encouraged the owner to talk to him about the EQR rate since that was not the issue for discussion at this time. The motion passed on unanimous vote.

10. **ACTION ITEMS**

a. Ordinance 2, Series 2020 – Regarding Refinancing COP – Second Reading

Councilor Boyd made a motion to approve the Ordinance allowing the City to refinance the COP. Mayor Pro Tem Wood seconded the motion and it passed on unanimous roll-call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	X			
John Wood	X			
Glenn Boyd	X			
Ethan Funk	X			
Peggy Lindsey	X			

b. Resolution 4, Series 2020 – Regarding Ouray County Sheriff

Councilor Boyd recused himself since he is employed by the county.

Councilor Funk made a motion to postpone the Resolution indefinitely. Mayor Pro Tem Wood seconded the motion. Councilor Funk says there are already processes in place to remove elected officials and the city should not take a position in another entity's election, just like he would not like the county to interfere in a council member's recall election, for example. Mayor Pro Tem Wood believes the city needs to make a statement. Councilor Funk's motion failed 1 to 3, with Councilor Funk voting "Yes."

Mayor Pro Tem Wood made a new motion to approve but remove the statements about the Ouray Police Department. Councilor Lindsey seconded the motion.

Mayor Nelson opened the floor for public comment.

Dawn Glanc urged council to let the recall petition and votes say what is needed to be said.

Eric Funk said this is a dangerous precedent for the city to set.

Mayor Nelson closed the floor for public comment. The motion passed on a 3 to 1 vote, with Councilor Funk voting against.

Councilor Boyd rejoined the meeting.

c. Dowl Engineering Agreement – Box Cañon Road Repairs

Councilor Boyd made a motion to approve the Agreement with Dowl Engineering. Mayor Pro Tem Wood seconded the motion. Mayor Pro Tem Wood wants to ensure that the underlying causes of the road deterioration is addressed while the road is being repaired. Motion passed on unanimous vote.

d. PSA with Preservation Studio, Inc. for Work on the Columbus Building State Historic Fund Grant

Councilor Funk made a motion to approve the PSA with Preservation Studio Inc. Finance and Administration Director Drake confirmed that no city money was budgeted for this, it is entirely separate from city funds. Mayor Pro Tem Wood seconded the motion and it passed on unanimous vote.

11. DISCUSSION ITEMS

a. Mobile Vendor Ordinance

A temporary ordinance was created for mobile vendors but has now expired. Mobile vendors have stated that it was not productive and they will not be pursuing again. Council and staff will not move forward with a permanent ordinance at this time since there is no demand.

b. Robert's Rules of Order

Councilor Funk would like to review Robert's Rules of Order in council meetings to add more structure to meetings. Councilor Boyd requested Councilor Funk to type up a loose structure for council to review and agree upon on the upcoming council retreat.

c. Tread Lightly Training

Mayor Pro Tem Wood would like to encourage bringing the Tread Lightly group into the city as a co-branding effort with large events such as Jeep Jamboree that will broadcast the message about respecting the environment to their membership when they visit.

Mayor Nelson opened the floor for public comment

Dawn Glanc, representing OTO, stated her support for trail preservation training but advised council that many people and groups are already in support and report any destructive behavior they witness.

Craig Hinkson, president of 6 Basins, spoke of his organization's efforts to provide signage, bathrooms, and posted rules of the road for guests.

Lou Hart asked that we refrain from accusatory tones when working with the groups and position them as allies in protecting the trails.

Mayor Pro Tem Wood will meet with the City Administrator to prepare a resolution with City Attorney Carol Viner.

d. Future Agenda Items

- Sidewalk plan with proposal for City action
- Broadband update – County willing to present update to City as a work session
- Planning commission update
- Proposed new agenda item for staff to report back to council on council directions. Idea was given to include in Administrator's report on any directions given from council
- RFP for pool operation
- Council work session proposed on affordable housing and planning commission findings
- Brad Clark would like to propose posting the expenditures in the newspaper again. It was stated that the expenditures are posted on the city website in Council packets.

12. EXECUTIVE SESSION

For a conference with the City attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) concerning employment, hiring, and contract services, practices and procedures; and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402(4)(e) regarding the City Attorney contract for services.

Motion to begin executive session made at 7:57 pm, as well as emergency session to discuss city administrator position. Councilor Boyd made the motion, Mayor Pro Tem Wood seconded. Motion passed on unanimous vote.

At 9:42 pm, the Executive Session ended.

13. ADJOURNMENT

At 9:42 pm, Councilor Funk made a motion to adjourn the meeting. Mayor Pro Tem Wood seconded the motion and it was approved on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on February 18, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 12th day of March, 2020.

Melissa M. Drake, City Clerk

Ouray City Council Regular Meeting Summarized Minutes
Thursday, February 20, 2020 at noon
Citizens State Bank – Downstairs Meeting Room

1. CALL TO ORDER

Mayor Nelson called the meeting to order at noon.

2. ROLL CALL

Mayor Greg Nelson – Present

Mayor Pro Tem John Wood – Present

Councilor Glenn Boyd – Present

Councilor Ethan Funk – Present

Councilor Peggy Lindsey – Present

Also present were City Administrator Justin Perry, City Resources Director Rick Noll, Police Chief Jeff Wood, Public Works Director Joe Coleman and Finance and Administration Director Melissa Drake

3. ACTION ITEM – Provide Direction to Staff Regarding the Hiring Process to Replace the City Administrator

Council discussed the process and made the following motions:

- a. Councilor Boyd made a motion to hire an Interim City Administrator for 4 to 6 months. Mayor Pro Tem Wood seconded the motion. Council discussed and Councilor Boyd amended his motion to be 4 to 8 months. Mayor Pro Tem Wood agreed to the amendment. The motion passed on unanimous vote.
- b. Councilor Boyd made a motion to hire a search firm to assist in hiring the permanent City Administrator position. Councilor Lindsey seconded the motion and it was approved on unanimous vote.
- c. Councilor Funk made a motion to do a national search for the permanent position. Councilor Boyd seconded the motion and it was approved on unanimous vote.
- d. Councilor Boyd made a motion to follow the hiring process in the personnel regulations for the permanent Administrator position and pick a top 4 to be interviewed by 4 panels: Council, Staff, Professionals, and Community. Panel interviews would be followed by a public Met & Greet event, after which the panels will reconvene to assess Meet & Greet interactions. Council will consider panel input and then make the final decision. Mayor Pro Tem Boyd seconded the motion and it was approved on unanimous vote.

Council also stated that any resumes for the interim position should be forwarded to City Attorney Carol Viner.

They continued discussion of the process.

4. ADJOURNMENT

At 12:21 pm, Councilor Funk made a motion to adjourn the meeting. Councilor Boyd seconded the motion and it was approved on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on February 20, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 12th day of March, 2020.

Melissa M. Drake, City Clerk

Administrator Report – 3.12.20

- Conducted our weekly staff meeting with the Leadership Team. The following are highlights from each department:
 - Public Works – Working with Dowl Engineers on the Box Cañon road work project. In the process of cleaning sewer lines for our annual maintenance. Grease infiltration was found and they are currently looking into where it came from.
 - Finance and Admin – Still working with our auditor on closing 2019 financials. Phone changes have been implemented and now have Julie answering the phone as the primary.
 - City Resources – Complete safety audit is being conducted at the pool by American Red Cross. Two surprise inspections will be conducted throughout this year.
 - PD – Chief Wood will be starting Coffee with the Chief. He'll conduct this at various locations but the first will likely be Campbells. Golf carts will be ordered soon so as to equip them in time for the summer season. Hoping to have this completed by the first part of June. PD will be working closely with Colorado Parks and Wildlife on the bear aware program.
 - Community Development – Working on the plan update for the meeting on the 17th. Getting things arranged and organized for the new Coordinator who is supposed to be here by the 30th.
- Had meeting with Melissa and discussed financials and funds. We are still waiting for some items from Blair and Associates before we can fully complete the 2019 financial report. Discussed the Corona Virus and the potential for employees to work from home. IT is currently working on a plan for City Admin staff in the event City Hall is closed and work has to be conducted remotely. In addition we discussed social media and Jenn's current position. It is agreed that all social media should be conducted by one person to ensure we have good consistent messaging. We will be making this change in March, which will include all social media resources including the pool.
- Met with Rebecca and discussed personnel items and a review of a few job descriptions.
- Attended the Multi-Agency Coordination Meeting and received updated information on the Corona Virus. We have invited Ouray County Public Health to attend our March 16th Council meeting to present all updated information regarding the virus.
- Conducted weekly meeting with Community Development Coordinator Chris Hawkins. In addition to the community plan update, he is working on various land use issues throughout the City. He'll be working with the building inspector to ensure further compliance of sidewalk code, grease traps, and backflow prevention. Chris will be working with our new Coordinator for approximately one month to assist with the transition.
- Met with Mayor Nelson, Mayor Pro Tem Wood, and Joe at the Phase 3 Geothermal Line project location. We discussed possible route options for the new line, which include bypassing the vault and traveling on the southern property. I will be discussing options

with the property owners over the next few weeks to determine what might be available for the City.

- I sent certified letters to both property owners above Oak Street notifying them of the Geothermal Line project. This is required per our agreement. John Nixon has replied and submitted a letter with recommendations for council to review.
- Conducted an agenda prep meeting with Mayor Nelson and Mayor Pro Tem Wood. While in the meeting we also discussed setting up a broadband stakeholder work session in April sometime.
- Conducted weekly staff meeting with the following update highlights:
 - City Resources – Ski tow is closed for the season. The season went great and the snow was pretty decent throughout the season. Red Cross conducted their unannounced audit and inspection of the pool. Ouray Hot Springs did very well with the review, with only some minor items to reconcile. Rick has been in communication with PARC committee about the climbing boulder placement. The Climbers Alliance approached the City last year on this and discussions on placement were conducted at an open City Council meeting.
 - Finance – We have received most information from the auditor and are in the process of updating financials so we can complete 2019.
 - PD – Discussion about the Coronavirus and limiting officers from responding to general sickness reports. Personal Protective Equipment is limited and to ensure protection of officers, it was discussed that they not respond to general illness reports with EMS but only to those reports that would warrant officer involvement or assistance. PD attended the “safetalk” meeting and learned principles of speaking with individuals who might be contemplating suicide. IT was recommended by the Chief that other City officials take this class, as the general awareness is great for all.
 - Public Works – The Sled Hill is closed for the season. Jenn will post this on social media to alert the public that this is now an open road for vehicular travel. While cleaning sewer lines they found a location where geothermal water was being discharged into the system from a hotel. They immediately met with the hotel owner and the situation has been rectified.
- Spoke with our Placement Agent with Northland Securities regarding our COP re-finance. The RFP bid process closes on March 20th and decisions will be made very quickly thereafter.
- I met with Mayor Nelson, Joe Coleman and a concerned citizen. In this meeting we discussed private snow plowing complaints as well as City’s operating procedures and response to complaints.
- Mayor Nelson, Joe Coleman and I conducted a sidewalk inventory of Main Street of locations that were in need of repair. City staff will be putting together a presentation for a council meeting in the near future to further discuss the sidewalk replacement program.

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2012	2013	2014	2015	2016	2017	2018	2019	2020	20 VS 19
Month										
January	4452	4343	4349	5712	5826	5113	5782	6187	6184	-0.05%
February	3446	3673	3874	4816	5226	4509	5085	5582		
March	2975	2746	2949	3394	3638	3499	4763	4087		
April	1912	1661	1836	2236	2660	2411	3080	2827		
May	4914	4248	4149	5047	5850	5939	7396	7892		
June	10282	10971	10718	12015	13521	14494	14578	14982		
July	16781	16285	17248	19171	19960	20248	19802	19419		
August	14672	13688	15198	16477	16949	17344	17613	18571		
September	12361	12004	13377	15478	16149	16526	17743	18452		
October	4876	5825	6450	7937	7691	7762	7462	9382		
November	1709	2084	1936	2141	2113	2674	2856	3237		
December	2805	3589	3696	3656	3382	4226	5038	4264		
Total Rooms	81185	81117	85780	98080	102965	104745	111198	114882		

6184
Year to Date

DOLLARS										
January	\$11,755	\$11,729	\$11,848	\$15,867	\$15,819	\$13,795	\$16,294	\$22,346	\$24,782	10.90%
February	\$8,855	\$9,749	\$10,430	\$12,468	\$13,908	\$12,648	\$14,021	\$19,508		39.14%
March	\$7,792	\$7,260	\$7,945	\$9,240	\$9,505	\$9,529	\$12,884	\$14,413		11.86%
April	\$4,974	\$4,475	\$4,975	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312		2.74%
May	\$13,131	\$11,738	\$11,357	\$13,876	\$15,372	\$15,734	\$19,031	\$22,055		15.89%
June	\$26,440	\$28,572	\$28,419	\$31,431	\$34,498	\$36,654	\$36,236	\$62,208		71.67%
July	\$43,054	\$42,369	\$44,740	\$47,884	\$49,767	\$50,344	\$49,371	\$109,838		122.47%
August	\$34,737	\$35,708	\$40,035	\$41,643	\$41,801	\$42,090	\$43,236	\$90,712		109.81%
September	\$33,413	\$32,326	\$35,960	\$40,336	\$41,704	\$41,965	\$44,480	\$79,224		78.11%
October	\$13,309	\$15,848	\$17,556	\$21,385	\$20,717	\$20,355	\$19,711	\$37,411		89.80%
November	\$4,261	\$5,348	\$5,092	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367		48.10%
December	\$7,617	\$9,816	\$9,918	\$9,571	\$9,590	\$11,882	\$13,622	\$17,540		28.76%
Total Dollars	\$209,338	\$214,938	\$228,275	\$254,538	\$265,116	\$268,369	\$283,976	\$493,934		

BC portion
\$2,943

\$987,867 \$24,782
Year to Date Year to Date

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

	2018				2019				2020			
	Avail.	Rooms		<i>Exempt</i>	Avail.	Rooms		<i>Exempt</i>	Avail.	Rooms		<i>Exempt</i>
	Rooms	Rented	Occ.%	<i>Rooms</i>	Rooms	Rented	Occ.%	<i>Rooms</i>	Rooms	Rented	Occ.%	<i>Rooms</i>
	+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins			
January	16882	5782	34.2%	244	19347	6187	32.0%	387	19177	6184	32.2%	320
February	15960	5085	31.9%	261	17528	5582	31.8%	287				
March	17293	4763	27.5%	252	18379	4087	22.2%	388				
April	16699	3080	18.4%	213	18261	2827	15.5%	247				
May	20713	7396	35.7%	401	22739	7892	34.7%	334				
June	21403	14578	68.1%	626	21679	14982	69.1%	302				
July	21763	19802	91.0%	815	22913	19419	84.8%	452				
August	21741	17613	81.0%	837	24059	18571	77.2%	465				
September	21339	17743	83.1%	767	22452	18452	82.2%	493				
October	19545	7462	38.2%	351	21523	9382	43.6%	307				
November	16113	2856	17.7%	400	17260	3237	18.8%	184				
December	17028	5038	29.6%	388	18795	4264	22.7%	170				
Total	226479	111198	49.1%	5555	244935	114882	46.9%	4016				

19177 6184
Year to Date Year to Date

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.

2019 Lodging Occupation Tax, By Business Category

AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	13,329	11,538	11,687	12,725	13,604	13,138	14,043	15,291	13,680	13,861	11,392	12,736	157,024
Bed and Breakfast	921	826	922	540	932	1,080	1,142	1,144	1,062	1,107	588	587	10,851
House, Townhouse, Condo (1)	2,590	2,598	3,011	2,686	2,958	2,871	2,985	2,881	3,270	2,852	2,640	2,744	34,086
RV Space, Unfurnished Cabin	2,507	2,566	2,759	2,310	5,245	4,590	4,743	4,743	4,440	3,703	2,640	2,728	42,974
Total Rooms	19,347	17,528	18,379	18,261	22,739	21,679	22,913	24,059	22,452	21,523	17,260	18,795	244,935

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,903	4,445	3,140	2,254	4,690	9,791	12,193	11,598	11,898	6,921	2,655	3,330	77,818
Bed and Breakfast	164	146	99	49	152	371	704	789	787	377	151	128	3,917
House, Townhouse, Condo (1)	566	488	330	161	352	1,140	1,804	1,601	1,656	651	184	535	9,468
RV Space, Unfurnished Cabin	554	503	518	363	2,698	3,680	4,718	4,583	4,111	1,433	247	271	23,679
Total Rooms	6,187	5,582	4,087	2,827	7,892	14,982	19,419	18,571	18,452	9,382	3,237	4,264	114,882

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 17,835.84	\$ 15,588.19	\$ 11,543.22	\$ 7,043.49	\$ 17,564.19	\$ 45,767.08	\$ 80,758.11	\$ 62,760.80	\$ 59,167.31	\$ 28,746.49	\$ 8,749.38	\$ 13,623.82	\$ 369,147.92
Bed and Breakfast	\$ 637.29	\$ 738.10	\$ 753.84	\$ 237.07	\$ 787.29	\$ 2,794.44	\$ 5,265.68	\$ 4,482.60	\$ 4,283.60	\$ 1,741.98	\$ 306.15	\$ 471.81	\$ 22,499.85
House, Townhouse, Condo (1)	\$ 3,351.28	\$ 2,554.47	\$ 1,455.41	\$ 759.32	\$ 2,167.71	\$ 7,929.69	\$ 15,409.81	\$ 15,821.61	\$ 9,368.38	\$ 4,242.72	\$ 1,069.68	\$ 2,906.67	\$ 67,036.75
RV Space, Unfurnished Cabin	\$ 521.86	\$ 627.73	\$ 660.17	\$ 272.14	\$ 1,535.74	\$ 5,716.67	\$ 8,404.14	\$ 7,646.52	\$ 6,404.53	\$ 2,679.60	\$ 241.99	\$ 537.89	\$ 35,248.98
Total Dollars	\$ 22,346.27	\$ 19,508.49	\$ 14,412.64	\$ 8,312.02	\$ 22,054.93	\$ 62,207.88	\$ 109,837.74	\$ 90,711.53	\$ 79,223.82	\$ 37,410.79	\$ 10,367.20	\$ 17,540.19	\$ 493,933.50

(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.

2020 Lodging Occupation Tax, By Business Category

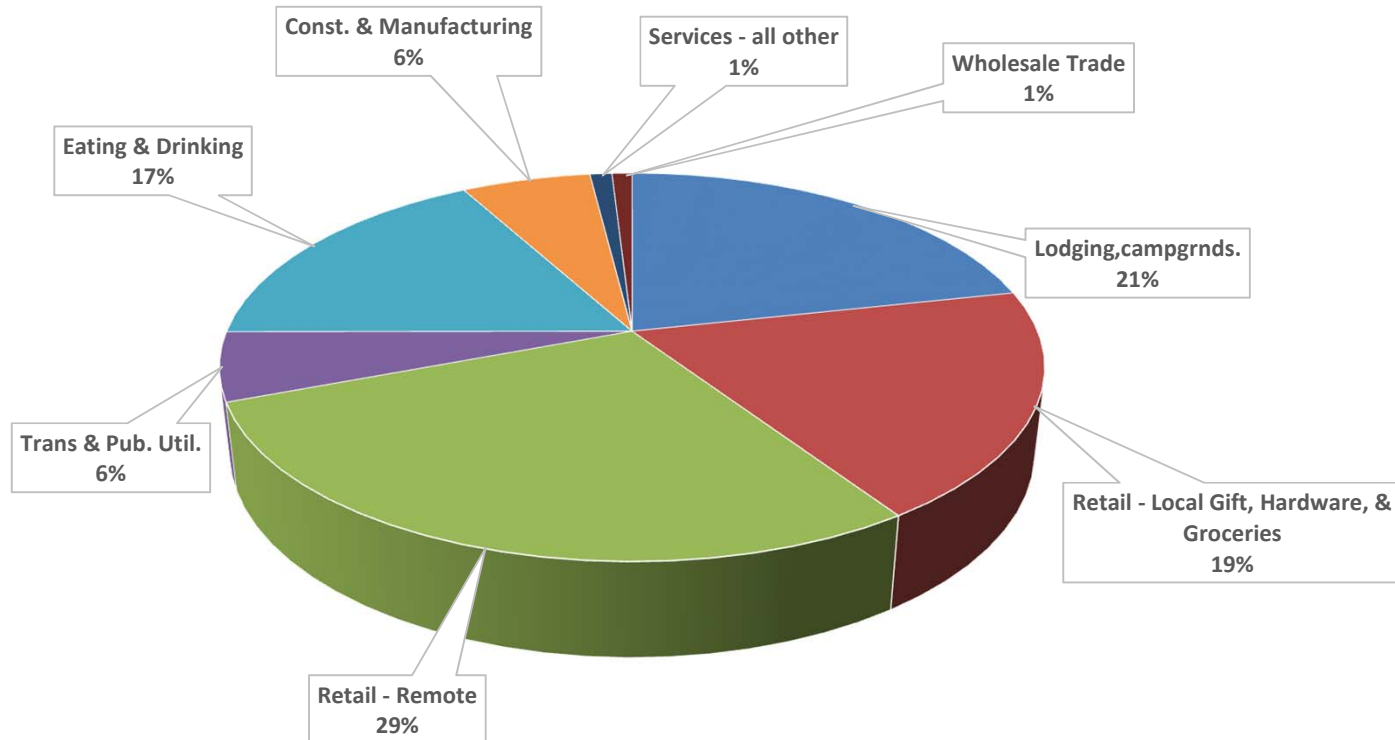
AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	12,741												12,741
Bed and Breakfast	1,044												1,044
House, Townhouse, Condo (1)	2,664												2,664
RV Space, Unfurnished Cabin	2,728												2,728
Total Rooms	19,177	-	-	-	-	-	-	-	-	-	-	-	19,177

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,816												4,816
Bed and Breakfast	175												175
House, Townhouse, Condo (1)	679												679
RV Space, Unfurnished Cabin	514												514
Total Rooms	6,184	-	-	-	-	-	-	-	-	-	-	-	6,184

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 17,719.99												\$ 17,719.99
Bed and Breakfast	\$ 803.81												\$ 803.81
House, Townhouse, Condo (1)	\$ 5,545.45												\$ 5,545.45
RV Space, Unfurnished Cabin	\$ 712.48												\$ 712.48
Total Dollars	\$ 24,781.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,781.73

(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
November 2019 Sales Tax Revenues by Business Category
(received in January 2020)

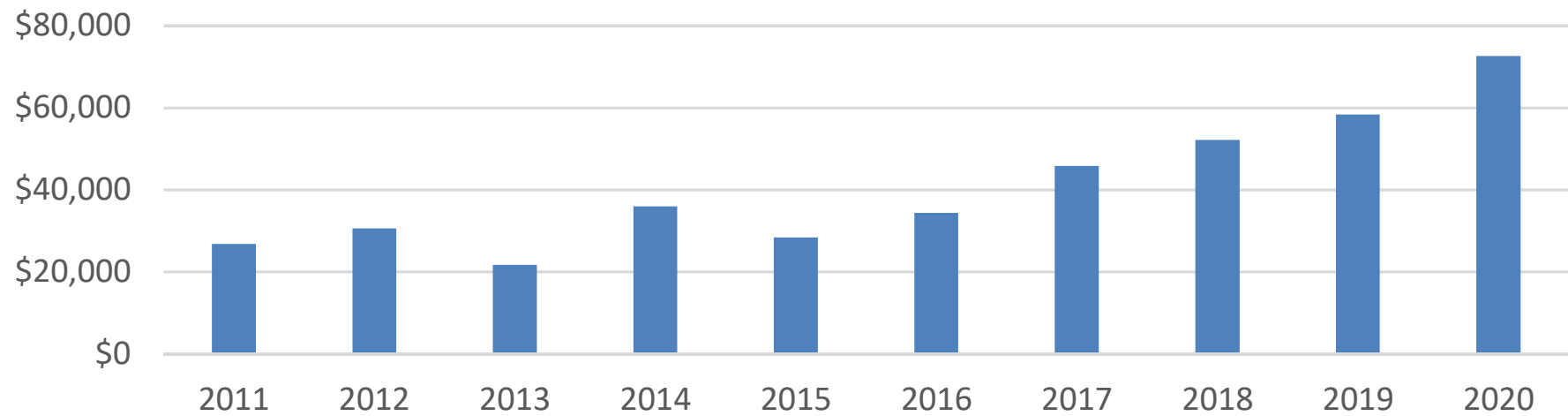


CITY OF OURAY
2020 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

2020 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.	\$ 15,677.01					
Retail - Local Gift, Hardware, & Groce	\$ 13,822.47					
Retail - Remote	\$ 20,761.13					
Trans & Pub. Util.	4,153.41					
Eating & Drinking	12,366.72					
Const. & Manufacturing	4,386.21					
Services - all other	748.15					
Wholesale Trade	683.11					
Retail - groceries,liquor, candy, hardware, gas						
Retail - gift, souvenir, variety, books						
Finance, Ins. Real Estate						
Mining						
All Other						
TOTAL	\$ 72,598.21	\$ -	\$ -	\$ -	\$ -	\$ -
Business Category	July	August	September	October	November	December
Lodging,campgrnds.						
Retail - Local Gift, Hardware, & Groceries						
Retail - Remote						
Trans & Pub. Util.						
Eating & Drinking						
Const. & Manufacturing						
Services - all other						
Wholesale Trade						
Retail - groceries,liquor, candy, hardware, gas						
Retail - gift, souvenir, variety, books						
Finance, Ins. Real Estate						
Mining						
All Other						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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



Notes: Figures represent November 2018 Sales
Sales Tax increased from 3% to 4% on January 1, 2016

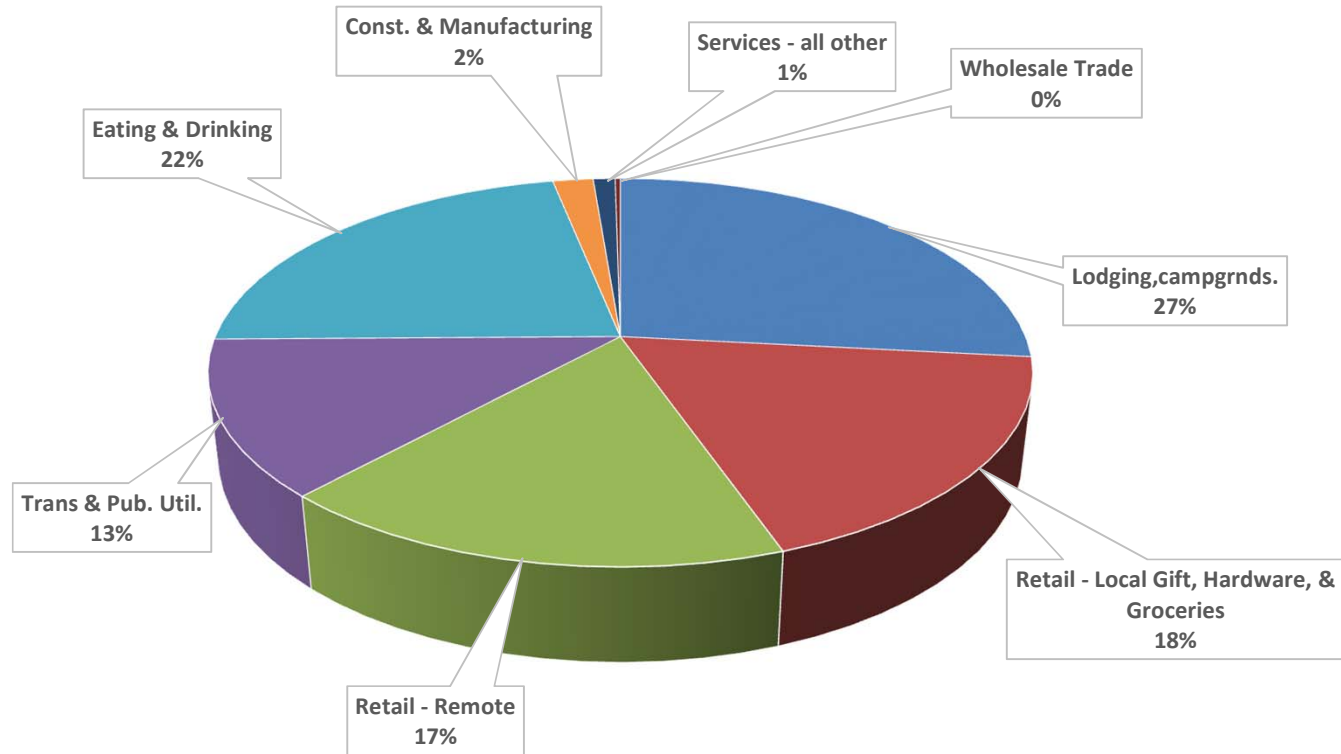
CITY OF OURAY
SALES TAX REVENUES BY BUSINESS CATEGORY 2011-2020

SALES TAX REVENUES BY BUSINESS CATEGORY

Business Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Lodging, campgrnds.	\$ 7,072.00	\$ 3,720.69	\$ 2,192.98	\$ 5,103.22	\$ 4,914.20	\$ 5,328.09	\$ 10,361.30	\$ 10,674.08	\$ 13,666.95	\$ 15,677.01
Retail - Local Gift, Hardware, & Groceries										\$ 13,822.47
Retail - Remote										\$ 20,761.13
Retail - groceries, liquor, candy, hardw	3,922.24	6,906.96	5,013.86	4,813.58	5,225.22	8,068.21	8,902.38	12,108.96	16,774.84	
Retail - gift, souvenir, variety, books	1,816.00	1,875.72	1,807.45	2,536.87	1,859.85	1,976.90	3,445.41	3,324.04	3,733.10	
Trans & Pub. Util.	7,122.59	12,082.73	6,000.51	8,031.53	5,995.98	5,172.03	6,444.27	6,524.03	6,945.48	4,153.41
Eating & Drinking	3,009.99	2,269.99	3,636.44	4,101.51	4,226.04	9,017.29	9,111.37	11,347.37	9,178.32	12,366.72
Const. & Manufacturing	1,377.08	2,409.66	1,932.56	1,642.64	3,209.37	3,437.62	4,537.74	5,465.10	6,376.27	4,386.21
Services - all other	1,958.50	955.79	905.41	715.59	1,617.38	752.02	1,885.85	2,241.56	992.42	748.15
Finance, Ins. Real Estate	92.00	206.80	250.18	9,052.40	1,520.64	598.75	1,101.29	382.25	595.19	
Wholesale Trade	14.00	133.97	32.07	32.90	(129.12)	32.11	81.66	153.54	186.47	683.11
Mining				-	-					
All Other	421.80	5.70	14.25	-	42.75	-	-			
TOTAL	\$ 26,806.20	\$ 30,568.01	\$ 21,785.71	\$ 36,030.24	\$ 28,482.31	\$ 34,383.02	\$ 45,871.27	\$ 52,220.93	\$ 58,449.04	\$ 72,598.21

\$3,828.15
out-of-period
\$8,419.61
out-of-period

City of Ouray
December 2019 Sales Tax Revenues by Business Category
(received in February 2020)

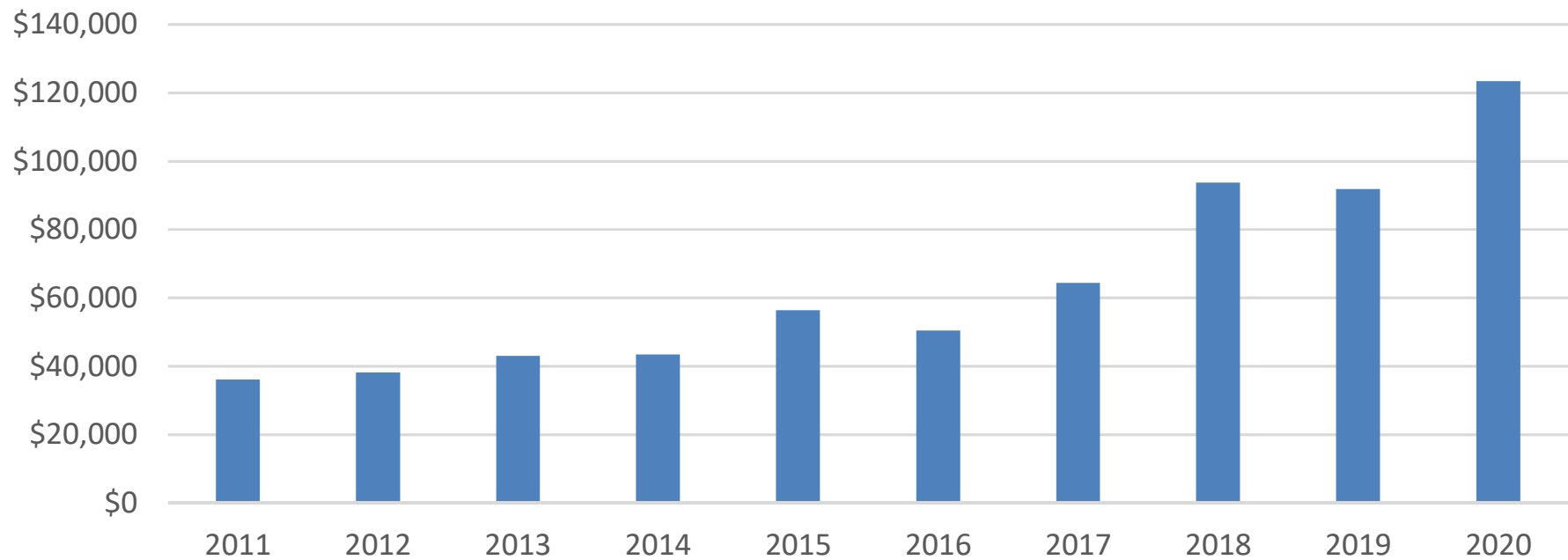


CITY OF OURAY
2020 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

2020 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.	\$ 15,650.17	\$ 32,873.34				
Retail - Local Gift, Hardware, & Groce	\$ 13,822.47	\$ 22,157.99				
Retail - Remote	\$ 20,761.13	\$ 21,204.34				
Trans & Pub. Util.	4,153.41	15,972.66				
Eating & Drinking	12,366.72	27,216.57				
Const. & Manufacturing	4,386.21	2,337.47				
Services - all other	774.99	1,369.61				
Wholesale Trade	683.11	301.35				
Retail - groceries,liquor, candy, hardware, gas						
Retail - gift, souvenir, variety, books						
Finance, Ins. Real Estate						
Mining						
All Other						
TOTAL	\$ 72,598.21	\$ 123,433.33	\$ -	\$ -	\$ -	\$ -
Business Category	July	August	September	October	November	December
Lodging,campgrnds.						
Retail - Local Gift, Hardware, & Groceries						
Retail - Remote						
Trans & Pub. Util.						
Eating & Drinking						
Const. & Manufacturing						
Services - all other						
Wholesale Trade						
Retail - groceries,liquor, candy, hardware, gas						
Retail - gift, souvenir, variety, books						
Finance, Ins. Real Estate						
Mining						
All Other						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

CITY OF OURAY
DECEMBER 2019 SALES TAX REVENUE COMPARISON
Over Past 10 Years



Notes: Figures represent tax revenue received February 2019
Sales Tax increased from 3% to 4% on January 1, 2016

CITY OF OURAY
SALES TAX REVENUES BY BUSINESS CATEGORY 2011-2020

SALES TAX REVENUES BY BUSINESS CATEGORY

Business Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Lodging, campgrnds.	\$ 6,868.26	\$ 7,589.53	\$ 11,400.37	\$ 9,233.95	\$ 12,085.00	\$ 11,321.41	\$ 15,363.88	\$ 27,217.45	\$ 23,993.54	\$ 32,873.34
Retail - Local Gift, Hardware, & Groceries										\$ 22,157.99
Retail - Remote										\$ 21,204.34
Retail - groceries, liquor, candy, hardw	5,399.56	6,284.60	6,024.72	6,800.46	11,543.14	9,561.16	14,572.24	18,705.19	24,305.11	
Retail - gift, souvenir, variety, books	4,780.68	4,536.65	5,282.53	6,239.64	6,680.43	6,560.29	6,619.21	8,263.50	9,235.38	
Trans & Pub. Util.	5,242.75	6,729.71	6,970.86	9,338.62	7,368.27	6,125.74	7,521.63	7,321.11	7,669.12	15,972.66
Eating & Drinking	5,278.91	6,372.99	5,903.90	6,754.74	10,015.60	8,171.87	9,443.19	19,730.16	14,237.33	27,216.57
Const. & Manufacturing	5,571.46	4,832.13	3,517.47	3,069.93	3,016.80	6,225.16	6,409.34	8,546.01	7,047.90	2,337.47
Services - all other	976.97	1,398.53	2,547.34	1,502.06	1,803.94	1,563.93	2,942.46	3,371.18	3,285.33	1,369.61
Finance, Ins. Real Estate	1,996.97	348.44	1,121.10	358.49	798.21	845.53	1,353.98	537.11	1,045.92	
Wholesale Trade	15.00	45.00	22.00	68.00	142.67	64.32	78.04	148.96	977.95	301.35
Mining	-	-	-	-	-	-	-	-	-	-
All Other	56.27	72.80	322.45	87.25	3,006.54	63.00	105.00			
TOTAL	\$ 36,186.83	\$ 38,210.38	\$ 43,112.74	\$ 43,453.14	\$ 56,460.60	\$ 50,502.41	\$ 64,408.97	\$ 93,840.67	\$ 91,797.58	\$ 123,433.33
									\$2,834.54 out-of-period	\$22,126.82 out-of-period

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Payee	Amount	
01/16/2020	3927	UMB - Card Services	9,244.24	M
01/02/2020	52996	Black Hills Energy	1,819.61	
01/02/2020	52997	Glenn Boyd	52.00	
01/02/2020	52998	Citizen's State Bank - Cash	6.00	
01/02/2020	52999	Colorado Analytical Lab	370.00	
01/02/2020	53000	Deeply Digital LLC	237.23	
01/02/2020	53001	Delta Dental of Colorado	2,092.26	
01/02/2020	53002	DFJ Consulting	130.92	
01/02/2020	53003	Drake, Melissa	52.00	
01/02/2020	53004	Fritz, Rebecca	26.00	
01/02/2020	53005	Funk, Ethan	52.00	
01/02/2020	53006	Grand Junction Labs	57.00	
01/02/2020	53007	John Deere Financial	257.75	
01/02/2020	53008	KCL Group Benefits	1,174.18	
01/02/2020	53009	Lancaster, Julie	52.00	
01/02/2020	53010	Latta, Trevor	52.00	
01/02/2020	53011	Martensen, Bev	52.00	
01/02/2020	53012	Montrose Daily Press	1,058.13	
01/02/2020	53013	NAPA Auto Parts	546.01	
01/02/2020	53014	Producers Co-Op	128.00	
01/02/2020	53015	Ridgway Hardware	29.69	
01/02/2020	53016	Rocky Mountain Health Plans	33,320.61	
01/02/2020	53017	Rocky Mountain Supply Co LLC	2,190.42	
01/02/2020	53018	ROI Fire & Ballistics Equip.	5,467.00	
01/02/2020	53019	SESAC	460.00	
01/02/2020	53020	Strickler, Brent	560.00	
01/02/2020	53021	Suppeland, Brady	52.00	
01/02/2020	53022	Verizon Wireless	1,396.17	
01/02/2020	53023	Vision Service Plan	391.17	
01/09/2020	53024	Affordable Auto Glass Inc	447.00	
01/09/2020	53025	All-Phase Electric Supply	1,491.70	
01/09/2020	53026	Alpenglow Properties	464.00	V
01/09/2020	53027	Alpenglow Publishers LLC	483.98	
01/09/2020	53028	Alpine Planning LLC	4,780.00	
01/09/2020	53029	Canon Financial Services Inc.	480.00	
01/09/2020	53030	Caselle Inc	737.00	
01/09/2020	53031	Code Publishing Inc.	480.00	
01/09/2020	53032	Commercial Tire Service Inc.	1,951.66	
01/09/2020	53033	Dairy Specialists, LLC	6,600.33	
01/09/2020	53034	Grand Junction Pipe & Supply #1116	7,842.02	
01/09/2020	53035	Hartman Brothers Inc	162.09	
01/09/2020	53036	ImageNet Consulting, LLC	136.96	
01/09/2020	53037	Masters & Viner P.C.	6,363.52	
01/09/2020	53038	Montrose Daily Press	265.08	
01/09/2020	53039	Murphy, Kathleen	250.00	
01/09/2020	53040	NAPA Auto Parts	283.96	
01/09/2020	53041	Office Depot	30.38	
01/09/2020	53042	Ouray Tourism Office	38,724.43	
01/09/2020	53043	San Miguel Power Association	11,516.68	
01/09/2020	53044	Telluride Newspapers Inc.	226.50	
01/09/2020	53045	Timber Ridge Service Station	29.00	
01/09/2020	53046	Trophy Case Inc., The	92.49	
01/09/2020	53047	UNCC	2.84	

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
01/09/2020	53048	United States Plastic Corporation	434.10
01/09/2020	53049	USDA Forest Service	771.38
01/09/2020	53050	Waste Management - Montrose	14,499.62
01/09/2020	53051	Water Quality Control Professionals	4,074.00
01/09/2020	53052	Wright Water Engineers	1,101.00
01/16/2020	53053	AFLAC	1,879.48
01/16/2020	53054	American Red Cross	190.00
01/16/2020	53055	CIRSA	241.94
01/16/2020	53056	Colorado Rural Water Association	275.00
01/16/2020	53057	Delta Rigging & Tools Inc.	75.00
01/16/2020	53058	Galls	273.31
01/16/2020	53059	Grand Junction Labs	57.00
01/16/2020	53060	Grand Junction Pipe & Supply #1116	1,064.28
01/16/2020	53061	Keenan's Plumbing & Heating	409.55
01/16/2020	53062	MCHD Regional Lab	40.00
01/16/2020	53063	Miracle Recreation Equipment	626.00
01/16/2020	53064	Mountain States Pipe & Supply	82,012.82
01/16/2020	53065	NAPA Auto Parts	601.70
01/16/2020	53066	Producers Co-Op	6,019.42
01/16/2020	53067	Roto-Rooter	335.00
01/16/2020	53068	Saje Network Systems	630.00
01/16/2020	53069	Sani Serv LLC	440.52
01/16/2020	53070	Wagner Equipment Co.	947.62
01/16/2020	53071	Waste Management - Montrose	296.10
01/16/2020	53072	Western Implement	25,955.00
01/23/2020	53073	CenturyLink	321.09
01/23/2020	53074	City of Grand Junction	423.00
01/23/2020	53075	Delta Dental of Colorado	2,218.74
01/23/2020	53076	NAPA Auto Parts	1,870.39
01/23/2020	53077	Office Depot	114.75
01/23/2020	53078	Ouray Hardware & Mercantile	575.66
01/23/2020	53079	Ridgway Hardware	154.88
01/23/2020	53080	Saje Network Systems	1,400.00
01/23/2020	53081	Vision Service Plan	347.43
01/23/2020	53082	West Direct Oil, LLC	949.86
01/23/2020	53083	Wood, Jeffrey	130.52
01/30/2020	53084	Black Hills Energy	2,076.71
01/30/2020	53085	City of Grand Junction	90.00
01/30/2020	53086	Cleartnetworkx LLC	866.59
01/30/2020	53087	CobraHelp	52.00
01/30/2020	53088	Deeply Digital LLC	297.50
01/30/2020	53089	Fastenal Company	186.97
01/30/2020	53090	Grand Junction Pipe & Supply #1116	41.80
01/30/2020	53091	Hiland & Associates P.C.	300.00
01/30/2020	53092	ImageNet Consulting, LLC	877.14
01/30/2020	53093	KCL Group Benefits	1,174.18
01/30/2020	53094	Lawson Products	654.59
01/30/2020	53095	NAPA Auto Parts	229.47
01/30/2020	53096	O. J. Watson Equipment	1,770.60
01/30/2020	53097	Office Depot	77.98
01/30/2020	53098	Otis Elevator Company	832.62
01/30/2020	53099	Ouray Ice Park Inc	11,100.00
01/30/2020	53100	Ouray Tourism Office	38,724.43
01/30/2020	53101	Revize LLC	2,800.00
01/30/2020	53102	Rocky Mountain Health Plans	30,159.69
01/30/2020	53103	Turner Automotive Inc	240.49
01/30/2020	53104	West Elk Supply LLC	40.00

Check Issue Date	Check Number	Payee	Amount
01/30/2020	53105	Western Paper Distributors	504.15
Grand Totals:			390,021.08

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Report Criteria:

Period 02/20 (02/29/2020)

Mar 12, 2020 10:20AM

Include transaction count

Journal Code Journal code = "cd"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
02/29/2020	1	2/14 EFT WageWorks	10-50-5831	Flex Plan Costs	104.00	
Total 1:					104.00	.00
02/29/2020	2	2/14 EFT WageWorks	01-00-1000	CSB Checking-NOW		104.00-
Total 2:					.00	104.00-
02/29/2020	3	2/5 EFT Vantiv	50-50-6150	Bankcard Charge-VISA/MC	3,621.26	
Total 3:					3,621.26	.00
02/29/2020	4	2/5 EFT Vantiv	01-00-1000	CSB Checking-NOW		3,621.26-
Total 4:					.00	3,621.26-
02/29/2020	5	2/4 EFT PaymenTech	20-50-6150	Online Processing Fees	243.93	
		2/4 EFT PaymenTech	23-50-6150	Online Processiong Fees	243.94	
Total 5:					487.87	.00
02/29/2020	6	2/4 EFT PaymenTech	01-00-1000	CSB Checking-NOW		487.87-
Total 6:					.00	487.87-
02/29/2020	7	2/3 EFT Pool CC Fee	50-50-6150	Bankcard Charge-VISA/MC	32.55	
Total 7:					32.55	.00
02/29/2020	8	2/3 EFT Pool CC Fee	01-00-1000	CSB Checking-NOW		32.55-
Total 8:					.00	32.55-
02/29/2020	9	2/3 EFT BC CC Fee	50-51-6150	Bankcard Charge-VISA/MC	13.95	
Total 9:					13.95	.00
02/29/2020	10	2/3 EFT BC CC Fee	01-00-1000	CSB Checking-NOW		13.95-
Total 10:					.00	13.95-
02/29/2020	11	2/5 EFT XBP Fee	20-50-6150	Online Processing Fees	120.90	
		2/5 EFT XBP Fee	23-50-6150	Online Processiong Fees	120.89	
Total 11:					241.79	.00
02/29/2020	12	2/5 EFT XBP Fee	01-00-1000	CSB Checking-NOW		241.79-
Total 12:					.00	241.79-
02/29/2020	13	2/7 EFT Transfer to ICS Savings	01-00-1000	CSB Checking-NOW		1,000,000.00-
Total 13:					.00	1,000,000.00-
02/29/2020	14	2/7 EFT Transfer to ICS Savings	01-00-1011	CSB ICS Account	1,000,000.00	
Total 220:					1,004,501.42	1,004,501.42-
Total CASH DISBURSEMENTS (CD):					1,004,501.42	1,004,501.42-
References: 14 Transactions: 16						
Total 14:					1,000,000.00	.00
Grand Totals:					1,008,610.55	1,009,002.84-

Report Criteria:

Include transaction count

Journal Code Journal code = "cd"

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

Check Issue Date	Check Number	Payee	Amount
02/16/2020	3928	UMB - Card Services	12,128.62 M
02/05/2020	53106	All-Phase Electric Supply	721.20
02/05/2020	53107	Glenn Boyd	52.00
02/05/2020	53108	CIRSA	40,084.60
02/05/2020	53109	Citizen's State Bank - Cash	2.14
02/05/2020	53110	CO Department of Revenue	237.84
02/05/2020	53111	Colorado Chapter ICC	400.00
02/05/2020	53112	Drake, Melissa	52.00
02/05/2020	53113	Fritz, Rebecca	26.00
02/05/2020	53114	Funk, Ethan	52.00
02/05/2020	53115	Hartman Brothers Inc	128.34
02/05/2020	53116	International Code Council	230.00
02/05/2020	53117	John Deere Financial	2,196.53
02/05/2020	53118	Lancaster, Julie	52.00
02/05/2020	53119	Latta, Trevor	52.00
02/05/2020	53120	Martensen, Bev	52.00
02/05/2020	53121	NAPA Auto Parts	423.87
02/05/2020	53122	Office Depot	8.19
02/05/2020	53123	Region 10	1,434.00
02/05/2020	53124	Ridgway Hardware	11.34
02/05/2020	53125	SaKo Excavation LLC	6,210.00
02/05/2020	53126	San Miguel Power Association	12,140.01
02/05/2020	53127	Suppeland, Brady	52.00
02/05/2020	53128	UNCC	29.80
02/05/2020	53129	Verizon Wireless	1,107.16
02/05/2020	53130	Western Paper Distributors	185.00
02/05/2020	53131	WWE LLC	1,755.00
02/13/2020	53132	Alpenglow Properties	642.00
02/13/2020	53133	Alpenglow Publishers LLC	612.57
02/13/2020	53134	Ballantine Communications Inc.	510.40
02/13/2020	53135	Bobcat of the Rockies	223.79
02/13/2020	53136	Browns Hill Engineering & Controls LLC	355.00
02/13/2020	53137	Canon Financial Services Inc.	480.00
02/13/2020	53138	Dairy Specialists LLC	5,509.74
02/13/2020	53139	Delta Dental of Colorado	2,176.58
02/13/2020	53140	Fastenal Company	136.88
02/13/2020	53141	Filter Tech Systems Inc	446.50
02/13/2020	53142	Grand Junction Labs	57.00
02/13/2020	53143	Grand Junction Media Inc	582.60
02/13/2020	53144	Grand Junction Pipe & Supply #1116	3,016.20
02/13/2020	53145	Koprek, Kevin	560.05
02/13/2020	53146	Lee, Chris	560.05
02/13/2020	53147	MacLennan, Chase	138.00
02/13/2020	53148	MCHD Regional Lab	40.00
02/13/2020	53149	Montrose Daily Press	327.62
02/13/2020	53150	Mountain Press Publishing INC.	187.00
02/13/2020	53151	Mr. Lock	17.00
02/13/2020	53152	NAPA Auto Parts	49.45
02/13/2020	53153	Ouray Hardware & Mercantile	260.93
02/13/2020	53154	Producers Co-Op	2,458.56
02/13/2020	53155	Sani Serv LLC	330.00
02/13/2020	53156	Superior Alarm & Fire Protect	169.89
02/13/2020	53157	Timber Line Electric & Control	1,150.00

Check Issue Date	Check Number	Payee	Amount
02/13/2020	53158	Tyler, Sam	560.05
02/13/2020	53159	USABlueBook	415.38
02/13/2020	53160	Water Quality Control Professionals	1,874.00
02/13/2020	53161	Western Paper Distributors	3.60
02/20/2020	53162	CenturyLink	321.13
02/20/2020	53163	CIRSA	841.21
02/20/2020	53164	CobraHelp	26.00
02/20/2020	53165	J.J. Keller & Associates Inc.	1,116.75
02/20/2020	53166	NAPA Auto Parts	56.39
02/20/2020	53167	Office Depot	12.00
02/20/2020	53168	POSGuys.com	168.00
02/20/2020	53169	Seacrest Group	1,280.00
02/20/2020	53170	Water Quality Control Professionals	450.00
02/20/2020	53171	Western Reflections	848.84
02/27/2020	53172	Affordable Auto Glass Inc	337.00
02/27/2020	53173	Alpine Lumber Company	961.99
02/27/2020	53174	Alpine Planning LLC	6,040.00
02/27/2020	53175	CGAIT	330.00
02/27/2020	53176	Community Builders	600.00
02/27/2020	53177	Delta Rigging & Tools Inc.	1,060.00
02/27/2020	53178	Department of Labor	80.00
02/27/2020	53179	Hinkson Development Company LLC	8,071.39
02/27/2020	53180	JVA Inc.	12,085.83
02/27/2020	53181	KCL Group Benefits	1,518.58
02/27/2020	53182	Leader's Edge Consulting	4,052.07
02/27/2020	53183	Lori Leo	58.93
02/27/2020	53184	Lindsey, Peggy	105.50
02/27/2020	53185	NAPA Auto Parts	4,722.48
02/27/2020	53186	ProVelocity	1,980.00
02/27/2020	53187	Rocky Mountain Health Plans	35,081.02
02/27/2020	53188	Shannon, James	604.45
02/27/2020	53189	Superior Alarm & Fire Protect	185.00
02/27/2020	53190	Viner Law	7,545.28
02/27/2020	53191	Vision Service Plan	422.14
02/27/2020	53192	West Elk Supply LLC	10.00
02/27/2020	53193	Western Reflections	70.18
Grand Totals:			194,716.64

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

Report Criteria:

Include transaction count

Journal Code Journal code = "cd"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
01/31/2020	1	1/2 EFT BC CC Fee	50-51-6150	Bankcard Charge-VISA/MC	13.95	
Total 1:					13.95	.00
01/31/2020	2	1/2 EFT BC CC Fee	01-00-1000	CSB Checking-NOW		13.95-
Total 2:					.00	13.95-
01/31/2020	3	1/2 EFT Pool CC Fee	50-50-6150	Bankcard Charge-VISA/MC	211.33	
Total 3:					211.33	.00
01/31/2020	4	1/2 EFT Pool CC Fee	01-00-1000	CSB Checking-NOW		211.33-
Total 4:					.00	211.33-
01/31/2020	5	1/3 EFT PaymenTech Fee	20-50-6150	Online Processing Fees	165.00	
		1/3 EFT PaymenTech Fee	23-50-6150	Online Processiong Fees	165.00	
Total 5:					330.00	.00
01/31/2020	6	1/3 EFT PaymenTech Fee	01-00-1000	CSB Checking-NOW		330.00-
Total 6:					.00	330.00-
01/31/2020	7	1/6 EFT Xpress Bill Pay Fee	20-50-6150	Online Processing Fees	116.55	
		1/6 EFT Xpress Bill Pay Fee	23-50-6150	Online Processiong Fees	116.56	
Total 7:					233.11	.00
01/31/2020	8	1/6 EFT Xpress Bill Pay Fee	01-00-1000	CSB Checking-NOW		233.11-
Total 8:					.00	233.11-
01/31/2020	9	1/7 EFT Vantiv Payment	50-50-6150	Bankcard Charge-VISA/MC	3,465.87	
Total 9:					3,465.87	.00
01/31/2020	10	1/7 EFT Vantiv Payment	01-00-1000	CSB Checking-NOW		3,465.87-
Total 10:					.00	3,465.87-
01/31/2020	11	1/15 EFT WageWorks	10-50-5831	Flex Plan Costs	116.00	
Total 11:					116.00	.00
01/31/2020	12	1/15 EFT WageWorks	01-00-1000	CSB Checking-NOW		116.00-
Total 12:					.00	116.00-
01/31/2020	13	1/7 EFT PaymenTech Chargeback	01-00-1000	CSB Checking-NOW		272.98-
Total 13:					.00	272.98-
01/31/2020	14	1/7 EFT PaymenTech Chargeback	10-00-1750	Cash Clearing - Utility	272.98	
Total 120:					4,643.24	4,643.24-
Total CASH DISBURSEMENTS (CD):					4,643.24	4,643.24-
References: 14 Transactions: 16						
Total 14:					272.98	.00
Grand Totals:					5,184.57	9,013.50-

Report Criteria:

Include transaction count

Journal Code Journal code = "cd"

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: March 13, 2020
FOR: March 16, 2020 Meeting
SUBJECT: Community Development Report

The Community Development Department has completed the following major tasks this last month:

1. Creation of proposed amendments to the Accessory Dwelling Unit Regulations.
2. Community Plan Update work on draft goals and actions, and Land Use theme discussion
3. Assistance with Community Development Coordinator hiring process
4. Planning Commission appointment process
5. Columbus Building State Historic Fund grant administration
6. CEDC facilitation, CEDC appointments and March meeting
7. New Building Official orientation and training
8. Short-term Rental License application reviews
9. Ouray Storage Site Development Permit
10. Building Official conference training.
11. Columbus Building – Building Permit
12. Backflow prevention orientation
13. Grease trap orientation
14. Several building inspections

P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

CONSENT AGENDA ITEMS (March 16, 2020):

Liquor License Renewal – Colorado Boy South, Inc. dba Colorado Boy Southwest

Action Requested – *Will City Council approve the liquor license renewal for Colorado Boy South, Inc. dba Colorado Boy Southwest?*

Background – This is an established business within the City of Ouray that currently possesses a liquor license. As is required by State Statute for all liquor license holders, they must renew their liquor license annually. All the necessary paperwork and administrative requirements have been met and everything is in order for renewal. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal.

Recommendation – City Staff recommends that City Council approve the liquor license renewal of Colorado Boy South, Inc. dba Colorado Boy Southwest.

Submit to Local Licensing Authority

**COLORADO BOY SOUTHWEST
 PO BOX 1326
 Ouray CO 81427**

Fees Due		
Renewal Fee		500.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name COLORADO BOY SOUTH, INC			Doing Business As Name (DBA) COLORADO BOY SOUTHWEST	
Liquor License # 03-11482	License Type Hotel & Restaurant	Sales Tax License # 416549370000	Expiration Date 04/15/2020	Due Date 03/01/2020
Business Address 515 MAIN STREET Ouray CO 81427				Phone Number 3034195730
Mailing Address PO BOX 1326 Ouray CO 81427			Email	
Operating Manager Dennis Richards	Date of Birth	Home Address		
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				



ACTION ITEMS (March 16, 2020):

Liquor License Transfer Application – Full Tilt Saloon LLC dba Full Tilt Saloon

Action Requested – *Will City Council approve the liquor license transfer application for Full Tilt Saloon LLC dba Full Tilt Saloon?*

Background – This is an established business from another municipality (Ridgway, Colorado) that is relocating to the City of Ouray. Full Tilt Saloon currently possesses a liquor license, however because they are registered within another location, they are required to apply locally and through the State for a Liquor License Transfer. All the necessary paperwork and administrative requirements have been met locally and everything is in order for transfer. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal. This license will not automatically go into effect thereby requiring a temporary license, which is also an action item within this agenda.

Recommendation – City Staff recommends that City Council approve the liquor license transfer application for Full Tilt Saloon LLC dba Full Tilt Saloon.

City Temporary Liquor License – Full Tilt Saloon LLC dba Full Tilt Saloon

Action Requested – *Will City Council approve the City of Ouray Temporary Liquor License for Full Tilt Saloon LLC dba Full Tilt Saloon?*

Background – This is an established business from another municipality (Ridgway, Colorado) that is relocating to the City of Ouray. Full Tilt Saloon currently possesses a liquor license, however because they are registered within another location, they are required to apply locally and through the state for a Liquor License Transfer. All the necessary paperwork and administrative requirements have been met locally and everything is in order for transfer. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal. The permanent license will not

automatically go into effect due to additional State requirements thereby requiring this temporary liquor license. Full Tilt Saloon can function on this temporary license for 120 days from the date of issuance.

Recommendation – City Staff recommends that City Council approve the temporary liquor license application for Full Tilt Saloon LLC dba Full Tilt Saloon.

PSA – SGM Engineering of Phase III Geothermal Line Project

Action Requested – *Will City Council approve the Professional Service Agreement with SGM for Engineering Services for the 3rd phase of the geothermal waterline project?*

Background - The City is currently in the 3rd phase of design and construction for the hot water line delivery system that feeds the Ouray Hot Springs Pool with natural geothermal water. This new line will include updated piping and insulated lining that will further protect and preserve the water and heat. Our data currently shows a loss of approximately 12 degrees from the heat exchange vault at 3rd and Oak to the pool. It is expected that this new improved infrastructure will help preserve the geothermal temps as it travels through the system, thereby providing increased heat at the pool. In 2018 the City began working with SGM on this project, however due to lack of expected grant funding in 2019, the project was delayed. With our approved and budgeted funds for this project this year, we are able to proceed with the improvements.

Recommendation – Staff recommends that City Council approve the PSA with SGM for engineering services for the 3rd phase of the geothermal waterline project.

OTO Contracts and Approval of Audit

Action Requested – *Will City Council approve OTO's audit and proceed with contractual agreements for the next year with the Ouray Tourism Office for Visitor Center Services and Destination Marketing, Management and Design?*

Background – In the last City Council meeting City Council approved separating the visitor center operation contract from the marketing contract and award the visitor center contract for one year at 160K and the marketing contract for one year for 250K. However, City Council will hire a facilitator to assist in developing adequate deliverables and metrics for the marketing contract. The approval and action included that these contracts will be for one year until March 31, 2021 so long as OTO has a clean audit for 2018 and 2019 by noon on March 16, 2020.

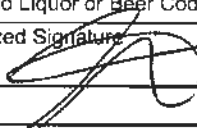
Recommendation – Council Decision

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <u>FULL TILT SALOON LLC</u>			FEIN Number <u>81-4482550</u>
2a. Trade Name of Establishment (DBA) <u>FULL TILT SALOON</u>		State Sales Tax Number <u>33036527</u>	Business Telephone <u>720 737 8453</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>720 MAIN ST</u>			
City <u>OURAY</u>	County <u>OURAY</u>	State <u>CO</u>	ZIP Code <u>81427</u>
4. Mailing Address (Number and Street) <u>P.O. Box 601</u>		City or Town <u>OURAY</u>	State <u>CO</u>
5. Email Address <u>STILTON@BHEWS.COM</u>		ZIP Code <u>81432</u>	
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <u>ITS COMPANIES LLC</u>		Present State License Number <u>03-03054</u>	Present Class of License <u>RETAIL RESTAURANT</u>
		Present Expiration Date <u>6-25-2020</u>	
Section A		Section B (Cont.)	
Nonrefundable Application Fees*		Liquor License Fees*	
<input type="checkbox"/> Application Fee for New License.....\$1,550.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$1,650.00 <input type="checkbox"/> Application Fee for Transfer.....\$1,550.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County).....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City).....\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County).....\$500.00 <input type="checkbox"/> Manager Registration - H & R.....\$75.00 <input type="checkbox"/> Manager Registration - Tavern.....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$75.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City).....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
Section B			
Liquor License Fees*			
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City).....\$308.75 <input type="checkbox"/> Arts License (County).....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City).....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County).....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50			
* Note that the Division will not accept cash			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name	Type of License	Account Number													
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p style="margin-left: 20px;">a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p> <p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align: right;">or</p> <p style="text-align: right;">Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right;">Other: _____</p> <p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/> <i>N/A</i></p> <p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/> <i>N/A</i></p> <p>13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input checked="" type="checkbox"/> <input type="checkbox"/> <i>N/A</i></p> <p>13 b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input checked="" type="checkbox"/> <input type="checkbox"/> <i>FORTY SEVEN, LLC 100%</i></p> <p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Landlord <i>FOUR D'S COUNTRY IS, LLC</i></td> <td style="width:40%;">Tenant <i>FORTY SEVEN, LLC</i></td> <td style="width:20%;">Expires <i>7/18/2025</i></td> </tr> </table> <p style="margin-left: 20px;">b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p> <p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Last Name <i>N/A</i></td> <td style="width:25%;">First Name</td> <td style="width:15%;">Date of Birth</td> <td style="width:15%;">FEIN or SSN</td> <td style="width:12%;">Interest/Percentage</td> </tr> <tr> <td>Last Name <i>N/A</i></td> <td>First Name</td> <td>Date of Birth</td> <td>FEIN or SSN</td> <td>Interest/Percentage</td> </tr> </table> <p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p> <p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:</p> <p style="margin-left: 20px;">Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/> <i>N/A</i></p> <p style="text-align: right;">Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/> <i>N/A</i></p> <p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. <i>N/A</i></p> <p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following.</p> <p style="margin-left: 20px;">a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/> <i>N/A</i></p> <p style="margin-left: 20px;">If "yes" a copy of license must be attached.</p>			Landlord <i>FOUR D'S COUNTRY IS, LLC</i>	Tenant <i>FORTY SEVEN, LLC</i>	Expires <i>7/18/2025</i>	Last Name <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	Last Name <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Landlord <i>FOUR D'S COUNTRY IS, LLC</i>	Tenant <i>FORTY SEVEN, LLC</i>	Expires <i>7/18/2025</i>													
Last Name <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage											
Last Name <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage											

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record				
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application				
- DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
TILTON	JEREMIAH			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex?				
If yes, please provide a map of the geographical location within the Campus Liquor Complex.				
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
JEREMIAH TILTON				
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above.				
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)				
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:				
<input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name		Type of License	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title JEREMIAH A TUTTLE		Date 3/13/2020
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				<input type="checkbox"/> <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

CITY OF OURAY
320 6th AVENUE
OURAY, COLORADO 81427

TEMPORARY
ALCOHOL BEVERAGE LICENSE

FULL TILT SALOON LLC
dba FULL TILT SALOON
726 MAIN STREET
OURAY, CO 81427

This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Articles 3 and 4, of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Wheat Ridge, insofar as the same may be applicable

Fee
\$100.00

Type-Hotel & Restaurant
Malt, Vinous and Spiritous Liquor

License effective:
MARCH 16, 2020 –
JULY 14, 2020

City Clerk

Deputy City Clerk

CITY OF OURAY

Professional Service Agreement

THIS AGREEMENT is entered this 16th day of March 2020 by and between:

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

Schmueser Gordon Meyer, Inc. d/b/a SGM Inc., a Colorado Corporation,
(the Contractor).

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

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, upon termination of this agreement by either party, or if the services are not completed, this agreement will expire on December 31, 2020 at which time the City and the Contractor will either negotiate a new agreement to complete the services, extend this agreement or their relationship under this agreement will terminate.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor a sum not to exceed of Twenty-Four Thousand Two-Hundred Dollars (\$24,200.00).
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice monthly or every other month to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed

for the period, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefore.

5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City representative.
6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.
7. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance

shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.

- a. The Contractor shall procure and maintain the minimum insurance coverages listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
 - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000.00).
- b. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor

upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.

- d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.
10. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to COLO. REV. STAT. § 8-17.5-101, *et seq.*, the Contractor certifies the following:
 - a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

- c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).
- d. The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
- e. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
- g. If the Contractor violates these illegal alien provisions, the City may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential

damages to the City. The City will notify the Office of the Secretary of State if the Contractor violates these provisions and the City terminates this Contract for that reason.

- h. The Contractor shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the City.
- 11. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
- 12. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
- 13. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
- 14. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
- 15. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or

altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Contractor.

16. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
17. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
18. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
19. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
20. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
21. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.

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

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

CITY OF OURAY:

Greg Nelson, Mayor

Date

Attest:

Melissa Drake, Clerk

Date

CONTRACTOR:

Gerald E. Burgess, PE

Date

City of Ouray
Attn: Joe Coleman
P.O. Box 468
Ouray, CO 81427

February 21, 2020

RE: Box Canyon Hot Water Infrastructure Improvements

SGM appreciates this opportunity to provide you a proposal for City Hot Water Line delivery design and construction support.

We understand that the City would like to replace a portion of the hot water delivery line from Box Canyon. The work will extend from just above the Nixon property to the manhole at 7th Street. We see our scope of work as follows:

1. Order engineering utility locates from 7th avenue to above the Nixon property.
2. SGM will make a site visit and review the utilities as located with City Public Works staff. During this site visit we will identify the routing for the new hot water transmission line. The concept will be to keep the existing line operational as much as possible during the construction to minimize disruptions at the pool.
3. During the site visit of task 2, we would recommend a meeting with the private property owner (Mr. Nixon) to discuss work on his property and how to address the heat exchange vault on his property. We have NOT included engineering time in our fee estimate re-design of the heat exchange portion of the vault. This service can be provided as requested.
4. Perform field existing condition survey of the new alignment. The field survey work will gather the existing utility locates, topography and other features that will be needed for the design and construction. The survey work will be used for both plan and profile for the new line. The survey work will set the survey control for eventual construction. Ideally this task would be performed concurrent with task 2.
5. Prepare bid documents (plans and specs) for competitive bidding process.
6. Prepare an engineer's opinion of probable construction costs.
7. SGM will assist the City through the bidding process. This will include preparing the documents, bid advertisement, facilitate a pre-bid meeting, answer contractor bid related questions and provide a recommendation to the City for a construction contractor based on the bids received. This will include issue a notice of award to the successful contractor.
8. SGM will assist the City with the construction administration. This work will include facilitating a pre-construction meeting (if needed), reviewing submittals, answer contractor requests for

information, attending weekly project meetings and being available as City staff needs. SGM will prepare contract closeout documentation.

For the scope of work described above, our estimated fee is \$24,200.00. For this project we propose to work on a time and materials basis as directed by the City. Our initial estimate would be a "not to exceed" amount unless approved in advance.

Our fee estimate breaks down as follows:

Survey and Existing Conditions Mapping:	\$4,600.00
Engineering, Plans, Specs, Proj. Coord., Cost Estimates:	\$11,500.00
Bid Process/Assistance:	\$600.00
<u>Construction Admin Assistance (Based on 5-week project):</u>	<u>\$7,500.00</u>

Total estimate: \$24,200.00

If you have any questions or would like additional detail regarding this proposal, please let me know. Please contact me at 970.707.8152 or by email at jerryb@sgm-inc.com with any questions or concerns. We look forward to helping the City of Ouray with this important project.

Sincerely,



Gerald E. Burgess, PE
Senior Engineer/Principal

City of Ouray
Attn: Joe Coleman
Via email: colemanj@cityofouray.com

March 6, 2020

RE: Box Canyon Hot Water Infrastructure Improvements – Heat Exchange Vault

Joe,

SGM recommends the following approach for the Heat Exchange Vault located on the Nixon property. Currently, how well the heat exchange tubing and system in place at the Nixon residence functions is an unknown. Prior to making any modifications to the vault and exterior piping we believe that the existing system should be tested, and heat balance measurements taken. This will enable us to put a modified system back in place equal to or better than the current system. This work would be followed by a design for modifications or replacement. Main work elements for this task would include:

- Test and Balance measurement – (one of the tools used is a glycol spectrometer).
 - Test and Balance includes measuring the following:
 - Hot side (source side):
 - Entering water temperature
 - Leaving water temperature
 - Flow rate
 - Cold side (private side):
 - Entering water temperature
 - Leaving water temperature
 - System pressure drop
 - Glycol concentration (if glycol is used)
 - Flow rate

The aforementioned will be followed up with:

- Basic design and specification of new heat exchanger, general consulting and support. Calculate rate of heat exchange.
 - Does not include review of owner's system beyond the (5) measurements above.
 - Includes an opinion of cost.

Our fee estimate breaks down as follows:

Test and balancing measurements:	\$1,800.00
Basic design, specs, general consult, opinion of cost est.:	\$2,500.00
<u>Bid and construction support:</u>	<u>\$600.00</u>
Total estimate: \$4,900.00	

If you have any questions or would like additional detail regarding this proposal, please let me know.

Sincerely,



3-10-2020

Justin Perry, Mayor Nelson, and members of the Ouray City Council:

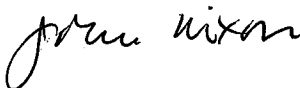
I am in receipt of the letter dated March 3, 2020 from Justin Perry advising me that the City is considering changes to the geothermal water line which crosses my property at 302 Oak St. I am sorry that I will not be able to attend your next council meeting to discuss this matter.

I would however like to offer a suggestion for your consideration. Rather than replace the concrete vault on my property and tear up my driveway to replace the uninsulated line which is buried along the edge of my driveway, I suggest the following. Cut the existing water line a foot or two upstream of the vault and connect the new insulated pipeline to the cut line. Rather than replace the vault, which is sound and does not leak, I will hand excavate around the perimeter of the vault, down to the bottom of the vault, and line the walls with 2" of extruded polystyrene. I will also design a removable insulated cover for the vault which does not weigh the 165# that the existing steel plate cover weighs. Leave the pipeline that exits the vault underground and connect the new insulated pipe to the existing pipe where it surfaces, near my dish receiver. It is true that short approx. 40' section of pipe which is buried does lose heat, but my guess it is not significant. The earth around the pipe does act as insulation.

I can only imagine that this plan would save the City thousands of dollars for very little loss in BTUHs.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Nixon".

John Nixon

**OURAY CHAMBER RESORT ASSOCIATION
AGREEMENT FOR VISITOR CENTER SERVICES
Effective April 1, 2020**

This Agreement is entered into on the 16th day of March 2020, between the City of Ouray, Colorado (City) and the Ouray Chamber Resort Association d/b/a Ouray Tourism Office (OTO).

WHEREAS, the City has, by Section 3-4 of the City of Ouray Municipal Code (Code), levied a Lodging Occupation Tax (LOT) on all short-term accommodations within the City;

WHEREAS, all expenditures derived from 86.875% of Lodging Occupation Tax revenues are placed into the Tourism Fund pursuant to OLUC 3-1-G, to be used solely for the purpose of destination marketing, management and development to attract visitors to and enhance the visitors experience within the City of Ouray, Colorado;

WHEREAS, OTO is operating the Ouray Visitor's Center under an agreement dated May 20, 2019 and an amendment to extend, dated January 6, 2020; and

WHEREAS, under this Agreement, the City desires to award the contract to operate the City's visitor center to OTO for \$160,000.00 over a 12 month period at \$13,333.33 per month beginning on April 1, 2020 through March 31, 2021.

NOW, THEREFORE, it is agreed by the parties for and in consideration of the mutual covenants contained herein as follows:

1. SERVICES. OTO agrees to operate the Ouray Visitor Center located at 1230 Main Street, Ouray, Colorado, in accordance with the attached Exhibit A (Work). Any material changes to Work shall be approved by the City, prior to implementing any changes.
2. PAYMENT. In consideration of the performance of OTO's obligations pursuant to this Agreement, the City shall make equal monthly payments to OTO, beginning on April 1, 2020 through March 31, 2021 December, of Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents (\$13,333.33), with said revenues to be used only for Work.
3. TERM. This Agreement commences on April 1, 2020 and terminates on March 31, 2021, unless extended below, or on such earlier date as this Agreement may be terminated by its terms.
4. QUARTERLY REPORTS. OTO shall submit quarterly reports to the City describing its activities for each prior fiscal quarter. These reports will include:
 - A. Updates on Visitor Center services provided.
 - B. A narrative financial report of expenditures and income in the prior quarter following the categories outlined in the Visitor Center Operating Funding Request and Budget (Exhibit A) and an accompanying detail report of Visitors Center expenditures made

during the period.

5. YEARLY REPORTS. OTO shall submit to the City year-end reports, including:
 - A. A year-end financial statement pertaining to LOT funds used for operating the Visitor Center, including a Statement of Financial Position, Statement of Activities, Statement of Functional Expenses and Cash Flows from Operating Activities (as approved according to the OTO Board of Directors' fiscal policies) by February 15th of each year.
 - B. OTO shall also provide any additional financial documentation as requested by the City pertaining to LOT funds.
6. YEARLY AUDIT. OTO shall provide the City with a financial audit by an independent auditor, at OTO's expense, of all financial transactions related to the expenditure of funds received by OTO from the City pursuant to this Agreement by June 1st of each year for the prior year expenditures. The audit opinion shall provide reasonable assurance that OTO financial statements are presented fairly and accurately, in all material aspects.
7. COVENANT TO PERFORM ADEQUATE WORK. OTO shall perform all Work in a competent and efficient manner and shall comply with all City of Ouray code and state and federal laws. Any negligent performance of Work, including deliberate or careless conduct that has an adverse effect on the reputation of the City shall be a breach of this covenant.
8. LEASE OF REAL PROPERTY. The City shall lease to OTO the building located at 1230 Main Street, City of Ouray, Colorado (Premises) in accordance with the terms attached as Exhibit B and herein.
9. COMMUNICATION. The City and OTO shall communicate on a regular basis throughout the year, but at least on a monthly basis and communicate immediately when necessary.
10. TERMINATION. Either party may terminate this Agreement for cause after thirty (30) day written notice to cure. During the cure period, both parties shall meet in person at least once to discuss the default and a path forward. In the event of termination following a right to cure, OTO shall immediately repay to the City any amounts not committed or expended, which it has received from the City and shall conduct no further activities pursuant to this Contract. Likewise, the City will reimburse OTO for any amounts committed or expended in accordance with the Work performed by OTO on Exhibit A.
11. DEFAULT. Each party is deemed in default of its obligations under this Agreement if the party fails to observe, comply with or perform any term or condition contained in this Agreement.
12. CITY'S REMEDIES FOR OTO BREACH: City shall have the following remedies in addition to its other rights and remedies in the event OTO breaches this Agreement and fails to make corrections as set forth in paragraph 10 above:
 - a. City may terminate this Agreement and re-enter the Premises immediately and remove the property and personnel of OTO, store the property in a public warehouse or at a place selected by City, at the expense of OTO.

- b. On termination, City may recover from OTO all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of the Agreement and actual damages, including the City's reasonable attorney's fees, courts costs and other costs, as may be reasonable.
 - c. After re-entry, City may procure the appointment of a receiver to take possession and collect rents and profits of the business of OTO, and if necessary, to collect the rents and profits the receiver may carry on the business of OTO and take possession of the personal property used in the business of OTO, including inventory, trade fixtures, and furnishings and use them in the business without compensating OTO. Proceedings for appointment a receiver by City, or the appointment of a receiver and the conduct of the business of OTO by the receiver, shall not terminate and forfeit this Agreement unless City has given written notice of termination to OTO as provided herein.
- 13. PARTIAL DESTRUCTION. Partial destruction of the Premises shall not render this Agreement void or voidable, nor terminate it except as herein provided. If the Premises are partially destroyed during the term of this Agreement, City shall repair them when such repairs can be made in conformity with governmental laws and regulations, within thirty (30) days of the partial destruction. If the repairs cannot be made in thirty (30) days, and if City does not elect to make them within a reasonable time, either party shall have the option to terminate this Agreement.
- 14. CITY INTELLECTUAL PROPERTY OWNERSHIP. Certain intellectual property, including but not limited to, Ouray Colorado destination brand name, ouraycolorado.com website, Ouray Co Facebook page, Ouray_co Instagram account, Ouray_co Twitter account, info@ouraycolorado.com and ouray@ouraycolorado.com email accounts, 1-800-228-1876 and 970-325-4746 phone numbers, current Ouray generated destination brand videos, photos and written content (City Intellectual Property) is owned by the City and OTO uses City property with permission herein. OTO agrees to cooperate to transfer ownership of City's intellectual property into the City's name and to provide passwords and other access information, upon written request.
- 15. NON-ASSIGNMENT. This Contract may not be assigned by either party and may be amended only by written agreement by both parties. It represents the entire contract between the parties. Notwithstanding this non-assignment provision, OTO may subcontract any discreet services in its sole discretion.
- 16. INDEPENDENT CONTRACTOR. OTO is an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and OTO, or their successors or assigns. No agent or employee of OTO shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of OTO. None of the benefits provided by the

City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of OTO. OTO will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. OTO will pay all federal and state income tax on any moneys paid pursuant to this agreement.

17. INSURANCE. OTO agrees to procure and maintain, at its own cost, the policy or policies of insurance required by this paragraph. OTO shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. OTO shall maintain Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent OTOs, products, and completed operations. The policy shall contain a severability of interest provision. The policies required shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by OTO. The additional insured endorsement for the Comprehensive General Liability insurance acquired above shall not contain any exclusion for bodily injury or property damage arising from operation of the Premises. OTO shall be solely responsible for any deductible losses under each of the policies required above.
18. GOVERNMENTAL IMMUNITY. OTO understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this Agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
19. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this Agreement shall be subject to the annual appropriations of money. Any shortfall in the Tourism Fund due to a decrease in revenue may delay payments to OTO or cause the City to be unable to make the payments to OTO. OTO shall not hold the City liable in the event money cannot be appropriated.
20. INDEMNIFICATION. To the fullest extent permitted by law, OTO 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 any injury, loss, or damage, including, without limitation claims arising any bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are connected with OTO's possession of the Premises or operation of the business thereon, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of OTO or any subcontractor of OTO, or any officer, employee, or agent of OTO or any subcontractor, or any other person for whom OTO is

responsible. OTO shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. OTO's indemnification obligation of this paragraph (Indemnification) shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

21. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to C.R.S. § 8-17.5-101, *et seq*, the OTO certifies the following:

- a. OTO shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- b. OTO shall not enter into a contract with a subcontractor that fails to certify to OTO that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- c. OTO has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).
- d. OTO shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
- e. If OTO obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, OTO shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. OTO shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
- g. If OTO violates these illegal alien provisions, the City may terminate this contract for a breach of contract. If this Contract is so terminated, the OTO shall be liable for actual and consequential damages to the City. The City will notify the Office of the Secretary of State if OTO violates these provisions and the City terminates this contract for that reason.
- h. OTO shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this contract affirm that OTO has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee. OTO shall

provide a written, notarized copy of the affirmation to the City.

22. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
23. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
24. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
25. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
26. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.
27. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
28. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
29. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
30. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
31. DAMAGE WAIVER. Both parties waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

32. ATTORNEY FEES. In the event suit is filed to enforce any provisions of this Agreement, the prevailing party shall be awarded (in addition to other relief granted) all reasonable attorney fees and costs incurred in attempting to enforce its rights under the Agreement.
33. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
34. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
35. NOTICES. To City: City Administrator, City of Ouray; PO Box 468; 320 6th Avenue, Ouray, Colorado and to OTO: Executive Director, PO Box 145; 1230 Main Street, Ouray, Colorado.
36. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City representative.

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

City of Ouray

Ouray Chamber Resort Association
d/b/a Ouray Tourism Office

Mayor Nelson

Christina Hinkson, President

Attest:

City Clerk Melissa Drake

Exhibit A

Scope of Work

I. Operation of Visitor Center

A. Minimum open hours with adequate staff:

TIME PERIOD	DAYS OPEN	HOURS OPEN
Jan 1 - May 24	Mon-Sun	10 am - 4 pm
May 25 – Sep 7	Mon-Sun	9 am - 6 pm, Sun: 9 am- 4 pm
Sep 8 - Oct 12	Mon-Sun	9 am - 5 pm; Sun: 10 am- 4 pm
Oct 13 – Dec 31	Mon-Sun	10 am - 4 pm

The Visitor Center shall be closed on New Year's, Thanksgiving, and Christmas day and on Christmas Eve day the center will close at 1:00 p.m.

II. Budget Plan

III. Local Business Support

- a. By July 1, 2020, the Visitor Center shall contact every business located in the City, to the extent such business is known, to offer each business the opportunity to participate in subsection b – g below. At no time shall OTO business members receive any special privileges at the Visitor Center. The Visitor Center shall be available to all local businesses equally.
- b. Any business located in the City of Ouray (Business) may have a listing (name, address, phone number, description) on all forms of Visitor Center material and no membership fees shall be charged to any local business.
- c. Each Business shall have a link from www.ouraycolorado.com to its website, if requested, if requested.
- d. Each Business shall have linking available through all social media accounts operated by OTO.
- e. Each Business shall have space for one (1) rack card or similar and the Business is responsible for any costs, if requested.
- f. To the extent practical, all Business names shall be included on any print or digital maps and City directories provided or maintained by OTO.
- g. Update the database of all brochures and visitor information from Businesses.

IV. Program Development

- a. Develop, implement, training and conduct outreach for the Colorado Concierge Program through the Colorado Tourism Office so that the local ambassador base is expanded.
- b. Develop, implement, training and conduct outreach for the Leave No Trace responsible practices program.

- c. Continue to distribute the Ouray-Ridgway Visitor's Guide, Colorado State Vacation Guide, Colorado State Road Maps, Ouray-Ridgway Menu Guide, Stay Longer Pieces and Mountains & Mesas.
- d. Continue to offer local customer service trainings at least once per year
- e. Continue to provide the toll-free telephone number.
- f. Continue the mailing of the Visitor Guide and publication of local collateral information.

V. Day to Day Operations

- a. Answer and maintain the 1-800-228-1876 and 970-325-4746 telephone numbers daily which included answering and returning telephone calls.
- b. Continue to timely receive and respond to direct leads from www.OurayColorado.com, on-line comments, and reviews.
- c. Continue to mail the Ouray-Ridgway Visitor's Guide weekly.
- d. Continue to update seasonal Business hours and the No Vacancy Face Book group with updated information.
- e. Continue to maintain a logbook that tracks visitor zip codes, length of stay and track comments and update the website annually with this information.
- f. Clean and stock the public restrooms within the City of Ouray.
- g. Provide free high-speed wifi access.
- h. Update board and display screens that present Ouray Hot Springs Pool temperatures, key trail information and local events.
- i. Continue to maintain donation jars for Ouray Beautification Committee, Ouray Trail Group & Six Basins Alliance.
- j. Sell items to benefit Ouray Trail Group, local authors and creatives.
- k. Sell Colorado Search and Rescue cards that benefit local nonprofit search and rescue operations.
- l. Offer free display space for local artwork and historical displays.
- m. Maintain a lost and found for low-value objects and a direct connection to the Ouray Police Department and Ouray County Sheriff offices for high-value items.
- n. Offer recycling of glass, plastic & aluminum.
- o. Administrative services for visitors and local businesses like making copies, phone calls (when cell coverage is not available) and faxes.
- p. Allow water fill ups for larger water containers and external spigot.
- q. Foster relationship with the Ouray School for volunteer projects and STEM programs integration for visitor's Center displays.
- r. Offer free little library location.
- s. Free, after-hours meeting space for local nonprofits, trainings or event registrations. The Ouray Visitor's Center has been the location of Ouray Hot Springs Lifeguard trainings, indoor event registrations for local events like the Ouray Mountain Trail Run and even an alternate City Council meeting space when other facilities aren't available.
- t. Distribution point for emergency and critical messaging pieces between visitors and the local community.
- u. Free use of OTO-owned event supplies like chairs, tables, tent(s), etc. for local nonprofits and community groups.

- v. Integration with the DMMD program and a cohesive message provided to the visitor from the time they learn about Ouray until they walk through the doors.
- w. Internal visitor-oriented projects like signage updates, changing tables and visitor displays.
- x. Continue with maintenance schedule as set forth with the 2019 contract.

VI. Media

- a. Accurate and up-to-date online calendar of events
- b. Print and digital maps of restrooms, parking, trailheads for visitors
- c. Daily social media updates

EXHIBIT B
REAL PROPERTY LEASE TERMS

1. Description of Premises:
The City leases to OTO the building located at 1230 Main Street, City of Ouray, Colorado (Premises).
2. Lease Term:
These terms are incorporated into the Agreement entered between the parties concerning the Work described on Exhibit A and if the Agreement is terminated the lease terms also terminate.
3. Rent:
No rent or security deposit is due and owing.
4. Use of Premises:
The Premises are to be used for the operating, maintenance and use as a Visitor Center. and under the Work described in Exhibit A. OTO shall restrict its use to such purpose and shall not use or permit the use of the Premises for any other purpose without the written consent of City or City's authorized agent.
5. Restrictions on Use:
OTO shall not use the Premises or conduct the its business in any manner that will increase risks covered by insurance on the Premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of OTO's business purposes related to the Premises. OTO shall not keep, use or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.
6. Waste, Nuisance or Unlawful Activity:
OTO shall not allow any waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful purpose. OTO shall be responsible to keep the Premises clear from all trash and refuse.
7. Repairs, Maintenance, Cleaning and Improvements:
OTO shall maintain the Premises and keep them in good repair at OTO's expense. OTO shall perform routine maintenance and repairs to the interior of the Premises, as necessary, at OTO's expense. OTO shall maintain, repair and clean windows, doors, floors and interior walls. Any improvements or alterations made by OTO shall first be approved by City in writing and, in such event, such alterations or additions shall be at OTO's expense. Damage caused by OTO, or others, shall be repaired at OTO's expense.
8. Delivery, Acceptance and Surrender of Premises:
City represents that the Premises are in fit condition for use by OTO. Acceptance of the Premises by OTO shall be construed as recognition that the Premises are in good state of

repair and in a sanitary condition. OTO shall surrender the Premises at the end of the Lease Term, or any renewal thereof, in the same condition as when OTO took possession, allowing for reasonable use and wear, and damage by acts of nature, including fires, floods, and storms. Before delivery, OTO shall remove all business signs placed on the Premises and restore the portion of the Premises on which they were placed in the same or equal condition as when received. Any fixtures or improvements of a permanent nature installed by OTO shall become the property of City at the expiration of the Lease, or any renewal thereof.

9. Entry on Premises by City; Non-Exclusive Use Area:

City reserves the right to enter on the Premises at reasonable times and upon reasonable notice to inspect them, perform required maintenance and repairs, or make conditions, alterations or modifications to any part of the building in which the Premises are located, and OTO shall permit City to do so. City may erect scaffolding, and similar structures, post relevant notices, and place movable equipment in connection with making alterations, additions, or repairs, all without incurring liability to OTO for disturbance of quiet enjoyment of the Premises or loss of occupation thereof.

10. Signs, Awnings, and Marquees Installed by OTO:

OTO shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the Premises without the written consent of City. OTO shall remove signs, displays, advertisements or decorations that, in the opinion of City as given by written notice, are offensive or otherwise objectionable. If OTO fails to remove such signs, display, advertisements, or decorations within five (5) days after receiving written notice from the City to remove them, the City reserves the right to enter the Premises and remove them at the expense of the OTO.

11. Taxes:

City shall pay all real property taxes for the Premises during the terms of this Lease, and City shall pay all personal property taxes incurred during the term of this Lease for the personal property owned by City and kept on the leased Premises. OTO shall pay any sales, use or other taxes due as well as personal property tax on any personal property owned by OTO.

12. Utilities:

All utilities, including, water, sewer, heat, trash, and janitorial services used on the Premises during the terms of this Agreement shall be arranged and paid for by the OTO.



DISCUSSION ITEMS (March 16, 2020)

Emergency Preparedness Budget

Background – In light of current concerns with the Coronavirus, it has been requested to have a discussion regarding developing a budgetary plan for the City of Ouray, in case resources need to be allocated differently and certain services suspended.

Pool Consultant

Background – This was a requested discussion item from last council meeting by Mayor Nelson and Mayor Pro Tem Wood. The discussion will focus on the idea of bringing in a consultant to the pool to conduct a full review and assessment of all management, operations, maintenance, etc.

Probationary Period for New Hires

Background – This discussion was a request by Mayor Nelson to discuss the idea of having the City implement a policy/personnel regulation that includes a probationary period for new hires.

Accessory Dwelling Unit Code Changes

Background – As requested by City Council a few months back, the Planning Commission is taking a look at options with Accessory Dwelling Units and what can be done to incentivize long-term affordable housing throughout the City of Ouray. This discussion will be led by Community Development Coordinator Chris Hawkins.

Future Agenda Items – Council discussion about future agenda items.

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TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: March 13, 2020
FOR: March 16, 2020 City Council Meeting
SUBJECT: Consideration of amendments to the Ouray Land Use Code at Section 7-2 and the definition of an Accessory Dwelling Unit ("ADU"); Sections 7-5-J-6 regarding ADU regulations and incentives; 7-5-E-3-d-iii-2, 7-5-E-4-e-iii-2 and Table 7-5-D to not count accessory dwelling unit floor area in the maximum floor area allowed in the R-1 and R-2 zone districts; to not have ADUs count towards the maximum density on a lot; and to increase the site coverage in the R1 Zone District from 30 to 40%.

The impetus for these amendments is City Council direction to amend the Land Use Code to provide incentives for housing. The Planning Commission initially focused on Accessory Dwelling Units ("**ADU**") to meet this Council direction during the last several months. The direction provided at these meetings has been incorporated into the proposed amendments as shown in Exhibit A.

The Planning Commission has been focused on creating incentives for ADU, including:

1. Increasing the size to allow for up to 1,200 sq. ft. and a three bedroom unit.
2. Removing the owner occupancy requirement of either the primary unit or ADU.
3. Allowing an ADU on any size lot in the city.
4. Not counting the ADU floor area in the maximum floor areas allowed in each zone district.
5. Allowing for on-street parking.
6. Increasing the site coverage in the R1 Zone District from 30% to 40% for ADU.

The following sections summarize the key ADU changes as set forth in Exhibit A:

1. **Section 7-2.** The definition of an ADU is changing to allow for up to 1,200 sq. ft., with the current limit at 1,000 sq. ft.
2. **Section 7-5-J-6 Opening Paragraph.** A purpose statement has been added to the opening section. A reference was also added that ADU have to meet the dimensional standards in Table 7-5-D. Also clarifying that ADU do not count towards the maximum density (It could be argued under the current Land Use Code that a lot has to contain 4,740 sq. ft. to 7,100 sq. ft. in order to have an ADU in the R1 and R2 zone districts).

3. **Section 7-5-J-6-a.** Deleting not needed or redundant requirements. Also clarifying that ADU require a primary unit to already exist or be proposed with the ADU.
4. **Section 7-5-J-6-b.** Establishing standards for allowing on-street parking as an incentive for ADU. It is getting more common for jurisdictions to allow and regulate on-street parking including allowing for such an incentive for housing.
5. **Section 7-5-J-6-c.** Increasing the maximum floor area from 1,000 sq. ft. to 1,200 sq. ft. which should allow for up to a three bedroom unit. Also deleting a requirement that the either the ADU or the primary unit be owner occupied as an incentive to providing an ADU on second home or short-term rental properties.
6. **Section 7-5-J-6-d.** Increasing the occupancy requirement for ADU from a minimum of 30 days to 90 days or greater to provide long-term housing (Current ADU requires an occupancy of 30 days or greater).
7. **Section 7-5-J-6-e.** Requires a deed restriction for the ADU in exchange for the incentives discussed herein. Deed restrictions will ensure future owners are aware of the ADU requirements which is currently not the case. Assures long-term housing since ADU only deed restriction will ensure. The City should enforce this restriction annually through a combination of mailed surveys to property owners with pay stubs as proof of employment, and random checks of units.
8. **Section 7-5-J-6-f.** Creating ADU provision for existing units and an allowance to realize the incentives only if new ADU regulations are met, including deed restriction.
9. **Section 7-5-J-6-g.** No change.
10. **Section 7-5-J-6-h.** No change.
11. **Section 7-5-J-6-i.** Eliminating an unneeded regulation that is already covered by existing code provisions. Burden of proof of meeting City regulations falls on all applicants.
12. **Table 7-5-D.** Proposed changes include an allowance for an ADU on any lot, even one that does not meet the minimum lot size; not counting an ADU towards the maximum allowed density; not counting ADU floor area towards the maximum floor area; and increasing the maximum site coverage allowed in the R1 Zone District from 30% to 40% if ADU are provided.

The Planning Commission passed a motion recommending the Council approve the proposed code amendments at the March 10, 2020 meeting. This first Council meeting is to discuss the proposed amendments to see if there are any changes prior to preparing an ordinance for first reading. If directed by the Council, staff will prepare an ordinance for first reading that can be considered at either the April 6 or April 20 meetings.

Proposed Amendments to Ouray Land Use Code

Section 7-2 Definitions

Accessory Dwelling means a dwelling unit that contains no less than 300 sq. ft. and no more than ~~1000~~ 1,200 sq. ft. of floor area and is located on the same site as, but has a separate entrance from, a single-family or duplex dwelling.

Section 7-5-J-6 Accessory Dwelling Units

Accessory Dwelling Units (“ADU”) are intended to provide workforce housing for long-term occupancy. Dwelling units ADU which meet the criteria of this Subsection may be allowed as an accessory use to a principal residential unit in the R-1, R-2, C-1 and C-2 districts provided that such ADU the dwelling units conform to the applicable requirements of said Districts and Table 7-5-D. An ADU can be proposed on any size lot and does not count towards the maximum density as set forth in Table 7-5-D.

- a. The accessory dwelling unit must be constructed in accordance with applicable requirements of Code adopted by the City pursuant to Chapter 6 of Ouray Municipal Code. It An ADU can only be proposed when a primary dwelling unit exists or is proposed as a part of the same building permit. ADUs may be attached or detached to the principal residential unit. Applicable dimensional requirements for a single family dwelling as set out in Table 7-5-D must be met for the premises.
- a.b. One off-street or on-street parking space shall be provided for the accessory unit ADU in addition to any other required off-street parking. Any proposed on-street parking will only be permitted when it is shown on a site plan that (A) one (1) parking spaces measuring 10’ x 20’ exists or will be constructed per City specifications in an adjacent right-of-way; (B) such parking space does not obstruct the travelled way; and (C) such parking will comply with all other City laws concerning parking in public rights-of-ways.
- b.c. The accessory dwelling unit ADU may not exceed ~~1,000~~ 1,200 square feet of living area, excluding garage floor area.
 - i. One of the dwelling units on the property must be, and remain, owner occupied. If the other dwelling unit is rented, a minimum of a 30-day rental period shall be required by written lease.
- d. The ADU shall be rented out long-term for a period of 90 days or greater, and be rented out to a person who is working 32 hours or greater in either a business within Ouray County, or be working remotely (telecommuting) for a business that is located outside of the city.
- e.e. Prior to issuing a building permit for a new ADU, the property owner shall enter into a deed restriction with the City that contains the key requirements set forth in this Subsection in form set forth by the City that is recorded in the Ouray County Clerk and Records Office.
- f. Accessory dwelling units that were constructed prior to April __, 2019 (“Pre-Existing ADU”) are subject to the prior accessory dwelling unit regulations that required owner occupancy of the primary unit; limiting floor areas to 1,000 sq. ft.; counting the accessory dwelling unit floor area in the maximum floor area limit, counting ADUs in the density limitation and requiring on-site parking. If an owner of a Pre-Existing ADU desires to be considered for an allowance under these new ADU standards, then such owner shall have to meet all of the requirements set forth in this Subsection, including but not limited to the need to enter into a deed restriction with the City.

~~d.g.~~ The accessory dwelling unit must be owned together with the principal residential unit, and the lot or parcel upon which they are located, in undivided ownership.

~~e.h.~~ The accessory dwelling unit may be served off of the water and sewer taps for the principal residence, in which case it shall not be subject to additional investment fees, and the primary residence and accessory dwelling unit shall be charged as a duplex for water and sewer service rates.

~~f.i.~~ ~~The burden shall be upon the owner of any accessory dwelling unit to provide adequate proof to the City that the criteria of this Section are met. In the event that the City determines that the criteria have not been shown to be satisfied the unit may not be occupied as a residence.~~

~~g.j.~~ A dwelling unit constructed as a principal single-family home, which meets these criteria, may be converted to an accessory dwelling unit following construction of a new principal dwelling unit.

7-5-E-3 Residential District R1

7-5-E-3-d-iii-2 Maximum Floor Area

A. On properties within the boundaries of the Ouray Local and National Historic District as shown on Official Zoning Map, the maximum floor area gross shall not be more than 10% greater than the average floor area of primary structures on lots located on the block front or 4,260 sq. ft., whichever is less. Accessory buildings or structures shall be excluded from the average floor area calculation.

B. On properties not within the boundaries of the Ouray Local and National Historic District, maximum floor area gross shall be 4,260 sq. ft.

~~B.C.~~ Accessory dwelling unit floor area shall not be included in the maximum floor area limit as an incentive to constructing and providing such units.

7-5-E-4 Residential District – High Density – R2

7-5-E-4-e-iii-2 Maximum Floor Area

A. On properties within the boundaries of the Ouray Local and National Historic District, as shown on Official Zoning Map, the maximum floor area gross shall not be more than 10% greater than the average floor area of primary structures, on lots located on the block front, or 4,260 sq. ft., whichever is less. Accessory buildings or structures shall be excluded from the average floor area calculation.

B. For all other properties not within the boundaries of the Ouray Local and National Historic District, the maximum floor area shall be 10,650 sq. ft.

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

Table 7-5-D Dimensional Requirements (Please refer to following pages)

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

*Does not apply to accessory dwelling units. An ADU can be proposed on any size lot and does not count towards the maximum density.

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

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ACTION ITEMS (March 16, 2020):

Possible Action Concerning the Interim City Administrator Position

Action Requested – *Will City Council take action concerning the Interim City Administrator Position?*

Background – The City Council has interviewed candidates for the Interim City Administrator position. Council will have the opportunity to take action for the position during this meeting.

Recommendation – N/A