

**AGENDA
OURAY CITY COUNCIL**

Monday, November 3, 2025 - 6:00 PM

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

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

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

Ouray City Council Regular Meeting

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CEREMONIAL/INFORMATIONAL
 - a. Riverview 6-Plex Update
5. APPROVAL OF MINUTES - June 2, 2025, June 16, 2025
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
8. 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
9. CONSENT AGENDA
10. ACTION ITEMS
 - a. Ordinance 4, Series 2025 — Adopting the 2026 Water & Sewer Utility Rates — First Reading
 - b. Localist Contract Update
 - c. Resolution 25 - Series 2025 A Resolution Approving Police Response Time
11. DISCUSSION ITEMS
 - a. Parking Study Discussion
 - b. Graywater Act Discussion
 - c. Future Agenda Items
 - a. Schedule Special Meeting; Budget Approval
12. ADJOURNMENT



Ouray City Council Regular Meeting

Monday, June 2, 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. PLEDGE OF ALLEGIANCE

Pledge of allegiance was recited. .

4. CEREMONIAL/INFORMATIONAL - Proclamation 3, Series 2025 - Ouray County Pride Month - June

Proclamation 3 series 2025 See packet.

5. APPROVAL OF MINUTES - April 7 & 21, 2025 Meetings

Minutes for April 7 & 21 2025. 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

6. CITIZENS' COMMUNICATION

Kevin Schiffer asked about Huckstering Permit elimination. Mayor Funk acknowledged this would be a future discussion in October. Paul Smith spoke of the need for speed limit signs. John Wood spoke of Huckstering and the 150-year celebration. Ames Rische spoke about the pride celebration will be at the Wright Opera House.

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

Councilor Gulde went to the OIPI Board meeting with City Administrator Metteer. At that meeting Kevin Schiffer gave an Ouray Economic Development report and OIPI board members discussed the 10-year plan. Councilor Gulde attended the Tourism Advisory Committee meeting where there was discussion of appointing a new chair in the near future. At the CML District Meeting on May 30th the water treatment plant and waste water treatment plant were discussed and lastly the dedication reception for the naming of the visitor center for Mary L Mitchel will be on June 12th.

Councilor Lindsey also attended the CML District Meeting. Mayor Funk also attended CML. Spoke of the Swiss Village affordable housing Co-Op.

8. DEPARTMENT REPORTS

a. City Administrator

Michelle Metteer, hired a Community Development Director. See packet.

b. Interim Police Chief

Interim Police Chief Harvey stated calls are picking up, has a new officer hired. See Packet

c. Fire Chief

See Packet

d. Public Works Director

Joe Coleman stated that the Magnesium Chloride application will be June 10th-12th 2025. Councilor Gulde asked about the warranty on the Wastewater Treatment Plant. Mr. Coleman also stated the Wastewater treatment plant was under budget by 50k and that would go towards the bond payment. See packet.

e. Parks and Recreation Director

Joe Brown Sign meeting was held and closed on June 6th 2025. See report.

f. Tourism and Destination Marketing Director

See Packet. The resident sentiment survey has been completed and 150 people responded. The full report will be at the next meeting. Additionally, TAC awarded a six-thousand-dollar tourism grant to the Music and Makers Festival which will occur in early Fall.

9. CONSENT AGENDA

a. Liquor License Renewal for Friends of the Wright Opera House dba The Wright Opera House

b. Liquor License Renewal for St. Elmo LLC

Motion for renewing liquor license passed. 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. ACTION ITEMS

a. Resolution 9, Series 2025 - Modifying rates at the Hot Springs Pool and Fitness Center

Resolution 9, Series 2025 discussed rate change in a work session. Discussed need for a once-a-year review. Joe Brown discussed the \$10 Super Senior rates. Councilor Gulde and Mayor Funk also addressed whether rates for Super Seniors in Ouray County should be lowered. Spoke of punch pass as an alternative. John Wood spoke of CPI for staff to cap it lower. Mayor Funk spoke of chemical and energy costs rising.

Resolution 9, Series 2025. 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. Resolution 10, Series 2025 - Swiss Village Deed Restrictions and Loan

Mayor Funk stated the city offered 200k of affordable housing as a gift. It is now a deed-restricted land loan.

c. River Monitoring and Management Contract

- d. MAMS Professional Services Agreement for 150th Celebration Concert Production
- e. Facility Needs Assessment Contract Addendum

11. DISCUSSION ITEMS

- a. Future Agenda Items
- b. SMPA Transmission Line Replacement

12. ADJOURNMENT

Ethan Funk, Mayor

ATTEST:

Michelle Metteer, City Administrator

CERTIFICATION

I, Michelle Metteer, do hereby certify that I am the City Administrator 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, June 2, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, November 3, 2025.

Michelle Metteer, City Administrator



Ouray City Council Regular Meeting

Monday, June 16, 2025 6:00 PM

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

1. CALL TO ORDER

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

2. ROLL CALL

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.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

Sunday, 6/15 Fire Incident

Mayor Funk felt this situation could easily have gotten out of control and resulted in significant loss of property and possibly life, and wanted to create strong messaging regarding fireworks before the 4th of July. Other councilors agreed and discussed how to implement a home fireworks ban, excluding the City's fireworks, possibly using a stage one or two fire ban. Jenny Hart said the Main Street Committee will work with businesses to get the word out on any future action taken on fire bans or firework bans. Council will hold a special meeting on June 18 at 12:30 pm.

4. CEREMONIAL/INFORMATIONAL - San Miguel Power Association Transmission Line Project Update

Paul Hora from SMPA and Aaron Potts from EnTrust Solutions Group shared the transmission line rebuild project. Mayor Funk said SMPA needs to work on informing the city about these kinds of projects well in advance of the project work.

Amended motion to approve the agreement with Western Slope Rides LLC, and change the effective date to June 16th. 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

5. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. Susette Warynick asked why she still smells sewage when she passes the Wastewater Treatment Plant. Mr. Coleman said they're processing sewage, so there will always be some odor, but they are still learning how to use the equipment to best manage the odors. Paula Damke

reported that the sale of Swiss Village closed last week. Bob Angulo, another Swiss Village resident, said he respects what the council does and thanked them.

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

Councilor Gulde - TAC will not meet until the fall. IPAT will meet in the 1st week of August. Visitor Center dedication as the Mary L Mitchell Visitor Center. Attended the Swiss Village celebration on Saturday. Attended Crystal Reservoir meeting with Senators Bennett's and Hickenlooper's offices and Representative Hurd's office. Councilor Lindsey - Beautification committee met June 4th. Discussed May 31st River Trail maintenance day, and planted flowers in ore carts. The next meeting is on July 2nd.

Councilor Underwood - PARC will not meet due to softball, and OEDC did not have a quorum for their last meeting. Attended Visitor Center dedication.

Mayor Pro Tem Smith - Swiss Village Barbeque on July 17th.

Mayor Funk - attended the Crystal Reservoir meeting and got to preview the legislation.

7. DEPARTMENT REPORTS

a. City Administrator

Report in packet. Councilor Lindsey asked if the \$240,000 would fund the Housing Administrator for two years. Ms. Metteer said it would.

b. Director of Finance and Administration

Ms. Drake presented the financial reports.

c. Information Technology Director

Report in packet.

8. ACTION ITEMS

a. Agreement with Western Slope Rides, LLC, for In-City Transit Services

Councilor Lindsey made a motion to approve the agreement with Western Slope Rides. Mayor Pro Tem Smith seconded the motion. Andy from Western Slope Rides was available to answer questions. Jenny Hart asked if its possible to advertise to the "captive" audience in the shuttle.

Amended motion to approve the agreement with Western Slope Rides LLC, changing the effective date to June 16th. 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

b. Professional Services Agreement - Citadel Security: 4th of July Parking and Road Closures Support

Motion to approve the professional services agreement with Citadel Security. This motion, made by Michael Underwood and seconded by Tamara Gulde, Carried.

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

c. Contract for Collections for Unpaid Municipal Tickets

Motion to approve the contract for collections for unpaid municipal tickets. 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. Engagement Letter with Karp Neu Hanlon, PC for Legal Services

Motion to approve the engagement letter with Karp Neu Hanlon, PC. 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

9. DISCUSSION ITEMS

a. Fellin Park Stage Design and Pricing Update

Council was pleased with the new design concept and price point.

b. Future Agenda Items

10. ADJOURNMENT

Motion to adjourn at 8:06 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:

Michelle Metteer, City Administrator

CERTIFICATION

I, Michelle Metteer, do hereby certify that I am the City Administrator 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, June 2, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, November 3, 2025.

Michelle Metteer, City Administrator



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

Date: November 3, 2025
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: City Council Administration Report

Wayfinding Signage Update

Prototypes of the pedestrian and directory signage have been installed and the City is requesting feedback from the community. QR codes are posted on each of the two signs which link to the feedback form. The community is asked to provide feedback at your earliest possible convenience.

Emergency Operations Training / Evacuation Training

The City's team of Directors attended an Emergency Operations training led by Ouray County Emergency Manager Glenn Boyd. This training reviewed the Ouray County Emergency Operations Plan and the specific roles for each department within the City. A special thanks to Glenn and deputy Emergency Manager Daniel Harris. The City Directors and I look forward to continuing this training during the regional evacuation tabletop exercise being held Nov 3rd.

Chief of Police Hiring

The public meet and greet was held on Thursday, October 23rd at Cassidy's restaurant which turned out to be a great venue for the event. We received over 30 feedback forms and are incredibly appreciative of everyone's time and effort as we go through the process of hiring for a permanent chief of police. The next steps are to confirm with the Council the acceptable response time for the position (which is part of the Chief of Police job description), then make a conditional offer for employment and if accepted, move through the process of executing [Rule 29](#) in line with [CRS 24-33.5-115 \(House Bill 16-1262\)](#) as a best practice and ensuring due diligence.

Uncompahgre Watershed Project (UWP)

I attended the Ironton Fenn Restoration Project overview guided by Dr. Jake Kurzweil, a scientist at Mountain Studies Institute who is working with UWP on projects like the Ironton Fens & Wetlands Restoration. This was a great opportunity to learn more about ongoing restoration work in the region and understanding the valuable role fens play in the greater ecosystem.

School Facility Tour

Superintendent Tod Lokey was kind enough to give me a tour of the Ouray School facilities. I was able to see the original as well as the multiple additions to the original structure. Like most of Colorado's school systems, they are doing so much to benefit the students in the area and it was a pleasure to see some of that work in action.



Public Works October 2025 Update Report for November 3, 2025 Meeting

Water

- Water Usage Numbers for **September**:
 - Influent (Water from spring) – 42,860,076 Gallons
 - Effluent (Water to town) – 18,401,272 Gallons
 - City of Ouray Hydro Plant – 3,059,832 Gallons
 - Mineral Farms – 91,300 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 an inoperable curbstop in the 100 block of 6th Ave.
- Repaired an inoperable curbstop in the 400 block of 4th Ave.
- Multiple water shut off requests for residents leaving town for the winter season.
- Red tags were delivered to customers for nonpayment of water bills, all accounts have been paid for at this time and no water was shut off due to nonpayment.
- A new water tap was installed on N. Pinecrest.
- City staff collected the seventh round of samples from the Uncompahgre River since the new wastewater treatment plant became operational for the measurable 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

- Continue taking wastewater samples on a weekly basis. The new Wastewater Treatment Facility continues to stay in compliance with all of CDPHE permit standards.
- Continue taking wastewater samples for Ouray County Health Department to monitor for Covid. Please reach out to the County Health Department for more information about the program.
- A new sewer tap was installed on N. Pinecrest
- Fencing is currently being installed at the new wastewater treatment facility. We hope to complete this project mid-November.

Streets/Miscellaneous

- Graded roads and pool parking lot as needed.
- Yield to pedestrian signs have been removed from HWY 550 for the winter season.
- Seasonal no parking signs have been installed on HWY 550. Parking is prohibited on HWY 550 for snow removal operations from November 1st through May 1st from 12:00am to 7:00am.
- Worked with Tangram to build and place the mock up wayfinding signs on the corner of HWY 550 and 6th Ave. The signs were put up on October 27th and will remain up for a minimum of a week. The City is looking for your feedback, QR codes are attached to the sign.
- Continued to work on 2025 and 2026 budgeting for public works, water and sewer departments.
- Continued to clean up inside of City yard and City Shop getting organized for the change of season.
- Continue to work with PST Engineering and gathering information for the Ouray Revitalizing Main St project that includes new crosswalks at the horseshoe and by the visitor's center. The goal is to have this project out to bid at the beginning of December 2025. We are waiting on CDOT's review of 95% design.



CITY OF **OURAY** PARKS AND RECREATION

Parks and Facilities

New Parks Entry Signs

The Parks focus group met twice and provided detailed feedback to the design team. We have also utilized the feedback given by council during my 3 council updates. Key discussion points included alignment with the City’s official branding—specifically, color palette, typography, and logo usage—elements previously approved through public input during the community planning process.

While some new comments questioned these brand elements, staff recommends maintaining consistency with the existing City branding to honor prior taxpayer direction and avoid additional design costs.

At this time we do not see a successful path forward to implement any change to our existing signs with the feedback received. We had a significant volume of feedback that spoke to concern with any change, for that reason I recommend we do not move forward at this time. I have spoken to the contractor and they are willing to refund our first payment with the exception of the cost already implemented (design and removal of the hazardous hot springs sign).

Feedback highlights:

- Several respondents requested the word “*Ouray*” on the signs; however, the stakeholder group advised minimal text for clarity and aesthetic balance.
- A majority of respondents (13) preferred the design featuring taller mountains.
- Feedback emphasized cost efficiency. By reusing existing signposts we are implementing this request.
- No consistent feedback trend on color; however, the final design reflects the group’s preference for a more subtle, brand-aligned red tone.
- Change is unappreciated.

Volunteers for Outdoor Colorado (VOC) – Cascade Falls Project

On October 11–12, 60 Volunteers for Outdoor Colorado contributed approximately **700 hours** of labor improving the Cascade Falls Trail. Work included trail delineation, constructing steps, moving boulders and logs, blocking damaging social trails, and planting willows for streambank stabilization



CITY OF
OURAY
PARKS AND RECREATION



Fellin Park

- Irrigation system winterized.
- Removed multiple crabapple trees damaged by bears; additional removals planned, including two in the parking lot.
- Final mow and flower cutbacks completed.
- Tree stumps ground level—many of which had been longstanding.
- **Gazebo repairs:** replaced exterior siding, rotten beams, and deck; painting to be completed in November.

Ice Rink

- Installed new supports for improved stability.
 - Replaced old handrails as needed.
 - Relocated double doors to improve Zamboni access.
 - Installed a new dog waste station near trash receptacles.
-



CITY OF **OURAY** PARKS AND RECREATION

Rotary Park

- Removed brush pile and vegetation behind the Ice Rink.
 - Winterized irrigation system.
-

Women's Park

- Restroom construction completed; power connection scheduled for early November.
 - Irrigation system winterized.
-

Lee's Ski Hill

- Completed preseason cleanup and maintenance checklist.
 - Passed inspection on October 21.
 - Installed straw bales and safety equipment.
-

Box Cañon

- Winterized irrigation system.
 - Retaining wall work scheduled to begin after the facility's seasonal closure on November 3.
-

City Hall Elevator

Otis Elevator continues work on schedule, meeting projected milestones.

Community Center

- Installed snow fence and winterized swamp coolers.
 - Emergency boiler pump replacement completed; an additional pump replacement is scheduled for the Police Department storage area.
 - Garden beds cleaned and prepared for spring planting.
 - Basement cleared of debris and old materials.
-



CITY OF **OURAY** PARKS AND RECREATION

Pool

- Irrigation systems for both the pool area and fishpond winterized.
-

Waterview Landscape

- Partnered with high school volunteers for tree planting (organized by Sean Hart).
 - Removed old trees near the daycare.
 - Public Works cleared drainage culvert in preparation for trail resurfacing.
-

Riverwalk Trail

- Resurfacing completed behind Riverside Resorts.
 - Replaced old gravel with ¼-inch minus trail material.
 - Removed all leftover willow clippings.
-

North End Sign

- Irrigation system winterized and vegetation cut back.
-

Visitor Center

- Irrigation system winterized.
 - Completed flower and landscape cleanups.
 - Cleared maintenance materials from the garage.
-

Main Street

- Removed all flower baskets, flags, and plant materials from ore carts and planters.
 - Adjusted light brackets for Christmas light installation.
 - Cleared vegetation from both flumes and cleaned weeds along the corridor.
-



CITY OF **OURAY** PARKS AND RECREATION

Shuttle Stop Signs

- Assembled and temporarily installed all signage for testing.
 - Signs have been removed and stored pending final installation.
-

Ouray Hot Springs and Fitness Center

Financial Overview

Revenue remains steady compared to the previous year for both September and October.

Maintenance Highlights

- Repaired tiles in hot and overlook pools.
- Replaced broken tiles in men's and women's showers.
- Cleaned depth markers around pools.
- Degreased and power-washed bathhouse floors.
- Rebuilt sand filters with **4,400 lbs of new sand**, filters, laterals, and diffusers.
- Completed successful pool shell stain removal—pools now look refreshed.

Special Events

- The **Floating Pumpkin Patch** was the largest yet, distributing seven bins of pumpkins and raising over **\$250** for the Second Chance Animal Shelter.





CITY OF **OURAY** PARKS AND RECREATION

- The **2026 special events calendar** has been finalized.

Staffing

- One lead guard and two lifeguards resigned; two Customer Service Associates (CSAs) also departed (one for the winter season).
- The Business coordinator position is vacant.
- Two lifeguards promoted to lead positions.
- Recruitment is underway for new lifeguards and CSAs.

Memberships

- All memberships processed within 24–48 hours.
- Fire Department families formally added to the free membership policy (with discounted rates for dependents).

Attendance

Weekday attendance remains lower than usual, while weekends continue to draw strong crowds. Midday averages reach approximately **120 patrons in the water** with **3–4 guards on duty**.

Timestamp	Feedback	Feedback	Your Preference	Overall Feedback
10/16/2025 8:50:04	Looks great! I like the mountain outlines and illustrations.	Looks great! A bit odd that the city logo is on the pole in this one bu	Taller Mountains	
10/16/2025 9:05:13	I like the Abrams ridgeline cutout on top of the pool sign and would like to see it also on the Rotary Park sign. I think the font is too simple	I would change the font to match the logo and put the words "Visito	Taller Mountains	Great ideas. Keep up the good work.
10/16/2025 9:14:55	1. Why metal posts? If you are using wood posts with a metal base detail for the "wayfinding" signs, why change to metal posts for these? 2. The lettering is too "modern". Why use a "modern" font? Is there an emphasis in town now to modernize it? If so, why? Our City is list 3. Why make the tops of the signs different? Move the Mt. Abrams cutout at the bottom of the Rotary Park sign to the top of the sign, like	See comments for both signs previously stated		
10/16/2025 9:17:08	I think you need to keep Ouray (Rotary Park can be made smaller) on the sign and the old one has more character.	Again, I think it needs "Ouray" on the sign.	Taller Mountains	Taller looks better
10/16/2025 9:29:33	The Mt. Abrams Ridgeline is not noticeable. I had to search for it following the directional subtitle	Mt. Abrams profile is noticeable on this one but not really all that ac	Taller Mountains	Not as distinctive or unique or memorable as I hoped. It looks like the main point is to no
10/16/2025 10:24:24	Waste of money	Looks cookie cutter AI generated		Waste of funds
10/19/2025 19:34:39	Ouray is a classic and unique mountain community. I say, keep the original sign. When visiting Ouray for 10 years prior to moving here, it	Same comment as for the Rotary Park sign. Keep the current histor		
10/21/2025 8:29:42	I like how easy the sign is to read. It's different without being distracting.	Easy to read and conveys the necessary information. In the same g	Smaller Mountains	Looks great! Will fit in with the city vibe, but still eye catching.
10/21/2025 8:58:02	Thank you for the opportunity to provide feedback on the proposed new sign designs for Rotary Park and the Hot Springs & Visitor Center While the proposed signs are professional, I feel they present a generic and commercial look that could belong to any town. Ouray is not j I would like to offer some constructive suggestions to help infuse more of Ouray's unique charm into the final designs: Embrace Our Victorian Heritage: The current sans-serif font is modern and clean, but it lacks the character of our town. Could we explore Reflect Our Mining History: The current design's materials feel standard. Incorporating materials like rustic, reclaimed wood, wrought iron Enhance the Mountain Motif: The mountain ridgeline cutout is a great idea. I like that the the silhouette is specific to the iconic and drama Ouray's charm is its greatest asset. The signs that welcome residents and visitors to our landmarks should be a reflection of that charm, r			
10/21/2025 12:42:14	The climbing sign does not need to be removed in the perceived off season. Climbers often climb in the sun during the winter months. If t Can you include "day use area" as one of the activities listed. This would cover all the other activities park such as picnicking and the play		Taller Mountains	
10/21/2025 14:06:41	Do not like the colors and the overall look it has no character as The Original sign does the Idea of the little signs below are fine just do nc	The shape is fine the colors are not ,ugly. Colors Greens ,Blue,white	Taller Mountains	Really do not like the colors, just wrong ,not pleasing.
10/21/2025 19:18:36	These look terrible. They don't embody the look or feel of Ouray, and frankly look like they belong in a gentrified strip mall in Denver. Keep	Read my previous comment.		Neither. They look terrible.
10/22/2025 7:07:27	Consider black powder coated finish for the beams. Also like the mountain cut on top of the sign for the Hot Springs more than this roun	Consider black powder coated finish for the beams.	Taller Mountains	
10/22/2025 8:19:21	Not bad overall, but I hate that you've lost all of the Olde Time-y character and charm, especially with the generic font. Mod is so boring, B	Same +The ridgeline cutout is a nice touch. Not bad overall, but I hate that you've lost all of the Olde Time-y cha	Smaller Mountains	Not bad overall, but I hate that you've lost all of the Olde Time-y character and charm, esp The mountain cutouts above and below are a nice touch.
10/22/2025 11:52:19	This locally made sign does what the city asked it to do. I enjoy how it has locally flavor, incorporating our mountain skyline. The interacti	For some reason I'm less sold on the "snow capped mountains" at t	Smaller Mountains	I actually don't have a preference on the mountain height. It's too hard to tell the differenc
10/22/2025 14:35:43	These signs are a drastic departure from the aesthetic of the current sign, which feels nostalgic, historic, and more in line with the aesthe	Same answer as before		Same answer as before
10/22/2025 20:38:14	I am trying to identify why it feels flat. I like the concept but it feels bland nothing really pops. I don't think it should be bright but maybe a l	I like the mountain on the to border. I am still trying to figure out wh	Taller Mountains	I don't like the logo at all but if it has to be there one is more than enough.
10/22/2025 23:30:07	I think the new proposed signage looks good! Some items to consider:	I think the signage also looks good here	Taller Mountains	Taller
10/23/2025 5:30:01	- "Ouray" is not called out anywhere on any of the signs. Branding is helpful and "Ouray" is the brand, certainly if the public is taking photo - Reverse views are always critical. The amphitheater graphic will be fine on the back side however Abrams cutout at the bottom will be fl - The existing sign has a space that says "open" for the restroom. Should that word be considered on the new layout for passerby folks to - The border on the hanging signs feels overwhelming on the size. I can see that it matches the border width of the main panel though - The mixed case font for the hanging signs may be reconsidered to all upper case due to the "g" in climbing. That panel looks off center - Materials aren't called out on the proof. This might be intentional so folks like me aren't getting nosy, but if it isn't intentional then that is - Here are some minor variations for playing with (it is just a link to a mock up. Not spam.) https://imgur.com/KciWsBr	Some items to consider: - "Ouray" is not called out anywhere on any of the signs. Branding is - Reverse views are always critical. The amphitheater graphic will b - The existing sign has a space that says "open" for the restroom. S - The border on the hanging signs feels overwhelming on the size. I - The mixed case font for the hanging signs may be reconsidered to - Materials aren't called out on the proof. This might be intentional - Here are some minor variations for playing with (it is just a link to :	Smaller Mountains	Taller feels slightly overwhelming, to me.
10/23/2025 9:37:08	Should have the name of the Town - the Logo doesn't do enough. I really do think the old style just needs an update. All the new signs ar	Should have the name of the Town - the Logo doesn't do enough. I	Taller Mountains	Should be more focused on Abrams. The Amphitheatre isn't as well known.
10/23/2025 15:55:12	I like the new signs. It's easy to see ...restrooms etc.	I think all three signs need to be the same.	Taller Mountains	
10/25/2025 8:33:02	I think the sky should be blue. Orange and red are desert colors. We are in the mountains. We should have blues and greens. Also the logc	There is nothing maroon in our landscape. The logo looks more sou	Taller Mountains	Apparently there was a logo designed for Ouray that fits the style of the town better. Wh
10/27/2025 12:43:59			Taller Mountains	Why are the styles inconsistent between the two signs? Visitor Center with mountain reli

Marketing and Communications Director Report

Website

- Created a page on VisitOuray.com for Yule Day

Do Ouray Right

- Visit Ouray for Do Ouray Right – The Governor’s Award for Exemplary Destination Stewardship Initiative. Formerly Governor’s Award for Exemplary Community Tourism Initiative. Celebrates a Colorado community, Tribal nation, or region that has designed and delivered a collaborative program, project, or policy that directly advances the Colorado Tourism Office’s Destination Stewardship Plan. Do Ouray Right engages visitors and residents through ambassador programs, educational tools, and hands-on voluntourism projects that protect natural and cultural resources while promoting responsible tourism.

Newsletters

- Created a newsletter for request for feedback 10/16/25
- City Newsletter – November

Business Assistance/ Collaborations

- Ouray International Film Festival
- Ouray Riverside Resort
- Ouray Wine Festival
- Ouray Ice Climbing Festivals

Police Department




- Meet and Greet materials – social media, newspaper, and newsletter
- Scheduled first responders appreciation posts

Events

- Had our Yule Day meeting at the Wright Opera House
- Created forms and graphics for Yule Day celebrations





970.596.7837 
KRhoten@CityofOuray.com 
VisitOuray.com 

VISIT OURAY / COMMUNICATIONS

Media




- Applied for Visit Ouray to do a social co-op with the Colorado Tourism Office for the winter season
- Accepted into the Winter FY26 Co-Op Program with the Colorado Tourism Office. We are investing \$11,000 and the state is matching it with \$13,500
- Submitted stories to the Colorado Tourism Office for winter: Stay Two Nights, Get the Third Night Free, Celebrate Yule Day & Ouray's 150th Birthday, 31st Annual Ouray Ice Festival, 6th Annual Winter Wine Festival, All In Ice Fest, Paradox Ice Festival, Ouray 150/150 Drone Show Celebration, and Ouray International Film Festival Sabbaticals.
- Helped supply photos and reviewed a story that will go out to 700,000 people in Colorado Country Life Magazine. It will highlight winter time here in Ouray and will be published in December.
- Uploaded new fall photo content and made edits as needed for media quality content. Thank you to Ventana Media for being our photographer, San Juan Scenic Jeep Tours, and our local models.
- Created a winter pitch sheet for the media to receive prior to our meetings in Boulder, Colorado
- Shared Ice Climbing information with a writer with New York Times on a story on introductory to ice climbing
- Ouray was a featured story in Face of America Magazine. This is a digital only magazine and is also available on inflight entertainment in selected airlines, such as Fly Dubai, Lufthansa, Austrian Airlines, American Airlines, and Euro Wings.

Visitor Center

- Staff appreciation dinner
- Held monthly staff meeting
- Designed and ordered Santa's Postcards for the Santa mailbox program
- Guest Service Manager attended the Visitor Services Summit
- Created and ordered postcards for our postcard program
- EmmaGrace attended Governor's Conference at joined the following sessions: Visitor Services Summit, Working towards a more accessible community, Counting what counts: The science of Measuring Destination Stewardship Success in Colorado, Beyond the buzz: Turning Responsible AI strategies into Practice
- Hired EmmaGrace as the Guest Services Manager
- Handed out trick or treat street window clings





970.596.7837 
KRhoten@CityofOuray.com 
VisitOuray.com 

VISIT OURAY / COMMUNICATIONS

Non-Project Based Updates

- Met with DOLA for the Main Street Managers meeting
- Colorado Main Street - Community Quarterly Reporting
- Hosted 7 FAM Travel Trade Operators (Canada, Mexico, Germany, Australia, France, Ireland)
- Emergency Operations Response Training
- Scheduled parks sign feedback
- Created three different feedback forms for the different signage projects happening
- Gave feedback for the river sign project with the Colorado West Land Trust
- Conducted four interviews for the City and Tourism Media Manager position



ORDINANCE NO. 4 (Series No. 2025)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REPEALING AND REPLACING WATER and SEWER RATES FOR 2026

WHEREAS, the City of Ouray (City) finds it necessary to increase the water base rate and sewer base rate; and

WHEREAS, the City finds it can maintain the 2025 rates for the water system upgrade surcharge and waste water treatment surcharge due to the revenues from the Excise Tax on short-term rentals; and

WHEREAS, the water, sewer, and refuse/recycling service fees will not change.

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

SECTION 1:

Chapter 9, Section 10, Subsection C, paragraphs 1 and 2 of the Municipal Code of the City of Ouray, Colorado, are repealed and replaced as follows:

1. Water Base Rate is \$51.52 per month per EQR.
2. Sewer Base Rate is \$65.91 per month per EQR.

SECTION 3: Effective Date

The provisions of this Ordinance shall become effective on January 1, 2026

SECTION 4: Savings Clause

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

SECTION 5: Severability

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

INTRODUCED, READ, APPROVED AS INTRODUCED AND ORDERED
PUBLISHED on first reading by _____ vote of the Ouray City Council, this 3rd day
of November, 2025.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Michelle Metteer, City Administrator

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of
the Ouray City Council, this 17th day of November, 2025.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Michelle Metteer, City Administrator

CERTIFICATE OF ATTESTATION

I, Michelle Metteer, Ouray City Administrator, hereby certify that Ordinance No. 4
(Series No. 2025), was introduced, read, passed on first reading on November 3, 2025.
The Ordinance was published, by title and summary, in the *Ouray County Plaindealer*
on November 6, 2025, and thereafter introduced, read, and adopted by the Ouray City
Council on November 17, 2025, and thereafter published in the *Ouray County*
Plaindealer as required by law.

Michelle Metteer, City Administrator

Proposed 2026 Monthly Utility Rate Changes								10/28/2025
								2nd Draft
Line Item	GL#	2021 Rate	2022 Rate	2023 Rate	2024 Rate	2025 Rate	2026 Rate	Notes
Water EQR	20-40-4050	32.05	33.98	36.70	38.90	44.80	51.52	15% Increase (loan covenant, COLA, Utilities, Chems)
Water Debt SC - Water Tank	20-40-4059	1.87	1.87	1.87	0.00	0.00		General Fund Repayment Complete in 2023
Water System Upgrades	28-40-4320	14.00	20.00	21.05	21.05	17.30	17.30	No Change
Sewer EQR	23-40-4050	50.84	53.90	58.21	58.21	59.38	65.91	11% Increase (loan covenant, COLA, Utilities, Chems)
WWTP	28-41-4330	24.13	34.00	45.78	56.74	54.59	54.59	No Change
Refuse	25-40-4040	21.74	22.50	26.23	32.04	32.68	32.68	No Change
Recycling	25-41-4040	8.87	9.18	10.70	6.75	6.89	6.89	No Change
Refuse/Recycle Service Charge	25-40-4060	1.50	2.00	2.25	2.25	2.25	2.25	No Change
Water Service Charge	20-40-4060	1.50	1.50	1.75	1.75	1.75	1.75	No Change
Sewer Service Charge	23-40-4060	1.50	1.50	1.75	1.75	1.75	1.75	No Change
Total		158.00	180.43	206.30	219.44	221.39	234.64	
	\$ Increase		22.43	25.87	13.14	1.95	13.25	

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “**SaaS Agreement**”), dated _____ (the “**Effective Date**”), is by and between Concept3D, Inc., a Delaware corporation (“**C3D**” or “**Licensor**”), and Town of Ridgway, and City of Ouray (“**Client**” or “**Licensee**”). C3D and Client are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, C3D desires to provide software as a service license(s) to Client, as set forth in such Statement of Work (the “**SOW**”).

WHEREAS, C.R.S. § 29-1-201, *et seq.* and Article XIV, Section 18 of the Colorado Constitution authorize and encourage local governments to cooperate by contracting with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units.

WHEREAS, Client desires to contract with C3D as set forth in this SaaS Agreement and exhibits.

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

1. Contract Documents; Order of Precedence. The following documents are integrated and shall consist of the following list of contract documents, the foregoing, together, this “**Contract**”. In the event of a conflict or inconsistency between the following documents, the conflict or inconsistency shall be resolved in favor of the following document in order of precedence (i.e., first to this SaaS Agreement, then to Exhibit 1, then to Exhibit 2, and then to sequential exhibits, if any).
 - a. This SaaS Agreement,
 - b. Exhibit 1 - C3D Terms and Conditions, attached and incorporated herein, and
 - c. Exhibit 2 - SOW, template attached and executed version incorporated herein.
2. Scope of Work. The Parties agree that C3D shall perform certain services (the “**Services**”) in accordance with the terms of this Contract. The Parties shall agree upon and execute a written SOW, the form of Exhibit 2, which will specify the Services to be performed, the term, and the fees to be paid thereunder. Each executed SOW shall be incorporated in this Contract herein by reference.
3. Term of this Contract. This Contract shall commence on the Effective Date of this SaaS Agreement and will continue until the latest termination or expiration of any SOW incorporated into this Contract, subject to the appropriation and availability of funds as stated in paragraph 8, below. The anniversary date, for the purposes of any SOW for Services, will be based on such SOW’s applicable effective date.
4. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or other digital transmission of this signed Contract bearing a signature on behalf of a Party shall be legal and binding on such Party. Each Party agrees that electronic signatures may be used in lieu of hand signatures in the execution of this Contract.
5. Entire Contract; Modifications. This Contract supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Contract shall be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver.

6. No Additional Terms; No Waiver. Any other terms and conditions on a purchase order, invoice or similar document conflicting, or in addition to, the terms and conditions of this Agreement, or its exhibits, shall be void and of no force or effect. The parties agree that such additional terms and conditions will be deemed rejected in their entirety, even if such additional terms and conditions, or any part thereof, requires an affirmative “acceptance,” performance of service, or delivery of product. A party’s failure to object to any additional provisions contained in either party’s purchase order, invoice or similar document shall not be deemed a waiver of the terms of this Agreement under any circumstances. Notwithstanding the foregoing, the Parties may enter into Statements of Work or renewed Statements of Work pursuant to this SaaS Agreement without signing such documents, provided, the Parties demonstrate their acceptance of such new terms and conditions contained in the applicable Statements of Work in any written form or by performing under the new or renewed Statement of Work.
7. No Conflict. Neither the execution, delivery, nor performance of this Contract will conflict with or violate any other agreement, license, contract, instrument or other commitment or arrangement to which either Party is a party or is bound.
8. Appropriation Required
This Agreement shall NOT be construed to constitute a debt of the Client beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Client.
9. Governmental Immunity: No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.
10. Duly Authorized. Each Party’s execution, delivery and performance of this Contract has been duly authorized by all appropriate corporate action and this Contract constitutes a valid, binding and enforceable obligation. Any person authorizing an unsigned Statement of Work pursuant to Section 6 above shall be deemed to be authorized to do so, and such Statement of Work shall be a valid, binding and enforceable obligation.
11. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

If C3D:

Concept3D, Inc.
Attention: Gordon Boyes
1800 Wazee Street, Ste 300
Denver, Colorado 80202
Tel: (303) 569-4181
E-mail: inquiries@concept3D.com

with a copy to (which shall not constitute notice to C3D):

Berg Hill Greenleaf & Ruscitti LLP
Attn: Pat Perrin
1712 Pearl Street
Boulder, CO 80302
Tel: (303) 402-1600
Email: pkp@bhgrlaw.com

If to Client:

Town of Ridgway, Colorado
P.O. Box 10
Ridgway, Colorado 81432
Attn: Tera Wick
E-mail: twick@town.ridgway.co.us

IN WITNESS WHEREOF, the parties have caused this SaaS Agreement to be executed by their undersigned duly authorized representatives as of the Effective Date.

LICENSEE

Town of Ridgway

LICENSOR

Concept3D, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LICENSEE

City of Ouray

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

C3D TERMS AND CONDITIONS

1. Definitions.

- a. “C3D” shall have the meaning in the SaaS Agreement, Preamble.
- b. “C3D Indemnitees” shall have the meaning in Section 9(b).
- c. “Client” shall have the meaning in the SaaS Agreement, Preamble.

- d. **“Client Indemnitees”** shall have the meaning in Section 9(a).
- e. **“Client Materials”** means all proprietary or confidential content, information, images, content, data, software, creative works, and other materials that are provided by Licensee to Licensor.
- f. **“Confidential Information”** means any and all technical, business, client or proprietary information disclosed by one Party (the **“Disclosing Party”**) to the other Party (the **“Receiving Party”**), directly or indirectly, including, but not limited to, information regarding the Disclosing Party’s business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists and information regarding the Disclosing Party’s employees, clients, vendors, consultants and affiliates regardless of whether such information is marked “confidential” or some other proprietary designation, but which by its nature is information that would reasonably be considered to be confidential information of the Disclosing Party. In the case of C3D, Confidential Information includes the Software source code. In the case of Client, Confidential Information includes all Client Materials and any information relating to Client’s users.
- g. **“Contract”** shall have the meaning in the SaaS Agreement, Section 1.
- h. **“Documentation”** shall mean the specifications, user guides, on-line support, and other materials for the Software made available by Licensor to Licensee in written or electronic form.
- i. **“Effective Date”** shall have the meaning in the SaaS Agreement, Preamble.
- j. **“Fees”** means the total amounts payable as more particularly described on such SOW.
- k. **“Force Majeure Event”** shall have the meaning in Section 16(e).
- l. **“License”** shall have the meaning in Section 2(a).
- m. **“Licensee”** shall have the meaning in the SaaS Agreement, Preamble.
- n. **“Licensor”** shall have the meaning in the SaaS Agreement, Preamble.
- o. **“Losses”** shall have the meaning in Section 9(a).
- p. **“Non-Force Majeure Party”** shall have the meaning in Section 16(e).
- q. **“Parties”** shall have the meaning in the SaaS Agreement, Preamble.
- r. **“Party”** shall have the meaning in the SaaS Agreement, Preamble.
- s. **“SaaS Agreement”** shall have the meaning in the SaaS Agreement, Preamble.
- t. **“Services”** shall have the meaning in the SaaS Agreement, Section 2.

- u. “**Software**” means the computer program(s) listed on such SOW, and updates, Standard Enhancements, translations, modifications and derivatives of the Software as may be supplied by Licensor during the SOW Term.
- v. “**SOW**” shall have the meaning in the SaaS Agreement, Recitals.
- w. “**SOW Term**” means the calendar period specified in the SOW and any renewal periods as subsequently elected by and paid for by Licensee.
- x. “**Standard Enhancement**” means any enhancement of the hosted program or revision to the documentation that Licensor makes on its own initiative and that Licensor makes available to its customers generally, without charge.
- y. “**Supplemental Services**” shall have the meaning in Section 14(d).
- z. “**Unsupported Activity**” means any activity relating to the drafting, planning, development, or implementation of any materials, documents, policies, procedures, guidelines, guidance, or standards relating to any one of the following: (1) emergencies, including without limitation, any natural or man-made disaster, building evacuation routes, medical emergency response plans, first-responder access, police access, fire department access, or medical access; (2) design or construction activities; (3) determining compliance with any Federal or state law, including without limitation, the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (“**ADA**”); (4) use of the Software on any kiosk, touch screen or public computing station; or (5) the dissemination to any third party of any information relating to the foregoing.

2. The Software and License.

- a. License Grant. C3D hereby grants to Client, and Client hereby accepts from C3D, a non-exclusive, revocable, non-sublicensable, non-transferable, non-assignable license (“**License**”) to use the Software and Documentation during such SOW Term.
- b. Access and Use Rights. Client will be responsible for providing its own Internet access to the Software. C3D may specify reasonable procedures in the Documentation according to which Client, and end users, may establish and obtain such access to and use of the features and functions of the Software through the Internet, including, without limitation, provision of any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures.
- c. Limitations on Use of Software and Documentation. Except as otherwise provided in this Contract, Client will not: (i) sell, rent, lease, sublicense or otherwise transfer or distribute the Software or Documentation or any copies of the Software or Documentation; (ii) modify, translate, reverse engineer, decompile or disassemble the Software; (iii) create or prepare derivative works based upon the Software; (iv) create any copy of or “mirror” the Software; or (v) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Software or Documentation.
- d. Notification of Unauthorized Use. Client agrees to notify C3D, within a commercially reasonable time period, of the unauthorized possession, use, or knowledge of any component of the Software to which Client is given access under this Contract and of other information made available to Client under this Contract, by any person or organization not authorized by this Contract to have such possession, use or knowledge. Client will promptly furnish full details of

such possession, use or knowledge to C3D, will assist in preventing the recurrence of such possession, use or knowledge, and will cooperate with C3D in any litigation against third parties deemed necessary by C3D to protect its proprietary rights. Client's compliance with this Section shall not be construed in any way as a waiver of any right by C3D to recover damages or obtain other relief against Client for any act or omission which may have resulted in the unauthorized possession, use or disclosure.

e. Accuracy of Client Materials. Client is solely responsible for the accuracy of any Client Materials supplied to C3D.

f. Unsupported Activity. The Software has been designed for use with personal computers and hand-held devices. Licensor does not represent or warrant that the Software will function as intended or be ADA compliant when used on any other devices, including kiosks or public computing stations. Such use is an Unsupported Activity as provided herein.

3. Termination.

a. Material Breach. Either Party may terminate this Contract or any SOW in the event of a material breach by the other Party of this Contract or the applicable SOW, respectively, if such misrepresentation or breach remains uncured to the reasonable satisfaction of the non-defaulting Party for thirty (30) days after delivery of written notice of such breach by the non-defaulting Party to the defaulting Party.

b. Bankruptcy. Either Party will have the right to terminate this Contract by providing written notice to the other Party upon the occurrence of any of the following events, but only to the extent such events are not dismissed within 120 days from the date such events first occurred: (i) a receiver is appointed for the other Party; (ii) the other Party makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (iii) the other Party commences or has commenced against it, proceedings under any bankruptcy law; or (iv) the other Party ceases to do business.

c. Effects of Termination. Except as expressly set forth otherwise in this Contract, upon termination of this Contract, and applicable SOWs: (i) the licenses and rights granted hereunder will be terminated and Client will immediately cease using the Software, Documentation, and C3D's Confidential Information, (ii) the Software (and associated hosting and support Services) will cease to be accessible to Client or to its end users, (iii) upon the Disclosing Party's written request, the Receiving Party will immediately return all Confidential Information to the Disclosing Party, and (iv) Client will pay, or C3D will refund a pro-rata amount (e.g., with respect to pre-paid amounts and credits) as applicable, all accrued fee or credits within thirty (30) days of the invoice or the date termination occurred, whichever is earlier.

4. Fees and Payments. Client shall pay to C3D the Fee(s) in accordance with the payment terms and fee schedule specified in the applicable SOW. The parties agree that the Town of Ridgway shall serve as the fiscal agent for the Client for administrative convenience only and will pay all invoices received by C3D and then invoice the City for their respective shares under this Contract. Notwithstanding the foregoing, the Town of Ridgway and the City of Ouray (collectively, the 'Client Parties') shall remain jointly and severally liable for all amounts due to C3D under this Agreement, and delivery of any invoice to the Town of Ridgway shall constitute delivery to all Client Parties. All payments will be made in United States dollars. All such fees will be due and payable within 30 days of receipt of any applicable invoice. C3D reserves the right, upon seven (7)

days' advance written notice to Client, to suspend operation of Software or Services should Client fail to make full payment upon the date said payment is due. C3D, at its sole discretion, may charge interest, not exceeding one and one half percent (1-1/2%) per month or fraction thereof or eighteen percent (18%) per year, for Client's failure to make any payment in a timely manner.

5. Tax Exempt. The Client is exempt from federal excise taxes and from State and local sales and use taxes. The Client shall not be liable for the payment of any excise, sales, of use taxes imposed on C3D. A tax exemption certificate will be made available upon C3D's request. C3D shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that C3D may wish to have in place in connection with the Contract.

6. Confidentiality and Data Security.

a. General. During the Term of this Contract and thereafter, each Party will treat as confidential all Confidential Information of the other Party, will not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, will implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of the other Party's Confidential Information and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such Party under this Contract, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the Parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Contract, but in no event less than reasonable care. Except as expressly authorized in this Contract, neither Party will copy Confidential Information of the other Party without the Disclosing Party's prior written consent.

b. Exclusions. Except as otherwise provided below, Confidential Information will not include, or will cease to include, as applicable, Confidential Information that the Receiving Party can document and prove: (a) is or becomes generally available to the public through no improper action or inaction by the Receiving Party; (b) was known by the Receiving Party or in the Receiving Party's possession prior to receipt of the Disclosing Party's Confidential Information as shown by the Receiving Party's business records kept in the ordinary course; (c) is disclosed with the prior written approval of the Disclosing Party; (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and provided that the Receiving Party can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development; or (e) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Contract by the Receiving Party and otherwise not in violation of the Disclosing Party's rights. The exclusions in this section will not apply with respect to End User Data, or any other personal or private data that requires protection under applicable laws or regulations.

c. Court Order. The Receiving Party may disclose Confidential Information of the other Party only pursuant to the order or requirement of a court, administrative agency, or other governmental body and only provided that the Receiving Party provides prompt, advance written notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the Disclosing Party, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose. Confidential Information so disclosed will continue to be deemed Confidential Information as between the Parties hereto.

d. CORA. The Parties understand and recognize the application of the Colorado Open Records Act (C.R.S. § 24-72-200 et seq.) ("CORA") to the Contract. Any disclosure of Confidential Information pursuant to CORA shall not constitute a violation of the Contract.

e. Remedies. If either Party breaches any of its obligations with respect to confidentiality or unauthorized use or disclosure of Confidential Information hereunder, the other Party is entitled to seek equitable and injunctive relief in addition to all other remedies that may be available to protect its interest.

f. Return. Upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy, at the Disclosing Party's option, all tangible copies of the Disclosing Party's Confidential Information.

7. Intellectual Property.

a. Title of Software. Title and all proprietary rights to the Software (and any copies thereof), the Documentation (and all copies thereof ,whether in electronic or printed form), and the Services (and all proprietary rights and any inventions developed as a result of the Services therein) shall at all times remain with C3D.

b. Client Materials. Client shall own all rights, title, and interest in and to all Client Materials.

8. Independent Contractor. The parties agree that C3D shall be an independent contractor and shall not be an employee, agent, or servant of the Client. C3D is not entitled to workers' compensation benefits from the Client and is obligated to pay any applicable federal and state income tax on any money earned pursuant to this Contract.

9. Indemnification and Limitation of Liability.

a. By C3D. C3D shall indemnify, defend and hold harmless Client and its officers, directors, employees, consultants, representatives, and agents (collectively, the "**Client Indemnitees**"), from any and all losses, injuries, harms, costs or expenses, including without limitation, reasonable attorney's fees (collectively, "**Losses**"), incurred by any Client Indemnitee in connection with any claim, suit or action brought by a third party arising from (a) the material breach of this Contract by C3D, (b) the gross negligence or intentional misconduct of any C3D Indemnitee (as defined herein), and (c) the infringement of intellectual property in products or services provided under this Contract.

b. By Client. The Client shall not indemnify C3D or its officers, directors, employees, consultants, representatives, or agents (collectively, "**C3D Indemnitees**").

c. Procedure. Any Party seeking indemnity hereunder shall (a) give prompt written notice to the indemnifying Party of any third party claim for which indemnification is sought, (b) permit the indemnifying Party to assume full responsibility to investigate, prepare for and defend against such claim, (c) reasonably assist the indemnifying Party, at the indemnifying Party's reasonable expense, in the investigation of, preparation for and defense of such claim, and (d) not compromise or settle such claim without the indemnifying Party's prior written consent. Notwithstanding the foregoing, an indemnifying Party will not settle a claim in such a way as to require an admission of wrongdoing or negligence on the part of any other Party, or incur a financial obligation on behalf

of any other Party, without such other Party's written approval, which approval will not be unreasonably withheld, delayed, or conditioned.

d. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, MULTIPLIED, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUES. IN NO CASE SHALL THE AGGREGATE LIABILITY OF C3D EXCEED TWO TIMES THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE TO C3D IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM(S).

10. Accessibility Indemnification. "C3D shall use commercially reasonable efforts to comply with applicable provisions of C.R.S. §§ 24-85-101, et seq., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to C.R.S. § 24-85-103(2.5). In the event the Client reasonably believes any Work Product does not conform to such standards, Client shall provide written notice to C3D specifying the non-conformance, and C3D shall have a reasonable period of not less than thirty (30) days to cure such non-conformance. C3D shall not be liable for, and expressly disclaims, any indemnification obligations relating to accessibility compliance except to the extent directly caused by C3D's failure to use such commercially reasonable efforts."
11. Accessibility. C3D shall use commercially reasonable efforts to ensure that the Work Product provided under this Contract is designed to conform to applicable provisions of C.R.S. §§ 24-85-101, et seq., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to C.R.S. § 24-85-103(2.5), as well as with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG) to the extent commercially reasonable. In the event that the Client reasonably determines the Work Product does not substantially conform to such standards, Client shall provide written notice to C3D specifying the non-conformance, and C3D shall have a reasonable period of not less than thirty (30) days to cure.
12. Warranty. C3D warrants that during the term of the Contract, the Software shall materially conform to the specifications set forth in the Documentation. In the event of any non-conformance of such Software to the specifications, Client shall promptly notify C3D and provide C3D with information that allows C3D to investigate the claimed error. C3D's sole obligation and Client's exclusive remedy under this warranty shall be limited to C3D using commercially reasonable efforts to promptly correct such defects or, in C3D's sole discretion, terminating this Contract and refunding any prepaid license fee paid by Client. C3D's warranty obligations shall be void if the Software is modified by anyone other than C3D. **THE FOREGOING WARRANTY IS GIVEN IN LIEU OF, AND C3D HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEMS INTEGRATION AND NONINFRINGEMENT. CLIENT EXPRESSLY ACKNOWLEDGES THAT BECAUSE OF THE COMPLEX NATURE OF COMPUTER SOFTWARE, C3D CANNOT AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.**
13. Insurance. C3D will maintain, at its sole cost and expense, the minimum valid, effective and collectible insurance of the following types and minimum coverage amounts:
 - a. Workers' Compensation. Workers' compensation or qualified self-insurance in compliance with the requirements of each state in which the Services are to be performed.

- b. Commercial General Liability. Commercial general liability insurance providing coverage on an occurrence form basis and includes coverage for medical expenses, products liability, advertising injury, and damages to rented property. The insurance will have limits of not less than \$1 million for each occurrence and \$2 million annual general aggregate.
 - c. Auto Liability. Auto Liability insurance with a limit of liability of not less than \$1 million for any accident.
 - d. Umbrella Liability. Umbrella Liability insurance with a limit of not less than \$2 million for each occurrence and \$2 million in aggregate.
 - e. Cyber/Media Liability. Cyber and Media Liability with a limit of not less than \$1 million for each claim and \$1 million in aggregate.
14. Maintenance and Support.
- a. Maintenance. C3D has the sole right and responsibility to maintain and update the Software. In connection with such maintenance and update, Client shall provide C3D any testing assistance that C3D may reasonably request.
 - b. Standard Enhancements. C3D reserves the right, as reasonably necessary or convenient for C3D's own purposes or to improve the quality of the Software, to change access procedures, types of equipment utilized in the C3D computing environment, system interfaces, operating and other system and network software, utilities, and database software, and to implement Standard Enhancements to the Software. Whenever practicable, C3D shall give Client advance notice of the scheduled implementation of any Standard Enhancement.
 - c. Access Interruptions. Client acknowledges and agrees that in order for C3D to perform the maintenance services set forth herein, C3D may be required from time to time to interrupt Client's ability to access the Software.
 - d. Supplemental Services. If C3D provides Client with certain limited services or equipment outside the scope of Services or on an emergency basis ("**Supplemental Services**"), C3D shall notify Client of the fees for any Supplemental Services requested by Client and obtain Client's approval prior to providing such services. In the event C3D reasonably determines that Supplemental Services are required on an emergency basis through no fault of C3D, C3D may provide such reasonable services without the consent of Client at Client's expense.
15. Third-Party Products. From time to time, C3D may offer third party applications, data and services integrated with its Software and Services (for example, payment processing). C3D is not responsible for any third party applications or integrations and Client agrees that C3D shall not be liable, or otherwise responsible, for the accuracy, performance, reliability, availability or any other feature, failure or damage caused by any third party service, plugin, software, platform or other functionality that is not directly supplied by C3D. Each such third party service, platform, software or plugin may contain additional terms and conditions. Client agrees that if it is damaged or has any issue with such third party service, platform, software or plugin, it will contact the vendor/supplier of that third party service, platform, software or plugin directly and will seek all remedies directly with such third party vendor/supplier.

16. General.

a. Governing Law and Venue. This Contract and the rights and obligations of the Parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles. Venue of any lawsuit involving this Contract will exist exclusively in, and the Parties hereby consent to the jurisdiction of, the state and federal courts in Ouray County, Colorado.

b. Assignment. Neither Party may assign, or transfer any rights or obligations under, this Contract without the other Party's prior written consent. Any assignment in violation of this Contract will be null and void from the beginning. This Contract benefits and binds the Parties and their respective successors and permitted assigns.

c. Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future state or federal laws or rules and regulations promulgated thereunder effective during the term hereof, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

d. Waiver. No waiver of any provision of this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed to be or be construed as a further or continuing waiver of any such provision in any other instance, or of any other provision or condition of this Contract.

e. Force Majeure. If any Party is affected by any event beyond its reasonable control, including without limitation (a) fire, explosion, flood or other act of God, (b) acts, regulations or laws of any government, (c) war, terrorist acts or civil commotion, (d) failure of public utilities or common carriers, or (e) pandemic or epidemic (a "**Force Majeure Event**"), such Party shall not be liable in connection with this Contract to the extent affected by such Force Majeure Event; provided such Party gives prompt written notice to the other Party (the "**Non-Force Majeure Party**") of the Force Majeure Event and such affected Party exercises all reasonable efforts to eliminate the effects of the Force Majeure Event on this Contract as soon as possible. If any Force Majeure Event continues for a period longer than 90 days, the Non-Force Majeure Party may terminate this Contract upon written notice to the other Party.

f. Relationship of Parties. It is expressly agreed that the relationship between C3D and Client shall not constitute a partnership, joint venture or agency. Neither C3D nor Client shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of the other Party to do so.

g. Publicity. Except as required in the execution of the Services, neither Party shall use the name of the other Party or the names of the employees of the other Party in any advertising or sales promotional material or in any publication without prior written permission of such Party.

[End of Document]

Concept3D Statement of Work
Localist Events

This Statement of Work (this “**SOW**”), effective as of _____ (“**SOW Effective Date**”), is by and between Town of Ridgway and City of Ouray, (“**Client**” or “**Licensee**”), and Concept3D, Inc., a Delaware corporation (“**Licensor**” or “**C3D**”), pursuant to the terms of the Contract entered into between both parties, dated as _____. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Contract.

1. **SOW Term:** The SOW term is 36 months from the SOW Effective Date (the “**SOW Term**”). Client is committing to payment of the Fees for the full term of the Contract. The SOW term will automatically renew for an additional one-year, unless 30 days written notice is provided to the Licensor prior to termination, and subject to the appropriation and availability of funds by the Client. Licenses will expire upon any expiration or termination of the Contract or this SOW, whichever occurs earlier.
2. **Fees:** The “**Fees**” include the Annual Fee, the Overage Fee (if applicable), and Setup Fee (if applicable), the Change Fee (if applicable), and the Register Fees (if applicable). Except as described in the Contract, all Fees are non-refundable.
 - a. Annual Fee: The annual subscription fee (the “**Annual Fee**”) is the following:
 - i. Year 1: \$15,575
 - ii. Year 2: \$14,254
 - iii. Year 3: \$14,933
 - b. Overage Fee: All overages in excess of allotted pageview usage will be billed at the end of the annual term. If Licensee exceeds the below pageviews a year, an additional 50,000 annual pageviews may be purchased for \$550.
 - i. Localist Events: allotted 250,000 Pageviews
 - c. Start-up Fee: The initial start-up fee (the “**Setup Fee**”) is \$0.
 - d. Change Fee. If Licensee desires to modify the Services to be performed hereunder, Licensee shall notify Licensor in writing of such modifications. Promptly following Licensor’s receipt of Licensee’s written notice, Licensor shall submit a written change order proposal to Licensee. Such change order proposal shall include, among other items, an estimate of additional charges to Licensee, if any, and any expected impact the change will have on the scheduled date(s) for completion of such Services and/or Deliverables. On Licensee’s written approval of the change order proposal, the change order proposal will become a part of this SOW. No change to this SOW shall be binding on the parties unless the change is embodied in a writing that has been signed by an authorized representative of each party.
 - e. Register Activity and Fees.
 - i. Register Activity. Certain Services provided by C3D include the provision of a branded event content management platform (the “**Register Platform**”) with features that enable

Licensee to provide or sell tickets to events, or otherwise collect payments from users (such activities, “**Register Activity**”). Licensee is solely responsible for any Register Activity, and compliance with any laws or regulations related thereto, C3D is not liable for Licensee’s Register Activity use, including any related events, promotions, or ticket sales.

ii. Register Payment Processor Fee. To accept payments from Users in connection with Register Activity, Licensee may integrate the Register Platform with third party payment processors (“Register Payment Processors”). Licensee’s relationship with such Register Payment Processors is governed by those Register Payment Processors’ terms and policies. C3D doesn’t control and isn’t responsible for any Register Payment Processors, or for any transaction you may enter into with or through any Register Payment Processors. In addition to any fees assessed by any Registered Payment Processors, C3D will assess a ticket processing fee at 3.4% + \$1.49 per ticket, which may be modified from time to time in C3D’s sole discretion with prior written notice to Licensee.

3. **Services:** The following services (the “**Services**”) will be provided by Licensor to Licensee pursuant to this SOW and during the SOW Term.

Localist Events					
Events Base Package	X	Developer Theming	<input type="checkbox"/>	Branding Setup	<input type="checkbox"/>
Bulletin Outreach w/ SMS	X	Feed Sync Upgrade	<input type="checkbox"/>	Managed Updated - Events	<input type="checkbox"/>
Additional Channels	<input type="checkbox"/>	Additional Events Units	<input type="checkbox"/>	Events API Access	<input type="checkbox"/>

Localist Events

Feature	Description of Product & Services	Licensee Material
Localist Events	<p>Localist Events account creation of:</p> <ul style="list-style-type: none"> Public Facing Event Calendar Cloud Hosted Solution Event Management Content Management System (Admin Dashboard) Up to 5 Channels Users/Roles Management 1 Feed Sync Time (Overnight) Default Widgets CNAME Single Sign On Custom Styling/Branding Register Ticket Registration (paid events are subject to additional fees) <p>Implementation Includes:</p> <ul style="list-style-type: none"> 2 Scheduled virtual training sessions dedicated to Localist Events 	<ul style="list-style-type: none"> Licensee to define CNAME URL Licensee is responsible for all content required during setup. This includes, but is not limited to, adding Events, Filters, Groups/Places, Channels, Widgets, Branding Resources, and Settings.
Bulletin Outreach w/ SMS	Send unlimited promotional emails for events	

	<p>Send up to 50,000 SMS messages to opted-in users that provide their phone number.</p> <p>Additional SMS messages can be purchased.</p>	
--	-------------------------------------------------------------------------------------------------------------------------------------------	--

4. **Review and Testing of Deliverables.** Upon Licensor’s delivery of each Deliverable, Licensee shall review and, if appropriate, test such Deliverable to determine whether it conforms to the specifications, and to otherwise determine whether the Deliverable meets Licensee’s requirements as specified in this SOW. Licensee shall report to Licensor any failure of a Deliverable to conform to the specifications (“**Non-Conformities**”), as well as any other problems or concerns that Licensee may have concerning the Deliverable (“**Other Problems**”), within 10 days following Licensor’s delivery of such deliverable.
5. **Revisions to Deliverables.** Licensor shall promptly remedy all Non-Conformities reported by Licensee in writing at no cost to Licensee. Licensor reserves the right to treat any Other Problems reported by Licensee as a request for modification of the Services to be performed by Licensor, and to handle such request in accordance with the provisions of Section 4. Upon Licensor’s revisions to the deliverable to address all Non-Conformities reported by Licensee and any Other Problems that Licensee and Licensor have agreed that Licensor will correct, Licensor shall provide the revised deliverable to Licensee, whereupon Licensee shall review and, if appropriate, test the revised deliverable in accordance with the provisions of Section 4.
6. **Acceptance of Deliverables.** With respect to each deliverable, the process described in Sections 4 and 5 shall be repeated until Licensee accepts or finally rejects the deliverables in its reasonable discretion.
7. **No Additional Terms; No Waiver.** Any other terms and conditions on a purchase order, invoice or similar document conflicting, or in addition to, the terms and conditions of this Statement of Work, or its exhibits, shall be void and of no force or effect. The parties agree that such additional terms and conditions will be deemed rejected in their entirety, even if such additional terms and conditions, or any part thereof, requires an affirmative “acceptance,” performance of service, or delivery of product. A party’s failure to object to any additional provisions contained in either party’s purchase order, invoice or similar document shall not be deemed a waiver of the terms of this Statement of Work under any circumstances.
8. **Co-marketing Pricing:** As consideration for preferred pricing, Licensee will agree to the following marketing and publicity requirements:
 - a. Licensee will serve as a reference for Concept3D, this includes Licensee's name on Licensor reference lists and/or interviews between Licensee and prospective clients of Licensor.
 - b. Cooperate with Licensor in developing one case study concerning the use of Licensor software and the software's effectiveness in achieving desired results. Licensee agrees to reasonably assist Licensor with data, use case information, and specific details on software usage at Licensee's institution.
 - c. Issue a mutually approved press release related to the selection and use of Licensor software. The press release will include a favorable quote from the Licensee.

- d. Allow Licensor to use Licensee's logo on marketing material as well as on the Licensor's website. All logo usage will be pre approved by the Licensee and will be consistent with all brand guidelines provided by the Licensee.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their undersigned duly authorized representatives as of the date listed above.

LICENSEE

Town of Ridgway

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSOR

Concept3D, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSEE

City of Ouray

By: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 25 (Series 2025)

A RESOLUTION OF THE CITY OF OURAY, COLORADO, ESTABLISHING REQUIREMENTS FOR THE OURAY POLICE CHIEF AND OFFICERS OF THE OURAY POLICE DEPARTMENT TO LIVE WITHIN A REASONABLE RESPONSE DISTANCE AND TIME OF THE CITY.

WHEREAS, C.R.S. § 8-2-120 authorizes local governments to establish reasonable requirements as to the maximum distance key employees may reside from the City when their duties clearly and demonstrably require them to be close to their place of employment; and

WHEREAS, the City Council finds and determines that police officers, due to the essential nature of their duties to respond to emergencies in a safe and timely manner, are key employees of the City of Ouray; and

WHEREAS, the City Council has identified the importance of requiring the Police Chief and police officers, as key employees of the City, to live within close proximity of the City for prompt response times to calls within the City; and

WHEREAS, the City Council finds and determines that it is reasonable to require the Police Chief to live within _____ miles, not to exceed a driving time of _____ (__) minutes of the City and other police officers to live within _____ miles, not to exceed a driving time of _____ (__) minutes of the City, as determined by standard mapping platforms that calculate the driving distance and time between the place of residency and City Hall; and

WHEREAS, the City provides a housing stipend for police officers; and

WHEREAS, Section 5.1.C of the City Home Rule Charter authorizes the City Administrator to establish and implement personnel rules and regulations for City employees; and

WHEREAS, the City Council directs the City Administrator to update the employee manual and all other applicable policies, manuals, or practices to include the police distance and response times established under this Resolution; and

WHEREAS, the City Council finds and determines that establishing the police distance and response time requirements pursuant to this Resolution is necessary for the public health, safety, and welfare of the residents of the City of Ouray.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the City Council.

2. Police Response Distance and Time Residency Requirements. Due to the critical importance for police officers to live within close proximity of the City to be able to conduct their duties in a safe and timely manner, the City Council hereby establishes requirements for the Police Chief and police officers of the City to reside within the respective driving distances and time from City Hall, as stated in the above recitals. The City Council further authorizes and directs the City Administrator to amend the employee manual and all necessary policies to include such police response distance and time requirements.

3. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

ADOPTED this 3rd day of November, 2025 by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Michelle Metteer, City Administrator

Ouray Parking Study

Prepared for:
City of Ouray

Updated September 26, 2025

UT24-2504



FEHR  PEERS ENGINEERING

Table of Contents

Background	6
Study Goals	7
Data Collection	8
Observations	11
Trailer Parking	11
Gravel Side Streets	11
Findings	12
6:00 AM Utilization Trends	12
8:00 AM Utilization Trends	12
1:00 PM Utilization Trends	12
7:00 PM Utilization Trends	13
Distribution of Parking Demand	13
Parking Management Recommendations	18
Primary Strategies	18
Static Signage	18
Activating Time Limits & Restrictions	18
Parking Enforcement	19
Secondary Strategies	20
Charging for Parking	20
Improving Facility Design	21
Permit Parking Programs	22

Implementation and Next Steps.....	23
Near-Term Actions	23
Engage With Stakeholders	23
Identify Areas for New Management Strategies	23
Update Signage If and Where Appropriate	24
Develop Enforcement Capacity	24
Respond to Changes in Parking Demand Stemming From Summer Shuttle Pilot.....	24
Mid-Term Actions	24
Redesign and Update Facilities	24
Establish or Expand Trailer Parking Areas.....	25
Residential Parking Permit Program	25
Paid Parking	25
Conclusion.....	28

List of Figures

Figure 1: Data Collection Area.....	10
Figure 2: Average Weekday Demand.....	14
Figure 3: Peak Weekday Demand.....	15
Figure 4: Average Weekend Demand	16
Figure 5: Peak Weekend Demand	17

List of Tables

Table 1: Parking Stalls by Block	9
----------------------------------------	---

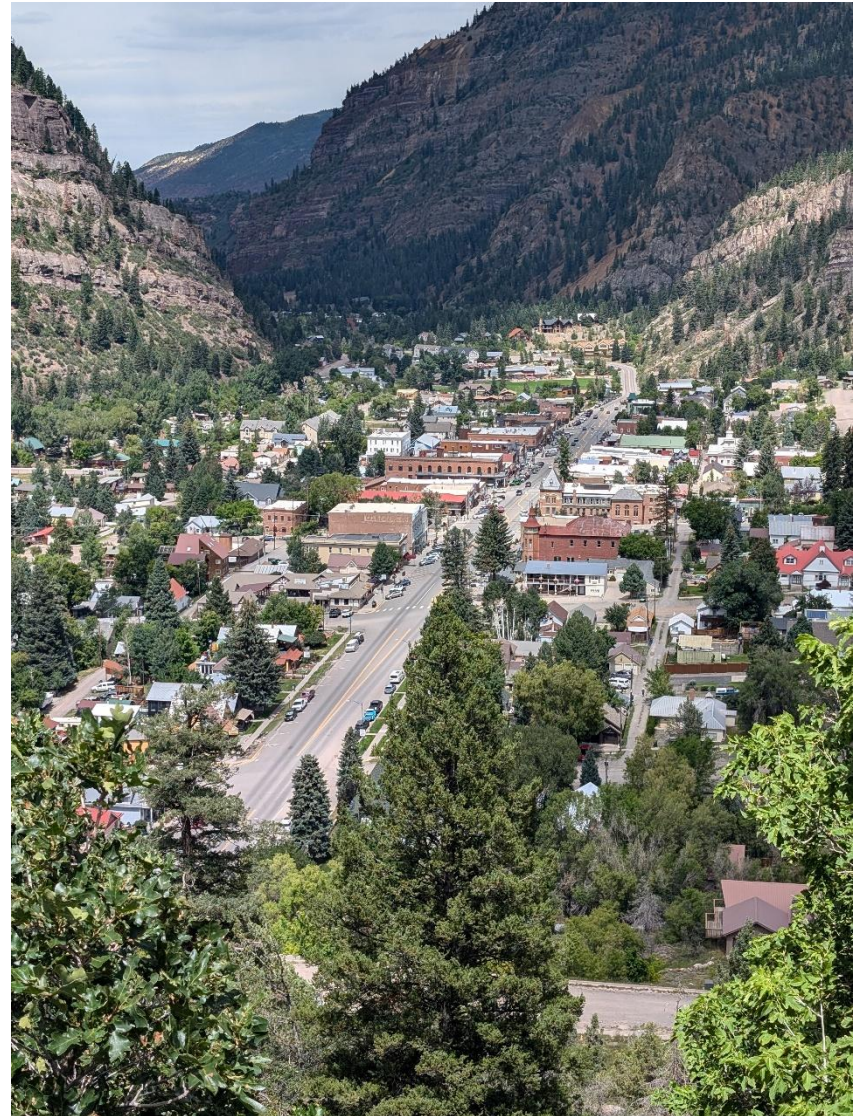
This page intentionally left blank.

Background

Ouray, Colorado is renowned tourist destination due to its undeniably scenic setting at the southern end of Box Canyon. With easy access to recreation of all types, Ouray attracts people of all ages and interests, either passing through on the Million Dollar Highway (Highway 550), stopping by for a guided off-road vehicle tour, spending time relaxing in the natural hot springs in town, or strolling Main Street in pursuit of something to eat and a souvenir.

While Winter in Ouray is still an active tourist season, due to the hot springs and the Ouray Ice Climbing Festival, summer in the San Juan Mountains is a beautiful season, and Ouray is no exception. The surge in visitation hits in late June and is sustained through August, coinciding with school vacations. The increase in tourists does lead to Ouray feeling vibrant and lively, but it can also result in parts of Ouray feeling crowded and stifling.

Parking demand in Ouray is most apparent on Main Street (Highway 550), with parking spaces adjacent to key destinations being heavily utilized. This parking demand, or lack of available parking, is felt by visitors, business owners, and Ouray residents alike. This lack of parking led City leadership to conduct this parking study to understand where and how parking was being utilized, identify possible causes for a lack of parking, and develop recommendations for how to better manage Ouray's parking supply to support businesses, welcome visitors, and keep Ouray an ideal place to live and play.



Study Goals

This study was conducted to achieve the following goals:

Understand How Parking in Ouray is Being Used

Regardless of setting, parking utilization in busy, commercial areas is difficult to quantify. While regular visitors to Ouray's Main Street (residents and out-of-towners alike) develop expectations or assumptions about where and when parking will be least available, these assumptions are often based on snapshots of personal data. When, where, and at what rate parking utilization changes over the course of a busy day is crucial data for City leadership and business owners to guide decision-making in Ouray.

Compare an Assumed Lack of Parking with Objective Utilization Data

This study was conducted with the understanding that parking is a public resource. As mentioned above, personalized assessments of parking conditions in a given town or business district are based on personal experiences. To validate the subjective data gathered through lived experience, this study involved a substantial data collection effort to quantify parking demand across several days during the summer of 2024. This data has been reviewed and mapped to provide the most objective assessment of parking utilization data possible.

Develop Recommendations for Parking Management in Ouray

Regardless of what the parking data reveals, alternatives exist for how to manage parking in Ouray differently. Recommendation strategies for changing how parking is used in Ouray can include policy updates, enforcement strategies, or infrastructure improvements. Potential outcomes include increased turnover at the parking stall-level or more distributed parking demand throughout Ouray.

Data Collection

Parking utilization data was collected on four days during the summer of 2024:

- Wednesday, July 10th
- Saturday, July 20th
- Saturday, August 3rd
- Wednesday, August 7th

Data collection was split between Wednesdays and Saturdays to include a typical, midweek day (Wednesday) and a typical weekend day (Saturday). Data collection days intentionally did not include holidays or event days so as to not base analyses or recommendations on days that are outliers in a given year.

Using an aerial drone outfitted with a camera, parking utilization data was collected at consistent times across the four collection days to quantify demand throughout the day:

- 6:00 AM, to better understand overnight utilization
- 8:00 AM, to better understand possible employee utilization
- 1:00 PM, to better understand midday peak utilization
- 7:00 PM, to better understand peak evening utilization

The number of parked cars on a given block in Ouray was compared against the number of parking stalls on a given block, either explicitly marked or calculated based on an average stall width of 9.5 feet. The number of parked cars recorded as parking on a block during each data collection period was divided by the number of stalls on each block to determine the percentage of spaces occupied on a given block during each period.

The project team also conducted multiple site visits for in-person observations to supplement this quantitative data. These observations helped clarify how parking was being used in ways that our other data collection methods could not communicate.

While these methods did not allow for continuous monitoring of all parking stalls in Ouray, which is cost-prohibitive and typically unnecessary in such studies, they do provide a relatively complete picture of typical parking demand. The results align with expectations and reveal possible opportunities to incentivize turnover.

A map presenting where data was collected is shown below in **Figure 1**. A number of assumed parking stalls by block is presented below in **Table 1**.

Table 1: Parking Stalls by Block

	100-200 Block ¹	200-300 Block	300-400 Block	400-500 Block	500-600 Block	600-700 Block	700-800 Block	800-900 Block
1st Street	-	-	-	-	-	-	-	-
2nd Street	43	64	41	51	42	37	13	-
Main Street	15	24	32	24	29	31	30	23
4th Street	-	-	43	53	43	37	42	27
5th Street	-	-	56	52	-	41	57	-
3rd Avenue	23	28	49	38	-	-	-	-
4th Avenue	28	50	40	58	-	-	-	-
5th Avenue	20	47	39	-	38	-	-	-
6th Avenue	42	42	60	60	-	-	-	-
7th Avenue	42	49	50	36	-	-	-	-
8th Avenue	9	52	58	34	-	-	-	-

Notes:

1. 100-200 Block corresponds to address between 100 and 200, 200-300 Block with addresses between 200 and 300, etc.

Source: PST Engineering, 2024.

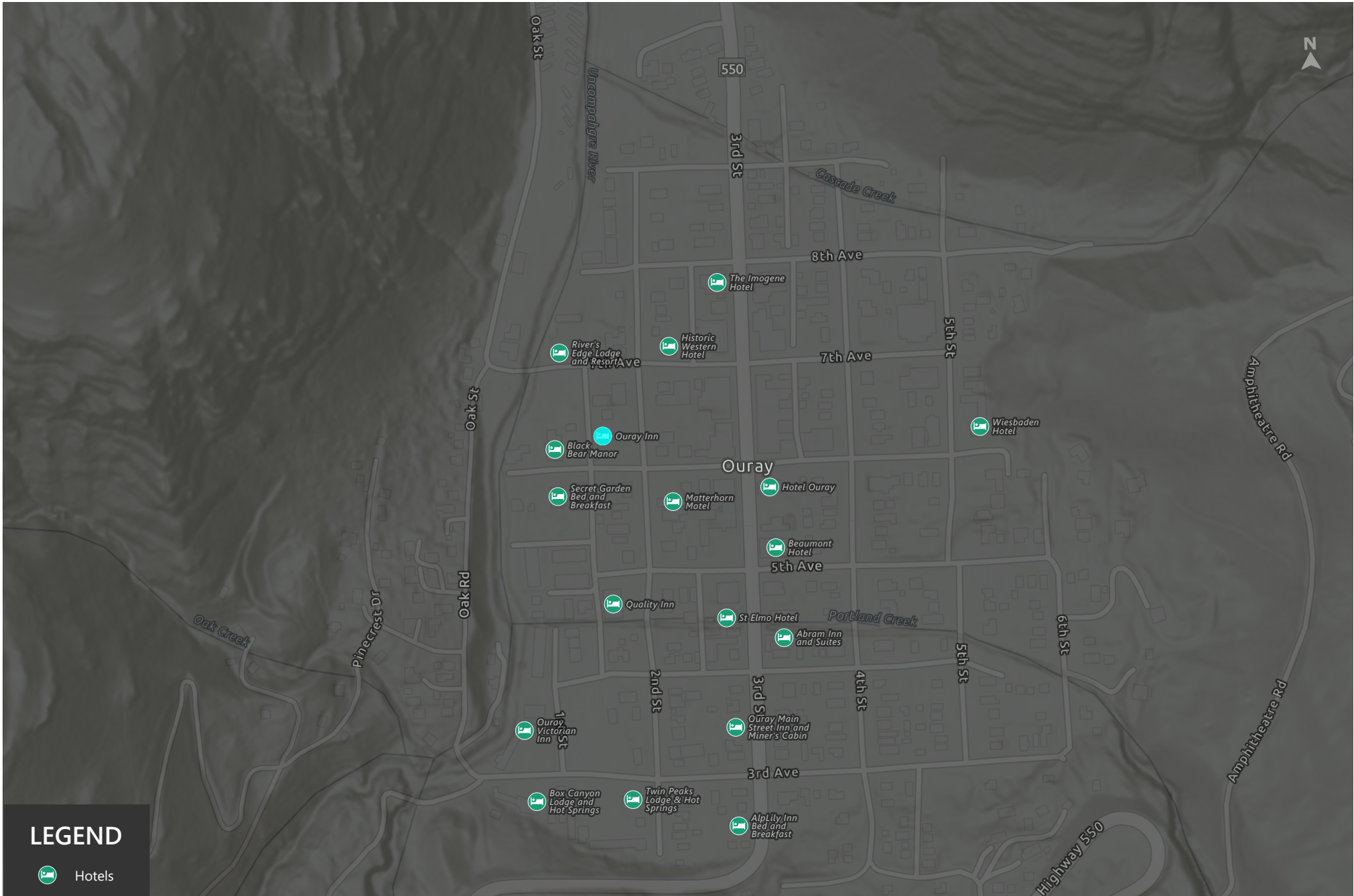


Figure 1

Parking Count Locations

Observations

To supplement data collected by drone, multiple site visits uncovered useful data regarding how different user groups and parking facilities affect parking demand in Ouray.

Trailer Parking

Ouray is essentially surrounded by National Forest and a network of Forest Service Roads, which attracts Off-Highway Vehicle (OHV) enthusiasts from all over the country. These OHVs are typically hauled to Ouray by out of state visitors with large trucks and trailers, many of whom stay in hotels in Ouray. Most of these hotels have little if any, off-street parking and almost none provide trailer parking. This results in these truck-and-trailer combinations parking parallel on City streets, effectively consuming multiple perpendicular parking spaces. Restricting truck-and-trailer parking on city streets could free up some off-street parking on City Streets adjacent to Main Street. However, any changes to truck-and-trailer parking is likely to be controversial and would benefit from public outreach. If restrictions are implemented, education and enforcement will be key to making these restrictions effective. Additionally, dedicated trailer parking areas could be provided somewhere in the City to accommodate these visitors. One possible location that came up was by the ski hill on 3rd Ave. Residents with trailers will need to be granted exceptions, via a trailer parking permit or some other method of distinguishing them from the tourists.

Gravel Side Streets

Aside from Main Street and a few of the east-west avenues, most of Ouray's City Streets are gravel. While these gravel streets add to the charm of Ouray, they make delineation of on-street parking challenging. Several of the observed challenges include:

1. Areas where grass is growing up through the gravel adjacent to City streets, so much so that it is unclear if parking is permitted.
2. Inconsistency in parking orientation; in some areas, vehicles were observed parked diagonally in opposite directions alongside parallel vehicles, all in the same block.
3. In some areas, it is difficult to tell if on-street parking is public or if it is reserved for private use, such as locations adjacent to hotels and townhomes.

Findings

According to both data collected by drone and on-site observations, parking utilization is highest on Main Street during midday, with pockets of high utilization adjacent to hotels at the beginning and end of each day. There is not substantial variation in observed utilization between weekdays and weekend days during the summer.

Across all data collection periods and days, parking utilization was consistently highest on Main Street at 1:00, with multiple blocks seeing utilization above 90% on all four days. Outside of this midday period, though, there is comparative availability throughout Ouray.

Trends by time of day are presented below.

6:00 AM Utilization Trends

Parking in Ouray is broadly available at 6:00 AM. The highest observed utilization was on 3rd Avenue between 1st and 2nd Streets, an area of Ouray with several hotels, motels, and inns in the immediate vicinity. Outside of this block, no other blocks in Ouray were observed with more than 80% utilization, with many blocks being at or below 50% utilization.

8:00 AM Utilization Trends

Similar to trends observed at 6:00 AM, parking in Ouray is broadly available at 8:00 AM, with slightly lower observed utilization on all blocks when compared with 6:00 AM. While utilization is still highest at or near hotels, including the block of 3rd Avenue between 1st and 2nd Streets, utilization has decreased slightly (from 100% at 6:00 AM to 95.7% at 8:00 AM). This is presumably due to overnight guests departing before visitors from outside of town arrive for the day.

1:00 PM Utilization Trends

Parking utilization peaks in Ouray during the middle of the day, with the highest parking utilization recorded along the northern end of Main Street. Between 9th Avenue and 5th Avenue, utilization is consistently over 90% with several blocks experiencing 100% utilization during that time. Blocks adjacent to Main Street on 7th Avenue and 8th Avenue were heavily utilized during this period as well, presumably due to the access to dining options and tour operations, though blocks slightly further away from Main Street and to the south offered reliable parking availability.

7:00 PM Utilization Trends

Parking utilization at 7:00 PM in Ouray generally matches utilization recorded at 1:00 PM, though overall utilization is slightly lower in the evening than at midday. Again, the blocks of Main Street between 9th and 5th Avenues are heavily utilized, though there was slightly more availability than was observed at 1:00 PM.

Distribution of Parking Demand

Mapping parking demand further clarifies the concentration of parking demand in the northern portion of Ouray, both on Main Street and adjacent blocks.

Average Weekday Parking Demand is shown in **Figure 2**, and shows a baseline demand during summer weekdays. This averages parking utilization for all weekday data collection periods, which obscures extreme outliers and provides a better representation of how parking is used throughout an entire day. Over the course of a day, average parking utilization in Ouray is well below available supply.

However, when combining peak demand observed on every block regardless of timing – different blocks peak at different times throughout the day due to adjacent uses and access to amenities – mapping of peak weekday demand reveals that parking is clearly high, as shown in **Figure 3**. That said, there is still parking available on portions of Main Street and adjacent side streets, and on-site observations would suggest that key destinations drive most of that maximum utilization. There are some blocks that experience 100% utilization, though several blocks of Main Street and adjacent side streets did not reach capacity during the data collection periods.

Average weekend demand (**Figure 4**) and peak weekend demand (**Figure 5**) reveal similar trends for weekends and weekdays. While there is routinely available parking throughout Ouray, peak periods suggest that there are opportunities to better manage that demand if stakeholders are interested in implementing management strategies.

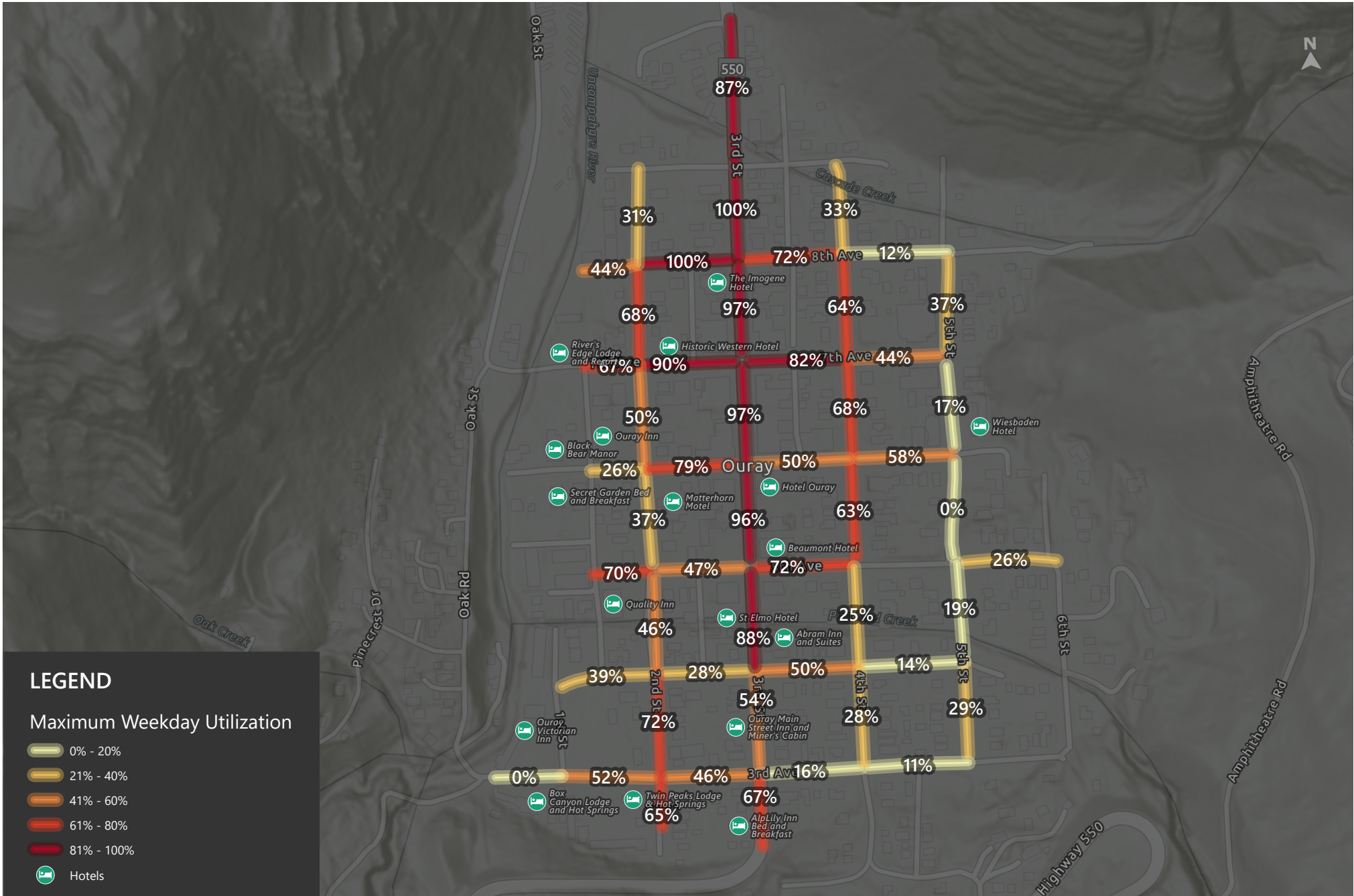


Figure 3

Maximum Weekday Parking Utilization



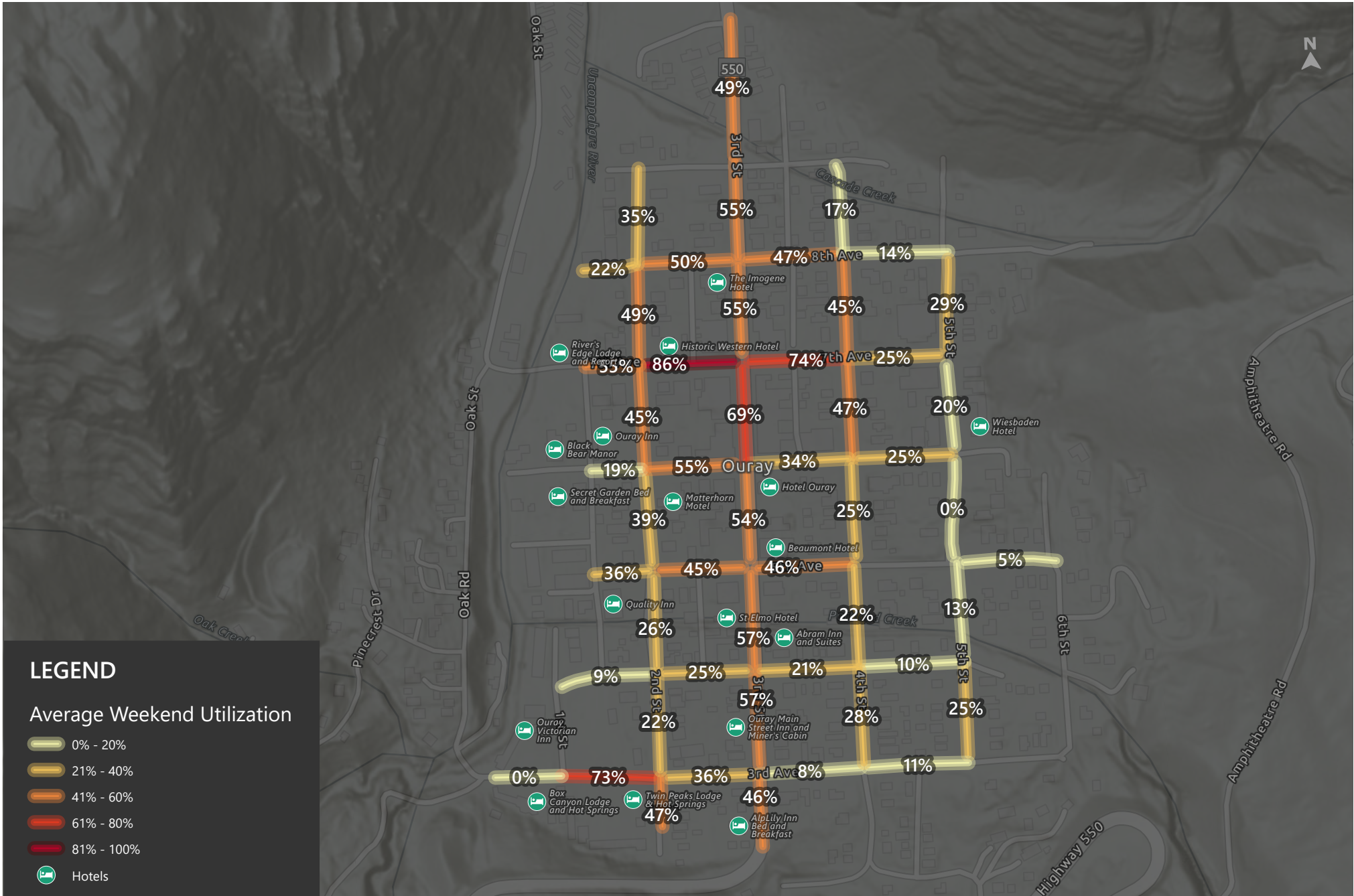


Figure 4

Average Weekend Parking Utilization

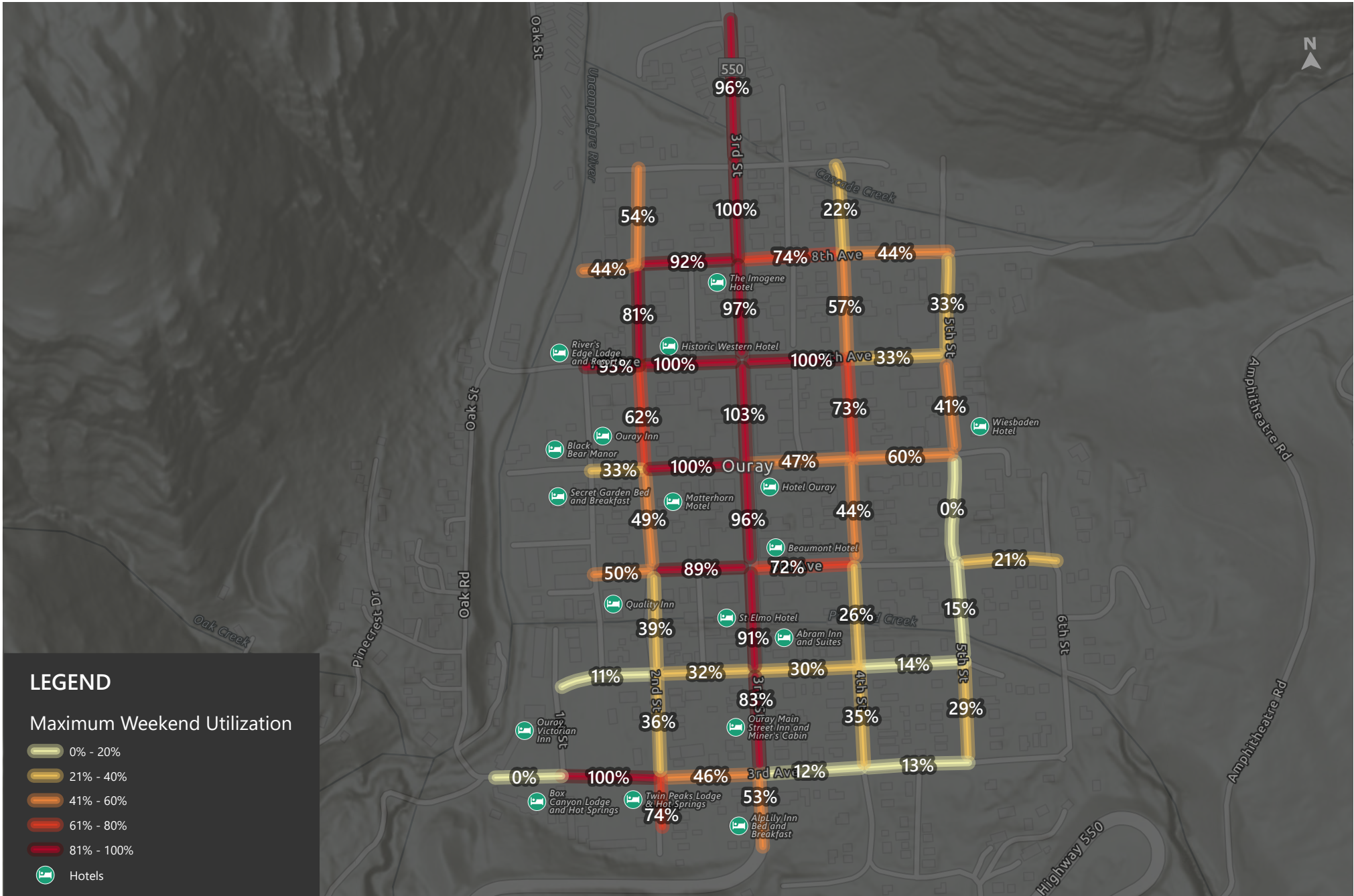


Figure 5
Maximum Weekend Parking Utilization

Parking Management Recommendations

Recommendations for better managing parking in Ouray are separated into primary and secondary strategies. In combination, primary strategies should be pursued more immediately to address surplus parking demand if City leadership are eager to do so. Secondary strategies are likely longer-term or less likely to affect parking utilization in Ouray's context.

All strategies should be considered both in terms of possible benefits and costs, bearing in mind that any displaced parking demand along Main Street is likely to affect adjacent streets. Parking management strategies should not stop visitors from spending time in Ouray, but it could affect where and how they interact with Ouray itself.

Primary Strategies

These primary strategies are recommended as initial steps to increase turnover in areas of peak demand while managing public

Static Signage

Signage is key to efficiently and effectively directing motorists to available parking resources upon entry into Ouray and the downtown area. It can direct users to parking facilities they might have been unaware of and also help fill up parking resources more evenly.

Pros: A relatively simple solution for increasing the efficiency of existing parking facilities.

Cons: Static signs are limited to what can be placed on them. Changes to parking facilities may require the installation of new signage.

Reasons for Recommendation: In Ouray, signage could inform users of other parking facilities they might not have considered, clarifying where parking is or is not permitted, particularly near Main Street.

Activating Time Limits & Restrictions

Time-based parking restrictions prohibit parking for certain periods to save parking resources for particular user groups and also result in better turnover of parking spaces at high-demand locations. In residential areas adjacent to commercial areas, parking time limits are used to discourage long-term parking by commercial employees. In commercial areas, typically by petition of the business/property owners, time limits are used to encourage turnover of parking spaces to provide short-term customer parking and to also discourage business employees from using the

convenient parking stalls near business frontages. Time limits are usually seen as a more palatable middle ground between no restrictions and charging for parking.

Pros: One of the simplest ways to manage longer duration parking demand, drive turnover, and is typically less controversial than paid parking.

Cons: This strategy requires enforcement to be effective, which increases operating costs for the City, and will likely push parking demand to side streets.

Reason for Recommendation: Activating existing time limits in Ouray can shift demand to underutilized facilities, especially when paired with updated signage and enforcement options. Limiting parking in the busiest areas to two hours or less, with the option to further limit duration at key stalls where quick turnover is needed should be considered.

Parking Enforcement

Description: Parking enforcement usually involves a non-peace officer writing and issuing parking citations relating to the violation of codes, laws, regulations, and validation programs pertaining to parking on city streets. If a city intends to stringently enforce time limits, sufficient public notice should be provided prior to initiating enforcement.

Pros: Ensures that other strategies, such as assigning parking locations and enforcing time limits, are effective.

Cons: Entails administrative and operation costs.

Reason for Recommendation: If Ouray implements other promising strategies in certain areas, such as updating signage and implementing time limits, providing additional enforcement in those areas will ensure the success of those strategies.



Updating parking signage with time limits and restrictions and enforcing it is one of the simplest ways of managing parking demand.

Secondary Strategies

Charging for Parking

Description: Charging for parking is a key element in encouraging drivers to use parking efficiently, by directing long-term parking to less convenient spaces and gaining the most productivity from the most desirable spaces. There are many alternatives for collecting parking charges, including traditional parking meters, centralized parking machines, and debit card systems.

Charging for parking should be considered for parking facilities that experience parking demand utilization above 80% - 90% for most of the hours the parking facility is operating. Parking charges should be set to maintain the 80% - 90% parking utilization in the facilities. If charging for parking shifts parking demand to a nearby facility, then charges should be considered at that facility when parking demand utilization is above 80% - 90% for most of the hours the parking facility is operating.

Some paid parking strategies place parking costs on business owners rather than customers. See the summaries below regarding these options.

- *Merchant Programs:* Some cities or counties run merchant discount parking programs that allow merchants to purchase parking coupons to issue to customers who patronize their establishment. These validation programs can be arranged in various ways to meet the validation needs of interested merchants. Merchants who participate in the programs typically display a sign in the window to inform potential customers that coupons are available with purchases.
- *Parking Benefit Districts:* This strategy is a variation of an on-street parking charge scheme for residential areas. Instead of prohibiting non-resident parking in neighborhoods, as occurs with a residential permit parking program, non-resident parking is allowed for a charge. The charge could be collected with meters, pay-boxes, or monthly passes. Revenues from the fee can flow back to the community, for neighborhood or transportation improvements.
- *Access Control:* Access to off-street parking can be controlled through both charging and non-charging strategies. An example of a charging strategy is using gate arm controls and requiring payment to exit a facility. Examples of non-charging strategies are creating hang tag or sticker systems for employee parking, and using validation systems that ensure that users are those that the facility is intended for.

Pros: Charging for parking is an effective method to deter the concentration of parking demand in select areas. It can also encourage alternative transportation use and parking turnover.

Cons: Charging for parking is often a highly contested issue that may receive pushback from the public and should only be pursued if other, less controversial methods are proving insufficient in managing demand. Also, parking demand will likely be pushed to side streets.

Reason for Recommendation: While charging for parking is unpopular, it is an effective method for managing parking supply. If charging for parking is considered, then it should be applied to an entire parking facility or street segment to avoid circulation in search of free parking. The strategy can be applied to parking facilities that experience consistent high parking utilization or to an entire region of downtown. Improving pedestrian facilities should also be considered as part of this strategy as some people will search for free parking further from their destination.

Improving Facility Design

Enhancing the design of existing parking facilities can provide additional parking. For instance, changing the layout and orientation of parking stalls can increase parking supply and improve flow through parking facilities. A long-term option, paving some side streets would allow for parking stall striping to increase efficiency of parking utilization and be more intuitive for visitors, potentially decreasing demand on Main Street.

Pros: Potentially alleviates demand without building new parking facilities.

Cons: The cost of redesigning streets and tradeoffs that are required to allow for additional parking supply might not outweigh benefits of additional capacity.

Reason for Recommendation: Improving the design of existing facilities can result in more parking availability and decrease the need to build more facilities. This recommendation could be beneficial for Ouray side streets that are currently gravel and might appear off-limits to visitors, or through restriping portions of Main Street.

Permit Parking Programs

Description: Cities often implement preferential parking districts or permit parking street segments in residential areas to protect these neighborhoods from parking intrusion by employees and customers of nearby businesses. Preferential or permit parking districts restrict parking for all motorists, but area residents and their guests are exempt from the restrictions if they acquire and display permits. Permit parking can also be applied to on-street parking in commercial districts to provide unrestricted parking for residents and employees who work in a parking district.

Pros: Minimizes commercial or spillover parking in residential neighborhoods.

Cons: The cost of implementing and managing the permitted parking program would fall on the City, and require additional enforcement.

Reason for Recommendation: The proximity of residential areas to commercial uses in Ouray could lead to spillover parking if aggressive management strategies are implemented along Main Street; a residential permit program might support existing neighborhood character.

Implementation and Next Steps

Parking in Ouray is essential to the City's thriving economy, and ensuring that there is available parking along Main Street is key to its ongoing success. **The data collected as part of this study shows that that the northern blocks of Main Street do see very high demand for parking during peak periods. However, the data also shows that there is often parking available a short distance from Main Street.** Additional measures can be taken to encourage turnover on Main Street and incentivize longer duration parking on side streets.

All of the recommendations above will require additional administrative effort and come with at least some cost – that should not be minimized. Further, any cost considerations should take into account the likelihood of public opposition to any measures that be seen as burdensome to residents or business owners. While these user groups are likely beneficiaries of making parking more available through enhanced management options, they may also be among the users who are most set in their ways regarding parking in Ouray.

Near-Term Actions

The following steps should be taken if additional parking management is deemed desirable:

Engage With Stakeholders

Any change to parking management in Ouray will be felt by the entire community, and more input from community members should be gathered to help weigh the potential benefits and costs of any new management strategies. City staff, the City Police, business owners, residents, and employees should all be asked to provide input on their understanding of parking challenges in Ouray and possible management solutions. While it is unlikely that a single opinion will pervade through the community, a variety of perspectives will lead to better outcomes for Ouray.

Identify Areas for New Management Strategies

Not all parking in Ouray requires the same level of management, and different strategies should be considered for different areas of the city. These geographies should be informed by data collected as part of this study and by the understanding gathered via engagement earlier in this process. At a high level, Main Street could be managed as one zone, blocks immediately east and west of Main Street could be a second zone, and residential areas that are more removed from Main Street could be a third zone.

Update Signage If and Where Appropriate

If new parking regulations are implemented throughout Ouray, that needs to be made extremely clear to visitors. Time-limited parking on Main Street, clarification of locations where parking is or is not permitted, and head-in as opposed to parallel parking are all appropriate options for updated signage.

Develop Enforcement Capacity

Updated parking regulations will only have meaningful impact on parking utilization if they are paired with enforcement measures pursued by the City. The scope and scale of enforcement will depend on the geographic extent of parking regulations that are updated, seasonality, and hours of activity. This will be the primary ongoing cost in enacting new parking management options in Ouray, and must be thoroughly vetted as part of this process. If the scope of parking enforcement is sufficiently constrained, it could be incorporated into workloads of other staff. However, if additional staff capacity is needed, anticipate the need for one or two full-time equivalents being devoted to parking enforcement. Initial parking enforcement could begin with courtesy notices to establish habits before pursuing full citations.

Respond to Changes in Parking Demand Stemming From Summer Shuttle Pilot

The City is piloting a free, in-town shuttle service that will run a consistent loop around the City, serving extremity parking areas, from morning to evening during the summer months. The effects of this program on where visitors choose to park could be impactful to parking demand in Ouray, and decreases in Main Street parking utilization could shift as a result. If demand is adequately reduced, more aggressive management strategies might not be warranted.

Mid-Term Actions

Following the measures above, additional actions could be pursued if needed:

Redesign and Update Facilities

The gravel streets of Ouray are certainly part of its charm, but their condition might turn visitors away from using them as parking alternatives, particularly in inclement weather. If additional parking capacity is critical to managing parking demand in Ouray, making parking on side streets more appealing could help alleviate demand.

Establish or Expand Trailer Parking Areas

Restricting truck-and-trailer parking on city streets could free up some off-street parking on City Streets adjacent to Main Street. If restrictions are implemented, education and enforcement will be key to making these restrictions effective. One possible location that has been suggested is by the ski hill on 3rd Ave. Repeat visitors are likely to be frustrated by this change, and residents with trailers will need to be granted exceptions, via a trailer parking permit or some other method of distinguishing them from visitors.

Residential Parking Permit Program

If parking management on Main Street is effective to the extent that it is pushing parking demand to elsewhere in Ouray, a residential parking permit program could be implemented to ensure non-local traffic is parking away from residential areas. The administrative effort required to implement and manage such programs is substantial and should only be pursued if excess demand is persistent and affecting residential areas.

Paid Parking

Charging for parking is an extremely effective method for managing parking demand, but it is also an aggressive tactic that is very likely to meet resistance from community members. Paid parking should only be considered after other options have been tested and proven inadequate, and any entity responsible for implementing such a program should pursue this strategy cautiously. Paid parking programs are rarely cashflow positive due to the substantial startup and maintenance costs, and a paid parking program should not be pursued as a revenue generator for Ouray, instead focusing on the program as a parking management strategy.

Paid Parking – Additional Considerations

Paid parking programs are tailored to the contexts in which they are implemented. For Ouray, a handful of key questions would need to be addressed before implementation:

- What sort of payment method would be used?
 - Increasingly, municipalities are using mobile application-based payment solutions, from which vendors collect a fraction of each payment, though Ouray's context suggests that a mix of app-based and physical pay stations would likely be needed
- How will payment be enforced?
 - Simpler, manual options are more labor intensive, but come with lower upfront costs compared to higher tech options

- When would the program be in effect?
 - Focusing on the peak summer season is understandable, but does call into question allocation of ongoing maintenance costs for program elements
- Is there adequate parking supply to accommodate displaced parking demand stemming from implementing paid parking?
 - Some parking demand will be displaced to side streets, and ensuring adequate supply on those side streets is essential to managing some of a paid parking program's results

Paid Parking – Initial Cost Estimates

At a high level, the potential costs of a paid parking program are as follows:

- App-based program: \$0.20 – \$0.35 / transaction
- License plate-reader (for enforcement): \$30,000 - \$80,000
 - Annual maintenance and/or fees of \$2,000 - \$3,000
- Pay station kiosk: \$10,000 - \$12,000 / kiosk
 - Ongoing software and maintenance costs: variable
- Enforcement Staff: \$55,000 / year

As an example, a paid parking program could be implemented on Main Street, between 3rd Avenue to 9th Avenue, covering 146 parking stalls. Focusing on the peak period of June 1 – September 30, and assuming roughly 50% utilization during a 12-hour/day paid parking program, that would result in **approximately \$105,000 in gross revenue** at \$1/hour.

The startup costs of a paid parking program, including minimal staffing, use of manual enforcement methods, and one payment kiosk on each block face at \$10,000/unit, **the costs for the first year of operation for a program would be approximately \$175,000** (\$120,000 for equipment, \$55,000 for staff). If an additional City staff person is needed to cover customer service issues and coordinate parking program-related maintenance activities, the cost would increase further.

In the second and subsequent years, operating costs would consist of staffing, equipment maintenance, and any software costs that could come with kiosks. Assuming a maintenance cost of 15% of the purchase price, and maintaining a single staff member at \$55,000, would result in ongoing costs of \$70,000 before any software fees. **This would mean that a paid parking program could break even in five years.** These cost estimates are preliminary and any resulting costs must be thoroughly considered against projected revenues.

Ongoing maintenance costs for such a program would decrease substantially from the first year, though the resulting cost will vary substantially on staffing needs and regular maintenance costs.

Paid parking is an undeniably effective method for managing parking demand, but in addition to the capital and operating costs, the political costs stemming from implementing such a program must be contemplated when considering such a program.

Conclusion

Ultimately, parking demand in Ouray is an indication of its economic vitality in a tourism-driven economy. The primary task for decision makers in Ouray is to strike the right balance between maintaining its economic engine and ensuring that quality of life stays at or above current standards. Towns with an excess of parking supply are often sleepy and dull, whereas towns that do not have adequate parking for residents, visitors, and workers can struggle to stay active and attractive. Ouray's active downtown is key to its appeal, and that will continue under a balanced approach to parking management in the coming years.

There is existing parking capacity within one block of main street, even during the busiest times. Ouray is currently not at risk of running out of parking spaces on a typical summer day. Improvements could be made to increase the availability, perceived availability, and efficiency of existing side street parking spaces. If increased turnover on Main Street is a goal of the community, time-limited parking or paid parking could be considered. However, there are capital and political costs associated with these changes that would need to be vetted with the community.

If a different approach to managing parking in Ouray is pursued, it will need to be an iterative process that relies on gathering regular feedback from all users to inform any adjustments to parking in Ouray in the future. Fully considering the total benefits and costs of any changes to parking management in Ouray should be fundamental to any decision regarding changes in parking management.

An Act

HOUSE BILL 24-1362

BY REPRESENTATIVE(S) Lukens and Catlin, McCluskie, Frizell, Amabile, Bacon, Bird, Boesenecker, Brown, Daugherty, Duran, Epps, Froelich, Hamrick, Hartsook, Herod, Joseph, Kipp, Lieder, Lindstedt, Lynch, Martinez, Marvin, Mauro, McCormick, McLachlan, Ricks, Rutinel, Sirota, Snyder, Taggart, Titone, Valdez, Velasco, Weissman, Willford, Young, English, Soper;
also SENATOR(S) Roberts and Simpson, Bridges, Buckner, Cutter, Exum, Fields, Gardner, Hansen, Jaquez Lewis, Kirkmeyer, Lundeen, Marchman, Michaelson Jenet, Mullica, Pelton B., Pelton R., Priola, Will, Winter F., Zenzinger, Fenberg.

CONCERNING MEASURES TO PROMOTE THE USE OF GRAYWATER.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add 25-8-205.4** as follows:

25-8-205.4. Statewide authorization of graywater use - local government notice required to opt out. (1) EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION, A PERSON MAY INSTALL GRAYWATER TREATMENT WORKS AND USE GRAYWATER IN ACCORDANCE WITH SECTION

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

25-8-205 (1)(g) AND RULES ADOPTED PURSUANT TO SECTION 25-8-205 (1)(g).

(2) (a) A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY MAY ADOPT A RESOLUTION OR AN ORDINANCE PURSUANT TO SECTION 30-11-107 (1)(kk) OR 31-15-601 (1)(m):

(I) PROHIBITING THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF ALL GRAYWATER IN THE COUNTY OR MUNICIPALITY; OR

(II) PROHIBITING ONE OR MORE CATEGORIES OF GRAYWATER USE THAT THE COMMISSION ESTABLISHES IN RULES ADOPTED PURSUANT TO SECTION 25-8-205 (1)(g).

(b) A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY THAT ADOPTS A RESOLUTION OR AN ORDINANCE PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION SHALL NOTIFY THE DIVISION THAT THE BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY PROHIBITS THE USE OF ALL GRAYWATER OR PROHIBITS CERTAIN CATEGORIES OF GRAYWATER USE IN THE COUNTY OR MUNICIPALITY.

(c) A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY THAT HAS NOT PROHIBITED THE INSTALLATION OF GRAYWATER TREATMENT WORKS PURSUANT TO SUBSECTION (2)(a)(I) OF THIS SECTION, PRIOR TO INSTALLATION OF ANY GRAYWATER TREATMENT WORKS, CONTINUES TO BE RESPONSIBLE FOR ADOPTING BUILDING CODES THAT PREVENT GRAYWATER FROM ENTERING A POTABLE WATER SYSTEM AND FOR REPORTING TO THE LOCAL WATER UTILITY THE PLANNED INSTALLATION OF GRAYWATER SYSTEMS THAT REQUIRE BACKFLOW PREVENTION CROSS-CONNECTION CONTROL DEVICES UNDER THE COMMISSION'S RULES FOR THE PURPOSE OF SURVEYING AND TRACKING SUCH DEVICES. FOR EACH LOCATION WITHIN A LOCAL GOVERNMENT'S JURISDICTION AT WHICH GRAYWATER TREATMENT WORKS HAVE BEEN INSTALLED, THE BUILDING DEPARTMENT OF THE LOCAL GOVERNMENT SHALL PROVIDE THE ADDRESS OF THE LOCATION TO EACH WATER UTILITY SERVING THAT LOCATION.

(3) A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY THAT SENDS A NOTICE PURSUANT TO SUBSECTION (2)(b) OF

THIS SECTION MAY SUBSEQUENTLY ADOPT A RESOLUTION PURSUANT TO SECTION 30-11-107 (1)(kk) OR AN ORDINANCE PURSUANT TO SECTION 31-15-601 (1)(m) TO AUTHORIZE THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF GRAYWATER OR TO AUTHORIZE CATEGORIES OF GRAYWATER USE PREVIOUSLY PROHIBITED. A BOARD OR GOVERNING BODY THAT SUBSEQUENTLY AUTHORIZES THE USE OF GRAYWATER PURSUANT TO THIS SUBSECTION (3) SHALL PROMPTLY NOTIFY THE DIVISION OF THE SUBSEQUENT AUTHORIZATION.

(4) UNLESS A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY ADOPTS A RESOLUTION OR AN ORDINANCE TO THE CONTRARY, A PERSON MAY INSTALL INDOOR GRAYWATER TREATMENT WORKS PURSUANT TO SUBSECTION (1) OF THIS SECTION ONLY IN NEW CONSTRUCTION PROJECTS.

(5) NOTHING IN THIS SECTION REQUIRES THE PUBLIC DISCLOSURE OF CONFIDENTIAL INFORMATION RELATED TO WATER RIGHTS, WATER SUPPLY, OR WATER FACILITIES.

SECTION 2. In Colorado Revised Statutes, 30-11-107, **amend** (1)(kk) as follows:

30-11-107. Powers of the board. (1) The board of county commissioners of each county has power at any meeting:

(kk) (I) To adopt a resolution, ~~to authorize~~, in consultation with the local board of health, local public health agencies, and any water and wastewater service providers serving the county, REGARDING the use of graywater, as defined in section 25-8-103 (8.3), ~~C.R.S.~~, in compliance with any regulation adopted pursuant to section 25-8-205 (1)(g), ~~C.R.S.~~, and to enforce compliance with the board's resolution. A BOARD OF COUNTY COMMISSIONERS:

(A) MAY ADOPT A RESOLUTION PROHIBITING THE INSTALLATION OF GRAYWATER TREATMENT WORKS, AS DEFINED IN SECTION 25-8-103 (8.4), AND THE USE OF ALL GRAYWATER OR PROHIBITING ONE OR MORE CATEGORIES OF GRAYWATER USE THAT THE WATER QUALITY CONTROL COMMISSION ESTABLISHES IN RULES ADOPTED PURSUANT TO SECTION 25-8-205 (1)(g); AND

(B) PURSUANT TO SECTION 25-8-205.4 (2)(b), SHALL NOTIFY THE DIVISION OF ADMINISTRATION WITHIN THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OF ANY RESOLUTION ADOPTED PURSUANT TO SUBSECTION (1)(kk)(I)(A) OF THIS SECTION. A BOARD OF COUNTY COMMISSIONERS THAT SENDS NOTICE PURSUANT TO THIS SUBSECTION (1)(kk)(I)(B) MAY SUBSEQUENTLY AUTHORIZE THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF GRAYWATER OR AUTHORIZE CATEGORIES OF GRAYWATER USE PREVIOUSLY PROHIBITED AT ANY TIME BY ADOPTING A RESOLUTION. A BOARD OF COUNTY COMMISSIONERS THAT SUBSEQUENTLY AUTHORIZES THE USE OF GRAYWATER SHALL PROMPTLY NOTIFY THE DIVISION OF ADMINISTRATION WITHIN THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OF THE SUBSEQUENT AUTHORIZATION.

(II) ~~Before adopting a resolution to authorize the use of graywater pursuant to subparagraph (I) of this paragraph (kk),~~ A board of county commissioners THAT HAS NOT PROHIBITED ALL GRAYWATER USE PURSUANT TO SUBSECTION (1)(kk)(I) OF THIS SECTION is encouraged to enter into a memorandum of understanding with the local board of health, local public health agencies, and any water and wastewater service providers serving the county concerning graywater usage and the proper installation and operation of graywater treatment works, as defined in section 25-8-103 (8.4). ~~C.R.S.~~

SECTION 3. In Colorado Revised Statutes, 31-15-601, **amend** (1)(m) as follows:

31-15-601. Building and fire regulations - emission performance standards required - reporting. (1) The governing bodies of municipalities have the following powers in relation to building and fire regulations:

(m) (I) To adopt an ordinance, ~~to authorize,~~ in consultation with the local board of health, local public health agencies, and any water and wastewater service providers serving the municipality, REGARDING the use of graywater, as defined in section 25-8-103 (8.3), ~~C.R.S.~~, in compliance with any regulation adopted pursuant to section 25-8-205 (1)(g), ~~C.R.S.~~, and to enforce compliance with the governing body's ordinance. THE GOVERNING BODY OF A MUNICIPALITY:

(A) MAY ADOPT AN ORDINANCE PROHIBITING THE INSTALLATION OF

GRAYWATER TREATMENT WORKS, AS DEFINED IN SECTION 25-8-103 (8.4), AND THE USE OF ALL GRAYWATER OR PROHIBITING ONE OR MORE CATEGORIES OF GRAYWATER USE THAT THE WATER QUALITY CONTROL COMMISSION ESTABLISHES IN RULES ADOPTED PURSUANT TO SECTION 25-8-205 (1)(g); AND

(B) PURSUANT TO SECTION 25-8-205.4 (2)(b), SHALL NOTIFY THE DIVISION OF ADMINISTRATION WITHIN THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OF ANY ORDINANCE ADOPTED PURSUANT TO SUBSECTION (1)(m)(I)(A) OF THIS SECTION. A GOVERNING BODY OF A MUNICIPALITY THAT SENDS NOTICE PURSUANT TO THIS SUBSECTION (1)(m)(I)(B) MAY SUBSEQUENTLY AUTHORIZE THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF GRAYWATER OR AUTHORIZE CATEGORIES OF GRAYWATER USE PREVIOUSLY PROHIBITED AT ANY TIME BY ADOPTING AN ORDINANCE. A GOVERNING BODY OF A MUNICIPALITY THAT SUBSEQUENTLY AUTHORIZES THE USE OF GRAYWATER SHALL PROMPTLY NOTIFY THE DIVISION OF ADMINISTRATION WITHIN THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OF THE SUBSEQUENT AUTHORIZATION.

~~(II) Before adopting an ordinance to authorize the use of graywater pursuant to subparagraph (I) of this paragraph (m), the~~ A municipal governing body THAT HAS NOT PROHIBITED ALL GRAYWATER USE PURSUANT TO SUBSECTION (1)(m)(I) OF THIS SECTION is encouraged to enter into a memorandum of understanding with the local board of health, local public health agencies, and any water and wastewater service providers serving the municipality concerning graywater usage and the proper installation and operation of graywater treatment works, as defined in section 25-8-103 (8.4). ~~C.R.S.~~

SECTION 4. In Colorado Revised Statutes, 25-8-205, amend (1)(g) as follows:

25-8-205. Control regulations. (1) The commission may promulgate control regulations for the following purposes:

(g)(I) To describe requirements, prohibitions, and standards for the use of graywater for nondrinking purposes, to encourage the use of graywater, and to protect public health and water quality.

~~(II) Except as authorized in section 25-8-205.3, graywater may be~~

~~used only in areas where the local city, city and county, or county has adopted an ordinance or resolution approving the use of graywater pursuant to section 30-11-107 (1)(kk) or 31-15-601 (1)(m). The A city, city and county, or county that has adopted an ordinance or resolution approving~~ REGARDING the use of graywater pursuant to section 30-11-107 (1)(kk) or 31-15-601 (1)(m) has exclusive enforcement authority regarding compliance with the ordinance or resolution.

(III) Use of graywater ~~shall be~~ IS allowed only in accordance with the terms and conditions of the decrees, contracts, and well permits applicable to the use of the source water rights or source water and any return flows ~~therefrom~~ FROM THE SOURCE WATER, and ~~no use of~~ graywater USE shall NOT be allowed IN A MANNER that ~~would~~ IS not be allowed under such decrees, contracts, or permits. ~~if the graywater ordinance or resolution did not exist.~~

~~(IV) A local city, city and county, or county may only authorize the use of graywater in accordance with federal, state, and local requirements.~~

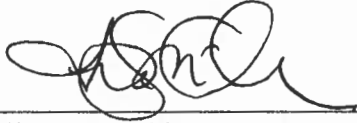
SECTION 5. In Colorado Revised Statutes, 25-8-205.3, **repeal** (2)(c) as follows:

25-8-205.3. Exemption from control regulations for graywater research - definition. (2) A person collecting, treating, or using graywater pursuant to this section:

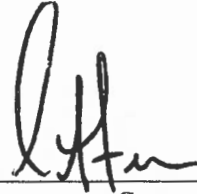
~~(c) May collect, treat, and use the graywater in an area that is not within the jurisdiction of any city, city and county, or county that has adopted an ordinance or resolution authorizing graywater use pursuant to section 25-8-205 (1)(g)(H);~~

SECTION 6. Act subject to petition - effective date. This act takes effect January 1, 2026; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within the ninety-day period after final adjournment of the general assembly, then the act, item, section, or part will not take effect unless approved by the people at the general election to be

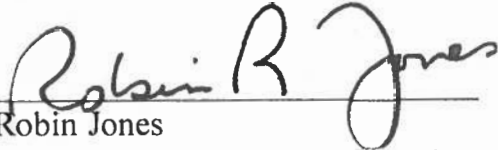
held in November 2024 and, in such case, will take effect January 1, 2026, or on the date of the official declaration of the vote thereon by the governor, whichever is later.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Steve Fenberg
PRESIDENT OF
THE SENATE



Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Wednesday May 29th 2024 at 12:20 PM
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

Future Agenda Items/Work Sessions

- Fees and Fine Schedule – Budget Season
- Definition of Light Industrial EQR
- 2nd Ice Park Meeting; City Fund Management & Operational Costs - TbD
- Ordinance for no bikes on Riverwalk Trail – TbD
- Update to Clarke Consultant Contract
- Work Session; Via Ferrata – Feb 2026
- Nonconformity Code Updates
- Bed & Breakfast Discussion – 2026