

**AGENDA
OURAY CITY COUNCIL**

Monday, July 21, 2025 - 6:00 PM

**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, Ouray Economic Development Committee, Beautification Committee, Tourism Advisory Committee, Main Streets Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CEREMONIAL/INFORMATIONAL
 - a. Police Officers' Oaths of Office
 - b. Pete Blair, Auditor, to Discuss Utilities Capital Improvement Fund
5. CITIZENS' COMMUNICATION
6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
7. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Director of Finance and Administration
 - c. Community Development Director
 - d. Information Technology Director
8. CONSENT AGENDA - Modification of Premises for Cassidy's Cafe & Antiques Liquor License
9. ACTION ITEMS
 - a. Resolution 12, Series 2025 - Organizational Chart Review and Approval
 - b. Resolution 13, 2025 - Adopting Events Fee Schedule
 - c. Approval of Police Department Grants
 - d. Third Addendum to 99-Year Library Lease
 - e. Fresh Air Custom Creations Signs Contract
 - f. Direction to Staff Regarding Skoloda Industrial Utility Billing
10. DISCUSSION ITEMS
 - a. Future Agenda Items
11. ADJOURNMENT

CITY OF OURAY FUND BALANCE SUMMARY

Through December 2024	GOVERNMENT FUNDS					ENTERPRISE FUNDS					TOTAL CITY HELD FUNDS	FIRE PENSION
	GENERAL	CONSERV.TRUST	TOURISM	CAP. IMPROV.	BEAUTIFICATION	WATER	SEWER	UTILITIES-CI	REFUSE	PARKS		
2023 AUDITED												
ENDING FUND BALANCE	4,164,663	36,306	1,053,558	1,429,042	126,359	243,392	985,845	(2,495,785)	59,239	1,313,199	6,915,818	935,539
2024 @ 12/31												
BEGINNING FUND BAL	4,164,663	36,306	1,053,558	1,429,042	126,359	243,392	985,845	(2,495,785)	59,239	1,313,199	6,915,818	935,539
ADD: REVENUES	4,332,979	11,922	753,853	766,568	100,837	756,348	980,007	12,542,937	366,468	3,863,711	24,475,630	142,172
LESS: EXPENDITURES	3,990,034	14,250	715,917	637,077	82,764	729,790	801,810	13,569,443	335,234	3,851,032	24,727,351	47,670
ENDING FUND BALANCE	4,507,608	33,978	1,091,494	1,558,533	144,432	269,950	1,164,042	(3,522,291)	90,473	1,325,878	6,664,097	1,030,041

Restricted Fund Balance:

Council Reserves **	-	-	(250,000)	(95,000)	-	-	-	-	-	-	(345,000)	
Cumulative flume tax @ 12/31	(683,364)										(683,364)	
	3,824,244	33,978	841,494	1,463,533	144,432	269,950	1,164,042	(3,522,291)	90,473	1,325,878	5,635,733	

LEGEND

- Revenue > Expense
- Expense > Revenue (unexpected)
- Expense > Revenue (expected)

** Resolution 18 - 2021
 CIF - \$245,000 (10,000 - Gazebo, 65,000 - Pickleball/Basketball Court, 20,000 - Skate Park, 150,000 - Fellin Park Restrooms (150,000+ spent))
 CTF - \$40,000 - Fellin Park Restrooms (40,000+ spent)
 TF - \$250,000 - Fellin Park Stage (\$39,109.74 spent)



P.O. Box 468
320 6th Avenue
Ouray, CO 81427
(970) 325-7211

Date: July 21, 2025
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: City Council Administration Report

Open Positions

Here is an update on the current open positions with the City of Ouray. Anyone who is interested should reach out to Evan Cockrum at ecockrum@cityofouray.com.

Police Officer (Full and part time)
Lifeguard
Visitor Center Lead Customer Service Associate - **Filled**
Seasonal Maintenance Operator (Part time)
Tourism & City Media Manager - **Offer of Employment Made**

In-Town Shuttle Service

Council member Josh Smith and I met with the Telluride representative to discuss next steps in getting the shuttle service up and running. This is a bigger lift than some folks seem to understand so I want to break out the action items we are executing to bring this program to fruition.

- Temporary Shuttle Stop signage – this is a critical component of ensuring a clearly communicated operation. Josh Smith has been designing signage and we look to have the signs made through a company in the Montrose area.
- Sign bases are being ordered. Once we have an ETA on delivery we can share that information.
- A 14-passenger shuttle with ADA accessibility has been purchased by Tellurides and is in route. Inspection of the vehicle is required upon delivery.
- Shuttle signage is being ordered which will identify the vehicle as the “Free in-Town Shuttle”
- CDOT permitting has been requested. The City has not received any initial feedback however this is a standard in-town shuttle service being proposed and similar to many other mountain community services, so we expect this to be a straightforward permitting process.
- Determining off-season storage location for signs and bases (we have a little more time to figure this out).



**Community Development Department
City Council Update
June – July 2025**

- As of June 23, I've stepped into the role of Community Development Director, and I'm truly honored to join the team. I'm enthusiastic about the opportunity to contribute to the city's vision and support a strong, community-focused planning.
- One of my first priorities has been an internal reorganization—cleaning up and streamlining department files and workflows. This foundational work is setting the stage for increased efficiency, transparency, and long-term success. (Thank you Melissa Martin for all the help!)
- I've begun relationship-building by meeting with Planning Commission members in small groups to learn their perspectives, share mine, and align our goals. I look forward to scheduling similar meetings with each of you on City Council to foster strong collaboration moving forward.
- While establishing these internal systems, I've also remained focused on general department functions; completing site plan reviews, responding to inquiries, and keeping day-to-day operations on track. Additionally, we're preparing for a foundational "Land Use Planning 101" training with the Planning Commission in August to ensure alignment and shared understanding of core planning principles.

June - July 2025 IT Highlights

- Helped with testing for the contractor that replaced the generator switch mechanism. The generator will now switch back to main power automatically after power comes back on. That was completed the next day as mentioned in the last meeting.
- Working with a web developer to improve code on VisitOuray site for accessibility. P1/P2 findings are now 45% compliant from 30% prior. Still working to be compliant above 90%. The main City website is 100% P1/P2 accessibility compliant.
- A camera was added to see Fellin Park parking lot near the bathrooms.
- UPS rack batteries were replaced in the Parks building and the City Hall breakroom.
- Wifi support was enabled at Fellin Park for the fire department to help during the last fire incident and 3rd of July concert.
- Email migrations completed in PD to retain emails for future reference
- Staff Onboarding / Offboarding IT work
- Camera firmware updates completed
- Server and Network Security updates completed

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a Corporation Individual Partnership Limited Liability Company

License Number

04-02199

Name of Licensee

Once Upon A Thyme LLC

Trade Name of Establishment (DBA)

Cassidy's Cafe + Antiques

Address of Premises (specify exact location of premises)

480 Main Street

City County State ZIP Code

Ouray Ouray CO 81427

Business Email Address

info@cassidyscafeouray.com

Business Phone Number

970-633-0877

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- Manager's Registration (Hotel & Restaurant)..... \$30.00
- Manager's Registration (Tavern)..... \$30.00
- Manager's Registration (Lodging Facility)..... \$30.00
- Manager's Registration (Entertainment Facility)..... \$30.00
- Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- Duplicate License \$50.00

Section C

- Retail Warehouse Storage Permit (each)..... \$100.00
- Wholesale Branch House Permit (each)..... \$100.00
- Change Corporation or Trade Name Permit (each)..... \$50.00
- Change Location Permit (each)..... \$150.00
- Noncontiguous or Primary Manufacturing Location Change..... \$150.00

- Change, Alter or Modify Premises.....\$150.00 x Total Fee:
- Addition of Optional Premises to Existing Hotel/Restaurant\$100.00 x Total Fee:
- Addition of Related Facility to an Existing Resort or Campus Liquor Complex.....\$160.00 x Total Fee:
- Campus Liquor Complex Designation..... No Fee
- Sidewalk Service Area..... \$75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period
<input type="text"/>	<input type="text"/>	<input type="text"/>

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 of Revenue may collect the payment amount directly from your bank account electronically.

Total Amount Due..... \$

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

- Retail Warehouse Permit for:**
 - On-Premises Licensee (Taverns, Restaurants etc.)
 - Off-Premises Licensee (Liquor stores)
- Wholesalers Branch House Permit**

Address of Storage Premises

City	County	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Attach a deed/lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

- Change of Trade Name/DBA only
- Corporate Name Change (Attach the following supporting documents)
 1. Certificate of Amendment filed with the Secretary of State, or
 2. Statement of Change filed with the Secretary of State, and
 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Change of Location

Note to Retail Licensees: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

Date of Hearing

Address of current premises.

Address

City

County

ZIP Code

Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City

County

ZIP Code

New mailing address if applicable.

Address

City

County

State

ZIP Code

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); **or**
- Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City County ZIP Code

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Address of Location 2:

Address

City County ZIP Code

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Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging Facility and Entertainment Facility liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

New Manager's Name

Date of Employment

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment

Proposed Modifications for Sidewalk Service Area (Page 7-Section(a))

To accommodate a designated sidewalk service area, the following modifications will be made to the premises:

- A rectangular section of the sidewalk directly in front of the building, measuring approximately 5 feet deep by 23 feet wide, will be designated for customer use.
- The area will be physically defined using rope barriers with weighted stanchions or posts, creating a clearly marked perimeter that separates the service area from public pedestrian space.
- Signage will be installed at access points stating "No Alcohol Beyond This Point" and indicating that the space is for customers only.
- Approximately three tables with seating for up to 12 patrons will be placed within the defined area.
- No permanent alterations to the sidewalk or building structure are proposed.
- The area will be staff-monitored during all hours of alcohol service to ensure compliance with local and state regulations.

These changes are intended to enhance customer experience while maintaining public safety, accessibility, and compliance with all municipal guidelines.

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

See Attached

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

07/01/2025

10/31/2025

Note: The total state fee for temporary modification is \$300.00

(c) Will the proposed change result in the licensed premises now being located 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?..... Yes No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... Yes No

✓(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

✓(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include 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.

Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services
I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex..... Yes No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided..... Yes No

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.

Print Name

Allison Strand

Title

owner/managing-member of LLC

Electronic signature is not accepted, physical signature is required.

Date (MM/DD/YY)

A. Strand

06/30/25

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 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

Electronic signature is not accepted, physical signature is required.

Title

Date (MM/DD/YY)

Report of State Licensing Authority

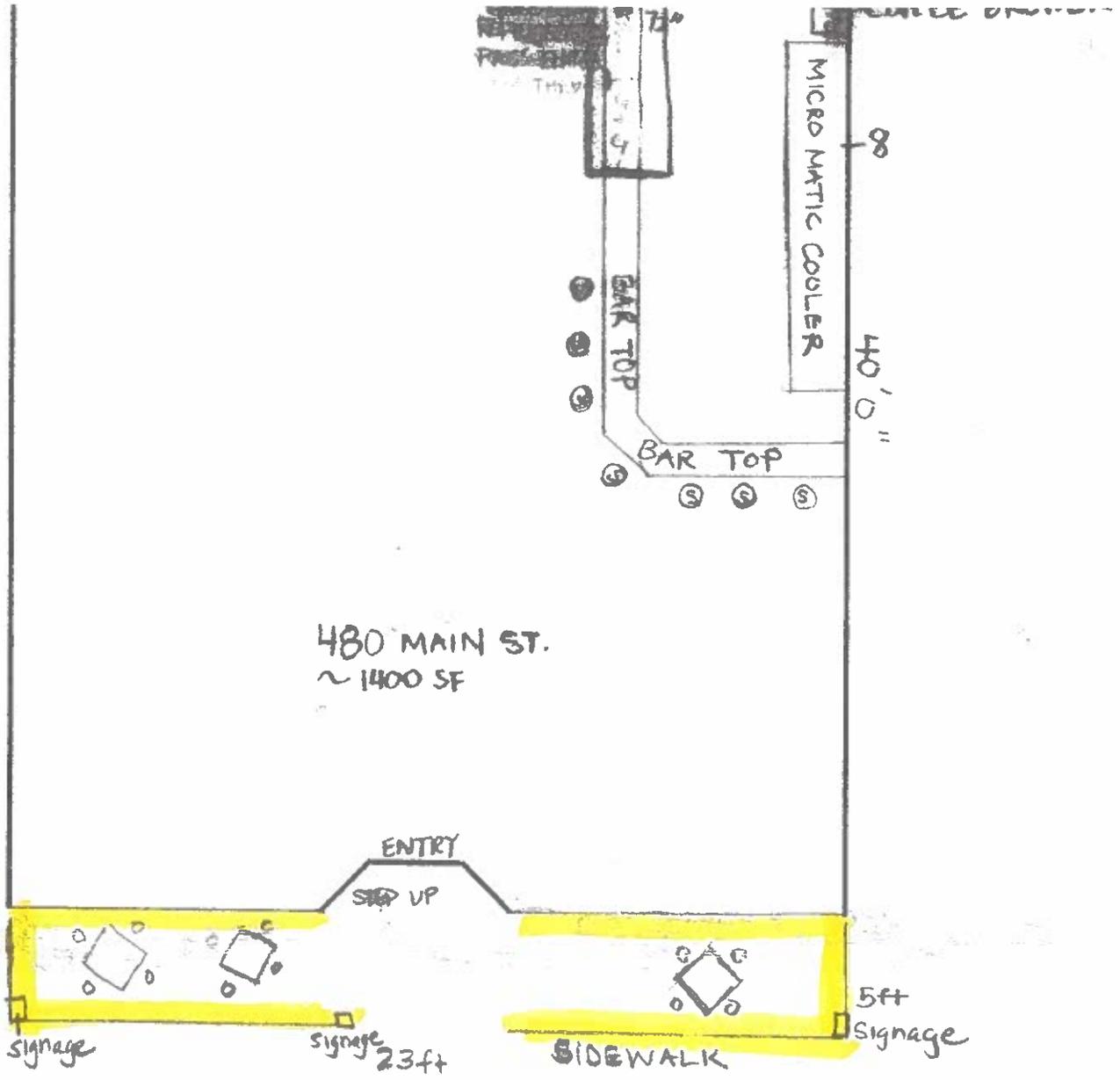
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Electronic signature is not accepted, physical signature is required.

Title

Date (MM/DD/YY)

ADJACENT
BUILDING





CITY OF
OURAY
COLORADO

**CITY OF OURAY
2025 SIDEWALK LEASE AGREEMENT**

THIS LEASE, made and entered into effect the 2nd day of July, 2025, by and between:

Allison Strand (Leasee) and City of Ouray, a home rule town (City).

RECITALS

WHEREAS, Leasee operates an On-Premise Food Establishment, as defined in City Ordinance 05 (Series 2023), incorporated herein and located at 480 Main Street, Ouray, Colorado, 81427 which is the physical location, (Property) with a company name of Once Upon A Thyme LLC dba Cassidy's Cafe and Antiques (Business).

WHEREAS, City desires to lease to Leasee certain City right-of-way described as sidewalk on east (front) side of building, including sidewalk in front of property owner to the south with a total square footage of 115 sq ft (City Asset) without specifying an exact legal description of the City Asset; and

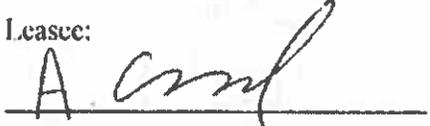
WHEREAS, Leasee and City desire to enter into a lease so that Leasee can operate the Business on the City Asset and access and use the City Asset until the lease is terminated or expires;

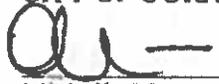
NOW, THEREFORE, in consideration of the recitals above, and the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. Grant of Lease. The City grants to the Leasee permission to enter and use the City Asset as an On-Premise Food Establishment.
2. Term. This Lease shall begin on July 2nd, 2025 and shall expire on October 31, 2025 unless extended by the City in its sole discretion. This lease may be revoked by either party for any reason upon three day written notice.
3. Consideration. The consideration for this Lease is \$1.00 which has been received by City.
4. No Real Property Interest. Leasee understands, acknowledges and agrees that this Agreement does not create an interest or estate in City Asset in favor of Leasee. The City retains legal possession of the full boundaries of its right-of-way and this Agreement merely grants to Leasee a lease to use the City Asset.
5. No Vested Right. Notwithstanding any expenditure of money, time or labor by Leasee on or within the City Asset, this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Leasee. Leasee shall expend any time, money or labor on or in City Asset at Leasee's own risk and peril.
6. Limited Scope. The Lease granted to Leasee is limited in scope to the following use or uses: to access and use City Assets for an On-Premise Food Establishment only. Leasee shall not have the right to expand the use without the City's prior written consent.

- 7. **Assignment.** The Lease is not transferable or assignable.
- 8. **Insurance.** Lessee shall maintain adequate insurance to protect City Asset and the public pursuant to the insurance terms set forth in City of Ouray Ordinance 05 (Series 2023), at Lessee's sole cost and expense.
- 9. **Breach and Limits on Damages.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall either party be liable to the other for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by either party for monetary damages.
- 10. **Indemnification.** Lessee hereby agrees, to the extent allowed by law, to indemnify and hold harmless the City and its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions, or proceedings arising in any way from the negligence of Lessee and its officers, agents, and employees in the execution and performance of this agreement.
- 11. **Government Immunity.** Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act C.R.S. § 24-10-101 et. seq., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property and other injuries which lie in tort or could lie in tort that arise out of the negligence of the Lessee and/or their respective officers, agents, and employees is controlled and limited by the provisions of C.R.S. §24-10-101 et. seq., as now or hereafter amended.
- 12. **Venue.** This Lease shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the County of Ouray and State of Colorado. Any legal action shall be brought in the Ouray District Court.

IN WITNESS WHEREOF, the parties execute the same.

Lessee:

By: Allison Strand

CITY OF OURAY, COLORADO:

Michelle Metteer, City Administrator

CERTIFICATION	
By signing this permit, the Applicant/Permittee agrees to comply with all the conditions of this license and all other City regulation and ordinances and represents that all information in its Application is true and correct.	
Signature of Applicant: <i>A. Strand</i>	Date: <i>6/27/25</i>
Printed Name of Applicant: <i>Allison Strand</i>	<i>managing-member of Once Upon A Thyme LLC</i>
ADJOINING PROPERTY OWNER PERMISSION (if requesting to use ROW adjacent to another building owner or business):	
Name of Adjoining Property Owner (1): <i>ELIZA WISTER</i>	Signature of Adjoining Property Owner (1): <i>[Signature]</i>
<i>President Wright Opera House</i>	
Name of Adjoining Property Owner (2):	Signature of Adjoining Property Owner (2):
FOR CITY USE ONLY	
Application Complete? <input checked="" type="checkbox"/> Yes () No, reason:	<i>Need lease to get Sidewalk</i>
If selling alcohol, does the business have a Liquor License? <input checked="" type="checkbox"/> Yes () No () N/A	<i>license</i>
Temporary License: <input checked="" type="checkbox"/> APPROVED () DENIED	Comments/ If denied, reason for denial: APPROVED
Approved By: <i>[Signature]</i>	Date: JUL 02 2025
PERMIT #: <i>2025030</i>	CITY OF OURAY

RECEIVED
 JUN 27 2025
 CITY OF OURAY

CITY OF OURAY - LICENSE PROGRAM **PAID** *ck# 181*
ON-PREMISE FOOD ESTABLISHMENT TEMPORARY USE OF SIDEWALKS AND CITY ROW **JUL 02 2025**

I. SCOPE AND PURPOSE

On-premises food establishments have been closed, except for takeout or to-go. To open, the establishments must arrange their inside dining for social distancing such that they lose table space. To offset the table loss and encourage social distancing, the Colorado Liquor Enforcement Division has loosened its rigorous modification of premises application, making it easier to expand and serve liquor outdoors so long as the outdoor space is contiguous to the current space.

This License Program allows On-Premise Food Establishments to expand outdoors onto City sidewalks and other rights of way, allowing for outside dining expansion whether they have a liquor license or not. Those that have a liquor license have a two-step process. First, a City permit must be obtained which includes a lease for certain City ROW. Second, those with a liquor license must obtain a modification of premises through the new expedited state process. The grant of the City permit is not a guaranty you will obtain permission from the state but the City has made efforts to mirror its standards with the state requirements.

II. DEFINITIONS

- A. On-Premise Food Establishment means any Restaurant, Hotel, Brew Pub, Brewery, Distillery, Winery, Bar, Tavern, or other establishment serving food so long as it offers at a minimum, food products such as sandwiches or light snacks, whether it operated under a state liquor license or not.
- B. Temporary Outside Area means an area located on a sidewalk or other City ROW that is immediately adjacent to the On Premise Food Establishment premises.

III. LICENSE REQUIRED; FEES; TERM; EXEMPTION

- A. Any On-Premise Food Establishment may, upon the granting of a temporary modification of premises application issued administratively by City staff, serve food and beverages in a Temporary Outside Area located on a sidewalk or other City ROW or where the use of the sidewalk or City ROW would allow access to an adjacent outside area.
- B. The application fee for this temporary license shall be waived. On-Premise Food Establishments are responsible for the costs of all necessary barriers, signage and any other required personal property purchases.

RESOLUTION NO. 12 (SERIES 2025)

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY,
COLORADO ADOPTING A NEW ORGANIZATION CHART FOR
CITY STAFF.**

WHEREAS, Ouray City Council adopts a current organizational chart proposed by the City Administrator from time to time when changes warrant it; and

WHEREAS, the City Administrator has made changes to the City's organizational structure such that City Council must adopt A new organization chart; and

WHEREAS, the City Council finds that the proposed City's organization chart advances the health, safety, and welfare of the public.

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

1. The Organization Chart attached hereto as Exhibit A is hereby adopted and made part of the City's personnel regulations.

ADOPTED this 7th day of July 2025 by the Ouray City Council.

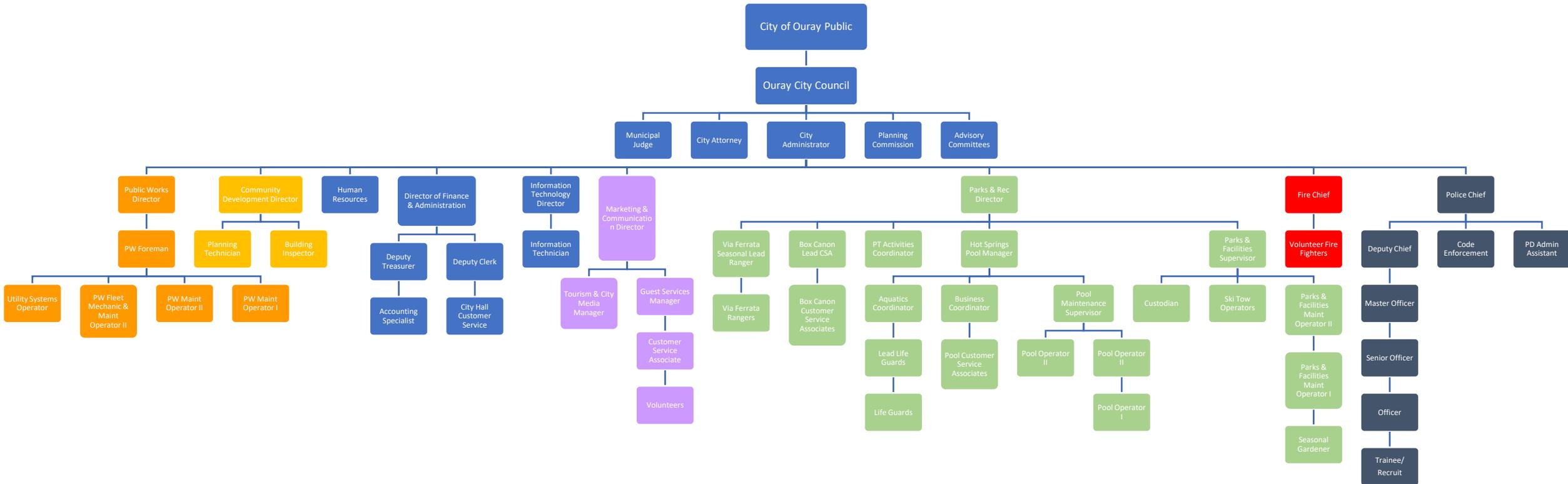
CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

2025 Organizational Chart



RESOLUTION NO. 13 (SERIES 2025)

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY,
COLORADO ADOPTING THE 2025 FEE SCHEDULE FOR THE USE
OF PARKS AND RECREATION DEPARTMENT ASSETS.**

WHEREAS Ouray City Council from time-to-time approved fee schedules for use if City assets upon staff recommendation; and

WHEREAS the City Council finds that the proposed fee schedule for the Parks and Recreation Department advances the health, safety and welfare of the public.

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

1. The Fee Schedule attached as Exhibit A is hereby approved, and such fees shall become effective immediately.
2. The map of the newly defined Western Park Rental attached as Exhibit B is hereby adopted.

ADOPTED this 21st day of July 2025 by the Ouray City Council.

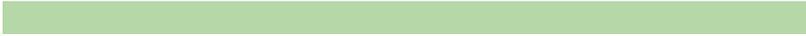
CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

Exhibit A to Resolution 13 (Series 2025)



Description of Fee / License / Permit	Fee Schedule - Parks & Rec						Use by Ouray County non-profit Organizations for educational, recreational or civic purposes			Additional Notes / Details
	Commercial Use or Private Use from outside 81427			Private use within 81427			Low Impact	Moderate Impact	High Impact	
	Low Impact	Moderate Impact	High Impact	Low Impact	Moderate Impact	High Impact				
Fellin Park										
Entire Park			\$50/ hr or \$200/ Day			\$50/ hr or \$200/ Day				\$100.00
<i>add power</i>	New	New	New	New	New	New	New	New	New	
<i>Add Tent</i>		\$25.00	\$25.00		\$25.00	\$25.00		\$25.00	\$25.00	
Western park Space	New	New	New	New	New	New	New	New	New	Includes Gazebo, Picnic area and the Turf space in between
Playground Shelter	New	New	New	New	New	New	New	New	New	
Picnic site		\$50/ 4 hours	\$50/ hour or \$200/ Day	\$20 / 4 Hours	\$50 / 4 Hours	\$50/ Hour or \$200/ Day	No Charge	No Charge	No Charge	
<i>add power</i>	New	New	New	New	New	New	New	New	New	
Gazebo	\$25 / 4 hours	\$50/ 4 hours	\$50/ hour or \$200/ Day	\$20 / 4 Hours	\$50 / 4 Hours	\$50/ Hour or \$200/ Day	No Charge	No Charge	No Charge	
<i>add power</i>	New	New	New	New	New	New	New	New	New	
Softball field	New	New	New	New	New	New	New	New	New	
Basketball court	New	New	New	New	New	New	New	New	New	
Rotary Park										
Ice rink picnic area	New	New	New	New	New	New	New	New	New	
Rotary loop picnic area										
Community Center										
Massard room	\$340.00	\$400.00	\$500.00	\$200.00	\$250.00	\$320.00	\$100.00	\$125.00	\$165.00	
<i>additional day</i>	\$175.00	\$185.00	\$200.00	\$60.00	\$75.00	\$100.00	\$30.00	\$50.00	\$65.00	
<i>Add Kitchen</i>	\$50.00	\$75.00	\$100.00	\$50.00	\$75.00	\$100.00	\$50.00	\$75.00	\$100.00	
<i>Add seating set up/ breakdown</i>	New	New	New	New	New	New	New	New	New	
<i>Add AV support</i>	New	New	New	New	New	New	New	New	New	
San Juan room	\$260.00	\$300.00	N/A	\$130.00	\$200.00	N/A	\$65.00	\$100.00	N/A	
<i>Additional day</i>	\$125.00	\$150.00	N/A	\$40.00	\$60.00	N/A	\$20.00	\$30.00	N/A	
<i>Add Kitchen</i>	New	New	New	New	New	New	New	New	New	
<i>Add AV support</i>	New	New	New	New	New	New	New	New	New	
Huckstering permit										
Without Buisness Registration	Local			Non Local			Non Profit			
	\$15 / Day			\$15 / Day			\$0			
With Buisness Registration	\$0 / Day			\$15 / Day			\$0			



Western Park
Rental

COLORADO DEPARTMENT OF LAW

Small Dollar Grant Award

PEACE OFFICER STANDARDS AND TRAINING (POST)

RALPH L. CARR COLORADO JUDICIAL CENTER

Address

DEPARTMENT OF LAW
PEACE OFFICER STANDARDS AND TRAINING
1300 BROADWAY, 9TH FLOOR
DENVER, CO 80203

SDGA Number

POGG1 LAAA GT262025000000000096

Start Date

7/1/2025

Grantee

Contact: Chief Daric Harvey
Contact's County: Ouray
Phone: 970-708-1366
E-Mail: dharvey@cityofouray.com

End Date

6/30/2026

Ship To:

Name: Ouray Police Department
Address: P.O. Box 468
Ouray, CO 81427

Invoice To:

Colorado Department of Law
Peace Officer Standards and Training (POST)
1300 Broadway, 9th Floor
Denver, CO. 80203
post.grants@coag.gov

IMPORTANT:

The SDGA # and LINE # must appear on all invoices, packing slips, cartons and correspondence.

Instructions to Grantee

Any questions regarding this Small Dollar Grant Award should be directed to Kimberly.hernandez@coag.gov or 720-508-6682.

1. If for any reason Grantee's receipt of goods or services paid for by this grant will be delayed beyond the End Date of this grant, please notify the POST contact identified in these Instructions to Grantee. The State reserves the right to cancel this grant in instances where timely delivery to Grantee cannot be made.

Special Instructions:

1. Order of precedence:
 - 1.1. Small Dollar Grant Award Terms & Conditions;
 - 1.2. Exhibit A Statement of Work (SOW)/Applicable Laws (Exhibit A).
 - 1.3. Small Dollar Grant Award Terms and Conditions: <https://osc.colorado.gov/model-small-dollar-grant-awards-and-content>
2. Description:
 - 2.1. This Small Dollar Grant Award is to provide funds to Grantee to build a dedicated multi-purpose training room for the training of peace officers in the State of Colorado. See Exhibit A Statement of Work.
 - 2.2. Payment will be made upon satisfactory delivery of goods and/or completion of training or services and receipt of a correct vendor invoice and documentation of training attendance.
 - 2.3. Grantee invoices must be received no later than sixty (60) calendar days from the completion of goods and/or the completion of services and/or training. It is the responsibility of the Grantee to ensure that invoices are received at the "Invoice To" location above within the time frame specified. ALL INVOICES FOR PAYMENT MUST BE SUBMITTED NO LATER THAN CLOSE OF BUSINESS JUNE 30, 2026.
 - 2.4. THIS SMALL DOLLAR GRANT AWARD IS NOT EFFECTIVE UNTIL SIGNED BY THE CONTRACTS AND PROCUREMENT DIRECTOR. UNDER NO CIRCUMSTANCES SHALL THE GOODS AND/OR SERVICES BE ORDERED OR PERFORMED PRIOR TO THE SDGA EFFECTIVE DATE, NOR EXCEED THE DOCUMENT TOTAL WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OF LAW.

DOCUMENT TOTAL = \$13,000

THIS SDGA IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE
STATE OF COLORADO

Name: Mitchell Tate

Title: DocuSigned by: Contracts and Procurement Director

Date: 
2E52165B36A2433...

State Purchasing Delegate Signature: June 16, 2025

EXHIBIT A

STATEMENT OF WORK

1. **Parties:** This Small Dollar Grant Award (hereinafter called “SDGA”) is entered into by **Ouray Police Department** (hereinafter called “Grantee”), and the **STATE OF COLORADO acting by and through the Department of Law, on behalf of the office of Peace Officer Standards and Training (POST)** (hereinafter called “State, or DOL-POST”).

2. **General Description:**
 - a) **Authority.** Authority to enter into this Small Dollar Grant Award exists in C.R.S.24-31-310 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 42-3-304 (24) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.
 - b) **Purpose.** The purpose of this Small Dollar Grant Award is to engage the services of the grantee to assist the Department of Law, on behalf of the Peace Officer Standards and Training (POST) office, with its statutory responsibility of providing law enforcement training and safety courses to Colorado peace officers.

3. **Program Year/Effective Date.** The program year (starting and ending date) is July 1, 2025 thru June 30, 2026. All small dollar grant awards will begin on their effective date (signature date of the State Purchasing Delegate) and end on June 30, 2026. DOL-POST shall not be liable to reimburse the grantee for any performance, hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the **Effective Date** or after the **End Date** set forth in the main body of this Small Dollar Grant Award.

4. **Project Description and Budget.** The maximum amount payable under this Small Dollar Grant Award to the grantee by the State is **\$13,000.00** for the following approved project activities:

Project Activity	Approved Budget
Capital Improvements – Building a multi-purpose training room	\$13,000.00
TOTAL	\$13,000.00

5. **Equipment.** Equipment is defined as non-expendable personal property with a useful life of more than one year. The grantee is required to document its procurement procedures and maintain this documentation in the grant records. Receipts or invoices with order and delivery dates are required for all equipment items. Grantees are allowed to follow the procurement requirements of the state or unit of local government as long as the requirements meet or exceed the state requirements listed below. Procurement procedures are required and must be maintained in the records of the grantee.

6. **Inventory Procedures.** If the grantee is purchasing equipment as a part of this Award the grantee must have an effective system of property management and controls to safeguard against loss, damage, or theft of equipment.

Adequate maintenance procedures must be developed to keep the property in good condition. The grantee is required to maintain a POST inventory form for equipment purchased, in whole or in part, with grant funds which contain the following information:

- Description of item
- Serial number and property inventory number
- Date of purchase and delivery
- Check or voucher number
- Cost documentation, invoices, receipts
- Equipment location
- Present use
- Condition
- Disposition information

7. **Reporting.** Equipment purchased with state grant funds must be reported on annually. The ONLY equipment/property that does not need to be reported to POST is ammunition and simunitions. A POST equipment reporting form must be submitted to post.grants@coag.gov for each equipment item by June 30th annually. This form provides the necessary disposition and retention information. Equipment records must be maintained for seven (7) years from the date the first annual report is submitted to DOL-POST. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained beyond the seven-year period, until all litigation, claims, or audit findings involving records have been resolved.

8. **Disposition of Equipment.** Disposition includes the sale (for trade-up purposes only) or trade-in of equipment as well as the disposal of equipment and the end of its useful life. Documenting the disposition of equipment must be reported on a POST Equipment Disposition Form accompanied with the Equipment Inventory Report Form which is due to POST by June 30th. If disposition of equipment occurs prior to year-end, the Equipment Disposition Form must be submitted at that time. Disposition of equipment requires DOL-POST approval prior to the disposition. A copy of the form(s) must be retained in the grantee's file after the final disposition of the property. At the end of the grant award period, ownership/title to all equipment may vest to the grantee agency if they will use the property for the purposes of the legislation under which the grant was made. POST will require the agency to track the equipment on the Equipment Inventory Report Form. Equipment must be available for inspection by POST personnel. If the grantee agency no longer has a need for the equipment, and the equipment is in working order, the ownership/title to the property will vest to the state. The state will seek to have the property used for training purposes prior to disposing of it.

9. **Procurement Procedures.** Purchases of equipment and services shall be in a manner providing maximum open and free competition. Procurement shall be made by one of the following methods:
- **Discretionary purchase procedures** are those relatively simple and informal procurement methods for securing services, and supplies, that does not exceed \$50,000 in the aggregate. If small purchase procedures are used for procurement under the grant, written quotes must be obtained and documented from at least three (3) qualified sources. These procedures are generally used for the acquisition of relatively small, standardized items such as computers.
 - **Small purchase procedures** (Documented Quote or other competitive process) is one method that can be used to procure goods or services that cost more than \$50,000 and less than \$250,000. A Documented Quote (DQ) or similar small dollar solicitation is publicized, negotiations are conducted with more than one of the sources submitting offers, and a fixed-price cost-reimbursable type contract is awarded, as appropriate. The following requirements apply to competitive negotiations:
 - DQ's must be publicized and identify all evaluation factors and their relative importance. Any response to publicized DQ's shall be honored to the maximum extent possible.
 - Proposals must be solicited from at least three (3) qualified sources.
 - Grantees must have a method for conducting technical evaluations of the proposals received and for selecting vendors.
 - Awards must be made to the responsible firm (individual) who proposal is most advantageous to the program, with price and other factors considered.
 - **Competitive sealed bids** (formal advertising) can also be used for procurement over \$250,000. Bids are publicly solicited and a firm, fixed-price contract (lump sum or unit price) is awarded to the responsible bidder, whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of state purchasing procedures or an equivalent local established procurement procedure, which is not less restrictive than the State process.
 - **Non-competitive negotiation** (sole-source justification) is procurement through the solicitation of a proposal from only one source or after solicitation of a number of sources when competition is determined inadequate. Prior approval by DOL-POST is required for all non-competitive procurement.
10. **Payments.** Payments shall be made in accordance with the provisions set forth in the Small Dollar Grant Award and applicable State Controller Fiscal Rules and DOL-POST disbursement procedures. Payments to Grantee are limited to the unpaid obligated balance of the Small Dollar Grant Award. **Grantee shall submit a request for reimbursement within sixty (60) calendar days from the delivery of goods and/or the completion of services and/or training and no later than June 30, 2026.** Payment requests must be submitted with cost documentation (receipts, invoices, canceled checks) and proof of attendance (if attending training). Lodging (hotel) receipts must be dated and itemized.

11. **Grant Record Retention.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended June 30, 2019 the state fiscal year would be July 1, 2018 to June 30, 2019. The files could be destroyed after June 30, 2022. Grant records include all financial records, supporting documents, statistical records, and all other records pertinent to the grant. Source documents include copies of the grant award, any required reports, accounting transactions, the general ledger, personnel and payroll records (if applicable to the award) and any related documents and records.

12. **Applicable Laws.** At all times during the performance of this Small Dollar Grant Award, Grantee shall comply with all applicable State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth in this Exhibit. Laws, regulations, and authoritative guidance incorporated into this Small Dollar Grant Award include, without limitation:
 - Department of Law, Peace Officer Standards and Training Continuing Education Grant Guidelines, available on the POST website.
 - State of Colorado, State Controller Fiscal Rules, available on the Colorado.gov website.
 - C.R.S. §24-31-310 Resources for the Training of Peace Officers.
 - C.R.S. §24-31-303 (I) Duties, Powers of the POST Board.
 - C.R.S. §24-31-315 Annual In-Service Training Requirements.

13. **Compliance:** The Grantee agrees to be responsible for ensuring compliance with this Small Dollar Grant Award Terms and Conditions and ensure that any equipment or ammunition purchased as a part of this Award will be used for training purposes only.

COLORADO DEPARTMENT OF LAW

Small Dollar Grant Award

PEACE OFFICER STANDARDS AND TRAINING (POST)

RALPH L. CARR COLORADO JUDICIAL CENTER

Address

DEPARTMENT OF LAW
PEACE OFFICER STANDARDS AND TRAINING
1300 BROADWAY, 9TH FLOOR
DENVER, CO 80203

SDGA Number

POGG1 LAAA GT262025000000000111

Start Date

7/1/2025

Grantee

Contact: Chief Daric Harvey
Contact's County: Ouray
Phone: 970-708-1366
E-Mail: dharvey@cityofouray.com

End Date

6/30/2026

Ship To:

Name: Ouray Police Department
Address: P.O. Box 468
Ouray, CO 81427

Invoice To:

Colorado Department of Law
Peace Officer Standards and Training (POST)
1300 Broadway, 9th Floor
Denver, CO. 80203
post.grants@coag.gov

IMPORTANT:

The SDGA # and LINE # must appear on all invoices, packing slips, cartons and correspondence.

Instructions to Grantee

Any questions regarding this Small Dollar Grant Award should be directed to Kimberly.hernandez@coag.gov or 720-508-6682.

1. If for any reason Grantee's receipt of goods or services paid for by this grant will be delayed beyond the End Date of this grant, please notify the POST contact identified in these Instructions to Grantee. The State reserves the right to cancel this grant in instances where timely delivery to Grantee cannot be made.

Special Instructions:

1. Order of precedence:

- 1.1. Small Dollar Grant Award Terms & Conditions;
- 1.2. Exhibit A Statement of Work (SOW)/Applicable Laws (Exhibit A).
- 1.3. Small Dollar Grant Award Terms and Conditions: <https://osc.colorado.gov/model-small-dollar-grant-awards-and-content>

2. Description:

- 2.1. This Small Dollar Grant Award is to provide funds to Grantee to assist with the payment of tuition cost (TUITION ONLY) for one (1) peace officer candidate(s) to attend an approved basic law enforcement academy in the State of Colorado. See Exhibit A Statement of Work.
- 2.2. Payment will be made upon satisfactory delivery of goods and/or completion of training or services and receipt of a correct vendor invoice and documentation of training attendance.
- 2.3. Grantee invoices must be received no later than sixty (60) calendar days from the completion of goods and/or the completion of services and/or training. It is the responsibility of the Grantee to ensure that invoices are received at the "Invoice To" location above within the time frame specified. ALL INVOICES FOR PAYMENT MUST BE SUBMITTED NO LATER THAN CLOSE OF BUSINESS JUNE 30, 2026.
- 2.4. THIS SMALL DOLLAR GRANT AWARD IS NOT EFFECTIVE UNTIL SIGNED BY THE CONTRACTS AND PROCUREMENT DIRECTOR. UNDER NO CIRCUMSTANCES SHALL THE GOODS AND/OR SERVICES BE ORDERED OR PERFORMED PRIOR TO THE SDGA EFFECTIVE DATE, NOR EXCEED THE DOCUMENT TOTAL WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OF LAW.

DOCUMENT TOTAL = \$11,977.32

THIS SDGA IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE
STATE OF COLORADO

Name: Mitchell Tate

Title: Contracts and Procurement Director

Date: June 18, 2025

State Purchasing Delegate Signature:

DocuSigned by:

2E52165B36A2433...

**EXHIBIT A
STATEMENT OF WORK**

1. General Description and Definitions:

- a) **Purpose.** The purpose of this Small Dollar Grant Award is to engage the services of the **Ouray Police Department** (hereinafter called “Grantee”) to assist the Peace Officer Standards and Training Board (“POST”), on behalf of the Colorado Department of Law (“DOL”), with its statutory responsibility of providing law enforcement training and safety courses to Colorado peace officers.
- b) **Eligibility Requirements.** Eligible applicants must be a Colorado Rural and Small law enforcement agency as further defined herein.
- c) **Definitions.**
 “Rural” mean an area defined or designated as rural by the Federal Office of Management and Budget. All counties that are not part of a Metropolitan Statistical Area (MSA) are considered rural. “Small” means agencies that have 35 or less POST certified law enforcement officers employed at their agency.
- d) **Approved Academies.** POST will provide to Agency a list of dates, times, and locations of each approved Academy at POST’s sole discretion.

2. Program Year/Effective Date. The program year (starting and ending date) is July 1, 2025 through June 30, 2026. All small dollar grant awards will begin on their Effective Date (signature date of the State Purchasing Delegate) and end on June 30, 2026. DOL-POST shall not be liable to reimburse the Grantee for any performance, hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the **Effective Date** or after the **End Date** set forth in the main body of this Small Dollar Grant Award.

3. Procurement Procedures. Purchases of equipment and services shall be in a manner providing maximum open and free competition. Procurement shall be made by one of the following methods:

- **Discretionary purchase procedures** are those relatively simple and informal procurement methods for securing services, and supplies, that does not exceed \$50,000 in the aggregate. If small purchase procedures are used for procurement under the grant, written quotes must be obtained and documented from at least three (3) qualified sources. These procedures are generally used for the acquisition of relatively small, standardized items such as computers.
- **Small purchase procedures** (Documented Quote or other competitive process) is one method that can be used to procure goods or services that cost more than \$50,000 and less than \$250,000. A Documented Quote (DQ) or similar small dollar solicitation is publicized, negotiations are conducted with more than one of the sources submitting offers, and a fixed-price cost-reimbursable type contract is awarded, as appropriate. The following requirements apply to competitive negotiations:
 - DQ’s must be publicized and identify all evaluation factors and their relative importance. Any response to publicized DQ’s shall be honored to the maximum extent possible.
 - Proposals must be solicited from at least three (3) qualified sources.
 - Grantees must have a method for conducting technical evaluations of the proposals received and for selecting vendors.

- Awards must be made to the responsible firm (individual) who proposal is most advantageous to the program, with price and other factors considered.
- **Competitive sealed bids** (formal advertising) can also be used for procurement over \$250,000. Bids are publicly solicited and a firm, fixed-price contract (lump sum or unit price) is awarded to the responsible bidder, whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of state purchasing procedures or an equivalent local established procurement procedure, which is not less restrictive than the State process.
- **Non-competitive negotiation** (sole-source justification) is procurement through the solicitation of a proposal from only one source or after solicitation of a number of sources when competition is determined inadequate. Prior approval by DOL-POST is required for all non-competitive procurement.

4. **Payments.** Payments shall be made in accordance with the provisions set forth in the Small Dollar Grant Award and applicable State Controller Fiscal Rules and DOL-POST disbursement procedures. Payments to Grantee are limited to the unpaid obligated balance of the Small Dollar Grant Award.

Grantee shall submit a request for reimbursement within sixty (60) calendar days from the delivery of goods and/or the completion of services and/or training and no later than June 30, 2026. Payment requests must be submitted with cost documentation (receipts, invoices, canceled checks) and proof of attendance (if attending training).

5. **Grant Record Retention.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended June 30, 2019 the state fiscal year would be July 1, 2018 to June 30, 2019. The files could be destroyed after June 30, 2022. Grant records include all financial records, supporting documents, statistical records, and all other records pertinent to the grant. Source documents include copies of the grant award, any required reports, accounting transactions, the general ledger, personnel and payroll records (if applicable to the award) and any related documents and records.
6. **Applicable Laws.** At all times during the performance of this Small Dollar Grant Award, Grantee shall comply with all applicable State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth in this Exhibit. Laws, regulations, and authoritative guidance incorporated into this Small Dollar Grant Award include, without limitation:
- Department of Law, Peace Officer Standards and Training Continuing Education Grant Guidelines, available on the POST website.
 - State of Colorado, State Controller Fiscal Rules, available on the Colorado.gov website.
 - C.R.S. §24-31-310 Resources for the Training of Peace Officers.
 - C.R.S. §24-31-303 (1) Duties, Powers of the POST Board.
 - C.R.S. §24-31-315 Annual In-Service Training Requirements.
7. **Compliance.** The Grantee agrees to be responsible for ensuring compliance with Small Dollar Grant Award Terms and Conditions and ensure that any equipment or ammunition purchased as a part of this Award will be used for training purposes only.
8. **Condition Precedent.** Any disbursement of scholarship funds under this Agreement by Grantee shall first require the mutual execution of a reimbursement agreement (based on Exhibit B) by and between

the DOL and the respective scholarship recipient. The mutual execution of a reimbursement agreement (based on Exhibit B) by and between the DOL and a scholarship recipient shall be a condition precedent to reimbursement of the respective scholarship funds by the DOL to Grantee.

EXHIBIT B
SCHOLARSHIP RECIPIENT REIMBURSEMENT AGREEMENT

This **Scholarship Recipient Reimbursement Agreement** (the “Agreement”), is by and between:

Colorado Department of Law (“**DOL**”)
1300 Broadway
Denver, CO 80203

And

[Scholarship Recipient Name] (“**Recipient**”)
[Address]
[City, State Zip]

1. Recipient submitted to **Ouray Police Department** (“Agency”) an application for a scholarship (the “Scholarship”) to pay the costs of Recipient’s attendance of a basic law enforcement training academy (the “Academy”), which was preapproved by the Colorado Peace Officer Standards and Training Board, a division of the DOL (“POST”), and whereas Agency subsequently awarded the Scholarship to Recipient, in consideration of the foregoing and of the mutual benefits and obligations set forth in this Agreement, Recipient and DOL, (collectively, the “Parties,”) each hereby acknowledge the receipt and sufficiency of such consideration and agree as follows:
2. **Scholarship Reimbursement.** Recipient hereby agrees to pay to POST an amount equal to the tuition costs awarded to Agency and used to pay costs of the Academy on Recipient’s behalf, unless Recipient meets each of the following requirements:
 - 2.1. Recipient must complete and obtain the Academy certification; and
 - 2.2. Recipient must be continuously employed by a Rural and Small Jurisdiction Agency for three (3) years, starting from the date Recipient obtains the Academy certification, unless POST otherwise determines in its sole discretion an extension of the start date is warranted under the circumstances.
3. **Definitions.** For the purpose of this Agreement, “Rural” refers to all counties that are not part of a Metropolitan Statistical Area (MSA), as determined by the Federal Office of Management and Budget. Additionally, “Small” refers to all law enforcement agencies with 35 or fewer law enforcement officers under employment.
4. **Repayment Plan.** In the event Recipient is obligated to pay the costs of attending an Academy to POST under Section 2 of this Agreement, POST shall, after consultation with the Recipient, issue a written repayment plan for the costs owed by Recipient to POST. POST shall create the plan at its sole discretion but shall take into consideration the financial burden on Recipient of repaying the costs in issuing the repayment plan. POST, at its sole discretion, may amend or revise the repayment plan with 30 days’ written notice to Recipient. Recipient shall have no right to appeal the issuance or amendment of a repayment plan by POST.

- 5. **Termination.** This Agreement shall terminate automatically upon either (1) the satisfaction of the conditions set forth in Subsections 2.1. and 2.2. of this Agreement by Recipient or (2) complete repayment of costs owed to DOL by Recipient under Section 2.
- 6. **Condition Precedent to Scholarship.** Execution of this Agreement by Recipient and the DOL shall be a condition precedent of any acceptance of a Scholarship for or attendance of an Academy under a Scholarship by Recipient.
- 7. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.
- 8. **Amendment and Electronic Signatures.** This Agreement may be modified or amended by the parties, if the amendment is made in writing and signed by both parties. Electronic signatures will be an acceptable form of signature.
- 9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such a provision shall be deemed to be written, construed, and enforced as so limited.
- 10. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado.
- 11. **Effective Date.** This Agreement shall not be effective until signed by DOL.

By signing below each of Recipient and POST agree to be bound by the terms this Agreement, effective as of the Effective Date below.

Scholarship Recipient

_____ Date: _____
 [Name]

Colorado Department of Law

_____ Effective Date: _____
 By: Natalie Hanlon Leh
 Chief Deputy Attorney General

**THIRD ADDENDUM TO AGREEMENT
CITY OF OURAY AND THE OURAY DISTRICT LIBRARY**

This **THIRD ADDENDUM TO AGREEMENT** is made this 21st day of July 2025 by and between the City of Ouray, a Colorado home rule municipality (City); and the Ouray Library District, a Colorado library district and Ouray Library District Board (Library).

WHEREAS, The City and Library entered into an agreement on December 21, 1981 (Agreement), a copy of which is attached hereto and incorporated herein as Exhibit A; and an Addendum on January 21, 1985, and a Second Addendum on September 16, 2025.

WHEREAS the Second Addendum repealed the Addendum executed on January 21, 1985;

WHEREAS the Second Addendum expanded the lease premises to include lease premises to include the space immediately to the north of the existing leased space for an expansion of the Library; and

WHEREAS the Library requests that it be allowed to construct a Library Roof Deck as depicted on Exhibit C attached hereto and add the same to the leased premises once the construction is completed.

IT IS THEREFORE AGREED AS FOLLOWS:

1. A new Paragraph 7 of the Agreement is added as follows:

The City hereby agrees that the Library may construct a roof deck of approximately 670 sq. feet in connection with its other leased premises improvements. The City grants Library the non-exclusive right to access to such roof deck under such terms and conditions as City Council shall adopt once the roof deck is constructed. The City shall have the naming rights of such roof deck. The Library shall be responsible for any premise liability insurance for the roof deck and ongoing maintenance of such roof deck after it is constructed.

The remainder of the lease agreement and second addendum remain in full force and effect.

IN WITNESS WHEREOF, this agreement is made on this 21st day July 2025.

CITY OF OURAY

By: _____
Ethan Funk, Mayor

Attest:

Melissa M. Drake, Clerk

OURAY LIBRARY DISTRICT:

By: _____
Aimee Vann, Library Director

OURAY LIBRARY DISTRICT BOARD:

By: _____
Robert Stoufer, Board President

CITY OF OURAY Service Agreement

THIS AGREEMENT is effective on July 21, 2025, by and between the CITY OF OURAY, a Colorado municipal corporation (the City) and FRESH AIR CUSTOM CREATIONS, LLC, a Colorado limited liability company with its principal place of business being 333 Easy St, Ouray, CO 81427 (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 Proposal attached and incorporated as **Exhibit A**.
2. TERM OF AGREEMENT. The term of this agreement shall continue until completed, or no later than October 17, 2025 at which time this contract shall end unless extended for good cause.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor a **sum not to exceed \$48,024.91** paid in three (3) instalments as set forth in Exhibit A.
4. Permits. Contractor shall obtain the proper City permit to conduct work on City Property.
5. PAYMENT FOR SERVICES. The Contractor shall submit a final invoice to the City upon completion of the services. The City shall pay the invoice within twenty-one (21) days of receipt unless the work is unsatisfactory. Payments made after twenty-one (21) days may be assessed as an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work.
6. CITY REPRESENTATIVE. The City designates the City Administrator as its representative 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.
7. 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 the 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.

8. 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. All required policies, except for Workers' Compensation Insurance and Employers' Liability Insurance, shall endorse the CITY, and its officers and employees, as additional insured. 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. The Contractor shall procure and maintain the minimum insurance coverages and requirements listed below:
- a. Worker's Compensation. Contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract.
 - 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.
9. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
10. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall agree to indemnify and hold harmless the City, its officers, employees, and insurers from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or any which arise out of any worker's compensation claim

of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

11. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
12. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money. If payments are not appropriated for any fiscal year, then this Agreement shall terminate. This Agreement shall not be construed to be a financial obligation extending beyond the current fiscal year, or a general obligation debt of the City. If termination is required due to nonappropriation, then City shall provide thirty (30) days written notice to Contractor.
13. NOTICE. Notice required by this Agreement shall be sent first class mail to the following addresses:

City of Ouray	Kevin Schiffer
Attn: City Administrator	Fresh Air Custom Creations, LLC
P.O. Box 468	P.O. Box 992
Ouray, Colorado 81427	Ouray, Colorado 81427
14. 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.
15. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party 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.
16. 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.
17. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
18. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed

and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

19. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both 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 the venue shall be in Ouray County, Colorado
20. 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.
21. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have signed this agreement on this 21st day of July 2025.

CITY OF OURAY:

Mayor Ethan Funk

Attest:

Melissa M. Drake, Clerk

CONTRACTOR

Kevin Schiffer, Member



**KYLEE
FIRLIT
CREATIVE**

Hello Joe Brown,

We are happy to provide this REVISED (Rev. 1) proposal for the three Ouray city signs at Rotary Park, Hot Springs entrance, and Hot Springs roadside. Fresh Air Custom Creations, 7800 LLC, and Kylee Firlit Creative are all Ouray based companies and are excited and proud to have the opportunity to contribute to our community in such a meaningful way. Please see below our proposal details.

Item Description	Cost*
Public Meeting Proposal	\$ 550.00
Ouray Hot Springs and Visitor Center (Hot Springs Entrance)	
Design/ Construction Document	\$ 2,870.00
Fabrication	\$ 6,528.01
Install	\$ 3,900.00
Lighting	\$ 5,300.00
Existing sign disposal	\$ 500.00
Total	\$ 19,098.01
Ouray Hot Springs and Visitor Center (Hot Springs Roadside)	
Electrical Removal	\$ 1,200.00
Sign and Structural Removal	\$ 3,900.00
Total	\$ 5,100.00
Rotary Park	
Design/ Construction Document	\$ 2,640.00
Fabrication	\$ 6,136.90
Installation	\$ 9,950.00
Lighting	\$ 4,600.00
Existing sign disposal	\$ 500.00
Total	\$ 23,826.90

Options:

Stone flower bed surrounding new Rotary Park sign by Stone Age Masonry- \$10,600

Proposed Sign Descriptions:

Ouray Hot Springs and Visitor Center (Hot Springs Entrance)

The current 5.5'x11' cedar panel will be replaced with a similarly sized panel. The existing two steel posts will remain as the foundation for the new sign. The new sign panel will incorporate the Ouray logo and branding. The sign panel design will be developed and finalized after contract award. All existing electrical components will be removed and new LED lighting installed. Existing electrical power sources will be utilized. Sign posts will be capped with new welds and repainted after installation.

Ouray Hot Springs and Visitor Center (Hot Springs Roadside)

The current 15' sign for the Hot Springs and Fitness Center will be completely removed. All existing electrical components will be removed. All electrical wiring will be terminated. The site will be left ready to be landscaped, but no additional improvements will be done following the sign structure removal.

Rotary Park

The current 4'x9' cedar panel will be replaced with a similarly sized panel. The existing two steel posts will be reset in new concrete foundations. The new sign panel will incorporate the Ouray logo and branding, as well as utilize additional hanging sign panels to indicate restroom and ice rink information as seasons dictate. Sign panel design will be developed and finalized after contract award. All existing electrical components will be removed and new LED lighting installed. Existing electrical power sources will be utilized. Sign posts will be skinned with new cedar planks.

Notes:

Permits will be provided by city at no charge.

All old, existing sign panels will be delivered to the City of Ouray public works office.

Installation work will be performed in a way to minimize disruption to pool access.

Payment Schedule:

Payment 1: \$16,000 to be paid at contract award.

Payment 2: \$16,000 to be paid after completion of procurement.

Payment 3: \$16,574.91 to be paid at completion of project.

Intellectual Property & Copyright Ownership

In the event that any copyrighted work(s) are created as a result of the Services provided by Kylee Firlit Creative in accordance with this Agreement, Kylee Firlit Creative owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section

Kylee Firlit Creative owns copyright in the Design Works and has agreed to assign such copyright to The City of Ouray on the terms set out below:

1. With regard to this scope of work, Kylee Firlit Creative does hereby sell, assign, transfer, and convey to the City of Ouray, the entire right, title, and interest in and to agreed Design Works and in and to any and all copyrights on the Works that may arise and/or may be granted in the United States and any foreign country, and including each and every derivative Work arising from the Design Works.

2. Kylee Firlit Creative agrees, at the expense of the City of Ouray, to execute, sign and do, and to procure on the part of the authors of all and any of the Design Works the executing, signing and doing of all such further documents acts and things as the Client may require to vest fully in it the full legal title to and benefit of the copyright in the Design Works

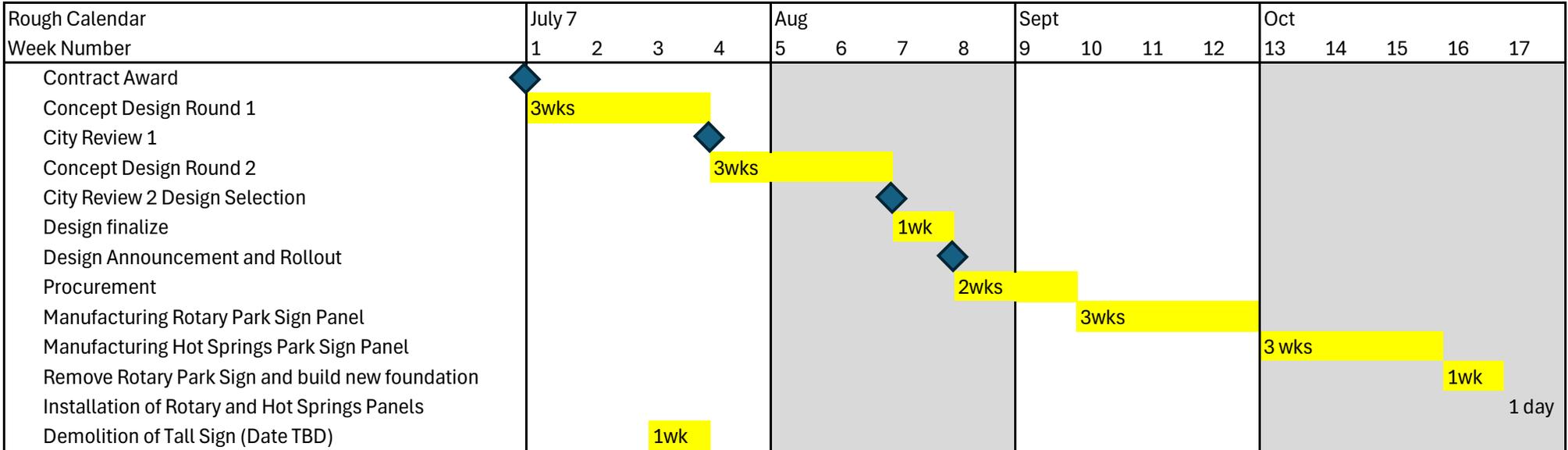
3. Kylee Firlit Creative warrants that to the best of its knowledge but without having undertaken specific searches it is the owner of the Design Works and all copyright therein and has not granted to any third party any license assignment or legal right to use the Design Works or any similar designs.

4. Kylee Firlit Creative warrants that it has in its possession written waivers as to moral rights by all the authors of the Design Works and the aforesaid waivers are available for retention by The City of Ouray upon its request.

Project Schedule:

See Next Page.

Project Schedule



RESOLUTION NO. 14 (SERIES 2025)

A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY, COLORADO DIRECTING STAFF TO PROVIDE AN EQR REDUCTION TO THE PROPERTY KNOWN AS 2001 MAIN STREET, OURAY, COLORADO UNTIL A NEW CATEGORY FOR WATER CHARGES FOR LIGHT INDUSTRIAL OR MANUFACTURING USE IS ADOPTED.

WHEREAS City Council is authorized to collect from any consumer or any owner of real property charges for use of City water under C.R.S. § 31-35-402(f);

WHEREAS City staff charges 2001 Main Street for water usage as an industrial or manufacturing facility set forth under Ouray Municipal Code (OMC) Section 9-10-B which equates to 3 EQRs per month;

WHEREAS, on July 7, 2025, the owner of 2001 Main Street requested reconsideration of City Staff's decision asserting that the EQR allocation unfairly disadvantages the business operating at 2001 Main Street;

WHEREAS the owner of 2001 Main Street presented evidence that he employs four (4) people and the building has one bathroom despite the large building footprint;

WHEREAS, 2001 Main Street is current with the City concerning its water bill;

WHEREAS City Council desires to reduce the EQRs for this property from three (3) to one (1) EQR per month and directs staff to create a new category of use for this property; and

WHEREAS City Council finds that this resolution is adopted for the health, safety, and welfare of the public.

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

1. Charging the property located at 2001 Main Street three (3) EQRs operates to disadvantage this business such that City Council directs staff to reduce the monthly EQRs to one (1) EQR per month, retroactive to January 1, 2025.
2. City Council directs staff to create a new category of use for light industrial or manufacturing and to allocate this property to such new category of use, once the ordinance is adopted.

ADOPTED this 21st day of July 2025 by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

Future Agenda Items/Work Sessions

- Hazard Mitigation Plan (awaiting FEMA approval)
- Community Calendar – August 4
- Contract for recruitment services – August 4
- Swiss Village Deed Restriction – August 4
- Review of City Committees – August
- Dark Sky Ordinance – September
- Fees and Fine Schedule/Enforcement – Budget Season
- Bed & Breakfast Discussion – wait for Community Development Director
- Ouray Recreational Buildings & Facilities 501(c)(3) Work Session
- Landlord Water and Sewer Credit Program