

**AGENDA  
OURAY CITY COUNCIL**

**Monday, August 4, 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](http://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. APPROVAL OF MINUTES - Meetings of May 5 & 19, June 18, and July 21, 2025
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. Interim Police Chief
  - c. Fire Chief
  - d. Public Works Director
  - e. Parks and Recreation Director
  - f. Marketing & Communication Director
  - g. Finance & Administration Director
8. CONSENT AGENDA
  - a. Modification of Premises for Sidewalk Service for Friends of the Wright Opera House dba Wright Opera House
  - b. Liquor License Renewal for The Drinking Cup LLC dba The Drinking Cup
  - c. Liquor License Renewal for Fedel Provisions #2 dba Ouray Liquors
  - d. Victim's Advocate Memorandum of Understanding
  - e. Intergovernmental Agreement with Ouray County Clerk and Recorder for Election Services for Coordinated Fall Election
9. ACTION ITEMS
  - a. Resolution 13, 2025 - Adopting Parks & Rec Department Fee Schedule
  - b. Contract for Recruitment Services Professional Services Agreement - Duffy Group
  - c. Resolution 15, 2025 - Clarifying Interim Police Chief Position
  - d. Third Addendum to 99-Year Library Lease to add Rooftop Space
  - e. Addendum to Facility Needs Assessment Contract

- f. Contract for Building Inspection Services Professional Services Agreement
  - g. Approval of Letters of Support for the Crystal Reservoir Conveyance
10. DISCUSSION ITEMS
- a. Community Calendar
  - b. Review of City Committees
  - c. Future Agenda Items
11. ADJOURNMENT



## Ouray City Council Regular Meeting

Monday, May 5, 2025 6:00 PM

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

Ethan Funk: Present  
Tamara Gulde: Present  
Peggy Lindsey: Present  
Josh Smith: Present  
Michael Underwood: Present

Also present were: City Administrator Michelle Metteer, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Parks and Recreation Director Joe Brown, Interim Police Chief Daric Harvey, Tourism and Destination Marketing Director Kailey Rhoten, IT Director Rich Willis and City Attorney Carol Viner.

### 1. CALL TO ORDER

*Mayor Funk called the meeting to order at 6:00 pm*

### 2. ROLL CALL

### 3. CONSIDERATION OF REMOTE PARTICIPATION OF COUNSELOR JOSH SMITH

*Removed from the agenda, Mayor Pro Tem Smith attended in-person.*

### 4. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited.*

### 5. APPROVAL OF MINUTES - March 17, 2025

Motion to approve minutes as presented. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

### 6. CITIZENS' COMMUNICATION

*Mayor Funk opened the floor for public comment. Since there were no comments, Mayor Funk closed the floor.*

### 7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk

*Councilor Gulde - Attended Bathhouse meeting, Tri-Agency Dinner and Sergeant Crandall's retirement lunch.*

*Councilor Lindsey - Beautification Committee will meet on Wednesday.*

*Councilor Underwood - Attended the same meetings as Councilor Gulde. PARC will meet tomorrow; OEDC will meet on Thursday.*

*Mayor Pro Tem Smith - The next Main Street Committee meeting is on Wednesday, May 14th.*

*Mayor Funk - Attended the same meetings as Councilor Gulde.*

### 8. DEPARTMENT REPORTS

a. City Administrator

*Report in packet*

b. Interim Police Chief

*Report in packet*

c. Fire Chief

*Report in packet*

d. Public Works Director

*Mr. Coleman noted that the numbers are from April, not March, as the document says.*

e. Parks and Recreation Director

*Mr. Brown gave an overview of his report.*

f. Tourism and Destination Marketing Director

*Ms. Rhoten gave an overview of her report.*

## **9. CONSENT AGENDA**

*Removed liquor licenses from consent agenda.*

a. Intergovernmental Agreement with Ouray County for Noxious Weed Management and Control Services

Motion to approve the Consent Agenda. This motion, made by Peggy Lindsey and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

## **10. ACTION ITEMS**

a. Liquor License Renewal and Change of Trade Name for Colorado Boy South, Inc. dba Colorado Boy Southwest to dba Corkscrew Tavern Pizzeria

*Councilor Gulde noted the application wasn't dated, and asked if payment had been received. Ms. Drake confirmed.*

Motion to approve liquor license renewal for Colorado Boy South dba Corkscrew Tavern Pizzeria. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

b. Liquor License Renewal for JTP Inc. dba Ouray Riverside Resort - The Smokehouse

*Councilor Gulde asked if the checks were received for the correct amounts. Ms. Drake confirmed.*

Motion to approve liquor license renewal for JTP Inc dba Ouray Riverside Resort. This motion, made by Michael Underwood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

c. Liquor License Renewal for El Reno Inc. dba Mi Mexico Family Mexican Restaurant

*Councilor Gulde asked what the referenced attachments were, since they were not included in the packet. Ms. Drake said the attachments showed that the owners held other liquor licenses at other Mi Mexico locations.*

Motion to approve liquor license renewal for El Reno Inc. dba Mi Mexico. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

d. Application from Ronald Hineline for Reappointment to PARC and OEDC

Motion to reappoint Ronald Hineline to PARC and OEDC. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

e. Application for Frank Robertson for Reappointment to the OEDC

Motion to reappoint Frank Robertson to OEDC. This motion, made by Michael Underwood and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

f. Application for Kevin Schiffer for Reappointment to the OEDC

Motion to reappoint Kevin Schiffer to OEDC. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

g. MOU Between Ouray School District and Ouray Police Department

Motion to approve the MOU between Ouray School District and Ouray Police Department. This motion, made by Josh Smith and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

h. IGA with Ouray County Public Health and the City of Ouray Regarding E-cigarette and Vape Waste Disposal Program

Motion to approve IGA with Ouray County Public Health for E-Cigarette and Vape Waste disposal. This motion, made by Peggy Lindsey and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

i. Letter of Engagement with Northland Securities for Underwriting Services

*Mayor Funk asked Troy Bernberg to explain the difference between an investment banker and a municipal advisor as outlined in item 3 of the disclosures. Mr. Bernberg said an investment banker works with both parties to ensure a fair rate, but a municipal advisor would only represent the interests of the City, and that is a statement that is required to be disclosed to potential customers. In the investment banker role, Mr. Bernberg does not get paid until both parties are satisfied with the terms of the financing.*

Motion to approve the Letter of Engagement with Northland Securities for Underwriting Services. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

j. Subscription Agreement with Backflow Solutions, Inc. Online with Approval for the City Administrator to Sign.

*Paul Smith said it seems like a good return on investment, even if the building inspector position is filled.*

Motion to approve the Subscription Agreement with Backflow Solutions Inc, giving the City Administrator approval to sign online. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

k. Professional Services Agreement with Graves Consulting, LLC for Compensation Study and Pay Equity Analysis

*Councilor Gulde made a motion to approve the Professional Services Agreement with Graves Consulting for Compensation Study and Pay Equity Analysis. Councilor Lindsey seconded the motion. Ms. Viner said*

*the base price did not include job description review, but that individual jobs could be reviewed for \$175 apiece. The council directed staff to do job description reviews as needed without going over the budgeted amount of \$20,000.*

Amended Motion to approve PSA with Graves Consulting for Compensation Study, not to exceed \$20,000 with optional job description reviews as directed by staff. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

I. Amendment No. 5 to Owner/Engineer Agreement for Professional Services with Short Elliott Hendrickson Inc (SEH)

Motion to approve Amendment No. 5 to PSA with Short Elliott Hendrickson. This motion, made by Michael Underwood and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

m. Tangram Design Additional Services Agreement (Ouray Hot Springs and Rotary Park Signs)

*Councilor Gulde felt that there should be 3 signs, one for the Visitor Center in addition to the two mentioned signs. Kevin Schiffer said the tall Pool sign needs to be replaced at the same time. Paul Smith felt that a site visit is not necessary since the vendor has done multiple site visits in the past, and wants locals to have the first shot at the bid. Council directed staff to open an RFP for design and fabrication.*

Amended motion to approve Tangram Design Additional Services Agreement, and add the other pool sign. This motion, made by Peggy Lindsey and seconded by Josh Smith, Failed.

Ethan Funk: Nay, Tamara Gulde: Nay, Peggy Lindsey: Nay, Josh Smith: Nay, Michael Underwood: Nay

n. Ouray County Multijurisdictional Emergency Operations Plan

*Ouray County Emergency Manager Glenn Boyd presented the multi-jurisdiction emergency operations plan.*

Motion to approve the Ouray County Multi-jurisdictional Emergency Operations Plan. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

## 11. DISCUSSION ITEMS

a. Ouray County Multijurisdictional Evacuation Plan

*Glenn Boyd presented the evacuation plan.*

b. Fees for Facilities

*Staff noted the number of entities that have historically received reduced or waived fees. Ms. Viner said the City needs to charge the same amount to every entity that wants to use it. Paul Smith cautioned against overcharging beyond cost recovery. Staff will bring back a proposal for fees.*

c. Future Agenda Items

*Council re-evaluated the order of items on the list.*

## 12. ADJOURNMENT

Motion to adjourn at 9:01 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

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Ethan Funk, Mayor

ATTEST:

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Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, May 5, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, May 5, 2025.

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Melissa M. Drake, City Clerk



## Ouray City Council Regular Meeting

Monday, May 19, 2025 6:00 PM  
Ouray Community Center, 320 6th Ave, Ouray, CO 81427

Ethan Funk: Present  
Tamara Gulde: Present  
Peggy Lindsey: Present  
Josh Smith: Present  
Michael Underwood: Present

Also present were: City Administrator Michelle Metteer, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Parks and Recreation Director Joe Brown, Interim Police Chief Daric Harvey, IT Director Rich Willis and City Attorney Carol Viner.

### 1. CALL TO ORDER

*Mayor Funk called the meeting to order at 6:00 pm.*

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited*

### 4. CEREMONIAL/INFORMATIONAL - Support of State Wildfire Preparedness Month Proclamation

*Mayor Funk read the proclamation.*

### 5. CITIZENS' COMMUNICATION

*Mayor Funk opened the floor for public comment. Since there were no comments, Mayor Funk closed the floor.*

### 6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk

*Councilor Gulde - attended the Fire Department banquet. There will be an OIPI public board meeting on May 21st. There will also be a TAC meeting on May 27th.*

*Councilor Lindsey - OBC met on May 7th. Trail cleanup day is scheduled for May 31st. Flowers will be delivered on June 10th. The committee is looking to help the school clean up their flower beds, and pick up more trash in streets and alleys this summer. The next meeting will be held on June 4th.*

*Councilor Underwood - PARC met on May 6th. Next meeting June 3rd. OEDC met on May 8th*

*Mayor Pro Tem Smith - Main Street Committee meeting, discussed the upcoming workshop with Colorado Downtown Inc. Unable to attend the Gunnison Valley Transportation meeting.*

*Mayor Funk - attended the West Region Wildfire Council meeting, but funding sources are questionable for the Amphitheater tree removal project. Met with Ouray County Public Health Director about Tobacco retail licenses to increase retailer compliance.*

### 7. DEPARTMENT REPORTS

a. City Administrator

*Ms. Metteer gave an overview of her report. Councilor Gulde discussed trash pickup in town. Paul Smith asked if his trash can was in compliance on the alley. Glenn Boyd noted that a pickup truck comes on his street to collect trash, especially in the winter, and that there are several such examples around town.*

b. Director of Finance and Administration

*Ms. Drake presented the financial reports.*

c. Information Technology Director

*Mr. Willis gave an overview of his report.*

## **8. CONSENT AGENDA**

Motion to approve the Consent Agenda. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

a. Liquor License Renewal for Outlaw Tradition LLC dba Outlaw Restaurant

b. Modification of Premises to Include Sidewalk Service for Thai Chili Ouray LLC

## **9. ACTION ITEMS**

a. Ouray County Evacuation Plan

Motion to adopt the Ouray County evacuation plan, removing the sentence referencing approval by resolution. This motion, made by Peggy Lindsey and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

b. Ouray County Community Wildfire Protection Plan

Motion to adopt the Ouray County Community Wildfire Protection Plan. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

c. Mountain Air Music Series Noise Permit

Motion to approve the Special Noise Permit for Mountain Air Music Series. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

## **10. DISCUSSION ITEMS**

a. Fee Schedule - Business Registration

*Ms. Metteer discussed removing the fee, but adding a fine for non-compliance. Paul Smith didn't believe the \$10 fee was the issue, but the barrier was more psychological. Jenny Hart suggested registered businesses be represented by Main Street Committee members that promotes participation and compliance instead of using a fee. Mayor Pro Tem Smith was in favor of removing the fee. John Hart suggested promoting the businesses that have registered in the newspaper. Kevin Schiffer noted that un-registered businesses are not eligible for the OEDC Micro-grant program, and there are other perks for registering currently, and mentioned that the feedback the committee has gotten is that the fee is a hurdle on principle, not for financial reasons. Mr. Hart also suggested that people are hesitant to give out personal information. The council directed staff to bring some perks and benefits to the business registration program to motivate more businesses to register.*

b. Fee Schedule - Huckstering Permit

*Council discussed how to incentivize business registration with huckstering fee schedule with 3 categories: Non-registered businesses, registered businesses, and registered non-profits.*

c. Fee Schedule - Special Event Registration (Non-Profits, Residents & Non-Residents)

*Council discussed rate tiers for various types of uses for the community center and park. Ms. Viner suggested creating a Special Event permit that does not include alcohol components for things like festivals and races that would shut down streets for a period of time.*

d. Hot Springs Pool and Fitness Center Fee Schedule

*Mr. Brown presented his price increase suggestions. The council asked staff to bring the rates back to a future council meeting as a resolution to approve.*

e. Restroom Cleaning & Vault Pumping Agreement Between City, OIPI & FOVF

*The council suggested that the City clean and maintain it during OIPI's off-season, and OIPI would take care of it during their climbing season, and the City would supply the paper products.*

f. Schedule Work Sessions on June 2 and June 16, 2025

*June 2nd - meet at diversion point at 3:00 pm*

*June 16th - 2:30 pm in the Community Center*

g. Future Agenda Items

## 11. ADJOURNMENT

Motion to adjourn at 8:55 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

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Ethan Funk, Mayor

ATTEST:

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Melissa M. Drake, City Clerk

### CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, May 19, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, May 19, 2025.

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Melissa M. Drake, City Clerk



## Ouray City Council Special Meeting

Wednesday, June 18, 2025 12:30 PM

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

Ethan Funk: Present  
Tamara Gulde: Present  
Peggy Lindsey: Present  
Josh Smith: Present  
Michael Underwood: Present

Also present were: City Administrator Michelle Metteer, Finance and Administration Director Melissa Drake, IT Director Rich Willis and City Attorney Carol Viner.

### 1. CALL TO ORDER

*Mayor Funk called the meeting to order at 12:30 pm.*

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited.*

### 4. ACTION ITEM - Resolution 11, Series 2025 - Banning Fireworks in the City Until Further Notice

Motion to approve Resolution 11, Series 2025. This motion, made by Peggy Lindsey and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

### 5. ADJOURNMENT

Motion to adjourn at 12:33 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

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Ethan Funk, Mayor

ATTEST:

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Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Wednesday, June 18, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Wednesday, June 18, 2025.

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Melissa M. Drake, City Clerk



## Ouray City Council Regular Meeting

Monday, July 21, 2025 6:00 PM  
Ouray Community Center, 320 6th Ave, Ouray, CO 81427

Ethan Funk: Present  
Tamara Gulde: Present  
Peggy Lindsey: Present  
Josh Smith: Present  
Michael Underwood: Present

Also present were: City Administrator Michelle Metteer, Finance and Administration Director Melissa Drake, Public Works Director Joe Coleman, Parks and Recreation Director Joe Brown, Interim Police Chief Daric Harvey, Community Development Director Dan Murphy, IT Director Rich Willis and City Attorney Carol Viner.

### 1. CALL TO ORDER

*Mayor Funk called the meeting to order at 6:00 pm.*

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited.*

### 4. CEREMONIAL/INFORMATIONAL

#### a. Police Officers' Oaths of Office

*Mayor Funk swore in Interim Police Chief Daric Harvey. The new officers recited the code of ethics. Interim Chief Harvey swore in the new officers.*

#### b. Pete Blair, Auditor, to Discuss Utilities Capital Improvement Fund

*Moved to next city council meeting*

### 5. CITIZENS' COMMUNICATION

*Mayor Funk opened the floor for public comment. Susette Warynick asked if the city is hosting and funding next year's city celebration of 150 yrs. Mayor Funk confirmed and said John Wood is the chairperson of the committee. John Wood spoke about the committee's current status. Paul Smith wanted to know about the public work session for the signage. Mayor Funk met with Tangram, the contractor. We are still awaiting test signs and feedback. Mr. Smith expressed concerns about the holes around the sign poles. Mayor Funk confirmed they are being addressed. John Pulbratek expressed concerns about the wastewater plant building and suggested screening the dumpster area from the welcome to Ouray sign. Mayor Funk stated the landscaping will be done soon. No budget for screening the dumpster area currently. Mayor Funk also said we are pursuing the warranty for the wastewater treatment plant from the contractor. Mayor Funk closed the floor.*

### 6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk

*Councilor Gulde- Next IPAT is August 6th from 5:30-7:30 pm. She talked to Interim Chief Harvey on July 8th and talked about the police presence on Main Street security and parking on Main Street. On July 16th she met with FOHS. On July 17th, she went to the Swiss Village BBQ and interacted with the residents, as well as attending a virtual meeting of Ridgway's Space to Create.*

*Councilor Lindsey-July 3rd OBC met, they are working on Yard of the Month.*

*Councilor Underwood-Parks and Rec Department is having a field day on Aug 23rd.*

*Mayor pro tem Smith- attended Swiss Village BBQ, and the Home Trust of Ouray County Space to Create meeting.*

*Mayor Funk- Attended a county meeting on the Ouray county emergency alert notification system regarding registration and deregistration for this platform. Talked to Senator Bennet's office regarding Crystal Reservoir. Meet with Tangram about wayfinding sign options going forward. Paul Smith asked if Ouray county uses reverse 911, Mayor Funk said it is one of the features of the Emergency Alert platform. Chief Harvey clarified the types of emergency notification services of Genesys platform that the county uses and what dispatch can do.*

## **7. DEPARTMENT REPORTS**

### **a. City Administrator**

*Ms. Metteer gave an overview of her report. She also reported she's has been working with directors on workplace culture*

### **b. Director of Finance and Administration**

*Ms. Drake presented the sales tax report for May which was up 37% over last year. The department is short-staffed at this time.*

### **c. Community Development Director**

*Mr. Murphy gave an overview of his report.*

### **d. Information Technology Director**

*Report in packet.*

## **8. CONSENT AGENDA - Modification of Premises for Cassidy's Cafe & Antiques Liquor License**

I make a motion to approve the Consent Agenda. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

## **9. ACTION ITEMS**

### **a. Resolution 12, Series 2025 - Organizational Chart Review and Approval**

*Ms. Metteer will bring new organizational charts annually during budget season. Ms. Metteer stated the code enforcement officer will now be under the police department instead of community development. Councilor Gulde made a motion to approve Resolution 12 series 2025 organizational chart review and approval. Councilor Underwood seconded the motion.*

Amended motion to approve Resolution 12 series 2025 A resolution of City Council of the city of Ouray, Colorado adopting a new organization chart for city staff. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

### **b. Resolution 13, 2025 - Adopting Events Fee Schedule**

*Moved to next city council meeting*

c. Approval of Police Department Grants

*Chief Harvey summarized grants available to the Department .Councilor Underwood asked about a third grant Chief Harvey said council approval was not needed for the third grant.*

Motion to approve police department grants. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

d. Third Addendum to 99-Year Library Lease

*Mayor Funk discussed the library lease; Mayor Pro Tem Smith brought up maintenance of the roof and the line of sight. Councilor Underwood stated the need for additional space. Ms. Metteer discussed the fee for amenities for services. Aimee Vann, Library director, stated the library did a code study for rooftop deck. She discussed need for space. Christine Coyer spoke in strong support of the library. Eric Funk expressed his displeasure with the council for taking away the rooftop deck. Jesse Sumrak, Maureen O'Driscoll, John Kissingford, Stephanie Willis, Gina Winger, and Stacey Dunham spoke in support of the library.*

*Councilor Gulde stated it's unfortunate to not vote on the library. This meeting will table until Aug 4th to vote. Council Underwood expressed support for library expansion and expediting the vote.*

*The motion to amend the 99 year lease at the library was withdrawn.*

Motion to table Aug 4th date. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

e. Fresh Air Custom Creations Signs Contract

*Kevin Schiffer, owner of Fresh Air Custom Creations, spoke of how excited he is. Jenny Hart, spoke of the transparency of designs. Mr. Brown wants to create a stakeholder group for design.*

Made motion to approve the Fresh Air Customs Creations Signs Contract. This motion, made by Michael Underwood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

f. Direction to Staff Regarding Skoloda Industrial Utility Billing

Motion to approve resolution 14. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

**10. DISCUSSION ITEMS**

a. Future Agenda Items

**11. ADJOURNMENT**

Motion to adjourn at 8:05 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

Ethan Funk, Mayor

ATTEST:

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Melissa M. Drake, City Clerk

CERTIFICATION

I, Sara Waldman, do hereby certify that I am the Deputy City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, July 21, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, July 21, 2025.

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Sara Waldman, Deputy City Clerk

**Date:** August 4, 2025  
**To:** Ouray City Council  
**From:** Michelle Metteer, City Administrator  
**Re:** City Council Administration Report

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### **Revitalizing Main Street Grant Project**

I attended the FOR meeting which is a 90% construction design all-hands meeting with the City representatives and the CDOT team. This project is preparing to go to AD later this Fall with a Spring 2026 construction start date and will include a crosswalk from the visitor center to the perimeter trail parking lot, the installation of a sidewalk from the visitor center to the connection with the river trail, a crosswalk connecting the horseshoe parking area to Camp Bird Rd, possibly rapid flashing beacons near the horseshoe parking crosswalk to notify vehicles of the pending pedestrians and other mobility improvements.

### **GOCO Grant Opportunities**

Joe Brown and I met with the regional GOCO representative to discuss grant opportunities for the City of Ouray. The most aligned opportunity for a GOCO grant would be for improvements to Rotary Park, however Rotary Park is listed as a “low priority” within the Parks and Trails Strategic Plan. The funds needed to complete construction drawings for the improvements to the park are estimated to be around \$700k. Staff plans to analyze the use of these funds for the construction of the stage, which is identified as a “high priority” instead. This will all be brought before the Council during the 2026 budget process for review and consideration.

### **Wayfinding Signage**

Mayor Funk, Mayor Pro Tem Smith and myself met with representatives from Tangram to discuss the first phase of the wayfinding signage. A site tour was conducted and analysis of next steps to take. Tangram is now preparing two options for how to address the signs moving forward. These options will be brought before the Council consideration at an upcoming meeting.

### **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.

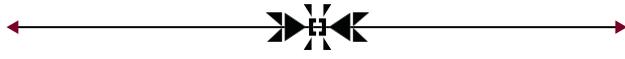
- Temporary Shuttle Stop signage – has been created by Josh Smith / Kailey Rhoten and ordered.
- With help from I.T. Director Rich Willis we are now reviewing a program which will provide real time access on the shuttle location which will help riders determine wait times for the next shuttle pick up in their area.
- CDOT permitting application is being completed and preparing for submission.

### **Wastewater Treatment Plant (WWTP) Tour**

I joined public works foreman Cliff Jaramillo and public works director Joe Coleman as they gave representatives of the Plaindealer a tour of the wastewater treatment plant facility. Along with a tour, the team identified the items that have been repaired, items that are awaiting parts replacement and others which are undergoing a review by the manufacturing company to determine the issue. The staff continues to work on the improvements to the WWTP with the primary goal of repairs first and addressing warranty issues second. Once all the repairs have been completed, it will still take time for the biological processes to be properly reestablished prior to full functionality being restored.

### **150th Celebration Committee**

I attended the committee meeting for the 150th Celebration. The committee continues to make progress on a variety of the pre-determined events that will start to be rolled out later this year beginning with Yule Night. Look for 150th ornaments and merchandise sales as ways to support the effort.



**CITY OF OURAY  
POLICE DEPARTMENT – INTERIM CHIEF OF POLICE REPORT  
PRESENTATION TO CITY COUNCIL**

**Date: August 4, 2025**

## **Current Department Status and Progress Update**

### **1. Strategic Priorities and Staffing Status**

As Interim Chief of Police, I am approaching the conclusion of my contract on **September 10, 2025**—a remaining **37 days**. In anticipation of this transition, I am preparing a comprehensive **transition document** to ensure organizational momentum is maintained, and that current projects reach full implementation or are positioned for successful completion.

Since **May 5, 2025**, the department has hired:

- **Three (3)** Colorado POST-certified officers,
- **One (1)** administrative assistant, and
- **One (1)** police recruit currently preparing for academy attendance.

One (1) officer position remains vacant. Three female applicants most recently were under consideration, **two** are no longer active in the process. The third applicant remains under evaluation after completing a ride-along and police department meet and greet on **July 30, 2025**. She is currently scheduled for formal interviews on August 5, 2025.

The **previous Field Training Program** lacked topic specificity and performance metrics. In response to this identified deficiency from the Police Management Audit, a revised and comprehensive **Field Training and Evaluation Program (FTEP)** is currently in development. This curriculum:

- Aligns with the **2020 Model Traffic Code, Colorado Revised Statutes, and Ouray Municipal Code,**
- Incorporates **best investigative practices** across **103 defined topics,**
- Establishes **measurable performance standards** to ensure consistent, high-quality officer development.

In partnership with the **Ridgway Marshal's Office**, new hires have received supplemental training. Ridgway personnel have also expressed interest in contributing to our training bulletin development, further strengthening **regional collaboration** and continuity in law enforcement practices.

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## **2. Implementation of Police Management Audit Recommendations**

Substantial progress has been made toward addressing the findings and recommendations outlined in the **Police Management Audit**. The following categories have seen either full implementation or significant ongoing progress:

- **Recruitment & Retention:** New hiring practices include panel interviews with department directors to enhance equity and diversity in officer selection.
- **Staffing & Wellness:** Scheduling adjustments and workload distribution are under review to support officer well-being and performance.
- **Scheduling & Patrol Operations:** Response tracking and sector-based patrol evaluation are being revised.
- **Vehicle Fleet:** Active inventory and asset management practices are underway.
- **Field Training Program:** Redesign of FTEP addresses performance metrics and local-specific law considerations.
- **Crime Analysis:** Procedures are being updated to reflect more accurate crime tracking and reporting.
- **Specialty Assignments:** Role definition and performance accountability standards are under development.
- **Department Policies:** 55 policies have been revised since the last recorded update in 2016.
- **Budget and Forecasting:** Purchasing and budgetary coordination is now aligned with city policy.
- **Emergency Operations Planning:** Successfully coordinated a multi-agency response for the July 4th celebration.
- **Training:** Collaborations with regional agencies to deliver joint training opportunities are ongoing.
- **Internal Affairs:** Three (3) internal personnel complaints have been formally investigated and documented.
- **Volunteers in Policing:** Community Ambassador Program planning is underway.
- **Surveys:** Engagement strategy has been revised to enhance community feedback loops.
- **Employee Development:** New onboarding protocols and job function assignments are being developed.
- **School Resource Officer:** Role under review for future alignment with district priorities.

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### 3. Completed Initiatives and Achievements (May–August 2025)

- Completed full **evidence audit** and initiated investigations into discrepancies concerning high-value items.
- Conducted full **inventory** of department assets and initiated corrective action for anomalies.
- Reviewed and investigated **three (3)** internal personnel complaints.
- Reviewed **29 job applicants** (11 via LinkedIn, 18 traditional), and completed **11 interviews** for sworn and administrative positions.
- Conducted **active recruitment outreach** at **five (5)** police academies across Colorado.
- Updated **55 department policies**, addressing a critical backlog of outdated directives.
- Formalized **purchasing processes** in collaboration with the Finance Department.

- The chief responded to **206 public safety incidents**, resulting in **7 arrests** from active investigations. The agency in total responded to 814 during the contract period.
  - Logged **1,328 hours worked** by the Chief in the past four months—exceeding the contractual six-month requirement of 1,051 hours.
  - Initiated revised **community engagement strategy**, rebuilding trust with businesses, residents, and visitors.
  - Designed and implemented a standardized **onboarding and equipment issuance process** for new officers.
  - Successfully planned and executed **Independence Day operations**, involving 22 members from internal department leaders and partner organizations with a focus on crowd management, traffic control, and safety protocols. Implemented new event management processes to improve guest experience and overall public safety.
  - Increased diversity in staffing through intentional hiring and inclusive recruitment practices.
  - Secured and administered **three (3) non-matching police grants** totaling approximately **\$33,000**.
  - Partnered with **Human Resources** to audit and update police personnel records to comply with POST and municipal requirements.
- 

#### 4. Ongoing Projects and Strategic Initiatives

- **Hiring Process Modernization:** Establish consistent procedures and documentation in coordination with HR.
  - **FTEP and Onboarding Finalization:** Complete rollout of revised training programs and associated materials.
  - **Business Partnership Program:** Establishment of a formalized police-business engagement model.
  - **Community Volunteer Program (Police Ambassadors):** Development underway with **two (2)** community members already expressing interest.
  - **Case Management Improvements:** Streamlining documentation and investigative closure protocols.
  - **Police Facility Renovation:** Planning and prioritization in coordination with city leadership.
  - **Evidence Management Software:** Implementation of previously purchased but unused software platform.
  - **Criminal Analysis Capability:** Upgrade case management workflows for data-driven decision-making.
  - **Joint Training Initiatives:** Facilitate recurring multi-agency training opportunities.
  - **Transition Document:** Preparing detailed project summaries with completion percentages to assist incoming leadership.
  - **Function Assignments:** Formalizing officer roles and responsibilities with measurable outcomes and performance expectations.
-



## Police Department

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

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### Conclusion

The Ouray Police Department has made measurable, meaningful strides in addressing the recommendations of the Police Management Audit while simultaneously implementing foundational changes in hiring, training, policy, and community relations. As the end of my interim term approaches, my focus remains on continuity, documentation, and equipping future leadership with the tools and structure necessary to sustain this progress.

Respectfully submitted,

**Daric R. Harvey**

Interim Chief of Police

City of Ouray

[धारवेय@cityofouray.com](mailto:धारवेय@cityofouray.com) | (970) 325-7067 (PD Main) | (970) 708-1366 (Cell)

## Fire Department Report for July, 2025

7/28/25

Have had a couple wildland fires in the county, in which all are now contained. We have members helping the state, through Ridgway fire as structure protection for fires in other parts of Colorado.

Upon debrief of the Snowshed fire we have made a list of additional resources and equipment needed for similar future calls.

July 4<sup>th</sup> went as planned. Thanks you to PD for the efforts of getting thing planned accordingly.

### Calls for July

7/1	Fire	6ffs	1hrs
7/1	Med Assist	1ffs	1hr
7/5	Med assist	1ffs	1hr
7/5	Fire	6ffs	1hrs
7/10	Accident	5ffs	1hrs
7/11	Accident	6ffs	1hr
7/13	Med Assist	1ffs	1hr
7/14	Fire	3ffs	1hr
7/16	Fire	7ffs	1hrs
7/16	Med Assist	1ffs	1hrs
7/17	Fire	6ffs	2hr
7/25	Accident	2ffs	1hr
7/26	Fire	5ffs	5hrs
7/27	Accident	4ffs	1hrs



## Public Works July 2025 Update Report for August 4th, 2025 City Council

### Water

- Water Usage Numbers for June:
  - Influent (Water from spring) – 64,974,826 Gallons
  - Effluent (Water to town) – 19,942,095 Gallons
  - City of Ouray Hydro Plant – 1,044,952 Gallons
  - Mineral Farms – 56,500 Gallons
- Continued monitoring and sampling for chlorine residuals and turbidity levels at the entry point of the distribution system. The minimum chlorine level was lowered by CDPHE from 0.9 mg/l to 0.6 mg/l. We are still waiting for CDPHE to allow us to go back to 0.2 mg/l. The City has been in compliance and meeting all CDPHE requirements.
- Multiple locate requests as contractors continue to do work in the City Right of Way.
- Repaired broken valve box on Fedel Court.
- Repaired a leaking service line in the City Right of Way on 5<sup>th</sup> Ave.
- Investigated a water leak on 10<sup>th</sup> Ave, City crew was able to determine the water leak was on the homeowner's side of the water service line.
- Repaired a water service line leak at the Hot Springs Pool. Public Works was able to isolate the leak at 6am and had water back in service by 10:15am.
- City staff continues to work with Element Engineering and Filter Tech on some warranty issues at the new Water Treatment Facility. See list below:  
Warranty Repair Work Completed:
  - The compressor for the recycle skid failed within the first month of operation. A new compressor was delivered and installed and is now operating correctly.
  - Fittings on the chlorine pumping system failed after two months of being in operation. New fittings were installed and show no signs of corrosion or failure.
  - We have experienced a few gaskets fail on the membrane skids during the first 4 months of operation. Filter Tech has always been responsive and has replaced all the leaking gaskets to date. We have not had this issue recently.
- Ongoing Warranty Repair Work:
  - The influent water meter to the new potable water tank has not been reading correctly. Filter Tech was onsite and recommend to replace the meter. They ordered a new meter through the manufacture and it is scheduled to be installed within the next 3-4 weeks. The City will not be responsible for the cost of the new meter or the instillation.
- City staff collected the fourth round of samples from the Uncompahgre River since the new wastewater treatment plant became operational for the measureable results program conducted by CDPHE. 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 has already monitored the Uncompahgre River and wastewater effluent prior to the new

Wastewater Treatment Plant and is now conducting a similar monitoring strategy now that 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.

## Sewer

- City staff continues to work with Aslan Construction and JVA Engineering on warranty issues at the new Wastewater Treatment Facility. Most of the warranty issues are with equipment in the facility as well as the lack of growth from the hydro seeding outside the facility. Please see list below:

### Warranty Repair Work Completed:

- The jet motive pump is now fully operational. A relay switch had failed inside the control panel causing the pump to become inoperable in the digester. This is the root cause of the odor issue at the facility. It will take some time for the biological process to recover inside the digester, the situation is currently improving.
- The cake pump faulting out issue during solids processing has been resolved. City staff discovered that the set point temperature was set to low during start up. Staff increased the set point by ten degrees and we are currently able to process solids with no faulting out issues. The pump operates reliably now with no signs of overheating.

### Ongoing Warranty Repair Work:

- Sludge Pump #1 was damaged by water entering a conduit that was not installed properly. The pump is currently being rebuilt and is expected to be installed and operational within the next two weeks.
- Dewatering feed pump #2 had a coupler fail during operation. Pictures have been sent to Aslan Construction along with the manufacture, they are currently looking into information from the start up process and trying to determine the cause of the failure. We currently do not have an ETA on when this will be resolved.
- The initial seeding and revegetation around the facility was unsuccessful. Aslan Construction along with City staff have been in contact with the subcontractor who did the seeding. At first we were told it will start to grow due to the fact it is a slow germinating seed. The consensus now is that nothing is going to grow and the subcontractor will be held responsible to seed again. We currently do not have an ETA on when that seeding will take place.
- Continue taking wastewater samples on a weekly basis. We continue to stay in compliance with all of CDPHE permit standards.
- Removed all old wooden fencing from the Wastewater Treatment Plant. New fencing is scheduled to be installed in the fall. This will include gates that will limit access to authorized personnel only.

## Streets/Miscellaneous

- Worked with a local contractor to develop a plan for utility installation for the new bathroom at Woman's Park. The new bathroom is scheduled for delivery on August 6<sup>th</sup> 2025.
- Repaired multiple damaged sign posts and bases on Hwy 550.
- Removed dead tree from the City Right of Way in the 300 block of Oak Street.



# CITY OF **OURAY** PARKS AND RECREATION

## **Parks**

- The parks department has taken over the stocking, and cleaning of the Via Ferrata restroom on a once a week basis to ensure the restroom facility is kept to a base line standard. The OVF will continue to clean daily. The agreement for the restroom with OVF and OIPI still needs to be adopted until then we will absorb some of this service.
- The New restroom for the Woman's Park is scheduled to be installed on 8/6. Local contractors and CXT will work to pull the utilities, reroute the sprinkler system and install the new facility.
- Community field day will take place on 8/23/2025. The event will include bounce houses, kickball, races, BBQ and music. This event will happen congruently with high graders holiday in an effort to help support the event and bring in as many folks as possible to the park.
- The OVF board met on Tuesday 7/29 to discuss opportunities, and challenges. The subject of this conversation included Ranger staffing/ challenges, Restroom maintenance challenges and solutions, increased after hours use, and vandalism on the route.
- The Via Ferrata saw vandalism during the week of the 21<sup>st</sup>. someone cut one of the rebar rungs with what seems to be an angle grinder. We have requested increased police presence to help monitor the Via after hours. The route was repaired the day it was noticed.
- Fellin park continues to see increased event activity. While this is beneficial to our community and the revenue for the park it stretches out parks team thin. Parks will be recommending staffing increases during this year's budget season.
- Budget is the priority at the moment.
- We continue to face challenges with our activity, membership and POS software (active net). Until we have a system that is user friendly for our customers this issue will continue to be a massive labor expense on the hot springs. I recommend replacing active net with something more customer friendly. Until then the IT department will be supporting the improvements of our existing software.
- Parks has been painting both the hot springs and box canon parking lot since July 4<sup>th</sup>. This has proven to help the flow of the parking lot and last longer than expected. There have been very few parking issues or obstructions this year compared to years past.

## **Ouray Hot Springs**

- The OX2 heat exchange unit is designed and almost ready to go out to bid. We are looking to finish with a material specification sheet and then an RFP. The design and the agreement are attached and in the packet.
- The OHS team has hired a new operator maintenance level 1 position to support maintaining the building and cleaning the pools. Jarod Wyatt started with us on Monday 7/28
- We continue to wait on engineering completion of the box canon line. I spoke with the engineers and expressed concern with the timeline and getting this implemented this year.

## AGREEMENT

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of August, 2024 by and among the City of Ouray, a Colorado home rule municipality ("**CITY**"), Alpenglow Properties Ouray, Inc. dba Twin Peaks Lodge, a Colorado for profit company with its principal place of business being 215 5<sup>th</sup> Avenue, Ouray, Colorado, 81427 & Hot Springs ("**TWIN PEAKS**"), Wiesbaden Spa and Lodging, Inc. a Colorado for profit company with its principal place of business being 625 5<sup>th</sup> Street, Ouray, Colorado, 81427 ("**WIESBADEN**"), and TMC Lodge, LLC, a Colorado limited liability company with its principal place of business being 17405 CR 122, Tyler, Texas, 75703 ("**TMC**") , collectively they may be referred to as the "Parties."

Pertinent to this Agreement are the following points:

- A. The Parties, and/or their predecessors, entered into an Agreement in 1990 recorded in the Ouray Clerk and Recorder's records at Reception #146121 ("1990 Agreement"), which was supplemented as to the City and Wiesbaden in 2004, and certain stipulations in water rights cases, specifically including the Stipulation in Case No. 88CW134 (the "Stipulations"), as described in the 1990 Agreement, see Exhibit A.
- B. As a result of the 1990 Agreement and the various stipulations in the water rights cases, in order to prevent injury to Twin Peaks and Wiesbaden, the City is subject to limitations and conditions in its use of its geothermal wells, specifically Wells OX-2 and OX-6, and its use of the geothermal aquifer that is the source of hot springs water for Twin Peaks, Wiesbaden, BC&M, and the City.
- C. City desires to engage in geothermal well testing, to which Twin Peaks and Wiesbaden object unless such testing is done in a manner consistent with the 1990 Agreement and the Stipulations.
- D. This Agreement sets forth the conditions and procedures by which Twin Peaks, Wiesbaden and the City agree such geothermal well testing may occur. This Agreement in no manner amends, replaces, or otherwise alters the 1990 Agreement or the Stipulations.

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. The City will engage and pay for a professional water engineering consultant to formulate and submit to Twin Peaks and Wiesbaden a testing and monitoring plan (the "Plan") as detailed in the Stipulation in Case No. 88CW134 and the 1990 Agreement. The Plan should address the proposed long-term testing of continuous artesian flow from Well OX-2 and the operation of Well OX-6, specifically the artesian discharge through heat exchangers and injection of the temperature reduced water into Well OX-6. Twin Peaks and Wiesbaden must approve the Plan prior to the City applying for an injection well permit from the Colorado Division of Natural Resources (DNR) or the Colorado Department of Public Health and Environment (CDPHE). The City will provide a copy of any injection well permit application to Twin Peaks and Wiesbaden at

the time it submits such application to the respective state agencies. All testing and monitoring pursuant to the accepted Plan will be conducted by and paid for by the City.

2. The City will provide the Plan to Twin Peaks and Wiesbaden not less than sixty (60) days prior to its targeted date of submittal of an application to DNR and/or CDPHE to allow for a reasonable time for review and revision by the Parties. The testing and monitoring should occur during the time of the year when flows in the geothermal aquifer are expected to be lowest, which is between November 1st and April 30th. The Plan shall include provisions to ensure continual accurate monitoring and data collection, for which data shall be promptly provided to Twin Peaks and Wiesbaden as such data is collected. Twin Peaks and Wiesbaden shall have access to the computerized Well OX-2 data at the City Pool Shop as well as monitoring data for Well OX-6.
3. The Plan should meet the requirements set forth in the stipulation in Case No. 88CW134 and shall be increased in frequency during the initial testing period. If no injury to the geothermal aquifer develops, monitoring frequency may be reduced by mutual agreement with Twin Peaks and Wiesbaden. The Plan shall include pressure readings at Wells OX-2 and OX-6.
4. City has minimized its use of Well OX-2 during the summer months of 2024 to assist with increasing water levels stored in the aquifer.
5. Nothing in this Agreement amends, replaces or otherwise changes the 1990 Agreement, the 2004 modification between the City and the Wiesbaden, or the decrees and Stipulations entered into in the water rights cases. The City agrees to reimburse Twin Peaks and the Wiesbaden \$1500 of their joint attorneys' fees for negotiation, drafting and review of this Agreement upon presentation of an invoice for same. Beyond that reimbursement, the parties are each responsible for their own attorney fees and costs.
6. Once all work under the Plan has been completed, the parties agree to review the data collected, any consultant report summarizing or providing recommendations for future use of the Wells OX-2 and OX-6, and discuss future uses of the aquifer, consistent with the terms and conditions of the 1990 Agreement, 2004 modification, and the decrees and Stipulations in the water rights cases that no injury shall occur to the senior rights of Twin Peaks and Wiesbaden as a result of the City's use of the geothermal aquifer. The parties agree that any future use of the aquifer shall not include pumping of any wells but shall rely on artesian flows out of the wells.
7. The parties agree that each will exercise good faith in performing the obligations contemplated in this agreement.
8. The parties agree to mediate any disagreement arising from this Agreement prior to initiating any litigation. Litigation shall be in a court of competent jurisdiction in Ouray County, Colorado.

WHEREFORE, the Parties represent that each of the signatories below is authorized to execute this Agreement.

City

TMC

\_\_\_\_\_  
By: Ethan Funk Mayor

\_\_\_\_\_  
By:

Attest:

\_\_\_\_\_  
Melissa M. Drake

Twin Peaks

Wiesbaden

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

## GENERAL NOTES

1. PROVIDE AND INSTALL ALL MATERIAL AND EQUIPMENT AS REQUIRED BY IBC, IPC, IMC, NFPA, AND ALL OTHER LOCAL CODES AND ORDINANCES THAT APPLY.
2. LAYOUT AND INSTALL COMPLETE AND FUNCTIONAL SYSTEMS, INCLUDING TEMPORARY CUTOFF OF EXISTING UTILITIES. PERFORM ALL CUTTING, PATCHING, AND REPAIR ASSOCIATED WITH INSTALLING THE SYSTEMS.
3. VIBRATIONALLY ISOLATE ALL EQUIPMENT AND PIPING FROM THE BUILDING STRUCTURE.
4. VERIFY THAT ALL EQUIPMENT SPECIFIED IS CORRECT FOR FIELD INSTALLATION BEFORE ORDERING OR FABRICATING. PROVIDE A WRITTEN REQUEST FOR INFORMATION TO THE ENGINEER FOR A RULING ON HOW TO PROCEED IF CONDITIONS EXIST THAT WILL NOT ALLOW FOR THE INSTALLATION OF THE EQUIPMENT SPECIFIED.
5. PROVIDE AND INSTALL ALL EQUIPMENT, TRANSFORMERS, RELAYS, AND OTHER ELEMENTS NECESSARY FOR A COMPLETE OPERATING SYSTEM. COMPLETE ALL 24 VOLT CONTROL WIRING AND EQUIPMENT TO THE ABOVE. ALL LINE VOLTAGE WIRING TO THE ABOVE SHALL BE COMPLETED BY THE ELECTRICAL CONTRACTOR. REFER TO COORDINATION SCHEDULE ON ELECTRICAL DRAWINGS.
6. PROVIDE ONE UNION AT ALL VALVES OR SUITABLE MEANS OF REMOVAL WITHOUT PIPE CUTTING ON SCREWED PIPING.

**MESE**  
ENGINEERING  
15765 9th Ave Suite A  
Durango CO 81301  
970-388-1570

90% CD  
NOT FOR CONSTRUCTION

PROGRESS SET  
NOT FOR CONSTRUCTION

OURAY HOT SPRINGS

1220 MAIN STREET  
OURAY, COLORADO

JOB NO.: 2202  
DATE: 07/17/2025  
DRAWN BY: AR

ISSUE RECORD:

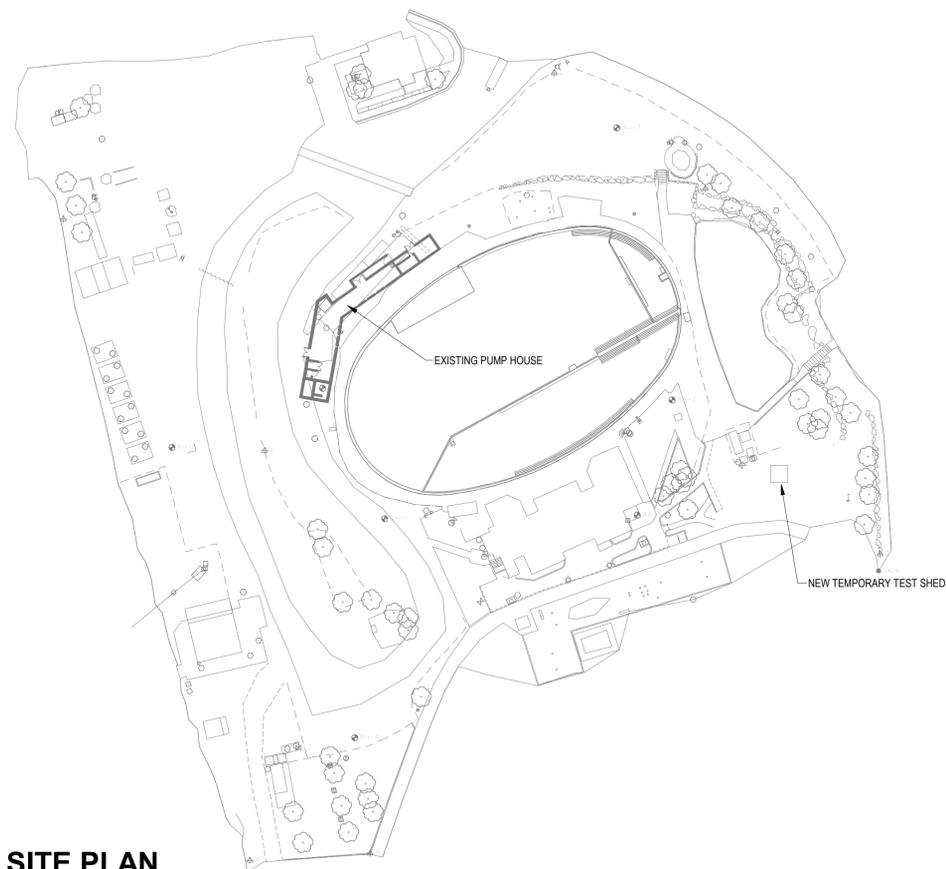
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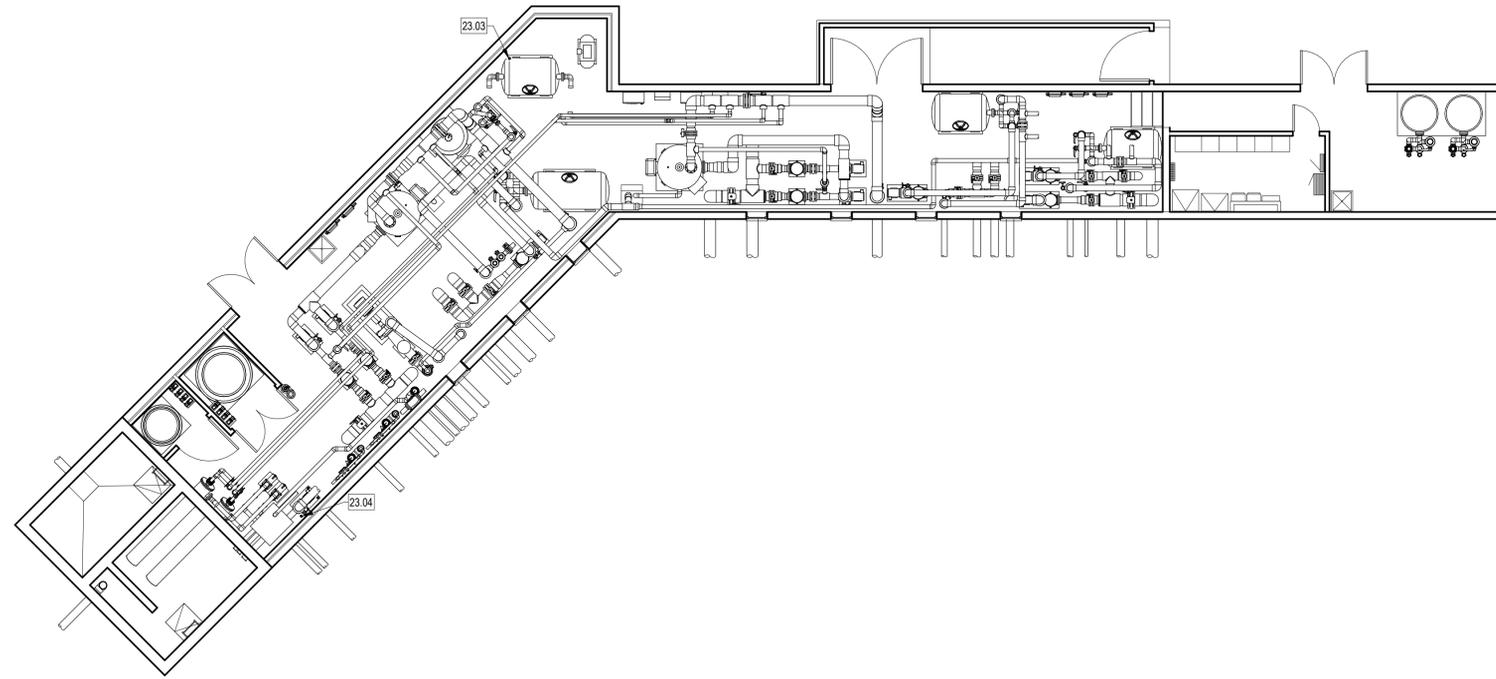
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SITE PLANS

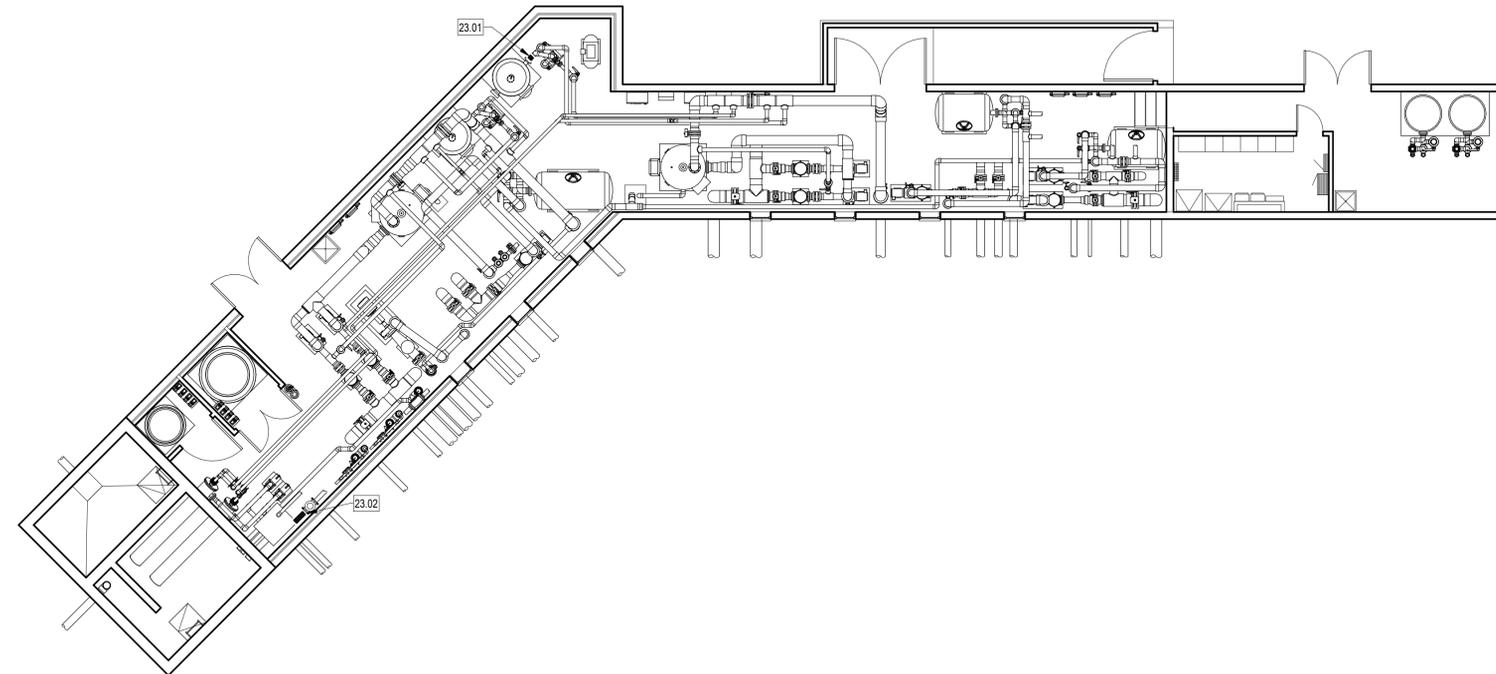


**KEYED NOTES**

23.01	REMOVE AND DISPOSE OF THE UV FILTRATION SYSTEM AND ASSOCIATED BRANCH PIPING.
23.02	REMOVE AND DISPOSE OF THE EXISTING 230-480V/3PH/5HP, IN-LINE DECK HEAT PUMP.
23.03	PROVIDE THE NEW SAND FILTER HERE. SEE THE PIPING SCHEMATIC FOR MORE INFORMATION.
23.04	PROVIDE THE NEW PUMP P802 HERE. PUMP 802 = 480V - 5.0HP 250 GPM AT 40'TDH "BELL & GOSSETT" 1532 WITH EPOXY COATED VOLUTE, S.S. IMPELLER AND VFD.



1 MECHANICAL PLAN - EXISTING PUMPHOUSE



2 MECHANICAL DEMOLITION PLAN - EXISTING PUMPHOUSE

**MESE**  
ENGINEERING  
15725 3rd Ave Suite A  
Durango CO 81301  
970-388-1570

90% CD  
NOT FOR CONSTRUCTION

PROGRESS SET  
NOT FOR CONST.

OURAY HOT SPRINGS  
1220 MAIN STREET  
OURAY, COLORADO

JOB NO.: 2202  
DATE: 07/17/2025  
DRAWN BY: DS

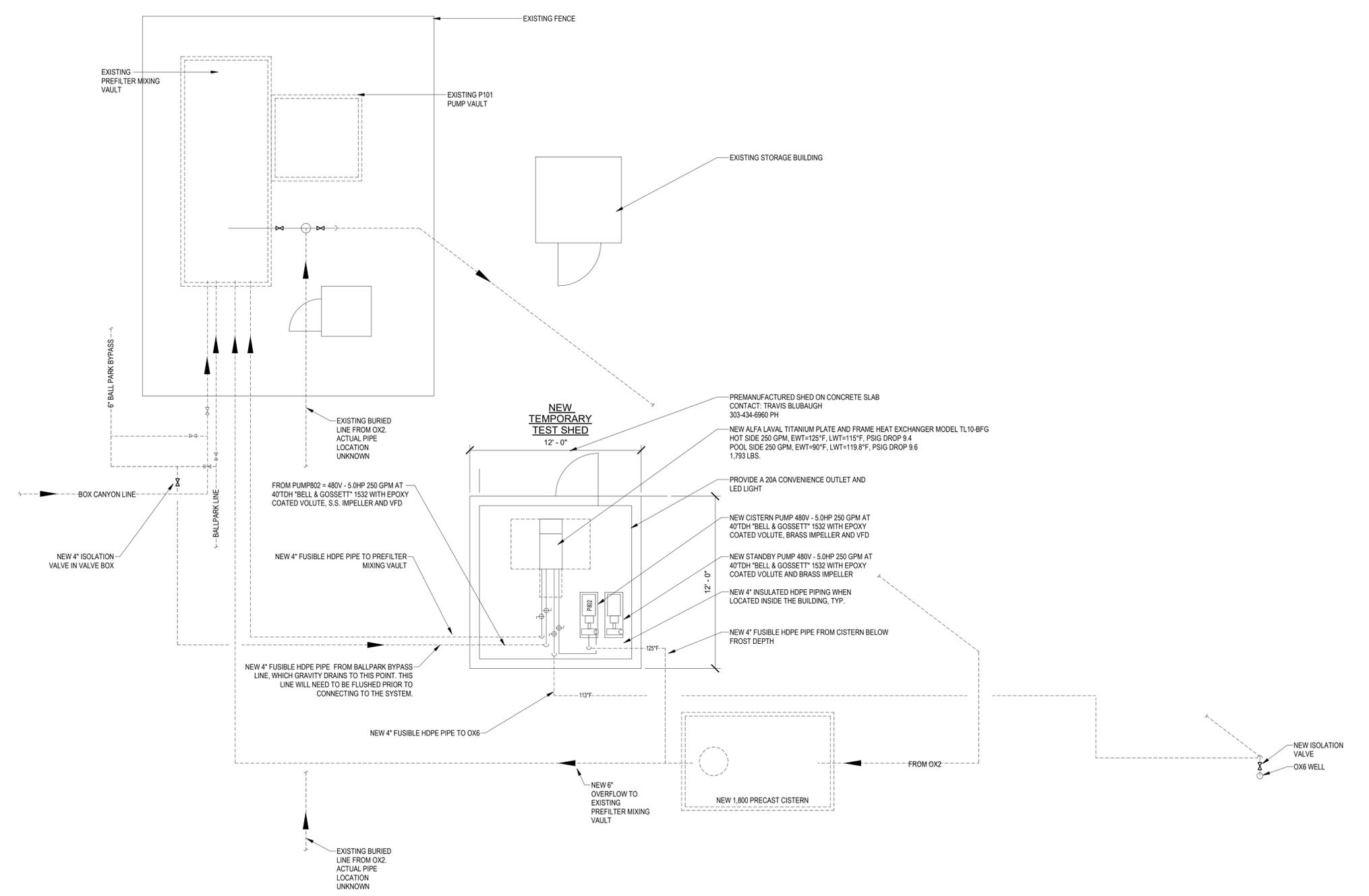
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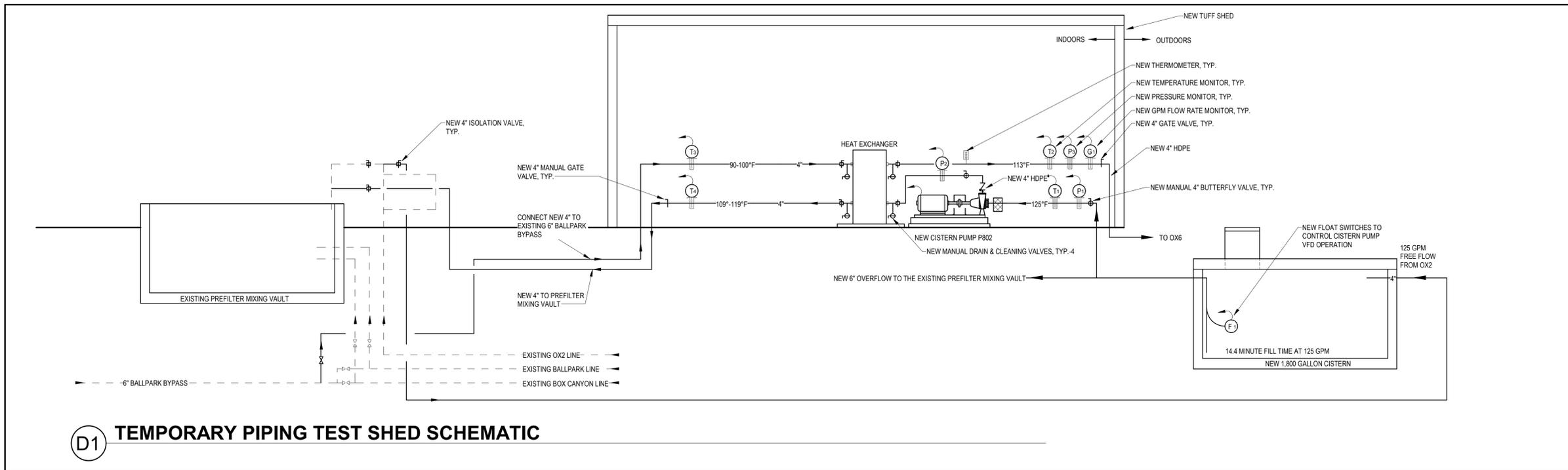
**M102**  
MECHANICAL PLAN

ISSUE RECORD:	

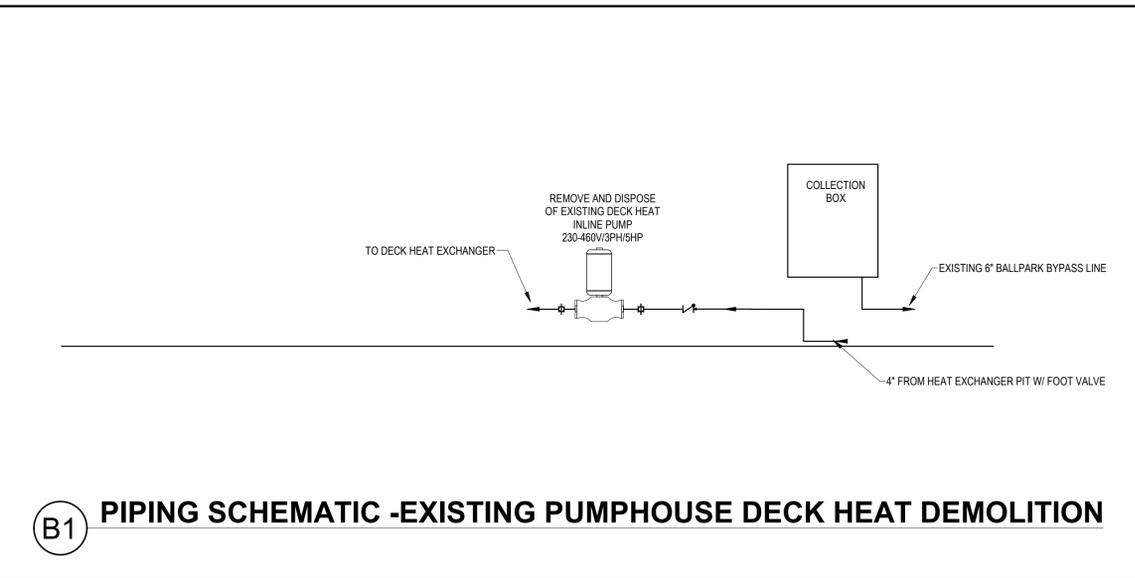
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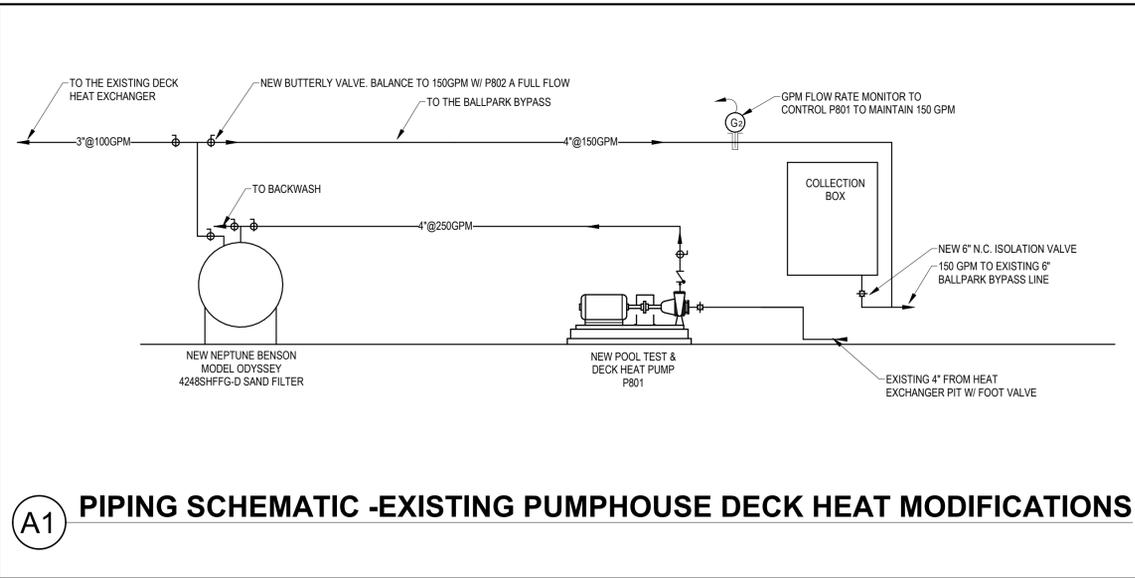
1 OX2 HEAT EXCHANGER - TEMPORARY TEST SHED PLANVIEW SCHEMATIC



**D1** TEMPORARY PIPING TEST SHED SCHEMATIC



**B1** PIPING SCHEMATIC -EXISTING PUMPHOUSE DECK HEAT DEMOLITION



**A1** PIPING SCHEMATIC -EXISTING PUMPHOUSE DECK HEAT MODIFICATIONS

**SEQUENCE OF OPERATION**

PUMP#801: PRIMARY POOL PUMP SHALL START/STOP WITH THE ACTIVATION OF THE PRIMARY CISTERN PUMP. THE ONBOARD VFD SHALL VARY THE PUMP'S FLOW RATE BASED ON AN ANALOG OUTPUT FROM THE GPM FLOWRATE OF SENSOR G2 TO MAINTAIN THE SAME FLOW RATE AS THE BOX CANYON'S INTAKE FLOW RATE. IF THE FLOW RATE FOR BOX CANYON SLOWS SO DOES THIS PUMP AND VICE VERSA.

PUMP#802: CISTERN PUMP SHALL START/STOP BASED ON THE POSITION OF THE FLOAT SWITCH (SENSOR F1). WHEN OX2 IS ACTIVELY FLOWING INTO THE CISTERN THE FLOAT SWITCH RISES AND ACTIVATES THE PUMP. THE ONBOARD VFD SHALL VARY THE PUMP'S FLOW RATE BASED ON AN ANALOG OUTPUT FROM THE FLOAT SWITCH (SENSOR F1) IN THE CISTERN.

**PUMP SCHEDULE**

END SUCTION PUMP: CLOSE COUPLED, CENTRIFUGAL PUMP WITH MECHANICAL SEAL, EPOXY COATED INTERNAL CAST IRON COMPONENTS, 6.875" IMPELLER, PROVIDE VFD. "BELL & GOSSETT" MODEL E-1832

UNIT NO.	MODEL	GPM	TDH	RPM	IMPELLER	ELECTRICAL			SERVICE
						HP	VOLTS	PHASE	
P801	3AD	250	40	VARIES	STAINLESS	5	460 V	3	CHLORINATED WATER
P802	3AD	250	40	VARIES	BRASS	5	460 V	3	HOT SPRINGS WATER



970.596.7837   
KRhoten@CityofOuray.com   
VisitOuray.com 

## VISIT OURAY / COMMUNICATIONS

### Website

- Adjusted the community development page information
- Added link to the Stage 1 Fire Restriction information
- Attended a meeting with Allyant to discuss issues with ADA for VisitOuray.com
- Added the Press Release on the CityofOuray.com pop-up

### Do Ouray Right

- Created a short term ad to play in Ouray for Do Ouray Right – Be Patient and Kind
- Created a short term ad to play in Ouray for Do Ouray Right – Slow Down and Enjoy
- Ran the Do Ouray Right booth at the Toyota Roundup opening / registration day. Talked to 170 people, handed out visitor guides, stickers, and pull-string trash bags.
- Attended the 6 Basins Project meeting for July

### Newsletters

- City Newsletter – August
- Tourism Newsletter – August

### Business Assistance/ Collaborations

- St. Elmo, we did on-boarding for the Ouray Business Partners page
- Cassidy's, we did on-boarding for the Ouray Business Partners page
- Ouray Trail Group – Their grant application for the Defender vehicle and \$30,000
- Town of Ridgway/ Ridgway Chamber – Community Calendar

### Social Media

- Scheduled and created ad campaigns for the 4th of July at \$50 for three campaigns to run July 3 – July 6.
- Helped push messaging for a water shut off for public works
- Created an ad campaign for Stage 1 Fire Restrictions for Ouray. This is a paid promotion for the Ouray area that is pushed to Instagram and Facebook.





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## VISIT OURAY / COMMUNICATIONS

### Event Calendar

- Met with Tera to go over the memo draft for our proposal
- Called the County to discuss upcoming events calendar proposal
- Finalizing the presentation for the community events calendar
- Finalizing Memo document
- Finalizing rubric for cross-analysis between the top platforms
- Scheduled to present to City Council August 4 (tonight)
- Scheduled to present to Board of County Commissioners August 5
- Scheduled to present to Town of Ridgway August 13

### Media

- Arranged hotel stays with the Beaumont and St. Elmo for hosting six writers and two Colorado Tourism Office representatives August 13th during their press trip
- Finished the Le Temps d'un Voyage FAM trip itinerary for August 23-24
- Finished the Nos Curieux Voyageurs FAM trip itinerary for August 13
- Shared photos with the [Colorado.com](http://Colorado.com) personnel to update their website with images from Ouray
- "I'm from Denver—these are the 5 Colorado leaf-peeping trips I'd book this fall" story ran on Yahoo, had an audience of 2,300,000
- "Rustle up some fun at these Western hotels and dude ranches" story ran in The Week, has an audience of 1,300,000
- Travel agency representative from Joker (United Kingdom) stayed two days in Ouray. Thank you to San Juan Potters Guild for hosting them for a private pottery lesson.

### Police Department

- Air quality post
- Attended the Ouray County LEPC meeting about getting people signed up to receive emergency SMS notifications
- Lost Dog post
- Picked up the new police badges from Scott's Printing





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## VISIT OURAY / COMMUNICATIONS

### Visitor Center

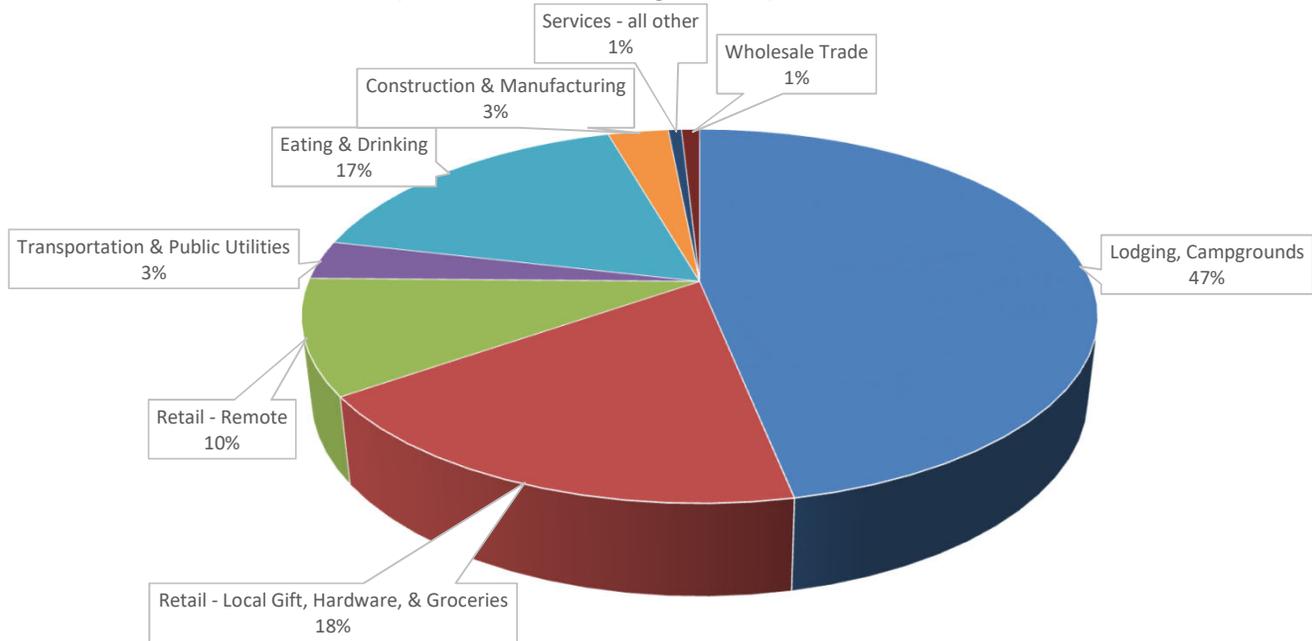
- Ordered more inventory
- Making the bank deposits
- Making change for the cash register
- Updated the volunteer hours spreadsheet
- Updated the Visitor Center tally count (July 1 – July 27 | 3,903 people)
- Continue to do mail runs for guide requests (July 1 – July 27 | 149 guides have been mailed)
- Purchased appreciation gifts for the staff and volunteers
- Conducted interviews for the Seasonal Lead CSA Position
- Staff conducted inventory
- Adjusted inventory
- Adjusted and revamped the layouts of the visitor center point of sales system
- Updated product information
- Answering inquiries that come to the [Info@visitouray.com](mailto:Info@visitouray.com) email
- Training EmmaGrace for the Lead CSA position
- Added new inventory products

### Non-Project Based Updates

- Attended the Facility Needs Assessment Work Session
- Conducted interviews for the City and Tourism Media Manager position
- Attended the Ouray County LEPC – Emergency Alerts Workgroup
- Attended the 2026 Marketing Matching Grant webinar
- Met with Liz Birdsall from the international team of the Colorado Tourism Office to discuss Ouray's international strategy
- Did multiple introductions with hotels and Rocky Mountain Holiday Tours
- Did a press release roll out for the wastewater treatment plant
- In-town shuttle stop signs and bus magnet
- Finished the 2025 end of year budget updates in Caselle
- Designed the shuttle bus signs
- Submitted the 2025 Marketing Matching Grant Interim report
- Met with directors to discuss budget needs for 2026
- Attended the Brand USA Partners update call
- Working on the 2026 Tourism Budget
- Attended the 2024 Colorado Tourism Research Results webinar



**City of Ouray**  
**May 2025 Sales Tax Revenues by Business Category**  
**(received in July 2025)**

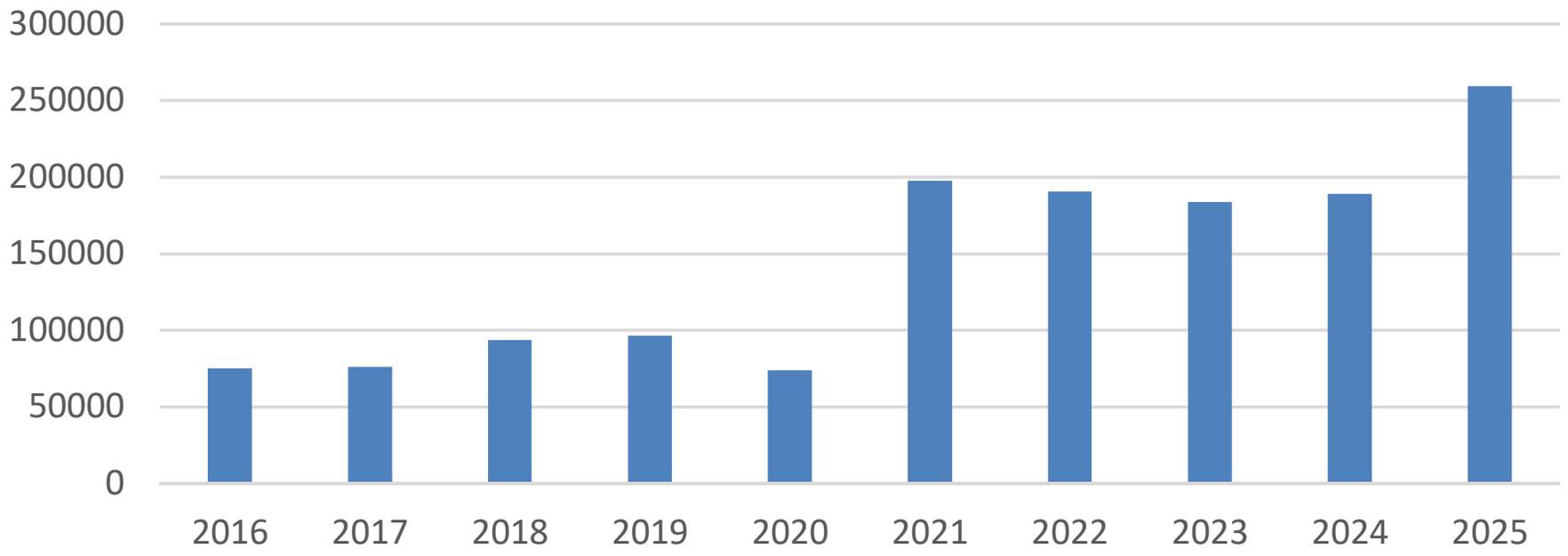


**CITY OF OURAY**  
**2025 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY**

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

2025 SALES TAX REVENUES BY BUSINESS CATEGORY							
(1) Funds received by City in: July (mostly re: May)							
Business Category	January	February	March	April	May	June	
Lodging, Campgrounds	\$ 32,707.60	\$ 61,038.62	\$ 52,880.88	\$ 47,165.36	\$ 53,355.64	\$ 39,389.08	
Retail - Local Gift, Hardware, & Groceries	\$ 27,124.53	\$ 33,924.66	\$ 29,458.68	\$ 28,756.14	25,277.20	\$ 20,566.19	
Retail - Remote	\$ 22,614.06	\$ 31,898.09	\$ 24,812.28	\$ 22,337.10	20,371.33	\$ 24,363.75	
Transportation & Public Utilities	10,901.88	13,647.55	14,514.51	13,677.96	12,126.16	10,515.25	
Eating & Drinking	18,360.30	27,751.32	28,404.66	23,271.59	23,548.03	16,249.14	
Construction & Manufacturing	7,048.89	6,716.06	4,621.87	6,097.70	7,755.39	5,042.42	
Services - all other	1,882.55	3,060.50	2,443.60	1,598.30	2,643.93	1,562.54	
Wholesale Trade	1,038.43	1,568.99	1,779.29	1,518.80	1,801.78	1,207.52	
<b>TOTAL</b>	<b>\$ 121,678.24</b>	<b>\$ 179,605.79</b>	<b>\$ 158,915.77</b>	<b>\$ 144,422.95</b>	<b>\$ 146,879.46</b>	<b>\$ 118,895.89</b>	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, Campgrounds	\$ 121,534.63						\$ 408,071.81
Retail - Local Gift, Hardware, & Groceries	\$ 47,958.17						\$ 213,065.57
Retail - Remote	\$ 25,889.20						\$ 172,285.81
Transportation & Public Utilities	8,693.28						84,076.59
Eating & Drinking	43,940.63						181,525.67
Construction & Manufacturing	7,587.41						44,869.74
Services - all other	1,662.10						14,853.52
Wholesale Trade	2,283.05						11,197.86
<b>TOTAL</b>	<b>\$ 259,548.47</b>	<b>\$ -</b>	<b>\$ 1,129,946.57</b>				

# CITY OF OURAY MAY SALES TAX REVENUE COMPARISON Over Past 10 Years



Notes: Figures represent revenue received in July  
Sales Tax increased from 3% to 4% on January 1, 2016

**CITY OF OURAY**  
**SALES TAX REVENUES BY BUSINESS CATEGORY 2016-2025**

**SALES TAX REVENUES BY BUSINESS CATEGORY**

Business Category	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Lodging, campgrnds.	\$ 22,088.15	\$ 22,027.32	\$ 30,006.03	\$ 27,510.54	\$ 17,607.03	\$ 56,492.71	61,984.11	61,513.64	67,708.64	121,534.63
Retail - Local Gift, Hardware, & Groceries				17,935.12	18,532.27	40,357.99	39,990.95	38,453.19	38,355.26	47,958.17
Retail - Remote				15,040.67	20,976.71	30,247.14	31,169.26	26,870.04	24,730.33	25,889.20
Retail - groceries, liquor, candy, hardw	12,462.30	14,214.89	15,665.67							
Retail - gift, souvenir, variety, books	5,651.87	6,027.19	8,115.13							
Trans & Pub. Util.	7,525.90	6,697.34	6,303.97	7,580.80	6,477.23	9,398.81	9,387.38	9,462.34	8,904.96	8,693.28
Eating & Drinking	16,744.77	16,685.96	21,987.83	26,140.45	7,172.66	44,326.91	35,355.48	36,557.96	38,301.50	43,940.63
Const. & Manufacturing	8,482.28	8,122.13	9,202.05	498.78	878.37	10,093.17	5,606.42	2,844.91	5,994.41	7,587.41
Services - all other	914.26	1,372.28	1,688.89	755.76	1,311.96	3,791.61	4,139.70	4,636.13	2,436.88	1,662.10
Finance, Ins. Real Estate	952.55	692.94	523.05							
Wholesale Trade	162.87	248.54	225.11	1,009.61	722.21	3,091.53	3,143.58	3,511.76	2,641.78	2,283.05
Mining		-								
All Other		-								
<b>TOTAL</b>	<b>\$ 74,984.95</b>	<b>\$ 76,088.59</b>	<b>\$ 93,717.73</b>	<b>\$ 96,471.73</b>	<b>\$ 73,678.44</b>	<b>\$ 197,799.87</b>	<b>\$ 190,776.88</b>	<b>\$ 183,849.97</b>	<b>\$ 189,073.76</b>	<b>\$ 259,548.47</b>
			\$6,323.47 out-of-period	\$2,249.39 out-of-period	\$6,821.78 out-of-period	\$4,139.96 out-of-period	\$7,883.57 out-of-period	\$1,134.00 out-of-period	(\$253.40) out-of-period	\$44,575.99 out-of-period

# Year to Date Sales Tax Comparison

Percentage Change  
from 2024

May 2024 Activity	\$	189,073.76	
May 2025 Activity	\$	259,548.47	<b>37.27%</b>
Jan-May 2024 Activity	\$	789,907.48	
Jan-May 2025 Activity	\$	828,662.54	<b>4.91%</b>

**Ouray Lodging Occ. Tax Collection Summary**

ROOMS	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	25 vs 24
<b>Month</b>												
January	5712	5826	5113	5782	6196	6245	5936	7718	7799	7339	7199	-1.91%
February	4816	5226	4509	5085	5593	4641	7189	7776	5906	6696	6280	-6.21%
March	3394	3638	3499	4763	4152	1952	7113	6782	7341	6304	5575	-11.56%
April	2236	2660	2411	3080	2857	32	4941	4172	3836	4255	4159	-2.26%
May	5047	5850	5939	7396	7894	3111	11093	10002	9580	8772	9838	12.15%
June	12015	13521	14494	14578	15026	12736	17520	16180	17520	16633	15493	-6.85%
July	19171	19960	20248	19802	19482	20444	20509	16791	20105	20061		
August	16477	16949	17344	17613	18629	16919	20798	17825	19086	19073		
September	15478	16149	16526	17743	18498	17564	13517	18930	18960	18474		
October	7937	7691	7762	7462	9407	12877	12038	12080	12945	14295		
November	2141	2113	2674	2856	3237	3864	3199	3196	3856	3902		
December	3656	3382	4226	5038	4268	5153	5237	3998	5174	5458		
<b>Total Rooms</b>	<b>98080</b>	<b>102965</b>	<b>104745</b>	<b>111198</b>	<b>115239</b>	<b>105538</b>	<b>129090</b>	<b>125450</b>	<b>132108</b>	<b>131262</b>		<b>-2.91%</b>

DOLLARS												
January	\$15,867	\$15,819	\$13,795	\$16,294	\$22,444	\$25,204	\$27,107	\$29,038	\$37,429	\$35,592	\$38,885	9.25%
February	\$12,468	\$13,908	\$12,648	\$14,021	\$19,580	\$18,464	\$28,191	\$36,284	\$30,377	\$33,782	\$34,291	1.50%
March	\$9,240	\$9,505	\$9,529	\$12,884	\$14,526	\$6,834	\$27,858	\$30,334	\$30,554	\$29,592	\$29,590	-0.01%
April	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312	\$107	\$18,324	\$18,466	\$17,063	\$18,171	\$19,437	6.97%
May	\$13,876	\$15,372	\$15,734	\$19,031	\$22,068	\$7,922	\$41,033	\$43,131	\$40,051	\$48,072	\$57,896	20.44%
June	\$31,431	\$34,498	\$36,654	\$36,236	\$62,392	\$51,634	\$100,852	\$98,839	\$110,643	\$113,602	\$112,055	-1.36%
July	\$47,884	\$49,767	\$50,344	\$49,371	\$110,244	\$114,230	\$138,864	\$133,897	\$149,839	\$164,778		
August	\$41,643	\$41,801	\$42,090	\$43,236	\$90,952	\$92,809	\$127,157	\$122,778	\$131,561	\$143,738		
September	\$40,336	\$41,704	\$41,965	\$44,480	\$79,505	\$93,050	\$98,575	\$119,099	\$129,568	\$134,598		
October	\$21,385	\$20,717	\$20,355	\$19,711	\$37,511	\$60,690	\$54,480	\$74,824	\$78,992	\$87,842		
November	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367	\$15,399	\$14,134	\$14,566	\$16,442	\$19,571		
December	\$9,571	\$9,590	\$11,882	\$13,622	\$17,593	\$24,892	\$29,038	\$23,554	\$28,904	\$31,294		
<b>Total Dollars</b>	<b>\$254,538</b>	<b>\$265,116</b>	<b>\$268,369</b>	<b>\$283,976</b>	<b>\$495,494</b>	<b>\$511,234</b>	<b>\$705,613</b>	<b>\$744,810</b>	<b>\$801,423</b>	<b>\$860,631</b>		<b>4.79%</b>

Data represents rooms and dollars for month in which lodging activity occurred.  
 LOT report and payment are due by 20th of following month.  
 "ROOMS" data includes exempt rooms.

**OURAY LODGING OCCUPANCY TRENDS**  
Based on Lodging Occupation Tax Collections

	2022				2023				2024				2025			
	Avail. Rooms	Rooms Rented	Occ.%	Exempt Rooms												
	+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins			
January	18142	7718	42.5%	0	20654	7799	37.8%	469	19899	7339	36.9%	304	20343	7199	35.4%	321
February	16580	7776	46.9%	0	17183	6022	35.0%	386	18428	6696	36.3%	357	18562	6280	33.8%	261
March	17657	6782	38.4%	7	19519	7341	37.6%	341	19081	6304	33.0%	92	20321	5575	27.4%	233
April	16620	4172	25.1%	31	18168	3836	21.1%	0	17185	4255	24.8%	47	19294	4159	21.6%	246
May	21206	10002	47.2%	57	21420	9580	44.7%	110	21773	8772	40.3%	212	22423	9838	43.9%	255
June	20577	16180	78.6%	13	21651	17520	80.9%	122	21435	16633	77.6%	212	20624	15493	75.1%	226
July	20956	16791	80.1%	432	22063	20105	91.1%	499	22226	20061	90.3%	205				
August	21613	17825	82.5%	53	22062	19086	86.5%	481	22709	19073	84.0%	213				
September	21327	18930	88.8%	47	21905	18960	86.6%	413	21753	18474	84.9%	390				
October	20398	12080	59.2%	10	20931	12945	61.8%	261	21194	14295	67.4%	305				
November	15776	3196	20.3%	260	17123	3856	22.5%	254	17890	3902	21.8%	87				
December	18107	5270	29.1%	4	18157	5174	28.5%	215	20140	5458	27.1%	41				
<b>Total</b>	<b>228959</b>	<b>126722</b>	<b>53.2%</b>	<b>914</b>	<b>240836</b>	<b>132224</b>	<b>52.9%</b>	<b>3551</b>	<b>243713</b>	<b>131262</b>	<b>52.0%</b>	<b>2465</b>	<b>121567</b>	<b>48544</b>	<b>39.5%</b>	<b>1542</b>

Data represents rooms for month in which lodging activity occurred.  
 LOT report and payment are due by 20th of following month.  
 "Rooms Rented" columns includes exempt rooms.  
 "Exempt Rooms" columns are for memo purposes only.

**2025 Lodging Occupation Tax, By Business Category**

AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	13,164	11,899	12,540	12,961	13,361	11,879							75,804
Bed and Breakfast	713	786	841	507	848	733							4,428
House, Townhouse, Condo (1)	3,614	3,301	3,499	3,336	3,570	3,572							20,892
RV Space, Unfurnished Cabin	2,573	2,324	2,573	2,490	4,588	4,440							18,988
<b>Total Rooms</b>	20,064	18,310	19,453	19,294	22,367	20,624	-	-	-	-	-	-	120,112
													Prior YTD 113,173

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	5,079	4,650	4,203	3,220	6,881	9,528							33,561
Bed and Breakfast	341	214	88	39	286	337							1,305
House, Townhouse, Condo (1)	1,076	908	660	329	1,035	2,077							6,085
RV Space, Unfurnished Cabin	513	410	431	571	1,633	3,551							7,109
<b>Total Rooms</b>	7,009	6,182	5,382	4,159	9,835	15,493	-	-	-	-	-	-	48,060
													Prior YTD 47,874

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 25,898.46	\$ 24,156.19	\$ 22,138.64	\$ 16,540.75	\$ 43,508.30	\$ 74,817.73							207,060
Bed and Breakfast	\$ 1,059.49	\$ 842.27	\$ 351.31	\$ 168.74	\$ 1,466.49	\$ 2,838.44							6,727
House, Townhouse, Condo (1)	\$ 10,332.71	\$ 7,878.04	\$ 5,296.83	\$ 1,871.77	\$ 8,897.92	\$ 24,559.46							58,837
RV Space, Unfurnished Cabin	\$ 992.57	\$ 722.29	\$ 705.42	\$ 855.68	\$ 3,993.89	\$ 9,839.46							17,109
<b>Total Dollars</b>	\$ 38,283.23	\$ 33,598.79	\$ 28,492.20	\$ 19,436.94	\$ 57,866.60	\$ 112,055.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 289,732.85
													Prior YTD 263,066.99

(1) For a property that is marketed as a stand-alone short-term rental, for which there are no hotel/motel amenities offered.  
 Data represents rooms for month in which lodging activity occurred.  
 LOT report and payment are due by 20th of following month.  
 "Rooms Rented" columns includes exempt rooms.

Excise Tax on Short Term Rentals

Activity Month	2022	2023	2024	2025	% Change from 2024	YTD % Change
January	\$ 27,661.19	\$ 37,085.48	\$ 35,761.19	\$ 39,148.42	9.5%	9.5%
February	\$ 32,883.88	\$ 27,662.57	\$ 28,192.46	\$ 28,043.85	-0.5%	5.1%
March	\$ 28,220.99	\$ 23,074.54	\$ 21,027.21	\$ 19,456.70	-7.5%	2.0%
April	\$ 7,217.41	\$ 6,674.51	\$ 7,558.36	\$ 6,915.92	-8.5%	1.1%
May	\$ 23,933.67	\$ 21,653.38	\$ 27,989.28	\$ 33,919.91	21.2%	5.8%
June	\$ 72,625.26	\$ 84,017.25	\$ 89,007.15	\$ 95,741.55	7.6%	6.5%
July	\$ 109,220.30	\$ 128,885.01	\$ 141,496.13			
August	\$ 90,863.82	\$ 99,257.44	\$ 118,757.19			
September	\$ 83,065.86	\$ 92,170.25	\$ 87,286.84			
October	\$ 41,028.93	\$ 55,796.90	\$ 49,490.66			
November	\$ 9,274.82	\$ 13,210.01	\$ 10,581.26			
December	\$ 29,333.34	\$ 29,200.58	\$ 27,874.27			
<b>Grand Total</b>	<b>\$ 555,329.47</b>	<b>\$ 618,687.92</b>	<b>\$ 645,022.01</b>	<b>\$ 223,226.35</b>		

Revenue by Fund	2022	2023	2024	2025	Cumulative
Affordable/Attainable Housing	\$ 277,664.74	\$ 309,343.96	\$ 322,511.00	\$ 111,613.18	\$ 1,021,132.87
Water Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 161,255.50	\$ 55,806.59	\$ 510,566.44
Sewer Capital Improvements	\$ 138,832.37	\$ 154,671.98	\$ 161,255.50	\$ 55,806.59	\$ 510,566.44
<b>Cumulative Total Raised</b>					<b>\$ 2,042,265.75</b>

Affordable Housing Revenue and Expenses	2022	2023	2024	2025	Cumulative
Total Raised	\$ 277,664.74	\$ 309,343.96	\$ 322,511.00	\$ 111,613.18	\$ 1,021,132.87
Total Spent	\$ (110,000.00)	\$ (67,849.69)	\$ (132,882.16)	\$ -	\$ (310,731.85)
Total Remaining	\$ 167,664.74	\$ 241,494.27	\$ 189,628.84	\$ 111,613.18	\$ 710,401.02

Check Date	Payee	Amount	Description
4/20/2022	Home Trust of Ouray County	\$ 10,000.00	2022 Operating funds
1/4/2023	Home Trust of Ouray County	\$ 100,000.00	734 4th St
2/1/2023	Home Trust of Ouray County	\$ 20,000.00	2023 Operating funds
4/26/2023	Economic & Planning Systems Inc	\$ 3,847.50	Housing needs analysis
5/24/2023	Economic & Planning Systems Inc	\$ 3,505.00	Housing needs analysis
6/7/2023	Buckhorn Engineering	\$ 3,426.25	Cascade Park Geohazard Assessment
7/5/2023	Economic & Planning Systems Inc	\$ 1,557.50	Housing needs analysis
8/2/2023	Economic & Planning Systems Inc	\$ 7,692.50	Housing needs analysis
9/6/2023	Buckhorn Engineering	\$ 6,293.75	Cascade Park Geohazard Assessment
9/27/2023	Economic & Planning Systems Inc	\$ 4,237.50	Housing needs analysis
11/1/2023	Economic & Planning Systems Inc	\$ 1,930.00	Housing needs analysis
11/29/2023	Economic & Planning Systems Inc	\$ 9,257.19	Housing needs analysis
1/23/2024	Economic & Planning Systems Inc	\$ 6,102.50	Housing needs analysis
1/23/2024	Home Trust of Ouray County	\$ 30,000.00	2024 Operating funds
4/17/2024	Ouray County Clerk & Recorder	\$ 382.16	Recording fee
8/28/2024	Economic & Planning Systems Inc	\$ 2,500.00	Housing needs analysis
9/18/2024	Home Trust of Ouray County	\$ 100,000.00	River Walk Rentals

## City of Ouray Hot Springs Pool and Fitness Center - Visitor and Revenue Trends

(Source: Point of Sale Software)

VISITORS	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	% change from 2024
January	9,287	36	9,392	8,553	8,149	4,961	5,258	6,871	7,152	7,958	11.27%
February	9,095	13	7,342	5,970	7,836	4,824	6,660	5,599	5,592	7,369	31.78%
March	10,087	58	10,468	9,118	3,638	7,697	8,621	7,148	8,426	10,250	21.65%
April	6,195	16	7,048	5,481	-	7,104	5,249	4,693	6,578	6,626	0.73%
May	12,065	2,984	13,346	11,397	-	11,580	9,549	10,602	11,201	12,418	10.87%
June	22,404	18,175	24,764	24,525	1,540	25,977	20,156	23,206	22,419	23,465	4.67%
July	36,116	37,483	35,943	36,986	6,416	30,994	26,286	32,117	32,654		
August	22,353	25,486	23,936	23,274	12,622	22,179	19,101	21,170	20,874		
September	9,258	16,065	16,397	14,833	11,946	13,612	14,652	15,634	15,208		
October	62	9,834	8,771	9,596	10,699	9,368	10,135	11,035	12,238		
November	49	7,077	7,043	6,920	4,644	6,782	5,354	6,326	6,851		
December	47	10,753	9,046	8,174	4,439	6,317	6,510	8,152	8,816		
<b>TOTAL YEAR</b>	<b>137,018</b>	<b>127,980</b>	<b>173,496</b>	<b>164,827</b>	<b>71,929</b>	<b>151,395</b>	<b>137,531</b>	<b>152,553</b>	<b>158,009</b>		

REVENUE	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	% change from 2024
January	\$ 85,983.09	\$ 2,189.00	\$ 89,885.46	\$ 95,701.53	\$ 99,306.81	\$ 66,989.85	\$ 63,150.43	\$ 96,783.56	\$ 121,260.10	\$ 140,810.60	16.12%
February	\$ 78,569.69	\$ 724.00	\$ 70,970.13	\$ 65,918.59	\$ 97,215.12	\$ 61,086.55	\$ 85,924.20	\$ 112,926.04	\$ 105,565.18	\$ 153,097.35	45.03%
March	\$ 84,745.80	\$ 1,012.00	\$ 102,232.15	\$ 108,526.39	\$ 47,810.30	\$ 106,419.45	\$ 126,759.01	\$ 120,467.93	\$ 145,888.18	\$ 190,605.89	30.65%
April	\$ 52,112.54	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	\$ -	\$ 98,819.49	\$ 152,003.71	\$ 133,097.92	\$ 119,178.58	\$ 132,369.64	11.07%
May	\$ 108,047.29	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	\$ -	\$ 162,720.12	\$ 143,279.82	\$ 208,335.74	\$ 275,871.30	\$ 253,207.30	-8.22%
June	\$ 211,853.56	\$ 166,974.02	\$ 317,542.31	\$ 311,093.17	\$ 19,273.04	\$ 352,538.72	\$ 321,377.13	\$ 469,321.85	\$ 469,363.01	\$ 534,623.93	13.90%
July	\$ 332,026.16	\$ 479,802.39	\$ 455,519.84	\$ 474,330.32	\$ 74,169.01	\$ 428,489.09	\$ 452,460.99	\$ 646,348.28	\$ 660,284.72	\$ -	
August	\$ 198,465.34	\$ 326,151.96	\$ 308,882.04	\$ 295,953.46	\$ 165,977.58	\$ 312,872.14	\$ 316,183.52	\$ 419,353.80	\$ 423,754.26	\$ -	
September	\$ 80,149.87	\$ 184,807.92	\$ 200,777.07	\$ 188,131.33	\$ 158,666.78	\$ 186,412.51	\$ 238,796.90	\$ 283,459.93	\$ 278,649.03	\$ -	
October	\$ 2,737.00	\$ 82,537.92	\$ 99,235.68	\$ 120,843.43	\$ 145,302.53	\$ 131,806.01	\$ 170,555.12	\$ 211,284.83	\$ 223,633.93	\$ -	
November	\$ 1,796.25	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	\$ 58,403.16	\$ 88,639.21	\$ 84,930.60	\$ 107,867.28	\$ 119,193.83	\$ -	
December	\$ 1,957.00	\$ 112,212.40	\$ 111,645.98	\$ 105,050.32	\$ 60,304.81	\$ 79,891.78	\$ 94,844.99	\$ 156,882.10	\$ 163,777.30	\$ -	
<b>TOTAL YEAR</b>	<b>\$ 1,238,443.59</b>	<b>\$ 1,544,555.95</b>	<b>\$ 2,070,414.67</b>	<b>\$ 2,049,787.72</b>	<b>\$ 926,429.14</b>	<b>\$ 2,076,684.92</b>	<b>\$ 2,250,266.42</b>	<b>\$ 2,966,129.26</b>	<b>\$ 3,106,419.42</b>		

**CITY OF OURAY BOX CAÑON FALLS VISITOR CENTER - VISITOR AND REVENUE TRENDS**

**VISITORS**

	2018		2019		2020		2021		2022		2023		2024		2025		Incr./Decr. Visitors	25 vs. 24 %
MAY		6048		4065				8454		7619		6044		8269		9408	1,139	13.77%
JUNE		11793		13729		9252		20138		17165		18154		21202		21475	273	1.29%
JULY		17819		20914		21473		23929		20702		25595		27765				
AUGUST		11737		13872		17086		15821		14428		16211		17802				
SEPTEMBER		8914		9903		14033		12245		13207		14331		14698				
OCTOBER		3963		5721		10540		8022		9416		9727		11019				
<b>TOTAL VISITORS</b>		<b>60,274</b>		<b>68,204</b>		<b>72,494</b>		<b>88,696</b>		<b>82,827</b>		<b>90,062</b>		<b>100,755</b>			<b>1,412</b>	

**REVENUES**

	2018		2019		2020		2021		2022		2023		2024		2025		Incr./Decr. \$	25 vs. 24 %
	Adm.	Conc.																
MAY	\$ 25,699.50	\$ 2,682.41	\$ 21,118.11	\$ 2,427.75	\$ 41,263.44	\$ 2,884.13	\$ 37,554.63	\$ 4,489.23	\$ 33,477.00	\$ 4,754.40	\$ 37,736.00	\$ 3,803.27	\$ 51,247.50	\$ 5,375.13	\$ 58,268.50	\$ 9,271.25	\$ 10,917.12	19.28%
JUNE	\$ 50,013.95	\$ 5,058.44	\$ 62,137.51	\$ 6,338.97	\$ 41,263.44	\$ 2,884.13	\$ 86,023.51	\$ 11,273.73	\$ 72,989.00	\$ 8,865.86	\$ 111,214.00	\$ 13,288.56	\$ 130,034.00	\$ 12,849.07	\$ 130,777.50	\$ 18,230.59	\$ 6,125.02	4.29%
JULY	\$ 75,561.60	\$ 7,576.29	\$ 89,005.01	\$ 8,540.88	\$ 92,936.75	\$ 5,933.87	\$ 102,023.52	\$ 12,507.75	\$ 87,714.00	\$ 10,907.87	\$ 157,280.91	\$ 16,153.30	\$ 169,685.00	\$ 10,291.93				
AUGUST	\$ 50,370.69	\$ 5,159.73	\$ 59,804.50	\$ 5,944.70	\$ 75,438.78	\$ 5,170.58	\$ 68,804.43	\$ 8,937.53	\$ 61,701.00	\$ 8,385.38	\$ 100,420.32	\$ 11,353.36	\$ 110,588.50	\$ 7,754.67				
SEPTEMBER	\$ 39,016.59	\$ 3,853.74	\$ 43,140.50	\$ 4,469.76	\$ 62,818.85	\$ 4,760.34	\$ 54,165.46	\$ 7,832.49	\$ 56,163.00	\$ 7,721.29	\$ 89,131.98	\$ 9,911.90	\$ 91,123.00	\$ 9,619.60				
OCTOBER	\$ 17,605.00	\$ 2,358.41	\$ 24,735.00	\$ 2,398.45	\$ 46,641.76	\$ 3,253.98	\$ 35,177.89	\$ 4,531.50	\$ 41,064.00	\$ 5,773.08	\$ 60,297.50	\$ 5,516.12	\$ 67,778.00	\$ 8,870.30				
<b>TOTAL \$</b>	<b>\$ 258,267.33</b>	<b>\$ 26,689.02</b>	<b>\$ 299,940.63</b>	<b>\$ 30,120.51</b>	<b>\$ 319,099.58</b>	<b>\$ 22,002.90</b>	<b>\$ 384,124.45</b>	<b>\$ 49,614.46</b>	<b>\$ 354,402.00</b>	<b>\$ 46,439.77</b>	<b>\$ 556,080.71</b>	<b>\$ 60,026.51</b>	<b>\$ 620,456.00</b>	<b>\$ 54,760.70</b>	<b>\$ 189,046.00</b>	<b>\$ 27,501.84</b>	<b>\$ 17,042.14</b>	

Admission rate increased by \$1.00 in 2018

opened May 12, 2023  
Admission rate increased by \$2.00 in 2023

## CITY OF OURAY VISITOR CENTER - REVENUE TRENDS

### REVENUES

	2022		2023			2024			2025			Incr./Decr.	25 vs. 24
	Concessions	Non-Profit	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV		
January			\$ 228.95	\$ 53.00		\$ 284.11	\$ 25.00	\$ -	\$ 149.25	\$ 95.00	\$ -	\$ (64.86)	-21%
February			\$ 150.89	\$ 85.95		\$ 438.62	\$ 36.00	\$ -	\$ 519.70	\$ 140.00	\$ -	\$ 185.08	39%
March			\$ 395.38	\$ 4.00		\$ 773.27	\$ 111.00	\$ -	\$ 764.72	\$ 95.00	\$ -	\$ (24.55)	-3%
April			\$ 403.25	\$ 2.00	\$ 50.50	\$ 713.73	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ (738.73)	-100%
May			\$ 1,098.28	\$ 611.60	\$ 126.25	\$ 2,281.10	\$ 88.00	\$ 126.25	\$ 1,362.42	\$ 150.00	\$ 75.75	\$ (907.18)	-36%
June			\$ 1,627.77	\$ 690.75	\$ 202.00	\$ 3,035.75	\$ 498.00	\$ 325.25	\$ 3,100.22	\$ 120.00	\$ 505.00	\$ (133.78)	-3%
July	\$ 910.80	\$ 215.00	\$ 2,517.75	\$ 664.60	\$ 782.75	\$ 3,369.09	\$ 277.00	\$ 252.50					
August	\$ 1,281.05	\$ 684.85	\$ 2,669.69	\$ 648.85	\$ 378.75	\$ 2,360.70	\$ 387.00	\$ 378.75					
September	\$ 1,814.71	\$ 676.95	\$ 2,834.91	\$ 698.00	\$ 75.75	\$ 3,482.57	\$ 360.00	\$ 277.75					
October	\$ 1,383.05	\$ 275.00	\$ 1,096.11	\$ 253.00	\$ 227.25	\$ 1,636.08	\$ 225.00	\$ 50.50					
November	\$ 380.36	\$ 121.00	\$ 354.94	\$ 40.00	\$ -	\$ 160.37	\$ 60.00	\$ -					
December	\$ 516.45	\$ 79.00	\$ 233.25	\$ -	\$ -	\$ 477.79	\$ -	\$ -					
<b>TOTAL \$</b>	<b>\$ 6,286.42</b>	<b>\$ 2,051.80</b>	<b>\$ 13,611.17</b>	<b>\$ 3,751.75</b>	<b>\$ 1,843.25</b>	<b>\$ 19,013.18</b>	<b>\$ 2,092.00</b>	<b>\$ 1,411.00</b>	<b>\$ 5,896.31</b>	<b>\$ 600.00</b>	<b>\$ 580.75</b>	<b>\$ (1,684.02)</b>	
		\$ 8,338.22			\$ 19,206.17			\$ 22,516.18			\$ 7,077.06		

percent of sales earning profit

75%

71%

84%

83%

## Key Dates for Council Candidates – Election 2025

No specific date	Candidate Affidavit must be filed within 10 days of becoming a candidate. § 1-45-110, C.R.S. “Candidate” is defined as any person who seeks nomination or election to a local public office that is to be voted on in this municipal election. A person is a candidate for election if the person has publicly announced an intention to seek election to public office or retention of a judicial office and thereafter has received a contribution or made an expenditure in support of the candidacy. Const. Article XXVIII 2(2).
No specific date	Candidate Committee Registration or Other Committee Registration (for City candidates) must be filed with the City Clerk <u>before</u> accepting any contributions or making any expenditures. § 1-45-108, C.R.S.
August 4	Candidate Information Sessions; 10:00 a.m. & 2:00 p.m. Ouray Community Center
August 5	First day nomination petitions may be circulated or filed with the City Clerk.
August 25	Last day to file nomination petitions with the City Clerk; 4:00 p.m. (Signed by at least 25 electors)
September 1	<ul style="list-style-type: none"> <li>• Deadline for a candidate to file a corrected or amended nomination petition to the City Clerk by 4pm</li> <li>• Deadline to file affidavit of intent to be a write-in candidate by 4pm</li> <li>• Deadline to withdraw from nomination by 4pm</li> </ul>
September 3	City Clerk will meet with all candidates at 3:00 p.m. to draw names to determine ballot order.
September 5	<ul style="list-style-type: none"> <li>• City Clerk must certify ballot content to Ouray County Clerk &amp; Recorder.</li> <li>• First Fair Campaign Practices Act (FCPA) filing deadline – reports due to the City Clerk</li> </ul>
October 7	FCPA filing deadline - reports due to the City Clerk.
October 20	FCPA filing deadline – reports due to the City Clerk.
November 4	Election Day; mail ballots accepted at drop-off ballot boxes until 7:00 p.m.
December 4	FCPA filing deadline – reports due to the City Clerk.

RECEIVED  
JUL 09 2025  
CITY OF OURAY

OK # 1008  
\$150.00

DR 8442 (12/11/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

## 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  
42-94142-0002

Name of Licensee  
Friends of the Wright Opera House

Trade Name of Establishment (DBA)  
Wright Opera House

Address of Premises (specify exact location of premises)  
472 Main Street

City	County	State	ZIP Code
Ouray	Ouray	CO	81427

Business Email Address info@thewrightoperahouse.org	Business Phone Number 970-325-4399
--	---------------------------------------

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
- ck# 1008 \$150.00 REC'D 7/17/25 MMD*

 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

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

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

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**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

**Address of Location 2:**

Address

City

County

ZIP Code

**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

**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**

Liquor license to extend in front of the premises while maintaining a 3-foot pedestrian right-of-way. Therefore, the extension would include a space of 27' wide by 9' deep. A separate sidewalk service permit has already been obtained by the organization.

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

Start (month/day/year)

NA

End (month/day/year)

NA *Nov 1, 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)**

NA

**(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

Title

Electronic signature is not accepted, physical signature is required.



Date (MM/DD/YY)

### 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.

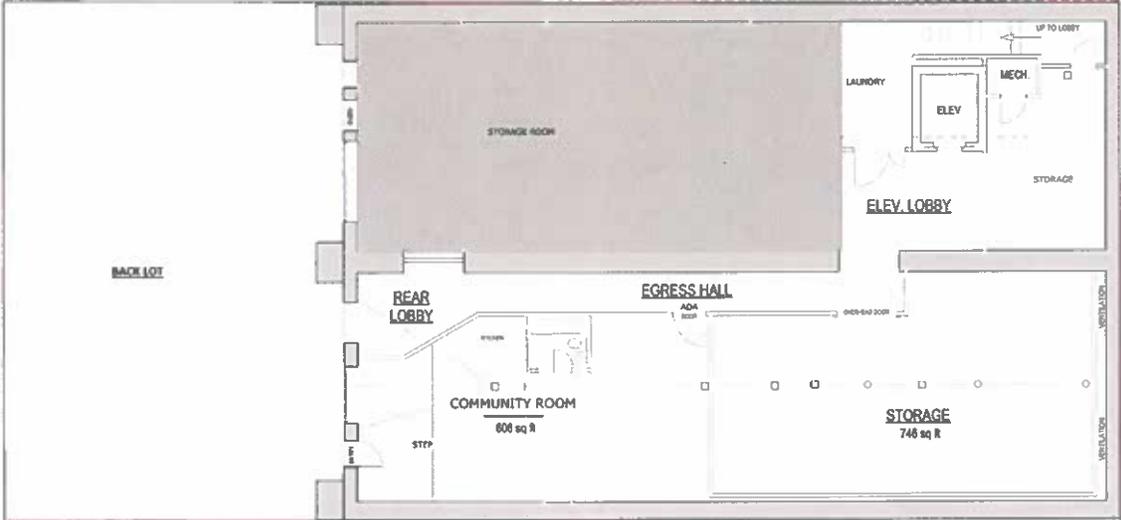
Title

Date (MM/DD/YY)

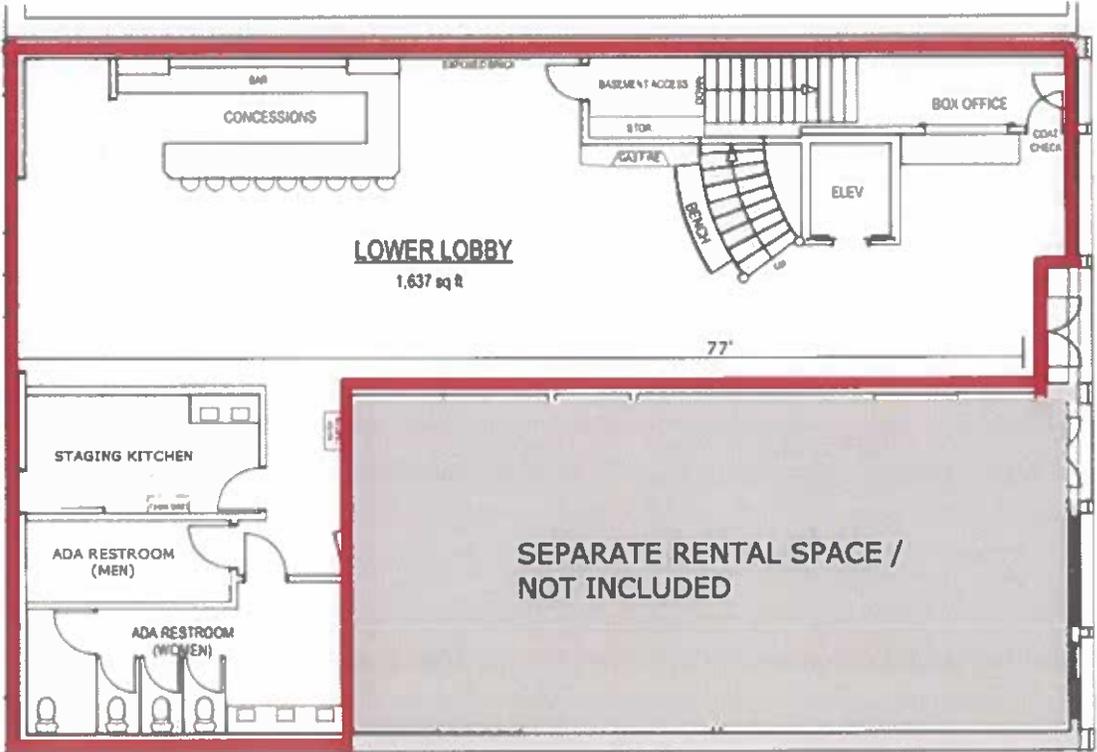
# CURRENT LICENSED PREMISES

Outlined in red

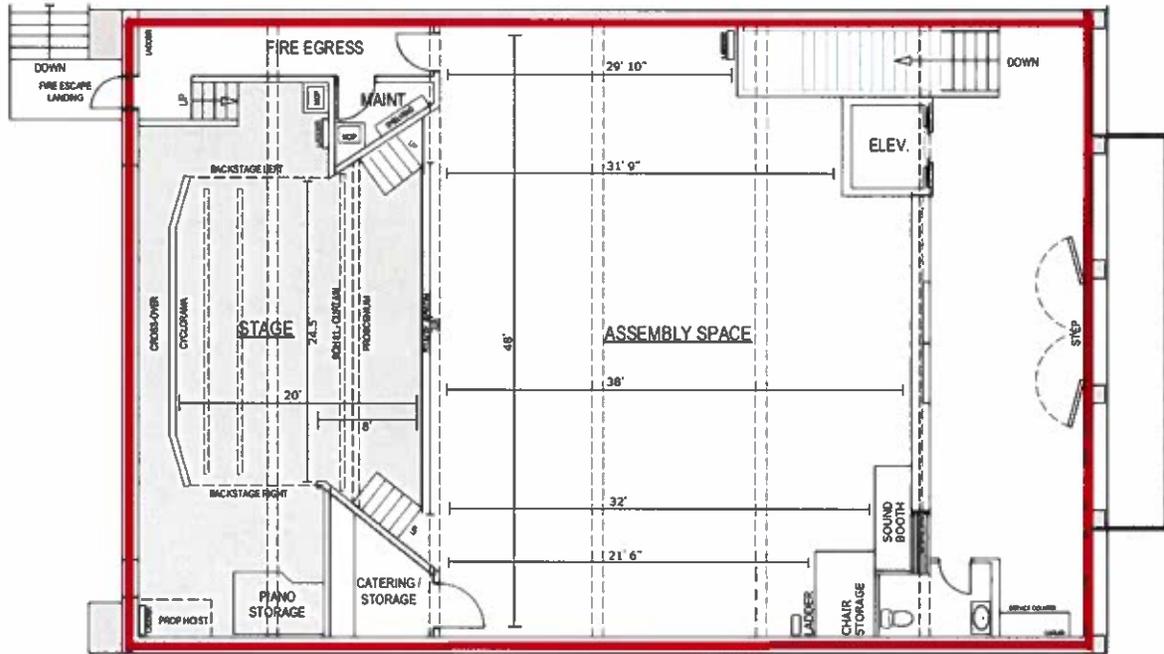
Basement/first level:



Main Street/second level:

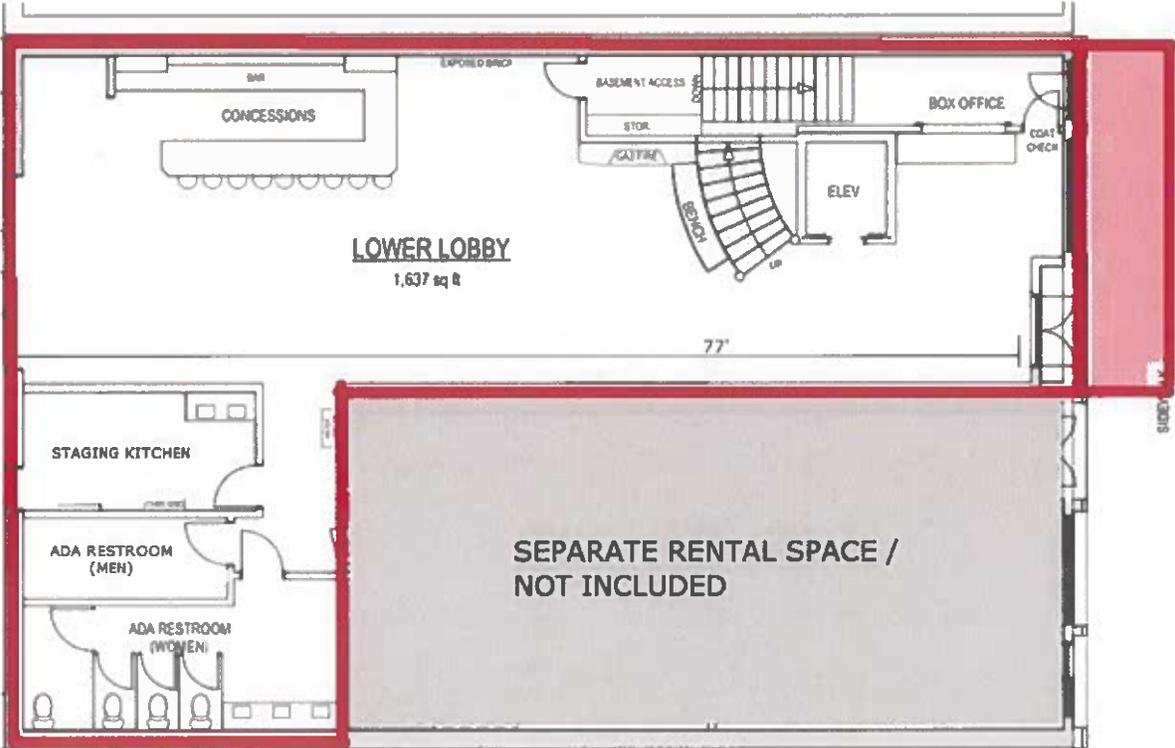


Theatre/third level:



# PROPOSED MODIFICATION

Please note that the ONLY proposed modification is on the Main Street/second level, and shaded in pink:





Kate Jones <kate@thewrightoperahouse.org>

**Fwd: Wright - Sidewalk Tables**

Heather Toth <heather@thewrightoperahouse.org>  
To: Kate Jones <kate@thewrightoperahouse.org>

Wed, Jul 9, 2025 at 1:05 PM

----- Forwarded message -----

From: **Eliza Wister** <elizawister12@gmail.com>  
Date: Fri, Jun 13, 2025 at 12:14 PM  
Subject: Fwd: Wright - Sidewalk Tables  
To: Heather Toth <heather@thewrightoperahouse.org>

Sent from my iPhone

Begin forwarded message:

**From:** Melissa Martin <mmartin@cityofouray.com>  
**Date:** June 13, 2025 at 12:12:28 PM MDT  
**To:** elizawister12@gmail.com  
**Subject:** Wright - Sidewalk Tables

Hello Eliza and Wright Team,

Please consider this email as approval to have tables/chairs out front of the Opera House, on the sidewalk, for your guests. Please note the following 2 conditions of this permit approval...

1. No alcohol can be consumed on the sidewalk/table area until proper liquor licensing is obtained from the State
2. You must leave a minimum of 3 feet ROW (Right of Way) space on the sidewalk for pedestrians and ADA compliance

ROW Sales / Encroachment Permit# 2025026 has been issued and is valid until 10/31/25.

Thank you,



[Sign-up for Monthly Digital Newsletters](#)

Melissa Martin  
Administrative Assistant

P | 970.325.5988  
E | [MMartin@cityofouray.com](mailto:MMartin@cityofouray.com)  
City of Ouray  
P.O. Box 468 | 320 6<sup>th</sup> Ave.  
Ouray, CO 81427

DR 8400 (02/16/24)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$ 750.00</b>

STATE CK# 1137 \$750.00  
 CITY CK# 1138 \$175.00  
 REC'D 7/21/25  
 MMD

RECEIVED

JUL 21 2025

CITY OF OURAY

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 License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

**Note that the Division will not accept cash.**

Paid by check

Uploaded to Movelt on Date

Paid online

Licensee Name

The Drinking Cup LLC

Doing Business As Name (DBA)

Drinking cup

Liquor License Number

03-21773

License Type

Tavern(city)

Sales Tax License Number

94552507-0001

Expiration Date

july 23,2025

Due Date

### Business Address

Street Address

701 Main Street

Phone Number

9703254014

City

Ouray

State ZIP Code

co

81427

### Mailing Address

Street Address

po box 1850

City

Ouray

State ZIP Code

Co

81427

Email

gtognx@gmail.com

Operating Manager

Date of Birth

Kathryn J Lindberg

88888888

**Home Address**

Street Address

Phone Number

470 Les Rohdes dr

5612349597

City

State ZIP Code

Ramrod Key

fl

33042

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned

\*If rented, expiration date of lease

Rented\*

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?.....  Delivery  Takeout  Both Takeout and Delivery

4. 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?.....  Yes  No

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.?.....  Yes  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)?.....  Yes  No

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.

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?.....  Yes  No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....  Yes  No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....  Yes  No

If yes, attach a detailed explanation.

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Kathryn J Lindberg

Title

Managing Member

Signature

Date (MM/DD/YY)

*Kathryn Lindberg*

7/21/25

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8400 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

OURAY LIQUORS  
PO BOX 621  
Ouray CO 81427

REC'D 7/24/25

CK# 1307 \$122.50 CITY  
CK# 1307 \$477.50 STATE

MMD

Fees Due		
Annual Renewal Application Fee		\$
Renewal Fee		477.50
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 License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

- Paid by check
- Paid Online

Uploaded to MoveIt on Date

Licensee Name

FEDEL PROVISIONS #2

Doing Business As Name (DBA)

OURAY LIQUORS

Liquor License Number

03-21897

License Type

Retail Liquor Store (city)

Sales Tax License Number

96365724

Expiration Date

10/09/2025

Due Date

08/25/2025

#### Business Address

Street Address

611 MAIN STREET

Phone Number

9702094795

City, State, ZIP Code

Ouray CO 81427

#### Mailing Address

Street Address

~~PO BOX 621~~ PO BOX 611

City, State, ZIP Code

Ouray CO 81427

Email

thomasmfelde@gmail.com

Operating Manager

THOMAS FEDEL

Date of Birth

8888888888

**Home Address**

Street Address		Phone Number
509 3rd Ave		970-209-4765
City	State	ZIP Code
Oway	CO	81427

1. Do you have legal possession of the premises at the street address?  Yes  No

Are the premises owned or rented?  Owned  Rented\*

\*If rented, expiration date of lease 08/05/2029

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?  Delivery  Takeout  Both Takeout and Delivery

4. 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?  Yes  No

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.?  Yes  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)?  Yes  No

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.

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?  Yes  No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?  Yes  No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?  Yes  No

If yes, attach a detailed explanation.

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

THOMAS M. FEDEL

Title

OWNER

Signature

*Thomas M. Fedel*

Date (MM/DD/YY)

07/24/25

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

# Tax Check Authorization, Waiver, and Request to Release Information

I, THOMAS M. FEDEL

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

FEDEL PROVISIONS #2 LLC DBA Oway Liquors

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

THOMAS FEDEL/FEDEL PROVISIONS #2 LLC DBA Oway Liquors

Social Security Number/Tax Identification Number

99-3717331

Home Phone Number

970-209-4765

Business/Work Phone Number

970-209-4765

Street Address

611 Main. St.

City

Oway

State ZIP Code

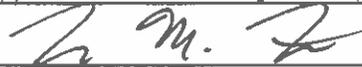
CO

81427

Printed name of person signing on behalf of the Applicant/Licensee

THOMAS FEDEL

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



7/24/25

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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## Memorandum of Understanding

This agreement is between Ouray Police Department, Ouray County Sheriff's Office, Ridgway Marshal's Office, and the Montrose and Ouray County victim services subcontractors.

### PURPOSE

To provide Ouray County with a consistent approach to victim advocacy by providing a part-time Law Enforcement advocate who will respond to the needs of domestic violence/sexual assault/death notifications and other victim-related crimes. This memorandum establishes that the Ouray Police Department, Ouray County Sheriff's Office, and the Ridgway Marshal's Department will provide crime victims' advocacy via qualified victim services subcontractors to victims of crime, referred by Ouray County Law Enforcement. Subcontractors include, Montrose County Sheriff's Office and Ouray County Sheriff's Office

### SERVICE AREA

The boundaries of the service are defined as the County of Ouray.

### RESPONSIBILITIES

Victims' Services via qualified subcontractor:

- Available to respond on scene at death notifications. Death notification services include:
  - In-person family and survivor support, written information on coping with death and grief suicide and homicide information (if needed), CVC application assistance, and follow-up support.
- Notification of Victim's Rights.
- Information on community resources including availability of victim assistance, medical and emergency services, and local resources.
- CVC application assistance
- Protection Order Assistance
- Coordination with the District Attorney's office, assuring victims are informed about the status of investigations and court cases.

Qualified Subcontractor additional agreements:

- The subcontractor will complete a timesheet with the Ouray County Sheriff's Office monthly with on-call days worked for that pay period. On-call weekly coverage is \$200 a week plus call outs @\$30hr with two (2) hour minimum.
- Provide data to the Ouray County Sheriff's Office (victim advocate) for the victims they serve in Ouray County.

### Additional Agreements:

- The Ouray County Sheriff's Office will compile and report data and a narrative to the VALE Board in July and December 2025 to ensure grant compliance.
- If the advocate is unavailable to respond to a crime when contacted by dispatch, the subcontractor Victim Services will make every effort to respond in their place.

**Law Enforcement:**

- Ouray Law Enforcement agrees to offer every Colorado VRA victim of crime access to a victim advocate. Law Enforcement will facilitate this contact by calling dispatch who will notify the victim advocate or the on-call qualified contracted victim advocate.

**LIFE OF AGREEMENT**

- This agreement shall continue until 7/31/2026. It may be terminated earlier by a 30-day written notice from any party for cause. Cause includes but is not limited to a change in state, federal, or local service definitions. The effective date is the date all parties sign this agreement.

**SIGNATURES**

These responsibilities are agreed to by the following authorized signatures.

**Ouray County Sheriff:**

Name: (print) Tammy Stroup

Title: Ouray County Undersheriff

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Ridgway Marshal:**

Name: (print) Shane Schmalz

Title: Marshal Town Of Ridgway

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**City Of Ouray**

Name: (print) Ethan Funk

Title: Mayor City Of Ouray

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT CONCERNING ELECTION SERVICES

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the Ouray County Clerk and Recorder (“Clerk”) and City of Ouray (“Public Entity / Special District”):

The Public Entity/Special District desires to conduct an Election pursuant to its statutory authority. Such Election will occur on Tuesday, November 4, 2025 (the “Election”); and

An agreement concerning the preparation, conduct and actual cost of a coordinated election is required pursuant to C.R.S. §1-7-116(1). This agreement must be signed no later than the date stated on Exhibit A, pursuant to C.R.S. §1-7-116(2).

The Clerk has agreed to perform certain coordinated election services set forth herein in consideration of the performance by the Public Entity/Special District of its obligations and payment of a fee as set forth herein.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

### I. Duties of the Clerk:

The Clerk, Cristy Lynn, or an agent of the Clerk, whose telephone number is (970) 325-4961, is the “Contact Officer” to act as the primary liaison with the Public Entity/Special District for the purposes of the Election.

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election:

#### A. Preparation for the Election

1. Provide the Public Entity/Special District with a street locator file from the statewide voter registration system (SCORE) which lists the street addresses located inside the boundaries of Public Entity/Special District.
2. Assist and inform the Public Entity/Special District on any matter that could reasonably further the efficient preparation and conduct of the Election. **The Clerk will not provide legal advice.**
3. Manage all countywide voter records and correspondence in accordance with Elections Title 1, Colorado Revised Statutes, and Election Rules of the Colorado Secretary of State and policy directives from the Colorado Secretary of State.
4. Set up the Voter Service and Polling Center (VSPC) for the preparation and conduct of the Election.
5. Certify the Election Judges and determine their compensation; provide a list of Election Judges, if requested, by the Public Entity; train Election Judges prior to the Election, including specific instruction in the secure operation of the election equipment.
6. Certify ballot content and prepare printed ballots.
7. Provide notice by publication of an election pursuant to C.R.S. §1-5-205(1.4).
8. Conduct all required tests and audits of the voting system prior to and after the Election pursuant to C.R.S. §1-7-509 and Secretary of State Election Rule 11.
9. Establish backup procedures and a backup site for the counting of votes at the Election, should the counting equipment become unavailable during the count.

- **B. Conduct of the Election**

- 1. Operate and staff the Voter Service and Polling Center (VSPC). The VSPC will be accessible to electors with disabilities.
- 2. Provide for the security and processing of all mail ballots and the verification of signatures on the ballot return envelopes.
- 3. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA).
- 4. Provide provisional ballots to electors who qualify under C.R.S. §1-8.5-101.
- 5. Provide properly trained and certified personnel for the preparation and conduct of the Election.
- 6. Official results will be made available following the Election Canvass and Risk Limiting Audit; approximately twenty-two days following Election Day.
- 7. Preserve all Election records in accordance with C.R.S. §1-7-802.
- 8. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount per state statute, or if requested and paid for by an interested party.

- **C. Election Costs**

- 1. Keep an accurate account of all Election costs including, but not limited to, supplies, printing costs, legal notices, judges labor and other expenses attributable to the Clerk's administration of the Election on behalf of the Public Entity/Special District.
- 2. Charge the Public Entity/Special District for its portion of the costs of the Election incurred by the Clerk for that Public Entity/Special District, up to and including the date of cancellation of the Election, if applicable.
- 3. Submit to the Public Entity/Special District an invoice for all expenses incurred under this agreement.
- 4. Recount costs will be charged to the Public Entity/Special District, or if more than one Entity/District is involved in the recount, the cost will be prorated among the participating Entities/Districts per C.R.S. §1-10.5-101.

- **D. TABOR Notice**

- 1. Coordinate and prepare the consolidated TABOR notice in accordance with Article X Section 20 of the Colorado Constitution and any pertinent Rules of the Colorado Secretary of State.
- 2. Charge the Public Entity/Special District for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses will be proportionally pro-rated among all Entities/Districts participating in the TABOR notice.
- 3. Mail to each household containing a voter in Ouray County the TABOR notice not less than thirty days prior to the Election pursuant to Colorado Constitution Article X, Section 20(3)(b). The Clerk must determine the lowest cost method for mailing the TABOR notice. The TABOR notice will be addressed to "All Registered Voters" at each address where one or more active registered voters of the Public Entity/Special District reside.

## II. Duties of the Public Entity/Special District

The Public Entity/Special District has designated Melissa Drake, whose phone number & E-Mail address is 970-325-7066 & mdrake@cityofouray.com as its Designated Election Official (“DEO”) pursuant to C.R.S. §1-1-104(8). The DEO must act as the primary liaison between the Public Entity/Special District and the Clerk.

If the Public Entity/Special District encompasses territory within other counties, this agreement will apply only to that portion of the Entity/District within Ouray County.

The **Public Entity/Special District** must perform the following duties in connection with the Election:

### A. Preparation for the Coordinated Election

- 1. Provide the Clerk with a copy of the ordinance or resolution stating that the Public Entity/Special District will participate in the Election in accordance with the terms and conditions of this agreement. The ordinance or resolution will authorize the presiding officer of the Entity/ District or other designated person to execute this agreement.
- 2. Post and/or publish, any legal notices required by the Colorado Municipal Election Code of 1965, §31-10-101, et seq., C.R.S., or C.R.S. Article 31 of Title 22, School District Director Election, as amended, except as otherwise provided herein.
- 3. Determine, with the advice of the Public Entity/Special District's attorney, whether a ballot issue, question or candidate is properly placed before the voters, including petition verification.
- 4. To avoid ballot space issues, the Clerk requests that each issue and question are not more than 250 words.
- 5. Obtain access to the statewide voter registration system (SCORE) to check petition signatures and addresses. The Clerk will be available to assist in this process.
- 6. Verify all addresses on the street locator list provided by the Clerk for accuracy against the special district boundaries map. Notify the Clerk of any address additions or deletions as soon as possible.
- 7. **FOR TITLE 32 SPECIAL DISTRICTS ONLY:** If the Public Entity/Special District is referring a tax (TABOR) question to the ballot that shall be presented to property owners, the Entity/District must obtain a list of property owners from the County Assessor. The list must be verified to ensure that property owners are registered Colorado voters living OUTSIDE of Ouray County. This list must then be vetted to remove property held by a trust, an LLC or is a commercial business. Any duplicate addresses must be removed from the list. After the list is completely vetted, the list must be provided to the Clerk in Microsoft Excel format. Reference: C.R.S. §32-1-806, C.R.S. §1-7-104.

### B. Ballot Content

- 1. Provide a certified copy of the ballot content as an email attachment to elections@ourayco.gov in Microsoft Word (2010 or newer) format, at the earliest possible time pursuant to C.R.S. §1-5-203(3)(a) and no later than the date shown in Exhibit A. The certified list of candidates, ballot issues and/or ballot questions must be final and the Clerk is not responsible for making any changes after the certification. A Candidate/Measure Worksheet will also be included as a separate attachment for assistance. It is not required to be used by the Public Entity/Special District.
- 2. Proofread the ballot content for printing. The Public Entity/Special District must provide a phone number and an email address for the DEO who will be available at a time specified in Exhibit A. Due to tight time constraints, the DEO must be available until final approval of ballot content has been reached.
- 3. Provide to the Clerk notice of resolution in the event that the Public Entity/Special District resolves not to participate in the Election. Within thirty days, the Entity/ District must promptly pay the Clerk any incurred costs relating to the Election, including without limitation, production and

mailing costs, incurred both before and after the Clerk's receipt of such notice. The Public Entity/Special District must provide notice by publication of the cancellation of the Election and a copy of the notice must be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Municipal Code) and, in the office of the Division of Local Government, if applicable.

### **C. Election Costs**

- 1. The Public Entity/Special District's proportional share of costs must be based on County expenditures relative to the Election and the number of electors per Entity/District.
- 2. The Public Entity confirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
- 3. Promptly pay the invoice submitted by the Clerk including any additional or unique Election costs resulting from Entity/District delays and/or special preparations for or cancellations of the Election.

### **D. TABOR Notice**

- 1. Prepare, if required, the TABOR notice for any ballot issue(s). The Public Entity/Special District will be solely responsible for its preparation, accuracy and the language contained therein, and must submit such notice, including pro and con summaries and fiscal information, to the Clerk no later than the date specified in Exhibit A per C.R.S. §1-7-904. Such notice must be provided to the Clerk in Microsoft Word format.
- 2. The DEO of the Public Entity/Special District is required to receive and summarize written comments for and against tax questions (TABOR) subject to Article X, Section 20 of the Colorado Constitution.
- 3. Format and proofread the TABOR notice content for printing. The Public Entity/Special District must provide a phone number and an email address for the DEO who will be available at a time specified in Exhibit A. Due to tight time constraints, the DEO must be available until final approval of TABOR notice content has been reached.
- 4. Include a local Election office address and telephone number listing on the TABOR notice. If the Clerk receives questions about the TABOR information provided to voters, the Clerk will refer all inquiries to Public Entity/Special District DEO.
- 5. Pay a prorated amount of the costs to produce and mail the TABOR notice. Such proration to be based upon the number of persons registered to vote within each Public Entity/Special District.

### **Additional Agreements**

- 1. In the event a court of competent jurisdiction finds the Election for the Public Entity/Special District void or otherwise fatally defective as a result of the sole breach or failure of the Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Entity/District will be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the Entity/District to the Clerk under this agreement. The Clerk will in no event be liable for any expenses, damages or losses in excess of the amounts paid under this agreement. This remedy will be the sole and exclusive remedy for the breach available to the Entity/District.
- 2. No portion of this agreement will be deemed to create a cause of action with respect to anyone not a party to this agreement, nor is this agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this agreement.
- 3. Time is of the essence. The statutory time frames or requirements of the Municipal Code, TABOR, and the Election Rules will apply to the completion of any duties or tasks required under this agreement.
- 4. Should any part of this agreement be declared invalid by a court of competent jurisdiction of the State of Colorado, such invalidation will not invalidate the remaining portions of the agreement, and they will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective upon the date first above written.

**CLERK AND RECORDER OF OURAY COUNTY, COLORADO**

Date: \_\_\_\_\_

\_\_\_\_\_  
Cristy Lynn, Clerk

**BOARD OF COMMISSIONERS OF OURAY COUNTY, COLORADO**

ATTEST:

\_\_\_\_\_  
Chair, Board of County Commissioners (print)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**PUBLIC ENTITY/SPECIAL DISTRICT:**

**City of Ouray**

\_\_\_\_\_  
Name of Public Entity/Special District

**Melissa M. Drake**

\_\_\_\_\_  
Name of DEO (print)

\_\_\_\_\_  
DEO Signature

**970-325-7066**

\_\_\_\_\_  
Title of Authorized Representative  
signing on behalf of Public Entity/Special District

\_\_\_\_\_  
Entity/District phone number

**Mayor Ethan Funk**

**mdrake@cityofouray.com**

\_\_\_\_\_  
Entity/District email

**Exhibit A**  
**2025 Ouray County Coordinated Election Deadlines Schedule**  
**Election Day: November 4, 2025**

<b>Due Date</b>	<b>Activity</b>	<b>Clerk</b>	<b>Political Sub</b>	<b>Citations &amp; Comments</b>
7/25/2025	Last day to submit in writing to Clerk, Political Subdivision's intent to participate in the election (100 days before the Coordinated Election)		X	C.R.S. §1-7-116(5) C.R.S. §1-1-106(5)
8/26/2025	Deadline to sign and submit final IGA (Intergovernmental Agreement) to the Clerk (No later than 70 days before the Coordinated Election)	X	X	C.R.S. §1-7-116(2)
9/1/2025	Labor Day - County Clerk Offices are CLOSED	X		
9/5/2025	Last day for DEO to certify the ballot content (No later than 60 days before the Coordinated Election)		X	C.R.S. §1-5-203(3)(a)
9/8/2025 - 9/12/2025	Ballot creation week	X		
9/8/2025 - 9/12/2025	Proofing Official for the Political Subdivision should be available until final approval to print ballots has been established		X	
9/16/2025	Last day to certify your jurisdiction addresses to the Clerk (The Clerk may provide a list of addresses at request of the Political Subdivision)		X	
9/19/2025	Last day for public to submit pro/con comments pertaining to local ballot issues with the DEO to be included in the Ballot Issue Notice (By noon the Friday before the 45th day before the Coordinated Election)		X	Art. X, Sect. 20(3)(b)(v) C.R.S. §1-7-901(4) C.R.S. §1-7-903(3) C.R.S. §1.1.106(5)
9/20/2025	UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) Last day to transmit ballots and ballot materials to UOCAVA (No later than 45 days before the Election)	X		C.R.S. §1-8.3-110(1) Rule 16
9/22/2025	Post notice of LAT	X		
9/22/2025	DEO to deliver the full text of their Ballot Issue Notice (TABOR) to the Clerk no later than 4:30 p.m. (No later than 43 days before the Coordinated Election)		X	C.R.S. §1-7-904
9/22/2025 - 9/25/2025	Taxpayer Bill of Rights, Article X, Section 20 of the Colorado Constitution. TABOR Notice Contact person should remain available until final print of TABOR is established	X	X	
9/29/2025	Pick-up LAT packet (if participating) between 1:30 p.m. and 4:00 p.m. (or sign form forgoing participation in LAT)		X	

**Exhibit A**  
**2025 Ouray County Coordinated Election Deadlines Schedule**  
**Election Day: November 4, 2025**

<b>Due Date</b>	<b>Activity</b>	<b>Clerk</b>	<b>Political Sub</b>	<b>Citations &amp; Comments</b>
9/30/2025	LAT 10:00 a.m. (Bring completed packet. See attachment of "DEO LAT Participation" for more information)	<b>X</b>	<b>X</b>	
10/1/2025	Last day for the Political Subdivision to provide Property Owner List to the Clerk. (Only for Political Subdivisions certifying a TABOR question that requires property owner ballots)		<b>X</b>	
10/3/2025	The Political Subdivision shall notify the Clerk of any exceptions or cancelations.		<b>X</b>	
10/3/2025	Last day to mail the TABOR Notice (At least 30 days before a ballot issue election)	<b>X</b>		Article X Section 20(3)(b) C.R.S. §1-1-106(5)
10/10/2025	The Political Subdivision may, by resolution, withdraw one or more ballot issues or questions from the ballot (No later than 25 days before the Coordinated Election)		<b>X</b>	
10/13/2025 - 10/16/2025	Clerk will mail ballots to all active, eligible voters (Not sooner than 22 days and no later than 18 days before the Coordinated Election)	<b>X</b>		C.R.S. §1-7.5-107(3)(a) Rule 7.2.3
10/15/2025	Last day for the Notice of Election to be published in the local paper (No later than 20 days before the Coordinated Election)	<b>X</b>		C.R.S. §1-1-104(34) C.R.S. §1-5-205(1)
10/27/2025 - 11/4/2025	Voting Service and Polling Center (VSPC) opens 9:00 a.m. to 5:00 p.m. M-F at the Ouray County Courthouse	<b>X</b>		1-5-102.9(2) Rule 7.8.1
10/27/2025	Last day for an individual to submit a voter registration application and still receive a ballot in the mail for the 2025 Coordinated Election. (Through the 8th day prior to the Coordinated Election)	<b>X</b>		C.R.S. §1-2-201(3)(b)(III) C.R.S. §1-2-201(4) C.R.S. §1-2-508(3)(a)(I)
11/1/2025 (Saturday)	To serve voters, The Ouray County Courthouse VSPC will be open from 8:00 a.m. to 12:00 p.m.	<b>X</b>		
11/4/2025	Coordinated Election Day - Polls open from 7:00 a.m. to 7:00 p.m. at the Ouray County Courthouse VSPC	<b>X</b>		1-1-104(17) 1-4-201 Rule 7.8.1
11/12/2025	Last day for ballots cast by military and overseas electors to be received by the Clerk in order to be counted (No later than the 8th day after Election Day)	<b>X</b>		C.R.S. § 1-8.3-113(2) Rule 16.2.1

**Exhibit A**  
**2025 Ouray County Coordinated Election Deadlines Schedule**  
**Election Day: November 4, 2025**

Due Date	Activity	Clerk	Political Sub	Citations & Comments
11/12/2025	Last day for elector to cure signature discrepancy or missing signature, or to provide missing ID (By 11:59 p.m. MT 8 days after Election Day)	<b>X</b>		C.R.S. § 1-7.5-107(3.5)(d) C.R.S. § 1-7.5-107.3(2)(a) C.R.S. §1-8.5-105(3)(a) Rule 7.5 Rule 7.6.5
11/25/2025	Last day for Canvass of Election (No later than the 22nd day after the Election)	<b>X</b>	<b>X</b>	C.R.S. § 1-10-102(1) C.R.S. § 1-10-103(1) Rule 10
ASAP - Post Election	The Clerk will send an invoice to the Political Subdivision as soon as possible after the Canvass of Election	<b>X</b>		
30 Days after Invoice received	The Political Subdivision has 30 days to pay their invoice for the 2025 Coordinated Election		<b>X</b>	

**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 4th day of August 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)



## Parks and Recreation Fee Schedule

Huckstering permit	Local	Non Local	Non Profit
Without Buisness Registration	\$15 / Day	\$15 / Day	\$0
With Buisness Registration	\$0 / Day	\$15 / Day	\$0

### Community Center

Description of Fee / License / Permit	Registered Local Non-Profit			Resident (Individual)			Non Resident (Individual)			Additional Notes / Details
	Low Impact (1-100 People)	Moderate Impact (101-199 People)	High Impact (200-280 People)	Low Impact (1-100 People)	Moderate Impact (101-199 People)	High Impact (200-280 People)	Low Impact (1-100 People)	Moderate Impact (101-199 People)	High Impact (200-280 People)	
<b>Massard room</b>	\$75.00	\$100.00	\$150.00	\$200.00	\$250.00	\$320.00	\$400.00	\$500.00	\$600.00	Low Impact is defined as 1-100; Moderate is defined as 101-199; High Imapact is defined as 200-280/ tickets sold without a capacity called out
Add Massard Kitchen	\$50.00	\$75.00	\$75.00	\$50.00	\$75.00	\$100.00	\$50.00	\$75.00	\$100.00	
Add seating set up/ breakdown	\$40/hr	\$40/hr	\$40/hr	\$40/hr	\$40/hr	\$40/hr	\$40/hr	\$40/hr	\$40/hr	Provide Tabels and Chairs. If not selected our tables and chars will be left out according to the selected needs, but not set up.
Add AV support/ Day	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	Add the AV needs specificaly into the application and require trouble shooting prior. The applicant will meet with IT 1 buisness day prior to the event.
additional day	\$75.00	\$100.00	\$150.00	\$75.00	\$100.00	\$150.00	\$175.00	\$200.00	\$225.00	
<b>San Juan room</b>	\$75.00	\$100.00		\$150.00	\$200.00		\$260.00	\$300.00		Make it clear there are basic kitchen amenities available
Add San Juan Kitchen	\$10.00	\$10.00		\$10.00	\$10.00		\$10.00	\$10.00		
Add Massard Kitchen	\$200.00	\$200.00		\$200.00	\$200.00		\$200.00	\$200.00		Only available with San Juan rental
Add seating set up/ breakdown	\$40/hr	\$40/hr		\$40/hr	\$40/hr		\$40/hr	\$40/hr		Provide Tabels and Chairs
Add AV support	\$80.00	\$80.00		\$80.00	\$80.00		\$80.00	\$80.00		Add the AV needs specificaly into the application and require trouble shooting prior. 1 buisness day prior. Includes Power strips, audio/ microphone, and tv use
additional day	\$50.00	\$75.00		\$75.00	\$100.00		\$100.00	\$125.00		
<b>Entire Community center</b>			\$250.00			\$500.00			\$800.00	Does not include council chabers. These are not rentable.
Add Massard Kitchen			\$100.00			\$100.00			\$125.00	
Add seating set up/ breakdown			\$40/hr			\$40/hr			\$40/hr	Provide Tabels and Chairs
Add AV support/ Day			\$80.00			\$80.00			\$80.00	Add the AV needs specificaly into the application and require trouble shooting prior. 1 buisness day prior.
additional day			\$200.00			\$300.00			\$400.00	
<b>Massard Commercial Kitchen Only</b>	\$100.00			\$125.00			\$400.00			

Fellin Park										
Description of Fee / License / Permit	Registered Local Non-Profit			Resident / Local Commercial			Non Resident / Commercial			Additional Notes / Details
	Low Impact	Moderate Impact	High Impact	Low Impact	Moderate Impact	High Impact	Low Impact	Moderate Impact	High Impact	
<b>Entire Park</b>			\$300/ Day or \$75 / Hr			\$400/ Day or \$100/ hour			\$1000/ day	Day is defined as 6am to 11pm. Resident is defined by a government issued identification card certifying a Ouray zip code.
<i>add power</i>			\$50.00			\$50.00			\$50.00	
<i>Tent Fee</i>			\$50.00			\$50.00			\$50.00	
<b>Western park Space</b>		\$75/ 4 hours	\$100/ 4 hours		\$100/ 4 hours	\$125/ 4 hours		\$200/ 4 hours	\$400/ 4 hours	Additional Security deposit Includes Gazebo, Picnic area, horse shoe pit and the turf space in between. See park map for details.
<i>add water</i>		\$20.00	\$20.00		\$20.00	\$20.00		\$20.00	\$20.00	
<i>add power</i>		\$50.00	\$75.00		\$50.00	\$75.00		\$50.00	\$75.00	
<i>Tent fee</i>		\$50.00	\$50.00		\$50.00	\$50.00		\$50.00	\$50.00	
<b>Playground Shelter</b>	\$35/ 4 hours	\$50/ 4 hours		\$50 / 4 hours	\$75 / 4 hours		\$100 / 4 hours	\$150/ 4 hours		Shelter only
<b>Picnic site</b>	\$35/ 4 hours	\$50/ 4 hours	\$75/ 4 hours	\$50 / 4 hours	\$75 / 4 hours	\$100/ 4 hours	\$100 / 4 hours	\$150/ 4 hours	\$250 / 4 hours	
<i>add Water</i>	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	Ask applicant to provide total amprage and anticipated appliances
<i>add power</i>	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	
<b>Gazebo</b>	\$35/ 4 hours	\$50/ 4 hours		\$60 / 4 hours	\$75 / 4 hours		\$100/ 4 hours	\$125/ 4 hours		
<i>add power</i>	\$30.00	\$30.00		\$30.00	\$30.00		\$30.00	\$30.00		
<b>Rotary Park</b>										
Ice rink picnic area	\$35/ 4 hours	\$50/ 4 hours		\$50 / 4 hours	\$75 / 4 hours		\$100 / 4 hours	\$150/ 4 hours		
Rotary loop picnic area	\$35/ 4 hours	\$50/ 4 hours	\$75/ 4 hours	\$50 / 4 hours	\$75 / 4 hours	\$100/ 4 hours	\$100 / 4 hours	\$150/ 4 hours	\$250 / 4 hours	



Western Park  
Rental

**CITY OF OURAY**  
**Professional Service Agreement**

THIS AGREEMENT is entered into on August 4, 2025, by and between:

The **CITY OF OURAY**, a Colorado home rule municipal corporation (the City);  
and,

**DUFFY GROUP, INC.**, an Arizona corporation registered to do business in Colorado with its principal place of business being 4727 E Union Hills Dr, Ste 200, Phoenix, AZ 85050 (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 scope of Contractor's services during the Consulting Period shall include, but is not necessarily limited to, employee recruitment services as set forth under the Scope of Services attached as **Exhibit A**.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and will continue until either party terminates the agreement at any time on or before December 31, 2025, unless extended in writing by mutual agreement.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor a sum of **\$150.00 per hour**.
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed monthly invoice to the City describing the professional services rendered on the 1<sup>st</sup> of each month for the previous month's services. The invoice shall document the hours spent on the project, identifying by work category and subcategory the work performed for the period, and the hours worked by the Contractor.
5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes them 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 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 money paid pursuant to this agreement.

7. 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.*
8. 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 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.
9. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
10. 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.
11. 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.
12. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the

contract warrants that they have authority to bind the City or Contractor.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

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

\_\_\_\_\_  
Ethan Funk, Mayor

Attest:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

CONTRACTOR:

\_\_\_\_\_

Exhibit A to PSA dated August 4, 2025



RECRUITMENT REDEFINED.

## Unearthing Hidden Talent

A Smarter Way to Find the Best Candidates

### City of Ouray

# Employment Recruitment Services RFP Response July 10, 2025

(602) 861-5840 | [DuffyGroup.com](https://DuffyGroup.com)

4727 E. Union Hills Drive, Suite 200 • Phoenix, AZ 85050

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## Let's Partner

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Duffy Group, Inc.  
4727 E. Union Hills Dr., Ste. 200  
Phoenix, AZ 85050

Dear Michelle Metteer,

Thank you for the opportunity to introduce Duffy Group. We are leading an industry-wide shift in executive recruitment through our proprietary Duffy Recruitment Research™ model. It's a smarter and more cost-effective alternative to traditional recruitment models that lack our same depth of insights and matchmaking precision. Our clients can't imagine building their teams in any other way.

Here's a look at what you can expect from a strategic partnership:

- **Industry Expertise:** Our practice leaders and recruiters have extensive knowledge and experience in public sector recruiting. They understand industry requirements, trends and challenges that enable them to identify top performers, especially with hard-to-fill positions.
- **Creative Sourcing & Rigorous Research:** Strategic sourcing and in-depth research guarantee we exclusively present engaged candidates to our clients. We employ rigorous screening techniques, leading to over 80% of our candidates' securing interviews with clients.
- **Access to Passive Talent:** We actively pursue passive candidates — those not actively seeking new opportunities — to uncover talent that traditional recruiting models might miss.
- **Proven Track Record** — We have a strong reputation for delivering successful recruitment outcomes, with 80% of our clients coming from referrals and recommendations.

A strategic partnership brings many advantages. I am confident we can yield positive results and long-term success.

Sincerely,



Kathleen Duffy  
President & CEO



Melissa Barker  
VP Practice Development - Proposal Contact  
[mbarker@duffygroup.com](mailto:mbarker@duffygroup.com)  
623-652-8637

### **Pioneers of Recruitment Research**

In an industry dominated by contingent and retained search, Duffy Group pioneered a new model — informed search — built upon its proprietary Duffy Recruitment Research™ method. The insights-driven process enables organizations to uncover passive talent using a flexible hourly rate.

Kathleen Duffy founded Duffy Group in 1991 to help companies find the right talent, and to help people find joy in their work. From humble beginnings as a one-woman operation in Phoenix, Duffy Group has grown into one of the country’s most respected and effective executive search firms. The team now assists organizations nationwide and internationally across more than a dozen specialized industries.

### **Proposal Narrative**

Duffy Group is an executive recruitment firm with special expertise in identifying “passive” talent. Duffy Group is a certified woman-owned business that has redefined traditional recruitment to offer our clients a customized approach to search for key roles, whether at the executive or middle management levels.

Our deep and long-lasting recruiting experience, spanning over 30 years, includes individual contributor roles to the C-Suite. Melissa Barker, VP Practice Development, would be the city's primary contact to recruit, interview, and negotiate with the final candidate(s).

The engine behind our VP Practice Development is a team of well-trained, passionate recruiters familiar with public sector recruiting who conduct research and initial candidate outreach. Our Recruiters know how to locate candidates in new, unusual, and non-traditional places. They provide the insulation and confidentiality needed to reduce the number of unqualified or unsolicited inquiries to our clients. Their expertise enables them to establish relationships with candidates quickly and extract accurate information, ensuring the focus of the search is on the most qualified candidates.

Duffy Group has demonstrated an ability to make successful hires. Our metrics-driven organization tracks retention rates with a follow-up to placed candidates and clients.

## Qualifications and Experience

### Experts at Finding the Needle

Duffy Group, Inc. is located in Phoenix Arizona.

Our Government Sector practice group is led by Melissa Barker, a specialized leader with deep industry expertise, ensuring the right candidate-client match and high satisfaction levels. We meld into our clients' teams and become an integral part of the internal process. Candidates don't realize they are interacting with a third party, enabling us to match them not only on skills but also on alignment with company values and culture — the unique “sizzle” that defines each organization.

Melissa's team has a demonstrated ability to guide successful hires. Examples of relevant searches in the Government sector include (but are not limited to):

Company	Position
Arizona Corporation Commission	Securities Attorney
City of Cottonwood, AZ	City Manager
City of Flagstaff, AZ	City Manager
City of Flagstaff, AZ	City Prosecutor
City of Flagstaff, AZ	Deputy City Manager
City of Flagstaff, AZ	Purchasing Manager
City of Flagstaff, AZ	City Engineer
City of Fountain, CO	Senior Planner
City of Fountain, CO	Assistant City Attorney
City of Fountain, CO	City Attorney
City of Fountain, CO	Planning Technician
City of Fountain, CO	Technology Services Director
City of Gunnison, CO	Procurement, Contracts, & Grants Manager
City of Gunnison, CO	Utilities Manager
City of Gunnison, CO	Construction Project Manager
City of Gunnison, CO	Chief Building Officer
City of Littleton, CO	Public Works Director
City of Littleton, CO	Director of Community Development
City of Littleton, CO	Finance Director
City of Marina, CA	City Engineer
City of Page, AZ	City Manager
City of Page, AZ	Planning & Zoning Director
City of Page, AZ	Assistant City Attorney
City of Prescott, AZ	City Engineer
City of Prescott, AZ	Community Development Director
City of Prescott, AZ	Utilities Director
City of Sedona, AZ	City Manager
City of Sedona, AZ	Chief Building Official
City of Sedona, AZ	Finance Director

<b>Company</b>	<b>Position</b>
City of Tempe, AZ	City Clerk
Contra Costa County, CA	Deputy Director Managed Care, Controller
Contra Costa County, CA	Deputy Director of Health Services, Controller
Contra Costa County, CA	Director of Facilities and Planning
Contra Costa County, CA	CEO, Health Plan
Maricopa County, AZ	Animal Care & Control Director
Port of Hood River, OR	CFO
Port of Hood River, OR	Development & Property Manager
Santa Clara County, CA	IT Manager
Santa Clara County, CA	Chief Compliance Officer
Santa Clara County, CA	CFO
Santa Clara County, CA	Chief Medical Officer
Santa Clara County, CA	Accounting Manager
Santa Clara County, CA	Medical Director
Santa Clara County, CA	Quality Improvement Manager
Town of Carefree, AZ	City Engineer
Town of Paradise Valley, AZ	Town Manager
Town of Paradise Valley, AZ	HR Director
Town of Paradise Valley, AZ	City Engineer
Town of Paradise Valley, AZ	Victim Advocate
Town of Payson, AZ	Chief Building Official
Town of Telluride, CO	Historic Preservation & Planning Director
Town of Telluride, CO	Senior Historic Preservation Planner
Town of Wickenburg, AZ	Town Manager
Town of Vail, CO	Public Works Director
Town of Vail, CO	Parks and Streets Superintendent

## Recruitment Plan and Process

### Discover Duffy Recruitment Research™

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*An Informed Search Model for the Best Talent*

At Duffy Group, we are redefining how organizations build teams. Our national network of recruiters uncovers passive talent typically overlooked by standard search models. We gather vital insights to create high-quality, long-term talent pipelines that support organizations' hiring needs for today and tomorrow.

Our secret? Duffy Recruitment Research™.

## Scope of Work

---

### Duffy Group Methodology

Duffy Group will create a customized recruiting strategy to address the multiple steps associated with this critical search. We partner with our clients every step of the way. Our clients can choose among a set of services best for their organization. We customize the process and believe a more targeted approach will result in the strongest slate of candidates, save countless time and money, and offer the best results.

Our process will include:

**Intake/Strategy Meeting:** We will meet with the hiring manager virtually or in person to learn their priorities for each role. During the intake, we ask any questions that need clarification. We will gather the city's selling points from them – uncovering why someone would want to work for and relocate to City of Ouray.

**Draft Position Specification and Brochure:** We will finalize the position specification and brochure on behalf of the city and send for final approval.

**Identification of Prospective Candidates:** To find a diverse set of candidates best suited for the position, we will use various resources, drawing upon our internal research capabilities, online resources, and phone calls. We will source passive candidates through our research finding like-to-like communities. We will post the position in industry publications. We will vet all candidates the same regardless of how they come to us.

**Candidate Outreach:** Duffy Group will contact the candidates identified to tell your unique story. We personalize our calls by leveraging our expert recruiting team's ability to connect with people. As we connect with candidates, we will do the preliminary vetting necessary to scout those individuals who are best aligned with your culture. We will also be speaking with candidates to obtain market intelligence that you will own and can use for future searches.

**Candidate Screening:** Duffy Group will use the criteria outlined during the Intake process to screen the candidates to ensure they meet the minimum qualifications. During this screen, Duffy Group will obtain their interest level for the role and ensure they clearly understand the position. These in-depth interviews will be conducted via video to determine the candidate's presence.

**Introduction of Candidates or Slate of Candidates:** Duffy Group will submit either a slate of candidates or candidates in real time, including detailed candidate profiles and resumes. As we progress, we will keep candidates informed and connected to ensure candidates do not lose interest in the opportunity. This presentation can also be conducted in-person.

**Status Reporting:** Communication is critical to the success of any search. At Duffy Group, we are transparent about the work conducted. A weekly status report will be sent to the stakeholders to share the progress of the search. The objective is to stay in close contact with the HR Director to refine the process and take action as needed. These reports will include hours worked on the search to date, highlight each stage of the process, and provide details on the candidates.

**Interview process, offer:** As part of the recruitment process for this important role, Duffy Group will be by your team's side as long as they would like us there. We can prepare interview questions for the interview process, sit in on the interviews, run background checks, conduct reference checks and social media scrubs, help present offers, negotiate offers, and offer best practice suggestions regarding the process itself. We act as an extension of your team and will provide all of these services, some of these services, or turn this part of the process over to your internal team as bandwidth allows.

**Expectations of the City:** Searches can only be successful with a strong partnership and commitment to the process on both ends. Duffy Group will calibrate with your team regularly, resulting in an improved candidate pool. The HR Director should review the weekly status report and let Duffy Group know of any concerns as soon as possible to ensure adjustments get handled quickly.

## Timeline

August 2025	September 2025	October 2025	October-November 2025
Contract Awarded	Sourcing & Recruitment	Candidate Slate Presented	Candidate Selection
Intake Meeting	Development of Candidate Slate	Scheduling Interviews with Top Candidates	Offer Negotiation
Search Strategy Developed	Weekly reporting on candidates & hours	City Interviews Conducted	The Candidate Begins New Role
Brochure Created	Regular Contact With The HR Director	Background Checks Conducted If Requested	Onboarding

## Team Profile



### **Melissa Barker** | Vice President Practice Development

Melissa Barker's extensive experience in multiple facets of organizational management makes her an invaluable asset to Duffy Group. With more than 20 years of experience managing teams, directing operations and creating strategies for multiple organizations, she understands the value of finding just the right candidate.

Skilled at creative sourcing and attracting passive candidates, she places a wide range of candidates, from high-level executives to supervisors, across various industries. Since joining Duffy Group, Melissa has built a strong foundation within the government sector. She understands that connecting candidates with a passion for public service is as crucial as her clients' specified requirements. Her relationships with top-tier talent in government are the framework for her success.

Melissa previously worked for the State of New Mexico and was a founding member of the New Mexico Children's Foundation, a visionary, grassroots organization funding small, nonprofit children's organizations throughout the state.

She has since served on several professional, nonprofit and community boards. Currently, she is on the McDowell Sonoran Conservancy Board of Directors and serves as Chair of the Governance Committee. She holds a bachelor's degree in Political Science from the University of New Mexico.

Her heart for philanthropy and public service is part of her DNA. Raised in a family that believed in giving to others, Melissa learned that such generosity is expected from those who are able. That philosophy, and watching her parents and brother selflessly share their talents in public service careers, inspired her to give back in similar ways.

When she has a break in the whirlwind of activity, Melissa loves traveling and hiking, and has recently found a love of kayaking. As a mother of two boys, she is involved in numerous activities, and they all participate in Boy Scouts of America.

# Sample Work Products

Brochure

**TOWN OF  
TELLURIDE  
EST.1878**

**Historic  
Preservation  
& Planning  
Director**

Sample

**Duffy Group**  
RECRUITMENT. REDEFINED.

**Executive Recruitment**

Brochure

# ABOUT THE TOWN

Telluride, Colorado, nestled in a box canyon of the San Juan Mountains in southwestern Colorado, is renowned for its stunning natural beauty, rich history, and vibrant cultural scene. Telluride is surrounded by towering peaks, including the 14,000-foot Wilson Peak, and is located at an elevation of about 8,750 feet (2,670 meters). The town itself is compact and nestled at the end of the canyon, with steep cliffs and lush forests defining its boundaries.

Despite its small size, full-time population ~2,600, Telluride has a tight-knit community with a strong sense of local pride. Its residents are passionate about preserving the town's heritage and natural environment while embracing a lifestyle centered around outdoor adventure and cultural enrichment. Its history is reflected in the well-preserved Victorian architecture that lines the streets, contrasting with modern amenities and services.

Telluride is committed to sustainability and environmental stewardship. Efforts include conservation initiatives, eco-friendly building practices, and a focus on preserving the natural beauty that draws year-round visitors. Telluride is a haven for outdoor enthusiasts. In winter, it transforms into a world-class ski destination with extensive terrain suitable for all levels of skiers and snowboarders. In the summer, activities such as hiking, mountain biking, fly-fishing, and rock climbing abound.

Telluride, Colorado, captivates visitors and residents alike with its breathtaking scenery, rich history, lively culture, and abundance of outdoor adventures, making it a unique and cherished destination in the Rocky Mountains.



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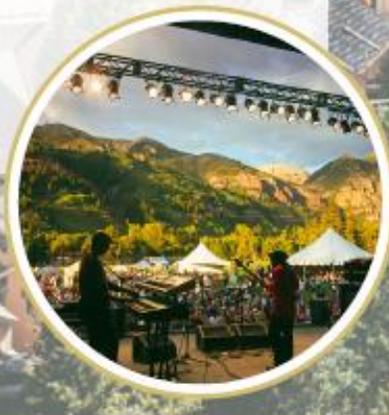
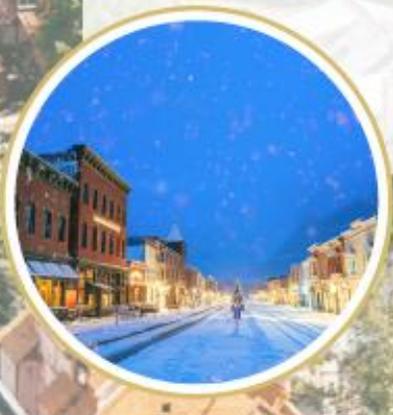
# Community

Residents and visitors alike are drawn to Telluride's rich cultural tapestry, highlighted by the renowned Telluride Film Festival and Telluride Bluegrass Festival, which bring together people from all walks of life. Beyond the festivals, the community thrives with a passion for outdoor pursuits, with hiking, skiing, and mountain biking being integral parts of daily life. This active lifestyle not only shapes physical health but also fosters a deep sense of camaraderie among locals who share a love for the great outdoors.

Family life in Telluride, CO, is defined by a unique blend of outdoor recreation and community. The town's small size fosters a safe and nurturing environment where children can explore and grow, surrounded by majestic mountain views. Educational opportunities are enriched by the town's commitment to sustainability and cultural diversity, offering a well-rounded experience for children. With its strong sense of community and natural beauty, Telluride offers families a welcoming haven where both adventure and togetherness thrive.

Whether attending community events at the historic Sheridan Opera House or simply enjoying a casual stroll along Colorado Avenue, residents find themselves immersed in a welcoming atmosphere where a strong sense of belonging is cultivated, making it a truly unique place to call home.

Sample



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Executive Recruitment



## The Position

### **Historic Preservation & Planning Director:**

The Historic Preservation & Planning Director is responsible for overseeing and managing community development activities within the Town of Telluride, including preserving historical sites, buildings, structures, and cultural heritage. This position is the staff member in charge of the Historic and Architectural Review Commission & Planning and Zoning Commission. This position is an executive-level position and a key contributor to the Town's leadership team.

### **The Ideal Candidate:**

The ideal candidate will be a subject matter expert in the areas of historic preservation and planning and a source of information for the department and residents. This Director, will have an outstanding passion for these key functions and have the ability to work with a variety of individuals both internally and in the community. The person who steps into this role will be a natural connector and gain the respect of the community, as historic preservation is a value cherished by residents. This is a working leadership role, and the identified Director will have experience driving a master plan update, being hands-on in individual projects, and training a team to grow in their skills. In addition, the ideal candidate will have a knack for innovation as these two functions will newly operate in the same department.

## Education

- Master's degree in Planning or directly related field required and bachelor's degree in architecture, historic preservation or
- Related field required or equivalent experience

## Experience

- Seven (7) years of experience in community planning and/or preservation planning
- Four (4) years experience in supervising others
- Two (2) years of supervising planning activities strongly preferred.

### Compensation and Benefits:

Compensation: \$105,189 - \$152,525

Benefits include:

- Medical, dental, vision, life, AD&D, and long-term disability insurances
- Health Care and Dependent Care Flexible Spending Accounts
- EAP programs

Telluride pays medical, dental, and vision premiums in full for the employee and premiums for dependents are significantly reduced. Retirement benefits customary to the position are offered through MissionSquare, 401(a) mandatory, 457(b) optional.

In addition, employees enjoy paid time off, sick leave, and paid holidays. The Town also provides merchant ski pass, or alternatively, a physical fitness benefit.

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## Executive Recruitment

# How to Apply:

Sample

To be considered for this incredible opportunity, applicants should contact **Nicole Gruenhaupt**, Senior Executive Recruiter, at (602) 899-9294 and send their resumes to [ngruenhaupt@duffygroup.com](mailto:ngruenhaupt@duffygroup.com)

Application Deadline: This posting will remain open until finalists are identified or the position is filled. Applicants are encouraged to apply early.



RECRUITMENT REDEFINED.

(Sample: Weekly Status Update)  
(Client Name)  
(Position Title)  
(Date)

Number of Hours Spent: 86.00

Summary of Work: Duffy Group identified a list of 104 potential candidates and has contacted 143 candidates on this search.

We started with any potential candidates within Arizona. We realize that some candidates' backgrounds may match the job but not the environment in (Client Name). These candidates may be valuable in providing market data and/or referrals of best fit candidates. We will continue to source in Arizona and attempt to uncover candidates with municipal experience.

We have also begun sourcing outside of Arizona, targeting cities and towns that would align with (Client Name)'s environment.

- 2 Candidates Submitted to the Town of (Candidate Name); (Candidate Name); (Candidate Title); (Candidate Current Employer); (Candidate LinkedIn Profile)
- 1 Duffy Group Screening (Candidate Name); (Candidate Title); City of Tempe; (Candidate LinkedIn Profile)
  - Duffy Group is scheduled to speak with (Candidate Name) this week to determine if this would be the right fit and he would like to proceed in the process
- 3 Candidates Interested
  - (Candidate Name); (Candidate Title); (Candidate Current Employer); (Candidate LinkedIn Profile)
  - (Candidate Name); (Candidate Title); (Candidate Current Employer); (Candidate LinkedIn Profile)
  - (Candidate Name); (Candidate Title); (Candidate Current Employer); (Candidate LinkedIn Profile)
- 2 Pending Candidates (candidates have connected, and we have shared the job description)
- 93 Recruit calls pending (calls and emails/outreach not yet returned)
- 37 Rejected by Candidate. Reasons include:
  - Candidate cannot relocate at this time
  - Candidate is happy in current role
  - Location is too far to commute
  - Salary is comparable, so candidate does not want to transition roles
  - Candidate is above the compensation range
  -

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- 1 Candidate Rejected Internally
  - Candidate's background does not fit the role
- 4 Sources
  - Candidates would not move forward in the process (they are retired, relocated, etc.); however, they may be sources for referrals

Next Steps for Duffy Group:

- Conduct Screening Call with *(Client Name)* to determine if he should be moved to a full interview
- Continue to pitch (call, email, text, etc.) to all outstanding candidates to set up initial calls, collect resumes, and conduct interviews
- Source additional candidates

Next Steps for t

- Please re... Duffy Group any feedback.
- Please pr... and next steps for submitted candidates if desired.

# Candidate Report



(Client Name) - (Position)

Melissa Barker, VP Practice Development, 602-652-8637, mbarker@duffygroup.com

Duffy Office: 602.961.5840, www.duffygroup.com, 4727 E Union Hills Drive, Suite 200, Phoenix, Arizona 85050

Person	Company	Location	Official Title	Compensation	Status	Notes	Work Phone	Work Email	Other Phone	Personal Email
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	Rejected by Cand.	B, Q 26-Oct-2022 12:56p candidate replied and is not interested at this time; I requested referrals B, Q 26-Oct-2022 12:50p sent a text message B, Q 24-Oct-2022 10:29a requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	4th attempt	CBB 15-Nov-2022 2:43p Sent follow-up InMail message and connection request B, Q 01-Nov-2022 1:16p sent email to work B, Q 26-Oct-2022 2:58p sent text message and personal email B, Q 24-Oct-2022 11:14a requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	Rejected by Cand.	B, Q 02-Nov-2022 4:00p candidate does not wish to change roles at this time; requested referrals B, Q 01-Nov-2022 12:50p checked back in with candidate to hear his thoughts and requested a screening call to see if he has any questions and if he has a job summary B, Q 27-Oct-2022 6:48p candidate does not	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0		B, Q 26-Oct-2022 11:14a requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0		CBB 15-Nov-2022 2:52p Sent follow-up InMail message and connection request B, Q 04-Nov-2022 3:31p with lack of additional contact information, I sent another InMail B, Q 24-Oct-2022 11:04a requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	2nd attempt	B, Q 21-Nov-2022 11:24a called main phone number, but it is disconnected B, Q 17-Nov-2022 3:34p sent personal text message	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	4th attempt	CBB 15-Nov-2022 2:54p Sent follow-up InMail message and connection request B, Q 04-Nov-2022 1:42p sent text message and personal email B, Q 02-Nov-2022 1:52p requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	2nd attempt	CBB 15-Nov-2022 2:55p Sent InMail message and connection request B, Q 14-Nov-2022 3:38p sent connection request and InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	2nd attempt	B, Q 21-Nov-2022 11:27a sent personal email B, Q 17-Nov-2022 3:37p sent text message	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	2nd attempt	B, Q 21-Nov-2022 11:31a called direct work number and left a message B, Q 17-Nov-2022 3:39p sent email to work	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	3rd attempt	B, Q 21-Nov-2022 11:33a sent candidate a text message and personal email B, Q 17-Nov-2022 4:00p requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	4th attempt	CBB 15-Nov-2022 2:57p Sent follow-up InMail message and connection request B, Q 07-Nov-2022 9:46a sent text message and personal email B, Q 04-Nov-2022 2:37p requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	4th attempt	CBB 15-Nov-2022 2:59p Sent follow-up InMail message and connection request B, Q 26-Oct-2022 3:12p sent text and work email B, Q 24-Oct-2022 11:00a requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	1st attempt	B, Q 17-Nov-2022 4:09p sent text message	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	3rd attempt	CBB 15-Nov-2022 3:00p Sent follow-up InMail message and connection request B, Q 04-Nov-2022 2:11p sent text message B, Q 03-Nov-2022 4:19p requested to connect and sent InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)
(Candidate Name)	(Current Employer)	(Employer Location)	(Candidate Title)	\$0	Rejected by Cand.	CBB 17-Nov-2022 9:44a Candidate responded to InMail message stating that he is not willing to relocate CBB 15-Nov-2022 3:10p Sent follow-up InMail message and connection request B, Q 14-Nov-2022 3:30p sent connection request and InMail	(Candidate Phone)	(Candidate Email)	(Candidate Phone)	(Candidate Personal Email)



RECRUITMENT REDEFINED.

**SAMPLE**  
**CANDIDATE PROFILE**  
*(Client Name)*  
*(Client Job Search Title)*  
 (Date)

*(Candidate Name)*  
*(Candidate Title)*  
*(Client Current Company)*  
 Seattle, WA  
 Phone  
[email](#)

REQUIRED QUALIFICATIONS	CANDIDATE QUALIFICATIONS
<p><i>Duffy Group Comments &amp; Interview Availability</i></p>	<p>Duffy Group Comments:</p> <ul style="list-style-type: none"> <li>• <i>(Candidate name)</i> is a fantastic <i>(Candidate Name)</i> with almost 30 years of prosecution experience.</li> <li>• He ran <i>(Candidate Name)</i> state were shut down due to <i>(Candidate Name)</i> to keep his business afloat effectively, so he <i>(Candidate Name)</i> to take a stable role as an Assistant City Prosecutor with the City of Seattle.</li> <li>• He is currently underutilized in his role and is excited for the <i>(Candidate Name)</i>.</li> <li>• His daughter currently goes to NAU, and he loves the Flagstaff area. He even mentioned he would be able to relocate quite fast if need be.</li> <li>• Duffy Group would suggest interviewing <i>(candidate name)</i>.</li> </ul> <p>Interview Availability:</p> <ul style="list-style-type: none"> <li>• Late Wednesday afternoons.</li> <li>• Late Friday afternoons.</li> <li>• Any weekends or evenings.</li> <li>• No trial until August 23<sup>rd</sup> as of right now, so Tuesday afternoons may work as well.</li> </ul>
<p><i>Current role and level of responsibility</i></p>	<ul style="list-style-type: none"> <li>• Who they report to:                         <ul style="list-style-type: none"> <li>○ <i>(Candidate name)</i> reports to the two lead attorneys and the overall office supervisor.</li> </ul> </li> <li>• Who are their direct reports:                         <ul style="list-style-type: none"> <li>○ He does not have direct reports in his current role, but he has far more experience than his peers, so he is constantly mentoring.</li> <li>○ In his previous role, he ran his own practice and had 3-4 attorneys reporting to him along with office staff.</li> </ul> </li> <li>• Who are their peers?                         <ul style="list-style-type: none"> <li>○ Other Assistant City Prosecutors are his peers.</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• Responsibilities:             <ul style="list-style-type: none"> <li>○ Handle criminal cases (anything non-domestic violence)</li> <li>○ The <i>(client current company)</i> has a charging team tasked with pressing charges.</li> <li>○ After charges are pressed and have gone through arraignment, they are assigned to trial teams.</li> <li>○ Handle pre-trial calendars</li> <li>○ Review calendars</li> <li>○ Active trial caseload anywhere from 30-50 running at a time</li> <li>○ Attend and contribute to meetings</li> <li>○ Handle disposition calendar</li> <li>○ Attend and handle probation court</li> <li>○ Write briefs</li> <li>○ Mentor attorneys as they lean on his lengthy experience often</li> </ul> </li> </ul>
<p><i>How many years of experience do you have in the following areas:</i></p>	<p>Prosecuting: 28-29 years          Working with Microsoft products: 30+ years          Supervisor Role: 25+ years running his own practice</p>
<p><i>Tell me about a time you had to think outside the box to fix something happening within your community.</i></p>	<ul style="list-style-type: none"> <li>• When <i>(candidate name)</i> took over the city of Fife, he took on some of the most challenging cases in the Seattle area, and he had to think outside the box to solve them.</li> <li>• A specific challenge in the city of Fife was particularly problematic. Over 50% of the hotels/motels in the area were renting rooms at extremely low prices. These low rates caused a large attraction of drug operations in the city, resulting in an extreme narcotics problem. To fix this problem, <i>(candidate name)</i> had to think outside the box.</li> <li>• Instead of doing what other previous attorneys had done, criminally charging the people staying in these hotels and participating in the drug operations, he attempted to regulate the hotels instead. <i>(candidate name)</i> thought outside the box through land use laws rather than criminal laws. This led to a change in the land use laws, which caused a sharp decline in the narcotics problem in Fife in the early 90s and late 2000s</li> </ul>
<p><i>What attributes make a strong leader and strong coach? Discuss the attributes you possess and share examples of how you've leveraged them to drive team performance?</i></p>	<ul style="list-style-type: none"> <li>• <i>(Candidate name)</i> believes the most important attribute in leadership is understanding each and every task the people working for you have to do on a day-to-day basis.</li> <li>• As a leader, he believes you should be able to perform everyone's tasks and be open to performing them when in need and when you need to train people properly.</li> <li>• He has gained much of his leadership insight from his stint in the military.</li> <li>• <i>(Candidate name)</i> believes it is important always to let people know when they are doing a great job, especially if you can do it publicly.</li> <li>• He also firmly believes that when someone is struggling, it is important to have one-on-one conversations in private to understand why someone might be struggling and work through it.</li> </ul>

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## Candidate Profile

	<ul style="list-style-type: none"> <li>• While running his own practice, he really enjoyed showing everyone the common goal and giving them general guidelines on how to achieve the goal but allowing them to make their way toward the common goal.</li> <li>• He stated that allowing those working for you to make their own path to the company's common goal was rewarding and also allowed him to evaluate the way he goes about things if someone is doing it better than he is.</li> <li>• He hates the "this is how we have always done it" thinking.</li> <li>• He is constantly ready for change and believes you must be open to new ways of thinking when in a leadership position.</li> <li>• <i>(Candidate name)</i> loves hands-on training and being able to mentor people in his staff and younger attorneys.</li> </ul>
<p><i>Motivation to apply for this position</i></p>	<ul style="list-style-type: none"> <li>• Why are they interested in this position and working for the <i>(Client Name)</i> <ul style="list-style-type: none"> <li>◦ <i>(Candidate name)</i> is underutilized in his current position and is eager for a chance to be used to his full potential.</li> <li>◦ He is excited about the opportunity to lead an office and be in a leadership position.</li> </ul> </li> <li>• <i>(Candidate name)</i> loves the idea of a new journey where he can maximize his skillset again, especially his leadership skillset.</li> <li>• Why the candidate would leave their current role or why they left their current role?           <ul style="list-style-type: none"> <li>◦ He is in his current role out of necessity and has enjoyed the stability but feels he can contribute much more in a supervisor role.</li> </ul> </li> <li>• Are they actively looking for a new role?           <ul style="list-style-type: none"> <li>◦ Not necessarily, but he has looked at different leadership roles within the <i>(client current company)</i> offices.</li> <li>◦ He has not looked at anything outside of the <i>(client current company)</i>.</li> </ul> </li> <li>• Are they entertaining other offers?           <ul style="list-style-type: none"> <li>◦ No.</li> </ul> </li> </ul>
<p><i>Career Transitions – reason for leaving</i></p>	<p><u><i>(Client Current Company) 2021 to Present:</i></u></p> <ul style="list-style-type: none"> <li>• This is <i>(candidate name)</i>'s current position.</li> </ul> <p><u><i>(Client Current Position)</i></u></p> <ul style="list-style-type: none"> <li>• <i>(Candidate name)</i> was forced to close his own practice due to the courts being closed in Washington state for months because of Covid.</li> </ul>
<p><i>Compensation (only if allowed to ask)</i></p>	<ul style="list-style-type: none"> <li>• Base salary: <i>(amount)</i></li> <li>• Bonus eligibility: N/A</li> </ul>

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Candidate Profile

	<ul style="list-style-type: none"> <li>• Actual bonus received: N/A</li> <li>• Total compensation: 110K</li> <li>• Equity and/or other benefits to consider: N/A</li> <li>• Desired Compensation: Mid-point of the stated salary range would work for him. Right now, his supervisor makes 140K-145K, and he feels somewhere around here would be fair.</li> </ul>
<i>Education/Certifications</i>	<p>Juris Doctor; Thomas M. Cooley Law School, Lansing, MI            BA, History; Michigan State University, East Lansing, MI            United States Naval Academy, Annapolis, MD</p>
<i>Location</i>	<ul style="list-style-type: none"> <li>• Current location: Seattle Washington</li> <li>• List issues around relocation               <ul style="list-style-type: none"> <li>○ He does not envision relocation as an issue even though he is currently in Seattle.</li> <li>○ He even stated he could relocate if needed.</li> </ul> </li> <li>• Do you know anyone in Flagstaff?               <ul style="list-style-type: none"> <li>○ Yes, he knows several people in Flagstaff, especially since he has family who lives in Flagstaff.</li> <li>○ He stated that most things in Flagstaff are either on point or slightly lower priced than in Seattle.</li> </ul> </li> <li>• Are you familiar with the housing market in Flagstaff?               <ul style="list-style-type: none"> <li>○ Yes, he has researched houses within his range in Flagstaff and is comfortable moving there if he is selected.</li> </ul> </li> </ul>
<i>Any restrictions on employment</i>	<ul style="list-style-type: none"> <li>• Are you eligible to work for any employer in the US? <b>YES</b></li> <li>• Do you have a non-compete? <b>NO</b></li> <li>• In general, are there any restrictions on your employment? <b>NO</b></li> </ul>

Sample

## Fee Structure

Our pricing model is all-inclusive, with the exception of travel time and costs. If the city would like us to conduct intakes or the presentation of the slate of candidates in person, the travel time and costs would be billed separately as pass-through costs compliant with IRS standard rates. We can also provide background checks and/or social media scrubs as pass-through costs. We do not expect to charge additional staff costs related to this search. Our fee is \$150/hour for government clients. We can set a not-to-exceed amount up front per search for budgeting purposes.

## Performance Guarantee

### Our Guarantee

- We talk to potential candidates who are currently in the stated position or those whose next logical career step would advance them to this position.
- We provide factual information, as provided by candidates, relating to their employment history and relevant work experience.
- We act and think like an extension of your team.
- We will provide a slate of thoroughly vetted candidates who we believe best meet your requirements.
- Duffy Group, Inc. will not approach the selected candidate for any other position as long as they are an employee of the City of Ouray. We also will not solicit any other City of Ouray employee for any other position as long as the city remains a client. We will abide by the tenets of the ICMA Code of Ethics.

### Our Client's Role

- You will spend the time up front with the Duffy Practice Leader to develop and refine your strategy.
- You commit to responding as quickly as possible to inquiries from the Duffy Practice Leader during the search process. Conversely, we will respond immediately to your inquiries as well. We are committed to helping you get the most for your investment in our services.
- You will keep the Duffy Practice Leader in the loop as the process moves forward so we can assist with the prospects “behind the scenes” to yield the most impact from the research.

## Compliance

Duffy Group is committed to equal employment opportunity and compliance with Title VII and all EEO laws. We recognize that a diverse applicant pool is essential to fair and effective hiring practices, and we are committed to supporting our clients in building their teams while adhering to all equal opportunity employment standards.

## References

**Mike Gent**

Deputy City Manager

**City of Littleton, CO**

(720) 795-3821

[mgent@littletongov.org](mailto:mgent@littletongov.org)

**Search work performed:** December 2023 – Current

**Positions:** Director of Community Development, Chief Building Official, Public Works Director, Finance Director

**Amanda Wilson**

City Manager

**City of Gunnison, CO**

(970) 325-3611

[awilson@gunnisonco.gov](mailto:awilson@gunnisonco.gov)

**Search work performed:** April 2024 – October 2024

**Positions:** Procurement, Contracts & Grants Manager, Utilities Manager, Construction Project Manager

**John T Garrett**

Human Resources Manager

**City of Fountain, CO**

(719) 393-4923

[jgarrett@fountaincolorado.org](mailto:jgarrett@fountaincolorado.org)

**Search work performed:** February 2024 – Current

**Positions:** Assistant City Attorney, Technology Services Director, City Attorney, Planning Technician, Senior Planner

**Anette Spickard**

City Manager

**City of Sedona, AZ**

(541)556-0445

[aspickard@sedonaaz.gov](mailto:aspickard@sedonaaz.gov)

**Search work performed:** May 2023 – Current

**Positions:** Chief Building Official, City Manager, Finance Director, CBO

## Relevant Publications

By Practice Leader Melissa Barker

[Companies Turn to Skills-Based Hiring to Find Qualified Candidates - WorldatWork](#)

[How Local Government Can Recruit and Retain the Gen Z Workforce - Governing.com](#)

[Skills-Based Hiring: How the Public Sector Can Use It to Their Advantage – Route Fifty](#)

[Flexible Work Options Keep the Public Sector Competitive In These Post-Pandemic Times – Route Fifty](#)

[Experts Call for More Skills-Based Hiring to Strengthen the Cyber Pipeline - PSHRA](#)

[Sizing Up Public Sector Hiring Processes with Melissa Barker](#)

## Accolades

### True Connections Are in Our DNA

Revolutionizing professional recruitment, Duffy Group helps organizations realize their growth goals through a proprietary research-based model enabling us to uncover passive talent. We serve as an extension of your HR team to deliver the highest value, in all ways.

Founded in 1991, we are lauded for our approach, ingenuity, industry expertise and exceptional workplace – we walk the talk with an incredible team who are experts at finding the needle.



**RESOLUTION NO. 15 (SERIES 2025)**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY,  
COLORADO TO CLARIFY THE CURRENT STATUS THE CHIEF OF  
POLICE POSITION AT THE CITY.**

**WHEREAS**, City Council swore in certain peace officers who are employed by the City as police officers on July 21, 2025; and

**WHEREAS**, the oath given to Daric Harvey was incomplete because it failed to identify Daric Harvey as the Interim Chief of Police; and

**WHEREAS**, Mr. Harvey is employed by the City as a temporary employee holding the title of Interim Chief of Police under a contract adopted by City Council on April 7, 2025; and

**WHEREAS**, the City has hired Duffy Group, Inc. and the City Administrator intends to use this firm to conduct a comprehensive background check on Daric Harvey which is more thorough than the check conducted for the interim position; 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:

Daric Harvey continues to be employed as Interim Chief of Police under the contract adopted by City Council on April 7, 2025, until such time as the background check is completed and a process for public comment is conducted by City Administrator such that the City Administrator determines a position of permanent employment is warranted.

ADOPTED this 4th day of August 2025 by the Ouray City Council.

CITY OF OURAY, COLORADO

\_\_\_\_\_  
Ethan Funk, Mayor

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

**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 approved by Council on September 16, 2024, repealed the Addendum executed on January 21, 1985, and expanded the lease premises to include the space immediately to the north of the existing leased space for an expansion of the library and is attached hereto and incorporated as **Exhibit B**; 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 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 4th day August 2025.

CITY OF OURAY

By: \_\_\_\_\_

Ethan Funk, Mayor

Attest:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

OURAY LIBRARY DISTRICT:

By: \_\_\_\_\_

Aimee Vann, Library Director

OURAY LIBRARY DISTRICT BOARD:

By: \_\_\_\_\_  
Robert Stoufer, Board President

Exhibit A to Third Addendum dated August 4, 2025

Councilman Hopkins	<u>Yes</u>
Councilman Massard	<u>Yes</u>
Councilman Thompson	<u>Yes</u>

AGREEMENT BETWEEN THE CITY OF OURAY  
AND  
THE OURAY DISTRICT LIBRARY BOARD

THIS AGREEMENT is made this 21st day of December, 1981, by and between THE CITY OF OURAY, a Municipal Corporation of the State of Colorado, and the OURAY LIBRARY DISTRICT, a duly organized library district within the State of Colorado.

PREMISES:

1. The CITY OF OURAY has, since at least 1900, maintained a library in the building known as the Ouray City Hall, located on the west 50 feet of Lots 22,23 and 24 in said City. The Library was originally constructed in accordance with the terms of a grant from Thomas F. Walsh, which terms are set forth in the Code of the City of Ouray, in Section 13-16.

2. By resolutuion dated October 5, 1981, enacted under the provisions of Colorado Revised Statutes, 1973, Section 24-90-110, et seq., the City Council of the City of Ouray joined in the formation of a Library District known as the Ouray Library District.

3. The City of Ouray, with the advice of the City of Ouray Library Board, wishes to transfer the books and assets of the Ouray City Library to the Ouray Library District on the terms and conditions set forth below and, further, wishes to make space available in the Ouray City Hall for the continued maintenance of a library, on the terms and conditions set forth below. The Ouray Library District is willing to accept said terms and conditions.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The books, furniture, fixtures and records of the Ouray City Library are hereby transferred to the Ouray Library District, on the condition that, if the Ouray Library District ever ceases to function, all of said assets shall, without further act of the City Council or the Board of Directors of the Library District, be deemed to have been retransferred to the City of Ouray, without further consideration. The assets hereby transferred are enumerated in an inventory attached to this agreement, as Attachment "A".

2. The Ouray Library District agrees that it shall not, without the specific consent of the City Council of the City of Ouray, by ordinance or resolution, relocate any of the assets hereby transferred to any location other than the building located on the west 50 feet of Lots 22, 23 and 24, Block 18 in said City, known as the Ouray City Hall.

3. The space presently occupied by the Ouray City Library, consisting of approximately the north one-half of the ground floor of the City Hall, is hereby leased to the Ouray Library District for one Dollar (\$1.00) per year, payable upon demand. This space shall be used for no purpose other than maintaining a public library, under the terms of this Agreement and under the terms of the Walsh Grant, as set forth in Section 13-16 of the Code of the City of Ouray and incorporated herein by this reference.

The City of Ouray shall provide maintenance for the exterior of the City Hall Building and shall provide, at no charge to the District, all utilities necessary to maintain the library. The Library District shall provide all interior maintenance necessary for the space occupied by the library.

The initial term of this lease shall be for a period of five (5) year, commencing on the first day of January, 1982, and expiring on the last day of December, 1986. The term shall be automatically extended bor successive periods of five (5) years, each, unless either party gives written notice of cancellation to the other party at least one (1) year prior to the expiration of the then-current period of the lease.

4. The City hereby agrees to transfer to the Library District, to be used for Library purposes, all unexpended by appropriated funds carried on the City books as of December 31, 1981.

5. This Agreement and the Resolution approving it, shall constitute authority to the City Clerk and the City Treasurer to effect the transfer of funds described in Section 4, above.

This Agreement is made this 21st day of December, 1981.

THE CITY OF OURAY, COLORADO:

By Margaret L. Petty  
Margaret L. Petty, Mayor

ATTEST:

LaVaughn E. Merling  
LaVaughn E. Merling, City Clerk

THE OURAY LIBRARY DISTRICT:

By \_\_\_\_\_  
George N. Swift, President

ATTEST:

\_\_\_\_\_  
Charlotte L. Duckett, Secretary

THE CITY OF OURAY LIBRARY BOARD:

By \_\_\_\_\_  
Elizabeth Kuehling, President

ATTEST:

\_\_\_\_\_  
Virginia M. Marsh, Secretary

LIBRARY INVENTORY - December, 1981

- Desks - 1
- Talbes - 4
- Card Catalogs - 2
- Step stool - 1
- Small Chairs - 8
- Large chairs - 12
- Wooden magazine rack - 1
- Book bins - 3
- Paperback book rack (metal) - 1
- Dictionary stand - 1
- Typewriter and stand - 1
- Duchesne filmstrip player - 1
- Microfilm reader - 1
- JVC color monitor receiver - 1
- Panasonic video recorder - 1
- Panasonic video camera - 1
- Books - 14,815

January 11, 1982 continued

The Ouray City Council Meeting of Monday, January 11, 1982, was reconvened by Mayor Jack Clark.

NEW BUSINESS:

Motion by Councilman Barry seconded by Councilman Minnick to accept the following resolution:

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF OURAY, COLORADO

BE IT RESOLVED BY THE CITY COUNCIL OF OURAY, COLORADO, THAT:

Appreciation is hereby expressed to Mr. Marvin Gregory for his generous donation of a public address system to the City of Ouray.

This Resolution is passed this 11th day of January, 1982, by the City Council of the City of Ouray at an organizational meeting held at the Ouray City Council Chambers, the members of the Council voting as follows:

Robert C. Minnick	<u>Yes</u>
Edward B. Thompson	<u>Yes</u>
L. D. Barry	<u>Yes</u>
Jack E. Clark, Sr.	<u>Yes</u>
Walter J. Gorrod	<u>Yes</u>

THE CITY OF OURAY, COLORADO:

ATTEST:

Lucile H. Zellar  
Lucile H. Zellar, City Clerk

By Jack E. Clark Sr.  
Jack E. Clark, Sr., Mayor

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

This **SECOND ADDENDUM TO AGREEMENT** is made this 16th day of September 2024 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 (Addendum).

**WHEREAS**, the City has agreed to allow the Library to expand the lease premises to include the space immediately to the north of the existing leased space, and

**WHEREAS**, the Library intends to expend substantial funds to improve and expand the new space as well as its existing facility, and

**WHEREAS**, due to the Library expansion and the anticipated leasehold improvements, the City desires to extend the lease term for an additional ninety (99) years and grant permission to the Library to make improvements to the leased premises.

**IT IS THEREFORE AGREED AS FOLLOWS:**

1. The Addendum is hereby repealed.
2. Paragraph 3 of the Agreement concerning the lease premises is repealed and replaced as follows:

The space presently occupied by the Ouray Library District consisting of approximately the north one-half of the ground floor of City Hall, the space on the floor immediately below said space, and future expansion to be located on the north side of the City Hall building measuring approximately 16ft by 43ft (Leased Premises), are hereby leased to the Ouray Library District for \$1.00 (One dollar and no/100) per year, payable upon demand.

The City of Ouray shall provide maintenance for the exterior of the City Hall Building leading to the Leased Premises; and shall provide, at no charge to the Library, all utilities necessary to maintain the library. The Library District shall provide all interior maintenance necessary for the Lease Premises.

3. A new Paragraph 5 of the Agreement is added as follows:

The term of this Agreement shall be for a period of ninety-nine (99) years unless the City desires to terminate this Agreement because of its legitimate expansion or relocation needs by providing one year's written notice to Library and locating alternative leased premises which are substantially similar to the existing Leased Premises, including similar square footage, capacity, quality, style, and arrangement of the existing improvements, at the same rental rate, and for the remaining lease term.

4. A new Paragraph 6 of the Agreement is added as follows:

City hereby grants to Library permission to make leasehold improvements as set forth in the Ouray Public Library Conceptual Phase design, attached and incorporated herein as Exhibit B under the following conditions:

Such improvements shall be constructed by a contractor who maintains a general liability policy coverage with a minimum limit of two million dollars (\$2,000,000), naming the Library as an additional insured and provide the Library with a certificate of insurance prior to beginning work on any improvements.

Any contractor shall indemnify and hold harmless the Library, its officers, employees, and insurers, 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 any 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 Library.

Any contractor shall provide the services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act, the laws in the State of Colorado and the City of Ouray, and the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

Any contractor shall obtain all necessary building permits. General Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work; the cost thereof shall be included as part of the Payment to General Contractor under this Contract.

Any contractor shall make reasonable efforts to keep the hallway leading to the Lease Premises free from construction materials and obstruction.

Any contractor or subcontractor invoices shall be accompanied by a fully executed lien waiver prior to any payment made by Library.

**IN WITNESS WHEREOF**, this agreement is made this 16<sup>th</sup> day of September 2024.

CITY OF OURAY

By: \_\_\_\_\_

Ethan Funk, Mayor

Attest:

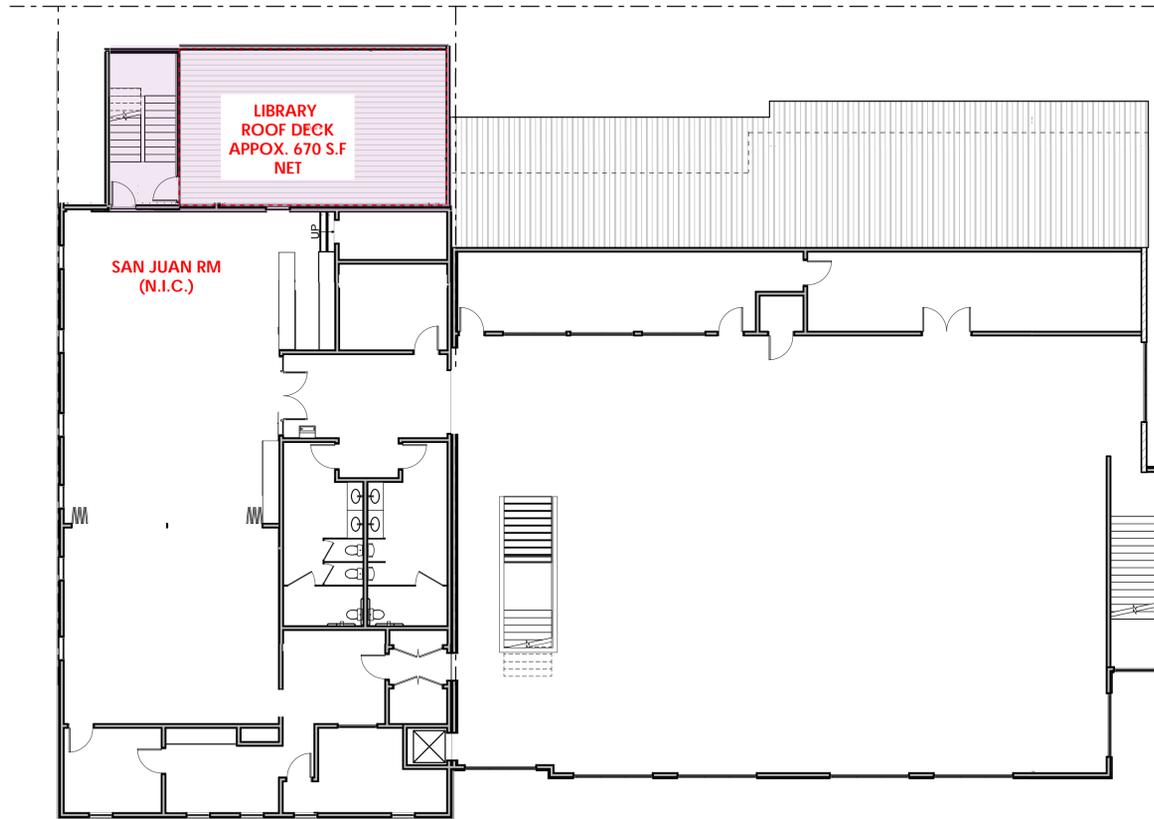
\_\_\_\_\_  
Melissa M. Drake, Clerk

OURAY LIBRARY DISTRICT:

By: \_\_\_\_\_  
Aimee Vann, Library Director

OURAY LIBRARY DISTRICT BOARD:

By: \_\_\_\_\_  
Robert Stoufer, Board President



3 UPPER LEVEL REFERENCE PLAN  
SCALE: 3/32" = 1'-0"

Exhibit C to 3rd Addendum to Library Lease 7/21/25

OURAY LIBRARY EXPANSION

320 6th AVE, OURAY, CO 81427

DATE	ISSUANCE
2/27/25	SCHEMATIC DESIGN PRICING
06/25/25	REV. RE: CITY PROJECT

NOT FOR  
CONSTRUCTION

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 THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR OURAY LIBRARY EXPANSION. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE ARCHITECT.  
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FLOOR PLANS  
- REVISED

A001A



## ADDENDUM 2 - LETTER OF AGREEMENT

**TO:** City of Ouray  
**Michelle Metteer, City Administrator**  
 mmetteer@cityofouray.com  
 320 6<sup>th</sup> Ave, Ouray, CO 81427  
 970-325-7211

**DATE:** July 24, 2025

**PROJECT NAME:** City Admin & Police/ 333 6th Ave. Facility Improvements

**PROJECT LOCATION:** 320 6<sup>th</sup> Ave, Ouray, CO 81427  
 333 6<sup>th</sup> Ave, Ouray, CO 81427

**PROJECT TYPE:** Public

### SECTION 1 SCOPE OF WORK

#### PHASE 1 - FACILITIES IMPROVEMENTS:

Part 1 - Preliminary Design Assessments, Program, and Floor Plans

- A. **Police Department:** Program and Assessment for 333 6<sup>th</sup> Ave. and Preliminary Design Planning.
  - a. Architectural, Structural and MEP assessments of 333 6<sup>th</sup> Ave. to confirm adequacy and understand needed improvements to house Police Department.
  - b. Preliminary As-builts for 333 6<sup>th</sup> Ave.: Measure and provide floor plans of existing building for program planning and assessment.
  - c. Preliminary design planning for the Police Department program fit into 333 6<sup>th</sup> Ave.
- B. **City Hall 1<sup>st</sup> Floor West:** Programming and interior remodel Preliminary Design Planning.
  - a. Architectural, Structural and MEP assessments of West 1<sup>st</sup> floor for Programming and remodel
  - b. Preliminary Design Planning for renovations based on Facility Assessment: Lobby, Clerk/ Finance, Staff Support spaces, and restroom additions and alterations.
- C. **Fire Department:** Garage Addition and Interior Alteration Planning for Addressing Program Needs
  - a. Preliminary Design Planning for Garage Addition to house 4x4 vehicle and expand storage.
  - b. Explore minor interior alterations for addressing immediate needs based on Facility Assessments. Provide SD floor plans for the preferred improvements.

#### Deliverables for Phase 1, Part 1 Include:

- 1. Building Assessments for Scope A, B, and C; Architectural Floor Plan of each component A, B, and C for confirmation from Staff and Council;
- 2. Scope, Fees, and Schedule for Part 2 - Design Development and Construction Documents for scope A, B, and C.

#### Notes:

1. **SURVEY** - Client-procured surveys of 320 6th Ave. and 333 6th Ave. will be required to complete the services outlined above. Monadnock is available to provide surveying services. KEO studioworks is able to procure and coordinate these services on behalf of the City of Ouray.
2. **CODE CONSULTANT REVIEW (320 6th Ave Only)** - Due to the sensitivity and complexity of the existing building at 320 6th Ave, current code requirements, and the potential for future modifications, a building code analysis is included in this phase of work. The code analysis will include, review of construction types, occupancy/ use, egress, property line proximity/ exterior wall ratings, accessibility, plumbing fixture requirements, and other applicable code items. Also included are meetings with the design team, support in responding to code review comments from the Authority Having Jurisdiction (AHJ), and preparation of a code summary report.

**SECTION 2 COMPENSATION**

**A. Police Department, 330 6<sup>th</sup> Ave**

- a. Building Assessments: \$4,600.00
- b. Preliminary As-builts: \$5,500.00
- c. Programming & Plans: \$8,000.00

**B. City Hall 1<sup>st</sup> Floor West**

- a. Assessments: \$2,500.00
- b. Programming & Plans: \$4,800.00

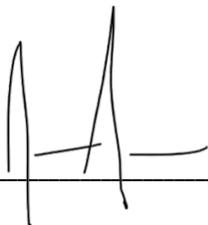
**C. Fire Department**

- a. Garage Addition: \$2,500.00
- b. Interior Alterations: \$4,000.00 (Hourly, top-set estimate)

**D. Consultants - Assessments and Reports in Support of Architectural Scope Above**

- a. Civil: \$3,298.00
- b. Structural: \$5,600.00
- c. MEP: \$6,500.00
- d. Code Consultant: \$7,500.00

ARCHITECTURAL SUBTOTAL: \$31,900.00  
CONSULTANT'S SUBTOTAL: \$22,898.00  
**ADDENDUM 2 TOTAL: \$54,798.00**

James Kehoe  Date 07/24/2025

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_

Signed by Owner \_\_\_\_\_(Print)

Signature \_\_\_\_\_ Date \_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF OURAY, COLORADO  
AND SAFEbuilt COLORADO, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Ouray, Colorado (“Municipality”) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ten (10) days written notice, without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. TABOR

It is understood and acknowledged that Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Municipality's current fiscal period ending upon the next succeeding December 31.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific

employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 15, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 14, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate

provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Dan Murphy, Community Development Director  
City of Ouray, Colorado  
320 6<sup>th</sup> Avenue  
Ouray, CO 81427  
Email: [dmurphy@cityofouray.com](mailto:dmurphy@cityofouray.com)

If to Consultant:

Joe DeRosa, CRO  
SAFEbuilt, LLC  
444 North Cleveland, Suite 444  
Loveland, CO 80537  
Email: [jderosa@safebuilt.com](mailto:jderosa@safebuilt.com)

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Colorado, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Colorado, LLC

City of Ouray, Colorado

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Matthew K. Causley

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

Date: July 24, 2025

Date: \_\_\_\_\_

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Remote Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Attend staff and council meetings “virtual” as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon

#### Remote Video Inspection Services

- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Provide an electronic version of inspection results
- Includes Residential and Commercial Building, Plumbing, Mechanical and the following.

Any inspection type not listed may be provided upon mutual agreement:

Residential Remodel/ Addition	Basement Finish
Roof/ Mid-roof inspections	Footing/ Foundation
Over-the-Counter permits	Deck
Water Heaters	Gas Line Installations
AC/ Furnace	Detached Accessory Structures
Drywall	Re-inspections – Commercial/ Residential

#### Remote Video Inspections – not supported

- New Residential, 1<sup>st</sup> time rough inspections
- New Commercial, 1<sup>st</sup> time rough inspections
- New Residential, 1<sup>st</sup> time final inspections
- New Commercial, 1<sup>st</sup> time final inspections

#### Remote Plan Review Services

- Provide plan review services electronically
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be a resource to applicants on submittal requirements and be available throughout the process
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicants after the review is complete

### 2. MUNICIPAL OBLIGATIONS

- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Building Official or designated representative will be available as mutually agreed upon
- Inspectors will be dispatched on an as-requested basis
- Consultant representative(s) will be available by phone and email
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables	
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day

REMOTE PLAN REVIEW DELIVERABLES			
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment via telephone		
<b>TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	- Single-family within	7 business days	5 business days or less
	- Residential projects	7 business days	5 business days or less
	- Multi-family within	10 business days	7 business days or less
	- Small commercial within (under \$2M in valuation)	10 business days	7 business days or less
	- Large commercial within	15 business days	10 business days or less

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- On January 1, 2026 and annually thereafter, the rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. In the event that the increase in the CPI for the relevant period exceeds 4%, the exceedance shall carry over to the next and subsequent calendar years and, subject to the 4% annual cap, rates shall be increased by the amount of the exceedance and any increase during the preceding period. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>SERVICE FEE SCHEDULE:</b>	<b>STANDARD RATE*</b>
Remote Virtual Inspection Services	\$85.00 per inspection
Remote Plan Review Services Structural Review (when required by IBC or requested)	60% of Municipal permit fee \$170 per hour
Remote Building Official Services	\$160.00 per hour
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	

## EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
  
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
  - ✓ Municipal technology point of contact information including name, title, email and phone number
  - ✓ List of technology services, devices and software that the Municipality will provide may include:
    - Client network access
    - Internet access
    - Proprietary or commercial software and access
    - Computer workstations/laptops
    - Mobile devices
    - Printers/printing services
    - Data access
    - List of reports and outputs

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

August 4, 2025

The Honorable Michael Bennet  
United States Senate  
261 Russell Senate Office Building  
Washington, D.C. 20510

Subject: Letter of Support for the Conveyance of Full Moon Dam and Crystal Reservoir to the City of Ouray, Colorado

Dear Senator Bennet,

On behalf of the City of Ouray, we, the Ouray City Council, respectfully submit this letter in strong support of federal legislation authorizing the conveyance of the Full Moon Dam and Crystal Reservoir to the City of Ouray. This transfer represents a strategic, multi-benefit opportunity that aligns with state water priorities, strengthens regional resilience, and generates significant environmental and economic value.

With extensive experience in infrastructure management, the City of Ouray is uniquely positioned to manage the Full Moon Dam and Crystal Reservoir as a local, community-driven asset. The proposed conveyance will yield wide-ranging benefits to the City, surrounding communities, and the State of Colorado as a whole.

The Colorado Water Plan emphasizes multipurpose water storage, watershed health, and proactive local water management. Ownership of Crystal Reservoir will enable the City of Ouray to enhance water security for its residents, improve drought resilience, and implement conservation strategies consistent with the Plan's objectives.

With increasing threats of wildfire in the San Juan Mountains, the reservoir serves a critical role in regional wildfire mitigation. Local control will allow the City to integrate the reservoir into comprehensive wildfire response and forest health strategies, improving emergency preparedness and watershed resilience. The reservoir's operational stability benefits agricultural, municipal, and recreational water users downstream. City management of the dam will ensure cooperative, transparent governance and stewardship that reflects the needs of neighboring water stakeholders and maintains regional hydrologic balance.

Conveyance of the reservoir is essential to the City's Water Augmentation Plan, which ensures reliable water supply and compliance with state and federal water law. Ownership will allow for direct, adaptive management of storage assets needed to fulfill augmentation obligations.

Crystal Reservoir has long been a scenic and recreational attraction, drawing thousands of visitors annually for fishing, hiking, wildlife viewing, and photography. The City's stewardship will protect and responsibly enhance this asset, supporting the regional tourism economy and sustaining local businesses and jobs. The reservoir and its surrounding habitat are home to a variety of native wildlife species. Local ownership will ensure continued protection of critical habitats and ecosystems while enabling the City to partner with conservation organizations to expand stewardship efforts.

This conveyance directly supports the goals outlined in the City's Master Plan, including sustainable infrastructure investment, environmental protection, and responsible recreation development. It embodies Ouray's vision of long-term resilience and self-sufficiency.

We urge Congress to approve this vital conveyance. The City of Ouray stands ready to assume ownership, management, and full responsibility for the dam and reservoir in a way that serves both the public good and the strategic interests of the region and the State of Colorado.

Thank you for your attention and support.

Sincerely,

Mayor Ethan Funk

Mayor Pro Tem Josh Smith

Councilor Tamara Gulde

Councilor Michael Underwood





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

August 4, 2025

The Honorable John Hickenlooper  
United States Senate  
374 Russell Senate Office Building  
Washington, D.C. 20510

Subject: Letter of Support for the Conveyance of Full Moon Dam and Crystal Reservoir to the City of Ouray, Colorado

Dear Senator Hickenlooper,

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Thank you for your attention and support.

Sincerely,

Mayor Ethan Funk

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Councilor Tamara Gulde

Councilor Michael Underwood





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

August 4, 2025

The Honorable Jeff Hurd  
United States Congress  
1641 Longworth House Office Building  
Washington, D.C. 20515

Subject: Letter of Support for the Conveyance of Full Moon Dam and Crystal Reservoir to the City of Ouray, Colorado

Dear Congressman Hurd,

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With extensive experience in infrastructure management, the City of Ouray is uniquely positioned to manage the Full Moon Dam and Crystal Reservoir as a local, community-driven asset. The proposed conveyance will yield wide-ranging benefits to the City, surrounding communities, and the State of Colorado as a whole.

The Colorado Water Plan emphasizes multipurpose water storage, watershed health, and proactive local water management. Ownership of Crystal Reservoir will enable the City of Ouray to enhance water security for its residents, improve drought resilience, and implement conservation strategies consistent with the Plan's objectives.

With increasing threats of wildfire in the San Juan Mountains, the reservoir serves a critical role in regional wildfire mitigation. Local control will allow the City to integrate the reservoir into comprehensive wildfire response and forest health strategies, improving emergency preparedness and watershed resilience. The reservoir's operational stability benefits agricultural, municipal, and recreational water users downstream. City management of the dam will ensure cooperative, transparent governance and stewardship that reflects the needs of neighboring water stakeholders and maintains regional hydrologic balance.

Conveyance of the reservoir is essential to the City's Water Augmentation Plan, which ensures reliable water supply and compliance with state and federal water law. Ownership will allow for direct, adaptive management of storage assets needed to fulfill augmentation obligations.

Crystal Reservoir has long been a scenic and recreational attraction, drawing thousands of visitors annually for fishing, hiking, wildlife viewing, and photography. The City's stewardship will protect and responsibly enhance this asset, supporting the regional tourism economy and sustaining local businesses and jobs. The reservoir and its surrounding habitat are home to a variety of native wildlife species. Local ownership will ensure continued protection of critical habitats and ecosystems while enabling the City to partner with conservation organizations to expand stewardship efforts.

This conveyance directly supports the goals outlined in the City's Master Plan, including sustainable infrastructure investment, environmental protection, and responsible recreation development. It embodies Ouray's vision of long-term resilience and self-sufficiency.

We urge Congress to approve this vital conveyance. The City of Ouray stands ready to assume ownership, management, and full responsibility for the dam and reservoir in a way that serves both the public good and the strategic interests of the region and the State of Colorado.

Thank you for your attention and support.

Sincerely,

Mayor Ethan Funk

Mayor Pro Tem Josh Smith

Councilor Tamara Gulde

Councilor Michael Underwood



# MEMO

## **TO: Ouray County Elected Representatives**

- Ouray County Board of County Commissioners
- City of Ouray Mayor and Council Members
- Town of Ridgway Mayor and Council Members

## **FROM: Ouray County Community Calendar Working Group**

- Kailey Rhoten, City of Ouray
- Tera Wick, Town of Ridgway
- Ashley Perkins, Ridgway Area Chamber

**DATE: July 30, 2025**

**RE: Proposal for Shared Countywide Public Events Calendar Platform**

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## I. Background and Purpose

For years, Ouray County, as a community, has struggled with multiple disconnected community calendars, requiring people to search in various places to find out what is happening in the area. This fragmented system has been a source of confusion for both locals and visitors, as echoed in repeated community feedback across multiple initiatives. It hinders community engagement, weakens event communications, and undermines shared goals for economic and community vitality. It also results in inefficient use of staff time and public dollars, as multiple entities duplicate efforts to promote the same events without a unified system. Several community leaders have tried to solve this problem over the years, but the efforts have lacked the institutional support needed for long-term sustainability, resulting in ongoing fragmentation.

In response to consistent community feedback and a demonstrated need for a more unified approach to regional event promotion, starting March 14, 2025, staff from the City of Ouray, Town of Ridgway, and Ridgway Area Chamber of Commerce (RACC) formed a working group to evaluate options and make a recommendation for a shared county-wide public events calendar. This memorandum provides a summary of the community need, the group's research, outlines the rationale for a recommended calendar platform, proposes a cost sharing plan, preliminary staffing plan, proposed implementation timeline, and formally requests that each governing body:

- A. Direct staff to include a cost-sharing agreement in the 2026 budget; and**
- B. Support the development of an intergovernmental agreement to formalize shared roles and responsibilities.**

## II. Community Need

Across Ouray County, stakeholders, residents, and business owners have consistently emphasized the need for a more cohesive and streamlined regional marketing strategy, including a shared county events calendar. This shared priority emerged through multiple recent initiatives. In Ridgway, it was highlighted during the Destination Blueprint process led by the RACC with support from the Colorado Office of Tourism; and echoed at RACC's June 2025 Business Roundtable, where participants voiced strong support for a countywide events calendar.

In Ouray, the community's support for a County-wide calendar was assessed through a survey conducted as part of the City's participation in the Colorado Tourism Office's 2024–2025 Destination Mentorship Program. A [resident sentiment survey](#) conducted as part of that initiative gathered input from more than 100 residents. One of the most strongly supported ideas was the creation of a shared community calendar between Ouray and Ridgway, encompassing events, meetings, and activities. This idea received an average importance rating of 4 out of 5 from 120 respondents.

Together, this feedback points to clear, countywide alignment around the need for a modernized, collaborative calendar solution to enhance communication, strengthen regional identity, enhance visitor and resident experience, and make more efficient use of public resources.

## III. Background Research

### A. History of Community Calendar Efforts in Ouray County

The calendar working group spoke with individuals involved in prior community calendar initiatives to gain a clearer understanding of the history, goals, challenges, and lessons learned.

The effort to create a shared community calendar in Ouray County began as a grassroots initiative during the Great Recession, driven by a vision to strengthen the local economy through regional promotion. In response to community-identified needs, Lynn Padgett, in her personal capacity through MtnGeek, personally funded and managed the calendar from 2012 to 2021—investing approximately \$1,000 per year and volunteering her time to maintain it. Built on the CalendarWiz platform, the calendar could be embedded on local websites and offered practical features that made it easy to use for hotels, businesses, and cultural organizations. The goal was to provide a single, reliable source of event information that would enhance visitor experiences and encourage longer stays—ultimately benefiting local businesses. Lynn built and optimized a calendar home page at [ouraycountycolorado.com](http://ouraycountycolorado.com).

Over nearly a decade, the calendar became a widely used community resource. However, by the early 2020s, its sustainability came into question. Ms. Padgett manually collected and entered event information each week, a task she estimated took a full day of work—without compensation or long-term institutional support. To address the growing need for a more automated system and reduce reliance on manual entry, Ashley King Grambley stepped in to take over calendar administration under the Alpenglow Arts Alliance. This transition aimed to modernize the system using a Google Calendar platform, allowing local event producers to integrate their calendars into a shared feed with less hands-on management.

In 2021, Alpenglow launched [OurayCountyCalendar.com](https://ouraycountycalendar.com) to support this approach, with the hope that frequent event producers—such as the Wright Opera House, Sherbino Theater, Weehawken and Ridgway Creative District—could streamline listings and reduce duplication. Alpenglow later received a small grant from the Ouray County Community Fund and organizational sponsorships to support the initiative.

Despite a strong vision and good intentions, the initiative faced several obstacles. A major barrier was the technical complexity of setting up automated calendar integrations, particularly challenging amid frequent staff turnover. Additionally, many organizations already used different calendar platforms on their websites, making adoption burdensome and duplicative. Without dedicated capacity to regularly collect or standardize event data from multiple sources, the calendar failed to gain widespread traction.

Meanwhile, both municipalities invested in separate calendar platforms. City of Ouray staff have dedicated substantial time to maintaining an up-to-date community calendar, maintaining both the City Google calendar and Visit Ouray event listings using a Squarespace platform. This work is duplicative, and often involves manually copying and pasting information, tracking down event details, sourcing images, and ensuring accurate listings.

In 2024, the RACC, supported by Ridgway lodging tax revenues, launched a visually appealing marketing-focused calendar developed by Joomla, specifically designed to promote events in Ridgway. The RACC calendar highlighted the importance of including a user-friendly submission feature, which improved information accuracy, increased relevance, and reduced administrative workload. However, a key limitation of the Joomla platform was its lack of capacity for bulk uploads, automation, or recurring events without incurring additional costs. And, while this new platform improved upon the visual design and user experience of earlier efforts, its funding source limited its scope to Ridgway-based events. Together, these separate investments further fragmented the calendar landscape across Ouray County.

Another longstanding challenge is that the Google calendar platform is not optimized for public-facing marketing. Its visual layout often appears cluttered or utilitarian, limiting its appeal as a promotional tool. Additionally, converting calendar data into effective newsletter content remains time-consuming, often requiring manual formatting and editing that places additional demands on limited staff capacity.

## B. Lessons Learned

The long arc of Ouray County's community calendar efforts reveals several key takeaways:

1. **Ease of Use Is Critical:** Adoption depends on technical simplicity. Platforms requiring complex setup, ongoing maintenance, or extensive training tend to lose traction—especially as staff and volunteers turn over.
2. **Cross-Platform Compatibility Matters:** If local organizations are already using varied systems, integration solutions must minimize duplication of work to be viable.
3. **Institutional Support Is Essential:** Volunteer efforts, no matter how dedicated, are not sustainable substitutes for funded staffing and organizational backing.
4. **Design and Usability Influence Engagement:** Public-facing calendars must be visually appealing and marketing-friendly. A cluttered or generic-looking platform is less likely to attract regular community or visitor use.

5. **Fragmentation Undermines Collective Value:** When multiple organizations maintain separate calendars, the region loses the cohesion and shared visibility that a unified platform could provide.
6. **Editorial Oversight and Automation Must Be Balanced:** While automation reduces labor, some human oversight is needed to ensure entries are complete, relevant, appropriate and engaging for the public.

As Ouray County entities consider future calendar solutions, a successful model will require strategic collaboration, shared investment, and a platform that prioritizes usability, aesthetics, and long-term sustainability.

## IV. Vision and Criteria

Based on these insights, the calendar collaboration working group developed a vision and a set of criteria to guide our research and discernment process.

### A. Vision:

Beginning in 2026, Ouray County will have one unified, aesthetically pleasing, accessible, filterable and sustainable public calendar shared by the Town of Ridgway, City of Ouray, and Ouray County, that serves as the trusted source for local events.

### B. Criteria:

The county-wide community calendar will be:

1. **Centralized** – One calendar for all events in Ouray County.
2. **Easy** – Simple to use, manage, and navigate. Adding events should be straightforward, with support for recurring events. Information should be easy to find. Automatic integration with community calendars and marketing tools is a bonus, saving time and labor compared to current platforms.
3. **Sharable** – Designed for seamless embedding in government visitor sites and compelling enough that businesses (e.g., lodges, realtors) choose to feature it. Enable easy sharing of events via multiple platforms.
4. **Filterable** – Users should be able to quickly find relevant events, whether it's little league games, concerts, art openings, or public meetings.
5. **Sustainable** – Institutionalized support with a cost-effective, sustainable funding model shared among the three government entities with clearly defined staffing roles.
6. **Beautiful** – Visually appealing, with images for each event and links for more details.
7. **Accessible** – ADA compliant, meeting WCAG 2.1 AA accessibility standards.

## V. Calendar Comparison Research

Since March 2025, our working group has:

- A. Reviewed nine different calendar platforms.
- B. Analyzed costs, accessibility, feature sets, automation and sustainability.
- C. Created a [comparison matrix](#) for the top three calendar platform options (*Appendix A*).
- D. Requested and evaluated a technical proposal from Localist (*Appendix B*).
- E. Invited feedback on proposed calendar platform from frequent event organizers in Ouray and Ridgway (*Appendix C*).
- F. Explored shared management and staffing options.

The working group reviewed eight calendar platforms: Time.ly, Munibit, VentureWeb, Joomla, Evvent, WordPress, CalendarWiz, and Localist. Members participated in live demonstrations and/or communicated directly with representatives from each platform, evaluating them against the established criteria and screening out those that significantly fell short.

The top three candidates, Venture Web, Time.ly and Localist were then analyzed in greater detail (*Appendix A*).

During the research process, the group discovered automation features—such as automated newsletters and calendar syncing—that could solve many of the problems encountered with previous calendar iterations. While these features come at a higher cost, the group concluded that the investment would significantly reduce the workload for both administrators and event organizers, while also enhancing the calendar’s value to the community by helping ensure it is as complete and up to date as possible.

## VI. Recommendation: Localist Platform (by Concept3D)

The working group unanimously recommends the Localist Events Package by Concept3D as the best fit for Ouray County. *Please see Appendix B proposal from Localist.*

### **Key advantages include:**

- A. Optimized for marketing and communication uses
- B. Potential for cost recovery via sponsorships, automated bulletins, ticketing, etc.
- C. Unlimited events, widgets, filters, embeds, users and administrators
- D. Integration options for importing events from multiple existing calendar websites, saving labor and enhancing community experience. Examples include government, schools, non-profits, businesses.
- E. Built-in email and SMS bulletin features, saving staff time, increasing event awareness
- F. Fully branded - for all three Ouray County entities - in a beautiful, legible, and mobile-friendly design
- G. Filterable views and customizable sub-calendars
- H. ADA-compliant and SOC 2 Type II secure
- I. Dedicated Client Success Manager for onboarding and ongoing support

- J. Colorado-based company with proven implementation nationally.
- K. Excellent customer service experience in research stage, including personalized mockup and community calendar review: [Events Calendar Mockup - Localist](#)

## VII. Proposed Governance Structure

### Calendar Working Group:

A Calendar Working Group will be formed to oversee policy, coordination, educating the community about the calendar, and high-level decisions. It will include one representative from each of the three government entities:

- A. Town of Ridgway
- B. City of Ouray
- C. Ouray County, if desired

### Responsibilities:

- Approve calendar policies and branding guidelines
- Review performance and usage analytics quarterly
- Coordinate budget proposals and cost-sharing agreements
- Troubleshoot any interagency issues
- Plan annual evaluation and community input process
- Chair responsibilities will rotate annually among the three entities.

## VIII. Proposed Staffing Structure

Each government entity would be assigned at least one calendar administrator with shared roles to be detailed in an intergovernmental agreement pending approval. Localist allows for an unlimited number of administrators. Below is a preliminary staffing proposal that is subject to change.

- A. **City of Ouray:** The responsibility for the calendar administration and marketing would fall to the Guest Services Manager in coordination with the Media Manager starting in 2026.
- B. **Town of Ridgway:** Calendar administration would be assigned to the Destination Marketing Organization contractor, in coordination with the Community Initiatives Facilitator starting in 2026.
- C. **Ouray County:** The Ouray County Events Center Director would be an excellent choice to serve as an administrator for this platform. However, as we move through this process, if you feel someone else—or even multiple people—might be better suited for the role, please don't hesitate to let us know.
- D. **Calendar Content Generation:** All Ouray County event organizers, businesses, non-profits, and government agencies would be free to submit events via the calendar platform. Organizations with existing calendar feeds on their websites could be set up to populate the community calendar automatically.

## IX. Estimated Shared Annual Cost

Calendar platform costs split equally among the three entities. Optional revenue (e.g., sponsorships, featured listings) managed jointly with funds reinvested equally to offset calendar costs.

Year	Per Entity (1/3 share)	Total Cost
Year 1 * - 2026	\$5,192	\$15,575
Year 2 - 2027	\$4,751	\$14,254
Year 3 - 2028	\$4,978	\$14,933

\*Includes \$2,000 one-time onboarding fee

### Potential Cost Recovery Methods, if desired:

- A. Featured event fees
- B. Business sponsorships
- C. Automated event integration
- D. Access to bulletin features for organizations (email/SMS)
- E. Ticketing admin fees

## X. Proposed Implementation Timeline

With approval, the calendar platform can launch in Q2 2026, supported by a clear shared management plan, coordinated countywide training, and marketing strategy.

- A. **Fall 2025**
  - 1. Pending approval, draft an intergovernmental agreement to formalize shared roles and funding responsibilities - Calendar Working Group.
  - 2. Develop detailed calendar policies and plan for marketing and training - Calendar Working Group
- B. **Winter 2025/26**
  - 1. Formalize contract with calendar vendor, Localist - Staff
  - 2. Work with Localist to build out calendar landing page - Working Group
    - a) Branding would include all three governmental agencies
  - 3. Train calendar administrators - Localist with coordination from working group
  - 4. Train event organizers - Working group and calendar administrators
- C. **March 2026**
  - 1. Go live with the countywide community calendar and launch a marketing campaign.
    - a) Enabling any organization, business, or non-profit to easily embed or link to the new events calendar on their own websites.

## Appendices

- A. Calendar Platform Comparison Matrix
- B. Localist Proposal (Concept3D)
- C. Letter of Support, Ashley King-Grambley

## References - Links

- Ridgway Resident Sentiment [Survey link](#)
- RACC Tourism Stakeholder [Survey link](#)
- City of Ouray [Survey Link](#)
- Localist [Events Calendar Mockup](#)

Criteria	Venture Web	Time.ly	Localist			
<b>CENTRALIZED</b> - One calendar for all events in Ouray County.	5	5	5		<b>KEY</b>	
<b>EASY</b> – Simple to use, manage, and navigate. Adding events should be straightforward, with support for recurring events. Information should be easy to find. Automatic integration with community calendars and marketing tools is a bonus, saving time and labor compared to current platforms.	2	2	5		<b>Weak</b>	1
<b>SHARABLE</b> – Designed for seamless embedding in government visitor sites and compelling enough that businesses (e.g., lodges, realtors) choose to feature it. Enable easy sharing of events via multiple platforms.	5	1	5			2
<b>FILTERABLE</b> – Users should be able to quickly find relevant events, whether it's little league games, concerts, art openings, or public meetings.	5	?	5			3
<b>SUSTAINABLE</b> – Institutionalized support with a cost-effective, sustainable funding model shared among the three government entities with clearly defined staffing roles.	3	2	5			4
<b>BEAUTIFUL</b> – Visually appealing, with images for each event and links for more details.	5	5	5		<b>Strong</b>	5
<b>ACCESSIBLE:</b> ADA compliant, meeting WCAG 2.1 AA accessibility standards	5	5	5			
<b>EXTRAS:</b> i.e. newsletter/bulletin feature			5			
<b>COST annual subscription</b>	minimal	\$1,450	\$13,500			
<b>Fees - set up</b>	\$22000-\$38000	?	\$2,000			
<b>Repeatable events</b>	towards higher end of range	yes?	yes			
<b>Embeds</b>	unlimited	limit of one	unlimited			
<b>Maintenance and customer support</b>	30 day free, anticipate minimal after first 30 days, annual review	video tutorials, ticket based support	Included. 97% retention rate, excellent customer service			
<b>ADA Accessible? YES OR NO?</b>	Yes, depends on WCAG 2.1A	WCAG 2.1A compliant	meet or exceed WCAG 2.1 AA standards			
<b>Mobile optimized</b>	?	?	yes			
<b>Synching Data</b>	case by case, extra cost	Event Finder???	yes, unlimited			
<b>Bulk - CSV file upload</b>	yes	yes	yes			
<b>Limitations</b>		1250 events per year, 10 submitters	none			
<b>Notes/Misc</b>		Event Finder	Search engine optimization			
<b>Google Analytics or internal?</b>			yes			
<b>Other Features</b>			Automated newsletters, widgets, location, ticketing, reminders and contact integration			



# What the Concept3D Enterprise Platform Offers

- **One Platform:** Consolidation of various systems onto a single, easy-to-use, centrally managed platform
- **Data Visualization:** leverage valuable digital content & data from various systems and display visually across many different endpoints
- **Communication Tool:** Communicate more effectively with any audience, on any device

*The calendar gives us a focal point for our event marketing. It helps us drive attendance at events by making a good first impression on visitors. It gives them all of the information they need - from maps to parking - in one place. -Brandy Warren, Communications and Marketing Specialist, University of Louisville*

*In higher education, you perk up once you hear someone's name a few times. Localist was the only platform that could fully integrate with our website's brand. Matching our calendar to our new website was crucial to us. -Jason Cash, Director of Web Communications, Hope College*

## Security & Accessibility

At Concept3D, digital accessibility is not just a priority—it's a core value. We believe in creating inclusive, user-friendly experiences that empower everyone, regardless of ability, to access and engage with the information and services we provide. Our commitment is anchored in ensuring that all Concept3D products meet or exceed **WCAG 2.1 AA standards**, reflecting our dedication to inclusivity and compliance with evolving accessibility regulations, including the latest updates to Title II. A VPAT can be provided for each product, offering a comprehensive overview of the accessible features across the platform. Concept3D is SOC 2 Type II certified, and the full audit report can be accessed by request.



## Business Objectives

- Facilitate a community-wide adoption of centralized events calendar:
  - Ongoing support for the onboarding and training of new administrators.
  - Offer departments, municipalities, and offices the ability to easily create sub calendars, feeds and widgets for promoting their events.
- Reduce the workload on administrators by automating event creation and reducing duplication of events.
- Implement a digitally accessible calendar to meet DOJ WCAG/ADA compliance requirements
- Add Event Registration and maintain accessibility, compliance, and security requirements to protect the university.
- Increase resident and tourist engagement at events, attendance, and promotion:
  - Leverage a centralized and comprehensive event calendar to connect residents with groups and activities.
  - To facilitate adoption, Localist can also integrate with other event systems.
  - Offer ticketing and fundraising opportunities for student groups to self-fund their events.

# Localist Events Package

## Overview

- Fully branded, centralized event calendar, hosted on a custom URL
- Unlimited events, feeds, widgets, and admin users on your Enterprise Localist license
- Admin portal to manage events, page layouts, and see reporting
- Custom filters, including but not limited to: category, location, department, organization
- Integrated event submission form
- Five Channels for Public and Private sub-calendars
- SSO
- Feed and bulk import available for events in other systems
- Bulletin Access: Unlimited campaigns and 100,000 sends/month
- Bulletin Access: Includes SMS /texting for event reminders and RSVPing
- Robust analytics dashboard included or integration with Google Analytics for improved event management and data analysis
- Access to a dedicated Client Success Manager for onboarding, ongoing support, training and strategy

## Features

Localist Events					
Localist Events Base	X	Bulletin Outreach w/ SMS	X	Developer Theming	□
Events API Access	□	Calendar Branding Setup	□	Managed Updates - Events	□

## Pricing

One Time Fees	Annual Fees	Year One Investment
\$2,000	<del>Standard Pricing \$16,425</del> Year 1 - \$13,575 Year 2 - \$14,254 Year 3 - \$14,933	<b>\$15,575</b>

## Optional Add Ons

Item	One-Time Fees	Annual Fees
Developer Theming	n/a	<b>\$3,000</b>
Additional Calendar Unit (one for each town)	dependent on branding set up	<b>\$7,000</b>

# Grow Engagement In the Future

## Interactive Map

- Can serve as a municipality directory
- Feed data from a business owned data source for daily updates
- Wayfinding and navigation to events and locations
- Use as a visual directory of businesses and services in the county
- Boost engagement for tourists and locals
- Digital brochure to encourage more tourism to the area and create more awareness of municipality offerings
- Integrates with Localist for ease of event attendance and map exploration

## Reservation and Scheduling System

- Option to add Room and Space Scheduling platform in the future for easy scheduling
- Faster bookings to increase revenue for city spaces
- Visual based platform to assist with entire scheduling experience
- Integrates with Localist calendar for ease of promotion, ticketing, and marketing

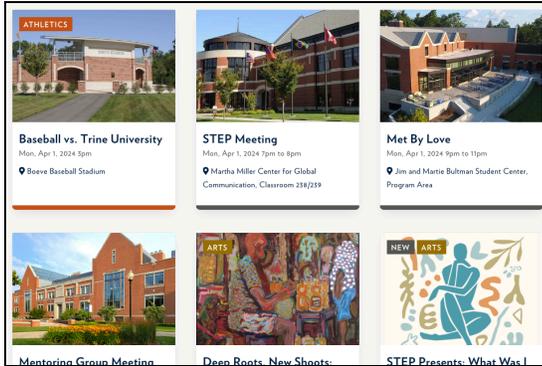
## Virtual Tour

- Digital brochure of rentable spaces or venues to encourage more in person visits
- Showcase variability of space set up for gala, wedding, music festival, workshops, etc
- Highlight public spaces like museums, zoos, and libraries to encourage visitors.
- Faster bookings to increase revenue for city spaces
- Visual

# Examples

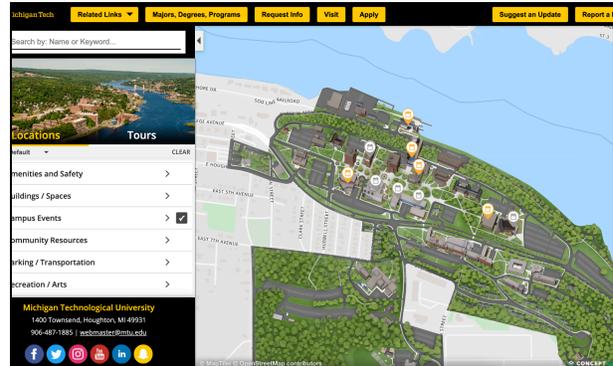
## Localist Events

### Hope College



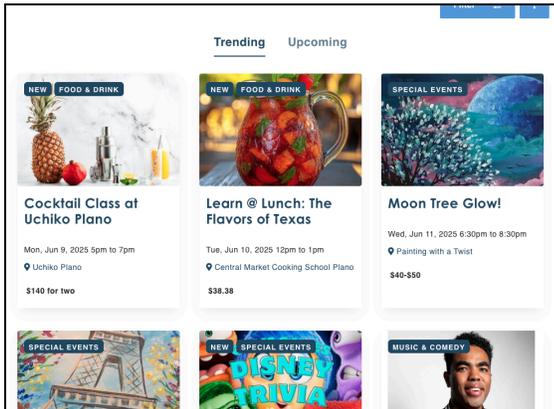
A grid of six event cards for Hope College. The top row includes 'Baseball vs. Trine University' (Mon, Apr 1, 2024 5pm at Beeve Baseball Stadium), 'STEP Meeting' (Mon, Apr 1, 2024 7pm to 8pm at Martha Miller Center for Global Communication, Classroom 258/259), and 'Met By Love' (Mon, Apr 1, 2024 9pm to 11pm at Jim and Marie Bulman Student Center, Program Area). The bottom row includes 'Mentoring Group Meeting', 'Dean Roots: New Shoots', and 'STEP Presents: What Was I'.

### Michigan Tech / Map Integration



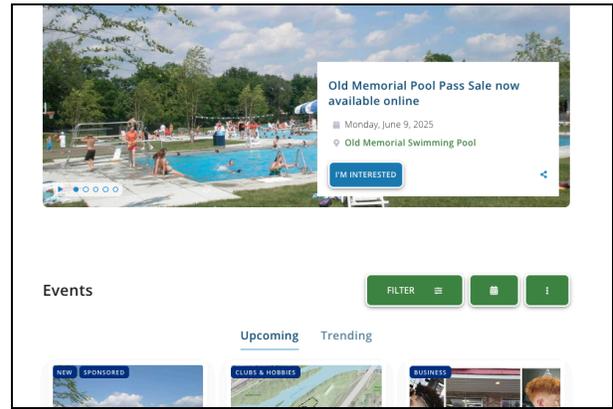
A screenshot of the Michigan Tech website showing a navigation menu with options like 'Related Links', 'Majors, Degrees, Programs', 'Request Info', 'Visit', and 'Apply'. A search bar is present. On the right, a map of the Michigan Tech campus is displayed with various location markers. A sidebar on the left lists categories such as 'Locations', 'Tours', 'Facilities and Safety', 'Buildings / Spaces', 'Campus Events', 'Community Resources', 'Parking / Transportation', and 'Recreation / Arts'. The bottom of the page features contact information for Michigan Technological University.

### Visit Plano



A grid of event cards for Visit Plano. The top row includes 'Cocktail Class at Uchiko Plano' (Mon, Jun 9, 2025 5pm to 7pm at Uchiko Plano, \$140 for two), 'Learn @ Lunch: The Flavors of Texas' (Tue, Jun 10, 2025 12pm to 1pm at Central Market Cooking School Plano, \$38.38), and 'Moon Tree Glow!' (Wed, Jun 11, 2025 6:30pm to 8:30pm, Painting with a Twist, \$40-\$50). The bottom row includes 'SPECIAL EVENTS', 'NEW SPECIAL EVENTS DISNEY PRINCE', and 'MUSIC & COMEDY'.

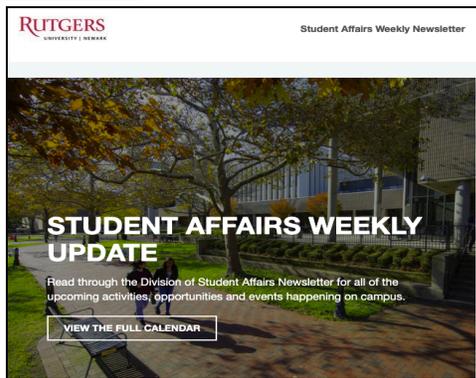
### City of Northfield



A screenshot of the City of Northfield website showing an event titled 'Old Memorial Pool Pass Sale now available online' on Monday, June 9, 2025, at Old Memorial Swimming Pool. A 'VIEW INTERESTED' button is visible. Below the event, there are filters and a section for 'Upcoming' and 'Trending' events.

## Bulletin

### All About Bulletin



A screenshot of the Rutgers University Newark Student Affairs Weekly Newsletter. The header includes the Rutgers logo and 'Student Affairs Weekly Newsletter'. The main content features a large image of a tree and the text 'STUDENT AFFAIRS WEEKLY UPDATE'. Below this, it says 'Read through the Division of Student Affairs Newsletter for all of the upcoming activities, opportunities and events happening on campus.' and includes a 'VIEW THE FULL CALENDAR' button.



A screenshot of the NSU Events page. The title is 'NSU Events'. There are two event cards. The first is 'Face-to-Face Information Session' (NEW) on March 4, 2023, from 10:00 A.M. to Noon at MCAR Building, 4th floor. The second is 'Recruiting Faculty Mentors and Researchers' (NEW) for Norfolk State University's Undergraduate Research and Mentorship Program (URM) recruiting faculty mentors. The URM program enhances students'...

# Product & Feature Specifics

## Localist Events Base Package

- **Channels for Public & Private Sub-Calendars** are a promotion tool that pulls your events based on already existing Classifications (or date ranges) to showcase them in one place. Channels were designed for short-term events like festivals or topics that have many different components but one theme. Five Channels are included in the base package.
- **Feeds**, like RSS, ICS, etc can be used to either import event content into Localist or export event content from Localist.
- A **CNAME** will be applied to allow for a custom domain to display on your calendar page instead of a Localist URL.
- **Design Controls** make it easy to customize your calendar's look and feel without any coding knowledge. Through your admin dashboard, you can personalize many elements with just a few clicks.
- **Widgets** allow you to curate your Localist events for promotional efforts. Widgets are a formatted HTML embed code and select design templates are available out-of-the-box.
- **User Permissions** control what features a user has access to in your Localist Events platform.
- **Metrics** provide instant access to event insights directly in your admin dashboard. There are platform-wide and per-event metrics which can be viewed in the Localist Admin Dashboard.
- **Single Sign-On** options to integrate your CAS, LDAP, Shibboleth/SAML 2.0 or Azure AD for user authentication to your Localist Events platform. Localist also provides its own local account creation and login feature, plus the ability to sign in with Facebook, Twitter, Google, and LinkedIn.
- **Bulk Event Importing** allows you to upload all of your events at once using an Excel (.xls) or CSV (.csv).
- **Register** is an internal tool that allows for managing tickets alongside events, and for your audiences to make secure purchases without leaving the comfort of your Localist calendar. Please note, **Localist charges a ticket fee for every paid ticket you sell**. If your tickets are free, no fee is charged. Depending on your payment method, there may be additional fees for payment processing.
- **Bulletin** is a built-in newsletter tool that makes email event marketing smooth and easy. All calendars get 1 campaign and 2,500 emails per month.

## Localist Events Optional Features

- **Additional Units** of the base Localist Events package can be purchased if different departments require a completely unique calendar. With additional units comes the ability to **sync events between units** in real-time.
- **Additional Channels** can be purchased if more than the five included in the base package are desired.
- **Branding Setup** ensures the Events page consistency with the client's brand and website.

Concept3D will create a header/footer that aligns with the client's design and updates HTML/CSS to match the customer's visual brand. Three additional widgets from our Widget Library customized to the clients branding are included in the branding setup.

- **Bulletin - Outreach** is an add on to Bulletin that provides unlimited Bulletin campaigns and unlimited emails to use for marketing your events. **SMS Messaging** can be added to Bulletin - Outreach to expand communication channels and closely engage with your audience on their mobile phones.
- **Feed Sync Upgrade** By default, imported feeds to a Localist Events platform will update once daily. If your organization requires more frequent feed syncs, you can upgrade for an additional daily sync.
- The **Localist API** is a HTTP-based interface. Standard HTTP calls will return JSON your application can use for your DIY design.
- **Managed Updates - Events** will ensure that the branding on the Events page stays consistent with the rest of the customer's website, providing a cohesive experience for visitors. Concept3D will make necessary updates to ensure consistency if the customer updates to their website..
- **Developer Theming** can be added to allow client control over the HTML and CSS of the events calendar. This will result in the client taking primary ownership for the calendar's styling and branding and has limited support from Concept3D. Clients can create custom widgets with Developer Theming.



To Whom It May Concern,

I'm writing to express my strong support for the county-wide community calendar initiative—an effort I believe is one of the single most important steps we can take to strengthen connection, coordination, and communication across our region.

Since 2012, I've been directly involved in managing and curating shared calendar platforms, including the Alpenglow Arts Alliance Calendar and the Ouray County Community Calendar. Over the years, I've witnessed both the tremendous value these tools offer and the critical limitations they face—primarily due to fragmentation. As someone responsible for regularly entering and promoting events across multiple platforms, I've experienced firsthand how inefficient and unsustainable the current system is. Organizations like mine are forced to duplicate efforts across half a dozen platforms—Ouray County Calendar, Alpenglow, Plaindealer, Ridgway and Ouray Chambers, Visit Ouray, KVNF, and more—just to ensure the community has access to our offerings.

This redundancy doesn't serve anyone well—not residents, not visitors, and certainly not the organizations doing the work.

What excites me most about the new calendar platform is its potential to unify our region. By integrating nonprofit, business, municipal, tourism, and even school calendars into one filterable, easy-to-use platform, we can finally offer a comprehensive, accessible resource for locals and visitors alike.

When the burden of data entry is reduced, more organizations will contribute. When a single calendar becomes the trusted source, more people will rely on it. And when all sectors participate, we create a truly connected community.

After more than a decade of hands-on experience, I can say with confidence: this effort has the potential to transform how we engage with each other and with those who visit our beautiful corner of Colorado. It deserves our full support.

Sincerely,

Ashley King  
Executive Director, Weehawken Creative Arts / Ridgway Chautauqua

The Ridgway Chautauqua/Sherbino  
PO Box 236, Ridgway, CO 81432  
FEIN: 45-4764455

Weehawken Creative Arts  
PO Box 734, Ridgway, CO 81432  
FEIN: 75-3145854



COUNTY WIDE

EVENTS

CALENDAR

AUGUST 2025



# INTRODUCTION

Let's work together

There has been a need for a community calendar that showcases all the events for Ouray County. One that can replace all the others (which there are many).

We would like to discuss adding funding to the FY2026 budget to support a county wide events calendar



# RESEARCH TEAM

Starting back in March 2025

Ashley Perkins - Ridgway Chamber

Kailey Rhoten - City of Ouray

Tera Wick - Town of Ridgway

## **Purpose:**

To outline a shared structure for administering the countywide calendar, ensuring efficient operations, equitable workload distribution, and long-term sustainability.



# THE NEED

From Ouray County Residents

It is important that there is a consistent community calendar with events, meetings, etc. shared between Ridgway and Ouray? (On a scale of 1-5)

**“What excites me most about the new calendar platform is its potential to unify our region.”**

~ Ashley King, Executive Director, Weehawken Creative Arts

ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	482	120
Total Respondents: 120			

During Ridgway’s Destination Blueprint process, a key theme that emerged was the need to streamline and align consistent marketing opportunities across the county.

# IN THE PAST

What has been tried

- Previous attempts to solve this issue have lacked the necessary resources for long-term sustainability.
  - To ensure this doesn't happen again, we are looking for key features to help make this process as smooth and seamless as possible for both the administration side, stakeholder side, and consumer.

\*See memo for full details

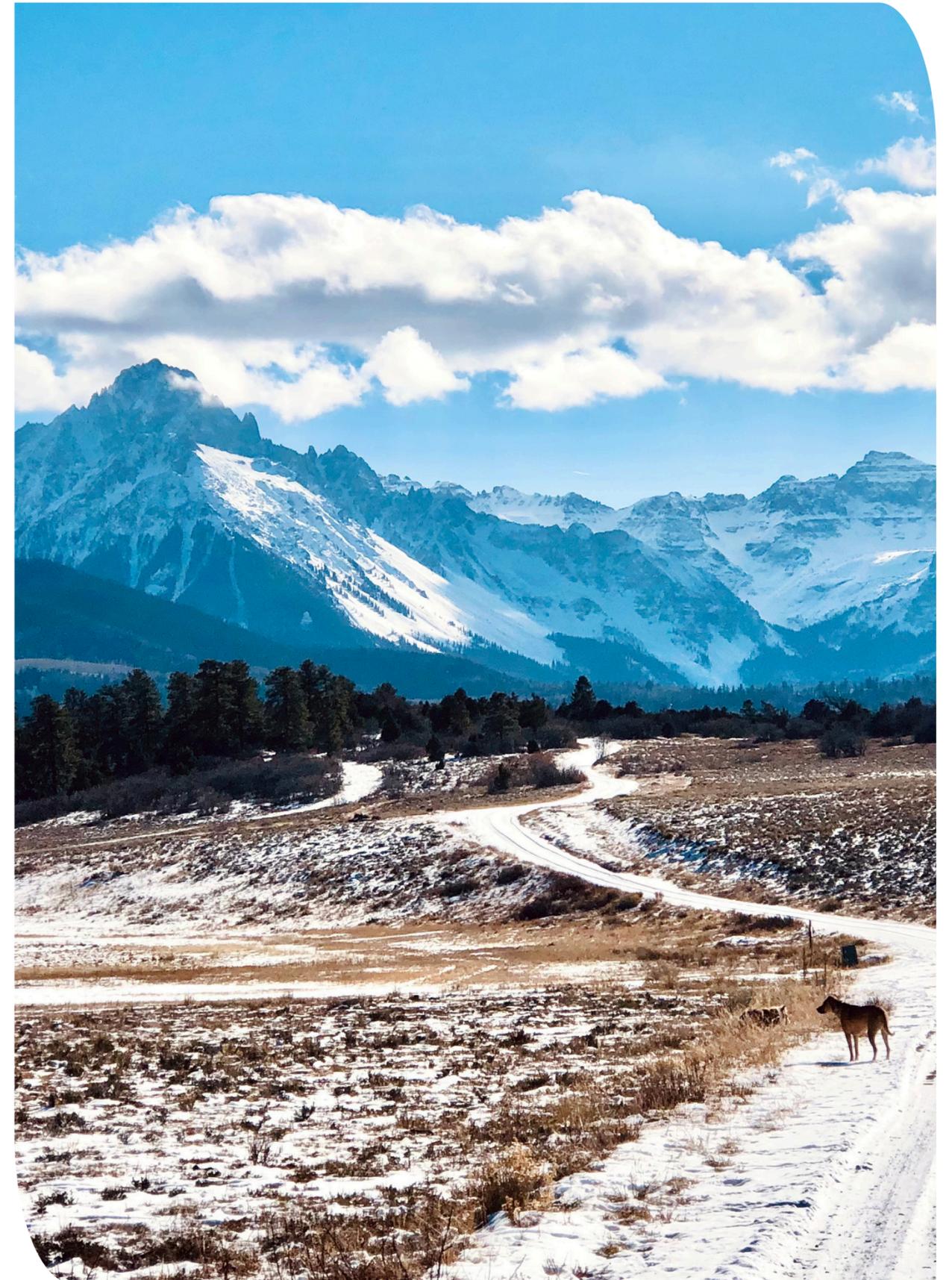


# THE VISION

Starting 2026

Ouray County will have one beautiful, accessible, filterable public calendar—shared by the Town of Ridgway, City of Ouray, and Ouray County—that serves as the trusted source for local events.

## HOW DO WE DO IT?



# KEY FEATURES

Essential for selection consideration

- **CENTRALIZED** - hosted on a custom URL, and embedded across government and community websites
- **EASY** – Simple to use, administer, and find. Adding events should be straightforward, and information should be easy to navigate. Repeated events should be enabled.
- **SHARABLE** – Designed for seamless embedding in government visitor sites and compelling enough that businesses (e.g., lodges, realtors) choose to feature it and built-in communication tools, including email bulletins and SMS reminders.
- **FILTERABLE** – by topic, location, and audience (e.g., public meetings, arts events, youth sports)
- **SUSTAINABLE** – Cost-effective, with a sustainable funding model shared among the three government entities and clearly defined staffing roles. Automatically import events from existing community calendars where possible
- **BEAUTIFUL** – Visually appealing, with images for each event and links for more details.
- **ADA COMPLIANT** - meeting WCAG 2.1 AA accessibility standards

# PLATFORMS RESEARCHED

Didn't meet the criteria

- **Joomla/Daniel/RACC platform**
  - Wouldn't be able to handle the workload for the custom build
- **WordPress with Aggregator Plugins**
  - Required hosting and us to build
- **Event**
  - Aesthetics weren't up to par
- **Munibit**
  - Aesthetics weren't up to par
- **Calendar Wiz**
  - Limitations to admins, users, and marketing





- How it Works: A dedicated community calendar platform that allows auto-importing events from various sources.
- Pros: User-friendly, designed for communities, has filtering and approval options.
- Cons: Paid plans for advanced automation, limitations to events and users
- You can fully customize them. This includes renaming filters, creating new ones, changing their colors, and adjusting how they are displayed.

**Yearly Fee \$1,450**

## Calendar of Events

Festivals, sporting events, outdoor activities, arts & entertainment, LGBTQ+ and more. Browse Vancouver's vibrant calendar of events and attractions, find tickets, and make the most of your stay.

### FEATURED EVENTS

Explore Vancouver's top exclusive events

★ FEATURED



🕒 7:00pm – 9:00pm

FRI JUN 27, 2025

Vancouver Lost Souls of Gastown

★ FEATURED



🕒 7:00pm – 9:00pm

FRI JUN 27, 2025

Stanley Park

◀ • • • • • ▶

### ALL EVENTS

Be part of Vancouver's festivities, occasions and celebrations.

Sign In

Thu, Jun 26 – Sat, Jul 26 [+ ADD EVENT](#) [America/Vancouver](#)  [Print](#) [Add To Calendar](#) [Posterboard](#) [English \(US\)](#)

Categories Organizers Tags Venues

**Capilano Suspension Bridge & Vancouver Lookout @ Capilano Suspension Bridge** JUN 26 THU

Thu Jun 26, 2025 @ 7:00pm



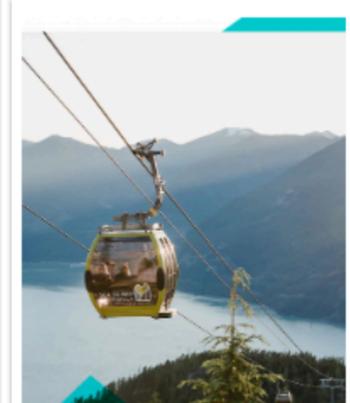
RSVP [❤️](#) [🔗](#)

Outdoor

The Capilano Suspension Bridge is a simple suspension bridge crossing the Capilano River in the District of North Vancouver, British Columbia, Canada. Originally built in 1889, the award-winning Capil...

**Sky Gondola Tour @ Howe Sound** JUN 26 THU

Thu Jun 26, 2025 @ 7:00pm



**Vancouver Seaplane @ Vancouver Harbor** JUN 26 THU

POSTPONED

Thu Jun 26, 2025 @ 7:00pm



ENTRY FEE [❤️](#) [🔗](#)

**Gastown Food Tour @ Gastown** JUN 26 THU

Thu Jun 26, 2025 @ 7:00pm



RSVP [❤️](#) [🔗](#)

Gastronomy



Used by Telluride, Tahoe, and Quebec.

- Easy embed, API, script embed or iframe at no additional cost
- Anyone can submit events, can add administrators across entities; can agree on who approved which request
- Would need to decide which filters we want
- Repeatable events are extra (towards higher end)
- Could pre work to implement in Jan 2026 pending approval

**One Time Fee \$22K - \$38k**

# VENTURE WEB

Telluride Example



[Discover](#) [Lodging](#) [Things to Do](#) [Food & Drink](#) [Festivals & Events](#) [Plan Your Visit](#)

## EVENTS IN TELLURIDE & MOUNTAIN VILLAGE

Telluride offers a year-round lineup of entertainment. From world-renowned [festivals](#) to local community events, there is something for everyone, young and old. Local organizations can submit events [here](#) to be included on the calendar.

[Submit Event](#)

### BROWSE FESTIVALS & EVENTS

SHOWING 97 OF 97

#### FILTERS

##### Dates

##### Area

- Telluride
- Mountain Village
- Surrounding Areas

##### Type

- Festivals
- Events



Wednesdays This Summer

#### Free Wine Tasting

Every Wednesday this summer, head to the Mountain Village Wine Merchant for a free wine tasting. Sommelier Bryan Thames ...

[See Details](#)



Wednesdays, June 11 - Sept 10, 2025

#### Market on the Plaza - Mountain Village

Market on the Plaza is a vibrant local community market providing an avenue to support regional and local businesses ...

[See Details](#)



Wednesdays, Jun 11 - Aug 27, 2025

#### Sunset Concert Series

The Telluride Mountain Village Owners Association (TMVOA) has announced the return of the Sunset Concert Series for the ...

[See Details](#)



Concept 3D: Self-Updating Community Calendar Software

- Unlimited events, bulk feeds, widgets, and admin users
- Unlimited filters: location, category, organization
- Feed and bulk import available
- Unlimited campaigns for 100,000 send/ month (newsletters)
- Includes SMS Texting for event reminders and RSVPs
- Analytic dashboard & Google Analytics integration
- Cost recovery options available
- Con: It would be the most costly for a long-run platform

**Yearly Fee \$13,500 (plus a \$2,000 first year start up fee)**

## EVENTS IN PLANO

Plano, Texas offers a wide range of events, from music concerts, food festivals, and sports competitions to museum displays, exhibits, and family fun. Plan your trip around one of Plano's top annual festivals like the Plano Balloon Festival, AsiaFest, or the Plano International Festival, or book your stay and catch a major sporting event like the Plano Half Marathon. Use our listings of Plano's featured and ongoing events to find the perfect activity for your vacation. For the latest updates about the status of each event, please check each event's website.

Filter  

Trending Upcoming



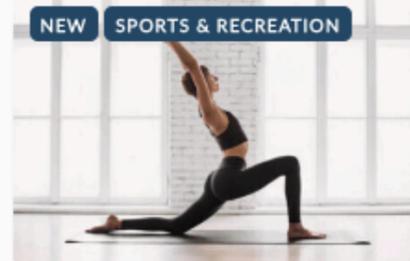
**NEW** FOOD & DRINK **NEW**  
National Chicken Wing Day

Tue, Jul 29, 2025 11am to 12am  
📍 Scruffy Duffies at The Shops at Legacy



**NEW** MUSIC & COMEDY  
TGI-Tuesday with Brady Matthews

Tue, Jul 29, 2025 6:30pm  
📍 Mic Drop Comedy Plano  
\$10



**NEW** SPORTS & RECREATION  
Yoga Lab ~ Yoga Nidra: Rest & Restore w/ Laura

Tue, Jul 29, 2025 7pm to 8:30pm  
📍 Shala Yoga Loft  
\$25 for non-members



# CROSS ANALYSIS

Coinciding with our objectives



# BUDGET REQUEST

Localist: Concept 3D - See Appendix B in Memo

We are looking to split the cost of this calendar project between:

- City of Ouray
- Ouray County
- Town of Ridgway

## TOTAL BUDGET REQUEST

**\$5,192 for 2026**

If we choose to continue using Localist, the projected costs for future budgets are:

\$4,751 for 2027

\$4,978 for 2028

\*We need to confirm if one agency would pay and the others would pay back or if each organization can pay their portion directly

**THANK YOU**

FOR YOUR CONSIDERATION

QUESTIONS?





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

**Date:** August 4, 2025  
**To:** Ouray City Council  
**From:** Michelle Metteer, City Administrator  
**Re:** City Committee Analysis & Recommendations

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I have conducted an analysis of the City's varying committees and as requested upon my hire, looked for ways to find efficiencies where possible. Included is my analysis and recommendations for options moving forward:

### **Analysis**

For such a small population, the City of Ouray has a large number of volunteer committees. This is creating more meetings than is necessary to conduct the business needed to move forward the goals of the City. Several committees currently struggle to produce a quorum for meetings and are creating additional, unnecessary, work for staff. Consolidation of certain committees is therefore recommended.

### **Beautification Committee**

This committee serves to enhance the general aesthetics of the City and areas of recreational corridors. This is a dedicated group of volunteers who are experienced in the needs of the City as they relate to seasonal beautification goals. The committee meets once a month, consistently maintains a quorum at these meetings and meets its budgetary goals.

**Recommendation:** Continue the work of the beautification committee while implementing efforts for recruiting new members to ensure ongoing Committee resiliency.

### **Parks and Recreation Committee (PARC)**

The PARC committee is currently under-utilized, but full of potential. Currently, the primary functions of the PARC committee are to organize the local softball league and Cabin Fever Days. There are multiple ways, outlined in Sec. 2-15(B) 1-3 of the Ouray Municipal Code where the Committee can serve a greater function in moving the City's parks and recreation goals forward.

**Recommendation:** Keep the PARC committee and facilitate the group through a strategic planning exercise for aligning the Committee's goals with consistent execution to become more effective.

### **Tourism Advisory Committee (TAC)**

TAC has struggled to hold recent meetings due to the lack of a quorum/availability of Committee members. The Committee, although created to support the City's tourism efforts, has struggled to create tangible results other than advising staff on pending budget matters and the allocation of mini-grant awards to third-party organizations.

With the City's tourism department now firmly established, the budget advisory nature of the committee is not as critical as was in the early years of the Committee's creation.

Additionally, with the increasing stress on the funds which support the City's tourism efforts (upcoming in-town free shuttle service, possible new Fellin Park stage, etc.) the Council may want to review the TAC mini-grant program for the potential re-allocation of those funds.

**Recommendation:** Given the current struggles TAC faces, along with the inability to have the representing TAC member seat filled on the Main Street Committee, it is in the best interest of the City to dissolve the Tourism Advisory Committee and roll any interested TAC members into the Main Street Committee.

### **Main Street Committee**

The Main Street Committee was created via a program offered by the Colorado Department of Local Affairs (DOLA). This committee allows the City to utilize funding opportunities and leverage state-offered technical assistance. The Main Street Committee is required to have a governing board such as a local government, economic development corporation, Downtown Development Authority (DDA), or Chamber of Commerce, so this committee is unable to be merged (as a sub-committee) into any other already-existing City committees.

The Main Street Committee is currently working on several fronts to execute their established strategic plan and action steps. This is a group of hands-on volunteers which creates great potential for ongoing Committee success and can create the bandwidth to take on additional committee members as other committees are being considered for dissolution.

**Recommendation:** Maintain the Main Street Committee and allow for additional members from dissolved committees as needed.

### **Ouray Economic Development Committee (OEDC)**

OEDC is another committee that has struggled to maintain regularly scheduled meetings. Economic development committees can lend themselves to the possibility of great potential in a variety of ways for moving economic development initiatives forward in a community, however given the struggles to hold meetings and the lack of a clearly defined strategic plan to consistently move such initiatives forward, OEDC has struggled.

**Recommendation:** There is overlap in many areas of opportunity the OEDC may undertake. The work of the local Chamber and the Main Street Committee are two examples and although ideally it would make the most sense to have the OEDC as the parent committee for overseeing TAC and the Main Street Committee, due to the requirements of the Main Street Committee for State funding and technical assistance opportunities, it is recommended to dissolve the OEDC and role appropriate OEDC members, as well as the small business mini-grant program into the Main Street Committee.

### **Ouray 150th Celebration Committee**

This is an ad Hoc committee created for the execution of a wide variety of events scheduled over the next year in anticipation of Ouray's sesquicentennial celebration. The events schedule is ambitious and unlike other City committees, The 150th Committee has, as appropriated, been awarded a \$375,000 budget by the City.

**Recommendation:** Given the extensive budget allocation for this committee, consider a City Council member liaison for attending the Committee meetings.



## 2-13 Beautification Committee

- A. At its first meeting in January, the Council shall appoint the seven (7) members of the committee for three year staggered terms to the Beautification Committee. Five of the members shall be City residents; two of the members may be at-large, residing within the same area that is served by the City of Ouray telephone prefix.
- B. The City's Beautification Committee shall be solely an advisory committee and its functions as a City committee shall be limited to making recommendations to City Council and the City Administrator. Such committee shall have no authority to enter into contracts binding upon the City, to authorize any expenditures binding upon the City, or to otherwise take any action as a City committee.
- C. Members may be removed by the Council for malfeasance, any act in violation of C.R.S. [§24-18-101](#) et seq., or for substantial failure to attend scheduled meetings.

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**The Ouray Municipal Code is current through Ordinance 8, 2024, passed November 18, 2024.**

Disclaimer: The City Clerk's office has the official version of the Ouray Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofouray.com](http://www.cityofouray.com)

[Hosted by General Code.](#)

## 2-14 Ouray Economic Development Committee (OEDC)

- A. At its first meeting in January, City Council shall appoint a minimum of five (5) and a maximum of nine (9) members to the Ouray Economic Development Committee (OEDC) for three (3) year staggered terms. One (1) staff liaison shall be from City management, four (4) members shall be residents of or business owners within the City of Ouray, and a maximum of two (2) additional members may reside outside the City of Ouray.
- B. The OEDC shall be solely an advisory committee and its function as a City committee is limited to making recommendations to City Council and the City Administrator. Such Committee shall have no authority to enter contracts which are binding upon the City, to authorize any expenditures binding upon the City, or to otherwise take any action as a City committee. The scope of recommendations to City Council and the City Administrator shall be in the following areas.
1. Development and implementation of tools to evaluate strengths and weaknesses of current economic development conditions.
  2. Creation and implementation of an Economic Development Plan and economic development incentives in line with the values and guidelines of the Community Plan and broad community input.
  3. Collaborative regional economic development efforts with the Town of Ridgway, Ouray County, and Region 10.
  4. Business expansion and retention planning and related concerns expressed by the community.
  5. Administer economic development related grants as budgeted by City Council.
- C. Members may be removed by City Council for malfeasance, any act in violation of C.R.S. Section [24-18-101](#) et seq., or for substantial failure to attend scheduled meetings.
- D. Any member who owns a business within the City of Ouray shall have an active business registration.
- E. At least one OEDC member shall be appointed to any Community Development Plan committee. (Source: Ordinance No. 10, 2022)

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[Hosted by General Code.](#)

## 2-15 Parks and Recreation Committee

- A. At its first meeting in January, City Council shall appoint a minimum of five (5) and a maximum of seven (7) members to the Parks and Recreation committee (PARC) for three (3) year staggered terms. The committee shall not have an even number of members. Members represent the community at-large. A quorum for meetings and voting shall be no less than three (3) members.
- B. The City's Parks and Recreation Committee shall be solely an advisory committee and its function as a City committee shall be limited to making recommendations to City Council and the City Administrator. Such Committee shall have no authority to enter into contracts binding upon the City, to authorize any expenditures binding upon the City, or to otherwise take any action as a City committee. The scope of recommendations to the City Council and City Administrator shall be in the following areas:
1. Developing and recommending new policies, ordinances, administrative procedures, and other means to expand park and recreation opportunities in a coordinated and efficient manner;
  2. Conducting studies and making recommendations relating to new park and recreation plans, goals and objectives; and
  3. Performing any other duties to advise on or assist with park and recreation matters as assigned by City Council.
- C. Members may be removed by City Council for malfeasance, any act in violation of C.R.S. § [24-18-101](#) et seq., or for substantial failure to attend scheduled meetings. (Source: Ordinance No. 6, 2022)

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[Hosted by General Code.](#)

## 2-17 Tourism Advisory Committee

- A. At its first meeting in January, the City Council shall appoint a minimum of five (5) and a maximum of nine (9) members to the Tourism Advisory Committee (TAC) for three (3) year staggered terms, along with a non-voting, city council liaison. At all times a quorum for meetings and voting shall be no less than three (3) members. If any member owns or represents a business located within the City of Ouray, that business shall be registered with the city.
- B. The TAC is an advisory committee that functions as a recommending body to City Council and the City Administrator. Such committee shall have no authority to enter contracts, authorize expenditures on behalf of the city, or otherwise take any action as a city committee or member beyond the scope of the granted authority.
- C. Members must be residents or owners of a business located within the city. To achieve diversity, the committee be comprised of three members representing the community-at-large members and one member representing each segment of the City of Ouray tourism economy, being:
1. Lodging.
  2. Outdoor Recreation.
  3. Arts/Culture/History.
  4. Retail.
  5. Restaurants/Bars.
  6. Event Planning/Coordination.
- D. The scope of recommendations to City Council and the City Administrator shall be to:
1. propose suggested expenditures of those portions of Lodging Occupation Tax dedicated to the Tourism Fund in any given year,
  2. provide recommendations and long-term planning concerning destination marketing, management, and development initiatives designed to attract visitors to the city and then to enhance the experience, and
  3. provide recommendations concerning any other tourism related projects, as directed by City Council.
- E. Members may be removed by City Council for malfeasance, any act in violation of C.R.S. § [24-18-101](#) et seq., or for substantial failure to attend scheduled meetings. (Source: Ordinance No. 14, 2022; Ordinance No. 8, 2021)

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[Hosted by General Code.](#)

## 2-18 Main Street Committee

- A. At its first meeting in January, City Council shall appoint a minimum of five (5) and a maximum of nine (9) members to the Main Street committee (MSC) for three (3) year staggered terms. The committee shall not have an even number of members. Members represent the community at-large. A quorum for meetings and voting shall be no less than three (3) members. If any member owns or represents a business located within the City of Ouray, that business shall be registered with the City.
- B. The Main Street Committee is an advisory committee that functions as a recommending body to City Council and the City Administrator. Such committee shall have no authority to enter contracts, authorize expenditures on behalf of the City, or otherwise take any action as a city committee or member beyond the scope of the granted authority.
- C. Members must be residents or owners of a business located within the City of Ouray. To achieve diversity, the committee shall be comprised of one member from each of the following committees:
1. Tourism Advisory Committee;
  2. Ouray Economic Development Committee;
  3. Ouray Beautification Committee;
  4. Parks and Recreation Committee; and
  5. Planning Commission;

Along with four (4) at-large members with a preference of representation from the Ouray County Historical Society, the Ouray Chamber of Commerce, and OurayMade.

- D. Members may be removed for malfeasance, any act in violation of C.R.S. § [24-18-101](#) et seq., or for substantial failure to attend scheduled meetings. (Source: Ordinance No. 9, 2023)

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[Hosted by General Code.](#)

## **Future Agenda Items/Work Sessions**

- Hazard Mitigation Plan (awaiting FEMA approval)
- 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
- Long term Ice Park planning; City Fund Management & Operational Costs - TbD
- Victims Advocate Services – Update Memorandum of Understanding – Dec
- Ordinance for no bikes on Riverwalk Trail – TbD
- Work Session; Via Ferrata – Feb 2026