

Ouray City Council Regular Meeting
Monday, May 2, 2022 6:00 PM

Massard Auditorium -
<https://zoom.us/j/9349389230> password 491878
or dial 408-638-0968
320 6th Ave
Ouray, CO 81427

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES - April 4, 2022
5. PUBLIC HEARINGS - Tavern Liquor License. The Gray LLC dba The Gray, 929 Main Street, Suite B
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk
8. DEPARTMENT REPORTS
 - 8.a. City Administrator
 - 8.b. Police Chief
 - 8.c. Fire Chief
 - 8.d. Public Works Director
 - 8.e. City Resources Director
9. ACTION ITEMS
 - 9.a. Consideration of Tavern Liquor License. The Gray LLC dba The Gray, 929 Main Street, Suite B
 - 9.b. Ratification of Ouray Volunteer Fire Department New Member - Mike Trahan
 - 9.c. Consideration of Agreement with Karsh Hagan for Branding Services (Discovery Phase) from LOT Funds at the Recommendation of TAC
 - 9.d. Ordinance 5 Series 2022 - ADU Owner Occupancy & Rental Period Changes
 - 9.e. Ordinance 6 Series 2022 - Adjusting Appointment Terms of the Parks and Recreation Committee
10. DISCUSSION ITEMS
 - 10.a. Future Agenda Items
11. EXECUTIVE SESSION
12. ADJOURNMENT

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Ethan Funk: Present
Tamara Gulde: Present
Peggy Lindsey: Present
Josh Smith: Present
K. John Wood: Present

1. CALL TO ORDER

Mayor Funk called the meeting to order at 6:00 pm. Mayor Funk asked for a moment of silence for Bill Fries, aka C.W. McCall, former singer and Ouray mayor who passed away on Friday, April 1st.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. CEREMONIAL/INFORMATIONAL - Public Information Regarding the Proposed Water Treatment Plant Project - Element Engineering

Nicholaus Marcotte from Element Engineering presented their update on the Water Treatment Plant project designs. 60% plans have been submitted. Mr. Marcotte gave a brief overview of why the project is necessary, and noted that the water quality is generally very good, but the potential cross-contamination with surface water dictates that the City must construct a water treatment plant. Mr. Marcotte said the treatment plant is very efficient in terms of water lost during the treatment process. Mayor Funk asked, in the case of wildland fire, if the treatment process could be bypassed for firefighting. Mr. Marcotte said they're not allowed to install a physical bypass, but they could install pre-treatment fire hydrants for that purpose. The Environmental Assessment draft is complete and available for public review. No concerns have been raised by reviewing agencies so far; they are still waiting for some agencies' reviews. Councilor Gulde asked about the cost of the filters, and how often they will need to be replaced. Mr. Marcotte said the useful life is highly variable based on water quality, but could be around 8 years before they need to be replaced. Mayor Funk asked if the skids could be brought online at different times to alternate replacement schedules for each membrane. Mr. Marcotte said it would be better to, in low demand times, equally use all 3 skids at a lower rate to slow the wear on the filters. Councilor Wood noted that the City will need to get details on operation and maintenance costs after the plant is brought online to have money available when filters need replaced.

5. PUBLIC HEARING - Regarding the Proposed Water Treatment Plant Project

Mayor Funk opened the floor for public comment on the Proposed Water Treatment Plant project. Since there were no comments, Mayor Funk closed the floor.

6. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. Kevin Koprek said he emailed the Council and City Administrator Silas Clarke about the changes to the Via Ferrata guide qualifications, stating he felt the regulations were unfair. Mr. Koprek asked the City to take a stand on the board's new regulations. Logan Tyler said the recent changes have made him unable to guide on the Via Ferrata this year because of new regulations that were released at the last minute. Mr. Tyler said he can't find a meeting schedule or list of board members on Friends of the Via Ferrata, and believes there is a lack of transparency with the board. Councilor Wood asked what certifications and qualifications Mr. Tyler and his employees held, and which of those he felt was more applicable to the Via Ferrata. Mr. Tyler stated his guides have Wilderness First Responder certification. Other countries have Via Ferrata-specific certifications, but the US currently doesn't

have an operations standard for Via Ferratas. Mr. Tyler said his guides do yearly in-house trainings with IMFGA, operations and safety protocols, and emotional response training.

7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk

Councilor Gulde - Tri-Agency dinner will be held on May 4th. Working on presenters for the event. CEDC roundtable was postponed because one of the speakers could not attend on the original date; looking to reschedule in April. CEDC meeting April 14th at 8:30 am. Committee is looking for at-large members. ORCA meeting on April 7th at 2:30 pm at the 4-H Center. IPAT meeting on April 27th at 5:30 pm.

Councilor Lindsey - Beautification Committee meeting was postponed to April 13th at 8:00 am. Councilor Lindsey also announced that Administrator Clarke closed on a home in Ouray last week.

Councilor Wood - TAC meeting tomorrow, will be organizing leadership and reviewing proposals from branding consultants. Councilor Wood will not be able to attend. Councilor Gulde volunteered to attend in his place.

Mayor Pro Tem Smith - PARC has not met, nothing to report. Mayor Pro Tem Smith reminded the audience about open seats on PARC committee.

Mayor Funk - nothing to report. Mayor Funk announced that he will be out of town starting this Wednesday through the next Friday, and has arranged for council coverage at his meetings.

8. DEPARTMENT REPORTS

a. City Administrator

US Congress renewed direct funding requests. City will submit applications to Senator Hickenlooper for a redundant water line and for a geothermal study. Visitor center update of new office space and cash register desk will be complete in the middle of the month, planning to reopen on Friday, April 15th. John Nixon will be receiving a payment for the easement, removing his property from the geothermal water system. Two variance requests submitted to the County for trailside restrooms at the Ice Park/Via Ferrata, one for the holding tank, and one for the building. Tourism Director applications are coming in, as well as HR Manager applications. Mr. Clarke outlined the HR Manager transition plan. Councilor Wood asked about the 75% plan review for the Wastewater Treatment Plant since he could not attend. Mr. Clarke said the loan application went in for \$18,485,000. When the meeting started the estimated cost was at \$18.7 million with a list of potential cuts and additions. At the end of the meeting, \$2.2 million had been cut from the original \$20,500,000 price point. The estimated price includes 10% contingency.

b. Police Chief

Chief Wood read his department report.

c. Fire Chief

Report in packet.

d. Public Works Director

Tentative schedule to paint parking spots on Main St is May 4th and 5th, and CDOT will paint the crosswalks. Councilor Gulde asked about street cleaning before painting. Mr. Coleman said he is working with the Fire Department, but nothing has been scheduled yet.

e. City Resources Director

Report in packet.

9. CONSENT AGENDA - Liquor License Renewal - Alpenglow Properties Ouray, Inc. dba Twin Peaks Lodge & Hot Springs

I make a motion to approve the Consent Agenda. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

10. ACTION ITEMS

a. Approval of Engagement Letter with Butler Snow LLP for Bond Attorney Services

Motion to approve the letter of engagement. This motion, made by Tamara Gulde and seconded by K. John Wood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
b. Resolution 08, Series 2022 - Adopting Juneteenth City Holiday
Motion to approve Resolution 8. This motion, made by Tamara Gulde and seconded by K. John Wood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
c. Resolution 09, Series 2022 - Adopting a Public Hearing Procedure for City Council
Motion to approve Resolution 9. This motion, made by K. John Wood and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
d. Resolution 10, Series 2022 - Approving the Ouray Trail Group's Perimeter Trail Master Plan for Submission to the U.S. Forest Service
Motion to approve Resolution 10. This motion, made by K. John Wood and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
Councilor Wood asked if adopting the Resolution will set a precedent for the Ouray Trail Group to need City approval, since they have been operating completely separately until now. Mr. Clarke said the Forest Service is looking for major constituent buy-in on the Ouray Trail Group's plans. Steve Boyle clarified that any prior permissions given to the Ouray Trail Group have been informal, but the Forest Service and Trail Group are in agreement that the plan should be formally documented with buy-in from the major landowners.

11. DISCUSSION ITEMS

a. Future Agenda Items

List in packet.

b. Short-term Rental Reporting and Cap Evaluation

Requests for reporting on Short-term rental licenses and cap. Now that condotel units have been determined to not be included in short-term rental regulations, there is discussion of lowering the cap by the 11 condotel units that were originally accounted for in the 120 cap set last year. Community Development Coordinator Ms. Oswald said the license information on the City webpage is currently up to date. Council requested that Ms. Oswald include the license count in her staff reports each month. Councilor Gulde is in favor of leaving the cap where it is. Councilor Wood agreed. Councilor Gulde would also like to look at tap and EQR rates, so that a one bedroom apartment would not cost the same as a large house.

12. EXECUTIVE SESSION - Executive session pursuant to C.R.S. 24-6-402(4)(b) and (4)(e) for a conference with the City attorney for the purpose of receiving legal advice on specific legal questions and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding the IGA between the City and County concerning Urban Growth Areas

Motion to move into executive session at 7:49. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

13. ADJOURNMENT

Motion to adjourn at 8:29 pm. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, April 4, 2022. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, April 4, 2022.

Melissa M. Drake, City Clerk

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 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
The Gray LLC FEIN Number 87-4472864

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
The Gray 95087907-0000 46297010215

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
929 Mainstreet, Ste B

City County State ZIP Code
Ouray Ouray CO 81427

4. Mailing Address (Number and Street) City or Town State ZIP Code
PO Box 1394 Ouray CO 81427

5. Email Address
thegrayouray@gmail.com

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
KJ Wood Distillers LLC 03-01023 manufacture (Distillery + rectifier) March 19, 2023

Section A Nonrefundable Application Fees* Section B (Cont.) Liquor License Fees*

<input type="checkbox"/> Application Fee for New License \$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00 <input type="checkbox"/> Application Fee for Transfer \$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input checked="" 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
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Section B Liquor License Fees*

<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input 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"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input checked="" 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
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*** Note that the Division will not accept cash**

Questions? Visit: SBG.Colorado.gov/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 \$
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Name	Type of License	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):				
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"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
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"/>		
13 a. 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"/>		
13 b. 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 <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<i>The Bee, Hickman, NE (no current interest)</i>				
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
<i>Bell Hous LLP</i>	<i>The Gray, LLC</i>	<i>March 31, 25</i>		
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
<i>N/A</i>				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<i>N/A</i>				
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. <i>N/A</i>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted? <i>N/A</i> <input type="checkbox"/> <input type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart) <input type="checkbox"/>				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. <i>N/A</i>				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <i>N/A</i> <input type="checkbox"/> <input type="checkbox"/>				
If "yes" a copy of license must be attached.				

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

Name	Type of License	Account Number	
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature <i>Sarah Gray</i>	Printed Name and Title <i>Sarah Gray Owner</i>	Date <i>3/23/22</i>	
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority <i>3/28/2022</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>5/2/2022</i>		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license			
(Check One)			
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority			
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No	
	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	Yes	No	
	<input type="checkbox"/>	<input type="checkbox"/>	
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	Yes	No	
	<input type="checkbox"/>	<input type="checkbox"/>	
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for <i>CITY OF DURAY</i>	Telephone Number <i>970-325-7211</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature	Print	Title	Date

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Heather Clark

Business Goldcrest Bar & Grill

Business Address 800 Main St Ouray Co 81427

Signature Heather Clark

Date 4/28/22

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Andy Carris

Business THE BURNING ASS TRADING CO.

Business Address 725 MAIN STREET

Signature 

Date 04/28/22

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 TRINA PULLIG

Business OURAY DOG CO.

Business Address 1900 MAIN ST. 7B

Signature 

Date 4/28/22

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Lorah Carrie

Business The Shaggy Coo

Business Address 505 Main St. Ouray

Signature Lorah A. Carrie

Date 4/29/2022

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Tony Schmidt

Business OURAY MEAT & CHEESE MKT

Business Address 736 Main ST

Signature 

Date 4-28-2022

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Crysta Orr

Business Full Tilt Saloon

Business Address 726 Main St

Signature 

Date 4-28-22

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

City Administrator
Report for May 2, 2022 City Council
April 18 – April 29, 2022:

Visitors Center:

The Visitors Center (VC) reopened on Saturday, April 23 and both Paula Damke, Coordinator and Mary Gretz, Customer Service Associate are working. The Center is back to open seven days per week and we are working on the new summer hours that will be implemented prior to Memorial Day. Volunteers are being contacted to assist with the operating hours. The Visitors Center guide continues to be worked on by Paula Damke and will be reviewed very soon.

Water Treatment Plant:

Element Engineering, Moltz and the City met on April 20, 2022 to discuss the cost estimate. The current estimate is \$11.1 Million, however we discussed in depth some value-added engineering to get the cost back down to around \$10 Million. This includes discussion on the HVAC system and the water tank material. The Environmental Review was completed and submitted to CDPHE; they now have a 30-day review period.

Wastewater Treatment Plant Funding:

The Colorado Water Resources & Power Development Authority sold the WWTP bond at an all-in Yield of 3.86%, so with the 20% subsidy from the Authority, the City will be receiving a 3.09% interest rate for 30 years. The total amount of the bond for project expenses is \$18,485,000, however the total amount for repayment is \$17,330,308 because the Authority bonds we sold at a premium (Authority “took more principal than par amount for a little higher coupon interest rate that will be paid on their bonds”).

Tourism & Destination Marketing Director:

Again, a big thank you to Hillary Lewkowitz, Destination Development Program Manager of OEDIT; Autumn Bailey, CCEC; Alyssa Preston of TAC; Bill Hall of Ouray Chamber; and Ingrid Vanderploeg, BrickHouse 737 and Holand.com for assisting in the application review and interview panel.

The group unanimously agreed on the top candidate. Hilary Lewkowitz and I conducted a second interview with the candidate on Tuesday, April 26 to ensure the right fit for the position. The candidate has until Monday, May 2 to decide on the job offer.

Wayfinding Project:

Tangram Design and I are currently working on potential dates for a kick-off meeting in May. I have reached out to CDOT for a representative on the committee. The Tangram team will be providing a full schedule once the kick-off meeting is set.

SMPA Transformer (ChargePoint Stations in Pool Lot):

The Transformer has been delivered and ChargePoint is hopeful the electric vehicle charging station will be active by the end of May.

Main Streets Meeting:

Colorado Department of Local Affairs will be conducting a kick-off meeting with the Main Streets Steering Committee on May 9th (time will be set soon). The Committee members were taken from each of the standing City committees as adopted by Council through the CEDC recommendation. We talked to each of the committee chairs and if they were not interested asked for volunteers from the other members. We also have representatives from the Ouray Historical Society and Ouray Chamber.

Upcoming Ouray County Meetings for City Projects:

May 3rd at Ouray County Land Use Office, Ridgway:

4:00 Public Hearing – The Ouray Area Joint Planning Board will hold a public hearing to review and make a recommendation to the Board of County Commissioners for an application made by the City of Ouray for a Public Utility – Special Use Permit Amendment to update the existing waste water treatment facility located at 15137 Highway 550.

5:00 Public Hearing – The Ouray Area Joint Planning Board will hold a public hearing to review and make a recommendation to the Board of County Commissioners for an application made by the City of Ouray for a Public Utility – Special Use Permit to construct a fresh water treatment facility and a 1 million gallon water storage tank at S: 31 T: 44 R: 7, Parcel I.

May 10th at 4-H Event Center, Ridgway:

10:30 The Board of County Commissioners will convene as the Board of Health to consider the following application: **(1 hour)**

(Public Comments may be submitted in writing prior to the hearing and should be received no later than 3:00PM on May 9, 2022. Alternatively, written and/or oral testimony will be taken at the public hearing.)

Applicant: City of Ouray

Agent: Mark Iuppenlatz (Friends of the Via Ferrata) and Peter O'Neil (Ouray Ice Park, Inc.)

Location: S: 31 T: 44 R: 7 PARCEL I (17.4 acres) S: 6 T: 43 R: 7 PARCEL II (6.7 Acres) as shown on the plat of survey recorded at Reception #207391

Request: Request for approval of a variance from the prohibition of Vault Privies in Appendix A of Ordinance 2018-001 for the purpose of constructing a new bathroom facility near the Perimeter Trail and the Via Ferrata:

11:30 The Board of County Commissioners will convene as the Board of Adjustment to consider the following application: **(30 minutes)**

(Public Comments may be submitted in writing prior to the hearing and should be received no later than 3:00PM on May 9, 2022. Alternatively, written and/or oral testimony will be taken at the public hearing.)

Applicant: City of Ouray

Agent: Mark Iuppenlatz (Friends of the Via Ferrata) and Peter O'Neil (Ouray Ice Park, Inc.)

Location: S: 31 T: 44 R: 7 PARCEL I (17.4 acres) S: 6 T: 43 R: 7 PARCEL II (6.7 Acres)
as shown on the plat of survey recorded at Reception #207391

Request: Request for approval of a variance from the 25 foot setback standard in Land Use Code Section 3.8A5 for the Alpine Zone for the purpose of constructing a new bathroom facility near the Perimeter Trail and the Via Ferrata:

May 24th at 4-H Event Center, Ridgway

1:30 Special Use Permit Amendment – Public Utility:

(Public Comments may be submitted in writing prior to the hearing and should be received no later than 3:00PM on May 23, 2022. Alternatively, written and/or oral testimony will be taken at the public hearing.)

Request: Review a recommendation from Planning Commission and Staff regarding an application for approval of a Public Utility – Special Use Permit Amendment to update the existing waste water treatment facility

Applicant: City of Ouray – Silas Clarke, Authorized Agent

Location: 15137 Highway 550, Ouray

3:00 The Board of County Commissioners will convene as the Board of Health to consider the following item:

(Public Comments may be submitted in writing prior to the hearing and should be received no later than 5:00PM on May 23, 2022. Alternatively, written and/or oral testimony will be taken at the public hearing.)

Request: Request for approval of a variance from the prohibition of Vault Privies in Appendix A of Ordinance 2018-001:

Applicant: City of Ouray – Silas Clarke, Authorize Agent

Location: S: 31 T: 44 R: 7 PARCEL I

3:30 Special Use Permit – Public Utility:

(Public Comments may be submitted in writing prior to the hearing and should be received no later than 3:00PM on May 23, 2022. Alternatively, written and/or oral testimony will be taken at the public hearing.)

Request: Review a recommendation from Planning Commission and Staff regarding an application for approval of a Public Utility – Special Use Permit to construct a fresh water treatment facility and a 1 million gallon water storage tank.

Applicant City of Ouray – Silas Clarke, Authorized Agent

Location: S: 31 T: 44 R: 7 PARCEL I

City of Ouray Police Department

April 2022

For the month of April 2022 OUPD ran approximately 401 calls for service as of noon 4/29/22. This 134 less than last month's calls for service. By comparison we ran 406 calls for service as of noon on 4/29/2021.

This month's calls included:

- **228 Patrol checks** (includes safety patrols, directed patrols and security checks)
- **24 Parking complaints** (less than half of last month's 55)
- **1 Motorist assists**
- **11 Traffic stops** (10 more than March, about half for speeding)
- **11 VIN inspections**
- **9 Bar checks**
- **1 Noise complaint** (restaurant on Main St.)
- **1 Theft report**
- **1 Disturbance** (bar fight)

Recent Events:

As is apparent by the statistics, Ouray is in the off season and our calls for service reflect that. We have taken advantage of the slower pace to get our department ready for summer. We have ordered new uniforms, obtained additional training and gear for safely restraining belligerents, and upgraded our vehicle lock-out kit for emergency vehicle entries.

Upcoming Events:

The Ouray Police Department is preparing for several road closure events in the near future which will affect traffic flow on southbound Rt 550. These will begin in early/mid-May. The closure times will be similar to what occurred last September.

Fire Department Report for April, 2022

04/29/22

The Fire Department is working with public works and CDOT to clean Main Street on Saturday the 30th.

2 training opportunities in the County for the month of March

Live Structure Fire Training On 5/7 in Ridgway. RFD, OFD, EMS, and Loghill

Planning Fireworks and 4th of July and Fire Departments

Nothing else to report for April

Calls for April

4.1 – Hwy 550 Accident

4.9 – Prescribed burn out of control (Mutual Aid)

4.22- Chimney fire

4.23 – Tree on powerline oak street

4.27 – Tree on powerline whispering pines

Public Works April 2022 Update

Water

- Water Usage Numbers for **March:**
 - Influent (Water from spring) – 25,910,144 Gallons
 - Effluent (Water to town) – 14,783,430 Gallons
 - Ice Park – 1,161,480 Gallons
 - Mineral Farms – 193,000 Gallons
- A team review meeting of 60% design plans was held on April 20th. Element Engineering, Moltz Construction and City staff were able to work through the plans together and some good conversations and value engineering took place. Additional geotechnical drilling prior to final design is required. This was already in the geotechnical engineer's scope of work and will not cost additional money. However, the drill locations will need to be cleared of trees for drill rig access. The locations of the bores has been given to City Staff and we are currently working to get this scheduled as quickly as possible. The environmental assessment was completed and submitted to CDPHE on April 15th. Based on the review timeline by CDPHE we expect to stay on schedule for the June loan application deadline.
- Continued to monitor and sample chlorine residuals at the two entry points of the distribution system. The City has been in compliance and meeting all CDPHE requirements.

Sewer

- Continued effort working with JVA and Moltz Construction to get to 90% design. We have talked about more value engineering ideas in the process design such as a smaller screw press sizing/optimization. Below is a schedule update:
 - 90% drawings and specifications completed – 6/21/22
 - Scheduled Workshop – 6/28/22
 - 90% GMP – 7/20/22
 - Notice to Proceed – 8/1/22
- Continued to clean head works two to three times daily.
- Continued to skim lagoons of debris as needed.
- Continued collecting samples twice a week for CDPHE to test for SARS-CoV-2 RNA in the municipal wastewater stream. This data is compared to other surveillance data to give a more complete picture of COVID-19 in Colorado communities.

Streets

- Began grading roads throughout town. Crews will be adding road base and grading roads in the month of May. Mag Chloride application is scheduled for June 1st and 2nd.
- Snow removal from parking spaces on HWY 550 as needed.
- Snow plowing and snow removal operations as needed.
- Began taking chains off heavy equipment and transitioning over to summer operations.

City Resources Department

May 2, 2022

- The Easter egg hunt at Hot Springs Pool on April 16 was a big success.
- The Hot Springs Pool was closed for five days in April. During this time work was prioritized to accomplish tasks that cannot be completed while there are customers in the facility. Some of the work completed includes:
 - Geothermal pools were drained, power washed and treated with ascorbic acid (vitamin C)
 - Men's locker room painted, tiles repaired in the showers, shower heads treated for calcium build-up. Pool Rules and other signage reinstalled.
 - Lobby was cleaned, rearranged, and organized for efficiency of customer check-ins.
 - Both locker rooms, the lobby, and the lifeguard room were thoroughly cleaned and sanitized
 - Three thermal blankets were taken to Grand Junction for repairs and picked up by the end of the week. Pool staff was told by the repair shop this is the last time two of the blankets can be sewn because of degradation of the fabric.
 - Silt in the settling tanks in discharge system was pumped. The heat recovery tank (for activity and lap pools heat exchange systems) was pumped.
 - The main water circulation pump was replaced with a rebuilt unit. The pump that had been removed will be rebuilt and stored onsite for the next scheduled maintenance or on-hand for emergency use.
 - Gutter tiles were repaired and replaced in sections where the tiles had come loose.
 - Cracks in the plaster shell of the Hot Pool were filled with expansive plaster repair material.
 - This is the first complete pool shut down since prior to Covid in 2020.
 - Immediately following the pool closure Ouray experienced a significant dust storm that dirtied all the pools and deck. Staff have been vacuuming the pools all week to remove the dirt deposited by the storm.
- Slides are being prepped for operation later in May. The slides are being waxed, joints sealed, monitor installed, and will be inspected by CIRSA and the State of Colorado prior to Memorial Day.
- Uniforms for summer staff have been ordered and delivered.
- The Wolf Pack Swim Team will be participating in Special Olympic Western Regional meet Saturday May 7 in Delta.
- Multiple School groups, local and regional, are scheduled for visits to the Hot Springs Pool during the month of May.
- Hot Springs staff have participated in Job Fairs in Montrose, Ridgway and Ouray. The incentive program from last summer for employee referrals has been continued this season. Advertising for employees is placed in local and regional newspapers, on the Hot Springs Pool website, Colorado Parks and Recreation Association, Facebook, Indeed, and other electronic media. Currently the Hot Springs Pool has approximately one half the number of lifeguards needed to operate the swimming pool during summer months.
- Multiple Lifeguard Certification classes are scheduled in May and June.
- Hot Springs Pool management staff and lead staff participated in Reasonable Suspicion training and Workers Compensation training.
- Along with other City staff, met with Williams Construction and the homeowner on Oak Street where the Box Canon geothermal line will be replaced.
- All Box Canon Falls Customer Service Associates from last season have returned for another season at the Park. Training and orientation has taken place so staff are comfortable and familiar with the new

point of sale operating system. Additionally, orientation included review of Park rules and improvements that have been taking place at the Box Canon Falls during the off-season.

- Box Canon Falls opened April 29, 2022.
- The woven wire fence along the High Bridge Trail has been removed. Construction crews are currently installing new fence posts. Cable will be strung along the posts once the concrete has cured.
- A separate crew is working on the fence on the High Bridge. This work can be conducted while the park is open with temporary closures of the bridge itself as necessary.
- A new hand rail has been installed on the steps on the Trail to the Falls.
- A large rock fell from a cliff onto the Trail to the Falls. The rock is currently partially blocking the trail.
- A hand rail has been installed on the rocky section of the High Bridge Trail.
- Hot Springs Pool staff helped with the set-up and installation of the point of sale system at the Box Canon Falls. Once the system has been in use at the Box Canon Falls for several weeks the team will reconvene to discuss possible changes to improve user interface, reports, and efficiency of the system.
- Met with Beautification Committee at their regular meeting, and met again at Rotary Park to develop a plan for tree watering. Staff and volunteers are coordinating their schedules for getting the flowers out on Main Street in June.
- Parks and Facilities staff is involved with creation of office space for City staff and City Council Chambers in the San Juan Room.
- The seasonal Gardener and Parks positions have been filled. These individuals will begin work during the first two weeks of May.
- One of the year-round Parks employees is out on leave for much of May.
- Assisted with the Friends of the Library Fashion Show at the Ouray Community Center.
- Assisted the Ouray County Artists Association with removal of the art work from the San Juan Room to minimize possible damage during construction of City offices in that space.
- Turf at Fellin Park has been aerated. Sprinklers will be turned on soon.
- The Woman's Club of Ouray County is planning a work day at Woman's Club Park May 16th.
- The red slide at Fellin Park is scheduled for installation prior to Field Day at the end of the school year. Installation had been postponed because of weather conditions and due to employee absences.
- The new office at Visitor Center has been completed.
- A large order of paper products has been delivered to minimize supply chain issues and to get through the busy summer season.
- Trees planted in the berm at Rotary Park are being watered regularly by City staff and volunteers.
- Windows in the San Juan Room were replaced this week.
- Working closely with Mountain Air Music for June concerts at Fellin Park.

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 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
The Gray LLC FEIN Number 87-4472864

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
The Gray 95087907-0000 46297010215

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
929 Mainstreet, Ste B

City County State ZIP Code
Ouray Ouray CO 81427

4. Mailing Address (Number and Street) City or Town State ZIP Code
PO Box 1394 Ouray CO 81427

5. Email Address
thegraysouray@gmail.com

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
KJ Wood Distillers LLC 03-01023 manufacture (Distillery + rectifier) March 19, 2023

Section A Nonrefundable Application Fees* Section B (Cont.) Liquor License Fees*

<input type="checkbox"/> Application Fee for New License \$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00 <input type="checkbox"/> Application Fee for Transfer \$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00
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Section B Liquor License Fees*

<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input 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"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input checked="" 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
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*** Note that the Division will not accept cash**

Questions? Visit: SBG.Colorado.gov/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 \$
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Name	Type of License	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):				
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"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
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"/>		
13 a. 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"/>		
13 b. 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 <u>current</u> financial interest in said business including any loans to or from a licensee. <i>The Bee, Hickman, NE (no current interest)</i>		<input checked="" type="checkbox"/> <input 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? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>Bell Haus LLP</i>	Tenant <i>The Gray, LLC</i>	Expires <i>March 31, 25</i>		
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 <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
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. <i>N/A</i>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <i>N/A</i> <input type="checkbox"/> <input type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart) <input type="checkbox"/>				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. <i>N/A</i>				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <i>N/A</i> <input type="checkbox"/> <input type="checkbox"/>				
If "yes" a copy of license must be attached.				

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

Name	Type of License	Account Number	
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature <i>Sarah Gray</i>	Printed Name and Title <i>Sarah Gray Owner</i>	Date <i>3/23/22</i>	
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority <i>3/28/2022</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>5/2/2022</i>		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license			
(Check One)			
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority			
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No	
	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>	
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>	
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for <i>CITY OF DURAY</i>	Telephone Number <i>970-325-7211</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature	Print	Title	Date

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Heather Clark

Business Goldcrest Bar & Grill

Business Address 800 Main St Ouray Co 81427

Signature Heather Clark

Date 4/28/22

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Andy Carris

Business THE BURNING ASS TRADING CO.

Business Address 725 MAIN STREET

Signature 

Date 04/28/22

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 TRINA PULLIG

Business OURAY DOG CO.

Business Address 1900 MAIN ST. 7B

Signature 

Date 4/28/22

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Lorah Carrie

Business The Shaggy Coo

Business Address 505 Main St. Ouray

Signature Lorah A. Carrie


Date 4/29/2022

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Tony Schmidt

Business OURAY MEAT & CHEESE MKT

Business Address 736 Main ST

Signature 

Date 4-28-2022

As a Ouray business owner, I hereby state my support for the issuance of a Tavern Liquor License to The Gray, 929 Main Street, Suite B, owned by The Gray LLC. As grounds for my support, I state that as a business owner, I believe that The Gray, 929 Main Street, Suite B will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcohol beverages at The Gray 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 Crysta Orr

Business Full Tilt Saloon

Business Address 726 Main St

Signature 

Date 4-28-22

OURAY VOLUNTEER FIRE DEPARTMENT MONTHLY MEETING

FEBRUARY 14, 2022

CALLED TO ORDER AT 6:30

ATTENDANCE AND REPORTS

14 members present; 2 excused; 8 absent
The Treasurer's Report was not read and approved.
Prior minutes were not read and approved.

DETAILED ATTENDANCE

Present

Adam Kunz, Bumper Williams, John Fedel, Craig Kaminsky, Chris Miller, Nathan Judd, Steve Martinez, Tom Tyler, Danny Wilbur, Patrick Rondinelli, Max Austin, Dave Turner, Jonatan Salazar, Sam Tyler

Excused

Tom Fedel, Chris Lee

Absent

Rick Colpitts, Steve Duce, Tyler Ferguson, Chris Folsom, Dack Klein, Kevin Koprek, Tim Pasek, Ted Pullig

OLD BUSINESS

None

NEW BUSINESS

New Membership - Mike Trahan applied to be on the department. A motion was made to admit Mike to the department. The motion was seconded and passed unanimously.

Audio - The department approved up to \$3000 for David Turner to purchase two speakers for our summer fund raisers.

ADJOURNED AT 6:55

KARSH HAGAN

MASTER SERVICES AGREEMENT

This Master Services Agreement by and between **K&H, LLC**, a Colorado limited liability company, with its principal place of business at 685 S. Broadway, Denver, CO, 80209 (“Agency” or “Karsh Hagan”) and the **City of Ouray** with its principal place of business at P.O. Box 468/320 6th Ave. Ouray, CO 81427 (“Client”), will detail aspects of the relationship between Agency and Client.

Effective date - Agency’s appointment under this agreement will be effective as of **May 3, 2022** will continue indefinitely unless and until terminated by either party.

1. **In Scope Services.** During the Term, Agency will provide to Client the services described in one or more scopes of work (each as: “SOW” and collectively the “SOWs”).
2. **Compensation.** It shall be our agreement that Karsh Hagan be paid for time and costs detailed in **Exhibit A - Scope of Work (SOW)** and any additional SOWs. **Exhibit B** details rates for time and services from which the SOW budget has been determined. **Exhibit C – Out of Scope Rates** details agency time and services that will be estimated, as required, for each project outside the SOW. Rates in Exhibit B and Exhibit C will continue to be used for the Client should additional SOWs be requested. Once a year Agency may submit new rates to Client for consideration and approval, based on cost-of-living adjustments.
3. **Expenses.** Unless otherwise set forth in the SOW, Client shall pay Agency for out-of-pocket ‘hard’ costs. All out-of-pocket production, paid media and research costs will be estimated and approved by the client in advance. Similarly, any additional out-of-pocket costs including but not limited to those listed here will be estimated and approved by the client in advance: including, but not limited to: research, e.g. third-party media research, syndicated research; research costs

outside the normal course of business; creative concept testing; on- and off-camera talent, printing and shipping, travel expenses, and the like.

Costs for traffic services, digital file transfers, video compression, digital media storage, HTML5 development and asset management will be estimated in advance and billed at \$25.00 per media vendor for traffic, \$50.00 for digital file transfer, \$25.00 for video compression, \$260.00 for digital media storage and \$2,500 annually for digital asset management. Studio time to execute these items will be billed at our rate card. A technology fee will be assessed on a yearly basis or on a scope or project basis to cover critical technology software. Hard costs will be billed with Client's prior written approval.

Written estimates will be prepared for all costs not covered in the SOW budget and will be counter-signed by Client prior to any expenditure. In order to reconcile budgets and/or estimates, costs may be transferred from one job to another within Client's projects. Should Agency go to outside talent for any services normally provided under the SOW budget, the Agency will absorb these costs. Client will pay for all other third-party costs, with prior written approval.

Purchasing of media, including: selecting, negotiating and contracting for media space and time, issuing instructions to stations and other media concerning the advertising to be run in the media, and supervising, checking and post-evaluating media performance in accordance with general advertising industry practice. All media will be purchased at the lowest available rates reasonably attainable. For the purposes of this Agreement, "media" shall mean all forms of media, including but not limited to TV, print, radio, digital, OOH/place-based. All media shall be purchased for Client with Agency acting as agent for a disclosed principal, and Agency shall be liable to media suppliers solely to the extent Agency has been paid by Client for such media purchases. Agency has the right to confirm with media vendors that they expressly agree to payment on such terms. In some instances, Client may be billed in advance for a media purchase, if required by the media vendor. Client agrees to pay such bill promptly to secure the media purchase.

A small portion of the overall media budget will be utilized to cover digital ad serving and ad ops costs for Internet related advertising placement.

Agency shall review all advertising placed, including verification of insertions, examination of quality of reproduction and of position of printed advertisements, and ensuring that the television and radio affidavits correspond to the approved schedule; and furnishing of media analysis and other media related services reasonably requested by Client.

In order to pay bills and maintain necessary credit, all media will be billed the month of closing. Production assignments will be progress-billed unless otherwise stated. For long-term, content and partnership projects where substantial amounts of monies must be advanced over a period of several months, a payment schedule will be negotiated in advance of starting the assignment. When applicable and/or necessary, media credits and other credits will be utilized to cover uncompensated agency time. In order to reconcile budgets and/or estimates, costs may be transferred from one job to another.

For all media expenditures, Agency will obtain Client's prior written approval before making commitments. If occasional circumstances necessitate that advance approvals be oral, Agency will obtain subsequent written confirmations as promptly as practicable. Electronic email shall constitute such written confirmation.

It is understood that Client reserves the right to modify, revise, or cancel any plans, schedules, or work, and in the event Client notifies Agency that Client wishes to do so, Agency will take steps as promptly as practicable to give effect to Client's instructions. In connection with any such action, Client agrees to reimburse Agency for any contracts and commitments Agency is unable to cancel, to reimburse Agency for any cancellation penalties imposed by any third party and to indemnify Agency for all claims and actions by third parties for damages in consequence of carrying out Client's instructions. Notwithstanding the foregoing, Client shall have no obligations to reimburse Agency for contracts or commitments which were not previously approved by Client in writing.

4. Out of Scope Services. Any services that are not specifically set forth in the SOW shall be considered out of scope services, including but not limited to: photography, broadcast and video production; interactive development, digital coding and other technology services; illustrations; studio time to finalize files; video editing, image retouching.

See **Exhibit C – Out of Scope Services** and hourly rates. If Client would like Agency to perform any out of scope services or to use any ideas, concepts, strategies, trademarks and material that Agency may present or provide to Client in connection with any potential out of scope services, Agency and Client will negotiate in good faith the terms of such services or such use, and, if Agency and Client reach an agreement, Agency and Client will execute a separate SOW setting forth the terms of such agreement.

5. Billing. K&H LLC agrees to tender billing at the close of each month. Client agrees to remit payment for all billings within thirty (30) days from the date of invoice. Unpaid balances beyond forty-five (45) days will accrue interest at a rate of 1.5% per month (annual percentage rate of 18%). Should outside vendors such as photographers and video production companies require upfront payments, Agency will bill to Client those vendor costs immediately upon receiving approved cost estimate and Client shall pay the same outside of the normal billing cycle.

6. Work Product and Ownership. Any advertisements or material (other than “Agency Materials” (as defined below)), prepared by or for Client hereunder and provided to Agency for use in connection with this Agreement, if any, shall be and remain the sole property of Client. All work product, reports, media programs, documentation, and deliverables authored, developed, produced or delivered by Agency in connection with the performance of Services hereunder for Client (the “Work Product”) will, upon payment of amounts owing to Agency, become and remain Client’s exclusive property, and title thereto shall be in Client, whether or not Client uses such Work Product. Agency hereby grants, assigns and conveys to Client all right, title, and interest in all Work Product, and agrees that the Work Product is a “work made for hire” under U.S. Copyright Law.

Client acknowledges that Agency may own certain non-digital materials created by Agency prior to or separate from Agency’s services for Client (“Pre-Existing Agency Materials”). Unless otherwise agreed by Client and Agency, Client shall have a non-exclusive, royalty-free license to use the Pre-Existing Agency Materials in the manner agreed upon by Client and Agency, solely in and as incorporated in the Final Materials furnished by Agency. Client also acknowledges that Agency may use in connection with its services for Client certain computer software (“Software”), as well as certain “Tools” (which shall be defined as certain knowledge, techniques, procedures, algorithms, protocols, routines and methods used in the creation of computer software (both object code and

source) and certain functionality thereof), which are and have been developed by Agency in the course of Agency's business and that Agency uses or may use for multiple clients or projects, and all such Software and Tools, including those developed by Agency in the course of Agency's services for Client, shall, as between Agency and Client, be and remain Agency's property. However, unless otherwise agreed by Client and Agency, to the extent the Software and Tools are included in any final Materials produced by Agency on Client's behalf, insofar as Agency's rights are concerned, Client shall have a non-exclusive, royalty-free license to use the Software and Tools in the manner agreed upon by Client and Agency, solely in and as incorporated in the Final Materials furnished by Agency. Pre-Existing Agency Materials, Software and Tools shall be collectively referred to in this Agreement as "Agency Materials."

Client acknowledges, understands and agrees that Agency may purchase third party licenses for products or services that are necessary for Agency to design and develop the Product. Such products may include, but are not limited to server-side applications, clip art, "back-end" applications, music, stock images, or any other copyrighted work ("Outside Content") which Agency deems necessary to purchase on behalf of Client to design and develop the Product. Client further acknowledges and understands that any Outside Content used to design and develop the Product is owned by Agency and/or such third parties and cannot be transferred to Client and is hereby specifically not transferred to Client and shall remain the property of Agency and/or such third parties (although the Agency will obtain any necessary licenses to enable Client to retain the right to use such Outside Content). Outside Content which is owned and/ or purchased by Agency may be used in the design and/or development of other products unrelated to Client's Product.

Client understands that much of the source code used by Agency in the development and design of the Product may be "open source" code. With respect to any open source code, the copyright agreements set forth in the Agreement do not apply.

7. Consumer and Third-Party Content. Certain digital projects allow consumers to upload, download and otherwise interact with the digital materials that Agency produces. Agency is not responsible for any consumer generated content (blogs, digital materials, comments, etc.) or for any use by third parties of materials that are contained in any digital materials. In addition, many websites and other digital materials link to one another, and Agency is not responsible for materials and websites to which any Agency produced digital materials link with Client's authorization (including

any references to those third party materials and websites (e.g., descriptions, titles, trademarks, etc.) included in Agency produced digital materials to delineate or describe the existence of the link) nor for third party materials or websites that link to any Agency produced digital materials. Agency makes no warranties, shall have no liability, and shall have no obligation to indemnify Client, in connection with these links, content or materials.

8. Marks. Client agrees to grant to Agency a nonexclusive, nontransferable, revocable, limited, sub-licensable license to use the applicable Client brand names and logos as provided by Client to Agency (“Marks”) solely for performance of the Services. Use of the Marks in materials presented or provided to third parties must be previously approved by Client in writing. Agency agrees that any goodwill created by Agency’s use of the Marks will inure to Client. This license is terminable upon written notice to Agency at Client’s sole discretion. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the use of any of Client’s trademarks, trade names, color combinations, insignias or devices is intended to be given or transferred to or acquired by Agency by the execution, performance or nonperformance of this Agreement. Agency acknowledges that Client is the sole owner of the Marks and of the goodwill associated therewith and that Agency hereby acquires no right, title, interest, or claim of ownership in or to any of the Marks. All uses of the Marks and the goodwill symbolized by and connected with such uses and displays will inure solely to the benefit of Client. Agency agrees not to contest Client’s ownership of the Marks nor to use the Marks in any manner other than as specifically provided herein.

9. Representations and Warranties. Agency represents and warrants: (i) it will perform the services under this Agreement in a professional and workmanlike manner, consistent with industry standards; (ii) its performance of this Agreement will comply with any and all federal and state laws, rules and regulations applicable to its business; (iii) all Work Product provided by Agency, if any, will not infringe on any third party rights (including intellectual property rights) when used unmodified and in accordance with third party rights of which Client is informed in writing; and (iv) it will use its best efforts to perform the services under this Agreement in a timely manner, in accordance with deadlines requested by Client.

Client shall be responsible for the accuracy, completeness and propriety of information concerning its products and services which it furnishes to Agency in connection with the

performance of this Agreement, and when applicable, Client represents and warrants that it has or will have, through written agreements with its employees, agents, representatives, and their party providers, all releases, licenses, permits or other authorization to use photographs, copyrighted materials, artwork or any other property or rights belonging to third parties for items that Client provides to Agency for use by Agency in performing Services and/or preparing Work Product for or on behalf of Client.

Agency shall use commercially reasonable efforts to promptly correct reproducible software errors in any digital materials developed by Agency which cause material non-conformance to the specifications set forth in the SOW and which affect multiple users of the digital materials, when such errors are reported to Agency in writing during the thirty (30) day period (or within the period specified in the applicable SOW, if different) from the commercial launch of the digital materials (the “Base Period”) or of which Agency otherwise becomes aware during the Base Period. If, after expiration of the Base Period, Client requests Agency to fix errors not reported to Agency in writing during the Base Period or in the event that Agency reasonably determines that any error reported to Agency during the Base Period was caused by Client’s actions or by Client’s failure to properly use any materials supplied by Agency, any services performed by Agency to correct such errors shall be considered out of scope services of which Agency shall be entitled to additional compensation.

Other than as set forth in **Representations and Warranties** above, Agency expressly disclaims all warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose with respect to its services and any material provided pursuant to this agreement or any SOW.

10. Indemnity. To the extent permitted under Colorado law, Client shall defend, indemnify and hold Agency, alliance partners, affiliate companies, and their respective directors, officers, employees, representatives, agents and consultants harmless from and against any third party claim, liability, loss, and/or expenses (including reasonable attorneys’ fees) such parties may sustain arising from or relating to: (i) any advertising materials or other materials which Agency places for Client, (ii) the nature or use of Client products, provided that such advertising was approved in writing by Client, (iii) Agency’s adherence to Client’s instructions, provided that such claim does not arise out of the willful misconduct or negligent, reckless or tortious acts or

omissions of Agency. Because Agency is performing and arranging for performance of only media planning and buying services, Client agrees to indemnify Agency against any liabilities, damages and expenses (including reasonable attorneys' fees) Agency may incur arising out of or in connection with the broadcast or other use of advertising Client requests that Agency place, provided that such advertising was approved in writing by Client.

Agency agrees to indemnify, defend and hold harmless Client, its officers, directors, employees, and representatives from and against any and all third-party claims, demands, regulatory proceedings, damages, costs (including, without limitation, settlement costs), and expenses (including, without limitation, reasonable attorneys' fees) ("Claims and Losses") arising from any claim excluding patents pertaining to libel, slander, defamation, copyright infringement, invasion of privacy, piracy, and/or plagiarism under U.S. law arising from Client's use in the United States, consistent with releases and agreements with third parties, of any Finished Materials that Agency creates or supplies to Client that have not been altered by Client, except to the extent that such claim arises from Client Elements (as defined below), and death or bodily injury to any person, or damage to real or tangible personal property, caused by the negligence or willful misconduct of Agency or its employees in connection with Agency's services pursuant to this Agreement or an SOW; for purposes of this Agreement, use in the United States includes use on Websites or in digital materials that are primarily directed to consumers in the United States. For purposes of this Agreement, "Client Elements" shall be defined as: (i) materials created or supplied by Client, (ii) any elements of any materials produced by Agency or any particular usage of such elements, for which Client undertakes to (or informs Agency that Client or a third party will) obtain permission or clearance, (iii) talent supplied by Client or with which Client, or another entity on Client's behalf, has entered into an agreement, (iv) agreements entered into (or that a third party alleges were entered into) by Client independent of Agency and (v) trademarks that Client has either supplied to Agency or has authorized Agency to use.

This Indemnification provision shall survive termination of this Agreement.

11. Limitation of Liability. Agency will endeavor to safeguard Client advertising materials in its possession, but it is understood that Agency will not be responsible should materials be lost, damaged or destroyed while in possession by Agency or a third party appointed by Agency unless

due to negligence. In the case where materials are lost or destroyed due to negligence, Agency will promptly replace the materials at its sole expense.

Agency's total aggregate liability for any claim of any kind arising out of or resulting from Agency's services pursuant to this Agreement or any SOW, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the compensation received by Agency from Client for the particular material which forms the basis of such claim.

In no event shall either party be liable to the other party for any special, indirect, incidental, consequential, exemplary, or punitive damages (including, without limitation, lost profits, lost savings or loss of good will) arising out of or in connection with a breach or alleged breach of this agreement, even if such other party has been advised of the possibility of such damages.

12. Confidentiality. Both during and after the term of this Agreement, Agency, its employees, agents and consultants shall use all reasonable efforts to prevent disclosure to any third party: (i) any proprietary information or data developed by Agency on behalf of Client or under this Agreement; and/or disclosed by Client to Agency, including, without limitation, any information regarding Client's operations, processes, products, concepts, ideas, inventions, formulations, improvements, packaging, trade secrets, marketing plans or strategies, or other confidential information or affairs (collectively, "Client Confidential Information"). Agency shall maintain the confidentiality of Client's Confidential Information and shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of Agency under this Agreement, and subject to confidentiality obligation at least as protective as those set forth herein. This obligation of non-disclosure and non-use of Confidential Information shall continue to exist for so long as such information remains Confidential Information.

13. Solicitation of Employees. During the term of this Agreement and for one (1) year after its termination, neither party here will, without the written consent of the other party, solicit the services, as an employee, consultant, or agent (either directly or indirectly) any person who is at a supervisor's level or above, (a) for possible employment or engagement of such employee in

any business; or, (b) to terminate his/her employment with the other party. If either party breaches the terms of this paragraph, the breaching party shall pay to the non-breaching party upon demand, an amount equal to two times (2x) the total annualized compensation (including any bonus or incentive) paid to the employee by the non-breaching party.

14. Arbitration. Any controversy or claim arising out of, or relating to, this contract shall be settled in District Court, Ouray, Colorado. The parties shall attend mediation prior to filing any court action. The Mediator shall be that person agreed upon by the parties within 15 days after a notice of intent to sue is given to one party by the other or, in the absence of such an agreement, shall be appointed by Client.

In the event this account is placed in the hands of an attorney for collection, Client agrees to pay all costs of collection including reasonable attorney's fees. Any amount due and owing which is reduced to judgment by a court of law shall continue to bear interest after judgment at the rate set forth in this agreement.

15. Financial Records. Agency recognizes that the financial stability of its advertising agency is important to Client. Agency invites Client or its designated agent to examine the financial records concerning Client's account with Karsh Hagan at any time.

16. Termination. Termination of this Agreement shall be at the option of either party following 90 day's written notice. The parties acknowledge that this Agreement may be terminated in its entirety or in part with respect to any product or brand specified herein or any particular assignment or project for any reason whatsoever.

Either party may terminate this Agreement for cause in the event the other party is in material breach of this Agreement, and the breaching party fails to cure the breach within thirty (30) days of receiving written notice thereof. The respective rights and responsibilities of Client and Agency will continue in full force during the notice period.

Termination of Agency's appointment will be effective at the end of the notice period and, as promptly as practicable, but in no event later than 90 days from notice of termination. Following the termination period, Client shall assume liability for any non-cancellable contracts made on Client's behalf by the Agency. Agency will bill Client for all amounts not subject to a good faith

dispute that remain due under this agreement to the extent it has not done so already and Client will pay such amounts.

Upon payment of all indebtedness owed by Client to Agency not subject to a good faith dispute, Agency will ship, electronically transfer or deliver to Client (or, if Client prefers, to any successor agency) at Client's expense, all materials belonging to Client that are in the possession or control of Agency; and Agency agrees to reasonably cooperate, at Client's expense, toward transferring all reservations, contracts and arrangements with advertising media and broadcasting time for which it has been paid and yet to be used, and all related rights and claims.

This Agreement shall terminate immediately upon the date on which a party files a petition in bankruptcy or for an arrangement or reorganization pursuant to the Federal Bankruptcy Act or any similar law, Federal or state, or is adjudicated a bankrupt or declared insolvent or shall make an assignment for the benefit of its creditors or shall admit its inability to pay its debts as they become due or shall consent to the appointment of a receiver of all or any material part of its property or on the ninetieth (90th) day following the filing by any third party of a petition in bankruptcy or for reorganization pursuant to the Federal Bankruptcy Act or any similar law, Federal or state, against a party, unless such petition is dismissed within such ninety (90) day period.

17. Governing laws. This agreement will be governed by the substantive laws of the state of Colorado without giving effect to any choice-of-law rules. Any dispute under this Agreement will be submitted to District Court, Ouray, Colorado after the mediation provision above is satisfied. Costs of mediation shall be borne equally. The prevailing party in a court action is entitled to costs, expenses and attorney fees be paid by the other.

18. Client Work for Agency Promotion. Occasionally, Agency may provide lists of representative clients to publications or for new business promotion and may use examples of Client work in Karsh Hagan marketing materials. Unless Client instructs Agency to the contrary, Client hereby consents that such use is acceptable.

19. Required notice under this Agreement should be mailed to:

CITY OF OURAY

Silas Clark, City Administrator
P: 970-325-7060
E: clarkes@cityofouray.com
City of Ouray
P.O. Box 468 / 320 6th Ave.
Ouray, CO 81427

AGENCY:

Kathy Hagan, Co-CEO
P: 303.539.4608
E: khagan@karsh.com
Karsh Hagan
685 S. Broadway
Denver, CO 80209

Please sign below to indicate your acceptance of the terms and conditions set forth in this agreement. Upon execution by both parties, this shall become a contract between the parties hereto.

CITY OF OURAY

By _____
Ethan Funk, Mayor

Date _____

ATTEST:

Melissa Drake, Clerk

Date _____

K&H, LLC

By _____
Kathy Hagan
Co-CEO

Date _____

**The City of Ouray
Discovery Proposed Scope of Work
April 25, 2022**

BACKGROUND

The City of Ouray (Ouray - Client) and Karsh Hagan (KH - Agency) will be entering into a Master Service Agreement that will govern all engagements, estimates, or project Scopes of Work (SOWs) that follow unless otherwise agreed upon by both parties.

Ouray is considering a rebrand to coincide with the new wayfinding work. This proposed scope of work outlines the processes, deliverables, and costs associated with the discovery process to inform the brand deliverables and needs.

Under the MSA, KH will be responsible for developing brand strategy, visual identity deliverables, and any associated integrated media plan. Separate scopes of work will be developed specifically for this work, and the associated Discovery deliverables will be leveraged for the resulting branding/visual identity project.

OBJECTIVE

Define and evolve the City of Ouray brand to differentiate and create consistency across the destination.

SCOPE OF WORK PHASE 1: DISCOVERY

KH will conduct a thorough Discovery audit to quickly acquire as much knowledge about the City of Ouray brand, marketing activities, and objectives as possible. As part of the Discovery process, KH will conduct stakeholder interviews to better understand priorities, objectives, barriers, etc.

After the Discovery phase, KH will use all of this research and input to orchestrate a Brand Accelerator strategic planning session with the City of Ouray stakeholders. The session will aim to share initial thinking, dig into specific topics and build consensus amongst the team. As an output, KH will develop a strategic creative brief and recommendation for the resulting brand strategy and visual identity deliverables and budget.

Discovery Activities:

- Client and agency kick-off call to review onboarding questionnaire

- Client to share brand/marketing intel, including creative, past media plans, audience data, KPIs and past reporting, competitive intelligence, goals/objectives/priorities, etc.
- Competitive review of up to three (3) competitors
- KH to prepare interview questions, conduct virtual interviews and provide a recap with up to four (4) key stakeholders in the organization.
- KH to plan, orchestrate and host a virtual strategic planning session with up to nine (9) TAC stakeholders (can be the same or different from stakeholder interviews above)
- KH to develop a creative brief that will set the foundation for the brand strategy and visual identity
- KH to provide budget estimates for phase 2 recommendations

Discovery Deliverables:

1. Brand and competitive audit
 2. Four (4) stakeholder interviews and takeaways
 3. 1.5 hr. Brand Accelerator strategic planning session and recap
 4. Creative brief, brand platform recommendations, and budget for phase 2
-

MARKETING SERVICES

- As a truly collaborative agency, KH believes that we work smarter when we work together with our clients. KH will provide Account Management services and ongoing project support for strategy and creative services to achieve:
 - Agency-wide understanding and passion for both business objectives and strategic strategies to deliver great work from all departments
 - Integration and inclusion of key Agency team members to support strategic integrity
 - Internal management of strategy and creative processes, including timelines, briefs, preparation for Client meetings, attendance of client meetings, management of Client feedback/approval and related internal Agency communication
 - Client management and communication, including meeting scheduling, meeting documentation, management of Client feedback/approval, and any related problem-solving discussions
 - Creation and maintenance of detailed per-project schedules
 - Financial management of projects, including project estimating and scoping, monthly updates on budgets, monthly invoicing including required documentation
 - Preparation, attendance and presentation at key meetings (see above), at Client's request with two weeks' notice

OVERARCHING ASSUMPTIONS

- Where possible, KH will identify and leverage efficiencies in the process
- Client representatives will provide all available background material including objectives, timing, KPIs, research, performance results, previous marketing plans, previous media plans, etc.
- Client will provide project briefs prior to kickoff of new projects
- Client point of contact will gather and provide consolidated feedback on agreed-upon schedule
- Relevant/decision-making client representatives will be present at key meetings to ensure alignment and confirmation of strategies and objectives and briefs before media planning and creative concepting progresses
- Timelines will be built including three (3) rounds of review (present, revise, present, approve) and with client feedback turnaround of 48 hours, unless otherwise requested or noted based on additional stakeholder rounds of review or unforeseen obstacles (travel, PTO, etc.)
- Delays in feedback result in commensurate pushback on the timeline and potentially budgets
- Studio is considered out of scope and will be billed per the out of scope rate card below

ESTIMATES

Below are the estimates for agency hours, including Account Management and Strategy associated with the details listed above. Any additional agency requests, third-party research fees, and other out-of-pocket hard costs will be estimated in advance and sent to the client for approval prior to beginning work.

Discovery	Amount	Timing
1. Brand and competitive audit	\$2,000	1 week
2. Stakeholder interviews	\$1,500	1 week
3. Strategic planning session	\$7,500	2 weeks
4. Creative brief & brand recommendations	\$1,500	1 week
Total	\$12,500	5 weeks

- See in scope and out of scope rate card details and exclusive blended rate below.

- Hard costs for a survey, testing, production, and out-of-scope services will be estimated in advance and billed net. This includes costs for any research/testing and studio costs to finalize logos and brand guidelines.
- Deliverables do not include any interactive development or production of tactics.
- Cost does not include any production or development costs or miscellaneous out-of-pocket cost (travel, photocopies, etc.).
- Miscellaneous OOP costs (travel, photocopies, etc.) will be billed on top of the agency hours reflected above and will be highlighted as OOP on the monthly invoices.
- A production budget of any hard cost items (fonts, videography, photos, printing, talent, development, etc.) will be estimated separately as needed.
- Payments are due on a net-30 basis.

APPROVAL

Please sign the following area to indicate your acceptance of the terms and conditions set forth in this agreement. Upon execution by both parties, this shall become a contract between the parties hereto.

By

Silas Clarke
City Administrator, City of Ouray
clarkes@cityofouray.com

K&H LLC



By _____
Kathy Hagan
CO-CEO

EXHIBIT B – IN-SCOPE BLENDED AGENCY RATES

		2022	
		Contract Hourly Rates	Rate Card Hourly Rates
Account Management	Management Supervision	\$165	\$220
	Account Supervision	\$165	\$190
	Account Manager	\$165	\$160
	Account Coordination	\$165	\$125
Strategy & Research	VP/Brand Strategy	\$165	\$220
	Research	\$165	\$175
Media & Integrated Communications	VP/Media Director	\$165	\$220
	Media Supervision	\$165	\$190
	Media Planning/Buying	\$165	\$160
	Media Coordination	\$165	\$125
	Public Relations	\$165	\$185
	Digital Campaign Manager	\$165	\$160
	Marketing Analyst	\$165	\$200
	PPC Management	\$165	\$160
	Search Engine Optimization	\$165	\$190
	Content/Social Media Strategy	\$165	\$175
	Automated Marketing	\$165	\$200
Creative	Executive Creative Direction	\$165	\$250

	Creative Supervision	\$165	\$210
	Copywriting	\$165	\$180
	Art Direction/Graphic Design	\$165	\$180
Integrated Production	Video Producer	\$165	\$180
	Radio Producer	\$165	\$180
	Integrated Producer	\$165	\$180
	Digital Asset Manager/Art Buyer	\$165	\$180

EXHIBIT C – OUT OF SCOPE RATE CARD

Out of Scope Rates

2021-2022

Technology Services		
Technology Services	Creative Technology Strategy	\$220 hr.
	Experience Planner	\$190 hr.
	Technology Architecture and Consulting	\$250 hr.
	Data Architect	\$190 hr.
	Digital Producer	\$180 hr.
	Analytics	\$190 hr.
	Back End Development	\$195 hr.
	Creative Technologist	\$190 hr.
	Digital Programming	\$170 hr.
	Content Entry	\$120 hr.
Content Studio Services		
Video/Photo Services	Still Photography	\$225 hr.

	Videography	\$225 hr.
	Motion Graphics	\$225 hr.
	Color Grading	\$300 hr.
	Video Editing	\$190 hr.
Print Services	Studio Mechanicals	\$175 hr.
	Image Retouching	\$175 hr.
	Illustration	\$180 hr.
General Services	Color Output - low-resolution	\$10 ea.
	Color Output - high-resoluiton	\$145 ea.
	B/W copies	\$.10 ea.
	Digital Asset Management	\$25 ea.
	Digital File Transfer	\$50 ea.
	Media Storage	\$260 shoot
	Traffic banners/videos	\$25 ea.
	Video Compression	\$25 ea.

**CITY OF OURAY
ORDINANCE NO. 5 (Series 2022)**

AN ORDINANCE OF THE CITY OF OURAY, COLORADO AMENDING OURAY MUNICIPAL CODE SECTION 7-5-J-6 ACCESSORY DWELLING UNITS TO REMOVE THE OWNER-OCCUPIED REQUIREMENT FOR ACCESSORY DWELLING UNITS (ADU) AND TO INCREASE THE LONG-TERM RENTAL PERIOD FROM A MINIMUM OF 30 CONSECUTIVE DAYS TO 90 DAYS

WHEREAS City Council directed Planning Commission to recommend municipal code changes to incentivize the construction of accessory dwelling unit regulations for long-term rentals within the City of Ouray, after identifying a need; and

WHEREAS City Council held a joint work session with Planning Commission on March 21, 2022, to discuss owner occupancy requirements of Section 7-5-J-6 of the Ouray Municipal Code; and

WHEREAS the Planning Commission held a special meeting on April 13, 2022, and identified limitations with the current ADU regulations and drafted potential code changes adopted in Planning Commission Resolution 22-02 and referring the same to City Council for possible adoption; and

WHEREAS the City Council finds that while allowing incentives to encourage the construction of ADUs, it must place restrictions on the units to ensure the purpose of these incentives is fulfilled and monitored over time; and

WHEREAS the City finds these revisions to the municipal code are for the purpose of promoting health, safety, and the general welfare of the City of Ouray.

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

SECTION 1: INCORPORATION OF RECITALS

The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the City Council.

SECTION 2: AMENDMENT TO THE CODE

Chapter 7, Section 5, Subsection J, Paragraph 6 is repealed and replaced as follows:

Accessory Dwelling Units

Dwelling units which meet the criteria of this Subsection may be allowed as an accessory use to a principal residential unit in the R-1, R-2, C-1 and C-2 districts provided that the dwelling units conform to the applicable requirements of said Districts.

- a. The accessory dwelling unit must be constructed in accordance with applicable requirements of Code adopted by the City pursuant to Chapter 6 of Ouray Municipal Code. It may be attached to or detached from the principal residential unit. Applicable dimensional requirements for a single-family dwelling as set out in Table 7-5-D must be met for the premises.
- b. One off-street parking space shall be provided for the accessory unit in addition to any other required off-street parking.
- c. The accessory dwelling unit may not exceed 1,000 square feet of living area.
 - i. If the dwelling units are rented, a minimum of a 90-day rental period shall be required by written lease.
- d. The accessory dwelling unit must be owned together with the principal residential unit in undivided ownership.
- e. The accessory dwelling unit may be served by the water and sewer taps for the principal residence, in which case it shall not be subject to additional investment fees, and the primary residence and accessory dwelling unit shall be charged as a duplex for water and sewer service rates.
- f. The burden shall be upon the owner of any accessory dwelling unit to provide adequate proof to the City that the criteria of this Section are met. In the event that the City determines that the criteria have not been shown to be satisfied the unit may not be occupied as a residence.
- g. A dwelling unit constructed as a principal single-family home, which meets these criteria, may be converted to an accessory dwelling unit following construction of a new principal dwelling unit.

SECTION 3: EFFECTIVE DATE

The provisions of this Ordinance shall become effective thirty days after publication in accordance with City of Ouray Charter 3.5(G).

SECTION 4: SAVINGS CLAUSE

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

SECTION 5: SEVERABILITY

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

INTRODUCED, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by _____ vote of the Ouray City Council this ____ day of April 2022.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council this ____ day of May 2022.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, 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 _____, 2022. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2022, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2022, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

Ouray Municipal Code Section 7-5-J-6 (Current Code for Comparison)

Accessory Dwelling Units

Dwelling units which meet the criteria of this Subsection may be allowed as an accessory use to a principal residential unit in the R-1, R-2, C-1 and C-2 districts provided that the dwelling units conform to the applicable requirements of said Districts.

a. The accessory dwelling unit must be constructed in accordance with applicable requirements of Code adopted by the City pursuant to Chapter 6 of Ouray Municipal Code. It may be attached or detached to the principal residential unit. Applicable dimensional requirements for a single family dwelling as set out in Table 7-5-D must be met for the premises.

b. One off-street parking space shall be provided for the accessory unit in addition to any other required off-street parking.

c. The accessory dwelling unit may not exceed 1,000 square feet of living area.

i. One of the dwelling units on the property must be, and remain, owner occupied. If the other dwelling unit is rented, a minimum of a 30-day rental period shall be required by written lease.

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

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

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

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

ORDINANCE NO. 06 (SERIES 2022)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING SECTION 2-15-A AND ADDING A NEW SECTION 2-15-C OF THE OURAY MUNICIPAL CODE REVISING THE PARKS AND RECREATION COMMITTEE (PARC) MEMBER APPOINTMENTS AND ADDING A COMMITTEE MEMBER REMOVAL PROVISION.

WHEREAS City Council finds it necessary to revise the committee appointments to be staggered and to add the statutory language concerning member removal.

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

SECTION 1: REPEAL AND REPLACEMENT

Chapter 2 of the Ouray Municipal Code, Section 2-15-A, is repealed and replaced, as follows:

A. At its first meeting in January, City Council shall appoint a minimum of five (5) and a maximum of seven (7) members to the Parks and Recreation committee (PARC) for three (3) year staggered terms. The committee shall not have an even number of members. Members represent the community at-large. A quorum for meetings and voting shall be no less than three (3) members.

SECTION 2: AMENDMENT

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

SECTION 3: EFFECTIVE DATE.

The provisions of this Ordinance shall become effective 30 days following publication in accordance with City Charter, 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 2nd day of May, 2022.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council this ____ day of _____ 2022.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 8 (Series No. 2021), was introduced, read, and passed by the Ouray City Council on first reading on _____, 2022. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2022, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2022, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

City of Ouray Municipal Code (Current)

2-15 Parks and Recreation Committee

A. At its first meeting in January, City Council shall appoint a minimum of five (5) or a maximum of seven (7) members at-large to the Parks and Recreation Committee. The committee shall not have an even number of members. Members shall represent the entire community to the extent possible. Council shall recommend that the following entities appoint a non-voting liaison to the Parks and Recreation Committee to facilitate communications and coordinate varying interests: Planning Commission, Community Development Committee, Beautification Committee, Ouray Chamber Resort Association, Ouray School, and Ouray Trails Group.

B. The City's Parks and Recreation Committee shall be solely an advisory committee and its function as a City committee shall be limited to making recommendations to City Council and the City Administrator. Such Committee shall have no authority to enter into contracts binding upon the City, to authorize any expenditures binding upon the City, or to otherwise take any action as a City committee. The scope of recommendations to the City Council and City Administrator shall be in the following areas:

1. Developing and recommending new policies, ordinances, administrative procedures, and other means to expand park and recreation opportunities in a coordinated and efficient manner;
2. Conducting studies and making recommendations relating to new park and recreation plans, goals and objectives; and
3. Performing any other duties to advise on or assist with park and recreation matters as assigned by City Council.

Future Agenda & Work Session Topics:

Fee Schedule

Workforce & Attainable Housing

Charter Modifications

(Non-Land Use) Code Revision

Temporary Encroachment of Sidewalks (and liquor in public parks)

Main Streets Project

Bachelor Switch Water Users Association

EQR Ordinance Discussion

Via Ferrata Agreement