

AGENDA
OURAY CITY COUNCIL
320 6th Avenue – Community Center MASSARD ROOM
May 20, 2019
Work Session 5PM and Regular Meeting 6PM

- 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

5PM – Work Session

2019 Budget Review Page 2

6PM - Regular Meeting

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING - New Liquor License Application – Ouray Wing Company Page 29
5. CITIZENS' COMMUNICATION
6. CITY COUNCIL REPORTS/INFORMATION Page 39
Glenn Boyd, Dawn Glanc, Bette Maurer, Dee Hilton, and Pam Larson
7. DEPARTMENT REPORTS
 - a. Interim City Administrator Page 43
 - b. Community Development Coordinator Page 46
8. CONSENT AGENDA Page 47
 - a. Liquor License Renewal – JTJ Companies LLC dba O'Brien's Pub & Gril Page 48
 - b. Huckstering Permit Applications – Mountain Air Music Series – All Vendors – June 6, 13, 20, 27 - Page 49
9. ACTION ITEMS Page 60
 - a. Possible Appointment of Permanent City Administrator
 - b. New Liquor License Application – Ouray Wing Company Page 29
 - c. First Reading of Ordinance No. 4 Regulating Short-term Rentals in the City of Ouray Page 63
 - d. Determination of LOT Disbursement for 2019
 - e. Short-term Parking on the 200 Block of 6th Avenue Page 76
 - f. OTO Marketing Agreement Page 77
 - g. OTO Visitors' Services Agreement Page 86
10. DISCUSSION Page 105
 - a. City Hall 2nd Floor Office Space
 - b. Future Agenda Items
13. ADJOURNMENT

Report Criteria:

Accounts to include: With balances
 Budget note year end periods: 12/19
 Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
GENERAL FUND					
TAXES					
10-40-4000	Lodging Taxes	3,674	3,391	3,542	4,533
10-40-4010	Occupational Tax	1,981	1,685	1,107	1,300
10-40-4020	Property Taxes	429,598	427,386	437,072	437,500
10-40-4030	Sales Tax	1,040,718	1,059,400	1,142,413	1,170,973
Total TAXES:		1,475,971	1,491,861	1,584,134	1,614,306
GRANTS/CONTRIBUTIONS					
10-41-4120	Police Grants/Donations	4,496	2,114	1,538	3,000
10-41-4140	Fire Dept. Grants/Donation	770	.00	100	.00
10-41-4167	CC Grants/Outside Fundin	.00	200	.00	.00
10-41-4170	Other Parks Grants/Donati	8,464	58,161	.00	.00
10-41-4185	Grant - Region 10 Small C	.00	.00	5,000	.00
Total GRANTS/CONTRIBUTIONS:		13,729	60,475	6,638	3,000
PERMITS & FEES					
10-42-4200	Building Permits	18,043	22,741	40,348	22,000
10-42-4210	Business Licenses	6,573	8,588	4,033	3,500
10-42-4220	Motor Vehicle Fee	5,081	5,758	6,107	5,500
10-42-4230	Planning & Zonning Fees	4,150	3,525	4,816	3,000
10-42-4232	Encroachment Permits	6,255	975	725	1,000
10-42-4242	Specific Ownership Auto	49,849	56,783	63,757	59,000
Total PERMITS & FEES:		89,951	98,369	119,786	94,000
OTHER REVENUES					
10-43-4032	Ouray School Fuel Payme	.00	.00	4,836	4,248
10-43-4300	CNL rent	4,000	2,450	2,400	2,400
10-43-4305	Cigarette Tax	3,503	3,473	3,787	3,706
10-43-4310	Court Fines	15,170	18,530	17,755	15,000
10-43-4315	E.S.C. Reimbursement	5,122	3,274	3,372	9,579
10-43-4320	Fire Dist Reimbursement	23,768	23,774	29,523	26,000
10-43-4325	Franchise Fees	45,346	44,102	42,886	45,000
10-43-4330	Highway Dept Reimburse	5,941	3,824	6,231	6,200
10-43-4333	County Rd & Br Sharing	23,799	23,631	24,399	24,134
10-43-4335	Highway Users Tax	39,469	43,743	52,478	42,944
10-43-4337	Fed. Min. Lease & St.Seve	6,352	7,698	12,388	.00
10-43-4340	Interest Income	2,278	4,491	6,111	4,500
10-43-4342	Hosted Event Fees	.00	1,693	.00	.00
10-43-4350	Other Revenue - Misc	9,068	2,143	1,005	2,000
10-43-4351	Copy Machine Revenue	89	45	108	100

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
10-43-4353	Vending Machine Revenue	446	263	279	270
10-43-4354	Public Works Revenue	.00	.00	3,440	.00
10-43-4355	Other Revenue - Police	6,404	270	1,099	5,000
10-43-4358	Police Reports	140	50	120	200
10-43-4365	Restitution Fund	.00	.00	750	750
10-43-4368	Other Revenue - Fire	10,000	12,000	21,806	12,000
10-43-4370	Rebiling & Interest	3,615	1,567	3,777	30,000
10-43-4375	Taxes Penalty & Int	2,136	1,352	2,397	2,000
10-43-4380	Transfer from Parks Fund -	98,517	.00	.00	.00
10-43-4385	Transfer from Ref/Rec Fun	5,000	5,000	5,214	10,000
10-43-4386	Transfer from Cap.Improv.	76,905	90,069	227,308	320,950

Budget notes:

~2019 \$25,000 - CSB public restrooms, \$12,000 - San Juan Room Offices?, \$45,000 - Police Tahoe, \$53,000 - Spillman, \$6,000 - Public Works Sander, \$27,000 - San Juan Room Insulate and Ceiling, \$30,500 - VMS Sign a MUDTC Cones/Barriers, \$6,850 - City Hall Impr Int/Ext, \$11,000 - City Hall update doors and carpet, \$104,600 - Box Canon line Phase III

Total OTHER REVENUES:	387,068	293,441	473,468	566,981
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COMMUNITY CENTER

10-44-4461	Use Fees	11,145	14,740	14,055	14,740
10-44-4470	Internet cabinet rent	635	635	635	635
10-44-4999	Other Financing Sources	.00	12,009	.00	.00

Total COMMUNITY CENTER:	11,780	27,384	14,690	15,375
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OTHER PARKS REVENUES

10-45-4021	OCRA Lease	10,000	.00	7,644	.00
10-45-4060	Geothermal Use	387	265	594	405
10-45-4172	PARC donations	150	.00	.00	.00
10-45-4173	PARC donations - deferred	436	.00	.00	.00
10-45-4174	PARC League Fees	450	225	1,050	500
10-45-4175	PARC Fundraiser Sales	.00	.00	239	.00
10-45-4182	Dog Park donations	35	.00	.00	.00
10-45-4183	Dog Park donations - defer	35-	.00	.00	.00
10-45-4203	Ice Rink Donations	.00	.00	.00	8,978

Budget notes:

~2019 Transfer in deferred donations for Ice Rink for repairs this year

10-45-4205	Skate Rentals	.00	.00	.00	600
10-45-4310	City Park Use	700	1,525	800	600
10-45-4390	Trnsfr. from Beautification	23,863	15,361	54,289	29,750

Budget notes:

~2019 \$250 - Printing & Materials, \$2,000 - Rotary Park Continued Improvements, \$20,000 for Main Street Flower Maintenance, \$1,500 - Beaver Fencing, \$5,000 - Street Light Maintenance, \$1,000 - Misc Supplies

Total OTHER PARKS REVENUES:	35,986	17,376	64,616	40,833
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PROPERTY TAXES -FLUMES/STREETS

10-48-4810	Delinquent Prop. & Int.	389	245	434	300
10-48-4820	Property Taxes	78,209	77,210	79,087	80,899

Total PROPERTY TAXES -FLUMES/STREETS:	78,598	77,455	79,521	81,199
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GENERAL GOVERNMENT EXPENSES

10-50-5000	Mayor & Council	15,600	15,600	15,600	15,600
10-50-5002	City Administrator	20,266	16,724	22,460	8,614

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
10-50-5004	Finance & Admin. Director	16,029	15,593	19,239	19,104
10-50-5006	HR Manager	11,917	12,171	13,028	9,703
10-50-5008	Administrative Clerks	33,908	34,214	37,713	30,449
10-50-5010	Building Inspection	771	.00	14,911	29,760
10-50-5012	Community Development	35,531	26,447	.00	.00
10-50-5013	City Resources Director	7,826	8,377	9,313	7,946
10-50-5070	Court	4,680	4,095	4,680	4,680
10-50-5540	Custodian	9,857	10,301	11,001	11,790
10-50-5545	PW Maintenance Crew	2,552	2,424	2,656	5,436
10-50-5650	Event Coordinator	.00	11,306	13,055	12,931
10-50-5800	FICA	11,785	12,013	12,020	10,385
10-50-5810	Unemployment	545	563	584	408
10-50-5830	Workers' Comp	2,300	2,848	3,579	1,929
10-50-5831	Flex Plan Costs	535	605	711	1,500
10-50-5840	Group Term Life Insurance	1,330	1,362	1,122	1,600
10-50-5850	Employee Health Insuranc	38,409	35,439	30,662	46,030
10-50-5855	Medical	76	.00	.00	.00
10-50-5870	Pension	3,946	3,024	3,406	4,043
10-50-6010	Telephone / Communicatio	5,292	6,116	8,874	12,480
10-50-6020	Utilities	7,059	6,271	7,030	7,709
10-50-6030	Insurance	10,604	12,121	19,459	18,060
10-50-6050	County Treasurer's Fees	8,716	8,240	8,775	8,600
10-50-6060	Elections	.00	1,254	997	2,000
10-50-7000	Contract Labor-Gen Govt	28,332	50,161	73,507	39,936
10-50-7004	IT Contract Labor	.00	.00	.00	7,860

Budget notes:

New 2019

10-50-7025	Legal fees	42,855	46,826	41,760	52,000
10-50-7027	Audit Fees	11,000	11,500	13,350	14,000
10-50-7030	Planning	483	71	.00	2,500
10-50-7032	P & A Review	24,882	9,650	.00	.00
10-50-7035	Planning Commission	40	256	736	1,200
10-50-7037	Community Dev. Committe	.00	.00	.00	1,000
10-50-7100	C.H. Clean/Supplies	3,679	3,027	4,018	4,500
10-50-7104	IT Supplies	.00	.00	1,614	1,000
10-50-7400	Maintenance- City Hall	5,006	2,777	4,596	6,350

Budget notes:

~2019 front door repair=\$850, swamp cooler maint.=\$500, backflow=\$1,000, general maintenance=\$4,000

10-50-7600	Vehicle Oil & Gas - Admin	.00	321-	43	1,000
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Budget notes:

05/01/17 Agreement Between City of Ouray & Ouray R-1 School District. No Mark Up, invoiced monthly - paid within 30 days

10-50-7601	Vehicle Oil & Gas - School	.00	.00	5,215	4,248
10-50-7800	Dues & Subscriptions	11,822	11,041	8,837	12,000
10-50-7811	Council & Other Meetings	12,612	9,634	5,924	10,000
10-50-7820	Hosted Meetings	374	2,361	576	2,000

Budget notes:

~2019 Tri-agency dinner

10-50-7830	Office Supplies	3,345	1,964	3,650	4,600
10-50-7835	Copier/Printer Expense	4,199	4,524	3,347	4,600
10-50-7850	Printing/Publications	3,432	3,629	6,655	3,700
10-50-7854	Donations to Other Org.	937	1,589	2,209	2,766

Budget notes:

~2019 \$516 - The Mental Health Center, \$2000 - Upper Uncom-Basin Water, \$250 - Ouray School (Ad Sponsorship)

10-50-7860	Training	12,993	13,563	16,259	15,000
10-50-7862	Hiring Cost	600	28,686	9,220-	2,500
10-50-7865	Employee Functions	3,789	3,296	3,436	4,000

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
10-50-7880	Postage	1,099	1,405	2,930	2,500
10-50-7900	Other Expenses	3,557	3,953	5,262	2,020
10-50-8100	Inventoried Equipment	5,705	2,595	6,799	.00
10-50-8104	IT Inventoried Equipment	.00	.00	.00	9,000
Budget notes:					
~2019 Laptops for MD, BM, & CH, Windows Lic., & UPS for servers					
10-50-8210	Capital Improvements	.00	4,968	87,833	25,000
Budget notes:					
~2019 CSB Restroom					
10-50-8250	City Hall Improvement	329	.00	.00	23,000
Budget notes:					
~2019 \$11,000 Update doors to City Hall + carpet + \$12,000 San Juan Room Offices					
10-50-8400	Capital Equipment	.00	.00	24,470	.00
10-50-8402	IT Capital Expenditures	8,877	16,009	.00	.00
10-50-9010	E.S.C. Mtce/Other	1,269	1,028	1,869	1,886
10-50-9020	E.S.C. Utilities	3,222	3,144	3,590	4,041

Total GENERAL GOVERNMENT EXPENSES:

443,971	484,444	580,141	534,964
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POLICE DEPT. EXPENSES

10-51-5060	Police Chief	71,062	77,253	88,253	92,365
10-51-5065	Deputies	238,510	252,004	273,441	253,450
10-51-5068	Training	.00	753	.00	5,000
10-51-5600	Veh. Maint. - PW Crew	4,829	7,237	7,033	7,939
10-51-5651	Security Wages	6,640	1,751	1,539	5,700
10-51-5800	FICA	23,507	24,855	27,197	26,455
10-51-5810	Unemployment	922	975	1,067	1,037
10-51-5830	Workers' Comp	14,556	15,878	19,965	19,500
10-51-5840	Group Term Life Insurance	8,782	3,052	2,678	3,041
10-51-5850	Employee Health Insuranc	68,213	80,456	66,055	98,202
10-51-5855	Medical	690	230	170	.00
10-51-5870	Pension	8,251	8,833	8,674	10,137
10-51-6010	Telephone / Communicatio	3,320	4,705	6,901	10,060
10-51-6011	Dispatch Communications	36,282	40,881	40,343	54,410
10-51-6020	Utilities	606	619	694	760
10-51-6030	Insurance	13,463	14,354	23,434	23,058
10-51-7000	Contract Labor	718	1,392	10,952	8,000

Budget notes:

~2019 Additional costs with body cameras

10-51-7004	IT Contract Labor	.00	.00	.00	2,350
10-51-7060	Community Policing	2,691	2,479	2,309	4,000

Budget notes:

~2019 Oak Street calming and fair

10-51-7100	Supplies	4,973	3,395	2,393	7,200
10-51-7104	IT Supplies	.00	.00	.00	500
10-51-7180	Uniforms	4,157	2,970	2,567	2,640
10-51-7600	Vehicle Oil & Gas	5,966	7,107	10,025	8,250
10-51-7650	Vehicle R & M/Supplies	11,276	2,694	6,156	8,200
10-51-7654	Radio Maintenance	.00	646	440	1,000
10-51-7800	Dues & Subscriptions	3,940	4,139	4,018	4,500
10-51-7830	Office Supplies	.00	.00	1,471	1,325
10-51-7850	Arrest Costs	1,669	1,135	756	3,250

Budget notes:

~2019 Exams/Analysis

10-51-7855	Juvenile Div. Program	3,000	4,000	3,000	5,000
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Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
10-51-7856	Neighborhood Watch Progr	42	.00	.00	.00
10-51-7860	Training	4,875	4,212	7,143	13,500
10-51-7862	Hiring Cost	884	414	3,892	3,892
10-51-7870	Animal Control	910	.00	1,115	600
10-51-7880	Postage	31	102	8	150
10-51-7887	Shooting Range Maintenan	3,091	4,666	314	5,000
10-51-7900	Other Expenses	13,075	2,778	1,519	1,000
10-51-8100	Inventoried Equipment	6,908	5,234	4,409	4,800
10-51-8104	IT Inventoried Equipment	.00	.00	.00	2,400
Budget notes:					
~2019 Laptop for Chief & Win Lic					
10-51-8210	Capital Improvements	186	5,120	.00	.00
10-51-8402	IT Capital Expenditures	4,851	8,132	28	57,000
Budget notes:					
~2019 Spillman					
10-51-8420	Police Car	577	.00	82,140	45,000
Budget notes:					
~2019 1 Tahoe					
10-51-9540	Debt Service Principal	12,798	20,247	6,983	.00
10-51-9545	Debt Service Interest	863	1,268	869	.00
Total POLICE DEPT. EXPENSES:		587,113	615,964	719,952	800,671

FIRE DEPT. EXPENSES

10-52-5500	Fire Chief	6,203	4,423	3,654	6,000
10-52-5600	Veh. Maint. - PW Crew	2,253	3,377	3,282	3,705
10-52-5800	FICA	632	597	534	700
10-52-5810	Unemployment	25	24	21	30
10-52-5830	Workers' Comp	20,194	11,725	14,685	14,018
10-52-5840	Group Term Life Insurance	24	37	30	37
10-52-5850	Employee Health Insuranc	674	1,228	976	1,205
10-52-5855	Medical	300	300	308	.00
10-52-5870	Pension	10	51	95	59
10-52-6010	Telephone / Communicatio	1,362	899	1,184	1,500
10-52-6011	Dispatch Communications	1,081	1,954	1,111	3,000
10-52-6020	Utilities	3,436	3,144	3,640	3,500
10-52-6030	Insurance	10,080	10,881	17,192	17,000
10-52-6031	Insurance-Deductions	585	.00	.00	.00
10-52-7000	Contract Labor	98	168	3,000	.00
10-52-7100	Supplies	2,616	6,190	6,191	5,000
10-52-7400	Building Maintenance	347	.00	120	300
10-52-7600	Vehicle Oil & Gas	859	374	1,602	600
10-52-7650	Vehicle R & M/Supplies	585	1,655	5,999	5,000
10-52-7651	Equipment Maintenance	3,495	4,465	3,617	5,000
10-52-7800	Dues & Subscriptions	393	500	.00	250
10-52-7830	Office Supplies	5	38	.00	.00
10-52-7860	Training	10,257	6,854	6,382	8,000
10-52-7880	Postage	6	.00	.00	.00
10-52-7890	Social Activities	1,548	1,484	2,396	2,400
10-52-7891	July 4th Games	1,300	13,474	13,436	12,000
10-52-7892	Fireworks Expense	.00	.00	74	.00
10-52-7900	Other Expenses	2,342	9,820	165	150
10-52-7910	Pension Fund Contribution	18,000	18,000	18,000	18,000
10-52-8100	Inventoried Equipment	12,658	7,945	11,994	12,500
10-52-8402	IT Capital Expenditures	1,197	1,854	7	.00
10-52-9540	Debt Service Principal	26,291	27,053	27,838	28,645

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
10-52-9545	Debt Service Interest	8,697	7,935	7,151	6,344
	Total FIRE DEPT. EXPENSES:	137,554	146,450	154,685	154,943
PUBLIC WORKS DEPT. EXPENSES					
10-53-5100	PW Director	20,922	22,601	27,597	4,497
10-53-5110	PW Crew	148,868	125,464	131,071	82,865
10-53-5151	Reclassification to Capitaliz	4,298-	7,656-	4,921-	.00
10-53-5153	PW Improvements	4,298	7,656	4,921	.00
10-53-5600	Veh. Maint. - PW Crew	7,082	10,614	10,316	11,644
10-53-5800	FICA	13,705	12,105	12,931	7,574
10-53-5810	Unemployment	537	474	507	300
10-53-5830	Workers' Comp	5,245	6,291	7,907	4,850
10-53-5831	Flex Plan Costs	268	303	356	.00
10-53-5840	Group Term Life Insurance	1,701	1,906	1,936	1,100
10-53-5850	Employee Health Insuranc	53,611	61,997	51,950	23,998
10-53-5855	Medical	347	307	239	180
10-53-5870	Pension	4,346	4,534	3,719	2,970
10-53-6010	Telephone / Communicatio	3,514	3,674	4,629	3,196
10-53-6020	Utilities	2,327	1,761	2,202	3,000
10-53-6021	Trash Removal	.00	.00	10,331	18,000
10-53-6025	Street Lights	11,414	14,686	13,954	12,000
10-53-6030	Insurance	1,433	2,800	3,695	4,493
10-53-6031	Insurance-Deductions	1,000	.00	1,000	.00
10-53-6050	County Treasurer's Fees	1,587	1,492	1,588	1,600
10-53-7000	Contract Labor	15,593	7,111	8,815	17,300
Budget notes:					
~2019 Additional for storm drain cleaning					
10-53-7004	IT Contract Labor	.00	.00	.00	2,700
10-53-7104	IT Supplies	.00	.00	.00	250
10-53-7110	Street Patching	.00	.00	.00	5,000
Budget notes:					
~2019 Patch utility breaks if they occur					
10-53-7112	Bridge Material	.00	1,567	1,560	2,000
10-53-7120	Drainage Material	1,113	135	.00	.00
10-53-7130	Flume Materials	.00	.00	.00	2,500
10-53-7135	Sand	12,599	9,594	10,000	10,000
10-53-7140	St Supplies/Materials	14,241	10,932	8,495	20,000
Budget notes:					
~2019 Additional for road base					
10-53-7150	Dust Control - Contract	20,174	23,770	22,365	26,000
10-53-7185	Equipment Rental	11,672	.00	.00	5,000
10-53-7200	Maintenance & Repairs	4,091	10,151	191	5,000
10-53-7470	Tools	.00	.00	228	750
10-53-7600	Vehicle Oil & Gas	8,417	6,112	8,539	8,000
10-53-7650	Vehicle R & M/Supplies	20,905	9,749	12,279	30,000
10-53-7700	City Shop Expense	3,085	3,774	6,690	10,000
10-53-7720	Safety Expense	2,021	564	622	800
10-53-7800	Dues & Subscriptions	.00	.00	13	.00
10-53-7830	Office Supplies	.00	.00	403	500
10-53-7835	Copier/Printer Expense	.00	.00	261	500
10-53-7860	Training	327	.00	503	.00
10-53-7862	Hiring Cost	543	511	658	400
10-53-7870	Uniforms	1,213	1,146	1,200	1,200
10-53-7880	Postage	32	.00	.00	200
10-53-7900	Other	205	6,533	2,156	1,000

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
10-53-8100	Inventoried Equipment	4,040	977	2,567	.00
10-53-8104	IT Inventoried Equipment	.00	.00	596	400
10-53-8400	Capital Equipment	.00	9,285	.00	36,100
Budget notes:					
~2019 Sander or truck, traffic control devices, and VMS					
10-53-8402	IT Capital Expenditures	1,797	3,657	14	.00
10-53-8420	Vehicles	.00	.00	37,157	.00
10-53-9540	Debt Service Principal	34,636	35,954	38,767	12,289
10-53-9545	Debt Service Interest	4,928	3,614	3,666	1,271
10-53-9570	Flume Repair/Improvement	.00	.00	.00	30,000
Budget notes:					
~2019 Replace Flume Bridge decks					
10-53-9575	Drainage Improvement	296,634	24,424	49,009	18,000
Budget notes:					
~2019 Dredge River					
10-53-9580	Street Paving	.00	126,847	.00	.00
10-53-9590	Capitalized Wages	4,298	.00	4,921	.00
Total PUBLIC WORKS DEPT. EXPENSES:		740,471	567,415	507,602	429,427

COMMUNITY CENTER EXPENSES

10-54-5012	City Resources Director	13,044	13,962	15,521	7,946
10-54-5540	Custodian / PW maintenanc	25,729	26,158	28,137	21,616
10-54-5650	Event Coordinator	.00	20,728	23,934	23,708
10-54-5800	FICA	2,766	4,323	4,826	4,076
10-54-5810	Unemployment	108	169	189	160
10-54-5830	Workers' Comp	1,220	1,873	2,354	1,835
10-54-5840	Group Term Life Insurance	372	642	623	650
10-54-5850	Employee Health Insuranc	15,872	24,858	23,778	25,052
10-54-5870	Pension	1,146	1,822	2,020	1,600
10-54-6010	Telephone / Communicatio	1,194	2,284	2,244	2,140
10-54-6020	Utilities	5,935	6,152	7,016	7,912
10-54-6030	Insurance	2,274	2,331	3,400	3,899
10-54-6100	Advertising	.00	.00	.00	700
10-54-6720	Elevator	3,275	3,382	3,132	3,600
10-54-7000	Contract Labor	1,075	648	3,339	26,000
Budget notes:					
~2019 Additional \$25,000 for public/park restroom cleaning					
10-54-7004	IT Contract Labor	.00	.00	.00	500
10-54-7100	Supplies	3,926	3,491	5,599	5,300
10-54-7103	Laundry	.00	256	.00	350
10-54-7200	Maintenance & Repairs	3,947	558	2,962	5,000
Budget notes:					
~2019 \$1,000 - backflow prevention, \$4,000 - gen. maint.					
10-54-7830	Office Supplies	.00	.00	569	350
10-54-7900	Other Expenses	.00	140	140	.00
10-54-8100	Inventoried Equipment	333	6,640	1,657	3,400
Budget notes:					
~2019 \$800 - TV and stand, \$350 - additional microphones, \$1,000 - table & chair racks, \$1,250 - steam table replacement					
10-54-8250	Capital Improvements	.00	18,663	25,083	27,000
Budget notes:					
~2019 San Juan Room renovation					
10-54-8402	IT Capital Expenditures	1,239	2,066	3	.00

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
Total COMMUNITY CENTER EXPENSES:		83,455	141,146	156,525	172,794
OTHER PARKS EXPENSES					
10-55-5100	PW Director	6,974	7,534	9,199	4,497
10-55-5520	Gardeners/Maint Wages	31,604	22,959	34,297	35,000
10-55-5545	PW Maintenance Crew	32,615	32,019	33,391	28,995
10-55-5600	Veh. Maint. - PW Crew	3,863	5,789	5,627	6,352
10-55-5800	FICA	5,711	5,246	6,193	5,345
10-55-5810	Unemployment	224	206	243	210
10-55-5830	Workers' Comp	3,220	3,803	4,779	4,600
10-55-5840	Group Term Life Insurance	390	472	415	400
10-55-5850	Employee Health Insuranc	12,779	15,218	11,892	11,841
10-55-5855	Medical	.00	.00	42	.00
10-55-5870	Pension	1,059	1,243	999	1,200
10-55-6010	Telephone / Communicatio	1,593	2,030	1,015	2,340
10-55-6020	Utilities	5,970	4,981	6,577	5,401
10-55-6021	Trash Removal	1,051	971	.00	.00
10-55-6029	Sanitation	425	790	1,310	1,350
10-55-6030	Insurance	1,148	1,492	2,396	2,397
10-55-7000	Contract Labor	215	829	371	9,750
10-55-7004	IT Contract Labor	.00	.00	.00	150
10-55-7025	Legal Fees	.00	.00	.00	500
10-55-7100	Parks Maint Supplies	9,010	12,646	11,265	12,000
10-55-7101	Paper/Cleaning Supplies	4,539	4,415	5,094	6,000
10-55-7102	PARC Supplies	971	955	1,476	1,000
10-55-7104	IT Supplies	.00	.00	.00	250
10-55-7125	Fertilizer	223	.00	300	600
10-55-7150	Tree Maintenance	14,849	5,128	3,931	3,500
10-55-7160	Geothermal Expenses	1,996	3,407	1,815	3,250
10-55-7165	Parks Uniforms	838	1,241	1,173	1,200
10-55-7200	Maintenance & Repairs	4,022	4,500	8,597	10,000
Budget notes:					
~2019 Catching up on some deferred maintenance					
10-55-7201	Maint. & Repairs - MicroHy	7,184	708	386	105,600
Budget notes:					
~2019 \$104,600 - Box Canon Line Phase III					
10-55-7202	Maint. & Repairs - Dog Par	250	.00	707	300
10-55-7470	Tools	.00	.00	171	500
10-55-7600	Vehicle Oil & Gas	4,563	3,745	5,640	5,000
10-55-7650	Vehicle R & M/Supplies	2,791	2,173	720	2,000
10-55-7720	Safety Expense	.00	78	560	500
10-55-7830	Office Supplies	.00	.00	221	250
10-55-7835	Copier/Printer Expense	.00	.00	87	100
10-55-7860	Training	152	108	.00	250
10-55-7862	Hiring Cost	616	545	1,807	800
10-55-7870	Supplies	361	296	.00	250
10-55-7900	Other Expenses	100	180	10,483	1,200
10-55-8100	Inventoried Equipment	647	7,404	630	3,000
10-55-8250	Capital Improvements	.00	4,200	.00	.00
10-55-8400	Capital Equipment	.00	26,435	.00	.00
10-55-8402	IT Capital Expenditures	1,176	1,689	3	.00
10-55-9540	Debt Service Principal	.00	.00	1,920	2,001
10-55-9545	Debt Service Interest	.00	.00	213	133

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
Total OTHER PARKS EXPENSES:		163,126	185,433	175,947	280,012
SKI TOW EXPENSES					
10-56-5012	City Resources Director	1,956	2,094	2,328	2,384
10-56-5520	Ski Tow Wages	3,395	1,255	3,664	4,500
10-56-5540	PW Maintenance Crew	1,531	1,455	1,594	1,631
10-56-5800	FICA	524	366	581	652
10-56-5810	Unemployment	21	14	23	30
10-56-5830	Workers' Comp	538	508	638	610
10-56-5840	Group Term Life Insurance	31	38	34	35
10-56-5850	Employee Health Insuranc	892	1,008	883	988
10-56-5870	Pension	101	106	115	120
10-56-6020	Utilities	480	387	600	510
10-56-6029	Sanitation	366	459	437	450
10-56-6030	Insurance	60	100	160	161
10-56-6740	Inspections	1,248	1,297	2,113	2,300
10-56-7000	Contract Labor	16	267	.00	1,800
Budget notes:					
~2019 Installation of new rope					
10-56-7100	Supplies	307	8	322	500
10-56-7200	Maintenance & Repairs	1-	403	488	1,000
10-56-7900	Other Expenses	43	162	48	.00
10-56-8100	Inventoried Equipment	1,155	305	.00	4,000
Budget notes:					
~2019 New rope					
Total SKI TOW EXPENSES:		12,663	10,233	14,029	21,671
ICE RINK/ROTARY PARK EXPENSES					
10-57-5001	Ice Rink/Rotary Park Wage	.00	.00	.00	3,400
10-57-5540	PW Maintenance Crew	.00	.00	.00	1,631
10-57-5800	FICA	.00	.00	.00	395
10-57-5810	Unemployment	.00	.00	.00	20
10-57-5830	Workers' Comp	.00	.00	.00	275
10-57-5840	Group Term Life Insurance	.00	.00	.00	15
10-57-5850	Employee Health Insuranc	.00	.00	.00	535
10-57-5870	Pension	.00	.00	.00	160
10-57-6020	Utilities	.00	.00	.00	800
10-57-6029	Sanitation	.00	.00	.00	800
10-57-6030	Insurance	.00	.00	.00	674
10-57-7102	PARC Supplies	.00	.00	.00	250
10-57-7200	Maintenance & Repairs	.00	.00	.00	10,000
Budget notes:					
~2019 Ice Rink repairs from donated funds					
Total ICE RINK/ROTARY PARK EXPENSES:		.00	.00	.00	18,955
GENERAL FUND Revenue Total:		2,093,084	2,066,362	2,342,855	2,415,694
GENERAL FUND Expenditure Total:		2,168,353	2,151,086	2,308,880	2,413,437
Net Total GENERAL FUND:		75,269-	84,723-	33,974	2,257

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
WATER FUND					
CUSTOMER REVENUES					
20-40-4050	Water Charges- Customers	365,311	386,815	402,453	458,815
20-40-4051	Water Charges - Pool	14,136	14,874	18,500	20,728
20-40-4053	Water Charges - Box Cano	537	565	750	669
20-40-4057	Water Debt Surcharge	87,308	87,698	87,880	89,650
20-40-4058	Water Debt Surcharge -Def	13,630-	13,971-	13,492-	.00
20-40-4059	Water Debt Surcharge- Re	.00	.00	2,429	28,300
20-40-4060	Service Charge - Water	13,792	13,842	13,399	13,800
20-40-4061	Transfer Charge - Water	425	513	538	500
20-40-4062	Water Off/On Charge	660	320	420	600
Total CUSTOMER REVENUES:		468,540	490,656	512,876	613,062
GRANTS					
20-41-4180	Grant - CWCB	21,375	.00	.00	.00
Total GRANTS:		21,375	.00	.00	.00
OTHER REVENUES					
20-43-4300	Invest Fee-Water(25%)	1,875	3,750	17,000	4,312
20-43-4310	Other Revenue	150	.00	366	500
20-43-4340	Interest Income	283	260	307	.00
20-43-4350	Water Tap - Matl. & Labor	5,485	2,167	976	.00
20-43-4376	Utility-CI Fund Transfer	.00	.00	.00	25,300
20-43-4380	Pipe Thawing	1,470	70	.00	500
Total OTHER REVENUES:		9,263	6,247	18,649	30,612
WATER EXPENSES					
20-50-5002	City Administrator	21,283	16,724	23,252	29,072
20-50-5004	Finance & Admin. Director	17,124	15,593	20,413	19,105
20-50-5006	HR Manager	9,208	9,128	10,432	9,703
20-50-5008	Administrative Clerks	33,917	34,213	38,241	45,673
20-50-5010	Building Inspector	165	.00	3,195	9,920
20-50-5012	Community Development	9,276	6,612	.00	.00
20-50-5100	PW Director	22,033	22,601	29,018	35,978
20-50-5150	PW Crew	50,405	60,214	66,357	87,293
20-50-5153	Water Improvements	688	.00	.00	.00
20-50-5600	Veh. Maint. - PW Crew	7,415	10,614	10,316	11,645
20-50-5650	Event Coordinator	.00	942	1,096	1,078
20-50-5799	Reclassification to Capitaliz	688-	.00	.00	.00
20-50-5800	FICA	12,824	12,978	15,101	19,084
20-50-5810	Unemployment	503	509	592	750
20-50-5830	Workers' Comp	3,384	2,910	3,660	7,159
20-50-5840	Group Term Life Insurance	1,526	1,793	1,387	1,800
20-50-5850	Employee Health Insuranc	44,960	47,766	36,357	67,481
20-50-5855	Medical	302	307	281	180
20-50-5870	Pension	4,631	4,387	4,244	7,484
20-50-6010	Telephone / Communicatio	1,562	1,031	651	1,040
20-50-6020	Utilities	4,444	3,837	4,920	6,500
20-50-6030	Insurance	4,275	4,720	7,540	7,541
20-50-6150	Online Processing Fees	1,973	1,891	2,347	2,700
20-50-7000	Contract Labor	12,422	27,207	70,971	38,312

Budget notes:

~2019 Increase due to Community Plan update and water engineering

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
20-50-7004	IT Contract Labor	.00	.00	.00	350
20-50-7024	Permit Fees	1,159	740	757	1,000
20-50-7025	Legal Fees	3,710	3,279	13,123	12,000
20-50-7100	Dist.Syst.Supplies	11,552	21,948	21,529	20,000
20-50-7104	IT Supplies	.00	.00	.00	500
20-50-7110	Street Patching	1,646	1,523	.00	2,000
20-50-7185	Equipment Rental	1,863	4,141	.00	3,500
20-50-7200	Maintenance & Repairs	8,278	17,440	2,172	5,500
20-50-7400	Water Sample	1,348	2,527	3,895	6,500
20-50-7450	Chemicals	2,595	1,525	4,769	2,500
20-50-7460	Water Tank Maintenance	.00	282	3,552	5,000
20-50-7470	Tools	.00	.00	.00	3,500
Budget notes:					
~2019 Vivax Utility Locator					
20-50-7600	Vehicle Oil & Gas	9,195	6,542	9,239	8,000
20-50-7650	Vehicle R & M Supplies	13,856	6,403	2,371	6,000
20-50-7700	City Shop Expense	3,690	4,829	2,619	2,000
20-50-7720	Safety Expense	468	417	310	1,000
20-50-7800	Dues & Subscriptions	938	2,133	1,995	2,000
20-50-7830	Office Supplies	.00	.00	300	500
20-50-7835	Copier/Printer Expense	.00	.00	861	400
20-50-7850	Printing & Publications	50	21	75	500
20-50-7855	County GIS Shared Cost	725	.00	8,041	10,000
20-50-7860	Training	2,739	385	2,256	3,000
20-50-7862	Hiring Cost	386	573	431	250
20-50-7870	Uniforms	1,028	952	1,021	1,200
20-50-7880	Postage	.00	392	422	500
20-50-7900	Other Expenses	535	970	1,133	1,200
20-50-8100	Inventoried Equipment	8,101	4,538	1,387	6,000
Budget notes:					
~2019 Additional \$3,000 for traffic control devices					
20-50-8104	IT Inventoried Equipment	.00	.00	596	1,100
20-50-8250	Capital Improvements	516	28,278	5,878	.00
20-50-8251	Water Improvements Cap.	688	.00	.00	.00
20-50-8400	Capital Equipment	.00	10,780	.00	.00
20-50-8402	IT Capital Expenditures	1,239	2,263	7	.00
20-50-8403	Water Augmentation	24,505	36,376	143	.00
20-50-8571	New Hydrants	.00	4,837	3,470	8,000
20-50-9540	Debt Service Principal	4,511	4,511	15,866	44,504
Budget notes:					
~2019 Additional for GF payback					
20-50-9545	Debt Service Interest	1,032	1,032	2,175	1,538
20-50-9560	Bond Principal	61,619	64,109	66,699	68,707
20-50-9565	Bond Interest	12,107	9,618	7,028	5,020
Total WATER EXPENSES:		443,707	529,342	534,493	643,267
WATER FUND Revenue Total:		499,178	496,902	531,525	643,674
WATER FUND Expenditure Total:		443,707	529,342	534,493	643,267
Net Total WATER FUND:		55,471	32,439-	2,968-	407

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
SEWER FUND					
CUSTOMER REVENUE					
23-40-4050	Sewer Charges - Customer	428,589	454,521	480,427	644,028
23-40-4051	Sewer Charges - Pool	9,363	9,855	10,234	13,853
23-40-4053	Sewer Charges - Box Cano	712	749	770	850
23-40-4060	Service Charge - Sewer	13,819	13,851	14,493	13,820
23-40-4061	Transfer Charge - Sewer	438	513	563	500
Total CUSTOMER REVENUE:		452,920	479,489	506,486	673,051
GRANTS					
23-41-4180	Grant - CWCB	21,375	.00	.00	.00
23-41-4185	Grant - EIAF - CDPHE Co	.00	.00	23,477	.00
Total GRANTS:		21,375	.00	23,477	.00
OTHER REVENUES					
23-43-4300	Invest Fee-Sewer(25%)	1,875	3,750	16,875	5,175
23-43-4340	Interest Income	1,299	1,074	1,448	1,000
23-43-4350	Sewer Tap - Matl. & Labor	176	.00	.00	500
23-43-4998	Trf From Util.-CI	.00	.00	.00	12,000
Total OTHER REVENUES:		3,349	4,824	18,323	18,675
SEWER EXPENSES					
23-50-5002	City Administrator	21,283	16,724	23,252	32,302
23-50-5004	Finance & Admin. Director	17,124	15,593	20,413	19,105
23-50-5006	HR Manager	9,208	9,128	10,432	12,937
23-50-5008	Administrative Clerks	33,917	34,214	38,242	45,673
23-50-5010	Building Inspector	165	.00	3,195	9,920
23-50-5012	Community Development	6,184	4,408	.00	.00
23-50-5100	PW Director	22,033	22,601	29,018	44,972
23-50-5150	PW Crew	48,406	58,276	64,072	93,606
23-50-5600	Veh. Maint. - PW Crew	7,415	10,614	10,316	11,644
23-50-5650	Event Coordinator	.00	942	1,096	1,078
23-50-5800	FICA	12,643	12,663	14,924	20,750
23-50-5810	Unemployment Insurance	496	497	585	814
23-50-5830	Workers' Comp	3,166	2,090	2,627	7,845
23-50-5840	Group Term Life Insurance	1,481	1,496	1,369	1,744
23-50-5850	Employee Health Insuranc	43,542	46,955	35,742	75,604
23-50-5855	Medical	302	307	281	.00
23-50-5870	Pension	4,563	4,310	4,178	8,138
23-50-6010	Telephone / Communicatio	1,950	1,480	1,060	1,040
23-50-6020	Utilities	28,218	25,787	29,722	27,000
23-50-6030	Insurance	3,735	4,200	6,704	6,706
23-50-6150	Online Processiong Fees	1,891	1,891	2,347	2,700
23-50-7000	Contract Labor	13,829	15,375	30,775	43,312
23-50-7004	IT Contract Labor	.00	.00	.00	350
23-50-7010	Engineering	2,993	19,339	30,382	75,000
23-50-7023	Professional Svcs	7,810	4,511	2,316	3,000
23-50-7025	Legal Fees	500	.00	10,900	12,000
23-50-7075	Discharge Permit Fees	1,305	.00	7,624	2,000
23-50-7100	Supplies-WWTP	6,578	5,828	9,686	8,000
23-50-7101	Supplies-Distribution Lines	2,315	2,647	151	3,000
23-50-7104	IT Supplies	.00	.00	.00	500

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
23-50-7110	Street Patching	.00	.00	.00	1,000
23-50-7185	Equipment Rental	.00	.00	179	2,500
23-50-7200	Maintenance & Repairs	52,336	43,528	51,314	25,000
23-50-7250	Chemicals	2,832	9,191	9,132	10,000
Budget notes:					
~2019 Expected increase in Chlorine					
23-50-7276	Lab Tests	7,687	4,734	7,727	8,000
23-50-7470	Tools	.00	.00	.00	500
23-50-7600	Vehicle Oil & Gas	4,460	4,252	4,200	5,000
23-50-7650	Vehicle R & M	12,348	3,791	.00	12,000
Budget notes:					
~2019 Additional truck maintenance					
23-50-7700	City Shop Expense	3,881	3,616	4,843	5,000
23-50-7720	Safety Expense	1,421	744	946	2,000
23-50-7800	Dues & Subscriptions	663	138	.00	1,000
23-50-7830	Office Supplies	.00	.00	279	500
23-50-7835	Copier/Printer Expense	.00	.00	861	400
23-50-7855	County GIS Shared Cost	725	.00	8,041	10,000
23-50-7860	Training	898	365	2,647	3,000
23-50-7862	Hiring Cost	386	524	409	250
23-50-7870	Uniforms	883	1,195	1,200	1,200
23-50-7880	Postage	.00	4	636	400
23-50-7900	Other Expenses	1,305	2,165	2,667	1,200
23-50-8100	Inventoried Equipment	4,930	1,394	815	6,000
Budget notes:					
~2019 Additional \$3,000 for traffic control devices					
23-50-8104	IT Inventoried Equipment	.00	.00	596	1,100
23-50-8250	Capital Improvements	22,300	5,800	16,502	.00
23-50-8400	Capital Equipment	1,984	20,749	.00	.00
23-50-8402	IT Capital Expenditures	1,239	2,263	7	.00
23-50-8520	Lines	.00	.00	.00	4,000
23-50-8570	Lift Station	.00	6,163	.00	2,000
Budget notes:					
~2019 Cleaning & preventative maint.					
23-50-9540	Debt Service Principal	4,511	4,511	15,866	16,504
23-50-9545	Debt Service Interest	1,032	1,032	2,175	1,538
Total SEWER EXPENSES:		428,869	438,036	522,449	690,832
SEWER FUND Revenue Total:		477,644	484,312	548,287	691,726
SEWER FUND Expenditure Total:		428,869	438,036	522,449	690,832
Net Total SEWER FUND:		48,775	46,277	25,838	894

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
REFUSE/RECYCLE FUND					
REFUSE REVENUE					
25-40-4040	Refuse Charges	126,256	128,010	139,158	147,048
25-40-4060	Service Charge - Ref/Rec	.00	.00	866	.00
Total REFUSE REVENUE:		126,256	128,010	140,023	147,048
RECYCLE REVENUE					
25-41-4040	Recycling Charges	20,545	20,821	24,891	53,816
Total RECYCLE REVENUE:		20,545	20,821	24,891	53,816
REFUSE EXPENSES					
25-50-7000	Contract Hauling	125,092	129,305	133,675	119,412
25-50-7010	Spring Cleaning	.00	.00	9,868	.00
25-50-7020	Transfer to GF - Admin. Fe	4,000	4,000	4,200	6,400
Total REFUSE EXPENSES:		129,092	133,305	147,743	125,812
RECYCLE EXPENSES					
25-51-7000	Contract Hauling	22,286	19,296	23,745	67,170
25-51-7020	Transfer to GF - Admin. Fe	1,000	1,000	1,014	3,600
Total RECYCLE EXPENSES:		23,286	20,296	24,759	70,770
REFUSE/RECYCLE FUND Revenue Total:		146,801	148,830	164,914	200,864
REFUSE/RECYCLE FUND Expenditure Total:		152,378	153,600	172,502	196,582
Net Total REFUSE/RECYCLE FUND:		5,578-	4,770-	7,589-	4,282

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
UTILITY - CI FUND					
WATER REVENUES					
28-40-4300	Invest Fee-Water(75%)	5,625	11,250	51,000	12,937
28-40-4320	Water Meter Install - Month	.00	.00	8,448	106,314
28-40-4340	Interest Water	509	411	654	300
Total WATER REVENUES:		6,134	11,661	60,102	119,551
SEWER REVENUES					
28-41-4300	Invest Fee-Sewer(75%)	5,625	11,250	50,625	15,525
28-41-4330	WWTP CIP Replace/Updat	.00	.00	17,287	212,220
Total SEWER REVENUES:		5,625	11,250	67,912	227,745
UTILITY-CI WATER EXPENSES					
28-50-8510	Water Lines	.00	.00	.00	106,314
Total UTILITY-CI WATER EXPENSES:		.00	.00	.00	106,314
UTILITY-CI SEWER EXPENSES					
28-51-8580	Sewer Lines	.00	.00	.00	60,000
Total UTILITY-CI SEWER EXPENSES:		.00	.00	.00	60,000
UTILITY - CI FUND Revenue Total:		11,759	22,911	128,014	347,296
UTILITY - CI FUND Expenditure Total:		.00	.00	.00	166,314
Net Total UTILITY - CI FUND:		11,759	22,911	128,014	180,982

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
CAPITAL IMPROVEMENTS FUND					
CAPITAL IMPROVEMENT REVENUES					
30-40-4030	Sales Tax 1%	306,716	349,820	380,488	390,000
Total CAPITAL IMPROVEMENT REVENUES:		306,716	349,820	380,488	390,000
CAPITAL IMPROVEMENT EXPENSES					
30-50-8250	Capital Improvements	76,905	95,069	227,308	320,950
Total CAPITAL IMPROVEMENT EXPENSES:		76,905	95,069	227,308	320,950
CAPITAL IMPROVEMENTS FUND Revenue Total:		306,716	349,820	380,488	390,000
CAPITAL IMPROVEMENTS FUND Expenditure Total:		76,905	95,069	227,308	320,950
Net Total CAPITAL IMPROVEMENTS FUND:		229,811	254,752	153,181	69,050

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
PARKS FUND					
POOL REVENUES					
50-40-4030	Swim. Pool Admissions	1,164,058	1,451,743	1,888,840	2,100,000
50-40-4031	Over/Short	46-	549-	347	.00
50-40-4033	Membership Pass Revenue	.00	.00	47,128	.00
50-40-4034	Facility Rental Revenue	.00	.00	610	2,600
50-40-4035	Slide Admissions	.00	20,975	40,967	42,196
50-40-4040	Locker and Misc. Rentals	45,049	41,973	58,577	60,745
50-40-4045	Sales-Pool Merchandise	496	578	814	1,048
50-40-4047	Swim Team	2,589	.00	350	.00
50-40-4048	Swim Lessons	5,320	4,130	5,580	5,920
50-40-4050	Grants/Donations	118,241	22,636	.00	.00
50-40-4052	Massage Rent	1,803	.00	1,750	3,000
50-40-4053	Swim Shop Rent	750	1,800	2,700	3,555
50-40-4300	Lifeguard and Other Class	.00	110	110	.00
50-40-4320	Vending Machine Revenue	410	279	332	400
50-40-4340	Interest Income	1,658	1,471	1,934	1,500
Total POOL REVENUES:		1,340,328	1,545,147	2,050,038	2,220,964
BOX CANON REVENUES					
50-41-4010	Box Canon Admissions	202,536	219,159	258,267	265,000
50-41-4015	BC Donations	2,078	1,515	951	800
50-41-4020	Concessions	26,074	28,323	27,000	27,675
50-41-4031	Over/Short	168	79	40	.00
50-41-4320	Vending Machine Revenue	.00	.00	103	.00
Total BOX CANON REVENUES:		230,857	249,076	286,361	293,475
ROTARY PARK / ICE RINK REV.					
50-42-4003	PARC League Fees	215	75	600	.00
50-42-4004	Ice Rink Donations	211	.00	.00	.00
50-42-4005	Skate Rentals	530	1,179	170	.00
50-42-4204	Ice Rink Donations - Deferr	426-	.00	.00	.00
50-42-4390	Trsfr.from Beautification Fu	.00	8,124	.00	.00
Total ROTARY PARK / ICE RINK REV.:		530	9,378	770	.00
GYM REVENUES					
50-43-4010	Gym Admissions	23,377	25,066	32,929	32,000
Total GYM REVENUES:		23,377	25,066	32,929	32,000
Ice Park Revenues					
50-47-4047	Ice Park Guide Donations	.00	7,401	.00	.00
Total Ice Park Revenues:		.00	7,401	.00	.00
POOL EXPENSES					
50-50-5012	City Resources Director	30,562	31,415	43,807	45,293
50-50-5520	Cashiers	60,282	80,297	101,307	105,441
50-50-5524	Pool Manager	53,110	57,324	68,857	71,491
50-50-5525	Pool Assistant Manager	.00	37,128	53,559	52,289
50-50-5532	Aquatics Coordinators	37,615	31,131	27,708	35,982
50-50-5533	Lead Lifeguards	58,368	50,242	101,371	100,859

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
50-50-5534	Part-Time Lifeguards	120,341	181,249	201,145	264,710
50-50-5536	Swim Lesson Wage	4,581	3,051	4,985	6,844
50-50-5540	Pool Cleaning Wage	39,524	38,685	50,161	54,167
50-50-5545	Pool Gen.M.Wage	29,546	31,429	36,941	35,640
50-50-5550	Pool Filtration	29,546	31,429	38,462	35,640
50-50-5590	Temporary Projects	11,723	.00	.00	.00
50-50-5599	Reclassification to Capitaliz	11,723-	.00	.00	.00
50-50-5800	FICA	35,138	43,482	55,469	61,839
50-50-5810	Unemployment	1,292	1,613	2,063	2,425
50-50-5830	Workers' Comp	20,223	19,699	24,758	42,986
50-50-5831	Flex Plan Costs	268	303	356	.00
50-50-5840	Group Term Life Insurance	1,571	2,191	2,000	1,951
50-50-5850	Employee Health Insuranc	39,233	45,802	50,228	74,500
50-50-5855	Medical	766	897	1,784	900
50-50-5870	Pension	3,898	4,936	6,045	8,000
50-50-6010	Telephone / Commuication	3,770	4,455	3,970	3,794
50-50-6020	Utilities	19,017	40,733	66,217	65,000
50-50-6024	Water Charge	16,296	17,034	20,660	20,728
50-50-6026	Sewer Charge	9,381	9,873	10,252	13,853
50-50-6030	Insurance	8,468	11,524	6,168	8,000
50-50-6031	Insurance-Deductions	1,000	.00	.00	.00
50-50-6100	Advertising	7,883	6,389	4,925	13,000
50-50-6101	Promotion	8,871	8,345	6,009	5,000
50-50-6150	Bankcard Charge-VISA/M	26,316	35,142	53,742	35,000
50-50-6740	Inspections	.00	.00	.00	2,100
50-50-7000	Contract Labor	3,336	12,626	111,129	40,000
Budget notes:					
~2019 JVA, Browns Hill, Mark Garcia					
50-50-7004	IT Contract Labor	.00	.00	.00	8,300
50-50-7100	Supplies	18,528	19,515	18,168	23,000
50-50-7104	IT Supplies	.00	.00	.00	1,000
50-50-7120	Uniforms	3,454	3,861	4,655	5,500
50-50-7170	Swim Team	2,589	.00	350	2,000
50-50-7200	Facilities Maint/Supply	10,256	14,027	24,926	54,000
Budget notes:					
~2019 Additional due to electrical upgrades and parking lot signage					
50-50-7201	Swim Lessons Supplies	103	360	549	2,000
50-50-7202	Special Events Supplies	1,196	432	2,342	4,000
50-50-7204	Daily Cleaning Supplies	4,837	6,744	6,948	7,500
50-50-7400	Water Sample	1,733	3,375	47,916	42,000
Budget notes:					
~2019 \$22,488 - ORC, \$13,500 - Water Testing					
50-50-7450	Chemicals	70,187	70,649	118,244	130,000
50-50-7475	Fees	1,480	1,505	3,360	2,000
50-50-7500	Filtration Maintenance	4,730	4,328	16,035	22,000
50-50-7720	Safety/First Aid Supplies	791	2,142	5,819	7,200
50-50-7800	Purchases-Pool Merchandi	.00	.00	300	3,000
50-50-7830	Office Supplies	.00	.00	1,501	2,500
50-50-7835	Copier/Printer Expense	.00	.00	865	600
50-50-7860	Training	6,614	3,867	7,581	9,000
Budget notes:					
~2019 Aquatics certs, WSIT cert, CPRA conference					
50-50-7862	Hiring Cost	3,079	3,558	6,686	5,500
50-50-7879	Mileage	.00	.00	32	6,000
Budget notes:					
~2019 Water sample transportation					

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
50-50-7880	Postage	.00	15	13	100
50-50-7900	Other Expenses	132	454	1,341	500
50-50-8100	Inventoried Equipment	13,908	158,146	24,244-	40,000
50-50-8104	IT Inventoried Equipment	.00	.00	199	9,000
Budget notes:					
~2019 \$2,200 - membership pc, \$6,000 - tablets, & \$800 - Windows Lic					
50-50-8250	Capital Improvements	333,862	1,509	.00	.00
50-50-8251	Capitalized Wages	11,723	.00	.00	.00
50-50-8270	Filtration Engineering	.00	.00	3,504	.00
50-50-8275	Filtration Equipment	.00	.00	18,409	22,000
50-50-8400	Capital Equipment	.00	131	.00	.00
50-50-8402	IT Capital Expenditures	2,833	5,476	27	5,500
50-50-9540	Debt Service Principal	.00	.00	75,000	75,000
50-50-9545	Debt Service Interest	.00	51,300	114,000	111,000
50-50-9560	Debt Service - Bond Princi	.00	.00	162,500	150,000
50-50-9565	Debt Service - Bond Intere	.00	233,663	195,376	192,625
Total POOL EXPENSES:		1,162,235	1,423,481	1,966,479	2,150,257

BOX CANON EXPENSES

50-51-5012	City Resources Director	13,583	13,962	19,512	15,893
50-51-5520	Cashiers	24,300	28,481	32,604	47,000
50-51-5540	Custodian	5,096	5,150	5,543	5,896
50-51-5650	Event Coordinator	.00	3,769	4,386	4,311
50-51-5800	FICA	3,226	3,845	4,616	5,592
50-51-5810	Unemployment	126	151	181	220
50-51-5830	Workers' Comp	333	306	385	450
50-51-5840	Group Term Life Insurance	181	244	228	200
50-51-5850	Employee Health Insuranc	5,759	7,718	7,132	7,985
50-51-5870	Pension	392	531	701	783
50-51-6010	Telephone / Communicatio	534	550	.00	70
50-51-6020	Utilities	1,699	1,489	1,713	2,500
50-51-6024	Water Charge	677	705	890	669
50-51-6026	Sewer Charge	730	767	788	850
50-51-6030	Insurance	540	680	1,092	1,090
50-51-6100	Advertising	498	946	565	1,000
50-51-6150	Bankcard Charge-VISA/M	2,810	3,219	4,193	4,699
50-51-6800	Concessions	15,900	14,206	15,722	15,000
50-51-7000	Contract Labor	21	385	2,855	12,250

Budget notes:

~2019 Electrician, exterior light, contract tree removal, Inc. restroom cleaning

50-51-7004	IT Contract Labor	.00	.00	.00	500
50-51-7100	Supplies	4,101	3,923	3,071	4,700
50-51-7150	Facility Maintenance	1,885	1,060	370	70,000

Budget notes:

~2019 Box Canon Improvement Plan - stair case maintenance, retaining wall, Native Plant Loop accessibility, fence repair, revegetation

50-51-7155	Maintenance Supplies	.00	.00	42	1,000
50-51-7830	Office Supplies	.00	.00	787	.00
50-51-7835	Copier/Printer Expense	.00	.00	803	.00
50-51-7862	Hiring Cost	.00	.00	182	.00
50-51-7900	Other Expenses	876	989	630	1,000
50-51-8100	Inventoried Equipment	.00	664	105	.00
50-51-8400	Capital Equipment	430	.00	.00	.00
50-51-8402	IT Capital Expenditures	630	1,098	3	.00

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
Total BOX CANON EXPENSES:		84,329	94,839	109,098	203,658
ROTARY / ICE RINK EXPENSES					
50-52-5520	Ice Rink	2,261	2,030	1,976	.00
50-52-5540	PW Maintenance Crew	1,499	1,455	1,715	.00
50-52-5800	FICA	287	266	283	.00
50-52-5810	Unemployment	11	10	11	.00
50-52-5830	Workers' Comp	214	209	263	.00
50-52-5840	Group Term Life Insurance	12	16	14	.00
50-52-5850	Employee Health Insuranc	466	526	461	.00
50-52-5870	Pension	194	197	214	.00
50-52-6020	Utilities	383	680	499	.00
50-52-6029	Sanitation	528	554	767	.00
50-52-6030	Insurance	272	420	676	.00
50-52-7000	Contract Labor	340	340	.00	.00
50-52-7100	Supplies	564	3,153	.00	.00
50-52-7102	PARC Supplies	.00	177	188	.00
50-52-7200	Maintenance & Repairs	962	13,037	335	.00
50-52-7900	Other Expenses	.00	.00	101	.00
Total ROTARY / ICE RINK EXPENSES:		7,992	23,070	7,503	.00
GYM EXPENSES					
50-53-6020	Utilities	1,260	1,025	1,475	1,500
50-53-6030	Insurance	60	100	160	200
50-53-6100	Advertising	168	.00	.00	300
50-53-7000	Contract Labor	.00	.00	.00	1,000
50-53-7100	Supplies	773	988	528	1,200
50-53-7150	Maintenance	2,183	1,811	274	2,500
50-53-8100	Inventoried Equipment	8,212	9,573	1,120	8,000
Total GYM EXPENSES:		12,656	13,497	3,556	14,700
ADMINISTRATION EXPENSES					
50-57-5002	City Administrator	21,283	16,724	23,252	37,685
50-57-5004	Finance & Admin. Director	17,124	15,593	20,413	19,105
50-57-5006	HR Manager	30,694	30,427	34,773	32,343
50-57-5008	Administrative Clerks	33,917	34,213	38,241	30,449
50-57-5012	Community Development	9,276	6,612	.00	.00
50-57-5800	FICA	8,299	7,501	8,410	9,478
50-57-5810	Unemployment	326	294	330	372
50-57-5830	Workers' Comp	111	93	116	261
50-57-5840	Group Term Life Insurance	1,044	1,029	946	1,150
50-57-5850	Employee Health Insuranc	27,360	26,094	22,247	30,626
50-57-5870	Pension	3,194	2,419	2,997	3,717
50-57-7000	Contract Labor	18,085	7,828	21,548	10,000
50-57-7025	Legal fees	1,250	150	.00	1,500
50-57-7990	Transfer to General Fund	98,517	.00	.00	.00
Total ADMINISTRATION EXPENSES:		270,479	148,977	173,275	176,686
PARKS FUND Revenue Total:		1,595,091	1,836,069	2,370,097	2,546,439
PARKS FUND Expenditure Total:		1,537,691	1,703,864	2,259,912	2,545,301

		2016-16	2017-17	2018-18	2019-19
Account Number	Account Title	Pri Year 3 Actual	Pri Year 2 Actual	Pri Year Actual	Cur Year Budget
Net Total PARKS FUND:		57,400	132,205	110,185	1,138

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
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POOL RENOVATION FUND**PROJECT REVENUES**

55-40-4050	Grants/Donations	.00	2,000,000	375,281	.00
55-40-4055	Pool Project Donations	.00	8,654	.00	.00
55-40-4340	Interest Income	12,624	8,536	.00	.00
55-40-4400	Miscellaneous Income	.00	652,294	.00	.00
Total PROJECT REVENUES:		12,624	2,669,484	375,281	.00

PROJECT EXPENDITURES

55-50-8250	Capital Improvements	.00	8,534,634	102,557	350,000
Budget notes:					
~2019 Deck Heating & Filtration Room - This money will come the Fund Balance of over \$500,000					
55-50-8500	Bond Issuance Costs	.00	77,672	.00	.00
Total PROJECT EXPENDITURES:		.00	8,612,306	102,557	350,000

POOL RENOVATION FUND Revenue Total:

12,624	2,669,484	375,281	.00
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POOL RENOVATION FUND Expenditure Total:

.00	8,612,306	102,557	350,000
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Net Total POOL RENOVATION FUND:

12,624	5,942,822-	272,724	350,000-
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Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
TOURISM FUND					
TAXES					
60-40-4000	Lodging Occupation Tax	230,591	231,828	246,260	246,260
Total TAXES:		230,591	231,828	246,260	246,260
TOURISM EXPENSES					
60-50-7700	OCRA Payments	200,000	244,167	210,833	230,000
60-50-7701	Promotional Activities	5,000	10,000	8,000	14,000
Total TOURISM EXPENSES:		205,000	254,167	218,833	244,000
TOURISM FUND Revenue Total:		230,591	231,828	246,260	246,260
TOURISM FUND Expenditure Total:		205,000	254,167	218,833	244,000
Net Total TOURISM FUND:		25,591	22,339-	27,427	2,260

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
BEAUTIFICATION FUND					
TAXES & INTEREST					
65-40-4000	Lodging Occupation Tax B	31,549	31,720	33,696	37,185
65-40-4340	Interest Income	317	235	310	148
Total TAXES & INTEREST:		31,866	31,955	34,006	37,333
GRANTS/DONATIONS					
65-41-4100	Grants	.00	1,054	.00	.00
65-41-4344	Misc. Donations	.00	2,400	1,260	.00
65-41-4346	Flower Pot Donations	5,822	6,345	3,895	3,550
Total GRANTS/DONATIONS:		5,822	9,799	5,156	3,550
BEAUTIFICATION EXPENSES					
65-50-7700	General Expenses	3,209	11	552	.00
65-50-7720	Christmas Decorations	.00	289	766	3,500
65-50-7740	Planters and Flowers	6,762	11,325	6,878	7,000
65-50-7790	Transfer to General Fund	23,863	15,361	54,289	29,750
Budget notes:					
~2019 \$250 - Printing & Materials, \$2,000 - Rotary Park Continued Improvements, \$20,000 for Main Street Flower Maintenance, \$1,500 - Beaver Fencing,					
\$5,000 - Street Light Maintenance, \$1,000 - Misc Supplies					
65-50-7791	Transfer to Parks Fund	.00	8,124	.00	.00
65-50-8100	Inventoried Equipment	7,185	.00	.00	.00
Total BEAUTIFICATION EXPENSES:		41,019	35,111	62,485	40,250
BEAUTIFICATION FUND Revenue Total:		37,688	41,754	39,162	40,883
BEAUTIFICATION FUND Expenditure Total:		41,019	35,111	62,485	40,250
Net Total BEAUTIFICATION FUND:		3,331-	6,644	23,323-	633

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
CONSERVATION TRUST FUND					
STATE REVENUE & INTEREST					
70-40-4100	State Entitlement	11,228	9,841	10,348	6,500
70-40-4340	Interest Income	305	267	344	250
Total STATE REVENUE & INTEREST:		11,532	10,108	10,692	6,750
CONSERVATION TRUST FUND Revenue Total:		11,532	10,108	10,692	6,750
CONSERVATION TRUST FUND Expenditure Total:		.00	.00	.00	.00
Net Total CONSERVATION TRUST FUND:		11,532	10,108	10,692	6,750

Account Number	Account Title	2016-16 Pri Year 3 Actual	2017-17 Pri Year 2 Actual	2018-18 Pri Year Actual	2019-19 Cur Year Budget
FIREMEN'S PENSION FUND					
CONTRIBUTIONS & EARNINGS					
80-40-4030	Contributions	33,190	33,852	33,756	34,552
80-40-4040	Investment Income	30,500	82,721	5,643-	8,000
Total CONTRIBUTIONS & EARNINGS:		63,690	116,573	28,113	42,552
FIREMEN'S PENSION EXPENSES					
80-50-6000	Fees	5,421	17,594	16,446	9,000
80-50-6010	Benefits	21,168	28,305	23,094	29,000
Total FIREMEN'S PENSION EXPENSES:		26,589	45,899	39,540	38,000
FIREMEN'S PENSION FUND Revenue Total:		63,690	116,573	28,113	42,552
FIREMEN'S PENSION FUND Expenditure Total:		26,589	45,899	39,540	38,000
Net Total FIREMEN'S PENSION FUND:		37,100	70,673	11,427-	4,552
Net Grand Totals:		405,885	5,543,524-	716,729	76,795-

Report Criteria:

Accounts to include: With balances
 Budget note year end periods: 12/19
 Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks

2019 ESTIMATED FUND BALANCE SUMMARY

	GOVERNMENT FUNDS					ENTERPRISE FUNDS						TOTAL CITY HELD FUNDS		FIRE PENSION
	GENERAL	CONSERV.TRUST	TOURISM	CAP. IMPROV.	BEAUTIFICATION	WATER	SEWER	UTILITIES-CI	REFUSE	POOL RENOVATION	PARKS			
2018 UNAUDITED @ 12/31														
BEGINNING FUND BAL	469,252	120,769	30,826	484,561	107,421	79,668	478,313	198,069	20,558	265,927	690,061	2,945,425		600,694
ADD: REVENUES	2,342,855	10,692	246,260	380,488	39,162	531,525	548,287	128,014	164,914	375,281	2,370,097	7,137,575		28,113
LESS: EXPENDITURES	2,309,149	-	218,833	227,308	62,485	534,493	522,555	-	172,502	102,557	2,259,912	6,409,794		39,540
ENDING FUND BALANCE	502,958	131,461	58,253	637,741	84,098	76,700	504,045	326,083	12,970	538,651	800,246	3,673,206		589,267
2019 ESTIMATED @ 12/31														
BEGINNING FUND BAL	502,958	131,461	58,253	637,741	84,098	76,700	504,045	326,083	12,970	538,651	800,246	3,673,206		589,267
ADD: REVENUES	2,415,694	6,750	246,260	390,000	40,883	643,674	691,726	347,296	200,864	-	2,546,439	7,529,586		42,552
LESS: EXPENDITURES	2,413,437	-	244,000	320,950	40,250	643,267	690,832	166,314	196,582	350,000	2,545,301	7,610,933		38,000
ENDING FUND BALANCE	505,215	138,211	60,513	706,791	84,731	77,107	504,939	507,065	17,252	188,651	801,384	3,591,859		593,819
Restricted Fund Balance:														
Council Reserves	-	-	-	(239,030)	-	(86,657)	-	-	-	-	-	(325,687)		
Cumulative flume tax @ 12/31	(291,253)											(291,253)		
	213,962	138,211	60,513	467,761	84,731	(9,550)	504,939	507,065	17,252	188,651	801,384	2,974,919		

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

Colorado Liquor Retail License Application

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• 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 type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input checked="" 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 <i>Ouray Wing Co.</i>			FEIN Number <i>82-5214401</i>
2a. Trade Name of Establishment (DBA) <i>Ouray Wing Co.</i>		State Sales Tax Number <i>38955087</i>	Business Telephone <i>(970) 293-7800</i>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <i>630 main street</i>			
City <i>Ouray</i>	County <i>Ouray County</i>	State <i>CO</i>	ZIP Code <i>81427</i>
4. Mailing Address (Number and Street) <i>PO BOX 766</i>		City or Town <i>Ouray</i>	State <i>CO</i>
5. Email Address <i>info@ouraywingco.com</i>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License Number	Present Class of License
Present Expiration Date			

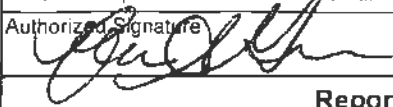
Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input checked="" type="checkbox"/> Application Fee for New License \$550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$650.00 <input type="checkbox"/> Application Fee for Transfer \$550.00	<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
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"/> 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 <input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00	<input type="checkbox"/> Master File Location Fee \$25.00 X Total _____ <input type="checkbox"/> Master File Background \$250.00 X Total _____ <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

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

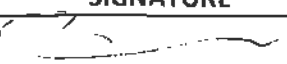
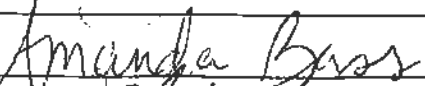
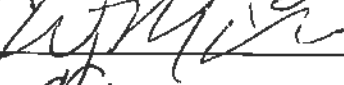

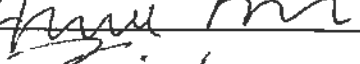





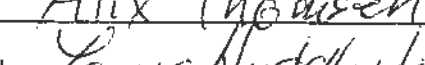
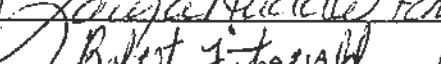

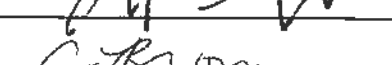
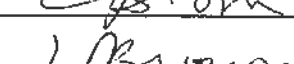



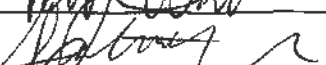
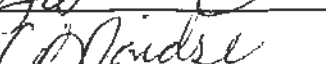
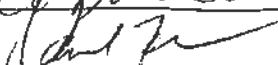
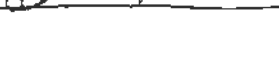
Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name <u>Quay Wing Co.</u>	Type of License <u>Restaurant</u>	Account Number			
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"/>					
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): <div style="display: flex; justify-content: space-between;"> <div> (a) Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> </div> <div style="text-align: right;"> <input type="checkbox"/> <input checked="" type="checkbox"/> </div> </div>					
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
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"/>					
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? <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> <input checked="" type="checkbox"/></div> <div>or</div> <div> Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____ </div> </div>					
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"/>					
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"/>					
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input checked="" type="checkbox"/>					
13b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/>					
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 current financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/>					
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ </div> <div style="text-align: right;"> <input checked="" type="checkbox"/> <input type="checkbox"/> </div> </div>					
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Landlord <u>Quay Property management</u></td> <td style="width: 40%;">Tenant <u>Quay Wing Co.</u></td> <td style="width: 20%;">Expires <u>July 30 2021</u></td> </tr> </table>			Landlord <u>Quay Property management</u>	Tenant <u>Quay Wing Co.</u>	Expires <u>July 30 2021</u>
Landlord <u>Quay Property management</u>	Tenant <u>Quay Wing Co.</u>	Expires <u>July 30 2021</u>			
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"/>					
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".					
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.					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
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.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: <div style="display: flex; justify-content: space-between;"> <div> Has a local ordinance or resolution authorizing optional premises been adopted? </div> <div style="text-align: right;"> <input type="checkbox"/> <input checked="" type="checkbox"/> </div> </div>					
Number of additional Optional Premise areas requested. (See license fee chart)					
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following: <div style="display: flex; justify-content: space-between;"> <div> (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? </div> <div style="text-align: right;"> <input type="checkbox"/> <input checked="" type="checkbox"/> </div> </div>					
If "yes" a copy of license must be attached.					
19. 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? <input type="checkbox"/> <input checked="" type="checkbox"/>					
(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"/>					
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: <div style="display: flex; justify-content: space-between;"> <div> (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) </div> <div style="text-align: right;"> <input type="checkbox"/> <input checked="" type="checkbox"/> </div> </div>					

Name <u>Orray Wing Co.</u>		Type of License <u>Hotel & Restaurant</u>	Account Number	
21. 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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
22. 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 a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager <u>Green</u>		First Name of Manager <u>David</u>		
23. 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"/>				
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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		
25. Tax Distraint Information Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide an explanation and include copies of any payment agreements				
26. 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 <u>David Green</u>	Home Address, City & State	DOB	Position	%Owned
Name <u>Cadence Green</u>	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 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 <u>Cadence Green</u>		Type of License <u>Hotel & Restaurant</u>	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 <u>Orray Wing Co. VP</u>		Date <u>04-04-19</u>
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority <u>4/4/2019</u>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <u>5/6/2019</u>		

I, the undersigned, as a resident of the City of Ouray, do hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Ouray Wing Co., 630 Main Street, owned by Ouray Wing Co. As grounds for my support, I state that as a resident of Ouray I desire to have the sales of alcohol available at this location. I understand that this business would be required to comply with all Colorado State Liquor License Regulations. I further state that it is my belief that the reasonable needs and desires of the residents of the City of Ouray would be met by licensing the sales of alcohol at 630 Main Street, Ouray.

NAME	SIGNATURE
Elias Chavez	
Amanda Bass	
WILLIAM MILLER	
Anthony Wells	
Joanne Najden	
Toni Leskela	
STEPHEN MILLER	
Thad Sommer	
Mike Leters	
Kate Risher	
Alix Thorsen	
Louisa Middleton	
Robert Fitzgerald	
Rob Savoy	
Candi Brown	
Lou Brown	
Spencer Graham	
Steve Johnson	
John Wark	
Samantha Per	
CJ Davidson	
Dan Heitz	

I, the undersigned, as a resident of the City of Ouray, do hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Ouray Wing Co., 630 Main Street, owned by Ouray Wing Co. As grounds for my support, I state that as a resident of Ouray I desire to have the sales of alcohol available at this location. I understand that this business would be required to comply with all Colorado State Liquor License Regulations. I further state that it is my belief that the reasonable needs and desires of the residents of the City of Ouray would be met by licensing the sales of alcohol at _____ 630 Main Street, Ouray.

[illegible]

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to _____. 630 Main Street, owned by Ouray Wing Co. As grounds for my support, I state that as a business owner, I believe that

_____, 630 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the _____ 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 Ryan Hein

Business Twin Peaks Lodge

Business Address 125 3rd Ave

Signature A

Date 2/3/19

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Ouray Wing Co 630 Main Street, owned by Ouray Wing Co. As grounds for my support, I state that as a business owner, I believe that

Ouray Wing Co, 630 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the Ouray Wing Co 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 Mara Hitchcox

Business Ouray TShirts and Momentos

Business Address 612 Main Street, Ouray, CO

Signature Mara Hitchcox

Date Feb 9, 2019

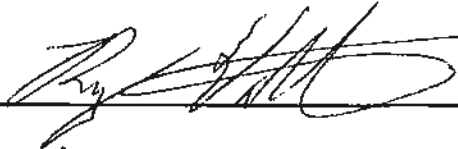
As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to _____. 630 Main Street, owned by Ouray Wing Co. As grounds for my support, I state that as a business owner, I believe that

_____, 630 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the _____ 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 Bruce Ray Valentine

Business Boys Jerky

Business Address 630 E. main ST Ouray CO.

Signature 

Date 1/25/19


As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to OURAY WING CO. 630 Main Street, owned by Ouray Wing Co. As grounds for my support, I state that as a business owner, I believe that

OURAY WING CO., 630 Main Street will attract both tourists and locals to the City of Ouray. Furthermore, the availability of liquor at the OURAY WING CO. 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 CHAD LEAVEL

Business BEAUMONT HOTEL

Business Address 505 MAIN ST

Signature 

Date 2/10/19

Comments on Items on City Council Agenda

May 20, 2019 Meeting written on May 15, 2019

Glenn Boyd, Mayor Pro Tem

I am very sorry I am not able to be in attendance at the council meeting on May 20, 2019. As you know I am out of the County in Africa on my annual mission trip. I appreciate the opportunity for voicing my comments on items on the agenda. If I could be there in person, I would.

6. **Council Reports:** CEDC met on Thursday May 9, 2019. There was a discussion in changing the staff liaison. Currently Rick Noll is appointed to the position and there is discussion in changing that appointment to Chris Hawkins. We had another lengthy discussion on positive messaging. Chris Hawkins suggested that the weekly city staff meeting should have a time to discuss the messaging the city needs to put out each week. This came from the rumors on the street that the work Black Hills Energy is doing on the north end of main street has anything to do with the sewage system which it does not. We also started the discussion on what involvement the CEDC would like to have in the 2020 Census.
8. **Consent Agenda:** Baring any public feedback but that is not included in the packet, I see no issues with the items on the consent agenda.
9. **Action Items:**
 - a. **Possible Appointment of Permanent City Administrator:** I strongly recommend that the City Council Appoints Justin Perry as our Permanent City Administrator. Justin has proven his skills when working as both the Chief of Police and Interim City Administrator. Justin has proven his dedication to the community, his ability to reach out and connect with the citizens and staff of Ouray, and his willingness to ask for help and learn what he does not know. I believe Justin is an amazing candidate for this position and will guide the city in the right direction for years to come.
 - b. **New Liquor License Application – Ouray Wing Company:** Due to not being able to participate in the public hearing, I do not feel it appropriate to recommend one way or the other on this action item. As it stands today, I do not have any issues with this application.
 - c. **First Reading of Ordinance No. 4 Regulating Short-term Rentals in the City of Ouray:** I would like to thank all the volunteers that have put so many hours and meeting nights into this ordinance. I do like the ordinance and recommend that the council pass the ordinance on 1st reading. However, I do recommend that we continue the discussion of a Cap and I am not convinced that we should go very long without a cap. I am okay with a study being conducted as Mayor Larson suggested at the last council meeting to make sure we have all the information. Though it may not be a popular decision in the room of short term rental owners, I believe that a cap on short term rentals is the popular decision and right decision for the City.

Comments on Items on City Council Agenda

May 20, 2019 Meeting written on May 15, 2019

Glenn Boyd, Mayor Pro Tem

- d. **Determination of LOT Disbursement for 2019:** I have nothing more to add then what I have said at the last council meeting and work session. I do feel we should hold 3 months of disbursement I think when calculating the 3 months, however, we should consider the amount that is brought in in the first three months as well.
- e. **Short-term Parking on the 200 Block of 6th Avenue:** At the time of drafting this memo, I do not have enough information to recommend one way or the other on this item.
- f. **OTO Marketing Agreement:** I agree with all that is in the draft marketing agreement. This has been discussed numerous times and I feel the agreement captures council's wishes.
- g. **OTO Visitors' Services Agreement:** I also agree with all that is in the draft Visitors agreement. This has been discussed numerous times and I feel the agreement capture's councils wishes.

Ouray Volunteer Fire Department Monthly Meeting

April 8, 2019

Called to order at 7:30

Attendance and Reports

18 members present; 2 excused; 5 absent
The Treasurer's Report was not read and approved.
Prior minutes were not read and approved.

Detailed Attendance

Present

Amy Winterrowd, Dack Klein, Danny Wilbur, Travis Manley, Dave Turner, Ted Pullig, Steve Martinez, Chris Lee, Nathan Judd, Steve Duce, Max Austin, Chris Miller, Bumper Williams, Craig Kaminsky, Adam Kunz, John Fedel, Trevor Latta, Patrick Rondinelli, Justin Clark

Excused

Craig Kaminsky, Tyler Ferguson

Absent

Sam Tyler, Tim Saunders, Chris Folsom, Junior Mattivi, Kevin Koprek

Old Business

No old business

New Business

Burn Pile – We will burn some of the old debris at the Ice Park on April 20th. Chris Miller and Chief Latta are checking out the piles this week.

Wildland Refresher and Pack Test – Log Hill is again hosting their annual refresher and pack test on Saturday, April 13. One change this year is no breakfast will be served. Plan accordingly.

Banquet – The department finalized the banquet for Saturday, May 11 starting with a cocktail hour at 5:30 pm. The Bon Ton has graciously offered to host the event. Dinner options are: Prime rib, Grilled Salmon and Eggplant. A motion was made, seconded and passed for finalizing our date and location for the banquet.

July 3rd Event – Dave Turner has again hooked up the department with great musical options for the annual July 3rd Fireman’s Ball in Fellin Park. This year, the department decided on You Knew Me When and AJ Fullerton (total cost of \$1000) for the bands. Additionally, the department noted the need for a tent and that it would cost \$200 more (for a total of \$630). A motion was made, seconded and passed for the band and tent.

Music in the Park – The department also agreed to match the \$1000 donation for the series and will, again, pour beer during the 3rd and 4th weeks of the June series. A motion was made, seconded and passed for the continued support of MAMS.

Officers – A change was made official at the April meeting: John Fedel moved from Assistant Chief to Captain while Adam Kunz moved from Captain to Assistant Chief.

Membership – The department considered an application for a new junior fire fighter, Dallas Farlin, for membership. A motion was made, seconded and passed to admit Dallas a new member to the department.

Pyrotechnic Training – John Fedel noted that our best shot for official training would be in February of 2020 or August 10 – 16, 2019. John will coordinate with Chief Latta to ensure all who are interested are able to attend.

Adjourned at 8:03

Department Officer Signatures



Trevor Latta
Chief, Ouray Fire



Craig Kaminsky
Secretary, Ouray Fire

Interim City Administrator

- I met with a local resident and building owner at his “apartment building” on Main Street to discuss EQR rates. The structure has been converted into an affordable housing building with 5 single bedroom apartments. Each apartment contains an efficiency Kitchen, bathroom/shower, one bedroom and a small living room. He has a standard residential washer and dryer in the back of the home that all the residents are allowed to use. The resident wanted to meet with me to discuss the possibility of having his EQRs reduced. Since the rooms have been converted into apartments, he pays an EQR for each room, which is over \$6000 per year. He is frustrated that he pays so much in water, when a standard single family residence of the same size or possibly larger is paying less. He also feels that he should in no way be paying more than local lodging facilities when his usage is far less. He currently rents out the apartments for \$1000/month with all utilities and cable included.
- I met with Mike Wiggins from the paper. I will be having regular meetings with Mike to ensure the paper is being provided with all the necessary and correct information they need as it relates to the City of Ouray.
- Staff and I met with DOLA representatives for a discussion about the wastewater treatment facility and current funding processes. We were advised of a new engineering program that DOLA has begun that offers free assistance for things such as rate studies. I received the information for this program the day after our meeting and have requested to have our organization included on the list to have assistance with the rate study. If we are selected, we will try to have this completed as quickly as possible to assist with our financing of the WWTF. This DOLA program can save the City significant funds for this type of study.
- I attended a CIRSA meeting and training in Montrose with Bette, Bev, and Melissa. The training was centered on Harassment in the workplace. We discussed the predictors of harassment as well as leaders setting the overall “organizational climate.
- I spoke with Frank Robertson with OIPI and IPAT. We briefly discussed the intern/seasonal employee position and will be meeting again in the first week of June to further discuss. The majority of what our conversation revolved around was water issues and creating a sustainable water source. Frank discussed their future water initiative as they commemorate the parks 25th anniversary. They would like as much City support with the initiative to include public messaging. More discussions on this will be forthcoming in June.
- I met with a local pastor who would like to create an affordable housing option for the community at his church. We discussed EQR rates as well as other affordable housing options that the City could look at in the future.

- Melissa and I spoke with Municipal Financial Advisor, Troy Bernberg, regarding some of the funding options with our WWTF. In addition, we discussed our current COP. We used Troy's services when the City initially worked on the COP.
- I met with Melissa and reviewed our new high yield account where we transferred City funds in late March. In just slightly over one month we have gained approximately \$4,500.00 through the account. Prior, our yield was much lower.
- I spoke with Ryan Hein about the High Speed broadband project that he is assisting Deeply Digital/Clear Network with. They are hoping to have a discussion with City Council in June sometime to discuss installing line in the City easement at the River Park trail area. They have said that if they use this area to install, they can service a large portion of the residents in the north area.
- I attended the Community Plan Update meeting that discussed the 3 mile plan. It appeared we had good discussion regarding vision of open lands and further recreational and development opportunities.
- I communicated with a Ouray Trails Group representative about the Perimeter trail stairs on the north side of the tunnel. OTG will be sending a proposal to Paul Chesly and the City of Ouray proposing the idea of the City purchasing the land from Paul. OTG feels that this would be the best option for the trail, as they could better maintain the stairs in that area. Once we have the letter we will have this on the agenda for a council meeting discussion.
- I met with our Forest Service District Ranger, Dana Gardunio, and discussed our current projects we're working on with them. They are in the process of updating our Box Canyon Sign permit, which we will be required to complete. In addition we are currently working with them on new permitting processes for our water usage at Crystal Reservoir. They are still completing that paperwork and will advise when the permit renewal comes available. The Forest Service will be working with OTG to remove the stairs from Mr. Chesley's property. This removal process is estimated to cost around \$30,000.00. The two entities will share this cost. The removal is supposed to take place in June sometime.
- I met with Mount Sneffels Race organizers regarding this year's August race. There were concerns expressed about the County Road 17 rock slide as well as other general permitting issues. They have sent me their permit packet for the highway 550 road closure which was submitted to CDOT on the 14th.
- I met with a local resident who provided me with a list of 8 short-term rental suggestions as well as a list of 9 questions and requests. I have forwarded the list of suggestions on to City Council and other staff, and the questions have been answered. We are awaiting the public records request form in order to process the release of public documents.
- Staff and I met with DOLA, CDPHE, and JVA representatives and discuss the City's pre-qualification status of the State Revolving Fund. The State has compiled a team of

individuals who are selected to assist with the overall WWTF funding and project. State representatives feel that our aggressive timeline might be doable, however it will be difficult. Timeframes could change over the next 6 months based on completion of certain required studies and state review times. The Project Needs Assessment is still slated to be completed and submitted by the end of July.

- Staff and I had a third metering program planning session. During this session we reviewed and finalized the information that will be included in RFPs to be published next week. We are still on schedule with our original timeline of beginning installation in September.

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: May 16, 2019
SUBJECT: Community Development Report

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

1. Community Plan Update meetings on land use in the City and outside the City in a three mile radius.
2. Finalized and recorded the Columbus Building PUD agreement, resolution and encroachment permit.
3. Limited SHF Grant work for Columbus Building rehabilitation.
4. Community Plan Update work on draft goals and actions.
5. Several meetings with property owners on land use matters and pending applications.

The Building Official work includes the following highlights:

1. Pool deck heating construction.
2. Building permits and inspections for several projects.
3. Implementation of backflow prevention enforcement and grease traps.
4. Water meter program RFP and overall program development.
5. CIRSA Training.
6. Obtain Building Official certification.



CONSENT AGENDA ITEMS (May 20, 2019):

Liquor License Renewal – JTJ Companies LLC dba O’Brien’s Pub & Grill

Action Requested – *Will City Council approve the liquor license renewals for JTJ Companies LLC dba O’Brien’s Pub & Grill.*

Background – The above named entity is a well-established business within the City of Ouray. The application for renewal has been reviewed by City Staff and the Police Department and have been found accurate and complete. There are no concerns.

Recommendation – City Staff recommends approval of the liquor license renewals for JTJ Companies LLC dba O’Brien’s Pub & Grill.

Huckstering Permit Applications – Mountain Air Music Series – All Vendors – June 6, 13, 20, & 27th.

Action Requested – *Will City Council approve the Huckstering Permits for the Mountain Air Music Series for June, 6, 13, 20, and the 27th?*

Background – The Mountain Air Music Series is a very successful event that takes place on every Thursday in the month of June at Fellin Park. Along with the event, food vendors are allowed to take part in the event through a Huckstering Permit. All vendor Applications are received and approved through MAMS.

Recommendation – City Staff recommends approval of the Huckstering Permits for all vendors for the Mountain Air Music Series.

**RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION**

O'BRIENS'S PUB AND GRILL
PO BOX 577
SALIDA CO 81201

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
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.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name JTJ COMPANIES LLC		DBA O'BRIENS'S PUB AND GRILL		
Liquor License # 03-03054	License Type Hotel & Restaurant (city)	Sales Tax License # 04278509	Expiration Date 06/25/2019	Due Date 05/11/2019
Operating Manager Shawn O'Neil		Date of Birth		
Manager Phone Number 719 323 9478		Email Address		
Street Address 726 MAIN ST OURAY CO 81427				Phone Number 7193239478
Mailing Address PO BOX 577 SALIDA CO 81201				

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 3/2023
9. 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. ☐ YES ☒ NO
- NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. 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. ☐ YES ☒ NO
4. 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. ☐ YES ☒ NO
5. 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. ☐ YES ☒ NO

AFFIRMATION & CONSENT

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.

Type or Print Name of Applicant/Authorized Agent of Business Shawn O'Neil	Title Manager
Signature 	Date 4/29/19

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For		Date
Signature	Title	Attest

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Camp-Bell's
Name of Applicant: Adrian Musgrave
Primary Business Address: 636 Main St
Mailing Address: Po 984
Telephone Number: 633 6021 Email Address: _____
Event Name: Mountain Music Series June 6, 13, 20, 27
Description of Activity: Selling Food
Date of Huckstering activity: June 6, 13, 20, 27
Location of Huckstering activity: Fellin Park
Adjoining Property Owner permission if applicable: _____

Signature of Adjoining Property Owner _____

Is the Applicant a non-profit organization? Yes: _____ No: _____

Proof of Sales Tax License Attached. Yes: ✓ No: _____

C
Signature of Applicant

4/20/19
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Markase 5/10/19
Signature of City Staff Date

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Colorado West Jeep Rentals & Tours
Name of Applicant: Jeff Lindberg
Primary Business Address: P.O. Box 1850 / 701 MAIN ST
Mailing Address: PO Box 1850
Telephone Number: 970 325 4014 Email Address: GTOGNX@gmail.com
Event Name: MOUNTAIN AIR MUSIC SERIES
Description of Activity: _____

Date of Huckstering activity: June, 6, 13, 20, 27

Location of Huckstering activity: FOREIN PARK

Adjoining Property Owner permission if applicable: _____

Signature of Adjoining Property Owner _____

Is the Applicant a non-profit organization? Yes: _____ No: X

Proof of Sales Tax License Attached Yes: X No: _____

[Signature]
Signature of Applicant

5/1/19
Date

FOR CITY USE ONLY:

Receipt of Complete Application: Beverly Martensen 5/10/19
Signature of City Staff Date

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



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Fax 970.325.7212
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HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Mountain Air Music, Inc.

Name of Applicant: David Turner

Primary Business Address: 114 1/2 6th Ave. Ouray, CO 81427

Mailing Address: PO BOX 1132 Ouray, CO 81427

Telephone Number: 970-596-6958 Email Address: ouraymountainairmusic@gmail.com

Event Name: Ouray Mountain Air Music Series

Description of Activity: Merchandise and beverage sales at music series

Date of Huckstering activity: June 6, 13, 20, 27, 2019

Location of Huckstering activity: Fellin Park, 1000 Main Street, Ouray, CO 81427

Adjoining Property Owner permission if applicable: N/A

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: X

No: _____

Proof of Sales Tax License Attached.

Yes: _____

No: X

David Turner
Signature of Applicant

5/2/19
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Martens 5/10/19
Signature of City Staff Date

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



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Fax 970.325.7212
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HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: North Fork Valley Public Radio, Inc (KUNF)
Name of Applicant: Ashley Krest
Primary Business Address: 223 Grand Ave. Paonia 81428
Mailing Address: PO BOX 1350
Telephone Number: 970.527.4866 Email Address: ashley@kunf.org
Event Name: Mountain Air Series
Description of Activity: Selling Raffle tickets and T-shirts
for our radio station
Date of Huckstering activity: 06/06/19 — 06/27/19 June 6, 13, 20, 27
Location of Huckstering activity: Fellin Park
Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: ✓ No: _____

Proof of Sales Tax License Attached. Yes: ✓ No: _____

Ashley Krest
Signature of Applicant

06/07/19
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Martens 5/10/19
Signature of City Staff Date

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



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Fax 970.325.7212
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HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Ouray Cafe & Steakhouse
Name of Applicant: Amber Perkins
Primary Business Address: 1700 Main St.
Mailing Address: PO Box 1360
Telephone Number: 704-604-3721 Email Address: amber@perkinslive.com
Event Name: Mountain Air Music
Description of Activity: Food vending
Date of Huckstering activity: 6/6, 6/13, 6/20, 6/27
Location of Huckstering activity: Felin Park
Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: _____ No: X

Proof of Sales Tax License Attached. Yes: _____ No: X

[Signature]
Signature of Applicant

5/9/19
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Marksten 5/10/19
Signature of City Staff Date

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



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Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Ouray Chamber Resort Association dba Ouray Tourism Office

Name of Applicant: Katharina Papenbrock

Primary Business Address: 1230 Main Street, Ouray, CO 81427

Mailing Address: PO BOX 1132 Ouray, CO 81427

Telephone Number: 970-325-4746 Email Address: ouray@ouraycolorado.com

Event Name: Ouray Mountain Air Music Series

Description of Activity: Jeep Raffle Ticket sales during Mountain Air Music Series

Date of Huckstering activity: June 6, 13, 20, 27, 2019

Location of Huckstering activity: Fellin Park, 1000 Main Street, Ouray, CO 81427

Adjoining Property Owner permission if applicable: N/A

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: X No: _____

Proof of Sales Tax License Attached. Yes: _____ No: X

Katharina Papenbrock
Signature of Applicant

5/2/19
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Sueverly Markaser 5/10/19
Signature of City Staff Date

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



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HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Ouray County Young Life
Name of Applicant: Kathy Elmont
Primary Business Address: N/A
Mailing Address: PO BOX 130, Ouray, CO 81427
Telephone Number: 970-318-1206 Email Address: Kathy@ouraynet.com
Event Name: Mountain Air Music Series
Description of Activity: selling baked goods, bottled and sparkling waters

Date of Huckstering activity: 6/6, 6/13, 6/20, and 6/27

Location of Huckstering activity: Pellin Park

Adjoining Property Owner permission if applicable:

N/A

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: X No: _____

Proof of Sales Tax License Attached. Yes: X No: _____

Kathy Elmont
Signature of Applicant

5/4/19
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Mardian 5/10/19
Signature of City Staff Date

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



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Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Ouray meat & CHEESE MARKET
Name of Applicant: Tony Schmidt
Primary Business Address: 736 Main St, Ouray CO 81427
Mailing Address: PO Box 121 Ouray CO 81427
Telephone Number: 970-318-1379 Email Address: tony@ouraymarket.com
Event Name: Mountain Air Music SERIES
Description of Activity: Food Vendor

Date of Huckstering activity: June Music Series June 6, 13, 20, 27

Location of Huckstering activity: City Park

Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: _____ No: X

Proof of Sales Tax License Attached. Yes: X No: _____

Tony Schmidt
Signature of Applicant

4-24-19
Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Marten 5/9/19
Signature of City Staff Date

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: Ouray Mountain Rescue
Name of Applicant: Jenny Hart
Primary Business Address: _____
Mailing Address: Box 220 Ouray
Telephone Number: 970 325 0392 Email Address: jenny@ouraymountainrescue.com
Event Name: Musky in the Park
Description of Activity: Community Outreach
We'll set up our truck, sell t-shirts + cosar cards.
Date of Huckstering activity: 6/6, 6/13, 6/20, 6/27
Location of Huckstering activity: Fellin Park
Adjoining Property Owner permission if applicable: _____

Signature of Adjoining Property Owner _____

Is the Applicant a non-profit organization? Yes: X No: _____

Proof of Sales Tax License Attached. Yes: _____ No: taxid# 75-215 8092

Jenny Hart 5/9/19
Signature of Applicant Date

FOR CITY USE ONLY:

Receipt of Complete Application: Beverly Markesa 5/10/19
Signature of City Staff Date

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business:

Ouray School District R-1

Name of Applicant:

Paige Sackman

Primary Business Address:

400 7th Avenue, Ouray CO 81427

Mailing Address:

PO Box N, Ouray, CO 81427

Telephone Number:

970-325-4505

Email Address:

psackman@ouray.k1a.co.us

Event Name:

2019 Mountain Air Music Series Vendor

Description of Activity:

Food booth @ Mountain Air Music Series

Date of Huckstering activity:

June 6, 13, 20, 27 of 2019

Location of Huckstering activity:

Fellin Park

Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes:

X

No:

Proof of Sales Tax License Attached.

Yes:

No:

Signature of Applicant

Paige Sackman

Date

5/2/19

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Martusa 5/10/19

Signature of City Staff

Date

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

HUCKSTERING APPLICATION AND PERMIT

APPLICATION

Name of Business: The Purple Peacock
Name of Applicant: Jessie Sickles & Heidi Odum
Primary Business Address: 801 Main St.
Mailing Address: P.O. Box 20 Ouray, CO 81427
Telephone Number: (970) 325-2182 Email Address: peacockpatters@gmail.com
Event Name: Mountain Air Music Series
Description of Activity: Arts & crafts, plus some local wares
for sale. No food.
Date of Huckstering activity: Thursdays in June 2019 June 6, 13, 20, 27
Location of Huckstering activity: Fellin Park
Adjoining Property Owner permission if applicable:

Signature of Adjoining Property Owner

Is the Applicant a non-profit organization? Yes: _____ No: X

Proof of Sales Tax License Attached. Yes: X No: _____

Jessie Sickles 5/2/19
Signature of Applicant Date

FOR CITY USE ONLY:

Receipt of Complete Application:

Beverly Martens 5/10/19
Signature of City Staff Date



ACTION ITEMS (May 20, 2019):

Possible Appointment of Permanent City Administrator

Action Requested – *Will City Council appoint finalist Justin Perry as the Permanent City Administrator?*

Background – Since late January of this year, the City of Ouray has not had a permanent City Administrator. By appointment of City Council, Justin Perry has served as the Interim City Administrator since the time the position was open.

New Liquor License Application – Ouray Wing Company

Action Requested – *Will City Council approve a new liquor license for the Ouray Wing Company?*

Background – The Ouray Wing Company is located at 630 Main Street and opened their doors in 2018. They have submitted all proper paperwork and have complied with all state and local processes. The Ouray Police Department has reviewed the application and paperwork and finds everything in order and with no concerns.

Action Requested – Staff recommends approval of the new liquor license for Ouray Wing Company, located at 630 Main Street.

First Reading of Ordinance No. 4 Regulating Short-term Rentals in the City of Ouray

Action Requested – *Will City Council approve First Reading of Ordinance No. 4 Regulating Short-term Rentals in the City of Ouray?*

Background – After public work sessions and other various meetings regarding the regulation of short-term rentals in the City of Ouray, City Staff and City legal department

have drafted an official ordinance for regulation. This ordinance comes before City Council and the public as a first reading.

Recommendation – City Staff recommends approval of the first reading of Ordinance No.4 Regulating Short-term Rentals in the City of Ouray.

Determination of LOT Disbursement for 2019

Action Requested – *Will City Council set a revised 2019 disbursement amount for LOT funds to the Ouray Tourism Office?*

Background – The Ouray Tourism Office has requested additional funding of LOT monies as the LOT rate increased in January of this year. Ouray Tourism Office had to cut specific areas of marketing and manpower due to lack of funding prior to the 2019 season. A public work session was completed on April 29th between City Council and the Ouray Tourism Office to discuss areas of needed increase.

Recommendation – City Staff recommends that City Council approve disbursement of funds that is consistent with OTO's request based on needs, and consistent with the conservative projections as presented in the April 29th work session.

Short-term Parking on the 200 block of 6th Avenue in front of the Bank

Action Requested – *Will City Council approve two short-term parking spaces for the 200 block of 6th Avenue?*

Background – Citizens State Bank has requested the City consider allowing the installation of two short-term parking spaces to the south of the bank on Sixth Avenue. These parking space would be signed for short-term parking for a maximum of 15 minutes. Bank staff stated that a few short-term parking spaces were provided prior to the bank redevelopment and Citizens State Bank. The bank is requesting the re-establishment of two short-term spaces to provide parking not only for the bank but also the public restroom and surrounding businesses. These spaces are not to be reserved solely for the bank and may be used by anyone visiting an area business. The Police Department will enforce the short-term parking restrictions in accordance with the Model Traffic Code.

Recommendation – City Staff recommends that City Council approve the short-term parking spaces in the 200 block of 6th Avenue.

OTO Marketing Agreement

Action Requested – *Will City Council approve the revised 2019 Marketing Agreement with OTO?*

Background – With the increase in LOT funds and needed OTO services, the updated 2019 Marketing agreement reflects the changes. The City of Ouray has contracted with OTO (previously OCRA) for many years and this is consistent with our annual working agreement.

Recommendation – City Staff recommends that City Council approve the new OTO Marketing Agreement.

OTO Visitors' Service Agreement

Action Requested – *Will City Council approve the revised and updated 2019 OTO Visitors' Service Agreement?*

Background – With the increase in LOT funds and needed OTO services, the updated and separate Visitors' Service Agreement reflects current 2019 updates and changes. The City of Ouray has contracted with OTO (previously OCRA) for many years and this is consistent with our annual working agreement.

Recommendation – City Staff recommends that City Council approve the updated 2019 Visitors' Service Agreement.

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TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: April 30, 2019
SUBJECT: First Reading of Short-term Rental Regulations

Attachments:

Exhibit A: Proposed Ordinance

The City Council formed the Short-term Rental Committee ("**Committee**") in the fall of 2017 to evaluate the impacts of short-term rentals and draft initial Short-term Rental Regulations in order to protect the public health, safety and welfare. The Committee provided the initial draft of the Short-term Rental Regulations to the City of Ouray Planning Commission ("**Planning Commission**") in February of 2018.

The Planning Commission conducted several public meetings beginning in May of 2018, and unanimously passed a motion recommending the City Council adopt Short-term Rental Regulations on October 10, 2018. The City Council has been deliberating and modifying the Short-term Rental Regulations in a series of public work sessions and public meetings. The draft ordinance set forth in Exhibit A reflects the City Council policy direction on short-term rentals.

Pursuant to Colorado Revised Statutes ("**C.R.S.**") 31-15-501 the City possesses the authority to regulate the operation and licensing of businesses generally within the incorporated area of the City. Pursuant to the authority conferred via C.R.S. 31-23-301, the City of Ouray through the City of Ouray Planning Commission and City Council is empowered to regulate and restrict the use of buildings, structures and land for use as residential or other purposes within its statutory jurisdiction, in order to promote the general health, safety and welfare of the community. The proposed ordinance is being considered and adopted pursuant to the City's Home Rule Charter.

RECOMMENDATION

Staff recommends the City Council approve the proposed ordinance with the following motion:

"I move to approve the first reading of an Ordinance of the City of Ouray, Colorado amending the definition of "lodging business" and "short-term rental" in Section 7-2 of the Ouray Municipal Code and adding new Section 7-5-J-10 concerning short-term rentals, and to set the second reading and public hearing on June 17, 2019."

ORDINANCE NO. ____ 2019

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

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

SECTION 1.

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

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

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

SECTION 2.

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

10. Short-Term Rental Regulations

a. Purpose

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

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

b. Applicability.

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

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

c. Registration and Licensing

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

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

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

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

d. Standards

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

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

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

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

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

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

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

SECTION 3: EFFECTIVE DATE.

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

SECTION 4: SEVERABILITY.

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by ____ vote of the Ouray City Council this ____ day of _____, 2019.

CITY OF OURAY, COLORADO

Pamela J. Larson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

INTRODUCED, READ AND ADOPTED on second reading by ____ vote of the Ouray City Council this ____ day of _____, 2019.

CITY OF OURAY, COLORADO

Pamela J. Larson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

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

Melissa M. Drake, City Clerk

INTRODUCED, READ AND ADOPTED on second reading by
_____ vote of the Ouray City Council this ____ day of _____, 2019.

CITY OF OURAY, COLORADO

Pamela J. Larson, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

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

Melissa M. Drake, City Clerk

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Fax 970.325.7212
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TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: May 16, 2019
SUBJECT: Short-term Parking on the 200 Block of 6th Avenue

ATTACHMENTS: None

Citizens State Bank has requested the City consider allowing the installation of two short-term parking spaces to the south of the bank on Sixth Avenue. These parking space would be signed for short-term parking for a maximum of 15 minutes. Bank staff stated that a few short-term parking spaces were provided prior to the bank redevelopment and Citizens State Bank. The bank is requesting the re-establishment of two short-term spaces to provide parking not only for the bank but also the public restroom and surrounding businesses. These spaces are not to be reserved solely for the bank and may be used by anyone visiting an area business. The Police Department will enforce the short-term parking restrictions in accordance with the Model Traffic Code.

RECOMMENDATION

Staff recommends the City Council approve the proposed short-term parking with the following motion:

"I move to approve the provision of two short-term parking spaces to the south of the Citizens State Bank on Sixth Avenue."

**OURAY CHAMBER RESORT ASSOCIATION
AGREEMENT FOR DESTINATION MARKETING, MANAGEMENT
AND DEVELOPMENT SERVICES
Effective April 1, 2019**

This **AGREEMENT** is entered into on the May 20, 2019 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), levies a Lodging Occupation Tax (LOT) on all short-term accommodations within the City;

WHEREAS, a Tourism Fund was established under OLUC 3-1-G, and all revenues derived from imposition of the LOT are placed in this fund;

WHEREAS, the Tourism Fund requires all expenditures derived from 86.875% of Lodging Occupation Tax revenues shall be for the purposes of destination marketing, management and development to attract visitors to and enhance the visitors experience within the City of Ouray, Colorado;

WHEREAS, OTO is currently providing marketing services to the City under a agreement entered into on December 3, 2018 and effective on January 1, 2019 (Current Agreement) and the parties desire to terminate that Current Agreement and operate under this Agreement until December 31, 2019;

WHEREAS, in 2018, the voters approved a tax change policy concerning the collection of LOT, changing from a flat LOT tax per unit to a 3.5% LOT tax per unit;

WHEREAS, after a review of the first quarter revenue of 2019 LOT, the City projects increase of an additional \$127,771.00 in revenue for 2019 and the City desires to increase its award of money to OTO to a total sum of \$268,771 with the increase pro-rated over nine (9) months, so that OTO can restore marketing services that were cut from its budget and to pursue new marketing initiatives as presented to the City;

WHEREAS, the increase in funding to OTO for 2019 results in a monthly increase in funding of \$14,196.77, from April through December, 2019 and the City desires to pay OTO the increase for April and May, 2019 in a lump sum and the remainder increase to be paid monthly thereafter.

WHEREAS, The City has determined that OTO has the experience, expertise and mission to enable it to effectively conduct activities related to the above referenced purposes pursuant to this Agreement with the City.

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

1. CURRENT AGREEMENT TERMINATION. The City and OTO agree that the Current Agreement between the parties is hereby terminated and replaced with this Agreement.
2. SERVICES. OTO hereby agrees to undertake activities for the remainder of calendar year

2019 in accordance with the Destination Marketing, Management and Development Funding Request and Budget attached hereto as Exhibit A (Work). Any material changes to the Work shall be approved in writing by the City, through the contacts set forth under ¶ 27 below, prior to implementing any changes.

3. MARKETING TARGETS. OTO agrees to target certain programs to address destination marketing, management, and development, including:
 - A. Efforts to develop a balanced, year-round visitor economy, with special attention paid to the shoulder seasons of late fall and spring;
 - B. Efforts to manage peak season tourism impacts while retaining visitor spending; and
 - C. Engaging with the City in the update to the Ouray Community Plan where the visitor economy is concerned and developing an Ouray Sustainable Tourism Roadmap.
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 destination marketing, management & development activities; and
 - B. A narrative financial report of expenditures and income in the prior quarter following the categories outlined in the Destination Marketing, Management & Development Funding Request and Budget (Exhibit A) and an accompanying detail report of destination marketing, management and development expenditures made during the period.
4. YEARLY REPORTS. OTO shall submit year-end reports, including:
 - A. A year-end financial statement pertaining to LOT funds used for the Destination Marketing, Management & Development program 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 the end of Q1 of the following year; and
 - B. OTO shall also provide any additional financial documentation as requested by the City pertaining to LOT funds.
5. YEARLY AUDIT. OTO shall provide the City with an 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 March 15th of 2020 for 2019 expenditures. For the 2018 audit, OTO is still completing this and the audit is expected to be concluded by June 30, 2019.
6. PAYMENT. In consideration of the performance of OTO's obligations pursuant to this Agreement, including those set out in paragraphs 2, 3, and 4, the City shall make equal monthly payments to OTO, for the months of June through December in accordance with its budget and annual appropriation of Twenty-Five Thousand Nine Hundred Forty-Six Dollars and Seventy-Seven Cents (\$25,946.77), with said revenues to be used for Work. In addition, the City shall make a one-time payment of Twenty-Eight Thousand Three Hundred Ninety-Three Dollars and Fifty-Four Cents (\$28,393.54) which represents the difference in payments provided to OTO by the City for the increased projected revenue

for the months of April and May, 2019.

7. 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.
8. TERM. This Agreement commences on April 1, 2019 and terminates December 31, 2019.
9. TERMINATION. Either party may terminate this Agreement for cause after thirty (30) day written notice to cure. During the cure period, both parties, as set forth in ¶27, 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 budget on Exhibit A.
10. NON-ASSIGNMENT. This Agreement may not be assigned by either party, and may be amended only by written agreement by mutual agreement of 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.
11. 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.
12. INSURANCE. OTO agrees to procure and maintain, at its own cost, professional liability errors and omissions or general liability insurance on an occurrence basis with a limit of liability of not less than ONE MILLION DOLLARS (\$1,000,000.00) for each occurrence. OTO is also required to maintain workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the OTO engaged in the performance of Work under this agreement. OTO 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. OTO is responsible for any deductible under any policy required above and the OTO insurance shall be primary and any insurance carried by the City shall be in excess and not contributory insurance to that provided by OTO.
13. 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.*

14. INDEMNIFICATION. To the fullest extent permitted by law, OTO agrees to indemnify and hold harmless the City, its officers, employees, insurers, from and against liability for claims, including attorney fees and costs, arising out of the Work, caused by the negligence or fault of the OTO or any third party under the control or supervision of OTO, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to OTO or OTO's agents, representatives, subcontractors, or suppliers.
15. 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.

16. 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.
17. 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.
18. 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, upon a ten (10) day notice.
19. 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.
20. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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.
27. 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.

Signatures on Following Page

City of Ouray

Ouray Chamber Resort Association

Mayor Larson

Katharina Papenbrock, Executive Director

Attest:

City Clerk Melissa Drake



Ouray Tourism Office Destination Marketing, Management & Development Contract Funding Request - City of Ouray, 2019

Destination Marketing, Management & Development Program: \$141,000

(2018 comparison budget: \$157,851)

- Baseline visitor engagement (OurayColorado.com website, Visitor Leads programs, E-Newsletters, Ouray Brand Assets: Visitor's Guide, video & other collateral pieces, Visitor's Guide Fulfillments): \$8,213
 - *cuts made to lead programs (no new paid incoming leads after June 30, 2019), e-newsletters cut to shoulder seasons only, all collateral printing cut, no expansions/changes/updates to website beyond basic maintenance*
- Domestic visitor engagement (national & in-state print media, online marketing & remarketing campaigns, consumer travel shows, CTO small marketing grant match, CTO regional marketing grant match): \$36,421
 - *cuts made to all in-state print media, online marketing & remarketing campaigns, consumer travel shows*
- Domestic media & group travel engagement (trade memberships, domestic media and familiarization tours): \$1,500
 - *cuts made to media & group travel engagement*
- International travel & trade engagement (international trade & media shows and familiarization trips, CTO hot springs loop marketing grant match): \$5,000
 - *cuts made to international media & group familiarization trips and industry shows*
- Regional visitor engagement (radio, events-focused marketing campaigns, regional travel shows): \$0
 - *cuts made to all regional and local radio, regionally focused seasonal event marketing and Grand Junction wedding show*
- InTown visitor engagement (Stay Longer Pieces): \$0
 - *cuts made to all stay-longer collateral pieces*
- Software, Hardware, Tourism Memberships & Accounting Services: \$19,125
 - *cuts made to PR & Media software contracts*
- Destination Marketing, Management & Development Staff (includes salaries & taxes): \$66,849
 - *cuts made to executive director time allocation to lodging tax projects*
 - 2019 Staffing: Executive Director - 33% of time allocated, Director of Industry, Media & Consumer Engagement - 100% of time allocated
- Budget/Contract increase contingency: \$3,892
 - Represents 3% cost increase to non-contracted budget line items. Contingency will be spent on additional marketing, management & development opportunities as deemed most urgent to by the Ouray Tourism Office.
 - *no contingency consideration in 2018 contract*

**DESTINATION MARKETING, MANAGEMENT & DEVELOPMENT CONTRACT
ADJUSTMENTS/ADD-INS: \$127,771**
April 1, 2019 - December 31, 2019**

Cut services to reinstate: \$61,500

- Local Collateral Pieces Printing (“Stay Longer” Pieces): \$8,000
- Regional Radio Promotion: \$6,000
- Online Paid Advertising, Content Sponsorship and Lead Generation: \$24,000
- Visual Content Assets & Video Production: \$15,000
- Website Updates & Optimization: \$5,000
- Visitor Guide Content Development: \$2,000
- Media & Travel Trade Familiarization Outreach: \$1,500

Expanded Services & Re-Allocations: \$45,930

- Events Data Entry Contract: \$6,000
- Content Development Contract: Website, E-Newsletter & Social Media Content Development: \$6,000
- Graphic Design Contract: \$2,000
- Time allocation adjustment for ED Time spent on DMM&D projects (shift from 33% to 70%): \$27,500
 - *Total cost to organization (base salary + taxes)*
- Time allocation adjustment for Director of IMCR: \$4,430
 - *Total cost to organization (base salary + taxes)*

DMM&D Contingency (10%): \$20,341

- \$4,113 already budgeted in existing contract (3% of \$137,108), total contingency for 2019 is \$24,454 (10% of \$244,538)

OTO recommendation for unspent contingency funds from 2019 DMMD contract: put toward funding a Ouray Wayfinding Study after Community Plan Update process is completed.

**OURAY CHAMBER RESORT ASSOCIATION
AGREEMENT FOR VISITOR CENTER SERVICES
Effective April 1, 2019**

This Agreement (Agreement or Contract) is entered into on the 20th day of May, 2019, 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), levies a Lodging Occupation Tax (LOT) on all short-term accommodations within the City;

WHEREAS, a Tourism Fund was established under OLUC 3-1-G, and all revenues derived from imposition of the LOT are placed in this fund;

WHEREAS, the Tourism Fund requires all expenditures derived from 86.875% of Lodging Occupation Tax revenues shall be for the purposes 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 entered into on December 3, 2018 and effective on January 1, 2019 (2018 Agreement) and the parties desire to terminate that agreement and operate under this agreement until December 31, 2019;

WHEREAS, in 2018, the voters approved a tax change policy concerning the collection of LOT, changing from a flat LOT tax per unit to a 3.5% LOT tax per unit;

WHEREAS, after a review of the first quarter revenue of 2019 LOT collected, the City projects increase of an additional \$43,746.00 in revenue from LOT and the City desires to increase its award of money to OTO for visitor center services to \$138,750 so that OTO can restore operational services were reduced due to budget shortfalls and to pursue new visitor center services initiatives as presented to the City;

WHEREAS, the increase in funding to OTO visitor center services for 2019 results in a monthly increase in funding of \$4,860.66 from April through December, 2019 and the City desires to pay OTO the increase for April and May, 2019 in a lump sum and the remainder increase to be paid monthly thereafter.

WHEREAS, The City has determined that OTO has the experience, expertise and mission to enable it to effectively conduct activities related to the above referenced purposes pursuant to this Agreement with the City.

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 at 1230 Main Street, Ouray, Colorado, for the remainder of calendar year 2019 in accordance with the Visitor Center Operating Funding Request and Budget attached hereto as Exhibit A (Work). Any material changes to Work shall be approved by the City, through the contacts set forth under ¶ 30 below,

prior to implementing any changes.

2. OPERATING SCHEDULE. OTO shall staff and operate the Visitor Center according to the schedule below and this schedule represents the minimum number of days and times that the Visitor Center shall be open throughout the year.

January 1 - May 26, 2019: Mon-Sun: 10 am - 4 pm

May 27 - September 2, 2019: Mon-Sat: 9 am - 6 pm, Sun: 9 am - 4 pm

September 3 - October 6, 2019: Mon-Sat: 9 am - 5 pm; Sun: 10 am - 4 pm

October 7 - December 31, 2019: Mon-Sun: 10 am - 4 pm

3. 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.

4. 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 the end of Q1 of the following year.

B. OTO shall also provide any additional financial documentation as requested by the City pertaining to LOT funds.

5. YEARLY AUDIT. OTO shall provide the City with an 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 30th of 2020 for 2019 expenditures. For the 2018 audit, OTO is still completing this and the audit is expected to be concluded by June 30, 2019.

6. PAYMENT. In consideration of the performance of OTO's obligations pursuant to this Agreement, the City shall make equal monthly payments to OTO, for the months of June through December, in accordance with its budget and appropriation of Twelve Thousand Seven-Hundred Seventy-Seven Dollars and Sixty-Six Cents (\$12,777.66), with said revenues to be used for Work. In addition, the City shall make a one-time payment of Nine Thousand Seven Hundred Twenty-One Dollars and Thirty-Three Cents (\$9,721.33) which represents the difference in payments provided to OTO by the City for the increased projected revenue for the months of April and May, 2019.

7. 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.

8. 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.

9. TERM. This Contract, begins on April 1, 2019 and terminates December 31, 2019.
10. TERMINATION. Either party may terminate this Agreement for cause after thirty (30) day written notice to cure. During the cure period, both parties, as set forth in ¶23, 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 budget on Exhibit A.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.*
17. 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.
18. 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.

19. 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.
20. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
21. 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.
22. 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.
23. 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.
24. 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.
25. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
26. 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.
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28. 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.

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31. 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.
32. 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

Mayor Larson

Katharina Papenbrock, Executive Director

Attest:

City Clerk Melissa Drake



Ouray Tourism Office Visitor's Center Operation Agreement Request - City of Ouray, 2019

Ouray Visitor's Center Operations: \$95,004

(2018 comparison budget: \$86,148 - did not include VC maintenance projects or contingency allocations)

- Visitor's Center Base Costs (Utilities, Cleaning Supplies Insurance & Accounting): \$14,468
- Visitor's Center Staffing (includes taxes & maintenance contractor): \$71,551
 - To stay within budget restrictions, Ouray Visitor's Center hours will need to adjusted to the following:
 - Winter: January-May 26, 2019 (21 weeks): Mon-Sun: 10 am-4 pm
 - Summer: May 27 - September 2, 2019 (14 weeks): Mon-Sun - 9am-4pm
 - Fall/Winter: September 3 - December 31, 2019 (17 weeks): Mon-Sun: 10am-4pm.
 - Proposed 2019 staffing: 1 Visitor's Center Manager PT/Year-round, 2 Visitor's Center Concierges PT/Year-round, 1 maintenance/custodial (contract position)
- Visitor's Center Maintenance Projects: \$6,000
 - Allocated in lieu of lease to fund needed maintenance for City facility
 - All improvements made using this funding will become the property of the City of Ouray
 - 2019 Improvement plan: Building electrical inspection, fiber hook up to building & internal rewiring & VOIP system if possible (see attached spreadsheet for needed building improvements planned within the next 10 years, the 2019 priorities are highlighted in yellow)
- Expense increase contingency: \$2,985
 - Represents 3% cost increase to all expense line items.
 - If the contingency has not been used by year end, it will be spent on additional Visitor's Center operations as deemed most urgent to by the Ouray Tourism Office.

Visitor's Center Upgrades 10 year plan										
Upgrade	Sub-tasks	Priority (1 - vital i.e. broken or essential for health & safety, 2 - necessary soon, 3 - wish list)	Timline (1,3,5,10 years)	Cost	Building / Facility Maintenance	Visitor's Services Contracted Cost	Other Cost - OTO Admin, DMMO contract	Completed	Contractor/Partner	Notes
Whole Building Issues (Interior)	Electrical inspection	1	1	\$500.00	X				City of Ouray, Outside inspector/engineer?	Staff is worried about grounding, overload, etc.
	Facility inspection (code & safety issues)	1	1	TBD	X				City of Ouray, Outside inspector/engineer?	What has changed in building since 1998 that we'll need to update BEFORE making any other changes?
	Front doors - window signage	2	1	TBD		X			OTO Staff	Flexible solutions that look better than printed paper
	Hotel availability signage	2	1	TBD		X			OTO Staff	Flexible solutions that look better than printed paper
	Interior door event signage	2	1	TBD		X			OTO Staff	Flexible solutions that look better than printed paper
	New Flooring	2	1	\$10,000.00	X				Flooring contractor	Carpet is wrecked. Carpet vs. commercial solid solution (tile, lino, resin, wood, laminate)
	Plumbing issues (mostly in VC public bathrooms)	2	1	TBD	X				Plumbing contractor	Sewage smells in bathrooms, are there backflow valves installed? Low water pressure for upstairs bathroom.
	Unused interior/exterior door issues - seal off/insulate?	2	1	TBD	X				City of Ouray, outside contractor	If still in use, will need better locking mechanisms, if out of use, remove all and insulate for a flush interior wall treatment
	Comprehensive wayfinding, welcome & directional signage	2	3	TBD	X	X			City of Ouray, Staff, Planner, Graphic designer, grant funding, CEDC, beautification, other stakeholders	Ideally, exterior is incorporated with City of Ouray comp wayfinding plan; interior cohesive throughout - partnership supported by grant funding
	Repaint Interior & trim	2	3	\$2,500.00	X				Painting contractor	Updated paint scheme; still historical reference but fresh
	Overall flow update	3	3	TBD		X			Staff, SBDC, Architect, other VC's	Will need outside design support - possible through SBDC consultant & other Visitor's Centers
	Historical tie-ins & any historical designation issues?	3	5	TBD		X			City of Ouray - Planning, Ouray County Historical Society	How to integrate history better into VC plan. (Do we need to think of a future location for the Camp Bird mine model?)
	ADA accessible doors (up & down)	3	10	\$5,000.00	X				Public Works / Outside contractor	Doors that have a push button feature
	Energy efficiency - C-PACE, LEED designation, solar, etc.; re-look at geothermal?	3	10	TBD	X				Ouray County, OEDIT, EcoAction Partners, Solar	Look at energy efficiency wherever possible in rebuild and funding through C-Pace
	Potential radiant floor solution for downstairs / downstairs office?	3	10	TBD	X				HVAC contractor	Downstairs is super cold & no insulation between carpet & concrete pad.

Visitor's Center Upgrades 10 year plan											
Upgrade	Sub-tasks	Priority (1 - vital i.e. broken or essential for health & safety, 2 - necessary soon, 3 - wish list)	Timline (1,3,5,10 years)	Cost	Building / Facility Maintenance	Visitor's Services Contracted Cost	Other Cost - OTO Admin, DMMO contract	Completed	Contractor/Partner	Notes	
Exterior Building Issues	Decking repairs (minor breakage, lots of uneven areas)	1	1	TBD	X				Rick Axe / Public Works	Rick has supplies at VC to fix minor issues, uneven issues still exists - mostly an issue in winter with snow shoveling	
	Exterior lighting (no exterior lights work except downstairs door, no parking lot or sidewalk bollard lighting)	1	1	TBD	X				Electrical contractor		
	Exterior parking space striping - need exit area for handicapped spot marked out into employee parking spot	1	1	City	X				Striping contractor - City of Ouray	happens annually - just need to know schedule & adjust for extra space for accessible spot	
	Grounds inspection (code & safety issues)	1	1	TBD	X				City of Ouray, Outside inspector/engineer?		
	Roof drainage issue on deck - pipe leaks	1	1	TBD	X				Public Works / Outside contractor		
	Exterior signage / Wayfinding	2	3	TBD	X	X			City of Ouray, Staff, Planner, Graphic designer, grant funding, CEDC, beautification, other stakeholders	Ideally, exterior is incorporated with City of Ouray comp wayfinding plan; interior cohesive throughout - partnership supported by grant funding	
	Exterior trash/recycling receptacles	2	3	Jeff Skoloda pricing	X				City of Ouray, Beautification committee	ideally - bear proof trash & recycling - supported by beautification phase in plan?	
	Landscaping/history plan	2	3	TBD	X				OCRA, City, OCHS, Beautification Committee	Native plants, xeriscaping, history features & interpretive signage, benches for upper decks, esp. looking at Mt. Abrams, update historical/informational displays & banners	
	New exterior doors (non-ADA)	2	3	\$1,500.00	X				Public Works / Outside contractor	Only for secondary upstairs door, should match style of ADA doors, or just seal off.	
	Other exterior trim/cosmetic issues (sidewalk finish at downstairs door, deck level paint trim on upper level)	2	3	TBD	X				Public Works / Outside contractor		
	Exterior water filling station for water bottles, jugs, etc. (spring/summer/fall access only)	3	3	\$250.00	X				Plumbing contractor		
	Better outdoor kiosk/resources	3	5	TBD		X			City, Staff, Graphic Designer, Tech consultant, community input		
	Parking lot paving	3	5	TBD	X				Public Works / Outside contractor		
	New windows	3	10	\$7,000.00	X				Window contractor		

Visitor's Center Upgrades 10 year plan										
Upgrade	Sub-tasks	Priority (1 - vital i.e. broken or essential for health & safety, 2 - necessary soon, 3 - wish list)	Timeline (1,3,5,10 years)	Cost	Building / Facility Maintenance	Visitor's Services Contracted Cost	Other Cost - OTO Admin, DMMO contract	Completed	Contractor/Partner	Notes
Public Restroom Renovation	Changing tables in both bathrooms	1	1	\$200.00	X				City of Ouray	
	Upgrade exhaust fans (insufficient venting space to deal with use)	1	1	TBD	X				Electrical contractor/ HVAC issue?	
	Upgrade plumbing / Backflow issues	1	1	TBD	X				Plumbing contractor	
	Improved light sensors	2	3	\$200.00	X				Electrical contractor	Ladies room light sensor doesn't work all of the time
	Improved lighting	2	3	\$500.00	X				Electrical contractor	The ladies room is pretty dark even with all lights on.
	Commercial auto-sinks	2	3	\$300.00	X				Plumbing contractor	
	Commercial low-flow toilets	2	3	\$1,000.00	X				Plumbing contractor	tankless toilets ideally - our models break 3-4 times per season and are super slow to refill, definitely a huge issue in the ladies' room; need to see if we have water pressure to support it.
	Repaint	2	3	\$500.00	X				Painting contractor	
	Retile? (tiles split in both bathrooms)	2	3	\$3,000.00	X				Flooring contractor	
	New mirrors	3	3	\$100.00	X				General contractor	
	New water fountain - with water bottle filling feature	3	3	\$1,000.00	X				Plumbing contractor	
	Upgrade hand dryer	3	3	\$300.00	X				Electrical contractor	
	ADA Doors with push button feature	3	10	\$5,000.00	X				General contractor	

Visitor's Center Upgrades 10 year plan										
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Technology Updates (whole building)	Fiber line to building	1	1	TBD	X				Local Construction / Deeply Digital / Partnership with Riverfront Townhome HOA?	
	Wiring new lines to all workstations	1	1	\$4,706.67	X				Deeply Digital	quote from Feb. 13, 2018
	VOIP System	1	1	TBD	X				Deeply Digital	
	New branded overlay for events & videos	2	1	TBD		X			OTO Staff, Graphic Designer	
	New video/photo content for display units	2	1	TBD		X			OTO Staff	
	Interactive kiosk (downstairs on N. wall - tie in with other in-town locations?)	3	3	\$5,000.00		X			??? - ask CO welcome centers & DATO	
	New security system - linked in with exterior camera	3	5	\$1,500.00	X				Deeply Digital / Nest Cam	
Visitor's Center Upgrades 10 year plan										
Upgrade	Sub-tasks	Priority (1 - vital i.e. broken or essential for health & safety, 2 - necessary soon, 3 - wish list)	Timline (1,3,5,10 years)	Cost	Building / Facility Maintenance	Visitor's Services Contracted Cost	Other Cost - OTO Admin, DMMO contract	Completed	Contractor/Partner	Notes
Downtown or other Vistor's Services Locations	Feasibility study	3	3	TBD	X				City of Ouray, OTO	
	Kiosk vs staffed	3	5	TBD	X				City of Ouray, OTO	

Visitor's Center Upgrades 10 year plan										
Upgrade	Sub-tasks	Priority (1 - vital i.e. broken or essential for health & safety, 2 - necessary soon, 3 - wish list)	Timeline (1,3,5,10 years)	Cost	Building / Facility Maintenance	Visitor's Services Contracted Cost	Other Cost - OTO Admin, DMMO contract	Completed	Contractor/Partner	Notes
Visitor's Services Renovation (Office & Visitor's Area)	New Office chairs	1	1	\$460.00			X	03/01/18	OTO Staff	ordered February 2018
	New staff refrigerator	2	1	\$500.00			X		OTO Staff	
	Cohesive display plan/look	2	3	TBD		X			Need architect input for layout & flow; architectural illustrator for design drawings	
	Expanded/more efficient retail area (separate by resource/interest, ex.: hiking, jeeping, souvenirs)	2	3	\$500.00			X		Staff, retail designer (SBDC)	
	New Blinds	2	3	\$3,500.00	X				OTO Staff	
	New Desks	2	3	\$2,250.00	X				OTO Staff	
	New volunteer desk/work area	2	3	\$500.00	X				OTO Staff	
	Repainting	2	3	\$1,500.00	X				Painting contractor	
	Sustainability messaging & implementation (bear-proof, LNT, waste bags, etc.)	2	3	TBD		X			OTO Staff, Graphic Designer	
	Visitor coffee/tea/hospitality station?	2	3	\$250.00			X		OTO Staff	
	Visitor conversation/reading area	2	3	\$500.00		X			OTO Staff	
	Workstation hardware upgrades	2	3	\$3,000.00			X		Deeply Digital	(Will also need to upgrade computers in 2 years)
	New storage plan with built-in's	3	5	\$2,500.00	X				Staff, retail designer (SBDC)	
	ADA Accessible bathroom expansion for staff/volunteer area	3	10	\$2,500.00	X				General contractor	

Visitor's Center Upgrades 10 year plan										
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Marketing Office expansion & renovation (downstairs)	New desks & storage	2	1	\$2,500.00			X		OTO Staff	
	Office Blinds (downstairs)	2	1	\$1,000.00			X		OTO Staff	
	Old furniture haul out	2	1	\$250.00			X		Rick Axe	
	Paint & finish	2	1	\$250.00			X		OTO Staff	
	Wiring upgrades - in extension	2	3	\$500.00			X		Electrician	
	Design Layout & Lease & Building Permit requirements	3	3	TBD			X		Arch. illustrator/Staff, City of Ouray	
	Hard materials	3	3	\$1,000.00			X		Contractor	
	Labor	3	3	\$2,500.00			X		Contractor	
Visitor's Center Upgrades 10 year plan										
Upgrade	Sub-tasks	Priority (1 - vital i.e. broken or essential for health & safety, 2 - necessary soon, 3 - wish list)	Timline (1,3,5,10 years)	Cost	Building / Facility Maintenance	Visitor's Services Contracted Cost	Other Cost - OTO Admin, DMMO contract	Completed	Contractor/Partner	Notes
Garage cleanout	Raffle drum storage & repair issues	1	1	\$100.00			X		Rick Axe, OTO Staff	
	Redline all old equipment & haul out	1	1	\$250.00			X		Rick Axe, OTO Staff	
	Redo shelving arrangements to make it safe & accessible to key utilities	1	1	TBD			X		Rick Axe, OTO Staff	
Event Closet cleanout	Clean out/toss/donate old event boxes & exhibition items	2	1	TBD			X		OTO Staff	
	Re-label all usable equipment clearly	2	1	TBD			X		OTO Staff	
	Reorganize for better/safer access	2	1	TBD			X		OTO Staff	
Other Issues - non VC related	Cardboard recycling	3	1	TBD					OTO, City of Ouray, other committees	Need to develop a long-range solution for business not just residential
	Other community recycling / composting projects	3	3	TBD					OTO, City of Ouray, other committees	Need to develop a long-range solution for business not just residential

VISITOR'S SERVICES CONTRACT ADJUSTMENTS/ADD-INS: \$43,746**
April 1, 2019 - December 31, 2019

Cut services to reinstate: \$13,056

- Staffing adjustment for 2 part-time summer positions to keep VC open until 6 pm: \$13,056
 - *Total cost to organization (base salary + taxes)*
 - Adjusted Visitor's Center Hours for 2019 will be:
 - January 1 - May 26, 2019: Mon-Sun: 10 am - 4 pm
 - May 27 - September 2, 2019: Mon-Sat: 9 am - 6 pm, Sun: 9 am - 4 pm
 - September 3 - October 6, 2019: Mon-Sat: 9 am - 5 pm; Sun: 10 am - 4 pm
 - October 7 - December 31, 2019: Mon-Sun: 10 am - 4 pm

Expanded Services / Re-Allocations: \$20,790

- Current VS Concierge Staffing hourly rate adjustments to match Pool & Box Canyon: \$3,000
 - *Total cost to organization (base salary + taxes)*
- Current VC Manager hourly rate adjustment to match regional industry standards: \$1,827
 - *Total cost to organization (base salary + taxes)*
- Time allocation adjustment for ED Time spent on VS management (shift from 0% to 10%): \$6,963
 - *Total cost to organization (base salary + taxes)*
- Expanded Fiber program to include new hardware and wiring installation & VOIP phones at VC: \$9,000

Contingency - increase from 3% to 10%: \$9,900

- \$2,985 already budgeted in existing contract (3.24% of \$92,019), total contingency for expanded 2019 services would be \$12,885 (10% of \$128,850)

OTO recommendation for unspent contingency funds from 2019 VS contract: put toward Visitor's Center Visitor's Services improvements as outlined in the maintenance plan that are appropriate to fund according to the definition of the Tourism Fund.

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 C 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 B. 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.

EXHIBIT C REAL PROPERTY LEASE TERMS

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

DISCUSSION ITEMS (May 20, 2019)

City Hall 2nd Floor Office Space

Background – For many years, the City of Ouray has contemplated options for office space as we have outgrown the current space we have at City Hall. We have critical positions that are in need of private office space due to confidential matters that are handled. These employees currently function without privacy and in an open room office design. While going through the process of updating the San Juan room, City staff has proposed the idea of utilizing the storage space on the south side of the San Juan room as office space. This space could provide potentially three offices and a conference room depending on design. Jennifer Miller and Dave Doherty will provide a presentation to Council and the public on this topic.

Future Agenda Items – Council discussion about future agenda items.