

**AGENDA
OURAY CITY COUNCIL**

Monday, February 6, 2023

**Ouray Community Center
320 6th Ave
Ouray, CO 81427**

VIRTUAL OPTION - <https://zoom.us/j/9349389230>

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

Ouray City Council Regular Meeting

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARINGS
 - a. Ordinance 1, Series 2023 - Sidewalk Maintenance
 - b. Hotel & Restaurant Liquor License Application - Kamis Samis LLC dba Kamis Samis
5. CEREMONIAL/INFORMATIONAL
 - a. Steamboat Springs Proclamation Providing the City of Ouray with the "Deal with Most Crap Award" at the Colorado Association of Ski Towns meeting
6. APPROVAL OF MINUTES - None
7. CITIZENS' COMMUNICATION
8. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk
9. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Police Chief
 - c. Fire Chief
 - d. Public Works Director
 - e. City Resources Director
 - f. Tourism and Destination Marketing Director
10. CONSENT AGENDA
 - a. Special Events Permit Application - BPOE Lodge #492, Mardi Gras Event, February 25, 2023
 - b. Bed & Breakfast Permit Application - Eyesgo LLC dba Ouray Inn
 - c. Liquor License Renewal - Brickhouse 737
 - d. Liquor License Renewal - Full Tilt Saloon
 - e. Liquor License Renewal - Beaumont Hotel
11. ACTION ITEMS
 - a. Ordinance 1, Series 2023 - Sidewalk Maintenance - Second Reading
 - b. Resolution 2, Series 2023 - Support of Main Street Program Candidate Level Application

- c. Hotel & Restaurant Liquor License Application - Kamis Samis LLC dba Kamis Samis
 - d. Appointment to the Tourism Advisory Committee - Restaurant/Bars - Kami Harrison
 - e. Professional Services Agreement for Parks & Trails Master Plan
 - f. Set Hot Springs Pool & Fitness Center Rates Starting March 1, 2023
 - g. IWORQ Service Agreement - Asset Management/Mapping/Permits/STR Licenses/
Nuisance/Payment System - Community Development Department
 - h. IWORQ Service Agreement - Asset Management/Mapping/Work Order System - Public Works
 - i. IGA with Ouray County concerning Noxious Weed Management and Control Services
12. DISCUSSION ITEMS
- a. Future Agenda Items
 - b. Work Session Meeting Schedule - Land Use Code & Sign Code
 - c. Work Session Meeting Schedule - Strategic Plan
13. EXECUTIVE SESSION - OIPI Agreement
14. ADJOURNMENT

ORDINANCE NO. 1 (SERIES 2023)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING SECTION 13-6-D OF THE OURAY MUNICIPAL CODE TO CLARIFY SNOW AND ICE ACCUMULATION REMOVAL PROVISIONS FROM ABUTTING SIDEWALKS BY USE OF A TRACTION AGENT ANY TIME ICE BUILDS REGARDLESS OF WHETHER A SNOW EVENT HAS OCCURRED OR THE CAUSE OF SUCH ICE BUILDUP; ADDING SUBSECTION 13-6-I TO THE OURAY MUNICIPAL CODE TO ESTABLISH AFFIRMATIVE DEFENSE OF SNOW AND ICE REMOVAL EFFORTS.

WHEREAS, the City has significant snow fall in the winter and has historically not enforced its regulations requiring snow and ice removal from sidewalks after each snow event so that pedestrians may walk safely on City sidewalks.

WHEREAS, without adequate enforcement, many City sidewalks are inaccessible to pedestrians in the winter causing people to walk in the streets.

WHEREAS, City Council implemented a policy for snow removal of snow and ice from sidewalks and established assessment and penalty provisions.

WHEREAS, City staff issued warning letters to those who are violating the new ordinance and feedback after the first round of warning letters suggests that some property owner use a traction agent in place of shoveling or believe the duty to remove ice is connected with a snow event.

WHEREAS, City Council determines this amendment is necessary it is necessary preserve the public health, safety, and welfare by requiring abutting property owners to remove of ice from City sidewalks anytime it accumulates and not just after a snow event.

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

SECTION 1: SUBSECTION AMENDMENT.

Subsection D of Section 13-6 Sidewalk Construction, Maintenance and Civil Liability is repealed and replaced as follows:

- D. The owner, occupant, or party in actual possession of property abutting any City sidewalk shall be jointly and severally liable for any failure to remove snow and ice from any abutting City sidewalk. Snow and ice shall be removed from the abutting sidewalk within twenty-four (24) hours after a snow event with less than twelve inches (12”) of

accumulated snow or forty-eight (48) hours after a snow event with more than twelve inches (12”) of accumulated snow.

1. Removal of snow means shoveling the sidewalk such that the snow accumulation is removed.
2. Removal of ice means using a traction agent, such as sand or salt, to melt ice accumulation whenever ice forms over an abutting sidewalk regardless of whether a snow event has occurred or the cause of such ice accumulation.

SECTION 2: SUBSECTION ADDITION

A new Subsection I of Section 13-6 Sidewalk Construction, Maintenance and Civil Liability is added as follows:

- I. It shall be an affirmative defense to any enforcement action that owner, occupant, or party in possession of the real property abutting any City sidewalk took action to remove the accumulated snow and ice. The following will be considered in assessing this provision:
 1. Action was taken to fully remove the snow on abutting sidewalk or keep up with snow removal during a consecutive snow event.
 2. Action was taken to remedy the accumulation of ice which demonstrates a reasonable effort to maintain safe sidewalk access through the use of a traction agent to prevent ice accumulation and/or provide traction.

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: SEVERABILITY.

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

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by _____ vote of the Ouray City Council this _____ day of _____, 2023.

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 _____, 2023.

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. 1 (Series No. 2023), was introduced, read, and passed by the Ouray City Council on first reading on _____, 2023. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2023, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 202, and thereafter published in the *Ouray County Plaindealer*, as required by law.

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 FEIN Number
KAMIS SAMIS LLC **88-1920551**

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
KAMIS SAMIS **953328A3** **970 325 6242**

3. Address of Premises (specify exact location of premises; include suite/unit numbers)
636 MAIN STREET

City County State ZIP Code
OURAY **OURAY** **CO** **81427**

4. Mailing Address (Number and Street) City or Town State ZIP Code
PO BOX 513 **OURAY** **CO** **81427**

5. Email Address
KAMI@KAMISSAMIS.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
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
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- | | |
|---|---|
| <input checked="" type="checkbox"/> Application Fee for New License \$1,100.00
<input 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 \$30.00
<input type="checkbox"/> Manager Registration - Tavern \$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment \$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00
<input type="checkbox"/> Optional Premises License (City) \$500.00
<input type="checkbox"/> Optional Premises License (County) \$500.00
<input type="checkbox"/> Racetrack License (City) \$500.00
<input type="checkbox"/> Racetrack License (County) \$500.00
<input type="checkbox"/> Resort Complex License (City) \$500.00
<input type="checkbox"/> Resort Complex License (County) \$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00
<input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50
<input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50
<input type="checkbox"/> Retail Liquor Store (City) \$227.50
<input type="checkbox"/> Retail Liquor Store (County) \$312.50
<input type="checkbox"/> Tavern License (City) \$500.00
<input type="checkbox"/> Tavern License (County) \$500.00
<input type="checkbox"/> Vintners Restaurant License (City) \$750.00
<input type="checkbox"/> Vintners Restaurant License (County) \$750.00 |
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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 checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00
<input type="checkbox"/> Hotel and Restaurant License (County) \$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50 |
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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 KAMI HARRISON	Type of License HOTEL RESTAURANT	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"/>
or		
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 (>) 10,0000? 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 (<) 10,0000? 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"/>
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 type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input 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 ORPAY VENTURES LIMITED (WILLIAM ISABELLA GEYER)	Tenant KAMI HARRISON	Expires 5.31.2027
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 FOLSOM	First Name CHRISTOPHER	FEIN or SSN
Last Name	First Name	Date of Birth
		FEIN or SSN
		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>
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.		

Name KAMI HARRISON	Type of License HOTEL RESTAURANT	Account Number
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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? Yes No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No
 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 No
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? Yes No

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 No

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education? Yes No
 b. Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager HARRISON	First Name of Manager KAMI
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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 No
 Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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26. Tax Information. Yes No
 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 No
 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 No

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 KAMI HARRISON	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
Name	Home Address, City & State	DOB	Position	%Owned

Name KAMI HARRISON	Type of License HOTEL RESTAURANT	Account Number
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** 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:
 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.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title KAMI HARRISON - OWNER	Date 11.1.2022
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
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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:

- Fingerprinted
- 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)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes No

Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? Yes No

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.

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

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

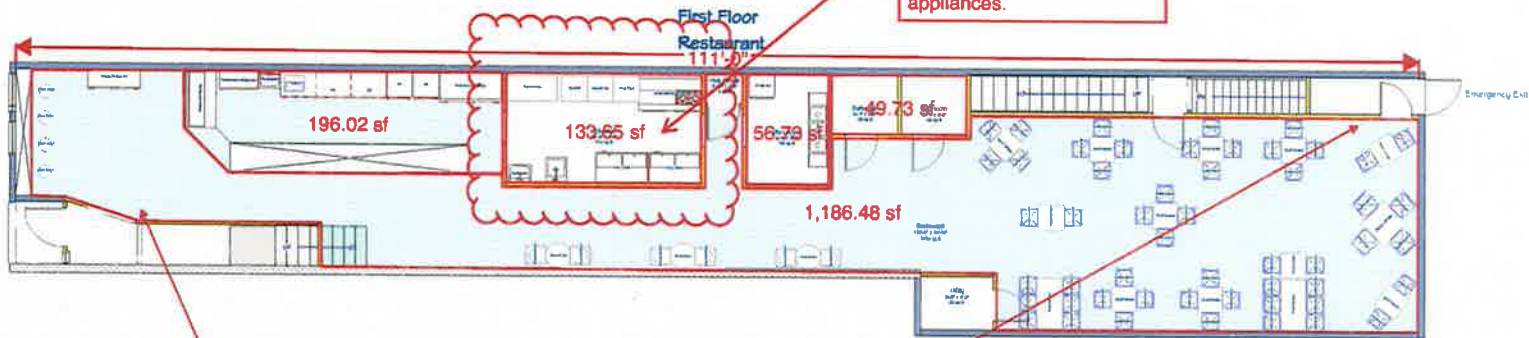
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
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Signature	Print	Title	Date

Maximum Floor Area Allowances Per Occupant:
Unconcentrated (tables and chairs) = 1186.48 sf / 15 net = 79 Persons
Kitchens, commercial = 133.65 sf / 200 gross = 1 Persons
Business area = 196.02 sf / 100 gross = 2 Persons
Accessory (Bathrooms) = 1 occupant per bathroom = 2 Persons

TOTAL OCCUPANCY: 84 PERSONS

Portable fire extinguisher shall be within 30 ft of commercial cooking appliances.



Per Section 1004.3 Posting of occupant load, "Every room or space that is an assembly occupancy shall have the occupancy load of the room or space posted"...near the main exist or exist access doorway..." "Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent."

I, the undersigned, as a resident of the City of Ouray, do hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Kami's Samis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a resident of Ouray I desire to have the sales of alcohol available at this location. I understand that this business would be required to comply with all Colorado State Liquor License Regulations. I further state that it is my belief that the reasonable needs and desires of the residents of the City of Ouray would be met by licensing the sales of alcohol at 636 Main Street+A67:C92, Ouray.

NAME	SIGNATURE	STREET ADDRESS IN OURAY
Heather Smith	Heather Smith	1618 Oak St
Brenda Vanderhoff	Brenda Vanderhoff	529 5th ave
Erica Harris	Erica Harris	226 7th Ave +A
TRESHA JOHNSON	Tresha Johnson	417 Main St 338 Main St
TSPAD JOHNSON	Tresha Johnson	617 MAIN ST 338 MAIN ST
Dawn Glanc	Dawn Glanc	411 N. Pinecrest Dr.
Sara A. Martinez	Sara A. Martinez	680 2nd Street
Amy Winterrowd	Amy Winterrowd	335 5th St.
Sarah Gray	Sarah Gray	536 Sky Jal
John Moore	John Moore	191 5th Ave
John Fedel	John Fedel	122 Loretta Ct.
Randy TAZ	Randy TAZ	700 oak st
Adam C. Kunitz	Adam C. Kunitz	1500 OAK ST #15, OURAY, CO
Michelle Kuklman Hummel	Michelle Kuklman Hummel	1500 oak st #16 Ouray
Robert Hummel	Robert Hummel	1500 N oak st #16 Ouray
Justin Clark	Justin Clark	661 oak St Ouray
Madison Clark	Madison Clark	100 OAK STREET OURAY CO
Patricia Eischied	Patricia Eischied	327 4th Ave
Theodore H. Pullig	Theodore H. Pullig	790 Oak St 15E
TRINA PULLIG	Trina Pullig	790 OAK ST 15E
Michael Gray	Michael Gray	1500 OAK ST #1A OURAY
Erin Ebbes	Erin Ebbes	306 6th Ave Ouray

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 CARRIE.

Business THE BURNING ASS TRADING CO.

Business Address 725 MAIN STREET.

Signature 


Date 12/27/22.

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 Amy Winterrowd

Business Humble Mountain

Business Address 824 Main St. Ouray, CO

Signature 

Date 12/27/22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 Smith

Business O' Toys

Business Address 229 6th Ave

Signature Heather L Smith

Date 12-27-22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 Smith

Business Western Slope Business Solutions

Business Address 319 6th Ave

Signature Heather L Smith

Date 12-27-22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 TYISHA JOHNSON

Business TABJ CO DBA SILVER EAGLE SALOON

Business Address 617 Main St Ouray CO 81427

Signature Tyisha Johnson


Date 12/27/22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 THOMAS FEDEL

Business FEDEL PROVISIONS DBA OURAY GROCERY

Business Address 621 Main St. Ouray, CO 81427

Signature 

Date 12/27/22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 Sarah Gray

Business The Gray

Business Address 935 Main St

Signature Sarah Gray

Date 12/27/22

PROCLAMATION
of
The City of Steamboat Springs, Colorado
Colorado Association of Ski Towns
Steamboat Springs, Colorado 2023

WHEREAS the Steamboat Springs City Council would like to recognize one particular municipality with the *Deal with Most Crap Award* during the Colorado Association of Ski Towns' 2023 Winter Meeting in Steamboat Springs, Colorado,

WHEREAS as we all know that when 'dooody calls' to undertake something for the benefit of our community, municipal government must often have to step around a mine field of smelly and dirty situations,

WHEREAS we all know that in the majority of situations, world-renowned scientists in all fields have determined that shit rolls downhill,

WHEREAS there is no magical poop fairy to clean up the mess that sometimes flows like diarrhea and government must work to ensure everything again is flowing cleanly and correctly,

WHEREAS when a special interest group tells you they are constipated with the current situation and solution, and that their complaints appear to be shrouded in a veil of simply being full of crap,

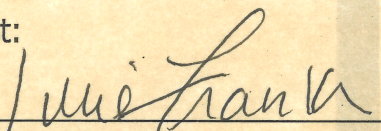
WHEREAS we must all wipe away the stench and get down to the dirty business of fixing the situation as elected officials,

WHEREAS, working to 'doo' good comes with getting our hands dirty, but in the end, it is more than well worth it for the community and its citizens,

NOW, THEREFORE, BE IT PROCLAIMED, by the Steamboat Springs City Council, and hereby presents the *Deal with Most Crap Award* and grants this special plunger to remove the clogs to success and continue to always DOO GOOD for your community.

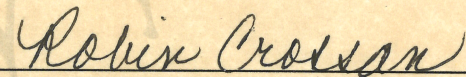
Adopted 26th Day of January 2023

Attest:



Julie Franklin, CMC
Steamboat Springs City Clerk





Robin Crossan
Steamboat Springs City Council President

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

City Administrator
Report for February 6, 2023 City Council
January 16 – February 3, 2023:

Water Treatment Plant:

Based on Council approval, the City Attorney drafted an agreement with Aslan Construction for the Water Treatment Plant Design Services and it has been executed. A project kickoff meeting is taking place on Tuesday, February 7th.

Asset Management/Work Order/GIS Utility Software:

After reviewing four different software packages and working with six different companies, the Community Development Department, Public Works Department, IT Department, and I are all recommending agreements with IWORQ per the City budget. This software will allow for GIS utility mapping and asset management (water, storm, sanitary sewer, signs, fleet management, work orders, building permits, STR licenses, nuisance abatement, and online payment system). Agreements for the software package is on the Council agenda for the February 2, 2023 meeting.

Employee Evaluations:

All permanent employee annual evaluations will be completed by Tuesday, February 7.

Colorado Association of Ski Towns (CAST):

Attended the CAST meeting in Steamboat Springs on January 26 & 27. These meetings are always great opportunities to partner with our peer communities and appreciate the opportunity to attend.

BOCC January 25th Work Session – Ouray Silver Mines CO. Rd. 361 Maintenance Agreement:

Attended this BOCC Work Session to ensure the City's lease agreement with Ouray Silver Mines for the Ice Park water was not further discussed.

City of Ouray Strategic Plan:

The Mayor and I have continued to work on the creation of the Strategic Plan, along with consultant Amy Cassidy. We have taken your collective list of priorities and begun writing goals and objectives for each of the strategic priority categories and focus areas. Later in this meeting we need to set a Work Session for the completion of the next steps by Council.

Hot Springs Discharge Permit:

The City has submitted our five year Hot Springs Pool Discharge permit renewal to CDPHE.

Fire Department By-Laws:

The Fire Chief, Human Resources and I have met twice to re-write Fire Department Bylaws. A final draft will be presented to the Fire Department Board (members) for a recommendation and will then come to the City Council for a vote. We have made many updates, including new members only being voted on by the Fire Board and not the City Council, since this process has been questioned by the City Council in the past.

Fire Department Paid-Per-Call (Response):

Per the City Budget, I have met with the Fire Chief and Human Resources on the implementation of a paid-per-call system for the Fire Department Volunteers. Currently within the budget is an allocation for \$20/call response or training event for the fire fighters. Human Resources conducted research on area Fire Departments and we have come to the conclusion that a bonus at the end of the year is the best approach to meet the IRS rules and wants of the Fire Department. This would mean each volunteer firefighter would be provided a lump sum payment at the end of the year at a rate of \$20/call response or training event. We are currently writing policies on the payment process and have additional work to complete.



CCEC Status Report

Friday, 02.03.2023

Project Updates

City of Ouray Website Updates

1. At the time of this report, there are 101 registered businesses. A listing of registered businesses can be found on the Business Registration & Licensing page. The list includes their Registration #, Business Name, Industry, and website address if provided. They are grouped by Industry alphabetically.
2. A call has been posted in our Latest News section for applications to join the Planning Commission. We are also looking for Tourism Advisory Committee members. Applications are due February 17. If you would like to assist your community there are multiple committees with seats coming available.

Website Overhaul Updates

1. A review of work done on the new website happened on Monday, January 30.
2. The new URL has been shared with a group of people consisting of employees, directors, city council members, and community members to click on all the things and provide feedback.
3. We are getting closer to having a Go-Live date!

Main Street Program Application Progress

1. I met with representatives from DOLA on January 11 to continue our Main Streets Program application. The next application deadline is early to mid-march. We are asking for items to be completed in the application by end of February to allow time for a proper review.
 2. A resolution was created for presentation to City Council for approval.
 3. I am working on Letters of Support to provide to TAC, OEDC, the Historic Society, and the Town of Ridgway.
-

4. A draft “Vision-Mission-Strategic Plan-Annual Work Pan” has been received and shared with the Main Street Steering Committee.
5. A draft of Ouray Main Streets 2023 Workplan has been developed and shared with the Main Street Steering Committee.
6. The Main Street Steering Committee will be meeting Wednesday, February 22 at 3:30 pm in the San Juan Room.








Creative District Program Movement









1. Ouray Made has shifted to be a county-wide organization where its efforts can best be used. They do not currently have the resources or human power to seek certification or manage a Creative District for the City of Ouray. The Creative Labs quote came in much higher than expected, and beyond what the City could augment without it being budgeted, even with the money Citizens State Bank has pledged. Mayor Funk has spoken to different people and believes we may want to move forward working with the Western Hotel owners as an ad-hoc group of arts organizations. Kate Kissingford, the coordinator of Arts Scene Ouray, has reached out and will ask her available networks for resources that would be within budget.





Upcoming Training

1. I will be attending the ESPIOC Conference on April 24-27 in Avon, CO. This is the Emergency Services Public Information Officers of Colorado and they are offering all PIOs and communication professionals – especially first responder agencies or organizations working with police, fire, medical and other emergency services – and personnel who may be assigned to back up the PIO, an informative conference along with essential PIO training.

Media Updates as of 2.3.2023

City of Ouray - Last 28 days	
Instagram Posts	Facebook Posts
Followers: 1,053	Followers: 8.9K
Reach: 1,524  43.6%	Reach: 41.2K  396.9%
Engagement: 1K  19.3%	Engagement: 1.6K  88.6%
Profile Visits: 38	Page Visits: 984  16.7%
New Instagram Followers: 5  50%	New Facebook Likes: 55  47.6%

Ouray Police Department - Last 28 days	
Instagram Posts	Facebook Posts
Followers: 1,140	Followers: 7,394
Reach: 4,724  361.8%	Reach: 20,631K  248.1%
Engagement: 1.2K  19.2%	Engagement: 1.6K  88.6%
Profile Visits: 65  20.4%	Page Visits: 1,261  44.6%
New Instagram Followers: 6  25%	New Facebook Likes: 29  70.6%

City of Ouray Website - Last 28 days
Views: 9.3K  9.0%
Users: 4K  4.7%
Event Count: 29K  5.0%
Views Per User: 2.3  4.6%

Upcoming Events

- Every Monday (unless otherwise noted) · 12:00 – 1:00 pm · Senior Lunch
- Wednesday, February 1 · 8:00 – 9:00 am · Ouray Beautification Committee (OBC)
- Thursday, February 2 · Groundhog Day
- **Monday, February 6 · 6:00 – 8:00 pm · City Council Regular Meeting**
- Tuesday, February 7 · 6:00 – 7:00 pm · Park and Recreation Committee (PARC)
- Thursday, February 8 · 9:00 – 10:30 am · Ouray Trail Group Meeting (OTG)
- Thursday, February 9 · 8:30 – 10:00 am · Ouray Economic Development Committee (OEDC)
- Saturday, February 11 · [Ouray Winter Wine Festival](#)
- Wednesday, February 15 · 6:00 – 8:00 pm · [Ouray Swordplay Fencing Class](#)
- Wednesday, February 15 · 6:00 – 8:00 pm · Ouray Ice Park Inc Board Meeting (OIPB)
- **Monday, February 20 · Presidents' Day - City of Ouray Offices Closed**
- Tuesday, February 21 · 1:00 – 3:00 pm · Woman's Club of Ouray County (WCOC)
- Tuesday, February 21 · 4:00 – 6:00 pm · Planning Commission Meeting (PC)
- **Tuesday, February 21 · 6:00 – 8:00 pm · City Council Regular Meeting**
- Wednesday, February 22 · 3:30 – 5:00 pm · Main Street Steering Committee Meeting
- Wednesday, February 22 · 5:00 – 7:00 pm · Tourism Advisory Committee Meeting (TAC)
- Wednesday, February 22 · 6:00 – 8:00 pm · [Ouray Swordplay Fencing Class](#)
- February 24 – 26 · [Paradox Sports "Got Stump"](#)
- Saturday, February 25 · [Cabin Fever Day!](#)

*Events are subject to change. Check calendars or verify with the host.

City of Ouray Police Department

January 2023

For the month January 2023 OUPD ran approximately 187 dispatched calls for service. Last month we ran 102 dispatched calls for service and 224 in January 2022.

These included:

- 40 Parking complaints (12 last month, 80 Jan. 2022)
- 20 Bar checks
- 12 Traffic Stops
- 10 VIN inspections
- 9 Property damage accidents
- 2 arrests for domestic violence (same incident)

Additionally we performed 213 Patrol checks (includes directed patrols and security checks)

Of the 40 parking complaints approximately 50% were on Main Street and involved vehicles either parked overnight in violation of our snow removal ordinance or were parked in the travel lane while the operator went into a business. 20% were parked on the travel portion of Rt. 550 up by the Ice Park.

The majority of the accidents were operators sliding on ice into parked vehicles.

Recent Events:

We assisted the Ice Park with the 2023 Ice Fest. Outside of the aforementioned parking citations there no issues. We would recommend that next year rather than using the Ouray Hot Springs parking lot as a shuttle bus stop Rotary Park be utilized instead.

Upcoming Events:

We are approximately half way through the POST mandated yearly training. We anticipate having all mandated training completed in the next few weeks.

Fire Department Report for January, 2023

01/30/23

Utah Fire Academy was this month. Sent 9 firefighters. From Live fire training to hybrid electric vehicle extrication.

Rescue Truck (F550) is now in service and responding to calls.

Home coming Bonfire @ Rotarty Park

1 Training opportunity held in Ridgway

Calls for December:

12/02	Vehicle Accident mm91	4 ffs	1 hr
12/10	Accident, Mutual aid	3 ffs	1 hrs Ridgway
12/16	Smoke reported	3 ffs	1 hrs
12/30	Fire 740 Main	4 ffs	1 hrs

Public Works January 2023 Update

Water

- Water Usage Numbers for **December:**
 - Influent (Water from spring) – 29,661,568 Gallons
 - Effluent (Water to town) – 14,452,315 Gallons
 - Ice Park – 4,922,128 Gallons
 - Mineral Farms – 47,900 Gallons
- City staff collected the **eighth** round of water samples for the Measurable Results Program. The Measurable Results Program systematically and scientifically measures the water quality improvement derived from the implementation of new treatment technologies funded through the SRF (State Revolving Fund). The program will monitor the Uncompahgre River and wastewater effluent prior to the new Wastewater Treatment Plant and then a similar monitoring strategy will be used after the new Wastewater Treatment Plan is operational. Data collected in both phases will be compared to determine water quality changes. The City will benefit from the water quality characterization of their receiving stream, receive all data collected and could potentially be showcased as a success story.
- 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.
- Repaired a pressure switch at the City water tanks. A low reading was noticed during the morning rounds on the SCADA system.
- Responded to a call at 5am for a customer who did not have water. City Crew arrived to find the garage door open and the customer's water line was frozen inside the garage.
- Attended a meeting with the hot springs pool Operator in Responsible Charge (ORC) along with Wright Water Engineering regarding the new Hot Springs Pool discharge permit. The ORC has petitioned to CDPHE to only sample for E-Coli quarterly instead of weekly as they do now. The old discharge permit was issued in 2018. The new permit will more than likely have limits that are more stringent on metals, one example being Manganese. Currently at the Hot Springs Pool there is no limit on Manganese, Lead, Molybdenum, Mercury, Nickel, Silver, Zinc or Selenium.
- Continued to monitor PRV's throughout town and make adjustments as needed.

- Continue to work with Element Engineering on the new Water Treatment Facility. Below is a schedule leading up to the actual construction of the facility:

RFP Release Date	November 14, 2022
Mandatory Pre-Bid Meeting	December 8, 2022, 11:00 AM
Last Day to Request Interpretations of the Documents	December 16, 2022, 11:00 AM
Proposals Due	January 10, 2022, 4:00 PM
Anticipated Design Phase CMAR Award	January 17, 2023
Design Completion/Submit Final GMP (Estimated)	March 2023
Construction Start (Estimated)	March 2023
Construction Complete (Estimated)	May 2024

Sewer

- Continued to clean head works two to three times daily.
- Continued to skim lagoons of debris as needed.
- Responded to multiple phone calls regarding sewer line issue. City Crews went out and cleaned and inspected the City Main in all cases, all issues were within the customer's sewer service line.
- Aerator #6 would not run properly. City Crew was able to trace the problem back to the main electrical panel. With the assistance of an electrician, the problem was a faulty starter. The new part has been ordered and will be installed once it arrives.
- Repaired frozen dechlorination line at the Wastewater Treatment Plant.
- A float in the wet well at the Wastewater Treatment Plant failed causing a pump to operate incorrectly. City Crew was able to replace the old float with a new float and the pump is now working correctly.
- Responded to a power outage at the Wastewater Treatment Plant on Saturday January 14th. SMPA had an issue at the power pole, their crew was contacted and were onsite in a timely manner to replace a blown fuse.
- Aslan Construction continues to make progress on the new Wastewater Treatment Facility. They will continue to pour concrete as long as the weather allows. Snow is not the issue for the crew, temperatures are the biggest concern. The most recent concrete pour took place on Friday January 27th and are part of the Ultra Violet platform walls in the disinfection area of the building.

Streets

- Worked overnight to clear parking spaces along HWY 550 on December 7th, December 18th, December 19th and December 26th.
- Plowed snow for the Ice Festival. This included the area for the vendors, the upper and lower horseshoes along HWY 550 and the bottom end of Box Canyon Road.
- Plowed snow in town as needed.
- Sanded alleys and streets as needed.
- Hauled snow piles throughout town.
- Worked on clearing parking spaces of snow throughout town.
- Three members of Public Works drove to Glenwood Springs to pick up two new vehicles purchased for the Parks and Recreation Department.

City Resources Department

February 6, 2023

- The rope tow at Lee's Ski Hill began operation as soon as there was sufficient snow depth and has operated consistently through January. Currently there are two operators for the tow. Recruitment has been taking place since mid-December to hire a third operator. As of this writing that recruitment has been unsuccessful.
- The Parks Operator position that is open currently will be interviewed shortly after the opening closes. This position, when filled, will include duties at Lee's Ski Hill and the Rotary Park Ice Rink, in addition to regular Parks and Facilities duties.
- City staff and PARC members are collaborating on planning for Cabin Fever Days which is scheduled for Saturday February 25th at Lee's Ski Hill
- Interviews will take place next week for the currently open Aquatics Coordinator position at the Hot Springs Pool.
- Advertising for lifeguards has been running continuously since last spring. There were no applicants during the month of January. A structured recruitment campaign is being implemented to attract seasonal personnel for the summer.
- Unavailability of attainable housing continues to be a barrier identified by applicants for employment with the City.
- Thermal blankets for the hot springs pools have been ordered and are currently in fabrication. These are custom made for the Ouray Hot Springs Pools.
- Pool maintenance staff have installed a pump in the Box Canon geothermal line in Canyon Creek. This very temporary set-up has resulted in an approximately two degree increase in water temperature measured at the Hot Springs Pool filtration building. The gasoline powered pump diverts a portion of geothermal water around a section of insulated pipe where the gravity flow water appears to back-up.
- Online registration for swim lessons opened on February 1st. There were no swim lessons or fitness programs offered in January due to cold water temperatures. There will be a swim lesson session offered in March, and then again during the summer months.
- Voyager Youth Program has been participating in weekly aquatic safety programming at the Hot Springs Pool.
- The Hot Springs Pool Manager attended the annual Aquatics Symposium presented in January by the Colorado Parks and Recreation Association.
- Hot Springs staff are focusing on specific improvements to the bathhouse, locker rooms and grounds to be ready and looking good for the summer season. These includes resurfacing floors in the lobby and bathhouse, Snack Shack preparations, repairs where landscaping has settled on pool grounds, ordering of equipment for the activity pool, and other tasks to be completed prior to the summer season.
- Pool staff has started a public awareness campaign to inform pool patrons of price increases that will take effect March 1st. Staff is making software changes to update the prices in the point-of-sale system.
- Staff is meeting with gym users, the building inspector, and with gym consultants, to develop an appropriate replacement plan for outdated and obsolete equipment in the gym. The cross cable machine in the Fitness Center has been taken out of service because of frayed cables creating an unsafe situation for users.
- Several City Resources, Pool, and Parks employees were out on leave in January with illness or injury. During this time, those who were able, did their best to keep up with snow removal in parks and in front of public buildings, while also attending to daily cleaning and repairs as they arose.
- Performance evaluations are being conducted with employees.
- A leak in the main sewer at City Hall has been repaired.

- City Parks and Facilities staff delivered a load of fabricated iron to Denver for galvanizing. Once galvanized, the iron will be brought back to Ouray and assembled at the Box Canon Falls as part of the project extending the walkway closer into the waterfall.
- Approximately 200 people attended a youth and adult hockey day at the ice rink. Staff spent extra time getting the rink ready for this event, which by all accounts was a success and will be repeated next year.
- New high efficiency LED lights were installed at Fellin Park and the Oak Street restrooms.
- Some of the work completed at the Visitor Center this month includes wall patching and touch up painting. Plans are in place to have ADA compliant doors installed at the Visitor Center prior to the summer season.



February 6, 2023

TOURISM & DESTINATION MARKETING REPORT

Visitor Center

- Visitor Center staff and volunteer experience a 1/2 day of Ice Climbing with San Juan Mountain Guides in the Ouray Ice Park (1.10.23)
- Lou Hart wrote a blog post about the experience and is on VisitOuray.com
- Visitor Center staff and volunteers toured the Alchemist Museum (1.25.23)
- We had 216 guests in January 1 - January 31
- Had a total of \$308.49 in sales for the January 1 - January 31
- Selling OHV stickers at the Visitor Center
- Clearing out all obsolete materials
- Calling restaurants to put a Vegan and Vegetarian list together
- Calling to receive new brochures, guides, and magazines for the 2023 year
- Rearranging items in the Visitor Center for better use
- Ordered iPads for small kiosk stations around the upstairs
- Created a Visitor Center Guidelines and Operations Manual

Visit Ouray

Website updates:

- Events Page, added link to city events calendar - a request from a local that I met at Ouray Brewery
- Created Arts Page (separated out from History and Arts)
- Created History Page separate
- Added Arts to the homepage
- Added avalanche routes to avalanche info page
- Added Moxie Mountain Guides
- Added UpstART to art page
- Updated Ice Climbing Page
- Updated Travel Alerts page with new construction coming on 550
- Updated Events (Will be training Lead CSA to add events)
- New blog post on 1/2 day of ice climbing

Media Mentions (last page of the Businesses Advertised document)

Submitted a letter of intent for a Tourism Management Grant



TOURISM & DESTINATION MARKETING REPORT

Visit Ouray Continued

Media Partnerships:

- Jim Gladstone - LGBTQ+ Magazine
 - Thank you to: Ouray Mountain Sports, Ouray Ice Park, Moxie Mountain Guides, Twin Peaks Lodge, Ouray Mountain Dog Arts
- Emily Hamilton - Social Influencer @wandering_em
 - Thank you to St. Elmo Hotel, San Juan Mountain Guides, Ouray Ice Park, Ouray Hot Springs, KJ Wood Distilling
- Tim Banfield - Social Influencer @iceclimbing @howtoiceclimb
 - Thank you Ouray Riverside Resort, Ouray Ice Park

Social Media:

- Educational Posts
 - Snow Sheds, What are they? (request by a follower on Instagram)
 - XC Ski Etiquette
 - Ouray winter driving tips for Ouray Continued (The Burning Ass Trading Company)
- January business spot lights (You can see the results on the "Businesses Advertised" document)
 - Ouray International Film Festival, Ouray Ice Fest, Moxie Mountain Guides, San Juan Mountain Guides
- Facebook Insights for Last 28 Days | 316,106 page reaches
- Instagram Insights for Dec 1 - Dec 27 | 38,965 reaches
- 1822 followers on TikTok (grew by 200+ followers)
- New Youtube Videos
 - Intro to Ice Climbing with San Juan Mountain Guides
 - Ice Climbing Clinic and Introduction of Moxie Mountain Guides
- Boosted 2-Day Itinerary on Facebook
 - After three days we have reached 25,566 people

Tourism and Destination Marketing Director volunteered at the Senior Luncheon and at the Ouray Ice Festival



TOURISM & DESTINATION MARKETING REPORT

Visit Ouray Continued

Newsletters:

- 1/1/23 Visit & Local
- 1/19/23 Local - Sharing news with the Colorado Tourism Office, and article on top trends for 2023 social media
- 2/1/23 Visit & Local
- See results and mentions in attached document "Business's Advertised"
- Sign up for local newsletter at TinyURL.com/OurayTourismNews

Visitor Guide:

- Creating content & sketching the layout for stories

Wayfinding:

- Currently looking over the nomenclature list (what amenities, attractions, services, buildings, education, parking, parks, trails, places, and restrooms are on the signs)

Meetings Attended:

- Ridgway, Ouray, Montrose Collaboration Meeting 1.4.23
- TAC 1.10.23
- ORRCA Meeting 1.11.23
- Care for Colorado Coalition 1.19.23
- Avalanche Safety Talk 1.25.23
- Do Ouray Right Initial Meeting 1.27.23
- Met with The Wright Opera House for collaboration efforts 1.31.23
- Introduction to Leave No Trace Skills and Ethics 2.1.23

New Visit Ouray app:

- Discussing a different opportunity with an app developer
- Pro bono project
- Inclusion of augmented reality to to app
 - Directions to destinations would include arrows on the ground pointing in the right direction for example

NEWSLETTERS			
January 1, 2023		February 1, 2023	
Sent to	959	Sent to	978
Opened	605	Opened	
Unsubscribers	20	Unsubscribers	
<i>Business/ Events Highlighted</i>	<i>Clicks</i>	<i>Business/ Events Highlighted</i>	<i>Clicks</i>
All In Ice Fest	8	Murder Mystery Dinner	
Ouray Ice Fest	11	Ouray Winter Wine Festival	
Ouray Wine Festival	9	Swipes Right	
Andy Carrie - Burning Ass Trading Co	41	Cabin Fever Days	
Twin Peaks Lodge and Hot Springs	13	Paradox Ice Fest	
Ouray Mountain Sports	3	Box Canyon Lodge	
		Moxie Mountain Guides	
<i>Links</i>			
Basecamp Ouray	1	<i>Links</i>	
Mountain Trip	1	St Elmo	
San Juan Mountain Guides	1	Thai Chili	
Ouray Mountain Sports	3	KJ Wood Distillers	
		San Juan Mountain Guides	
		Ouray Pool and Hot Springs	
		Little Bucket of Flowers	
		Mouse's Chocolates	

SHOPPING							
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY	
Columbine Mineral Shop	7.25.22	TT, IG, FB, IG Highlights	24,495 views	4,053 reached	549 views	TT = TikTok	
Ouray Bookshop	8.22.22	Highlights, TT, IG, FB	10,507 views	1715 reached	73 views	IG= Instagram	
Gator Emporium		Highlights				FB= Facebook	
Chief Ouray Trading Post	10.3.22	Highlights, TT, IG, FB	4,349	1,121	112		
Twig and Feather		Highlights				*Results are after 7 days	
Little Bucket of Flowers	8.1.22	TT, IG, FB, IG Highlights	9,199 views	2,307 reached	75 views		
Ouray Mountain Sports		Highlights					
Ouray Grocery		Highlights					
The Shaggy oo		Highlights					
Khristopher's Culinaire	8.16.22	IG, FB, Highlights	5,919 reach	3,041 reached	-	Note: Didn't do video. Only photos	
Silver Lynx		Highlights					
O'Toys	12.19.22	Highlights, TT, IG, FB	5,271	1,468	389		
Color and Quil		Highlights					
Mountain Fever		Highlights					
Ouray Hardware & Mercantile	12.16.22	IG, FB, TT, Highlights	12.2 K	1646	611		
The Burning Ass Trading Company	12.28.22	IG, FB, TT, Highlights, Youtube	17.4K	2411	712		
	12.29.22	IG, FB, TT, Highlights	16.8K	1217	1167		
	12.30.22	IG, FB, TT, Highlights	10.2K	1023	350		
	1.3.23	IG, FB, TT, Highlights					

GUIDES							
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	Notes	KEY
Ouray Via Ferrata		Highlights					TT = TikTok
Hot Springs		Highlights					IG= Instagram
Ouray E Bike Rentals		Highlights					FB= Facebook
San Juan Mountain Guides	1.11.23	Highlights, IG, FB, TT, youtub	13,400	3,739	747		
Basecamp Ouray		Highlights					*Results are after 7 days
Alpine Scenic 4X4		Highlights					
Canyoning Colorado	8.29.22	Highlights, IG, FB, TT	11,287 viewers	4,097 reached	102 views	These results were only after 4 days. Posted a gallery of photos on Facebook instead of TikTok video	
Altitude Adventures		Highlights					
Switzerland of America		Highlights					
Ouray Riverside Resort Jeep Rentals		Highlights					
Ride-N Adventures		Highlights					
Ouray Mountain Adventures		Highlights					
San Juan Scenic Jeep Tours		Highlights					
Colorado West Jeeps		Highlights					
Mountain Trip		Highlights					
Moxie Mountain Guides	1.26.23	Highlights, IG, FB, TT	5071	1586	251	71 views on Youtube	

ART							
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY	
Mountain Dog Arts	9.12.22	Highlights, IG, FB, TT	9,289	8,282	100	TT = TikTok	
The Wright Opera House	10.4.22	Highlights, IG, FB	5,472	1,632		IG= Instagram	
Ouray Glassart and Pottery	8.8.18	Highlights, IG, FB, TT	13,700	2,044	81	FB= Facebook	
Mike Simpson's Gallery & Studio	11.14.22	Highlights, IG, FB, TT	8,163	1245	343		
						*Results are after 7 days	

LODGING							
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY	
Box Canyon	11.3.22	Highlights Visit Colorado Takeover	135 K	192 shares	79.1 K	TT = TikTok	
Imogene Hotel		Highlights				IG= Instagram	
Ouray Riverside Resort		Highlights				FB= Facebook	
	1.25.23	IG via @IceClimbing	19K				
	2.3.23	IG via @IceClimbing	544 likes				
Wiesbaden	11.3.22	Highlights Visit Colorado Takeover	135 K	192 shares	79.1 K		
	11.17.22	TT, IG, FB	19.8K	1,889	818		
	12.20.22	TT, IG, FB	17K	2,549	653		
Twin Peaks Lodge	9.8.22	Highlights, IG, FB, TT	11,611	4,848	385	*Results are after 7 days	
	11.3.22	Highlights Visit Colorado Takeover	135 K	192 shares	79.1 K		
Hotel Ouray		Highlights					
Alpily Inn		Highlights					
Beaumont Hotel & Spa		Highlights					
China Clipper Inn		Highlights					
River Run Cabins		Highlights					
Timber Ridge Lodge		Highlights					
San Juan Chalet		Highlights					
4J+1+1 RV Park & Campground		Highlights					
Ouray Main Street Inn		Highlights					
Hot Springs Inn		Highlights					
St. Elmo Hotel	12.14.22	Highlights, IG, FB, TT	10,701	11,605	305		

RESTAURANTS						
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY
Ouray Brewery		Highlights				TT = TikTok
Goldbelt		Highlights				IG= Instagram
Sauvage Spectrum	11.18.22	Highlights, IG, TT, FB	6,052	711	170	FB= Facebook
Kamis Samis		Highlights				
Bon Ton		Highlights				*Results are after 7 days
Mojo's		Highlights				
Thai Chili		Highlights				
The Outlaw		Highlights				
Timber Line Deli		Highlights				
Ouray Cafe & Steakhouse		Highlights				
Imogene Hotel and Rooftop Bar		Highlights				
Brickhouse 737		Highlights				
Ouray Meat and Cheese	10.17.22	Highlights, IG, TT, FB	13,781	2,113	287	
Ouray Liquors		Highlights				
Maggies Kitchen		Highlights				
Artisan Bakery & Cafe		Highlights				
The Gray Upstairs Tavern	11.7.22	Highlights, IG, TT, FB	11,900	3,289	813	
Brown Chicken Brown Cow Icecream	11.7.22	Highlights				

HEALTH						
NAME OF BUSINESS	DATE ADVERTISED	WHERE PUBLISHED	RESULTS IG	RESULTS FB	RESULTS TT	KEY
Elevate Day Spa		Highlights				TT = TikTok
Salon Envy		Highlights				IG= Instagram
Wiesbaden Hot Springs		Highlights				FB= Facebook
Ouray Hot Springs Pool	11.3.22	Highlights Visit Colorado Takeover	135 K	192 shares	79.1 K	
						*Results are after 7 days

Application for a Special Events Permit

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|---|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input checked="" type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate OURAY ELKS LODGE 492	State Sales Tax Number (Required)
---	-----------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO BOX 647 421 MAIN ST OURAY, COLORADO 81427	3. Address of Place to Have Special Event (include street, city/town and ZIP) 421 MAIN STREET OURAY, COLORADO 81427
--	---

4. Authorized Representative of Qualifying Organization or Political Candidate SHELLY KUHLMAN	Date of Birth
---	---------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
PO BOX 83 OURAY, CO 81427

5. Event Manager SHELLY KUHLMAN	Date of Birth	Phone Number
---	---------------	--------------

Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager
---	--------------------------------

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <u>2</u>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To
02/25/23	5p.m.	12 P.m.									

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Shelly Kuhlman</i>	Title HOUSE COMMITTEE	Date 01/12/23
------------------------------------	---------------------------------	-------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Bed and Breakfast Permit Application

2341 Bed and Breakfast Permit	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal	\$71.25
--------------------------------------	------------------------------	--	----------------

1. Name of Applicant EYESGO LLC	Liquor License Number 03-06270		
2. Trade Name of Establishment (DBA) OURAY INN			
3. Address 120 WEST 6TH AVENUE	Phone Number 9703254445		
City Ouray	County Ouray	State CO	ZIP Code 81427
4. Mailing Address (Number and Street) PO BOX 847	City Ouray	State CO	ZIP Code 81427

- Attach a copy of a deed or lease in the exact name of the applicant only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance).
- Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed.

Pursuant to 12-47-410, C.R.S., Applicant hereby states that it qualifies for a Bed and Breakfast Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority:

_____ That it has no more than 20 sleeping rooms, and

_____ That it provides at least 1 meal per day at no charge other than for overnight lodging, and

_____ That it does not sell alcohol beverages by the drink or in sealed containers, and

_____ That it will not serve alcohol beverages for more than 4 hours in any one day, as follows:

Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours	Saturday Hours	Sunday Hours
From: 4 p.m.	From: 4 p.m.	From: 4 p.m.	From: 4 p.m.	From: 4 p.m.	From: 4 p.m.	From: 4 p.m.
To: 8 p.m.	To: 8 p.m.	To: 8 p.m.	To: 8 p.m.	To: 8 p.m.	To: 8 p.m.	To: 8 p.m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title Owner / Managing member	Date 11/13/23
---------------	----------------------------------	------------------

Report and Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	Date filed With Local Authority	
Signature	Title	Date

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Date License Issued	License Account Number	Period	
2341-100	(999)	2102	750 (999) TOTAL



Submit to Local Licensing Authority

**BRICKHOUSE 737
 PO BOX 806
 Ouray CO 81427**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$ 75
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 625

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BRICKHOUSE 737 LLC		Doing Business As Name (DBA) BRICKHOUSE 737	
Liquor License # 03-06211	License Type Hotel & Restaurant (city)		
Sales Tax License Number 31414600	Expiration Date 04/04/2023	Due Date 02/18/2023	
Business Address 737 MAIN STREET Ouray CO 81427			Phone Number 9703250565
Mailing Address PO BOX 806 Ouray CO 81427		Email contact@brickhouse737.com	
Operating Manager HANS VANDER PLOEG	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <i>FULL TILT SALOON</i>		Doing Business As Name (DBA) <i>FULL TILT SALOON</i>	
Liquor License # <i>03-13244</i>	License Type <i>HOTEL + RESTURANT</i>		
Sales Tax License Number <i>33036827</i>	Expiration Date <i>4/19/2023</i>	Due Date <i>03/05/2023</i>	
Business Address <i>126 MAIN STREET Ouray CO 81427</i>			Phone Number <i>720-737-8953</i>
Mailing Address <i>P.O. BOX 691 Bidway CO 81432</i>		Email <i>FULLTILTSAOONCO@GMAIL.COM</i>	
Operating Manager <i>JEREMIAH TILTON</i>	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <i>2024</i>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Submit to Local Licensing Authority

**BEAUMONT GRILL
 PO BOX 1265
 Ouray CO 81427-1265**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 550.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BEAUMONT FOOD SERVICE LLC		Doing Business As Name (DBA) BEAUMONT GRILL	
Liquor License # 12-89458-0000	License Type Hotel & Restaurant (city)		
Sales Tax License Number 12894580000	Expiration Date		
Business Address 505 MAIN ST Ouray CO 81427		Phone Number 9703257000	
Mailing Address PO BOX 1265 Ouray CO 81427-1265		Email [Handwritten]	
Operating Manager Jennifer Leaver	Date of Birth	Address	Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

ORDINANCE NO. 1 (SERIES 2023)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING SECTION 13-6-D OF THE OURAY MUNICIPAL CODE TO CLARIFY SNOW AND ICE ACCUMULATION REMOVAL PROVISIONS FROM ABUTTING SIDEWALKS BY USE OF A TRACTION AGENT ANY TIME ICE BUILDS REGARDLESS OF WHETHER A SNOW EVENT HAS OCCURRED OR THE CAUSE OF SUCH ICE BUILDUP; ADDING SUBSECTION 13-6-I TO THE OURAY MUNICIPAL CODE TO ESTABLISH AFFIRMATIVE DEFENSE OF SNOW AND ICE REMOVAL EFFORTS.

WHEREAS, the City has significant snow fall in the winter and has historically not enforced its regulations requiring snow and ice removal from sidewalks after each snow event so that pedestrians may walk safely on City sidewalks.

WHEREAS, without adequate enforcement, many City sidewalks are inaccessible to pedestrians in the winter causing people to walk in the streets.

WHEREAS, City Council implemented a policy for snow removal of snow and ice from sidewalks and established assessment and penalty provisions.

WHEREAS, City staff issued warning letters to those who are violating the new ordinance and feedback after the first round of warning letters suggests that some property owner use a traction agent in place of shoveling or believe the duty to remove ice is connected with a snow event.

WHEREAS, City Council determines this amendment is necessary it is necessary preserve the public health, safety, and welfare by requiring abutting property owners to remove of ice from City sidewalks anytime it accumulates and not just after a snow event.

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

SECTION 1: SUBSECTION AMENDMENT.

Subsection D of Section 13-6 Sidewalk Construction, Maintenance and Civil Liability is repealed and replaced as follows:

- D. The owner, occupant, or party in actual possession of property abutting any City sidewalk shall be jointly and severally liable for any failure to remove snow and ice from any abutting City sidewalk. Snow and ice shall be removed from the abutting sidewalk within twenty-four (24) hours after a snow event with less than twelve inches (12”) of

accumulated snow or forty-eight (48) hours after a snow event with more than twelve inches (12”) of accumulated snow.

1. Removal of snow means shoveling the sidewalk such that the snow accumulation is removed.
2. Removal of ice means using a traction agent, such as sand or salt, to melt ice accumulation whenever ice forms over an abutting sidewalk regardless of whether a snow event has occurred or the cause of such ice accumulation.

SECTION 2: SUBSECTION ADDITION

A new Subsection I of Section 13-6 Sidewalk Construction, Maintenance and Civil Liability is added as follows:

- I. It shall be an affirmative defense to any enforcement action that owner, occupant, or party in possession of the real property abutting any City sidewalk took action to remove the accumulated snow and ice. The following will be considered in assessing this provision:
 1. Action was taken to fully remove the snow on abutting sidewalk or keep up with snow removal during a consecutive snow event.
 2. Action was taken to remedy the accumulation of ice which demonstrates a reasonable effort to maintain safe sidewalk access through the use of a traction agent to prevent ice accumulation and/or provide traction.

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: 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 5 to 0 vote of the Ouray City Council this 17TH day of JANUARY, 2023.

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 _____, 2023.

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. 1 (Series No. 2023), was introduced, read, and passed by the Ouray City Council on first reading on JANUARY 17, 2023. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on _____, 2023, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 202, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake, City Clerk

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF OURAY, COLORADO
(RESOLUTION NO. 2, 2023)**

A RESOLUTION SUPPORTING THE APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL
AFFAIRS FOR THE MAIN STREET CANDIDATE PROGRAM

WHEREAS, The City of Ouray is an incorporated municipality within the State of Colorado; and,

WHEREAS, The City of Ouray embraces the four established principles of the Colorado Main Street Program and with our partner members, will fully utilize the technical assistance and principles to enhance and diversify the City's downtown economic and historic base; and,

WHEREAS, The City of Ouray City Council strongly believes it should become a Main Street Candidate Community and will commit to the revitalization of the downtown district through the context of preservation, community self-reliance, local ownership, enhancement, and development of the downtown.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF OURAY, COLORADO, THAT:

The City Council of the City of Ouray supports application to the Department of Local Affairs Main Street Program for the purpose of becoming a Candidate Community and will commit to the revitalization of the City's downtown district through the principles of the Colorado Main Street Program.

THIS RESOLUTION was approved and adopted the 6th day of February, 2023, by the Mayor and Council of the City of Ouray, Colorado.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

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 FEIN Number
KAMIS SAMIS LLC **88-1920551**

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
KAMIS SAMIS **953328A3** **970 325 6242**

3. Address of Premises (specify exact location of premises; include suite/unit numbers)
636 MAIN STREET

City County State ZIP Code
OURAY **OURAY** **CO** **81427**

4. Mailing Address (Number and Street) City or Town State ZIP Code
PO BOX 513 **OURAY** **CO** **81427**

5. Email Address
KAMI@KAMISSAMIS.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
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
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- | | |
|---|---|
| <input checked="" type="checkbox"/> Application Fee for New License \$1,100.00
<input 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 \$30.00
<input type="checkbox"/> Manager Registration - Tavern \$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment \$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00
<input type="checkbox"/> Optional Premises License (City) \$500.00
<input type="checkbox"/> Optional Premises License (County) \$500.00
<input type="checkbox"/> Racetrack License (City) \$500.00
<input type="checkbox"/> Racetrack License (County) \$500.00
<input type="checkbox"/> Resort Complex License (City) \$500.00
<input type="checkbox"/> Resort Complex License (County) \$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00
<input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50
<input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50
<input type="checkbox"/> Retail Liquor Store (City) \$227.50
<input type="checkbox"/> Retail Liquor Store (County) \$312.50
<input type="checkbox"/> Tavern License (City) \$500.00
<input type="checkbox"/> Tavern License (County) \$500.00
<input type="checkbox"/> Vintners Restaurant License (City) \$750.00
<input type="checkbox"/> Vintners Restaurant License (County) \$750.00 |
|---|---|

Section B Liquor License Fees*

- | |
|---|
| <input type="checkbox"/> Add Optional Premises to H & R \$100.00 X Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____
<input type="checkbox"/> Add Sidewalk Service Area \$75.00
<input type="checkbox"/> Arts License (City) \$308.75
<input type="checkbox"/> Arts License (County) \$308.75
<input type="checkbox"/> Beer and Wine License (City) \$351.25
<input type="checkbox"/> Beer and Wine License (County) \$436.25
<input type="checkbox"/> Brew Pub License (City) \$750.00
<input type="checkbox"/> Brew Pub License (County) \$750.00
<input type="checkbox"/> Campus Liquor Complex (City) \$500.00
<input type="checkbox"/> Campus Liquor Complex (County) \$500.00
<input type="checkbox"/> Campus Liquor Complex (State) \$500.00
<input type="checkbox"/> Club License (City) \$308.75
<input type="checkbox"/> Club License (County) \$308.75
<input type="checkbox"/> Distillery Pub License (City) \$750.00
<input type="checkbox"/> Distillery Pub License (County) \$750.00
<input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00
<input type="checkbox"/> Hotel and Restaurant License (County) \$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50 |
|---|

* Note that the Division will not accept cash

Questions? Visit: 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 KAMI HARRISON	Type of License HOTEL RESTAURANT	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"/>
or		
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 (>) 10,0000? 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 (<) 10,0000? 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"/>
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 type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input 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 ORPAY VENTURES LIMITED (WILLIAM ISABELLA GEYER)	Tenant KAMI HARRISON	Expires 5.31.2027
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 FOLSOM	First Name CHRISTOPHER	FEIN or SSN
Last Name	First Name	Date of Birth
		FEIN or SSN
		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/> <input checked="" type="checkbox"/>
Has a local ordinance or resolution authorizing optional premises been adopted?		
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>
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.		

Name KAMI HARRISON	Type of License HOTEL RESTAURANT	Account Number
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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? Yes No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No
 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 No
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? Yes No

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 No

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education? Yes No
 b. Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager HARRISON	First Name of Manager KAMI
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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 No
 Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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26. Tax Information. Yes No
 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 No
 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 No

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 KAMI HARRISON	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
Name	Home Address, City & State	DOB	Position	%Owned

Name KAMI HARRISON	Type of License HOTEL RESTAURANT	Account Number
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** 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:
 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.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title KAMI HARRISON - OWNER	Date 11.1.2022
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
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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:

- Fingerprinted
- 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)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes No

Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

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.

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?

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

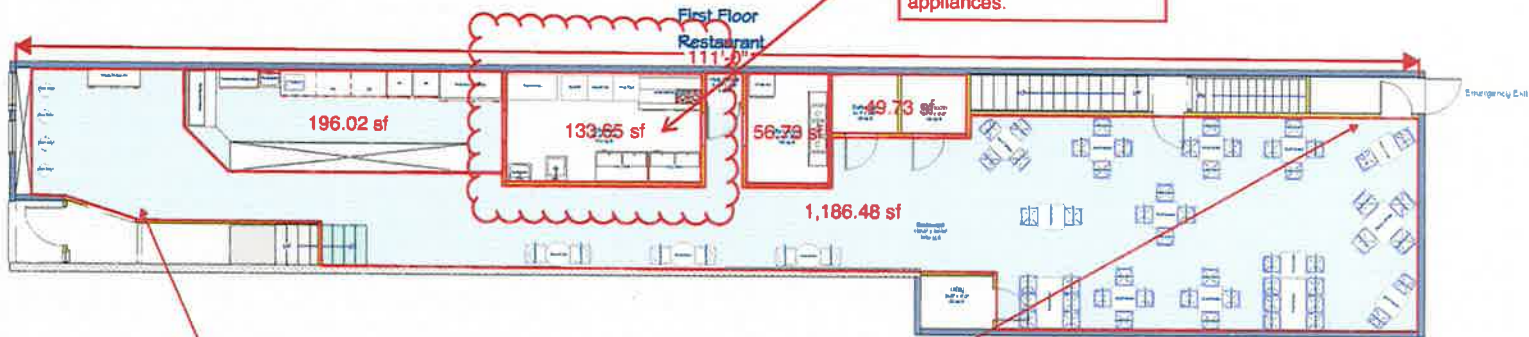
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
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Signature	Print	Title	Date
Signature	Print	Title	Date

Maximum Floor Area Allowances Per Occupant:
Unconcentrated (tables and chairs) = 1186.48 sf / 15 net = 79 Persons
Kitchens, commercial = 133.65 sf / 200 gross = 1 Persons
Business area = 196.02 sf / 100 gross = 2 Persons
Accessory (Bathrooms) = 1 occupant per bathroom = 2 Persons

TOTAL OCCUPANCY: 84 PERSONS

Portable fire extinguisher shall be within 30 ft of commercial cooking appliances.



Per Section 1004.3 Posting of occupant load, "Every room or space that is an assembly occupancy shall have the occupancy load of the room or space posted"...near the main exist or exist access doorway..." "Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent."

I, the undersigned, as a resident of the City of Ouray, do hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Kami's Samis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a resident of Ouray I desire to have the sales of alcohol available at this location. I understand that this business would be required to comply with all Colorado State Liquor License Regulations. I further state that it is my belief that the reasonable needs and desires of the residents of the City of Ouray would be met by licensing the sales of alcohol at 636 Main Street+A67:C92, Ouray.


NAME	SIGNATURE	STREET ADDRESS IN OURAY
Heather Smith	Heather Smith	1618 Oak St
Brenda Vanderhoff	Brenda Vanderhoff	529 5th ave
Erica Harris	Erica Harris	226 7th Ave +A
TRESHA JOHNSON	Tresha Johnson	417 Main St 338 Main St
TSPAD JOHNSON	Tresha Johnson	617 MAIN ST 338 MAIN ST
Dawn Glanc	Dawn Glanc	411 N. Pinecrest Dr.
Sara A. Martinez	Sara A. Martinez	680 2nd Street
Amy Winterrowd	Amy Winterrowd	335 5th St.
Sarah Gray	Sarah Gray	536 Sky Jal
John Moore	John Moore	191 5th Ave
John Fedel	John Fedel	122 Loretta Ct.
Randy TAZ	Randy TAZ	700 oak st
Adam C. Kunitz	Adam C. Kunitz	1500 OAK ST #15, OURAY, CO
Michelle Kuklman Hummel	Michelle Kuklman Hummel	1500 oak st #16 Ouray
Robert Hummel	Robert Hummel	1500 N oak st #16 Ouray
Justin Clark	Justin Clark	661 oak St Ouray
Madison Clark	Madison Clark	100 OAK STREET OURAY CO
Patricia Eischied	Patricia Eischied	327 4th Ave
Theodore H. Pullig	Theodore H. Pullig	790 Oak St 15E
TRINA PULLIG	Trina Pullig	790 OAK ST 15E
Michael Gray	Michael Gray	1500 OAK ST #1A OURAY
Erin Ebbes	Erin Ebbes	306 6th Ave Ouray

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 CARRIE.

Business THE BURNING ASS TRADING CO.

Business Address 725 MAIN STREET.

Signature 


Date 12/27/22.

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 Amy Winterrowd

Business Humble Mountain

Business Address 824 Main St. Ouray, CO

Signature 

Date 12/27/22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 Smith

Business O' Toys

Business Address 229 6th Ave

Signature Heather L Smith

Date 12-27-22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 Smith

Business Western Slope Business Solutions

Business Address 319 6th Ave

Signature Heather L Smith

Date 12-27-22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 TYISHA JOHNSON

Business TABJ CO DBA SILVER EAGLE SALOON

Business Address 617 Main St Ouray CO 81427

Signature Tyisha Johnson


Date 12/27/22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 THOMAS FEDEL

Business FEDEL PROVISIONS DBA OURAY GROCERY

Business Address 621 Main St. Ouray, CO 81427

Signature 

Date 12/27/22

As a Ouray business owner, I hereby state my support for the issuance of a Hotel & Restaurant Liquor License to Sami's Kamis, 636 Main Street, owned by Kamis Samis LLC. As grounds for my support, I state that as a business owner, I believe that Kami's Samis, 636 Main Street, will attract both tourists and locals to the City of Ouray. Furthermore, the availability of alcoholic beverages at Kami's Samis 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 Sarah Gray

Business The Gray

Business Address 935 Main St

Signature Sarah Gray

Date 12/27/22



APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

City of Ouray
320 6th Avenue
PO Box 468
Ouray, Colorado 81427
Telephone: (970) 325 7211 FAX: (970) 325 7212

An Equal Employment Opportunity Employer

Thank you for your interest in applying to serve on a City Committee. Please complete the following on your background. This information will allow us to select and appoint a balanced membership for each of our committees.

PART 1: PERSONAL DATA

Full Name: KAMI HARRISON
Physical Address: [Redacted]
Mailing Address: [Redacted]
E-Mail Address: [Redacted]
Home Telephone Number: [Redacted]
Business Telephone Number: [Redacted]
Present job title: OWNER KAMIS SAULS
Present employment is (check one) [X] Full-time [] Part-time
May we contact you at work for committee related issues? [X] Yes [] No
Do you [X] rent or [] own your home? If you own, do you have vacation rentals?

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:
[] Planning Commission [] Ouray Economic Development Committee [] Beautification
[] Park & Recreation (PARC) [X] Tourism Advisory Committee (TAC) [] Other:
How long have you lived in the City of Ouray? 4 YRS
What do you think are the major issues affecting our City?
- LACK OF STAFF / HOUSING
- WATER
- COMMUNICATION W/ TOURISTS / VISITORS ABOUT "SMALL MOUNTAIN TOWN" SPECIFIC ISSUES
How do you envision your contribution to this committee?
VIEWS FROM A RESTAURANT OWNERS PERSPECTIVE & HOPEFULLY SPEAK W/ OTHER OWNERS ABOUT THEIR ISSUES / SUGGESTIONS
If you own a business in Ouray, please list name (All businesses must be registered):
KAMIS SAULS

Signature [Handwritten Signature]

Date 1/13/2023

Print Name KAMI HARRISON

If you are interested in an opportunity to serve your community, please fill out the application and return to the above address.

CITY OF OURAY

Professional Service Agreement

THIS AGREEMENT is entered into effective February 6, 2023, by and between:

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

DHM Design Corporation, with its principal place of business being 900 S Broadway, Suite 300, Denver, CO 80209 (the Contractor).

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

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue until the scope of the contract services is complete but no later than August 1, 2023, at which time the City and the Contractor will either negotiate and execute a new agreement to complete the services, extend this agreement in writing, or their relationship under this agreement will terminate.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor according to the Budget Proposal attached and incorporated as Exhibit B. In no case shall the total amount payable by the City to Contract be more than \$54,897.50 unless the City agrees in writing.
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice monthly to the City describing the professional services rendered in accordance with Exhibit B. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the month, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefore.
5. CITY REPRESENTATIVE. The City designates the City Administrator, or a delegee, as its representative unless and authorizes him or her to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City representative.

6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.

7. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.
 - a. The Contractor shall procure and maintain the minimum insurance coverages listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
 - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000.00).

 - b. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

- c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.
 - d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, COLO. REV. STAT. § 24-10-101, *et seq.*
9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.
10. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
11. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
12. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
13. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.

14. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.
15. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
16. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be unenforceable or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be unenforceable.
17. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
18. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
19. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
20. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
21. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

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

CITY OF OURAY:

Silas Clarke, City Administrator

CONTRACTOR

DHM Design Corporation

, Principal

EXHIBIT A

Scope of Contractor Services

Exhibit A to Professional Services Agreement

Project Approach and Proposed Schedule

KEY ELEMENTS

Redefine and Update Priorities as Identified in the Community Plan and Previous Park Master Plan

Our process will let the community guide us on what the latest priorities area. It has been over 10 years since the previous master plan and new ideas are being generated.

Master Park and Trail Plan Inventory, Map, and Descriptions

We have completed many park and trail inventories and look at ADA accessibility, functionality, safety and lifespan of elements within existing parks.

Park and Trail Standards and User Types

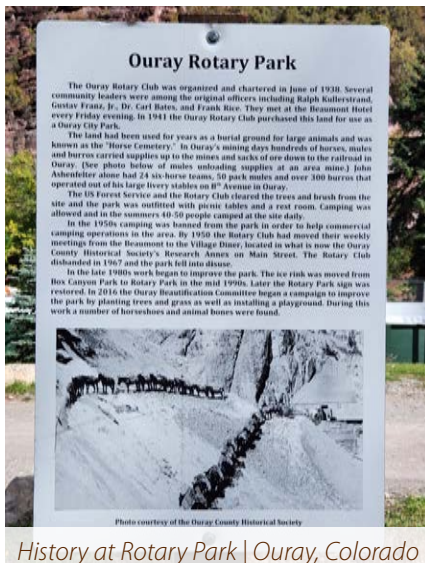
We will compare the level of service and walkability of Ouray's existing parks to nationwide standards. We know Ouray has some of the most unique park features of any city in the country. That should be emphasized and balanced with park, trail and recreation facilities for residents.

Key City Connectivity Corridors and Future Trail Opportunities

It is important to connect the major amenities within the City like Main St., the Hot Springs, Fellin Park, Rotary Park/Ice Rink, Box Canyon, the Ice Park and Perimeter Trail. Connecting these destinations with neighborhoods, schools and other pocket parks creates a vibrant, walkable community.

Implementation Matrix of Priority Projects, Estimated Costs, Maintenance Plan, and Responsibilities

On our most recent master plan in Butte, MT we created a detailed implementation plan that was critical to the steering committee and to people taking responsibility for the next steps in making ideas become a reality. Once the master plan was adopted by the Council of Commissioners some projects/tasks were able to begin immediately.



History at Rotary Park | Ouray, Colorado



Rock Climbing at Rotary Park | Ouray, Colorado

PROPOSED SCOPE OF SERVICES

PHASE 1: Kick Off Meetings, Site Investigations and Analysis

Site Visit #1

- Project Kickoff Meeting with City, Stakeholder Interviews, **Steering Committee Meeting #1**
- **Community Engagement Event #1**
- Gain insights on goals, needs, desires, strengths, challenges, and opportunities. Review results of previous community engagement efforts.
- Mapping and data gathering.
- Field inventory - evaluate existing park, natural resource/ open space areas and trail conditions.
- Prepare meeting notes for City staff to review

Phase 1 Summary of Deliverables

Deliverables:

- (1) Meeting Notes
- (1) Site Analysis Plan
- (1) Park Inventory Map and Summary
- (1) Trail Inventory Map and Summary

PHASE 2: Preliminary Concept Development

- **Steering Committee Meeting #2 (Virtual)** – confirm stakeholder and community input, share inventory and analysis data.
- Evaluation and mapping of future park and trail system: Identify and propose new trails, links to existing trails, and connectivity corridors.
- Prepare conceptual solutions for review and discussion.
- Prepare meeting notes for City staff to review.

Phase 2 Summary of Deliverables

Deliverables:

- DRAFT GIS Maps
- DRAFT Conceptual Park and Trail Plans

PHASE 3: Draft Master Plan Development

Site Visit #2

- **Steering Committee Meeting #3** – Preview draft master plan presentation and guide priorities for discussion during community engagement.
- **Community Engagement Event #2** – Draft Parks and Trails Master Plan presentation including narrative, maps, amenities, parks and trail descriptions, parks and trail standards and best practices. Provide interactive opportunity for citizen responses and inputs to the proposed plan.
- Gain insights on community priorities for proposed parks and trail improvements.
- Prepare Draft Master Plan
- Prepare meeting notes for City staff to review

Phase 3 Summary of Deliverables

Deliverables:

Meeting Notes

Draft Master Plan and Initial Opinion of Estimated Costs

PHASE 4: Master Plan Finalization

- **Steering Committee Meeting #4** – Preview draft #2 master plan presentation. (Virtual) Confirm community input has been incorporated. Provide final input to complete master plan.
- Prepare Final Planning Level Cost Estimating for Proposed Improvements
- Prepare Final Master Plan

Site Visit #3

- Presentation to City Council for Adoption

Phase 4 Summary of Milestones

Deliverables:

(4) Final Master Plan – Hard Copy and PDF

Notes:

The following tasks are available to be scoped for additional fees at the request of the client:

- Design based upon Final Master Plan
- Computer generated 3-D graphics of key areas
- Drone imagery of existing sites



Existing Playground at Rotary Park | Ouray, Colorado

PROJECT SCHEDULE

	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023
RFP Award & Contracting	█	█					
Project Start-Up: Meetings w/Consultants & Stakeholders		█					
Confirm Project Goals, Processes, Outcomes with Consultant & Stakeholders		█					
Inventory, Assessment & Mapping		█	█	█			
Initial Community Engagement			█				
Draft 1 of Parks & Trails Master Plan				█	█		
Follow-up Community Engagement Event					█		
Draft 2 of Parks & Trails Master Plan						█	█
Presentation to City Council and Public/Adoptions of Final Plan							█

For meetings please refer to the Budget Proposal on page 27.

FINAL DELIVERABLES

- GIS Maps - inventory of existing parks and trails, community activity areas, community connectivity opportunities, natural resource/open space areas
- GIS Maps - trail gaps, new trails, links to existing trails and, connectivity corridors and identified new amenities for the parks
- Analysis and description of parks and trail needs, issues, and opportunities
- Summary and documentation of citizen outreach meetings and inputs
- Recommended design standards for type of use, new amenities, best practices and improvements, and maintenance recommendations
- Other concepts/images for design features of parks and trails, landscape features that will help to integrate the parks and trails master plan into the community
- Final Parks and Trails Master Plan
- Final document shall be provided in an electronic PDF format

References

Sara Bachman

Town of Natuirta

sara@bachmanlawllc.com

Rick Noll

City of Ouray Resources Director

970.325.7065 | nollr@cityofouray.com

Becky Frank

Town of Green Mountain Falls (Previously with Victor Colorado)

719.684.9414 | manager@gmfco.us



Washington Park | Victor, CO

EXHIBIT B
Fee Schedule

Budget Proposal

Exhibit B to Professional Service Agreement

	Principal	Associate	Designer	Graphic Designer	Drone Services	Clerical	Reimbursables	Total
Hourly Rates	\$175.00	\$115.00	\$95.00	\$95.00	\$95.00	\$75.00	Mileage, Lodging, Prints, Etc.	
Phase 1: Kick Off Meetings, Site Investigations and Analysis								
Kick-off Meeting with Stakeholders (virtual) (Meeting #1)	2	2						\$580.00
Public Meeting/Site Visit Preparation/Site Visit #1	16	16			8	8		\$6,000.00
Site Data Gathering: GIS Maps, Analysis of Parks and Trails needs, issues, and opportunities	2	16	16					\$3,710.00
Public Meeting (Meeting #2)		12	12					\$2,520.00
Stakeholder Meetings (Meeting #3)		2	2					\$420.00
							Subtotal	\$13,230.00
Phase 2: Preliminary Concept Development								
Prepare GIS Maps for inventory of existing parks and trails, community activity areas, community connectivity opportunities, natural resource/open space areas.	2	6	8					\$1,800.00
Prepare GIS Maps for trail gaps, new trails, links to existing trails and, connectivity corridors and identified new amenities for the parks.	2	6	8					\$1,800.00
DRAFT concepts for design features of parks and trails, landscape features that will be integrated into the parks and trails master plan.	4	24	40					\$7,260.00
Analysis and description of parks and trail needs, issues, and opportunities.	1	4	4					\$1,015.00
							Subtotal	\$11,875.00
Phase 3: Master Plan Development								
Develop Draft 1 of Parks and Trails Master Plan	4	30	60					\$9,850.00
Stakeholder Meeting (Meeting #4) (Optional; could be changed to virtual meetings for a savings of \$8,000)		2	2					\$420.00
Site Visit #2		6	6					\$1,260.00
Public Meeting (Meeting #5) Present Draft 1 to provide an interactive opportunity for citizen responses and inputs to the proposed plan		4	4					\$840.00
							Subtotal	\$12,370.00
Phase 4: Master Plan Finalization								
Prepare Final Draft Parks and Trails Master Plan	4	16	32					\$5,580.00
Prepare Presentation of Final Draft Document		16						\$1,840.00
Stakeholder Meeting (Meeting #6)		2	2					\$420.00
Final Revisions to Parks and Trails Master Plan		16	40					\$5,640.00
Submit Final Parks and Trails Master Plan		4	8					\$1,220.00
							Subtotal	\$14,700.00
							Reimbursables (mileage, hotels, printing)	\$2,722.50
							TOTAL	\$54,897.50
Additional Tasks Available (if requested by client)								
Add Option 1: Drone Flights for Data Gathering					8			\$760.00
Add Option 2: Site visit by Jim Kehoe to review stage site locations	12							\$2,100.00
Add Option 3: Conceptual design options for Fellin Park stage (Jim Kehoe)	50							\$8,750.00
							Subtotal	\$11,610.00

Assumptions:

- Existing GIS data will be provided by the City. Assumes no additional survey is needed.
- Printing - final report 3 color copies for City. All other draft and review copies to be digital pdf's.
- Assume 3 trips to Ouray for site visits/public meetings. Assumes other meetings to be virtual.
- No public meetings scoped for Jim Kehoe at this time.
- Creation of a website is not included.

Ouray Hot Springs Swimming Pool and Fitness Center - 2023 Admission Pricing Proposal

Daily Admissions	2022	%	\$	2023 (March 1st proposed)
Child 3 and under	Free			Free
Youth 4 - 17	\$ 14.00	14%	\$ 2.00	\$ 16.00
Adult 18 - 61	\$ 21.00	24%	\$ 5.00	\$ 26.00
Senior 62 - 74	\$ 16.00	13%	\$ 2.00	\$ 18.00
75+	Free			Free

Punch Passes		%	\$	March 1 Proposed
Ten Punch Pass	\$ 120.00	50%	\$ 60.00	\$ 180.00
Twenty Punch Pass	\$ 224.00	43%	\$ 96.00	\$ 320.00

2021 Admissions Revenue	\$ 1,997,805
2022 Admissions Revenue	\$ 2,097,087
2023 estimated admissions revenue with same number of visitors as 2022	\$ 2,941,207
2023 budgeted expenses less capital*	\$ 2,559,080
2023 projected operating profit (loss)	\$ 382,127

Slides	Current price	Proposed Price
	\$3.00	\$ 5.00

Memberships	3 Month Pool				3 Month Gym				3 Month Pool and Gym			
	2022	%	\$	2023 Proposed	2022	%	\$	2023 Proposed	2022	%	\$	2023 Proposed
Resident												
Single	\$ 80.00	10%	\$ 8.00	\$ 88.00	\$ 80.00	10%	\$ 8.00	\$ 88.00	\$ 105.00	14%	\$ 15.00	\$ 120.00
Senior	N/A				N/A				N/A			
Add-on	\$ 30.00	10%	\$ 3.00	\$ 33.00	\$ 30.00	10%	\$ 3.00	\$ 33.00	\$ 60.00	8%	\$ 5.00	\$ 65.00
Non-resident												
Single	\$ 80.00	25%	\$ 20.00	\$ 100.00	\$ 80.00	25%	\$ 20.00	\$ 100.00	\$ 105.00	29%	\$ 30.00	\$ 135.00
Add-on	\$ 30.00	33%	\$ 10.00	\$ 40.00	\$ 30.00	33%	\$ 10.00	\$ 40.00	\$ 60.00	25%	\$ 15.00	\$ 75.00

Memberships	12 Month Pool				12 Month Gym				12 Month Pool and Gym			
	2022	%	\$	2023 Proposed	2022	%	\$	2023 Proposed	2022	%	\$	2023 Proposed
Resident												
Single	\$ 135.00	11%	\$ 15.00	\$ 150.00	\$ 135.00	11%	\$ 15.00	\$ 150.00	\$ 220.00	14%	\$ 30.00	\$ 250.00
Senior	\$ 75.00	13%	\$ 10.00	\$ 85.00	\$ 75.00	13%	\$ 10.00	\$ 85.00	\$ 125.00	12%	\$ 15.00	\$ 140.00
Add-on	\$ 45.00	11%	\$ 5.00	\$ 50.00	\$ 45.00	11%	\$ 5.00	\$ 50.00	\$ 70.00	14%	\$ 10.00	\$ 80.00
Non-resident												
Single	\$ 165.00	27%	\$ 45.00	\$ 210.00	\$ 165.00	27%	\$ 45.00	\$ 210.00	\$ 275.00	27%	\$ 75.00	\$ 350.00
Add-on	\$ 50.00	30%	\$ 15.00	\$ 65.00	\$ 50.00	30%	\$ 15.00	\$ 65.00	\$ 75.00	27%	\$ 20.00	\$ 95.00

Groups that receive free admission *City of Ouray Employees *Ouray Volunteer Fire Department *City Committee members *Students at Ouray School District (pool only) *Ouray City Councilmembers *Ouray Ice Park Farmers, during season (pool only)	Groups that receive discounted admissions (40% off, no discount for add-ons) *Ouray Mountain Rescue Team *Ridgway Volunteer Fire Department *Silverton Volunteer Fire Department *Loghill Volunteer Fire Department *Ouray Teachers and Staff
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IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Ouray here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, **after the initial 1-YEAR TERM**, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately

become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Portal Setup Contact (if applicable) _____ Title _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Ouray	Population- 923
320 6th Ave, Ouray, CO 81427	Prepared by: Chad Watterson / Mike McKee

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Community Development (Enterprise Package)</p> <p>*Permit Management *Code Enforcement *Portal Home (Permit, Code Enforcement, and License) *Online credit/debit card processing integrated with iWorQ (Xpress Bill Pay).</p> <p>-Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -3 Scheduled Reports -6 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters -OpenStreetMap tracking abilities with quarterly updates</p> <p>GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information monthly from the published service.</p> <p>Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)</p>	\$5,000	Annual

Plan Review Management <ul style="list-style-type: none"> - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Must have premium data to use 	Included	Annual
Bluebeam Integration <p>iWorQ integration with Bluebeam Studio Prime *StudioPrime is required for integration and all Bluebeam products will need to be purchased directly from Bluebeam or authorized distributor/dealer.</p>	Included	Annual
Rental License Management <ul style="list-style-type: none"> -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Rentals -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters/webforms -Reminder letter generation 	\$1,700	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$6,700	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$4,300	\$4,300	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$10,300	\$4,300	Year One
Grand Total Due Year 1	\$17,000	\$11,000	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days.
- III. This cost proposal cannot be disclosed or used to compete with other companies.

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Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, **after the initial 1-YEAR TERM**, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately

become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Ouray	Population- 923
320 6th Ave, Ouray, CO 81427	Prepared by: Mike McKee

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Public Works Package (Infrastructure)</p> <p>Package includes:</p> <ul style="list-style-type: none"> * Work Management * Sign Management * Pavement Management * Water Management * Sewer Management <ul style="list-style-type: none"> - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - 3 scheduled reports - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Water Asset layers on OpenStreetMap (Hydrants, Lines, Valves.) - Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps.) <p>GIS RestServices Public Works</p> <ul style="list-style-type: none"> - iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data monthly: <p>Water Management Includes: hydrants, valves, and lines Sewer Management Includes: manholes, pumps, and lines Additional attribute data for each capital asset is \$500 annually.</p> <p>*Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour. \$250 to accommodate new configuration changes.</p>	\$5,000	Annual

<ul style="list-style-type: none"> * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage 		
<p>Fleet Management</p> <p>Includes:</p> <ul style="list-style-type: none"> *Fleet Management *Work Management *Internal Fleet Request <p>-Available on any computer, tablet, or mobile device using Chrome Browser</p> <p>-Manually track fuel log or fuel imports (requires CSV or TXT file for import)</p> <p>-Work orders for employee cost, inventory, and purchase orders</p> <p>-Maintenance schedules, work order scheduling, and templates</p> <p>-Inventory management</p> <p>-Daily trip inspection form</p> <p>-Configurable dashboard, fields, and reports</p> <p>Fleet Requests</p> <ul style="list-style-type: none"> -Allows Mechanics/Employees the ability to submit vehicle maintenance requests through the Online Portal -Webform/Link for Mechanics/Employees -Allows Mechanics/Employees the ability to search for previous maintenance requests -Ability to create work orders from vehicle maintenance requests -Configurable dashboard, fields, and reports -Includes Premium Data (25MB Uploads, 100GB Total Storage) 	\$1,700	Annual
<p>Stormwater Package</p> <p>Package includes:</p> <ul style="list-style-type: none"> *Work Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history <p>*SWPP Permit Management</p> <ul style="list-style-type: none"> - Issue permits (SWPP) 	\$1,700	Annual

<ul style="list-style-type: none"> - Track and manage inspection schedules - Unlimited access to iWorQ's template library, including 3 custom letters <p>*Capital Asset Management</p> <ul style="list-style-type: none"> - Track location, inspections, maintenance, and work orders for MS4 compliance - Asset layers on OpenStreetMap (Catch basins, Inlets, outfalls, Lines.) - Set maintenance, inspection, and work order schedules - Manage and reduce illicit discharge <p>* Available on any computer, tablet, or mobile device using Chrome browser</p> <ul style="list-style-type: none"> * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage 		
Subscription Fee Total (This amount will be invoiced each year)	\$8,400	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$5,600	\$5,600	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$12,500	\$5,600	Year One
Grand Total Due Year 1	\$20,900	\$14,000	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

**INTERGOVERNMENTAL AGREEMENT BETWEEN OURAY COUNTY AND CITY
OF OURAY CONCERNING NOXIOUS WEED MANAGEMENT AND CONTROL
SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT, (the “IGA”) is made and entered into this ___ day of _____, 2023 (the “Effective Date”) by and between the **COUNTY OF OURAY, COLORADO**, acting by and through the Board of County Commissioners (the “County”); and **CITY OF OURAY, COLORADO** (the “CITY”).

RECITALS

WHEREAS, pursuant to C.R.S. § 35-5.5-101, *et seq.*, the Colorado Noxious Weed Act (“the Act”), the County is authorized and required to adopt and implement a noxious weed management plan for the unincorporated lands within Ouray County.

WHEREAS, pursuant to such mandate in the Act, the County, by and through the Ouray County Weed Advisory Board, has developed and adopted the Ouray County Weed Management Plan (the “County Plan”), a copy of which is available from the County upon request.

WHEREAS, the County Plan describes, among other things, certain parts of Ouray County that are encompassed thereby.

WHEREAS, pursuant to the Act, municipalities are authorized and required to adopt a weed management plan for all lands within their boundaries.

WHEREAS, pursuant to the Act, municipalities may contract for the management of noxious weeds.

WHEREAS, pursuant to the Act, municipalities and counties may cooperate in the exercise of any powers and authorities granted by the Act.

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(A) and C.R.S. § 29-1-201, *et seq.*, any political subdivision of the State of Colorado may cooperate or contract with another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, but only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

WHEREAS, the City desires to retain the County to conduct a survey of noxious weeds on all public property subject to the control or supervision of the City, provide a report, make recommendations as to appropriate treatment, and then to conduct treatments including application of herbicide treatments as approved by the City, in locations determined by both the City and the County.

WHEREAS, the County desires to perform these duties and agrees to provide a report of locations of noxious weed populations and make recommendations before conducting any herbicide applications with a decision to be made by the City in consultation with the County, for each location recommended to receive herbicide treatment.

WHEREAS, the County desires to perform these duties, and the City and the County agree that such work shall be performed under the terms and conditions set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the City hereby agree as follows:

SECTION I DESCRIPTION OF WORK

Pursuant to the specific direction of the City or its designated agent or representative, the County agrees to work cooperatively with the City, and will furnish the labor, equipment, material, supplies, tools, supervision, and consultation services that are reasonably necessary to conduct a survey of noxious weed problems on all property within the public property subject to the control or supervision of the City that will result in a County Report (the "County Report") describing the location, type and extent of weed populations and recommend appropriate removal and control methods.

For each location recommended for herbicide application by the County Report, the City will evaluate the recommendation and notify the County whether the City wishes the County to apply herbicide treatment. Following the written or verbal notice from the City identifying the specific locations where the City requests herbicide application, a County representative (the "County Representative") and a representative from the City shall conduct a site walk, if requested by either party, and shall delineate the specific locations to receive herbicide.

If, during the application of herbicide, the County Representative has a question on the locations to receive herbicide treatment, the County Representative shall contact the City Representative and request further clarification on the property to receive herbicide application. Should the City receive such request, the City will make a good faith effort to provide other services of an appropriate City employee to assist the County Representative in identifying the appropriate location for herbicide application. For specified locations where the County Report recommends or the City chooses, a method other than herbicide application, the County will assist City staff by providing technical advice and training on alternative methods of removal and control.

The City shall be responsible for providing proper public notice regarding the application of herbicide in the City. Any appropriate physical posting on site should occur no less than two (2) days in advance, and may be provided by either the City or the County. Representatives for the City and County are:

City:
Silas Clarke, City Administrator, or designee
320 6th Avenue
Ouray, CO 81427
Phone: (970) 325-7211
Email: sclarke@cityofouray.com

County:
Julie Kolb, Manager, or designee
Ouray County Vegetation Control & Management
111 Mall Road
Ridgway, CO 81432
Phone: (970)626-9775 X7
Fax: (970)626-4439
Email: jkolb@ouraycountyco.gov

SECTION II PAYMENT

The County shall be compensated by City at a rate of \$110.00 per hour for UTV, ATV or Truck use and for two technicians; or \$85.00 per hour for UTV, ATV or Truck use and one technician, and \$65.00 per hour for the County Representative's time spent on the annual survey work; plus the costs of all materials and herbicides, not to exceed a total of three thousand \$3,000.00 dollars for services requested on public properties per year.

The County will provide the City with a monthly status report within sixty days after the last day of month within which work was performed. This report shall include a list of the hours spent by the County in performing the duties under this IGA as well as the costs for all materials and herbicide, in the form of invoices, if the County is requesting compensation for said materials and herbicide. The City shall pay to the County in full for any invoice submitted within thirty days of receipt.

SECTION III TERM

This IGA shall be effective as of the Effective Date and shall terminate on December 30, 2023 unless otherwise extended by the mutual written agreement of the parties. Unless otherwise provided in any agreement to extend this IGA, all terms of this IGA shall continue to govern and control the relationship of the parties for the duration of any such extension. This Agreement may administratively renew for additional subsequent annual terms, subject to the appropriation and availability of funding, and subject to the agreement of the Parties to additional annual renewal(s). The County Administrator shall provide notice of requested annual renewal(s) to the City Administrator on or before December 15 of each calendar year beginning in calendar year 2023. The approval, including any terms and conditions of any such renewal(s) by both all Parties, shall be secured in writing, and authorized on behalf of the Parties by the County Administrator, City Administrator, and Town Manager. As part of any annual renewal, the Parties shall specify any mutually-agreed upon modifications to this Agreement necessary to accomplish the Services

identified herein, including any updated financial requirements. At their discretion, the County Administrator, and City Administrator may also submit an annual renewal to that Parties' governing body for approval.

**SECTION IV
TARGETED FLORA**

County and City agree that a survey will be performed by County when feasible in spring or early summer 2023 at which time targeted flora will be identified based on the State and County noxious weed lists.

**SECTION V
RELATIONSHIP OF PARTIES**

The County and the City intend that an independent contractor relationship will be created by this IGA. The City is interested only in the results to be achieved by the surveying project and the possible control, including herbicide application. The method and control of the work will be within the scope of the County's responsibility, subject to compliance with all applicable State and Federal statutes, rules and regulations, and the requirements of this IGA. However, the work contemplated must meet the approval of the City Representative and shall be subject to the City Representative's general right of inspection and supervision to insure the satisfactory completion thereof. The County is not entitled to any of the benefits that the City provides to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation.

**SECTION VI
LIABILITY**

The City and the County both retain governmental immunity under the Colorado Governmental Immunity Act to the maximum extent permissible, and no term of this IGA shall be construed as an express or implied waiver of governmental immunity. Neither party shall indemnify the other, and both parties agree to waive any claim for damages against the other party for work performed under the terms of this IGA. In the event of any other legal dispute regarding the terms of this IGA, the governing laws shall be the laws of the State of Colorado, the venue shall be the Seventh Judicial District, State of Colorado, and both parties shall be responsible for their own attorneys' fees and costs.

**SECTION VII
NON-ASSIGNABILITY**

The County and the City agree that this IGA or any interest therein shall not be assigned, sublet, or transferred without the prior written consent of all parties hereto.

**SECTION VIII
EFFECT OF AGREEMENT**

Each clause and covenant of this IGA shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX
AMENDMENTS**

This IGA represents the entire integrated and merged understanding of the parties and no prior or contemporaneous term, condition, promise, or representation regarding the subject matter of this IGA shall be of any legal force or effect unless set forth herein in writing or in a written amendment or addendum hereto.

The County and the City agree that any modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding on either of the parties unless set forth in writing and executed by both parties.

**SECTION X
LICENSE**

The County warrants to the City that the authorized County Representative for herbicide application possesses a valid Applicator's License.

**SECTION XI
FORCE MAJEURE**

It is agreed that the City shall excuse the County of its performance and obligations due to any of the following occurrences: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of any of their departments, agencies, or officials or any civil or military authority insurrection; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause of event not within the control of the county that prevents its performance of its obligations.

**SECTION XII
PROPERTY OWNERS**

The County and the City shall give due consideration to the interests of property owners and tenants wherever involved and shall conduct the work to be performed hereunder in a manner causing a minimum of inconvenience and injury to said property owners or tenants. The City shall provide and maintain a safe condition at crossings of public roads, private roads, and entrances that may be open for the work hereunder to be performed. The City shall provide and maintain work conditions that comply with the normal requirements and regulations involving the application of spray herbicides. The Parties will be expected to respect private property and

adjacent public roadsides that have been adequately flagged or otherwise marked, as a “No Spray” zone.

IN WITNESS WHEREOF, the respective parties enter this IGA as of the Effective Date.

BOARD OF OURAY COUNTY COMMISSIONERS

Jake Niece, BOCC Chair

ATTEST:

Harlan Thompson, Deputy Clerk of the Board

City of Ouray

By: _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

Future Agenda Items/Work Sessions

- 2018 International Code Adoption (IBC/IRC/IEBC/IMC/IFC/IECC) – May
- EQRs (March)
- Alcohol at the Pool (March)
- River Dredging (April)
- (Non-Land Use) Code Revisions
- Fee & Fine Schedule
- Workforce & Attainable Housing
- Alcohol – Entertainment/Consumption District on Main Street (In discussions)
- Restaurant Dining on City Streets