

**AGENDA
OURAY CITY COUNCIL**

Monday, May 18, 2026 - 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. PUBLIC HEARINGS
 - a. Ordinance 4, Series 2026 - Amending Section 7-7 - Use Regulations of the Ouray Municipal Code to Update the City's Review Process for Affordable Housing Development Applications (Murphy)
 - b. Ordinance 5, Series 2026 - Amending Section 9-19 - Back-Flow and Cross Connections of the Ouray Municipal Code to Allow Right of Entry for Testing (Coleman)
5. CITIZENS' COMMUNICATION

Speakers will be recognized in order by raised hands. Please remain seated until you are called upon. Once recognized, come to the podium, state your name and address clearly, and present your comments. Each speaker is allotted up to five minutes. All questions should be directed to the Mayor, who may refer them to the appropriate party. Please note that neither the Mayor nor the Council will engage in debate with speakers during this portion of the meeting. Comments or interruptions from the audience outside of the podium are not permitted. After all in-person speakers have been heard, remote participants will be given the same opportunity.
6. CEREMONIAL/INFORMATIONAL
 - a. Peace Jam International - Ouray School
7. CONSENT AGENDA
 - a. Approval of Minutes - April 6, 2026
 - b. Reappoint PARC member Trisha Johnson
8. ACTION ITEMS
 - a. Resolution 8, Series 2026 - Adopting the 2026 Colorado Maximum Rent Calculation for Affordable, Attainable or Workforce Housing Regulations - OMC 7-7-K (10 minutes)
 - b. Ordinance 4, Series 2026 - Amending Section 7-7 - Use Regulations of the Ouray Municipal Code to Update the City's Review Process for Affordable Housing Development Applications (SECOND READING)
 - c. Ordinance 5, Series 2026 - Amending Section 9-19 - Back-Flow and Cross Connections of the Ouray Municipal Code to Allow Right of Entry for Testing (SECOND READING)
 - d. Standard Form of Agreement between City of Ouray and Morton Electric, Inc. for Construction Services (10 minutes)
 - e. Appointment of Kim Schinew to the Park & Recreation Committee

9. DISCUSSION ITEMS
 - a. Future Agenda Items
10. DEPARTMENT REPORTS
 - a. City Administrator Metteer
 - b. Director of Finance and Administration Rhoades
 - c. Community Development Director Murphy
11. CITY COUNCIL UPDATES
Mayor Underwood, Mayor Pro Tem Schiffer, Councilor Lindsey Scott, Councilor Hart, and Councilor Doherty
12. ADJOURNMENT

ORDINANCE NO. 4 (Series No. 2026)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, AMENDING SECTION 7-7 – USE REGULATIONS OF THE OURAY MUNICIPAL CODE TO UPDATE THE CITY’S REVIEW PROCESS FOR AFFORDABLE HOUSING DEVELOPMENT APPLICATIONS

WHEREAS, the City of Ouray (the “City”) is a home-rule municipality, duly organized and existing under the City’s Home Rule Charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the City of Ouray acting by and through its City Council has the power to amend the Ouray Municipal Code (the “Municipal Code” or “OMC”) pursuant to state statutes, Section 2.7.C. of the Charter, and Section 1-3 of the Municipal Code, and all such amendments shall become a part of the Municipal Code; and

WHEREAS, in 2022, Colorado voters approved Proposition 123 which, among other requirements, requires a local government to implement an expedited review/fast track process by December 31, 2026 for the City, and affordable housing projects in the City, to be eligible for Proposition 123 financial assistance/grant funds (from DOLA and/or OEDIT); and

WHEREAS, the City wishes to allow developments with fifty percent (50%) or more residential units classified as Affordable Housing, Attainable Housing, or Workforce Housing to qualify for expedited review pursuant to Proposition 123 policy; and

WHEREAS, the City Council wishes to amend Section 7-7 of the Municipal Code to comply with Proposition 123 by establishing an expedited review process for affordable housing projects within the City; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Municipal Code outlined herein are reasonably necessary to promote the legitimate public purposes of the public health, safety, and welfare.

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

SECTION 1: Recitals

The City Council hereby incorporates by reference and conclusively makes the above recitals as findings of fact.

SECTION 2: Amendments

Sections 7-7-A and 7-7-K of the Municipal Code of the City of Ouray, Colorado are hereby amended with **bold underlined** additions and ~~striketrough~~ deletions, as set forth in **Exhibit**

A.

SECTION 3: Effective Date

The provisions of this Ordinance shall become effective thirty (30) days after final publication of the Ordinance in accordance with the Charter.

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 __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council, this __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

CERTIFICATE OF ATTESTATION

I, Kara Rhoades, Ouray City Clerk, hereby certify that Ordinance No. __ (Series No. 2026), was introduced, read, passed on first reading on _____, 2026. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on _____, 2026, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2026, and thereafter published in the *Ouray County Plaindealer* as required by law.

Kara Rhoades, City Clerk

EXHIBIT A
Ouray Municipal Code Section 7-7 Use Regulations
Ouray Municipal Code Section 7-7-K Affordable, Attainable, or Workforce Housing



Ouray Municipal Code Section 7-7 Use Regulations

A. Table of Allowed Uses

P = Permitted Use		Blank Cell = Prohibited Use					
L = License Required							
C = Conditional Use							
Use Category	Use Type	R-1	R-2	C-1	C-2	P-1	P-2
Residential Use							
Household Living	Dwelling - Single-Family	P	P	C*	C*		
	Dwelling - Duplex	P	P	C*	C*		
	Dwelling - Multifamily		P	C*	C*		
	Dwelling - Modular	P	P	C	C		
	Dwelling - Manufactured			C	C		
	Dwelling - Mobile Home			C	C		
	Timeshares		C	C	C		
	Accessory Dwelling Unit (ADU)	P	P	C*	C*		
	<u>Affordable, Attainable, and Workforce Housing</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>		
* * * *							

K. *Affordable, Attainable, or Workforce Housing*

1. *Applicability*

- a. **This section applies to application types identified in subsection “b” for which fifty percent (50%) or more of the residential units in the development constitute Affordable Housing, Attainable Housing, or Workforce Housing as defined by OMC Sec. 7-4. In the event of a conflict between OMC Sec. 7-4 and state law, the project shall comply with the definition of “affordable housing” set forth in CRS § 29-32-101.** The incentives apply to any application for Development Review under Section ~~7-5~~ submitted to the City for the development or re-development of a parcel of land where five (5) dwelling units or less will be located.
- b. **The incentives provided below shall apply to the following application types including, but not limited to:**
 - i. **Residential site development permits submitted to the City in accordance with OMC Sec. 7-5-D-2;**
 - ii. **Residential conditional use permits set forth in OMC Sec. 7-7-A;**
 - iii. **Building permit applications;**
 - iv. **Mixed-use developments with fifty percent (50%) or more residential units; and**
 - v. **Variance requests or special use permits submitted to the City in accordance with OMC Sec. 7-5 for the development or redevelopment of a parcel that qualifies under this section.**
- c. ~~b-~~ These incentives shall be a use-by-right **Permitted Use** within the **Residential (R-1) and Residential – High Density (R-2) Zoning Districts** ~~zone district and a~~ **Conditional Use within the Commercial (C-1) and Commercial – Industrial (C-2) Zoning Districts** ~~or the Mixed-Use Overlay District.~~
- d. ~~e-~~ These regulations require a deed restriction and covenant to be executed by the real property owner which will run with the land and be binding on all successors or assigns. A copy of the Official Deed Restriction and Covenant Agreement, as amended from time to time, shall be maintained in the City Clerk’s office available for public inspection.
- e. ~~d-~~ The terms contained in the Official Deed Restriction and Covenant agreement are incorporated herein by reference and are required to be met by Applicant.
- f. **In accordance with C.R.S. § 29-32-105(2)(d), developers qualifying for Expedited Review pursuant to subsection 7-7-K-2-e may opt out of Expedited Review at any time during the review process, subject to written notice to the Administrator.**
- g. **The Expedited Review Timeline set forth in Section 7-7-K-2-e may be extended for an additional period not to exceed ninety (90) days at the request of the applicant; to comply with state law or a court order; or to accommodate a review period required by another local government, tribal government, or**

agency, whether internal or external, for any component of the application requiring such approval, pursuant to C.R.S. § 29-32-105(2)(b). Additionally, the City may extend the Expedited Review Timeline pursuant to C.R.S. § 29-32-105(2)(c).

2. *Incentives*

- a. *Increased Density.* The maximum density for each Dwelling Unit shall be 1,500 sq. ft.
- b. *Reduced Off-Street Parking.* The off-street parking requirements shall be reduced by one (1) parking space for every five (5) required off street parking spaces under Table 7-8-E. To the extent these parking requirements cause a hardship in accordance with Section 7-5-D-4, a variance may be requested.
- c. *Reduced Permit Fees.* Applicants that add three (3) or more dwelling units that are restricted by deed under these regulations shall receive fifty percent (50%) reduction in the Building Permit fees assessed by the City.
- d. *EQR Off-Set Program.* To the extent that the City of Ouray maintains an EQR off-set program where dwelling unit occupants are afforded credits toward the City water and sewer utility invoices, any qualified occupants residing in dwelling units permitted herein shall automatically be enrolled in such a program.
- e. **Expedited Review Timeline** ~~Permit Process Priority.~~ **An application determined to be complete pursuant to OMC Sec. 7-5-C-2-f and submitted under these regulations shall be reviewed by the appropriate decision-maker pursuant to OMC Section 7-5-4-b and Table 7-5-B. The Administrator shall issue a final decision of approval, approval with conditions, or denial within ninety (90) calendar days, or as specified under C.R.S. § 29-32-105, after submission of a complete application.** ~~To the extent City staff has adequate time, any application submitted under these regulations shall receive priority in the City land use review process.~~



To: City of Ouray City Council

cc: Dan Murphy, Community Development Director

From: Eva Henson, Housing Services Director

Date: May 18, 2026

RE: Support Letter Ordinance 4, Series 2026 – Amending Section 7-7 – Review Processing for Affordable Housing (Public Hearing)

Dear Mayor Underwood and Members of the Ouray City Council,

On behalf of the Home Trust of Ouray County, we are writing to express our strong support for the proposed amendment to Section 7-7-K of the Ouray Municipal Code to establish compliance with Colorado Proposition 123 Fast-Track requirements.

As our region continues to experience significant housing challenges, particularly for local workforce households and residents seeking below-market housing opportunities, it is critical that the City pursue every available tool and funding opportunity to support housing development. The proposed amendment demonstrates the City's proactive commitment to reducing barriers, improving predictability within the development review process, and advancing housing solutions that benefit the entire community.

We appreciate the extensive work completed by City staff, the Planning Commission, and City Council over the past several years to evaluate affordable housing strategies, deed restrictions, and regulatory incentives. The adoption of Ordinance No. 1, Series 2025, was an important step forward, and the City's completion of its Proposition 123 unit count commitment in January 2026 further demonstrated its commitment to supporting regional housing goals.

Pursuing Fast-Track compliance through this ordinance amendment is the next critical step toward achieving full compliance with Proposition 123 requirements. By adopting the expedited review process, the City will position itself to remain eligible for future Proposition 123 funding opportunities and ensure the ability to opt into the next three-year funding cycle for 2027–2029 later this year.

Communities adopting Fast-Track requirements before June 30, 2026, are also eligible to receive up to \$45,000 in DOLA Local Planning Capacity grant funding with no local match required. The Town of Ridgway and Ouray County have both completed their Proposition 123 unit count commitments and Fast-Track implementation processes, achieving full compliance with Proposition 123 requirements. As a result, both jurisdictions are eligible for \$50,000 in Local



Planning Capacity incentive funding and have formally directed those funds toward the existing regional housing services administrative scope, extending operational capacity and program support through 2028. We believe the City of Ouray should similarly pursue all available resources and incentives that support long-term housing planning and implementation efforts.

The Fast-Track framework established through Proposition 123 offers meaningful opportunities for communities like Ouray to access additional financial resources and incentives that can directly support below-market housing production. Establishing an expedited review process for developments with significant affordable, attainable, or workforce housing components is a practical and responsible approach that aligns with the goals identified in the Community Plan, Housing Needs Assessment, and broader regional housing priorities.

The Home Trust of Ouray County supports policies that encourage a diversity of housing types, price points, streamline approval processes for qualifying projects, and create clearer pathways for housing development. We respectfully encourage the City Council to approve the proposed amendment and continue advancing efforts that support long-term housing stability and affordability within the City of Ouray.

Thank you for your leadership and continued commitment to addressing housing needs within our community.

Sincerely,

A handwritten signature in cursive script that reads "Eva Henson".

Eva Henson

Housing Services Director

Home Trust of Ouray County

ORDINANCE NO. 5 (Series No. 2026)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, AMENDING SECTION 9-19 – BACK-FLOW AND CROSS CONNECTIONS OF THE OURAY MUNICIPAL CODE TO ALLOW RIGHT OF ENTRY FOR TESTING

WHEREAS, the City of Ouray (the “City”) is a home-rule municipality, duly organized and existing under the City’s Home Rule Charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the City of Ouray acting by and through its City Council has the power to amend the Ouray Municipal Code (the “Municipal Code” or “OMC”) pursuant to state statutes, Section 2.7.C. of the Charter, and Section 1-3 of the Municipal Code, and all such amendments shall become a part of the Municipal Code; and

WHEREAS, the City has a program to monitor cross connections in its water distribution system and require installation of backflow prevention assemblies or methods; and

WHEREAS, as part of the backflow prevention program, the City requires such backflow prevention assemblies be tested by a certified cross-connection control technician at the time of installation and on an annual schedule thereafter; and

WHEREAS, to ensure such tests are conducted on schedule and in a timely manner, the City wishes to establish authority for the right of entry onto customers’ property for completion of testing on backflow prevention assemblies; and

WHEREAS, the City Council wishes to amend Section 9-19 of the Municipal Code to allow the City to test and inspect backflow prevention devices; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Municipal Code outlined herein are reasonably necessary to promote the legitimate public purposes of the public health, safety, and welfare.

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

SECTION 1: Recitals

The City Council hereby incorporates by reference and conclusively makes the above recitals as findings of fact.

SECTION 2: Amendment

Section 9-19 of the Municipal Code of the City of Ouray, Colorado is hereby amended with **bold underlined** additions and ~~striketthrough~~ deletions, as set forth in **Exhibit A**.

SECTION 3: Effective Date

The provisions of this Ordinance shall become effective thirty (30) days after final publication of the Ordinance in accordance with the Charter.

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 __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council, this __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

CERTIFICATE OF ATTESTATION

I, Kara Rhoades, Ouray City Clerk, hereby certify that Ordinance No. __ (Series No. 2026), was introduced, read, passed on first reading on _____, 2026. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on _____, 2026, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2026, and thereafter published in the *Ouray County Plaindealer* as required by law.

Kara Rhoades, City Clerk

EXHIBIT A

9-19 Back-Flow and Cross Connections

A. Applicability

This Section applies to all connections to the City of Ouray water distribution system whether within the City of Ouray or outside the City. This Section does not apply to single-family (as defined herein) residential service connections unless the City becomes aware of a cross connection at the single-family connection.

B. Definitions

1. "Backflow" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the City of Ouray water distribution system from any source or sources other than its intended source.
2. "Backflow contamination event" means backflow into the City of Ouray water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health or safety risk to the public.
3. "Backflow prevention assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
4. "Backflow prevention method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
5. "Certified cross-connection control technician" means a person who possesses a current valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA).
6. "Containment" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the City of Ouray water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the City of Ouray water system is prevented.
7. "Cross connection" means any connection that could allow any water, fluid, or gas to flow from any pipe, plumbing fixture, or a customer's water system into the City of Ouray water distribution system or any other part of the City of Ouray water system through backflow.

8. "Customer" means the owner of real property that is connected to the City water distribution system and the agent or tenant of such owner.
9. "Multi-family," as used in this Section, means a single residential connection to the City of Ouray water distribution system from which two or more separate dwelling units are supplied water.
10. "Owner" means the person or persons identified as the owner of real property in the records of the Ouray County Assessor.
11. "Single-family," as used in this Section, means:
 - a. A dwelling designed exclusively for and occupied exclusively by one (1) family and supplied by a separate service line; or
 - b. A building comprised of multiple dwelling units where each dwelling unit is supplied by a separate service line.
12. "Uncontrolled" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.
13. "Water supply system" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premises plumbing systems.

C. *Requirements*

1. Commercial, industrial, and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly or method shall be installed at the customer's water service connection within one-hundred-twenty (120) days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the City of Ouray. If the assembly or method cannot be installed within one-hundred-twenty (120) days, the City of Ouray shall take action to control or remove the cross connection, suspend service to the cross connection, or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.
2. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.
3. In instances where a reduced pressure principle backflow preventer cannot be installed, the customer must install approved backflow prevention devices or methods at all cross-connections within the customer's plumbing system.

4. Backflow prevention assemblies and methods shall be installed in a location that provides access for maintenance, testing, and repair.
5. Reduced pressure principle backflow preventers shall not be installed in a manner subject to flooding.
6. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner that does not impact waters of the State of Colorado.
7. All assemblies and devices shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. Devices must be reinstalled and then tested by a certified cross-connection control technician prior to the service being activated.
8. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
9. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a certified cross-connection control technician.
10. All backflow prevention assemblies and methods, and all required installations within the customer's plumbing system in the cases where containment assemblies and/or methods cannot be installed, shall be subject to inspection testing, maintenance, and, as needed, repair and replacement.
11. The cost for design, installation, maintenance, testing, and as needed repair and replacement, shall be borne by the customer.
12. No existing nonconforming cross connection shall be permitted except for fire sprinkler systems where the installation of a backflow prevention assembly or method would compromise the integrity of the fire sprinkler system.
13. For new buildings, all building plans must be submitted to the City of Ouray and approved prior to connection to the water distribution system. Building plans must show:
 - a. Water service type, size and location;
 - b. Meter size and location; and
 - c. Backflow prevention assembly size, type and location.

14. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.

15. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.

16. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

17. In cases where the installation of a backflow prevention assembly or method would compromise the integrity of the fire sprinkler system the City of Ouray water system will not require the backflow protection. The City of Ouray will measure chlorine residual at the service connection once a month and perform periodic bacteriological testing at the site. If the City of Ouray determines that water quality issues exist it may require that the fire sprinkler system be flushed periodically.

D. *Inspection, Testing, and Repair*

1. Backflow prevention devices or methods shall be tested by a certified cross-connection control technician upon installation and tested at least annually thereafter. **The customer is responsible for ensuring such tests are completed; however, the City reserves the right to test or otherwise check the installation and operation of any backflow prevention assembly and has the right of entry onto a customer's property to do so.** Tests shall be made at the expense of the customer.

2. Backflow prevention devices, or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. Inspections shall be made at the expense of the customer.

3. As necessary, backflow prevention devices shall be repaired and retested or replaced and tested, at the expense of the customer whenever the devices are found to be defective.

4. Testing gauges shall be tested and calibrated for accuracy at least once annually.

E. *Reporting and Recordkeeping*

1. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.

2. Copies of records of test reports, repairs and retests shall be submitted to the City of Ouray by mail, facsimile or electronic mail by the testing company or testing technician.

3. Information on test reports shall include, at a minimum, the following:

- a. Assembly or method type;
- b. Assembly or method location;
- c. Assembly manufacturer, model and serial number;
- d. Assembly size;
- e. Test date;
- f. Test results including all results that would justify a pass or fail outcome;
- g. The certified cross-connection control technician's certification agency, certification number, and certification expiration date; and
- h. The test kit manufacturer, model, serial number, and calibration date.

F. *Right of Entry*

The City of Ouray shall have the right of entry to inspect any and all buildings and premises for the presence of cross connections for possible contamination risk ~~to~~ and for determining compliance with this Section. **The City shall also have the right of entry to install, maintain, test, and/or inspect any backflow prevention assembly or method.** This **Such** rights of entry shall be a condition of water service in order to protect the health, safety, and welfare of customers throughout the City of Ouray water distribution system. **In the event the customer refuses entry, or the City is unable to obtain the customer's permission, to enter such building or premises, the City may seek assistance from any court of competent jurisdiction in obtaining such entry.**

G. *Compliance*

1. Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement, of backflow prevention assemblies and with the inspection process. For any identified uncontrolled cross-connections, the City of Ouray shall complete one of the following actions within one-hundred-twenty (120) days of its discovery:
 - a. Control the cross-connection;
 - b. Remove the cross-connection;
 - c. Suspend service to the cross-connection; or
 - d. Suspend water service to the property.

The City will not restore service until the customer has fully complied with all provisions of this Section 9-19.

2. The City of Ouray shall give notice in writing to any customer whose plumbing system has been found to present a risk to City of Ouray water distribution system through an uncontrolled cross connection. The notice shall state that the customer must install a backflow prevention assembly or method at each service connection to the customer's premises to contain the water service. The notice will give a date by which the customer must comply.

3. In instances where a backflow prevention assembly or method cannot be installed, the customer must install approved backflow prevention devices or methods at all cross-connections within the customer's water supply system. The notice will give a date by which the customer must comply with the order.

H. *Violations and Penalties*

It shall be unlawful to violate any provision of this Section [9-19](#). Violations of this Section are declared to be a nuisance, which may be abated in any lawful manner. **Punishment for violation of this Section 9-19 shall be in accordance with the provisions of Section 1-4 of the Code. In addition, all customers shall be civilly liable to the City for all damages done to the City's water supply system, and for the cost of repairs and cleanup in the event the customer has failed to comply with the provisions of this Section.** The City of Ouray Police, ~~or~~ Code Enforcement Officer, **or City Administrator** shall have the power to issue warning notices or a summons and complaint to any person in violation of this Section.

I. *Conflict with Other Law*

In the event of any conflict between the provisions of this Section and any state or federal law, rule or regulation, or other City ordinances or regulations, the more stringent shall apply. (Source: Ordinance No. 1, 2018)



Ouray City Council Regular Meeting

Monday, April 6, 2026 6:00 PM

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

Dave Doherty: Absent
Jenny Hart: Present
Peggy Lindsey: Present
Kevin Schiffer: Present
Michael Underwood: Present

Also present were: City Administrator Michelle Metteer, Finance and Administration Director Kara Rhoades, Public Works Director Joe Coleman, Police Sergeant Matt Troxell, and City Attorney Harper Powell, Director of Park and Recreation Joe Brown, and Director of Tourism & Destination marketing, Kailey Rhoten

1. CALL TO ORDER

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

2. ROLL CALL

3. REMOTE PARTICIPATION PER RESOLUTION 14, SERIES 2022

a. Consideration of a Request from Councilor Peggy Lindsey to Participate in this Meeting Remotely

Councilor Lindsey is able to participate from zoom. This motion, made by Kevin Schiffer and seconded by Jenny Hart, Carried.

Jenny Hart: Yea, Peggy Lindsey: Abstain (With Conflict), Kevin Schiffer: Yea, Michael Underwood: Yea

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

5. CITIZENS' COMMUNICATION

During Citizens Communication, the citizens of Ouray brought forward the following items:

Conde Sluga stated the need to discuss the pool building. As the topic of the pool building was a discussion item for this council meeting, it was tabled until then.

Mike Hakola discussed the need for a code enforcement officer when it comes to fire hazards around town. Mayor Underwood understood the citizen's need for a code enforcement officer..

Mike Hakola inquired about what triggers the interior lighting of park bathroom.

Laurie Hakola asked about Locking/Securing the Woman's Club park bathroom at night.

During the discussion about securing the park bathrooms, once citizens understood the budget of the Parks and Recreation department, there was one citizen who volunteered to lock/unlock the bathroom. The Director

Brown, understood that this town runs off volunteering from citizens. A Woman's Club representative offers to cover the costs of locks. The Director Brown, offered to meet later.

John Hart stated the want to reopen the conversation about Oak St paving. Citizen Hart requested a work session held to discuss the paving of Oak Street.

6. CONSENT AGENDA

Motion to approve the Consent Agenda. This motion, made by Jenny Hart and seconded by Kevin Schiffer, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

- a. Approval of Minutes - February 17, 2026
- b. Approval of Minutes - March 2, 2026
- c. Approval of Minutes - March 16, 2026

7. ACTION ITEMS

- a. Amendment No. 1 to the Intergovernmental Agreement (IGA) regarding the Provision of Law Enforcement Services (15 minutes)

Councilor Hart, City Administrator Metteer and Director Rhodes spoke about the budget for this, and the future budget needing to be revisited. Budget and research for budget explained.

Mayor Underwood opened the floor for public comment.

John Wood- let his disappointment be known about this situation. As well as called out the Mayor's December promises and the number of meetings over this situation. Reminded the council how the citizens of Ouray want their own Police Chief and police hired.

Cathy Hall- discussed an incident where there was an inebriated individual on a bench that had required the sheriffs, even though the incident happened outside the city police station.

Rich West-asked about the previous discussion about police and chief is still the plan. City Administrator Metteer explained all that has been done up to date and plan for hiring police chief. Rich West discussed the lack of use of police cars after their investment in them.

Police Administrative Assistant Lucy Reeder- aired grievances and how the police situation affects their lives. As well as warning that hiring a police chief before summer, it does not give them time to be ready for summer, this close to summer.

Motion to approve the Amendment No. 1 to the intergovernmental agreement (IGA) regarding the provision of Law enforcement services. This motion, made by Kevin Schiffer and seconded by Jenny Hart, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

- b. 2026 Lodging Occupancy Tax (LOT) Tourism Fund Grant Award (15 minutes)

Mayor Pro Tem Schiffer made a point of approval, and clearly stated potential conflict of interest and waited to be advised. Citizens discussed.

Citizens brought up concerns:

John Wood-educated the room on the history of TAC + LOT, not matching the current use.

Ashley Hinline –inquired about tracking accountability with use of LOT funds, and tracking success.

Councilors Hart and Schiffer offered perspectives and knowledge about protocols and procedures and benefits while understanding the concerns.

Mayor Pro Tem Schiffer along with Ms. Nergui, TAC chair, shared how TAC operates. Ms. Nergui stated accurate information that the tax is collected by lodgers yet paid for by visitors. So more than just lodgers can use these funds, as well as reminded the public that they were invited to the meeting to go over these proposals.

Director Rhoten, stated there are follow-up reports that are required.

Bruce Ward, who attended TAC meeting, spoke in praise of how TAC chose who to award funds to, as well as supports revisiting use of funds in future.

Jason Perkins, discussed his own history with TAC and LOT grants and voices the idea it might be time for smaller grants or rubric for grants.

Motion to approve on action item, 2026 Lodging Occupancy Tax (LOT) Tourism Fund Grant Award. This motion, made by Kevin Schiffer and seconded by Jenny Hart, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

c. Hot Springs Pass Program (5 minutes)

Councilor Hart voiced appreciation for the cost ceiling and temporary use, to bring more tourists to town. Mayor Pro Tem Schiffer, thanked Mr. Perkins for the idea and states that this is what council should be doing.

Motion to approve presented action item. This motion, made by Jenny Hart and seconded by Kevin Schiffer, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

d. PST Engineering, LLC Contract (5 minutes)

Councilor Hart was appreciative of the incoming help for Mr. Coleman for this project.

Motion to approve this item as presented. This motion, made by Jenny Hart and seconded by Kevin Schiffer, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

e. Appointment of Crystal Tadlock to the Tourism Advisory Committee (5 minutes)

Councilor Hart and Mayor Pro Tem Schiffer discussed limits on seating members of TAC.

Motion to approve action item as presented. This motion, made by Jenny Hart and seconded by Kevin Schiffer, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

f. Appointment of Kim Shinew to the Tourism Advisory Committee (5 minutes)

Councilor Hart shared appreciation of the public joining committees.

Motion to approve action item as presented. This motion, made by Kevin Schiffer and seconded by Jenny Hart, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

8. DISCUSSION ITEMS

a. Ordinance Modification: 04-2000 – Terms of the Planning Commission (20 minutes)

Mayor Underwood asked council members to review the planning commission bullet points and offer feedback.

Councilor Hart stated that they would like to have pronouns reflect more than one gender. Councilor Hart and Mayor Pro Tem Schiffer opened discussion over language pertaining to planning commission council liaison.

Mayor Pro Tem Schiffer asked that language be added to accommodate people leaving council or the planning commission during odd times of year or due to unplanned vacancies.

Mayor Pro Tem Schiffer stressed that ranked choice should be an option, but not force future councils to use rank choice voting. Thus opened up discussion over the importance of making sure the future council has the same freedom as the current council. Mayor Underwood would like to have clarity in language over acceptable voting options.

John Wood- voiced the danger of lock-off options for future leadership and the effect of hindering future citizens from wanting to join local government.

City Administrator Metteer, summarized concerns and points made in discussion.

b. Pool House Design (15 minutes)

Councilor Lindsey voiced opposition the new pool house, citing current remaining debt and voiced the idea of focusing on fixing the current pool house for less. Councilor Hart and Mayor Pro Tem Schiffer disagreed and stand in unity that the current pool house is not worth investing in.

Citizen discussion opened. Many citizens spoke against the new pool house, citing current debt, and current enjoyment of the pool. Other citizens voiced their knowledge with previous city heads and tours taken where they learned about the damage and vast repairs needed for the current pool house, and stated how it would be better to invest in a new pool house. Some citizens asked to halt designs and implementation until after tourism numbers and profits can be collected. Other citizens gave ideas over funding, offering the idea of public/private partnerships and fundraising first before moving forward.

Councilor Lindsey spoke on want a structural engineer to tell her exactly how the pool house is on its last leg, and how to get structurally sound. Director Brown, discussed how, if we stop the current redesign process, we will be spending the same amount of money on designing without a finished product. Then he went onto discuss how he has had inspectors cite the level of decay at the current pool house, and how it is when, not if, the City has to shut down the pool due to it not being up to code during repairs, or due to sewer and water issues; included how insurance will not cover parts of the current pool house due to what the insurance inspector deemed dilapidated status. Director Brown stood with council to prepare for a new pool house eventually, not immediately, citing agreement to be conservative fiscally.

c. Future Agenda Items

Mayor Underwood referred to the packet of future agenda items and their corresponding dates. Mayor Pro Tem Schiffer requested for the tobacco future agenda item to be removed due to lack of police to enforce it. Councilor Hart asked to move it to 2027.

Councilor Hart wanted to have a further discussion over wildfire resiliency code adoption. Would like to bring Aaron Johnson, hired by the state to educate on code adoption, a speaker to speak on code adaptation. Mayor Pro Tem Schiffer and Mayor Underwood agreed on having speaker come out. Tentative date 5-6-26, pending his availability.

9. DEPARTMENT REPORTS

Mayor Underwood asked the council to ask specific questions for department heads based on what is in the packet.

a. City Administrator Metteer

Councilor Hart offered support for the code enforcement and asks if direction is needed.
City Administrator Metteer discussed the plan in motion and how the "teeth" will work as well as why they are needed.

b. Fire Chief Kunz

Mayor Underwood refers to packet.

c. Public Works Director Coleman

Councilor Hart inquired over if/when the Public Works building is replaced is there anything able to be reused from the current building.
Director Coleman, stated no, to instead recycle to Recla.

d. Parks and Recreation Director Brown

Director Brown, agreed that finances are interesting this year but emphasized "be prepared for pool house needs." Added urgency to request direction to move forward on the Via Ferrata fee structure, to implement.
Council agreed.

Councilor Hart inquired about the Woman's Club park benches being able to be repaired.

e. Marketing & Communication Director Rhoten

Director Rhoten, highlighted packet information that the Marketing and Communication Department received a \$20,000 grant from The Tourism Management Grant from the Colorado Tourism Office.

Councilor Hart, showed appreciation over all the work the staff does based on what is in the packets.

10. CITY COUNCIL COMMUNICATION

a. Mayor Underwood

Mayor Underwood asked to be endorsed by council to become a board director of the Colorado Municipal League board of directors.
Councilor Lindsey head nodded to endorse.

b. Mayor Pro Tem Schiffer

No update was given.

c. Councilor Lindsey

Councilor Lindsey stated large thanks for Lucy and Brian for helping her clean up after the staff lunch on March 17th and showed pictures from the 28 staff in attendance at the lunch.

d. Councilor Hart

Councilor Hart, reminded the public of the wildfire mitigation open houses for community coming up, April 22nd and May 17th..And then followed up with the Wildfire mitigation planning is underway.

e. Councilor Doherty

Not present.

11. EXECUTIVE SESSION

Ouray City Council will enter an executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with the City Attorney for the purposes of receiving legal advice on specific legal questions, including matters related to OH v. Little Switzerland, Ouray County District Court Case No. 24CV30020. The executive session will also be held pursuant to C.R.S. 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop negotiation strategy, and instruct negotiators. The subjects of the executive session include threatened litigation against the City and an employment separation agreement.

Council went into executive session at 8:28pm on April 10th 2026.

Motion to enter Executive Session at 8:28pm on April 10th 2026. This motion, made by Peggy Lindsey and seconded by Kevin Schiffer, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

12. ADJOURNMENT

Executive session ended at 10:03pm on April 10th, 2026.

Motion to adjourn. This motion, made by Kevin Schiffer and seconded by Jenny Hart, Carried.

Jenny Hart: Yea, Peggy Lindsey: Yea, Kevin Schiffer: Yea, Michael Underwood: Yea

Michael Underwood, Mayor

ATTEST:

Rebecca Atkinson, Deputy Clerk

CERTIFICATION

I, Rebecca Atkinson, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, April 6, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, April 6, 2026.

Rebecca Atkinson, Deputy Clerk



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

APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

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

PART 1: PERSONAL DATA

Full Name: Trisha Johnson

Physical Address: [REDACTED]

Mailing Address: [REDACTED]

E-Mail Address: [REDACTED]@gmail

Home Telephone Number: [REDACTED]

Business Telephone Number: [REDACTED]

Present job title: owner/operator

Present employment is (circle one) Full-time Part-time

May we contact you at work for committee related issues? Yes No

PART 2: BACKGROUND INFORMATION

Please write the name of the committee for which you would like to be appointed:

PARCS

How long have you lived in the City of Ouray? 10 yrs

What do you think are the major issues affecting our City?

How do you envision your contribution to this committee?

Just Looking for Re-Appointment as PARC COMM CHAIR

Trisha Johnson

Signature

6/5/20

Date

TRISHA JOHNSON

Print Name





To: City of Ouray City Council

Cc: Dan Murphy, Community Development Director

From: Eva Henson, Housing Services Director

Date: May 18, 2026

RE: Consideration of Resolution No. 8, (Series 2026) – Adoption of 2026 Maximum Rent Calculation for Affordable, Attainable, and Workforce Housing (OMC 7-7-K)

BACKGROUND

The City of Ouray utilizes Area Median Income (AMI) figures published by the U.S. Department of Housing and Urban Development (HUD) and adopted by the Colorado Housing and Finance Authority (CHFA) to establish income and rent limits for deed-restricted housing programs. These standards ensure consistency with statewide affordable housing programs and provide a uniform methodology for administering local housing regulations under OMC Section 7-7-K.

The city has historically adopted AMI-based rent limits through resolution to ensure alignment with updated CHFA income data and maintain consistency with housing tax credit and affordability standards applicable in Ouray County.

The proposed resolution updates the City's maximum rent calculation to reflect 2026 CHFA AMI data for a household size of two.

The calculation methodology remains unchanged and is defined as:

- Thirty percent (30%) of 120% AMI for a household of two, divided by twelve (12) months.

Based on the updated 2026 AMI figure, the resulting maximum allowable monthly rent is \$3,240 per unit, calculated using a household size of two, regardless of occupancy, for qualifying affordable, attainable, or workforce housing units

This update ensures the city continues to apply a consistent, transparent, and standardized methodology aligned with CHFA guidance and state affordable housing practices, using a fixed household size of two as the basis for all calculations regardless of actual occupancy.



FINANCIAL IMPACT

There is no direct fiscal impact associated with this resolution. The update reflects only a change in underlying AMI data and does not alter existing administrative procedures or staffing requirements.

RECOMMENDATION

1. Home Trust of Ouray County, as the regional Housing Services Administrator, recommends approval of Resolution No. 8 (Series 2026) adopting the 2026 maximum rent calculation for Affordable, Attainable, and Workforce Housing under OMC Section 7-7-K.

2. We also recommend that a future work session be considered to review the standardized deed restriction template and guidelines, related code provisions, and AMI table usage. This would provide an opportunity to further discuss best practices, ensure continued consistency in implementation, and support a coordinated regional approach to affordable housing policy, in alignment with state and countywide housing standards, as well as the City's housing needs assessment and adopted housing goals.

ATTACHMENTS

1. CHFA 2026-Rent-and-income-limits

RESOLUTION NO. 8 (SERIES 2026)

A RESOLUTION OF CITY COUNCIL OF THE CITY OF OURAY, COLORADO ADOPTING THE 2026 COLORADO MAXIMUM RENT CALCULATION FOR AFFORDABLE, ATTAINABLE OR WORKFORCE HOUSING REGULATIONS SET FORTH IN OURAY MUNICIPAL CODE SECTION 7-7-K.

WHEREAS, City Council is authorized to set maximum rent charged for occupants of units developed for affordable, attainable or workforce housing under the Ouray Municipal Code, Section 7-7-K;

WHEREAS, the maximum rent calculation is determined by using Area Median Income (AMI) figures published by US Department of Housing and Urban Development (“HUD”) and adopted by Colorado Housing and Finance Authority (“CHFA”) to determine housing tax credit projects maximum rent charges for Ouray County, Colorado. They are published at: www.chfainfo.com;

WHEREAS, the monthly AMI Rent Calculation is derived by taking thirty percent (30%) of the adjusted one-hundred and twenty (120%) AMI for a household size of two and dividing it by twelve, which for 2026 is \$3,240;

WHEREAS, City Council finds that the methods used to review and revise the AMI Rent Calculation for land use applications under OMC Section 7-7-K is appropriate and is hereby adopted for health, safety, and welfare for the public.

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

1. The AMI Rental Calculation (Maximum rent allowed to be charged) for affordable, attainable or workforce housing development applications submitted under Ouray Municipal Code, Section 7-7-K is \$3,240 regardless of the number of occupants.

ADOPTED this 18th day of May 2026 by the Ouray City Council.

CITY OF OURAY, COLORADO

Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

ORDINANCE NO. 4 (Series No. 2026)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, AMENDING SECTION 7-7 – USE REGULATIONS OF THE OURAY MUNICIPAL CODE TO UPDATE THE CITY’S REVIEW PROCESS FOR AFFORDABLE HOUSING DEVELOPMENT APPLICATIONS

WHEREAS, the City of Ouray (the “City”) is a home-rule municipality, duly organized and existing under the City’s Home Rule Charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the City of Ouray acting by and through its City Council has the power to amend the Ouray Municipal Code (the “Municipal Code” or “OMC”) pursuant to state statutes, Section 2.7.C. of the Charter, and Section 1-3 of the Municipal Code, and all such amendments shall become a part of the Municipal Code; and

WHEREAS, in 2022, Colorado voters approved Proposition 123 which, among other requirements, requires a local government to implement an expedited review/fast track process by December 31, 2026 for the City, and affordable housing projects in the City, to be eligible for Proposition 123 financial assistance/grant funds (from DOLA and/or OEDIT); and

WHEREAS, the City wishes to allow developments with fifty percent (50%) or more residential units classified as Affordable Housing, Attainable Housing, or Workforce Housing to qualify for expedited review pursuant to Proposition 123 policy; and

WHEREAS, the City Council wishes to amend Section 7-7 of the Municipal Code to comply with Proposition 123 by establishing an expedited review process for affordable housing projects within the City; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Municipal Code outlined herein are reasonably necessary to promote the legitimate public purposes of the public health, safety, and welfare.

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

SECTION 1: Recitals

The City Council hereby incorporates by reference and conclusively makes the above recitals as findings of fact.

SECTION 2: Amendments

Sections 7-7-A and 7-7-K of the Municipal Code of the City of Ouray, Colorado are hereby amended with **bold underlined** additions and ~~striketrough~~ deletions, as set forth in **Exhibit**

A.

SECTION 3: Effective Date

The provisions of this Ordinance shall become effective thirty (30) days after final publication of the Ordinance in accordance with the Charter.

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 __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council, this __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

CERTIFICATE OF ATTESTATION

I, Kara Rhoades, Ouray City Clerk, hereby certify that Ordinance No. __ (Series No. 2026), was introduced, read, passed on first reading on _____, 2026. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on _____, 2026, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2026, and thereafter published in the *Ouray County Plaindealer* as required by law.

Kara Rhoades, City Clerk

EXHIBIT A
Ouray Municipal Code Section 7-7 Use Regulations
Ouray Municipal Code Section 7-7-K Affordable, Attainable, or Workforce Housing



Ouray Municipal Code Section 7-7 Use Regulations

A. Table of Allowed Uses

P = Permitted Use		Blank Cell = Prohibited Use					
L = License Required							
C = Conditional Use							
Use Category	Use Type	R-1	R-2	C-1	C-2	P-1	P-2
Residential Use							
Household Living	Dwelling - Single-Family	P	P	C*	C*		
	Dwelling - Duplex	P	P	C*	C*		
	Dwelling - Multifamily		P	C*	C*		
	Dwelling - Modular	P	P	C	C		
	Dwelling - Manufactured			C	C		
	Dwelling - Mobile Home			C	C		
	Timeshares		C	C	C		
	Accessory Dwelling Unit (ADU)	P	P	C*	C*		
	<u>Affordable, Attainable, and Workforce Housing</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>		
* * * *							

K. *Affordable, Attainable, or Workforce Housing*

1. *Applicability*

- a. **This section applies to application types identified in subsection “b” for which fifty percent (50%) or more of the residential units in the development constitute Affordable Housing, Attainable Housing, or Workforce Housing as defined by OMC Sec. 7-4. In the event of a conflict between OMC Sec. 7-4 and state law, the project shall comply with the definition of “affordable housing” set forth in CRS § 29-32-101.** The incentives apply to any application for Development Review under Section 7-5 submitted to the City for the development or re-development of a parcel of land where five (5) dwelling units or less will be located.
- b. **The incentives provided below shall apply to the following application types including, but not limited to:**
 - i. **Residential site development permits submitted to the City in accordance with OMC Sec. 7-5-D-2;**
 - ii. **Residential conditional use permits set forth in OMC Sec. 7-7-A;**
 - iii. **Building permit applications;**
 - iv. **Mixed-use developments with fifty percent (50%) or more residential units; and**
 - v. **Variance requests or special use permits submitted to the City in accordance with OMC Sec. 7-5 for the development or redevelopment of a parcel that qualifies under this section.**
- c. ~~b.~~ These incentives shall be a use-by-right **Permitted Use** within the **Residential (R-1) and Residential – High Density (R-2) Zoning Districts** ~~zone district and a~~ **Conditional Use within the Commercial (C-1) and Commercial – Industrial (C-2) Zoning Districts** ~~or the Mixed-Use Overlay District.~~
- d. ~~e.~~ These regulations require a deed restriction and covenant to be executed by the real property owner which will run with the land and be binding on all successors or assigns. A copy of the Official Deed Restriction and Covenant Agreement, as amended from time to time, shall be maintained in the City Clerk’s office available for public inspection.
- e. ~~d.~~ The terms contained in the Official Deed Restriction and Covenant agreement are incorporated herein by reference and are required to be met by Applicant.
- f. **In accordance with C.R.S. § 29-32-105(2)(d), developers qualifying for Expedited Review pursuant to subsection 7-7-K-2-e may opt out of Expedited Review at any time during the review process, subject to written notice to the Administrator.**
- g. **The Expedited Review Timeline set forth in Section 7-7-K-2-e may be extended for an additional period not to exceed ninety (90) days at the request of the applicant; to comply with state law or a court order; or to accommodate a review period required by another local government, tribal government, or**

agency, whether internal or external, for any component of the application requiring such approval, pursuant to C.R.S. § 29-32-105(2)(b). Additionally, the City may extend the Expedited Review Timeline pursuant to C.R.S. § 29-32-105(2)(c).

2. *Incentives*

- a. *Increased Density.* The maximum density for each Dwelling Unit shall be 1,500 sq. ft.
- b. *Reduced Off-Street Parking.* The off-street parking requirements shall be reduced by one (1) parking space for every five (5) required off street parking spaces under Table 7-8-E. To the extent these parking requirements cause a hardship in accordance with Section 7-5-D-4, a variance may be requested.
- c. *Reduced Permit Fees.* Applicants that add three (3) or more dwelling units that are restricted by deed under these regulations shall receive fifty percent (50%) reduction in the Building Permit fees assessed by the City.
- d. *EQR Off-Set Program.* To the extent that the City of Ouray maintains an EQR off-set program where dwelling unit occupants are afforded credits toward the City water and sewer utility invoices, any qualified occupants residing in dwelling units permitted herein shall automatically be enrolled in such a program.
- e. **Expedited Review Timeline** ~~Permit Process Priority.~~ **An application determined to be complete pursuant to OMC Sec. 7-5-C-2-f and submitted under these regulations shall be reviewed by the appropriate decision-maker pursuant to OMC Section 7-5-4-b and Table 7-5-B. The Administrator shall issue a final decision of approval, approval with conditions, or denial within ninety (90) calendar days, or as specified under C.R.S. § 29-32-105, after submission of a complete application.** ~~To the extent City staff has adequate time, any application submitted under these regulations shall receive priority in the City land use review process.~~

ORDINANCE NO. 5 (Series No. 2026)

AN ORDINANCE OF THE CITY OF OURAY, COLORADO, AMENDING SECTION 9-19 – BACK-FLOW AND CROSS CONNECTIONS OF THE OURAY MUNICIPAL CODE TO ALLOW RIGHT OF ENTRY FOR TESTING

WHEREAS, the City of Ouray (the “City”) is a home-rule municipality, duly organized and existing under the City’s Home Rule Charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the City of Ouray acting by and through its City Council has the power to amend the Ouray Municipal Code (the “Municipal Code” or “OMC”) pursuant to state statutes, Section 2.7.C. of the Charter, and Section 1-3 of the Municipal Code, and all such amendments shall become a part of the Municipal Code; and

WHEREAS, the City has a program to monitor cross connections in its water distribution system and require installation of backflow prevention assemblies or methods; and

WHEREAS, as part of the backflow prevention program, the City requires such backflow prevention assemblies be tested by a certified cross-connection control technician at the time of installation and on an annual schedule thereafter; and

WHEREAS, to ensure such tests are conducted on schedule and in a timely manner, the City wishes to establish authority for the right of entry onto customers’ property for completion of testing on backflow prevention assemblies; and

WHEREAS, the City Council wishes to amend Section 9-19 of the Municipal Code to allow the City to test and inspect backflow prevention devices; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Municipal Code outlined herein are reasonably necessary to promote the legitimate public purposes of the public health, safety, and welfare.

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

SECTION 1: Recitals

The City Council hereby incorporates by reference and conclusively makes the above recitals as findings of fact.

SECTION 2: Amendment

Section 9-19 of the Municipal Code of the City of Ouray, Colorado is hereby amended with **bold underlined** additions and ~~striketrough~~ deletions, as set forth in **Exhibit A**.

SECTION 3: Effective Date

The provisions of this Ordinance shall become effective thirty (30) days after final publication of the Ordinance in accordance with the Charter.

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 __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

INTRODUCED, READ, AND ADOPTED on second reading by _____ vote of the Ouray City Council, this __ day of _____, 2026.

CITY OF OURAY, COLORADO

By _____
Michael Underwood, Mayor

ATTEST:

Kara Rhoades, City Clerk

CERTIFICATE OF ATTESTATION

I, Kara Rhoades, Ouray City Clerk, hereby certify that Ordinance No. __ (Series No. 2026), was introduced, read, passed on first reading on _____, 2026. The Ordinance was published, by title and summary, in the *Ouray County Plaindealer* on _____, 2026, and thereafter introduced, read, and adopted by the Ouray City Council on _____, 2026, and thereafter published in the *Ouray County Plaindealer* as required by law.

Kara Rhoades, City Clerk

EXHIBIT A

9-19 Back-Flow and Cross Connections

A. Applicability

This Section applies to all connections to the City of Ouray water distribution system whether within the City of Ouray or outside the City. This Section does not apply to single-family (as defined herein) residential service connections unless the City becomes aware of a cross connection at the single-family connection.

B. Definitions

1. "Backflow" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the City of Ouray water distribution system from any source or sources other than its intended source.
2. "Backflow contamination event" means backflow into the City of Ouray water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health or safety risk to the public.
3. "Backflow prevention assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
4. "Backflow prevention method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
5. "Certified cross-connection control technician" means a person who possesses a current valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA).
6. "Containment" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the City of Ouray water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the City of Ouray water system is prevented.
7. "Cross connection" means any connection that could allow any water, fluid, or gas to flow from any pipe, plumbing fixture, or a customer's water system into the City of Ouray water distribution system or any other part of the City of Ouray water system through backflow.

8. "Customer" means the owner of real property that is connected to the City water distribution system and the agent or tenant of such owner.
9. "Multi-family," as used in this Section, means a single residential connection to the City of Ouray water distribution system from which two or more separate dwelling units are supplied water.
10. "Owner" means the person or persons identified as the owner of real property in the records of the Ouray County Assessor.
11. "Single-family," as used in this Section, means:
 - a. A dwelling designed exclusively for and occupied exclusively by one (1) family and supplied by a separate service line; or
 - b. A building comprised of multiple dwelling units where each dwelling unit is supplied by a separate service line.
12. "Uncontrolled" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.
13. "Water supply system" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premises plumbing systems.

C. *Requirements*

1. Commercial, industrial, and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly or method shall be installed at the customer's water service connection within one-hundred-twenty (120) days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the City of Ouray. If the assembly or method cannot be installed within one-hundred-twenty (120) days, the City of Ouray shall take action to control or remove the cross connection, suspend service to the cross connection, or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.
2. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.
3. In instances where a reduced pressure principle backflow preventer cannot be installed, the customer must install approved backflow prevention devices or methods at all cross-connections within the customer's plumbing system.

4. Backflow prevention assemblies and methods shall be installed in a location that provides access for maintenance, testing, and repair.
5. Reduced pressure principle backflow preventers shall not be installed in a manner subject to flooding.
6. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner that does not impact waters of the State of Colorado.
7. All assemblies and devices shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. Devices must be reinstalled and then tested by a certified cross-connection control technician prior to the service being activated.
8. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
9. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a certified cross-connection control technician.
10. All backflow prevention assemblies and methods, and all required installations within the customer's plumbing system in the cases where containment assemblies and/or methods cannot be installed, shall be subject to inspection testing, maintenance, and, as needed, repair and replacement.
11. The cost for design, installation, maintenance, testing, and as needed repair and replacement, shall be borne by the customer.
12. No existing nonconforming cross connection shall be permitted except for fire sprinkler systems where the installation of a backflow prevention assembly or method would compromise the integrity of the fire sprinkler system.
13. For new buildings, all building plans must be submitted to the City of Ouray and approved prior to connection to the water distribution system. Building plans must show:
 - a. Water service type, size and location;
 - b. Meter size and location; and
 - c. Backflow prevention assembly size, type and location.

14. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.

15. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.

16. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

17. In cases where the installation of a backflow prevention assembly or method would compromise the integrity of the fire sprinkler system the City of Ouray water system will not require the backflow protection. The City of Ouray will measure chlorine residual at the service connection once a month and perform periodic bacteriological testing at the site. If the City of Ouray determines that water quality issues exist it may require that the fire sprinkler system be flushed periodically.

D. Inspection, Testing, and Repair

1. Backflow prevention devices or methods shall be tested by a certified cross-connection control technician upon installation and tested at least annually thereafter. **The customer is responsible for ensuring such tests are completed; however, the City reserves the right to test or otherwise check the installation and operation of any backflow prevention assembly and has the right of entry onto a customer's property to do so.** Tests shall be made at the expense of the customer.

2. Backflow prevention devices, or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. Inspections shall be made at the expense of the customer.

3. As necessary, backflow prevention devices shall be repaired and retested or replaced and tested, at the expense of the customer whenever the devices are found to be defective.

4. Testing gauges shall be tested and calibrated for accuracy at least once annually.

E. Reporting and Recordkeeping

1. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.

2. Copies of records of test reports, repairs and retests shall be submitted to the City of Ouray by mail, facsimile or electronic mail by the testing company or testing technician.

3. Information on test reports shall include, at a minimum, the following:

- a. Assembly or method type;
- b. Assembly or method location;
- c. Assembly manufacturer, model and serial number;
- d. Assembly size;
- e. Test date;
- f. Test results including all results that would justify a pass or fail outcome;
- g. The certified cross-connection control technician's certification agency, certification number, and certification expiration date; and
- h. The test kit manufacturer, model, serial number, and calibration date.

F. *Right of Entry*

The City of Ouray shall have the right of entry to inspect any and all buildings and premises for the presence of cross connections for possible contamination risk ~~to~~ and for determining compliance with this Section. **The City shall also have the right of entry to install, maintain, test, and/or inspect any backflow prevention assembly or method.** This **Such** rights of entry shall be a condition of water service in order to protect the health, safety, and welfare of customers throughout the City of Ouray water distribution system. **In the event the customer refuses entry, or the City is unable to obtain the customer's permission, to enter such building or premises, the City may seek assistance from any court of competent jurisdiction in obtaining such entry.**

G. *Compliance*

1. Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement, of backflow prevention assemblies and with the inspection process. For any identified uncontrolled cross-connections, the City of Ouray shall complete one of the following actions within one-hundred-twenty (120) days of its discovery:
 - a. Control the cross-connection;
 - b. Remove the cross-connection;
 - c. Suspend service to the cross-connection; or
 - d. Suspend water service to the property.

The City will not restore service until the customer has fully complied with all provisions of this Section 9-19.

2. The City of Ouray shall give notice in writing to any customer whose plumbing system has been found to present a risk to City of Ouray water distribution system through an uncontrolled cross connection. The notice shall state that the customer must install a backflow prevention assembly or method at each service connection to the customer's premises to contain the water service. The notice will give a date by which the customer must comply.

3. In instances where a backflow prevention assembly or method cannot be installed, the customer must install approved backflow prevention devices or methods at all cross-connections within the customer's water supply system. The notice will give a date by which the customer must comply with the order.

H. *Violations and Penalties*

It shall be unlawful to violate any provision of this Section [9-19](#). Violations of this Section are declared to be a nuisance, which may be abated in any lawful manner. **Punishment for violation of this Section 9-19 shall be in accordance with the provisions of Section 1-4 of the Code. In addition, all customers shall be civilly liable to the City for all damages done to the City's water supply system, and for the cost of repairs and cleanup in the event the customer has failed to comply with the provisions of this Section.** The City of Ouray Police, ~~or~~ Code Enforcement Officer, **or City Administrator** shall have the power to issue warning notices or a summons and complaint to any person in violation of this Section.

I. *Conflict with Other Law*

In the event of any conflict between the provisions of this Section and any state or federal law, rule or regulation, or other City ordinances or regulations, the more stringent shall apply. (Source: Ordinance No. 1, 2018)

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



CITY OF
OURAY
COLORADO

970.325.7211
Fax 970.325.7212
info@cityofouray.com

To: Mayor & City Council
From: Joe Coleman Director of Public Works
Date: May 18th 2026
Agenda Item: Standard Form of Agreement between City of Ouray and Morton Electric, Inc.

REQUEST:

Example: Consider the approval of the contract between the City of Ouray and Morton Electric, Inc. for the City Of Ouray Main Street Pedestrian Safety Project.

INTRODUCTION:

The City of Ouray received a grant through CDOT for this Main Street Pedestrians Safety Project. The City followed all the proper procurement policies and CDOT procedures to move forward with this project starting in the fall of 2026.

ANALYSIS:

This project is scheduled to start in the fall of 2026. There will be minor impacts to parking at the 'horseshoe' at the South end of town. The contractor will use best practices to mitigate with signage and approved traffic control through CDOT.

BUDGET / STAFF IMPACT:

The City of Ouray has budgeted funds for this project in the 2026 budget. PST Engineering has been hired for construction management, this will still require Public Works staff time.

RECOMMENDED ACTION OR PROPOSED MOTION:

City staff recommends the approval of the contract between the City of Ouray and Morton Electric Inc. for the City of Ouray Main Street Pedestrian Safety Project.

ATTACHMENT(S):

- 20260316 Ouray RMS Ped SafetyProject Contract.pdf
- 20260316 Ouray RMS Notice of Award.pdf





320 6th Ave
Ouray, CO 81427

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY AND CONTRACTOR
FOR
CONSTRUCTION SERVICES**

AGREEMENT

Made as of the 16th day of March in the year 2026

BETWEEN the City: **City of Ouray**
320 6th Ave
Ouray, CO 81427

And the Contractor: **Morton Electric, Inc.**
1049 Meadow Lane
Pueblo, CO 81006

For the following Project: **City of Ouray Main Street Pedestrian Safety Project**

PART 1

CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of the following:
- (a) This Agreement;
 - (b) The Invitation for Bids, and all addenda and attachments;
 - (c) The Contractor's Bid;
 - (d) Information for Bidders, if applicable;
 - (e) Special Provisions;
 - (f) Other documents, plans, or drawings listed in the Invitation for Bids;
 - (g) Notice of Award;
 - (h) Acceptance of Notice of Award;
 - (i) Notice to Proceed;
 - (j) Statement of Residency;
 - (k) Change Orders, and
 - (l) Modifications issued after execution of the Agreement
- 1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement. If there is any conflict between this Agreement and the other Contract Documents, the specifications, terms and conditions indicated in the Invitation for Bids, Request for Proposals, or Request for Professional Services shall control.
- 1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.
- 1.4 The Agreement is this executed Standard Form of Agreement between City and Contractor.

PART 2

CONTRACT SUM

- 2.1 The City shall pay the Contractor, in current funds, for the Contractor's performance of the Contract in the total lump sum amount of **\$992,049.91**, subject to additions and deductions as provided in the Contract Documents.
- 2.2 Based upon Invoices submitted by the Contractor, the City shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents. All payments shall be paid no later than thirty (30) days from receipt of the invoice.

- 2.3 Payment terms will be set at Thirty (30) days from project manager acceptance of monthly pay application.
- 2.4 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 4. Pursuant to C.R.S. § 24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work.

PART 3
SCOPE OF SERVICES

- 3.1 The Contractor shall execute the entire Scope of Services described in the Bid Documents dated **December 11, 2025**, any Addenda issued, and the Contractor's Bid, submitted **January 16, 2026**, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 4
CITY'S RESPONSIBILITIES

- 4.1 The City shall provide full information regarding requirements for Work to be performed.
- 4.2 The City shall designate, when necessary, a representative authorized to act in the City's behalf with respect to the Project or Project Documents.
- 4.3 The City shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

PART 5
DATE OF COMMENCEMENT

- 5.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the City.

PART 6
CONTRACTOR'S PROJECT SCHEDULE

- 6.1 In lieu of CDOT Standard Specification (2025) Section 108.03, the Contractor shall provide a Critical Path Method (CPM) schedule ("Project Schedule") covering the duration of the Work, beginning with the receipt of the signed Agreement and concluding with Substantial Completion. The follow requirements must be met:
- (a) The Project Schedule shall include design, engineering, agency review, permitting process, construction, and anticipated weather days.

- (b) The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work. Each activity shall contain only the Work of a single trade or subcontractor.
- (c) Each activity shall be less than ten (10) working days in duration. Procurement and material delivery, surveying, and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding the (10) working days in duration shall be separated into two or more individual activities by area, type of work, etc. to allow for effective monitoring of the Work.
- (d) Each activity shall be cost loaded. The sum of all cost loaded activities shall be equal to the Contract Price. Any costs associated with drawings or submittals shall be included in the cost loading of the Work.
- (e) The Project Schedule must include activities that indicate work by others that may affect the Contractor's Work.

6.2 **Adverse Weather Conditions.** Extensions of time based upon weather conditions shall be granted only if the Contractor clearly demonstrates that such conditions were severe, could not have been reasonably anticipated, and that such conditions adversely affect the Contractor's Work and thus required additional time to complete the Work.

6.2.1 An adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project and be documented by the Contractor and provided to the City within two calendar days. The City will use the written notification in determining the number of calendar days for which Work was delayed during each month.

6.2.2 The Project Schedule must reflect anticipated adverse weather delays on all weather-dependent activities. While extensions of time can be granted for adverse weather as described above, no monetary compensation shall be made by the City for any costs to the Contractor arising out of such delays.

6.3 Contractor shall update Project Schedule on a monthly basis and review with the City on a weekly basis at the weekly progress meeting. Each revision shall indicate actual progress to date, changes resulting from change orders, and planned changes, as necessary to complete the Work in accordance with the Contract Documents.

6.4 All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor.

PART 7 **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

7.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.

7.2 The Contractor will proceed with the work at such a rate or progress to insure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Contracting Agency, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

7.3 Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the Contracting Agency, the Contractor shall pay the Contracting Agency the amount of liquidated damages as specified in the Bid Documents for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.

7.3.1 The Contractor shall not be charged with liquidated damages provided the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Contracting Agency or Engineer.

7.3.1.1 To any preference, priority or allocation order duly assigned by the Contracting Agency.

7.3.1.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of omission of the Contracting Agency, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes and abnormal or unusually severe weather.

7.3.1.3 Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the Contract.

PART 8

FINAL INSPECTION AND FINAL PAYMENT

8.1 **Final Inspection.** The Contractor shall notify the City and CDOT when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the City and CDOT shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the City within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the City all guarantees and warranties, all statements to support state sales and use tax refunds, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawings, and material testing records as a complete package. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).

8.2 **Final Acceptance and Final Payment.** If the Contractor has completed the Work in a manner finally acceptable to the City (“Final Acceptance”), the City may authorize final payment (“Final Payment”) from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:

(a) The City shall determine that satisfactory and substantial reasons exist for the Final Payment;

- (b) The City shall require written approval from any surety furnishing bonds for the Work;
- (c) The City may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;
- (d) A notice of contractor's settlement shall have been published in accordance with C.R.S. §38-26-107.

PART 9
CITY'S RIGHT TO STOP THE WORK

- 9.1 If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the City, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.
- 9.2 The City may order the Contractor in writing to suspend all or any part of the Work for such period of time as the City may determine to be appropriate for the City's convenience.
- 9.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- 9.4 If the City, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

PART 10
CITY'S RIGHT TO CARRY OUT THE WORK

- 10.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to any other remedies it may have, initiate and complete the necessary work to cure such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor, the cost of correcting such deficiencies, including compensation for the any additional services of the City's consultant's made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.

PART 11
UNCOVERING THE WORK

- 11.1 If any portion of the Work should be covered contrary to the request of the City or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the City, it must, if required in writing by the City, be uncovered for its observation and inspection and shall be replaced at the Contractor's expense.

- 11.2 If any other portion of the Work has been covered, the City may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the City by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the City caused this condition, in which event the City shall be responsible for the payment of such costs.

PART 12 **CORRECTION OF WORK**

- 12.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.
- 12.2 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City's additional services made necessary thereby. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.
- 12.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the City waives such removal, in writing.
- 12.4 If the Contractor fails to correct defective or non-conforming Work, the City may correct it in accordance with Part 10 (City's Right to Carry Out the Work).
- 12.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City, the City may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the City for such costs, the City, upon ten (10) additional days' written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the City's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.
- 12.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal, unless in the City's sole discretion, the City agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

PART 13 **CHANGES IN THE WORK**

- 13.1 The City may from time to time, by written notice to the Contractor, extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish the purpose intended by the Contract Documents. The City shall have such further authority, if any, as may be specifically granted or authorized by the City to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed. A Change Order is a written order to the Contractor signed by the City, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Orders to the extent possible.
- 13.2 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:
- (a) by mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation.
 - (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
 - (c) by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

PART 14 **TERMINATION OF AGREEMENT**

- 14.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 14.2 This Agreement may be terminated by the City upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned, or in the event circumstances dictate that the project be terminated at the discretion of the City.

PART 15 **NONDISCRIMINATION**

- 15.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 15.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

PART 16
HOLD HARMLESS/INDEMNIFICATION

- 16.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City of Ouray, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City of Ouray. To the extent the Agreement contains any obligation by the City to indemnify Contractor, the Parties agree that the City cannot provide indemnification under law and any such provision is null and void, and unenforceable.

PART 17
WAIVER OF LIABILITY

- 17.1 **Acknowledgment and Acceptance of Risk.** Contractor acknowledges and accepts that its performance of the Services subjects Contractor to potential hazards, risks and dangers, both known and unknown. Without limitation, those risks include acts of God, the force of nature, the negligent and reckless acts of commission or omission by others (herein "Risks"). Contractor acknowledges and agrees that such list in no way limits the extent or reach of this Agreement. Acknowledging the above, Contractor voluntarily agrees and accepts full responsibility for all the Risks, possible risks, hazards and dangers of performing the Services.
- 17.2 **Waiver and Release.** Contractor hereby releases, waives, and agrees not to sue or make any claim against the City, its officers, agents, directors, members, managers, employees, subcontractors or independent contractors ("Protected Parties") from any and all foreseen and unforeseen injury, death, losses, actions, claims, judgments, or damages of any kind and nature, including attorney fees and court cost (singly a "Loss" and together "Losses") that Contractor, its heirs, personal representatives, executors, administrators, successors and assigns may now have or have in the future against the Protected Parties, or any of them on account of personal injury, property damage, lost or stolen property, death or accident of any kind arising out of or in any way related to its performance of the Services, however the Loss or Losses are caused. This Agreement shall serve as a complete release and express assumption of the Risks. Contractor shall be solely responsible for its own safety and well-being, and for all expenses that Contractor may incur that arise directly or indirectly from, on account of, or in connection with performance of the Services.

PART 18
BONDS, AND INSURANCE

- 18.1 **Performance and Payment Bonds.** For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business

in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall be delivered to the City's Finance Director prior to the commencement of the Work and shall remain in effect until one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.

- 18.2 **Insurance.** The Contractor and any subcontractors or subconsultants shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Colorado in not less than the minimum limits set forth in the Invitation for Bids. Certificates evidencing such coverage shall be delivered to the City's Finance Director prior to the start of Work. Such certificates shall name the City of Ouray and CDOT as the insured and which shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the City of Ouray.

PART 19 **COMPLIANCE WITH LAWS**

- 19.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the City of Ouray in writing, and any necessary changes shall be made as provided herein.

PART 20 **INDEPENDENT CONTRACTOR**

- 20.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder. Contractor shall not be an employee, agent, or servant of the City and is not entitled to workers' compensation benefits from the City. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

PART 21 **MISCELLANEOUS PROVISIONS**

- 21.1 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Ouray, State of Colorado.
- 21.2 **Agreement Subject to Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Ouray Municipal Code and Article X, Section 20 of the Colorado Constitution. The

City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

- 21.3 **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*
- 21.4 **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 Agreement. Any disclosure of Confidential Information pursuant to CORA shall not constitute a violation of the Agreement.
- 21.5 **Tax Exempt.** The City is exempt from federal excise taxes and from State and local sales and use taxes. The City shall not be liable for the payment of any excise, sales, or use taxes imposed on Contractor. A tax exemption certificate will be made available upon Contractor's request. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with the Agreement.
- 21.6 **Binding Effect.** The City and the Contractor respectively bind themselves, their partners, agents, successors, assigns and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.
- 21.7 Contractor shall be required to comply with applicable safety regulations.
- 21.8 This project is being conducted in accordance with the City of Ouray Purchasing Policy.
- 21.9 Prior to start of any phase of Work, the following documents must be on file in the City's Finance Director
 - 21.9.1 Certificates of Insurance, as required by the Contract Documents
 - 21.9.2 Completed W-9 Form
 - 21.9.3 City of Ouray Business Registration
 - 21.9.4 City of Ouray Sales Tax License, as required
 - 21.9.5 Illegal Alien Certification Form
 - 21.9.6 Performance Bond, if required
 - 21.9.7 Labor and Material Payment Bond, if required

PART 22 **OWNERSHIP**

- 22.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the City of Ouray. Any furnished materials shall remain the property of the City of Ouray. All such items shall be delivered to the City of Ouray in usable condition after completion of the work, and prior to submission of the invoice for payment.

22.2 Any materials excavated from the project site shall be used on the project where possible. The City reserves the right to maintain possession of any unused excavated materials at the City's discretion.

PART 23

SEVERABILITY

23.1 If any provision in the Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part of provision hereof.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the City.

CITY:
CITY OF OURAY

By: _____
Michelle Metteer
City Administrator
320 6th Ave
Ouray CO 81427

(SEAL)

ATTEST:

Kara Roades
City Clerk

(Insert name of corporation, limited liability company, partnership or sole proprietorship)

(insert trade name or name under which corporation, company, partnership or proprietorship is doing business, if different from legal name of entity or proprietor)

CONTRACTOR:

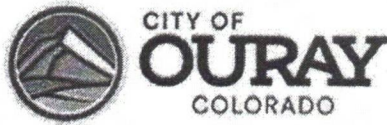
Firm Name: Morton Electric, Inc.

doing business as Morton Electric, Inc.

By:  Signature

Vice President
Title

3/20/26
Date



NOTICE OF AWARD
City of Ouray, Colorado

Date: March 16, 2026

Morton Electric, Inc.

Re: **City of Ouray, Main Street Pedestrian Safety Project**

Dear CONTRACTOR:

You are hereby notified that the City of Ouray has accepted your bid for the above-referenced project in the amount of \$992,049.91. Within fifteen (15) calendar days, you are required to provide the following items to the City Hall, 320 6th Ave, Ouray, CO 81427:

- a. Executed Agreement/Contract (2 originals);
- b. Certificate of Insurance **NAMING THE CITY OF OURAY AND STATE OF COLORADO AS ADDITIONAL INSUREDS** and which contains a Notice of Cancellation clause which is absolute and does **not** contain language such as "endeavor to" notify or "failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." If standard certificate is used with such language crossed out, representative shall **initial, and date said deletions**;
- c. Payment and Performance bonds;
- d. Proof of Workers' Compensation coverage;
- e. Executed Acceptance of Notice of Award (Page 2 of this Notice of Award); and
- f. Completed W-9.

If you fail to return the above-described items within fifteen (15) calendar days from the date of this Notice, the City of Ouray will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The City of Ouray will be entitled to such other rights as may be granted by law.

Sincerely,

A handwritten signature in black ink, appearing to read "Kara Rhoades", is written over a faint, circular stamp or watermark.

Kara Rhoades

City Finance Director

Enclosures: Agreement/Contract, W-9 Form

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the Notice of Award is hereby acknowledged on this 20 day of March, 2026.

By Joseph A. Morton Jr.

Signature 

Title Vice President

Company Morton Electric, Inc.

Please execute and return this form with the contracts, bonds, Certificates of Insurance, required licenses, and completed W-9 in one envelope to:

City of Ouray
Attn: Kara Rhoades – Finance Director
City Hall - 320 6th Ave,
Ouray, CO 81427



APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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

PART 1: PERSONAL DATA

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

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:
[] Planning Commission [] Ouray Economic Development Committee [] Beautification
[X] Park & Recreation (PARC) [] Tourism Advisory Committee (TAC) [] Other:
How long have you lived in the City of Ouray? 1
What do you think are the major issues affecting our City?
Sustainable tourism
Climate change
Affordable housing
Budget constraints
How do you envision your contribution to this committee?
I spent over 30 years teaching and conducting research in the areas of parks and recreation.
I strongly believe parks and recreation departments contribute to residents' overall quality of life and community satisfaction.
Ouray has a vibrant p&r department and I would like to use my expertise to assist them in reaching their goals and fulfilling their mission.
If you own a business in Ouray, please list name (All businesses must be registered):

Signature: Kimberly Shinew

Date: 2026-05-12

Print Name: Kim Shinew

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

RECEIVED
MAY 18 2026
CITY OF OURAY

Future Agenda Items / Work Session Topics

- Work Session: Ice Park – June 1, 2026 (4 pm)
- Work Session: Council Parliamentary Policy (Bob’s Rules of Order) – June 1, 2026 (5 pm)
- Discussion: Parking (Catchment Basin) – June 1, 2026
- Ordinance: Colorado Wildfire Resiliency Code – June 15, 2026
- Ordinance: City Lighting Code – TBD
- Discussion (Ordinance: Bed & Breakfast / Lodging – TBD

2027 Items / Topics

- Discussion: Wayfinding Way Forward – TBD
- Discussion: Tobacco Retail Licensing – TBD

The schedule of future agenda items and work session topics is provided for informational purposes only.
Dates, times, and topics are subject to change.

5/15/2026

Date: May 18, 2026
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: City Council Administration Report

EQR Declaration & Assignment Process

City staff continues to move forward with the system-wide analysis of the residential EQR Designations (a complete commercial property review will be conducted separately). Additional issues needing to be addressed as part of this process include but are not limited to:

- Update all billing to reflect property owners only
- Multiple units on one lot should be combined into one bill
- Review addresses which contain structures but are not associated with an account – some of these are correct and some require legitimate updates
- A secondary issue to address is the discrepancy between addressing

OurWay

Work is being done to improve the service, and hopefully the ridership experience with the OurWay shuttle service. We are hoping to get this service back to a six or even seven day a week service beginning this summer season. Updates to the OurWay website, improvements to the scheduling table, ability to buy shuttle passes in third party locations with multiple forms of payment accepted and the potential for the use of a third party contractor for additional shuttle drivers and dispatch operators are all being researched.

Ouray Ice Park

Included with this update is the submission of the Ouray Ice Park End of Season Report. Questions on this report can be directed to OIPI or asked during the June 1, 2026 work session.

May 8, 2026 IPAT Meeting

The Ice Park Advisory Team met on May 8, 2026 with the goal of improving communications and better understanding the seasonal budget. The meeting emphasized listening and receiving feedback. Some of that feedback surrounded the need to modify the Ice Fest in order to keep up with the evolution of festivals, how to improve basic services, clinics and the overall festival experience. The group decided to hold another meeting in the coming months to keep this conversation going and to provide feedback to the OIPI board. Additionally, IPAT members indicated the need for the City to consider contributing toward the park in a variety of ways to ensure the park's success. Some of the suggestions included, monetary contributions, labor, equipment, and the maintenance of infrastructure. The Council should consider the City's long-term vision for the ice park in order to properly align resources with the City-owned park.

Fire Authority

A Critical Needs Assessment will be made available by June 2026 for the review and better understanding of emergency service needs (fire and EMS) within Ouray County. Additionally, the review of the draft Fire Authority Agreement continues to move forward with the goal of a review by the Council later this year. Current areas of concern that can possibly be addressed through a Fire Authority include improved (decreased) response times, meeting of OSHA standards, and a streamlining of services. Jenny Hart is now the Council representative for this effort.

Emergency Evacuation Exercise

I had the pleasure of participating in the Ouray County Emergency Evacuation Exercise led by the Ouray County Emergency Management Department and Ouray County Sheriff's Office. This was an excellent opportunity to find gaps in our processes, learn from real-world scenarios and build upon ways to be better prepared when an emergency might arise. Many members of the City of Ouray team supported this day-of event including Mayor Pro Tem Schiffer and Councilor Hart.

A few take-aways from this exercise will be for the administrative review of the Procurement Policy to ensure the policy includes an Emergency Declarations clause and a Resolution addressing Emergency Declarations.

Council Retreat

The Ouray City Council participated in its Council retreat May 12, 2026. As part of this retreat everyone attended an Ethics Training facilitated by CIRSA Deputy Director Sam Light, a Good Governance training led by DOLA representative Patrick Rondinelli, a review of the City Charter by attorney Harper Powell and then participated in a goal setting discussion by facilitator Sara Ott. From this, the Council is expected to work toward the approval of the following:

- Parliamentary Rules
- Supporting respectful, meaningful and insightful public comment
- Articulation of priorities / Goal setting
- Continue to improve upon the Council / Staff relationship
- Create a working agreement for how the Council will productively and efficiently work together

In addition to the above, the Council will work to adopt a 2028 Vision for Ouray by July of 2026 and support a 5-10 yr capital maintenance and improvements plan.



OURAY ICE PARK

End of Season Report 2025-2026

WWW.OURAYICEPARK.COM

A Season of Adaptation, Resilience and Community Support

OIPI's mission is to fund, construct, maintain, and manage the Ouray Ice Park each winter. The season tested that mission in extraordinary ways. Warm temperatures, limited cold windows, and a shortened operating season required the team to adapt quickly while continuing to prioritize safety, access, and the long-term stewardship of this unique community asset.

The Ouray Ice Park continues to serve a wide range of users, including recreational climbers, commercial guide services, educational programs, and visitors from around the world. It also supports a vibrant winter economy for the Ouray community. As the recognized center of ice climbing in North America, the Park remains a unique and valuable resource not only to Ouray but the broader climbing community.

This report summarizes the activities, accomplishments, challenges and lessons of the 2025/2026 season. We hope it provides a meaningful overview of the work carried out by OIPI staff, board members, volunteers, and partners, all of whom remain committed to responsible stewardship of the Ice Park on behalf of the community.

A Note from Executive Director Peter O'Neil

It is hard to know where to begin with a summary of this ice climbing season. Suffice it to say, the 2025/2026 season presented significant operational challenges unlike any in the Park's 31-year history. Despite those obstacles, the season also highlighted the resilience, adaptability, and dedication of the Ice Park team and community.

One of the season's most important accomplishments was the successful automation of the clinic registration process, allowing the Ice Park to serve as a centralized marketplace for clinics offered by six local guide services. This new system streamlined registration, strengthened communication and branding, and improved coordination for participants and guides alike. The initiative had been a long-term goal identified by IPAT, and we were fortunate to have the internal IT resources needed to bring it to completion.

Construction on OWOOF is also scheduled to resume this spring, when Hinkson Development begins excavation along Box Canyon Road to install the SMPA conduit that will provide power to the vertical turbine pump — an important investment in the Park's long-term infrastructure and future reliability.

Although the Park was open for only 40 days this season, compared to a more typical 100-day season, the team worked tirelessly to open the Park in time for Ice Fest. Thanks to the extraordinary efforts of our farmers and rangers, climbers were still able to experience the Park during a difficult winter.

The shortened season naturally impacted financial performance. Even so, we were deeply encouraged by the steadfast commitment of our local business partners and outdoor industry sponsors who honored their financial support despite the challenging conditions.

Most importantly, this season reinforced both the strength of the Ice Park community and the importance of planning for long-term sustainability. Like many small nonprofits, OIPI faces the challenge of building sufficient reserves to weather unpredictable seasons and operational disruptions. The experiences of this year will help guide important conversations about the future and resilience of the organization.

In closing, after six years serving as Executive Director, I remain incredibly proud of what our board, staff, volunteers, sponsors, and community partners have accomplished together. It has been a privilege to help steward such a remarkable place and community. I look forward to supporting a smooth transition to the next generation of Ice Park leadership and am confident in the Park's continued future and success.

Thank you for the opportunity to serve.



Collaboration Leads To Innovation

THE ICE PARK TEAM

OIPI BOARD OF DIRECTORS

PRESIDENT:
LORA SLAWITSCHKA

TREASURER:
JACKIE LAUDERDALE

SECRETARY:
JOHN HULBURD

TRES BARBATELLI
ANGELA HAWSE
BILL LEO
FRANK ROBERTSON

ADMINISTRATION

PETER O'NEIL
COREY GERA
CHRISTINA LUJAN
KEN NIERENHAUSEN
NICOLE WOJTKIEWICZ

FARMERS

ROBYN DAHL
TIM FOULKES
SARAH GOODNOW
STEVE IMHOFF
LANDON NURGE

RANGERS


MATT BOONE
MATT DURHAM
SARAH HAUBERT
ZOE ZARKO



GLANCE INTO THE SEASON

The Ouray Ice Park faced an exceptionally challenging season. Warm weather delayed opening day until Wednesday, January 21st and forced an early closure on Saturday, March 1st, making for a short season of just 40 days of climbing. The Park maintained almost all its staff from last season with the exception of one Ranger. We were also happy to welcome back one of the Park's original Rangers to fill the position.

Warm weather persisted through November and December. A cold snap around Thanksgiving looked promising, and we grew a significant amount of the Park. However, temps quickly rose back up and we slowly watched our hard work melt away. By January 1st we were essentially back to dry rock. A strong effort by our staff and shoveling volunteers paired with mildly workable temperatures allowed us to get the Park back up and going. Although the ice was not as fat as we would have liked, it was decided the Park could withstand the force of climbers and still survive as much of the season as possible. We opened the Wednesday before Ice Fest.

An illustration of two women in alpine gear. The woman on the right is wearing a white helmet, a red jacket, and a green scarf, and is smiling. The woman on the left is wearing a black helmet and a green jacket, and is looking up at the other woman. They are in a snowy forest with evergreen trees in the background.

31st Annual Ouray Ice Festival
January 22nd-25th, 2026

**CELEBRATING THE INCREDIBLE
WOMEN OF ALPINISM**

SCHEDULE OF EVENT FOR 31ST ANNUAL OURAY ICE FEST



FILMS AT THE WRIGHT OPERA HOUSE

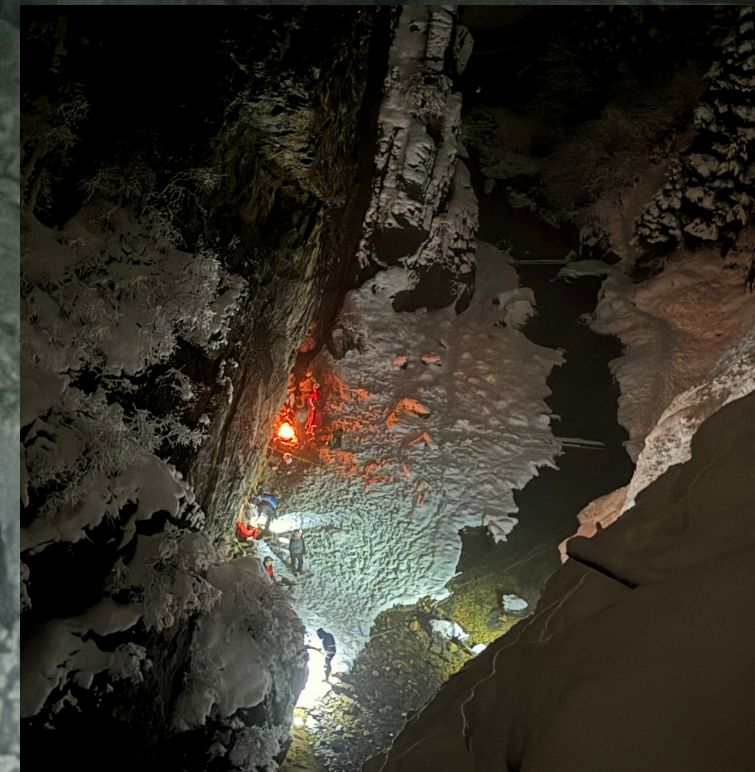
- GIRL CLIMBER
- ANNA AND Q&A WITH ANNA PFAFF
- FIFTY-FIFTY AND Q&A WITH SARAH HUENIKEN
- WALL OF WALLS AND Q&A WITH WILL GADD



FIRESIDE CHATS

BILL WHITT &
BILLY MAC

ANNA PFAFF



EVENING EVENTS

- RAB KICKOFF POOL PARTY
- NIGHT CLIMBING
- OURAY ICE FEST BLOCK PARTY
- DRONE SHOW SPONSORED BY THE STATE OF COLORADO AND CITY OF OURAY



COMPETITION

ELITE MIXED
CLIMBING COMP

YOUTH MIXED
CLIMBING COMP

CLIMBING COMP AWARD
CEREMOY AND DEEPER THAN
ICE RAFFLE DRAWING

Conditions Change, Community Doesn't

31ST ANNUAL OURAY ICE FESTIVAL
JANUARY 22ND-25TH, 2026

In early January, with very little ice and no guarantee we would be able to make any, the difficult decision was made to pivot the Ouray Ice Festival to the first ever Ouray Ice(less) Festival. All ice clinics were reimagined, and alternatives like dry tooling, technical mountain rescue, and tech systems were offered. Vendor Village hosted fewer sponsors than in previous years, but still provided a great central location for climbers and non-climbers alike to gather and watch the competition, demo some gear, or listen to one of our fireside chats. An unexpected cold front allowed for more typical conditions during the adult competition events, as well as a final push of farming that made public climbing possible during Ice Fest. The Youth Competition brought energy and excitement to the event and offered a glimpse into the future of ice climbing, including the next generation of competitors.

We are especially grateful to all our sponsors and the amazing climbing community that stuck with us and supported this unprecedented turn of events. We look forward to colder seasons ahead!



ICE FESTIVAL FAST-FACTS

DEMO GEAR CARDS

162

ALL ACCESS PASSES

Event Pass Cancelled this Year

TOTAL OF CLINICS

48

**FOLLOWERS GAINED DURING FEST
ON SOCIAL MEDIA PLATFORMS:**

114

OURAY ICE FESTIVAL COMPETITION

ELITE MIXED CLIMBING AND YOUTH MIXED CLIMBING COMPETITION

MARCUS GARCIA DESIGNED A CHALLENGING AND DYNAMIC ROUTE FOR THE OURAY ICE FEST, MADE EVEN TOUGHER BY SHIFTING VISIBILITY. STILL, THE STRONG TURNOUT FROM COMPETITORS AND ATTENDEES BROUGHT GREAT SPIRIT TO THE EVENT.

TOTAL OF WOMEN COMPETITORS **9**

TOTAL OF MEN COMPETITORS **14**

TOTAL OF YOUTH COMPETITORS **10**





January 9TH-11TH 2026 **ALL IN ICE FEST**

Participants gathered at the All In Ice Festival, dedicated to supporting marginalized communities like BIPOC, LGBTQIA+, and adaptive climbers. Despite low turnout due to warm temperatures, the community engaged in alternative clinics beyond ice climbing, creating a unique destination to honor and uplift these groups.

TOTAL OF PARTICIPANTS

32 Paid - 42 Attended

TOTAL CLINICS & WORKSHOPS

-Open climb at the Kids Wall
10

TOTAL FOLLOWERS

**GAINED DURING
ALL IN ICE FEST:
(Instagram) +59**



OIPI MEMBER EVENTS

Membership events for the season ranged from Night Climbing to our first ever OIPI Chili Cook Off! A spectacular presentation by Johnny Zaugg and Josh Wharton hosted by Basecamp Ouray was a hit! The community got together on February 14th to hear the trailblazers Johnny and Josh share their remarkable journey. Each event had a great turnout despite pre-season challenges.

Johnny Zaugg & Josh Wharton Presentation: February 14th

Night Climbing: January 24th and February 13th

OIPI Chili Cook Off: February 28th

MEMBERSHIP & SPONSOR HIGHLIGHTS FOR THE SEASON

TOTAL MEMBERS: 463

**TOTAL COMMUNITY
SPONSORS: 16**

**TOTAL CORPORATE
SPONSORS: 20**

**HOSTING
PARADOX SPORTS
FEB. 20TH - 22ND**

MARKETING

Social Media

Instagram

22.1K Followers

+544 Followers

**+2.5% INCREASE FROM BEGINNING
TO THE END OF SEASON**

Facebook

20K Followers

+424 Followers

**+2% INCREASE FROM BEGINNING
TO THE END OF SEASON**

TikTok

1,105 Followers

15K Likes

FACEBOOK

CONTENT INTERACTION

28,480K

IEWS

721,179K

FOLLOWER

DEMOGRAPHIC:

Men 63% Women 37%, Top
City is OTHER at 53.7%

INSTAGRAM

REACH

97,768

CONTENT INTERACTION

13,813K

IEWS

831,155K

FOLLOWER

DEMOGRAPHIC:

Men 66.4% Women
33.6%, Top City is Denver

MARKETING

Website

TOP 5 PAGES

HOME: 54,101

CONDITIONS: 28,793

OURAY ICE(LESS) FEST: 18,052

SCHEDULE OF EVENTS: 6,932

CLINICS: 5237

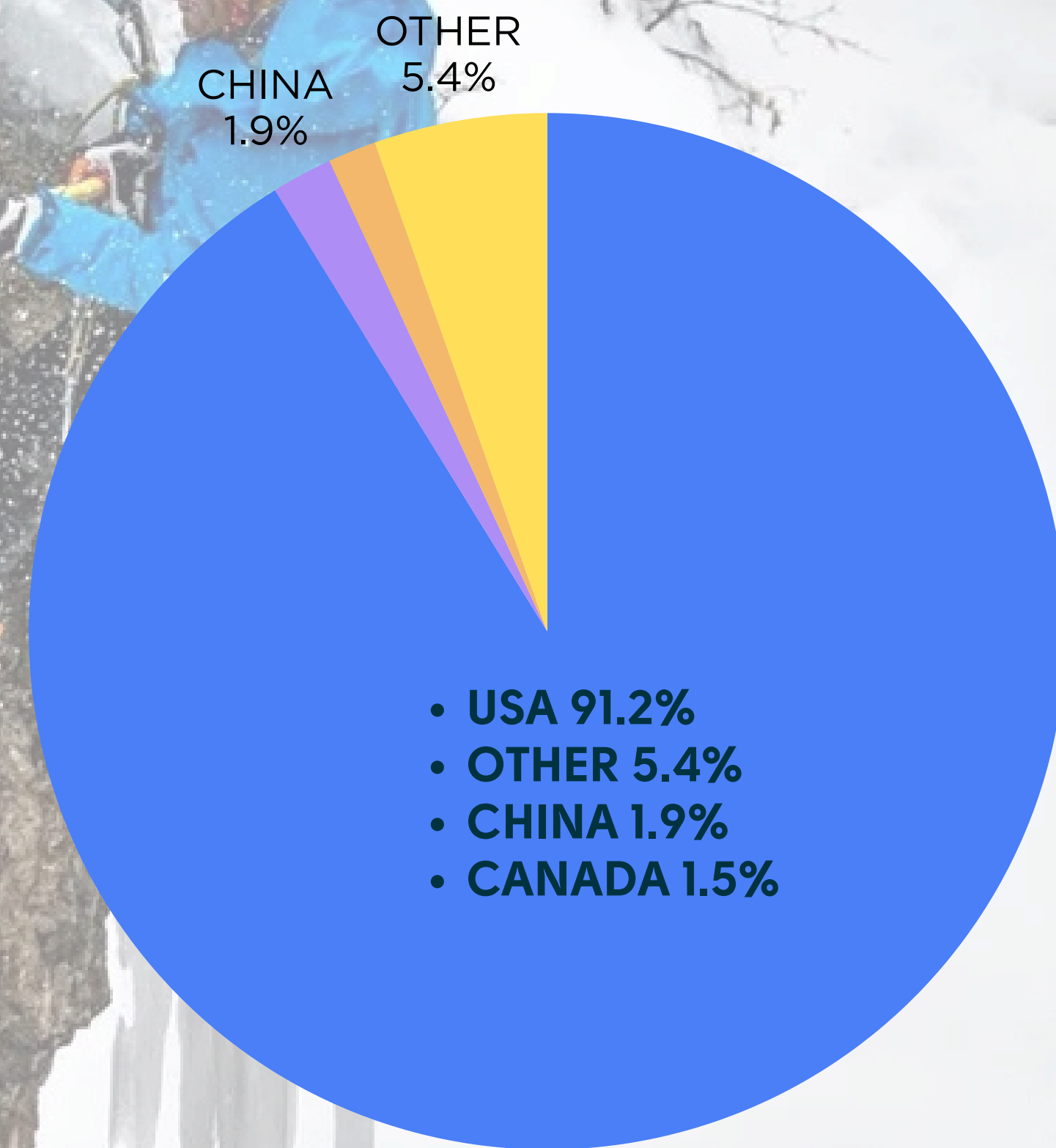
PAGEVIEWS

201,723

USERS

97,986

PERCENT OF VISITS (COUNTRIES)



- USA 91.2%
- OTHER 5.4%
- CHINA 1.9%
- CANADA 1.5%

USA
91.2%

MARKETING

Email

• OPEN RATE

53.1%

• SUBSCRIBERS

7,933 Subscribers

TOP CITIES

DENVER, MONTROSE,
COLORADO SPRINGS

• TOTAL SENDS

112,555

• CLICK RATE

4.1%

Key

- Impressions: Number of times a video thumbnail is shown on a page
- Total Sends: Number of emails and/or SMS messages you've sent to subscribers.
- Open Rate: Percentage of successfully delivered emails that registered as an open.
- Click Rate: Percentage of successfully delivered emails that registered a click.

OPENING DAY
January 21, 2026

CLOSING DAY
MARCH 1ST, 2026

TOTAL DAYS OPEN
40

TOTAL ROUTE
ANCHORS OPEN
7,166

TOTAL PARK USERS
8,561

PARK OPERATIONS

OUR BIG WINS IN OPERATIONS

- Replaced old yelomine line to improve low water pressure on the south end.
- Reinforced the Five Fingers/Shithouse walkdown, adding rungs and a staircase now called Poodle Pass.
- Added steps to the Kid's Wall walkdown.
- Poured anchor pads for new climbs in South Park and Scottish Gullies.
- Added new dry tooling and mixed routes, plus refreshed bolts across key areas.
- Completed major updates to the Ouray Ice Park guide planned for release during the 26/27 season.

ICE FARMING OPERATIONS

This season presented some of the least favorable conditions for farming we've ever experienced. Most days hung out around 50 degrees and it was rare to see temperatures drop below 30. The incredibly warm days meant that dry, exposed rock would hold onto warmth long into the evening. Cold snaps were brief and often brought significant snowfall, further inhibiting farming.

The Farming team especially deserves a huge amount of gratitude. Their commitment to the Park and growing ice meant night operations were a regular occurrence. The limited cold temperatures we did get were seized to their fullest extent, meaning often Farmers were in the Park turning on water at 9PM and coming back at 5AM so that as much water could hit the walls during cold temps as possible.

A shout out to Tim Foulkes, Stephen Imhoff, Sarah Goodnow, Landon Nurge, and Robyn Dahl. Their dedication and hard work made it possible to maximize every limited cold window and keep the park moving forward.

RANGER OVERVIEW

The importance of the Ranger program was reinforced this season. Large sections of the Park remained closed this season and Rangers played an essential role communicating conditions, closures, and safety information to the public. As conditions began to deteriorate quickly towards the end of the season, Rangers were the first line of defense. Their daily walks not only gather data on Park users but allow us to monitor changing conditions and spot hazards, both human and natural, close sections accordingly.

While ice climbing will always be an inherently risky activity, the Ranger program continues to serve climbers and play a critical role in supporting climbers or supporting users of the Park and promoting safety.

A shout out to Matt Boone, Matt Durham, Zoe Zarko, and Sarah Haubert. Their dedication and hard work helped keep climbers informed and the Park operating responsibly.



INCIDENTS

Only one incident was reported to OIPI staff this season: A climber broke their ankle while walking out on the access trail. One of the Rangers was able to pick them up on the ATV and drive them to their car where an ambulance met them and took them to the hospital.

Although it is possible other events occurred, none of them were reported to staff or required the deployment of emergency services.

DATA OVERVIEW

Rangers continued to collect and record data as it was done in previous years. Rangers walk the Park twice daily (once between 9:00-10:00AM and again between 1:00-2:00PM), counting climbers and recording them within designated areas and elsewhere throughout the Park. The time between walks ensures that a single anchor can't be occupied by the same party for both counts, giving the Park two unique data "snapshots." Commercial and Institutional users are noted separately from Recreational users and recorded accordingly. Rangers also track open anchors throughout the season. This data should not be treated as an exact number count. It is a representation of overall usage.

PARK USAGE & CAPACITY

Total users this season reached 8,561 compared to 19,178 last year, we had fewer users because of the shorter season. While overall use dropped by 55%, daily visits rose slightly from 103 to 107 users per day.

Open anchors totaled 7,166 this season versus 16,440 last year, a 56% decrease also tied to the shorter season. Daily anchor availability stayed almost the same, shifting from 178 to 179 per day.

New dry tooling routes prompted a full review of anchor numbers. With added routes in Springfield, Gazebo, School Room, and Scottish Gullies, along with updates made during guidebook development, the Park now counts 238 anchors and 274 climbs, though this number will shift from season to season.

The open anchor count directly affects the Park capacity. (Park capacity = Open anchor count * 1.8). The introduction of almost 20 dry routes to the overall anchor count helped offset a difficult ice season.

The development of new mixed and dry routes began as a way to offer resiliency to the Park during bad ice seasons. Although no one anticipated a season this challenging would arrive so soon, the Park's recent development is a large reason it was able to pivot to dry tooling options.

COMMERCIAL GUIDE OPERATORS & INSTITUTIONAL GROUP EVENTS (CGOs & IGEs)

- Counting method for CGO stayed the same.
- 1,494 CGO climber visits.
- 188 IGE climber visits.
- Recreation: 80%.
- CGOs: 18%.
- IGEs: 2%

LAST YEAR VS. THIS YEAR

Entire Season	23/24	24/25	25/26
Season Dates	12/29-3/24	12/21-3/23	1/21-3/1
Open Days	87	93	40
Ranger Counts	174	186	80
Total Users	19817	19178	8561
Average Daily Users	113.89	103.11	107.01
Total Anchors (x1/day)	13572.00	16440.00	7166
December			

Due to the short season, the Park saw a 55.36% decrease in total usage compared to last season. However, average daily usage remained consistent with previous years.

Opening Day	12/29/23	12/21/24	1/21/25
Date	12/29-12/31	12/21-12/31	N/A
Open Days	3	11	N/A
Weekend Days	200.00%	400.00%	N/A
Ranger Counts	6	22	N/A
Total Users	95700.00%	170900.00%	N/A
Average Daily Users	159.5	77.7	N/A
Total Anchors (x1/day)	342	1652	N/A
January			
Date	1/1-1/31	1/1-1/31	1/21-1/31
Open Days	31	31	11
Weekend Days	8	8	3
Ranger Counts	62	62	20
Total Users	9905	8683	2170
Average Daily Users	159.8	140.0	98.6
Total Anchors (x1/day)	4746	5695	1973
February			
Date	2/1-2/29	2/1-2/28	2/1-2/28
Open Days	29	28	28
Weekend Days	8	8	8
Ranger Counts	58	56	56
Total Users	7247	7455	6294
Average Daily Users	124.9	133.1	112.4
Total Anchors (x1/day)	5321	5590	5035
March			
Closing Day	3/24	3/23	3/1
Date	3/1-3/24	3/1-3/23	3/1-3/1
Open Days	24	23	1
Weekend Days	8	8	1
Ranger Counts	58	56	2
Total Users	1708	1331	97
Average Daily Users	35.6	28.9	48.5
Total Anchors (x1/day)	3061	3503	127



THANK YOU COMMUNITY SPONSORS





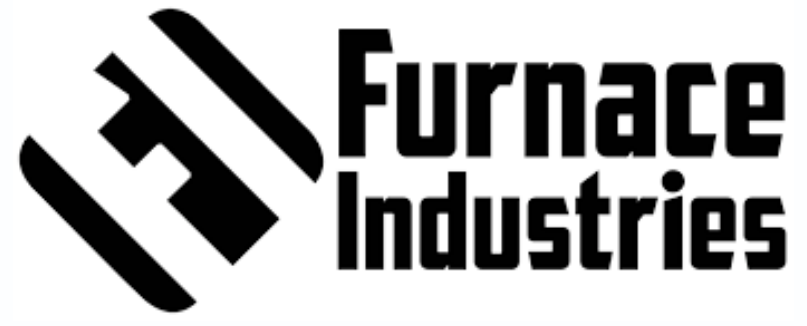
THANK YOU CORPORATE SPONSORS



ARC'TERYX



RENEWAL by ANDERSEN
FULL-SERVICE WINDOW & DOOR REPLACEMENT



THANK YOU!

As we look back on a challenging season at the Ouray Ice Park, OIPI would like to extend our heartfelt appreciation to the staff, sponsors, board members, volunteers, and community partners who supported the Park throughout the year. Your dedication and commitment were vital to preserving and operating this world-class ice climbing venue during a difficult season. Your unwavering dedication and commitment have been vital in preserving this world-class ice climbing venue.

A special thank you goes to the volunteers whose efforts contributed to the success of the Ouray Ice Festival, All In Ice Festival, night climbing, and so much more; your hard work and enthusiasm truly made a significant impact. Together, we continue to create meaningful experiences for climbers, spectators, and the broader community alike.

SEE YOU IN WINTER 2026/2027

CONTACTS

WWW.OURAYICEPARK.COM

**LORA SLAWITSCHKA
PRESIDENT OF THE OIPI BOARD
LORASLAW@GMAIL.COM**

**CHRISTINA LUJAN
EVENT COORDINATOR
CHRISTINALUJAN@OURAYICEPARK.COM**

**NICOLE WOJTKIEWICZ
SOCIAL MEDIA MANAGER & CONTENT CREATOR
NICOLEWOJO@OURAYICEPARK.COM**



320 6th Avenue
PO Box 468
Ouray, Colorado 81427



CITY OF
OURAY
COLORADO

970.325.7211
Fax 970.325.7212
info@cityofouray.com

Date: May 18, 2026
To: Ouray City Council
From: Kara Rhoades, Director of Finance and Administration / City Clerk - Treasurer
Re: City Council Update

Seasonal activity is increasing across the City, bringing higher foot traffic at City Hall as residents, employees, and visitors prepare for summer. With this uptick, staff are seeing a notable rise in events and corresponding needs for huckstering permits and special event permits, requiring additional coordination and administrative support.

The Finance team is developing a comprehensive framework to review EQRs for all residences in Ouray. This work will support greater consistency, accuracy, and long-term alignment between utility billing and system demands. Staff continued making progress cleaning up Asset GL accounts while awaiting the auditor's report and recommendations.

In addition to core responsibilities, Finance staff have volunteered to support Box Canon by handling their cash deposits and preparing change for cashiers. Utility account transfers are also increasing as part of the seasonal shift.

Finance also prepared a proposal for the Community Development Director Murphy and City Attorney Powell to modify regulations for lodging businesses, with the goal of bringing this to Planning Commission and Council. The goal is to improve visibility and oversight of all lodging establishments in town, not only short-term rentals, providing a clearer understanding of Ouray's lodging landscape.

The City has advanced to the next stage of the reimbursement process with the Circular Action Alliance. We expect contact within the next four weeks to begin work on a service agreement

Interviews for the IT Supervisor position were completed; however, no candidate accepted the role. As a result, the City is now looking into external IT vendors to provide ongoing support and ensure continuity of critical technology services. The IT team continues to provide essential support across departments. Recent work includes:

- Supported IT infrastructure for the live evacuation exercise
- Assisted staff with updates to the website cookie banner
- Tested silent alarm buttons and repaired a malfunctioning unit at the Visitors Center
- Provided troubleshooting and technical support for a wide range of staff needs
- Performed server updates to maintain system security and reliability



CITY OF OURAY FUND BALANCE SUMMARY

	GOVERNMENT FUNDS					ENTERPRISE FUNDS					TOTAL NET POSITION	FIRE PENSION	
	GENERAL	CONSERV.TRUST	TOURISM	CAP. IMPROV.	BEAUTIFICATION	WATER	SEWER	UTILITIES-CI	REFUSE	PARKS			
2024 AUDITED													
BEGINNING FUND BAL	4,164,656	36,306	1,053,558	1,429,042	126,359	382,261	1,059,718	(3,685,503)	59,238	1,793,688	6,419,323		935,539
ADD: REVENUES	4,309,622	12,308	753,853	842,438	102,745	679,426	852,842	2,123,721	340,308	3,880,705	13,897,968		142,172
LESS: EXPENDITURES	3,990,045	14,250	715,918	637,077	82,764	868,657	875,681	780,721	335,234	4,244,472	12,544,819		47,670
ENDING FUND BALANCE	4,484,233	34,364	1,091,493	1,634,403	146,340	193,030	1,036,879	(2,342,503)	64,312	1,429,921	7,772,472		1,030,041
2025 @ 12/31													
BEGINNING FUND BAL	4,484,233	34,364	1,091,493	1,634,403	146,340	193,030	1,036,879	(2,342,503)	64,312	1,429,921	7,772,472		1,030,041
ADD: REVENUES	4,469,117	11,972	887,468	830,741	115,237	861,708	996,189	4,730,709	352,328	4,250,325	17,505,793		190,149
LESS: EXPENDITURES	5,533,109	-	551,296	627,739	95,588	724,307	904,792	3,092,541	313,894	3,852,268	15,695,534		64,693
ENDING FUND BALANCE	3,420,241	46,336	1,427,664	1,837,405	165,989	330,431	1,128,276	(704,334)	102,746	1,827,978	9,582,731		1,155,496
2026 @ 3/31													
BEGINNING FUND BAL	3,420,241	46,336	1,427,664	1,837,405	165,989	330,431	1,128,276	(704,334)	102,746	1,827,978	9,582,731		1,155,496
ADD: REVENUES	1,091,285	3,774	103,069	144,410	13,892	228,437	254,744	314,641	87,288	763,957	3,005,499		(3,839)
LESS: EXPENDITURES	915,791	-	144,612	50,797	1,885	170,251	208,936	490,771	85,656	538,755	2,607,454		15,501
ENDING FUND BALANCE	3,595,734	50,110	1,386,121	1,931,018	177,996	388,617	1,174,084	(880,464)	104,379	2,053,180	9,980,776		1,136,156
TABOR (3% of 2025 Gov Funds Exp)	(204,232)										(204,232)		
Additional Reserves per Council	(1,545,410)		(294,015)			(362,148)	(397,853)			(1,817,423)	(4,416,849)		
Restricted Fund Balance:													
Council Reserves **	-	-	(200,000)	(85,000)	-	-	-	-	-	-	(285,000)		
Affordable Housing Fund	(286,523)										(286,523)		
Cumulative flume tax @ 3/31	(678,663)										(678,663)		
	880,907	50,110	892,106	1,846,018	177,996	26,469	776,231	(880,464)	104,379	235,757	4,109,510		
	Total Fund Balance - Government Funds				3,847,138	Total Fund Balance - Enterprise Funds				262,373	-		

** Resolution 18 - 2021

CIF - \$245,000 (10,000 - Gazebo (10,000+ spent), 65,000 - Pickleball/Basketball Court, 20,000 - Skate Park, 150,000 - Fellin Park Restrooms (150,000+ spent))
 CTF - \$40,000 - Fellin Park Restrooms (40,000+ spent)
 TF - \$250,000 - Fellin Park Stage (\$50,000 spent)

Fund Balances = Caselle

LEGEND	
	Revenue > Expense
	Expense > Revenue (unexpected)
	Expense > Revenue (expected)

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	240,980.09	536,119.04	3,553,573.00	3,017,453.96	15.1
GRANTS/CONTRIBUTIONS	306,580.42	335,288.27	756,000.00	420,711.73	44.4
PERMITS & FEES	13,879.73	66,803.78	163,350.00	96,546.22	40.9
OTHER REVENUES	44,155.07	127,199.86	481,511.18	354,311.32	26.4
COMMUNITY CENTER	1,915.00	5,300.00	7,000.00	1,700.00	75.7
OTHER PARKS REVENUES	.00	368.32	78,350.00	77,981.68	.5
PROPERTY TAXES -FLUMES	19,163.92	20,205.53	154,671.00	134,465.47	13.1
	626,674.23	1,091,284.80	5,194,455.18	4,103,170.38	21.0
<u>EXPENDITURES</u>					
GENERAL GOVERNMENT EXPENSES:					
SALARIES AND WAGES	41,157.61	112,785.85	542,910.08	430,124.23	20.8
TAXES & BENEFITS	18,850.17	43,137.75	187,541.90	144,404.15	23.0
OVERHEAD	3,841.61	23,317.45	90,326.00	67,008.55	25.8
OPERATING MAINTENANCE	112,727.72	225,800.87	775,785.00	549,984.13	29.1
CAPITAL EXPENDITURES	1,630.06	4,767.93	27,050.00	22,282.07	17.6
EMERGENCY SERVICES CENTER	15,404.10	22,139.20	124,950.00	102,810.80	17.7
	193,611.27	431,949.05	1,748,562.98	1,316,613.93	24.7
POLICE DEPT. EXPENSES:					
SALARIES AND WAGES	13,381.00	79,772.73	748,295.52	668,522.79	10.7
TAXES & BENEFITS	13,946.73	42,493.98	285,353.43	242,859.45	14.9
OVERHEAD	17,986.21	51,282.00	150,299.00	99,017.00	34.1
OPERATING MAINTENANCE	32,938.70	60,525.62	184,082.00	123,556.38	32.9
CAPITAL EXPENDITURES	.00	.00	7,400.00	7,400.00	.0
	78,252.64	234,074.33	1,375,429.95	1,141,355.62	17.0

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
FIRE DEPT. EXPENSES:					
SALARIES AND WAGES	3,887.09	11,148.02	40,000.00	28,851.98	27.9
TAXES & BENEFITS	1,099.04	2,816.25	7,727.00	4,910.75	36.5
OVERHEAD	996.04	11,339.42	31,166.00	19,826.58	36.4
OPERATING MAINTENANCE	4,662.72	14,053.74	125,300.00	111,246.26	11.2
CAPITAL EXPENDITURES	.00	.00	19,100.00	19,100.00	.0
	<u>10,644.89</u>	<u>39,357.43</u>	<u>223,293.00</u>	<u>183,935.57</u>	<u>17.6</u>
PUBLIC WORKS DEPT. EXPENSES:					
SALARIES AND WAGES	13,755.08	42,770.78	191,917.17	149,146.39	22.3
TAXES & BENEFITS	6,074.10	17,839.80	75,516.00	57,676.20	23.6
OVERHEAD	4,524.44	18,664.84	38,971.00	20,306.16	47.9
OPERATING MAINTENANCE	3,297.01	10,375.85	259,194.00	248,818.15	4.0
CAPITAL EXPENDITURES	1,007.50	1,942.50	717,500.00	715,557.50	.3
CAPITAL IMPRV - FLUMES/STREETS	.00	.00	170,000.00	170,000.00	.0
	<u>28,658.13</u>	<u>91,593.77</u>	<u>1,453,098.17</u>	<u>1,361,504.40</u>	<u>6.3</u>
COMMUNITY CENTER EXPENSES:					
SALARIES AND WAGES	3,323.66	11,425.37	68,673.79	57,248.42	16.6
TAXES & BENEFITS	3,731.17	8,549.49	34,595.08	26,045.59	24.7
OVERHEAD	900.23	4,974.38	24,592.00	19,617.62	20.2
OPERATING MAINTENANCE	2,670.29	4,693.42	18,540.00	13,846.58	25.3
CAPITAL EXPENDITURES	.00	884.44	8,000.00	7,115.56	11.1
	<u>10,625.35</u>	<u>30,527.10</u>	<u>154,400.87</u>	<u>123,873.77</u>	<u>19.8</u>
OTHER PARKS EXPENSES:					
SALARIES AND WAGES	9,653.26	29,279.44	193,814.94	164,535.50	15.1
TAXES & BENEFITS	5,099.41	12,815.16	55,062.01	42,246.85	23.3
OVERHEAD	2,775.86	7,924.13	29,608.00	21,683.87	26.8
OPERATING MAINTENANCE	12,110.85	19,688.68	178,900.00	159,211.32	11.0
CAPITAL EXPENDITURES	.00	902.12	32,000.00	31,097.88	2.8
	<u>29,639.38</u>	<u>70,609.53</u>	<u>489,384.95</u>	<u>418,775.42</u>	<u>14.4</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
SKI TOW EXPENSES:					
SALARIES AND WAGES	670.50	2,857.14	19,906.83	17,049.69	14.4
TAXES & BENEFITS	480.12	1,378.49	5,733.72	4,355.23	24.0
OVERHEAD	896.42	1,007.31	3,322.00	2,314.69	30.3
OPERATING MAINTENANCE	.00	495.62	9,100.00	8,604.38	5.5
	2,047.04	5,738.56	38,062.55	32,323.99	15.1
ICE RINK/ROTARY PARK EXPENSES:					
SALARIES AND WAGES	1,231.60	3,673.77	17,269.58	13,595.81	21.3
TAXES & BENEFITS	953.77	2,031.20	7,634.18	5,602.98	26.6
OVERHEAD	2,127.00	3,365.05	9,467.00	6,101.95	35.6
OPERATING MAINTENANCE	958.79	2,871.68	18,400.00	15,528.32	15.6
	5,271.16	11,941.70	52,770.76	40,829.06	22.6
	358,749.86	915,791.47	5,535,003.23	4,619,211.76	16.6
	267,924.37	175,493.33	(340,548.05)	(516,041.38)	51.5

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CUSTOMER REVENUE	75,620.26	227,201.85	948,399.00	721,197.15	24.0
OTHER REVENUES	1,235.17	1,235.17	19,650.00	18,414.83	6.3
	<u>76,855.43</u>	<u>228,437.02</u>	<u>968,049.00</u>	<u>739,611.98</u>	<u>23.6</u>
<u>EXPENDITURES</u>					
WATER EXPENSES:					
SALARIES AND WAGES	30,913.94	89,950.51	388,735.42	298,784.91	23.1
TAXES & BENEFITS	16,069.03	38,119.97	136,525.00	98,405.03	27.9
OVERHEAD	4,265.19	18,653.26	69,681.00	51,027.74	26.8
OPERATING MAINTENANCE	13,159.21	21,897.04	269,395.00	247,497.96	8.1
CAPITAL EXPENDITURES	815.03	1,630.06	13,000.00	11,369.94	12.5
	<u>65,222.40</u>	<u>170,250.84</u>	<u>877,336.42</u>	<u>707,085.58</u>	<u>19.4</u>
	<u>65,222.40</u>	<u>170,250.84</u>	<u>877,336.42</u>	<u>707,085.58</u>	<u>19.4</u>
	<u><u>11,633.03</u></u>	<u><u>58,186.18</u></u>	<u><u>90,712.58</u></u>	<u><u>32,526.40</u></u>	<u><u>64.1</u></u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CUSTOMER REVENUE	83,129.68	250,871.15	1,034,230.00	783,358.85	24.3
OTHER REVENUES	3,873.05	3,873.05	37,150.00	33,276.95	10.4
	<u>87,002.73</u>	<u>254,744.20</u>	<u>1,071,380.00</u>	<u>816,635.80</u>	<u>23.8</u>
<u>EXPENDITURES</u>					
SEWER EXPENSES:					
SALARIES AND WAGES	33,965.72	99,256.72	426,356.11	327,099.39	23.3
TAXES & BENEFITS	17,149.27	40,138.96	142,755.99	102,617.03	28.1
OVERHEAD	11,348.93	35,552.55	158,225.00	122,672.45	22.5
OPERATING MAINTENANCE	8,899.69	33,987.29	282,800.00	248,812.71	12.0
CAPITAL EXPENDITURES	.00	.00	11,000.00	11,000.00	.0
	<u>71,363.61</u>	<u>208,935.52</u>	<u>1,021,137.10</u>	<u>812,201.58</u>	<u>20.5</u>
	<u>71,363.61</u>	<u>208,935.52</u>	<u>1,021,137.10</u>	<u>812,201.58</u>	<u>20.5</u>
	<u>15,639.12</u>	<u>45,808.68</u>	<u>50,242.90</u>	<u>4,434.22</u>	<u>91.2</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

REFUSE/RECYCLE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
REFUSE REVENUE	25,357.29	73,174.40	295,754.00	222,579.60	24.7
RECYCLE REVENUE	4,738.95	14,114.06	58,730.00	44,615.94	24.0
	<u>30,096.24</u>	<u>87,288.46</u>	<u>354,484.00</u>	<u>267,195.54</u>	<u>24.6</u>
<u>EXPENDITURES</u>					
REFUSE EXPENSES:					
OPERATING MAINTENANCE	47,334.40	70,994.75	302,128.00	231,133.25	23.5
	<u>47,334.40</u>	<u>70,994.75</u>	<u>302,128.00</u>	<u>231,133.25</u>	<u>23.5</u>
RECYCLE EXPENSES:					
OPERATING MAINTENANCE	9,774.96	14,660.90	65,228.00	50,567.10	22.5
	<u>9,774.96</u>	<u>14,660.90</u>	<u>65,228.00</u>	<u>50,567.10</u>	<u>22.5</u>
	<u>57,109.36</u>	<u>85,655.65</u>	<u>367,356.00</u>	<u>281,700.35</u>	<u>23.3</u>
	<u>(27,013.12)</u>	<u>1,632.81</u>	<u>(12,872.00)</u>	<u>(14,504.81)</u>	<u>12.7</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

UTILITY - CI FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
WATER REVENUES	34,777.04	89,905.99	501,745.00	411,839.01	17.9
SEWER REVENUES	79,445.78	224,735.38	1,071,432.00	846,696.62	21.0
	<u>114,222.82</u>	<u>314,641.37</u>	<u>1,573,177.00</u>	<u>1,258,535.63</u>	<u>20.0</u>
 <u>EXPENDITURES</u>					
UTILITY-CI WATER EXPENSES:					
CAPITAL EXPENDITURES	.00	5,250.00	.00	(5,250.00)	.0
DEBT SERVICE	.00	.00	350,014.00	350,014.00	.0
	<u>.00</u>	<u>5,250.00</u>	<u>350,014.00</u>	<u>344,764.00</u>	<u>1.5</u>
UTILITY-CI SEWER EXPENSES:					
CAPITAL EXPENDITURES	8,234.02	8,234.02	.00	(8,234.02)	.0
DEBT SERVICE	.00	477,287.23	954,574.00	477,286.77	50.0
	<u>8,234.02</u>	<u>485,521.25</u>	<u>954,574.00</u>	<u>469,052.75</u>	<u>50.9</u>
	<u>8,234.02</u>	<u>490,771.25</u>	<u>1,304,588.00</u>	<u>813,816.75</u>	<u>37.6</u>
	<u>105,988.80</u>	<u>(176,129.88)</u>	<u>268,589.00</u>	<u>444,718.88</u>	<u>(65.6)</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

CAPITAL IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CAPITAL IMPROVEMENT REVENUES	54,022.71	144,410.43	807,130.00	662,719.57	17.9
	54,022.71	144,410.43	807,130.00	662,719.57	17.9
<u>EXPENDITURES</u>					
CAPITAL IMPROVEMENT EXPENSES:					
CAPITAL EXPENDITURES	9,847.08	50,797.08	2,159,500.00	2,108,702.92	2.4
	9,847.08	50,797.08	2,159,500.00	2,108,702.92	2.4
	9,847.08	50,797.08	2,159,500.00	2,108,702.92	2.4
	44,175.63	93,613.35	(1,352,370.00)	(1,445,983.35)	6.9

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
POOL REVENUES	458,453.13	750,558.97	3,626,398.00	2,875,839.03	20.7
BOX CANON REVENUES	53.46	53.46	741,500.00	741,446.54	.0
GYM REVENUES	5,730.00	13,345.00	46,000.00	32,655.00	29.0
ICE PARK REVENUES	.00	.00	16,000.00	16,000.00	.0
VIA FERRATA REVENUES	.00	.00	43,500.00	43,500.00	.0
	<u>464,236.59</u>	<u>763,957.43</u>	<u>4,473,398.00</u>	<u>3,709,440.57</u>	<u>17.1</u>
 <u>EXPENDITURES</u>					
POOL EXPENSES:					
SALARIES AND WAGES	73,979.14	225,836.10	1,224,606.61	998,770.51	18.4
TAXES & BENEFITS	23,006.56	71,977.89	375,311.00	303,333.11	19.2
OVERHEAD	22,321.57	72,792.99	402,859.00	330,066.01	18.1
OPERATING MAINTENANCE	29,407.30	78,709.98	391,815.00	313,105.02	20.1
CAPITAL EXPENDITURES	(35,450.03)	(29,540.04)	903,322.00	932,862.04	(3.3)
DEBT SERVICE	.00	.00	513,822.00	513,822.00	.0
	<u>113,264.54</u>	<u>419,776.92</u>	<u>3,811,735.61</u>	<u>3,391,958.69</u>	<u>11.0</u>
 BOX CANON EXPENSES:					
SALARIES AND WAGES	4,822.01	13,587.04	128,528.21	114,941.17	10.6
TAXES & BENEFITS	3,936.89	8,655.67	38,872.76	30,217.09	22.3
OVERHEAD	216.88	1,218.24	49,432.00	48,213.76	2.5
OPERATING MAINTENANCE	289.75	1,141.67	28,600.00	27,458.33	4.0
CAPITAL EXPENDITURES	.00	.00	20,000.00	20,000.00	.0
	<u>9,265.53</u>	<u>24,602.62</u>	<u>265,432.97</u>	<u>240,830.35</u>	<u>9.3</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
GYM EXPENSES:					
SALARIES AND WAGES	2,301.36	4,194.11	17,050.18	12,856.07	24.6
TAXES & BENEFITS	952.64	1,866.83	6,117.95	4,251.12	30.5
OVERHEAD	215.03	793.28	2,760.00	1,966.72	28.7
OPERATING MAINTENANCE	60.53	260.43	15,600.00	15,339.57	1.7
	<u>3,529.56</u>	<u>7,114.65</u>	<u>41,528.13</u>	<u>34,413.48</u>	<u>17.1</u>
ADMINISTRATION EXPENSES:					
SALARIES AND WAGES	21,160.29	58,090.16	239,121.64	181,031.48	24.3
TAXES & BENEFITS	10,411.74	22,694.79	78,256.70	55,561.91	29.0
OPERATING MAINTENANCE	546.56	1,650.97	30,000.00	28,349.03	5.5
	<u>32,118.59</u>	<u>82,435.92</u>	<u>347,378.34</u>	<u>264,942.42</u>	<u>23.7</u>
ICE PARK EXPENSES:					
OVERHEAD	.00	.00	72.00	72.00	.0
OPERATING MAINTENANCE	.00	1,130.41	15,928.00	14,797.59	7.1
	<u>.00</u>	<u>1,130.41</u>	<u>16,000.00</u>	<u>14,869.59</u>	<u>7.1</u>
VIA FERRATA EXPENSES:					
SALARIES AND WAGES	706.08	1,765.20	49,179.20	47,414.00	3.6
TAXES & BENEFITS	557.74	1,194.01	8,437.94	7,243.93	14.2
OPERATING MAINTENANCE	695.32	735.33	6,500.00	5,764.67	11.3
	<u>1,959.14</u>	<u>3,694.54</u>	<u>64,117.14</u>	<u>60,422.60</u>	<u>5.8</u>
	<u>160,137.36</u>	<u>538,755.06</u>	<u>4,546,192.19</u>	<u>4,007,437.13</u>	<u>11.9</u>
	<u>304,099.23</u>	<u>225,202.37</u>	<u>(72,794.19)</u>	<u>(297,996.56)</u>	<u>309.4</u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

TOURISM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
REVENUE	59,909.39	103,068.88	799,903.00	696,834.12	12.9
	59,909.39	103,068.88	799,903.00	696,834.12	12.9
<u>EXPENDITURES</u>					
TOURISM EXPENSES:					
SALARIES AND WAGES	16,962.95	50,278.53	231,666.41	181,387.88	21.7
TAXES & BENEFITS	7,366.67	16,947.60	59,345.65	42,398.05	28.6
OVERHEAD	4,929.10	9,594.67	27,379.00	17,784.33	35.0
OPERATING MAINTENANCE	5,426.39	67,791.26	601,951.00	534,159.74	11.3
CAPITAL EXPENDITURES	.00	.00	5,000.00	5,000.00	.0
	34,685.11	144,612.06	925,342.06	780,730.00	15.6
	34,685.11	144,612.06	925,342.06	780,730.00	15.6
	25,224.28	(41,543.18)	(125,439.06)	(83,895.88)	(33.1)

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

BEAUTIFICATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & INTEREST	7,768.56	13,614.27	105,058.00	91,443.73	13.0
GRANTS/DONATIONS/OTHER	43.89	277.89	.00	(277.89)	.0
	<u>7,812.45</u>	<u>13,892.16</u>	<u>105,058.00</u>	<u>91,165.84</u>	<u>13.2</u>
 <u>EXPENDITURES</u>					
BEAUTIFICATION EXPENSES:					
OPERATING MAINTENANCE	.00	1,884.66	105,446.30	103,561.64	1.8
CAPITAL EXPENDITURES	.00	.00	15,000.00	15,000.00	.0
	<u>.00</u>	<u>1,884.66</u>	<u>120,446.30</u>	<u>118,561.64</u>	<u>1.6</u>
	<u>.00</u>	<u>1,884.66</u>	<u>120,446.30</u>	<u>118,561.64</u>	<u>1.6</u>
	<u><u>7,812.45</u></u>	<u><u>12,007.50</u></u>	<u><u>(15,388.30)</u></u>	<u><u>(27,395.80)</u></u>	<u><u>78.0</u></u>

CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
STATE REVENUE & INTEREST	3,774.26	3,774.26	12,600.00	8,825.74	30.0
	3,774.26	3,774.26	12,600.00	8,825.74	30.0
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.0
	3,774.26	3,774.26	12,600.00	8,825.74	30.0

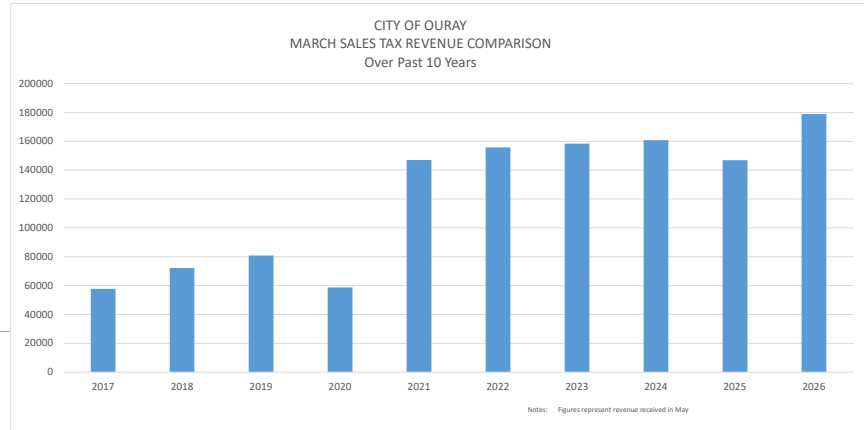
CITY OF OURAY
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

FIREMEN'S PENSION FUND

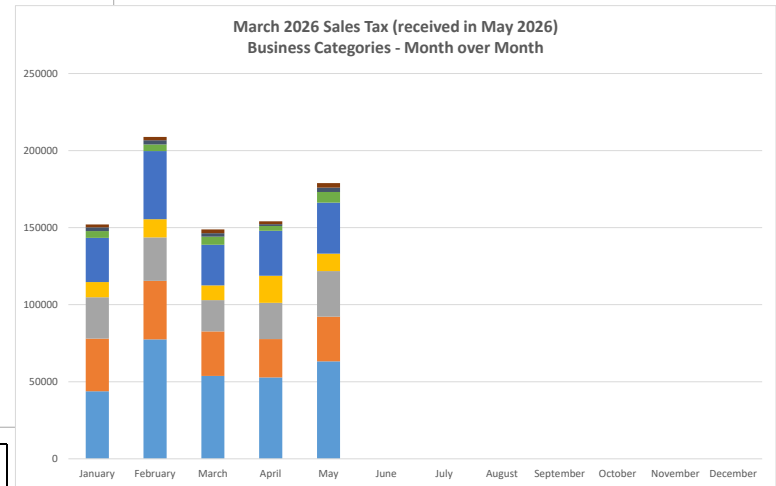
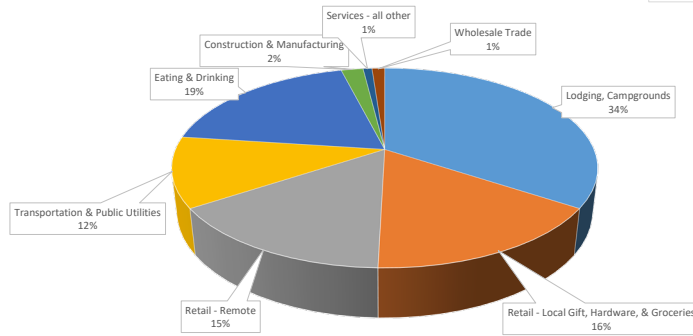
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CONTRIBUTIONS & EARNINGS	(3,839.34)	(3,839.34)	122,000.00	125,839.34	(3.2)
	(3,839.34)	(3,839.34)	122,000.00	125,839.34	(3.2)
<u>EXPENDITURES</u>					
FIREMEN'S PENSION EXPENSES:					
OVERHEAD	15,501.24	15,501.24	56,400.00	40,898.76	27.5
	15,501.24	15,501.24	56,400.00	40,898.76	27.5
	15,501.24	15,501.24	56,400.00	40,898.76	27.5
	(19,340.58)	(19,340.58)	65,600.00	84,940.58	(29.5)

Sales Tax Dashboard

			Percentage Change
May 2025 Revenue	\$	146,879.46	21.80%
May 2026 Revenue	\$	178,902.04	
2025 Revenue	\$	751,502.21	12.14%
2026 Revenue	\$	842,711.09	



**City of Ouray
March 2026 Sales Tax Revenues by Business Category
(received in May 2026)**



	May 2026	Year-to-Date	Budget Forecast
General Fund (75%)	134,176.53	632,033.32	2,342,191.00
Capital Improvement Fund (25%)	44,725.51	210,677.77	780,730.00

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2022	2023	2024	2025	2026	26 vs 25
Month						
January	7718	7799	7339	7199	4833	-32.87%
February	7776	5906	6696	6280	5270	-16.08%
March	6782	7341	6304	5575	5328	-4.43%
April	4172	3836	4255	4159		
May	10002	9580	8772	9838		
June	16180	17520	16633	16344		
July	16791	20105	20061	20176		
August	17825	19086	19073	18805		
September	18930	18960	18474	15410		
October	12080	12945	14295	11180		
November	3196	3856	3902	3648		
December	3998	5174	5458	4033		
Total Rooms	125450	132108	131262	122647	15431	-25.05%

DOLLARS						
January	\$29,038	\$37,429	\$35,592	\$39,148	\$29,818	-23.83%
February	\$36,284	\$30,377	\$33,782	\$34,291	\$27,589	-19.54%
March	\$30,334	\$30,554	\$29,592	\$29,590	\$27,230	-7.98%
April	\$18,466	\$17,063	\$18,171	\$19,437		
May	\$43,131	\$40,051	\$48,072	\$57,896		
June	\$98,839	\$110,643	\$113,602	\$116,968		
July	\$133,897	\$149,839	\$164,778	\$177,200		
August	\$122,778	\$131,561	\$143,738	\$145,148		
September	\$119,099	\$129,568	\$134,598	\$125,784		
October	\$74,824	\$78,992	\$87,842	\$72,554		
November	\$14,566	\$16,442	\$19,571	\$18,597		
December	\$23,554	\$28,904	\$31,294	\$28,020		
Total Dollars	\$744,810	\$801,423	\$860,631	\$864,633	\$84,637	-17.85%

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

Excise Tax on Short Term Rentals

Activity Month	2023	2024	2025	2026	% Change from 2025	YTD % Change
January	\$ 35,761.19	\$ 39,148.42	\$ 39,148.42	\$ 33,536.64	-14.3%	-14.3%
February	\$ 28,192.46	\$ 28,043.85	\$ 34,290.79	\$ 22,896.43	-33.2%	-23.2%
March	\$ 21,027.21	\$ 19,456.70	\$ 29,590.27	\$ 21,789.71	-26.4%	-30.0%
April	\$ 7,558.36	\$ 6,915.92	\$ 19,436.94			
May	\$ 27,989.28	\$ 33,919.91	\$ 57,895.95			
June	\$ 89,007.15	\$ 96,898.30	\$ 116,968.10			
July	\$ 141,496.13	\$ 169,955.84	\$ 177,200.21			
August	\$ 118,757.19	\$ 122,713.37	\$ 145,148.21			
September	\$ 87,286.84	\$ 112,395.34	\$ 125,783.55			
October	\$ 49,490.66	\$ 64,510.64	\$ 72,554.29			
November	\$ 10,581.26	\$ 14,790.59	\$ 21,633.39			
December	\$ 27,874.27	\$ 29,694.75	\$ 30,651.66			
Grand Total	\$ 645,022.01	\$ 738,443.63	\$ 870,301.78	\$ 78,222.78		

Revenue by Fund	2023	2024	2025	2026	Cumulative
Affordable/Attainable Housing	\$ 322,511.00	\$ 369,221.82	\$ 435,150.89	\$ 39,111.39	\$ 1,165,995.10
Water Capital Improvements	\$ 161,255.50	\$ 184,610.91	\$ 217,575.45	\$ 19,555.70	\$ 582,997.55
Sewer Capital Improvements	\$ 161,255.50	\$ 184,610.91	\$ 217,575.45	\$ 19,555.70	\$ 582,997.55
Cumulative Total Raised					\$ 2,331,990.20

Affordable Housing Revenue and Expenses	2023	2024	2025	2026	Cumulative
Total Raised	\$ 322,511.00	\$ 369,221.82	\$ 435,150.89	\$ 39,111.39	\$ 1,165,995.10
Total Spent	\$ (161,747.19)	\$ (150,947.82)	\$ (670,578.47)	\$ (21,386.42)	\$ (1,004,659.90)
Total Remaining	\$ 160,763.81	\$ 218,274.00	\$ (235,427.58)	\$ 17,724.97	\$ 161,335.20

Check Date	Payee	Amount	Description
1/4/2023	Home Trust of Ouray County	\$ 100,000.00	734 4th St
2/1/2023	Home Trust of Ouray County	\$ 20,000.00	2023 Operating funds
4/26/2023	Economic & Planning Systems Inc	\$ 3,847.50	Housing needs analysis
5/24/2023	Economic & Planning Systems Inc	\$ 3,505.00	Housing needs analysis
6/7/2023	Buckhorn Engineering	\$ 3,426.25	Cascade Park Geohazard Assessment
7/5/2023	Economic & Planning Systems Inc	\$ 1,557.50	Housing needs analysis
8/2/2023	Economic & Planning Systems Inc	\$ 7,692.50	Housing needs analysis
9/6/2023	Buckhorn Engineering	\$ 6,293.75	Cascade Park Geohazard Assessment
9/27/2023	Economic & Planning Systems Inc	\$ 4,237.50	Housing needs analysis
11/1/2023	Economic & Planning Systems Inc	\$ 1,930.00	Housing needs analysis
11/29/2023	Economic & Planning Systems Inc	\$ 9,257.19	Housing needs analysis
1/23/2024	Economic & Planning Systems Inc	\$ 6,102.50	Housing needs analysis
1/23/2024	Home Trust of Ouray County	\$ 30,000.00	2024 Operating funds
4/17/2024	Ouray County Clerk & Recorder	\$ 382.16	Recording fee
8/28/2024	Economic & Planning Systems Inc	\$ 2,500.00	Housing needs analysis
9/18/2024	Home Trust of Ouray County	\$ 100,000.00	River Walk Rentals
12/31/2024	Internal Transfer	\$ 11,963.16	Landlord EQR Credit reimbursement
6/10/2025	Home Trust of Ouray County	\$ 42,655.00	2025 Operating Funds
9/30/2025	Land Title Guarantee Company	\$ 100,000.00	Hank's Place
10/6/2025	Double A Home & Lawn	\$ 2,380.00	Waterview Maint
10/14/2025	Karp Neu Hanlon	\$ 899.00	Ditch Litigation
10/14/2025	Rural Homes	\$ 1,000.00	
10/29/2025	Keenan's Plumbing and Heating	\$ 509.97	Irrigation work
10/29/2025	Rural Homes	\$ 1,000.00	
10/22/2025	San Juan Gardens	\$ 1,850.00	Waterview Landscaping
11/30/2025	Karp Neu Hanlon	\$ 2,557.00	Ditch Litigation
11/30/2025	Land Title Guarantee Company	\$ 200,000.00	Swiss Village
11/26/2025	Double A Home & Lawn	\$ 300.00	Waterview Maint
11/30/2025	Rural Homes	\$ 1,000.00	
12/31/2025	Rural Homes	\$ 1,000.00	
12/31/2025	Karp Neu Hanlon	\$ 427.50	Ditch Litigation
12/31/2025	Waterview Tap Fees	\$ 315,000.00	Waterview Tap Fees
2/18/2026	Karp Neu Hanlon	\$ 100.00	Ditch Litigation
2/18/2026	Karp Neu Hanlon	\$ 6,137.50	Ditch Litigation
3/2/2026	Karp Neu Hanlon	\$ 1,718.00	Ditch Litigation
3/2/2026	Karp Neu Hanlon	\$ 13,430.92	Ditch Litigation

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

(Source: Point of Sale Software)

VISITORS	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	% change from 2025
January	36	9,392	8,553	8,149	4,961	5,258	6,871	7,152	7,958	8,583	7.85%
February	13	7,342	5,970	7,836	4,824	6,660	5,599	5,592	7,369	6,591	-10.56%
March	58	10,468	9,118	3,638	7,697	8,621	7,148	8,426	10,250	10,750	4.88%
April	16	7,048	5,481	-	7,104	5,249	4,693	6,578	6,626		
May	2,984	13,346	11,397	-	11,580	9,549	10,602	11,201	12,418		
June	18,175	24,764	24,525	1,540	25,977	20,156	23,206	22,419	23,465		
July	37,483	35,943	36,986	6,416	30,994	26,286	32,117	32,654	29,525		
August	25,486	23,936	23,274	12,622	22,179	19,101	21,170	20,874	22,395		
September	16,065	16,397	14,833	11,946	13,612	14,652	15,634	15,208	13,944		
October	9,834	8,771	9,596	10,699	9,368	10,135	11,035	12,238	10,436		
November	7,077	7,043	6,920	4,644	6,782	5,354	6,326	6,851	7,444		
December	10,753	9,046	8,174	4,439	6,317	6,510	8,152	8,816	9,420		
TOTAL YEAR	127,980	173,496	164,827	71,929	151,395	137,531	152,553	158,009	161,250	25,924	

REVENUE	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	% change from 2025
January	\$ 2,189.00	\$ 89,885.46	\$ 95,701.53	\$ 99,306.81	\$ 66,989.85	\$ 63,150.43	\$ 96,783.56	\$ 121,260.10	\$ 140,810.60	\$ 170,998.52	21.44%
February	\$ 724.00	\$ 70,970.13	\$ 65,918.59	\$ 97,215.12	\$ 61,086.55	\$ 85,924.20	\$ 112,926.04	\$ 105,565.18	\$ 153,097.35	\$ 130,324.84	-14.87%
March	\$ 1,012.00	\$ 102,232.15	\$ 108,526.39	\$ 47,810.30	\$ 106,419.45	\$ 126,759.01	\$ 120,467.93	\$ 145,888.18	\$ 190,605.89	\$ 226,066.62	18.60%
April	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	\$ -	\$ 98,819.49	\$ 152,003.71	\$ 133,097.92	\$ 119,178.58	\$ 132,369.64	\$ -	
May	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	\$ -	\$ 162,720.12	\$ 143,279.82	\$ 208,335.74	\$ 275,871.30	\$ 253,207.30	\$ -	
June	\$ 166,974.02	\$ 317,542.31	\$ 311,093.17	\$ 19,273.04	\$ 352,538.72	\$ 321,377.13	\$ 469,321.85	\$ 469,363.01	\$ 534,623.93	\$ -	
July	\$ 479,802.39	\$ 455,519.84	\$ 474,330.32	\$ 74,169.01	\$ 428,489.09	\$ 452,460.99	\$ 646,348.28	\$ 660,284.72	\$ 672,522.79	\$ -	
August	\$ 326,151.96	\$ 308,882.04	\$ 295,953.46	\$ 165,977.58	\$ 312,872.14	\$ 316,183.52	\$ 419,353.80	\$ 423,754.26	\$ 506,952.42	\$ -	
September	\$ 184,807.92	\$ 200,777.07	\$ 188,131.33	\$ 158,666.78	\$ 186,412.51	\$ 238,796.90	\$ 283,459.93	\$ 278,649.03	\$ 299,291.45	\$ -	
October	\$ 82,537.92	\$ 99,235.68	\$ 120,843.43	\$ 145,302.53	\$ 131,806.01	\$ 170,555.12	\$ 211,284.83	\$ 223,633.93	\$ 226,736.40	\$ -	
November	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	\$ 58,403.16	\$ 88,639.21	\$ 84,930.60	\$ 107,867.28	\$ 119,193.83	\$ 153,734.11	\$ -	
December	\$ 112,212.40	\$ 111,645.98	\$ 105,050.32	\$ 60,304.81	\$ 79,891.78	\$ 94,844.99	\$ 156,882.10	\$ 163,777.30	\$ 227,237.30	\$ -	
TOTAL YEAR	\$ 1,544,555.95	\$ 2,070,414.67	\$ 2,049,787.72	\$ 926,429.14	\$ 2,076,684.92	\$ 2,250,266.42	\$ 2,966,129.26	\$ 3,106,419.42	\$ 3,491,189.18	\$ 527,389.98	

CITY OF OURAY VISITOR CENTER - REVENUE TRENDS

REVENUES

	2023			2024			2025			2026			Incr./Decr.	26 vs. 25
	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV	Concessions	Non-Profit	OHV		
January	\$ 228.95	\$ 53.00	\$ -	\$ 284.11	\$ 25.00	\$ -	\$ 149.25	\$ 95.00	\$ -	\$ 119.50	\$ 110.00	\$ -	\$ (14.75)	-6%
February	\$ 150.89	\$ 85.95	\$ -	\$ 438.62	\$ 36.00	\$ -	\$ 519.70	\$ 140.00	\$ -	\$ 124.00	\$ -	\$ -	\$ (535.70)	-81%
March	\$ 395.38	\$ 4.00	\$ -	\$ 773.27	\$ 111.00	\$ -	\$ 764.72	\$ 95.00	\$ -	\$ 1,351.42	\$ 35.00	\$ 26.25	\$ 552.95	64%
April	\$ 403.25	\$ 2.00	\$ 50.50	\$ 713.73	\$ 25.00	\$ -	\$ -	\$ -	\$ -					
May	\$ 1,098.28	\$ 611.60	\$ 126.25	\$ 2,281.10	\$ 88.00	\$ 126.25	\$ 1,362.42	\$ 150.00	\$ 75.75					
June	\$ 1,627.77	\$ 690.75	\$ 202.00	\$ 3,035.75	\$ 498.00	\$ 325.25	\$ 3,100.22	\$ 120.00	\$ 505.00					
July	\$ 2,517.75	\$ 664.60	\$ 782.75	\$ 3,369.09	\$ 277.00	\$ 252.50	\$ 5,390.44	\$ 175.00	\$ 1,338.25					
August	\$ 2,669.69	\$ 648.85	\$ 378.75	\$ 2,360.70	\$ 387.00	\$ 378.75	\$ 4,788.44	\$ 320.00	\$ 1,161.50					
September	\$ 2,834.91	\$ 698.00	\$ 75.75	\$ 3,482.57	\$ 360.00	\$ 277.75	\$ 5,710.05	\$ 340.00	\$ 1,085.75					
October	\$ 1,096.11	\$ 253.00	\$ 227.25	\$ 1,636.08	\$ 225.00	\$ 50.50	\$ 2,867.51	\$ 230.00	\$ 75.75					
November	\$ 354.94	\$ 40.00	\$ -	\$ 160.37	\$ 60.00		\$ 601.55	\$ 65.00	\$ 50.50					
December	\$ 233.25	\$ -	\$ -	\$ 477.79	\$ -		\$ 176.97	\$ 20.07	\$ -					
TOTAL \$	\$ 13,611.17	\$ 3,751.75	\$ 1,843.25	\$ 19,013.18	\$ 2,092.00	\$ 1,411.00	\$ 25,431.27	\$ 1,750.07	\$ 4,292.50	\$ 1,594.92	\$ 145.00	\$ 26.25	\$ 2.50	
			\$ 19,206.17			\$ 22,516.18			\$ 31,473.84			\$ 1,766.17		

percent of sales earning profit

71%

84%

81%

90%



Community Development Department City Council Update May 18, 2026

Members of the City Council,

As summer weather begins to arrive in Ouray, we are already seeing a steady increase in permit submittals and visitors throughout the community. The Department remains busy assisting residents, contractors, and property owners as the season ramps up, and we look forward to another great summer in the San Juans.

Noteworthy updates are outlined below:

- Community Development Director attended the City of Ouray's City Council Retreat hosted at the Wright Opera House on May 12, 2026.
 - A great deal of valuable information was presented throughout the day that will help support and strengthen the elected body's effectiveness in their roles moving forward.
- Community Development Director attended the Western Matters Rural Summit conference on April 24th in Durango, Colorado.
 - The primary focus of the event centered on water resources throughout the Four Corners region, including prior planning efforts and ongoing concerns related to current and future drought conditions.
- Community Development Director has assumed duties of staff liaison to the Ouray Economic Development Committee (OEDC).
 - OEDC Micro-Grant applications were reviewed on May 14th and will be presented soon!
- Community Development Director has continued meetings to utilize the funds awarded by DOLA for the Local Planning Capacity Grant.
 - Weekly meetings with OpenGov, the vendor for the City's permitting software platform, have commenced and are going well.
 - First testing of the program occurred on May 13th.
 - OpenGov is targeting early July for full implementation of the software.
- The Community Development Department continues to administer daily functions of the office, including:
 - Responses to general planning inquiries such as zoning, businesses, and housing.
 - Scheduling remote and on-site building inspections with building inspection consultants.
 - Land use permit applications.
 - Working in concert with the City Administrator and Human Resources to hire for an in-house building inspector role.

- Code amendments for the following sections:
 - Committee Section Updates
 - Currently in legal review prior to City Council consideration.
 - Lighting Ordinance
 - Currently under review by the City Administrator and internal staff.
 - Special Events
 - Continued by the Planning Commission to a date certain of June 9, 2026.
- The City of Ouray’s Planning Commission regularly scheduled meeting was held on May 12, 2026. Items on the agenda included:
 - Code Amendment – Continuation of OMC Sec. 7-13 Special Events, a proposed code amendment to establish a new Special Events section within the Ouray Municipal Code, providing standards and procedures to ensure events are conducted safely while supporting community and economic activity.
 - The first review of this amendment occurred on April 21, 2026, and was then continued to the May 12th meeting. Members of the Planning Commission asked for clarification and updates to a number of topics contained within the draft language.
 - Then, last night, the Planning Commission provided additional guidance, alongside public input that was received. Consideration of the amendment was continued to a date certain of June 9, 2026.
 - General Department updates.

The Community Development Department continues to manage a high volume of projects and responsibilities while working within current staffing capacity. Despite these challenges, staff remains focused on moving initiatives forward in an efficient, thoughtful, and responsive manner to support the City’s goals and community needs. I appreciate the continued support, collaboration, and patience from City Council and the community as we continue working to make steady progress across a variety of ongoing efforts.

Thank you for your commitment to the City of Ouray and its constituents.

Sincerely,



Daniel J. Murphy
Community Development Director