

**AGENDA
OURAY CITY COUNCIL**

Tuesday, January 17, 2023

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

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

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

Ouray City Council Work Session

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

1. CALL TO ORDER
2. DISCUSSION ITEMS
 - a. 3pm - Salary and Benefit Survey Presentation
 - b. 3:45-5:50pm - OIPI Agreement

Ouray 2022 Compensation Study



Ouray's Pay Philosophy & Compensation Objective

Is this true? It is the City's policy to compensate employees *at or above the prevailing rates* offered for similar work by those public and private employers with whom you must compete for quality staff.....



Project Objectives

- **Conduct city-wide “Job Values” worth-of-work survey.**
- **Create “site-validated” worth-of-work job valuation instrument.**
- **Conduct virtual job audits and deliver updated job descriptions to consider departmental restructuring & efficiencies**
- **Test & Verify Internal Relationships using internal equity instrument**
- **Conduct market review and analysis to determine the city's competitive relationship with selected Colorado public employers.**
- **Install “Market Based” pay plan model Linking Internal Equity results to prevailing practices.**
- **Develop pay plan recommendations and deliver a “least cost implementation” outcome.**



Employee Perceptions



Job Values Survey

- ***Worth of Work Priorities***
- ***Policy & Practice Priorities***
- ***Contributory Value Constructs***
- ***External & Internal Pay Equity Beliefs***



City of Ouray

Job Value Survey

Instructions: In each of the sections below, follow the specific instructions in order to rank the order of importance you would give each of the factors or statements listed. Importance is the value you, the employee, believe should be used by the organization, not how you perceive the organization to presently value these items. The **value "1"** represents **most important**. The larger the number the **less** the importance to you.

Section I: Internal Equity (these are measures or values against which all jobs are compared in order to establish the worth of the job to the organization **included** under four primary categories: Difficulty of Work, Responsibility, Work Environment and Job Knowledge. Rank the primary factors at the left in order of importance from 1 to 4. If you perceive any of the four to be of equal importance you may use the same value more than once, however, **do not place a "1" on all four- be thoughtful**. At the right, rank each of the **sub-factors** for each primary factor from 1 to 3, 1 to 4, etc.

Primary Factors

_____ Difficulty of Work _____ →

_____ Work Environment _____ →

_____ Job Knowledge _____ →

_____ Responsibility _____ →

Sub Factors

_____ Complexity of Tasks
_____ Variety of Work
_____ Decision Making / Judgment

_____ Physical Effort
_____ Working Conditions
_____ Hazard Uncertainty

_____ Level of Education/Training
_____ Amount of Experience
_____ Type of knowledge, skill & ability
_____ Licenses / Certifications

_____ Accuracy / Consequence of Error
_____ Supervision Exercised
_____ Freedom to Act / Job Controls
_____ Budget Accountability
_____ Internal & External Contacts/Customers

Section II: External Parity (These issues typically affect pay policy and practice. In your opinion, which of these should be considered most important by management as they consider setting policy or practice? Value them from 1 to 6, 1 being the most important. Some may be valued the same.)

- _____ Ability to Pay (size & type of business)
- _____ Organizational Philosophy (willingness to pay, attitudes about ranking among competitors)
- _____ Regional Economics (Prevailing Rates and Rates of Inflation)
- _____ Availability of Labor Supply (Demand, competition for particular skills and jobs)
- _____ Reputation of the Organization (competitiveness of pay and market recognition as high or low paying)
- _____ Pay Supplements (Incentives and Benefits)

Section III: Contributory Value (When receiving recognition for your contribution to the organization, you prefer it be for which of these, priority from 1 to 3.)

_____ Longevity (Years of Service) _____ Efficiency (Timely Completion of Work) _____ Effectiveness (Volume & Quality of Work)

Section IV: General Equity Perception (Do you believe you are under paid when considering the following.....)

1. The Value of your job to the organization? No Yes
2. The pay of others within your organization performing essentially the same type of work? No Yes
3. The amount of work you perform? No Yes
4. The pay of others outside your organization performing essentially the same type of work? No Yes

SUBMIT

Importance Ranking

		<u>Survey</u>	<u>Ouray 51</u>	
1	Job Knowledge	1.59...	1.47	1
2	Responsibility.....	1.69 ...	1.51	2
3	Difficulty.....	2.35 ...	2.31	3
4	Work Environment ...	2.79....	2.53	4



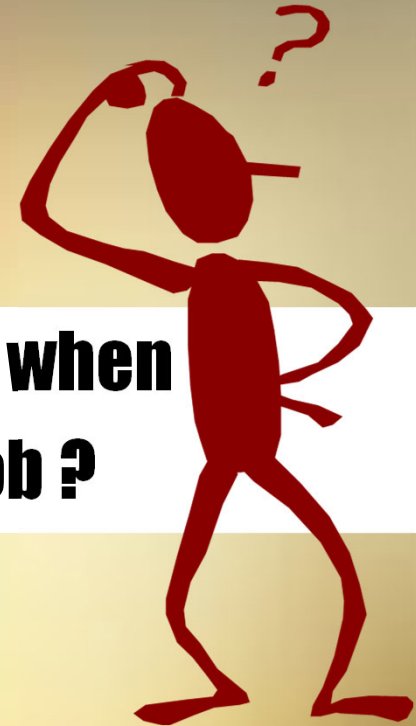
Importance Ranking

	<u>Survey</u>	<u>Ouray 51</u>	
1 Effectiveness/Volume of Work...	1.36	1.16	1
2 Efficiency/Timeliness/Quality...	1.85	1.78	2
3 Longevity/Loyalty.....	2.26	2.10	3



Survey Question #1

**Do you believe you are under paid when
considering the value of your job ?**



Ouray
72% - Yes - 78.4%

A job classification issue.

Survey Question #2

Do you believe you are under paid when comparing the pay of others in the organization performing essentially the same type of work ?



Ouray
50.4% - Yes - 64.7%

An internal equity & pay management issue.

Survey Question #3

Do you believe you are under paid when considering the amount of work you perform ?



Ouray

67.7% - Yes - 66.6%

A performance recognition issue.

Survey Question #4

Do you believe you are under paid when comparing the level of pay offered to workers performing essentially the same type of work in other organizations?



72.6% - Yes - 84.3%

Ouray

A market parity issue.

Considerations Impacting Compensation Policy & Practice..


Ouray

- #6 #1 Pay Supplements/ Total Compensation**
- #1 #2 Regional Economics**
- #3 #3 Organizational Philosophy**
- #4 #4 Ability To Pay**
- #5 #5 Reputation of the Organization**
- #2 #6 Labor Supply & Demand**

Job Valuation & Internal Equity




Internal Equity Instrument Customized

Factor I- Job Knowledge 40%		 City of Ouray									
		A	B	C	D	E	F	G	H		
KNOWLEDGE, SKILLS & ABILITIES	FORMAL EDUCATION & TRAINING	Minimal Formal Education.	Graduation From High School Or GED.	High School, GED & up to 1 Year Of Job Related Training or Education.	2 Years Of Job Related Training, or Associate Degree.	4 Years of job related training, Or Bachelor's Degree.	4 yr. degree plus 1 Year Of Graduate Work.	2 Years Of Graduate Work, Masters Degree Or Equivalent.	Extensive Graduate Work Beyond Masters.		
1. Unskilled. Ability to follow simple oral instructions. Reading and performing simple mathematical computations may be required. May need a basic understanding of the use of common office equipment or basic hand and power tools.	0.59 0.62 0.65	0.68 0.72 0.75	0.78 0.82 0.87				Additional points are awarded for required experience as a percentage of the points awarded for Job Knowledge: Up to one (1) year of experience...5% Two (2) years of experience.....10% Three (3) years of experience.....15% Four (4) years of experience.....20% Five (5) years of experience.....25% Six (6) years of experience.....30% Seven (7) years of experience.....35% Eight (8) years of experience.....40% Over eight (8) years of experience...45%				
2. Semi-skilled. Proficiency in the use of simple equipment. Knowledge of general office procedures, practice or operations. Proficient in math, reading and keyboard operations.	0.77 0.81 0.85	0.89 0.93 0.98	1.02 1.07 1.12	1.17 1.23 1.29							
3. Requires working level knowledge, skills, and abilities related to a broad range of either complex clerical or technical functions or apprentice level knowledge of a single function area or work specialization.	1.00 1.05 1.11	1.15 1.21 1.27	1.33 1.39 1.46	1.53 1.60 1.68	1.75 1.84 1.93						
4. Requires para-professional or full performance level of knowledge, skills, and abilities primarily related to a well defined discipline or vocational specialization. Journey level proficiency.	1.30 1.37 1.44	1.50 1.57 1.65	1.72 1.81 1.90	1.98 2.08 2.19	1.84 2.39 2.51						
5. Entry level professional KSA's utilizing techniques which require understanding of involved practices, principles and/or theory or mastery of a well defined discipline or vocational specialization.		1.95 2.05 2.15	2.24 2.35 2.47	2.58 2.71 2.84	2.96 3.11 3.27	3.41 3.58 3.76				3.92 4.12 4.32	4.51 4.73 4.97
6. Requires experienced professional level knowledge, skills, and abilities. High proficiency demonstrated through independent application of principles or theory. Creative work.			2.91 3.06 3.21	3.35 3.52 3.69	3.85 4.05 4.25	4.43 4.65 4.89				5.10 5.35 5.62	5.86 6.15 6.46
7. Highly developed, seasoned professional. Managerial KSA's, Mastery of involved practices, precedents, theory, principles.				4.36 4.57	5.01 5.26 5.52	5.76 6.05 6.35				6.63 6.96 7.30	7.62 8.00
This factor measures the nature and extent of information or facts which the worker must understand to do acceptable work (e.g., steps, procedures, practices, rules, policies, theories, principles, concepts and protocol and the nature and extent of skills/abilities necessary to apply the acquired knowledge. It also includes the amount of training required by the job prior to entry, including special requirements, certifications or licenses. Award additional points as a percentage of the points awarded above for knowledge & training for the following:											
I. Commercial drivers, applicator, operator licenses...5%.											
II. Para-professional certification, license or specialized clerical certification...10%.											
III. Technical license or certification...15%											
IV. Professional license or designation...20%.											
Multiple credentials, licenses or certifications....award an additional 10%.											
Annual or periodic recertification, testing or mandatory training requirements...award an additional 5%.											
<i>calculating the credentials bonus as a % of the job knowledge point award, the seasoned or "tested" license produces more points helping to mitigate compress.</i>											


Internal Equity Instrument Customized

Factor II- Responsibility 35%		City of Ouray					
		A	B	C	D	E	F
ACCOUNTABILITY & ACCURACY		Consequences of error produce little or no negative impact. Remedies are readily available within the context of the task being performed. Minimal loss of time to correct the error.	Errors normally result in loss of own time to correct or check. Quality of task completion impacted by need for accuracy related to repetitive tasks or operations.	Errors may result which affect one or more work group. Immediate. Supervisors must remedy errors related to accuracy and generally assume full accountability. Impact may vary in severity.	Errors may result affecting multiple work units within a department or cause injury or operating problems difficult to correct. Financial/legal implications exist to some degree.	Errors may result affecting entire department(s). Consequences affect public image for an extended time period requiring considerable resources to correct. Financial/legal implications are serious.	Errors may result which affect the entire organization. Consequences severely affect organizational efficiency. Public image severely damaged. Impact demands executive action. Extensive Financial/legal implications
CONTROLS OVER THE WORK							
1.	Clear, detailed and specific instructions given for both one-of-a-kind and repetitious tasks; work is closely controlled through the structured nature of the work, by circumstances in which it is performed, or through review of the supervisor.	0.89 0.94 0.98	1.16 1.22 1.28	1.51 1.58 1.66			
2.	Continuing or individual assignments. Supervisor specifies limitations, quality and quantity of work expected, deadlines and priorities. There is some freedom allowed in selecting methods to be used, but are limited.	1.03 1.08 1.13	1.33 1.40 1.47	1.73 1.82 1.91			
3.	The work is strictly controlled by practices and procedures which are covered by well defined policy; work is performed without direct supervision but is reviewed periodically by the supervisor.	1.18 1.24 1.30	1.53 1.61 1.69	2.00 2.09 2.20	2.59 2.72 2.86	3.37 3.54 3.72	
4.	The work is subject to policies, practices, and procedures. Some freedom is allowed in the application of policy or procedure. The supervisor sets the overall objectives and identifies available resources. Employee in consultation with supervisor develops projects and deadlines.		1.76 1.85 1.95	2.29 2.41 2.53	2.98 3.13 3.29	3.88 4.07 4.28	5.04 5.29 5.56
5.	Work is performed under managerial direction with the individual determining what, when, and how the work is done. Establishes unit or program goals & objectives			2.64 2.77 2.91	3.43 3.60 3.78	4.46 4.68 4.92	5.80 6.09 6.39
6.	These jobs by their very nature and size, are broadly subject to general goals and objectives. Work is performed under broad guidance of policy makers. Much autonomy and freedom to act is essential to job effectiveness.				3.94 4.14 4.35	5.13 5.38 5.65	6.67 7.00
<p>Additional points are awarded for budget & supervisory responsibility and public contacts as a percentage of the points awarded for responsibility:</p> <p>SUPERVISION: I. Serves as leadworker of one unit, crew, or group.....5% II. Performs as first-line supervisor. Is responsible for quality and quantity. Schedules and assigns work.....10%. III. Supervises more than one group performing similar functions. Has general responsibility for project completion.....20%. IV. Supervises a small department. Determines priorities. Delegates through subordinate supervisors. Hires & Disciplines.....30%. V. Supervises a large department. Determines priorities. Delegates through subordinate supervisors. Hires & Disciplines.....40%.</p> <p>PUBLIC CONTACTS: I. Minimal public contact, assistance requested requires referral to senior worker or supervisor....5% II. recurring routine contacts with the public or workers in other units requiring exchange of factual information or explanation.....10% III. Contacts with internal or external customers regarding routine administrative or technical matters.....15%. IV. Contacts with internal or external customers in developing and soliciting cooperative relationships.....20% V. Contacts with internal or external customers with significant impact on programs, projects or policies....25%. VI. Contacts with legislative, executive or judicial officials affecting the purpose of the organization...30%.</p> <p>BUDGET: I. Secondary responsibility to implement and monitor the budget of a section or division.....5%. II. Primary responsibility to prepare and administer a budget10%. III. Primary responsibility to prepare and administer a large budget20%.</p>							


Internal Equity Instrument Customized

Factor III- Difficulty of Work 15%		 City of Ouray					
		A	B	C	D	E	F
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> JUDGMENT & DECISIONS REQUIRED </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> COMPLEXITY & VARIETY OF WORK </div>	Little or no judgment or decisionmaking. Decisions limited to routine steps in performing well defined tasks or in determining the speed at which to perform.	Decisions are few and directly related to a well defined process. Requires some judgment in selecting variations in sequence of steps, operations or procedures.	Decisions are frequent but related to a well defined process. Judgment is required to select most suitable procedure from more than one process alternative.	Decisions are varied and based upon practice or policy. Employee required to make interpretative judgments when necessary to deviate from standard methods. Determines use of resources.	Decisions are varied based upon broad principles and guidelines. Judgment required to determine program direction and options for policy implementation.	Makes technical and complex decisions based upon research. Judgments must be made without existing guidelines. Creates policy affecting the entire organization.
1. The work consists of a few tasks or functions that are clear cut and directly related. Action to be taken or responses to be made are readily available. There is little variation in the work.	0.38 0.40 0.42	0.50 0.52 0.55					
2. The work consists of duties involving more than one sequence of steps. Variations in the work stem from differences in the source of information, kinds of transactions, entries or other factual situations.	0.44 0.46 0.49	0.57 0.60 0.63	0.74 0.78 0.82				
3. The work consists of various duties involving different processes and methods. Choices to be considered differ with the subject, phase, or issues involving each assignment.	0.51 0.53 0.56	0.66 0.69 0.73	0.86 0.90 0.94	1.11 1.17 1.23			
4. Aspects of the work involve conditions and elements that must be identified and analyzed to discern interrelationships and deviations from standards in a specialty field or discipline. Tasks require development of goals and objectives based upon existing interpretation of established policies, rules and guidelines.		0.76 0.79 0.83	0.98 1.03 1.08	1.28 1.34 1.41	1.66 1.74 1.83	2.16 2.27 2.38	
5. The work consists of independent assignments with varying duties which comprise a primary level of responsibility. Factors to be considered involve the assessment of unusual circumstances, variations in approach, incomplete or conflicting data, and incompatible results. The work requires the development and implementation of program options.		0.87 0.91 0.96	1.13 1.19 1.25	1.47 1.54 1.62	1.91 2.01 2.11	2.48 2.61 2.74	
6. The work consists of a variety of duties involving a broad range of activities or depth of analysis to develop and implement organization-wide goals and policies.				1.69 1.78 1.86	2.20 2.31 2.42	2.86 3.00	
Award additional points for stress as a percentage of points awarded for difficulty of work: This sub-factor attempts to recognize the degree of mental or emotional fatigue or stress inherent to the job and sustained through concentration, work pressures or critical incidents (CIS syndrome). Consider the cycle, duration, and intensity sustained. Consider the need to deal with the public over controversial issues, the responsibility for problem resolution and the need to meet time deadlines:							
SOME- 5% MODERATE- 10% CONSIDERABLE- 15% MULTI-FUNCTION- 20% CRITICAL INCIDENT- 25%							

Internal Equity Instrument Customized

Factor IV- Work Environment 10%		 City of Ouray			
PHYSICAL EFFORT WORKING CONDITIONS		A	B	C	D
		<p>1. No observable hazards or threat to health or safety. Adequate working conditions with at least minimum environmental conditions to assure the comfort of most workers.</p> <p>2. Minimum hazardous working conditions. Minor threat to health and/or safety. Generally adequate working conditions with minimum environmental conditions to assure comfort. Traveling in an automobile may be a regular part of the job.</p> <p>3. Occasional exposure to hazardous work conditions (noise, fumes, heights, slippery, vibrations, moving parts, disease etc.). Moderate exposure to dust, grease, temperature changes, noise, inadequate lighting, inclement weather, etc. Periodic conditions which involve chance of injury.</p> <p>4. Daily exposure to hazardous work conditions. Prolonged and frequent exposure to dust, grease, extreme temperature, or severe outdoor weather conditions. Recurring conditions which involve chance of injury.</p>	<p>Effort is minimal and is exerted only for short, intermitted periods. Effort involves light lifting of tools, objects, and working materials. May involve light pushing, pulling, reaching, bending. Requires normal hearing and visual acuity. Normally performs in seated position. Occasional standing for short durations.</p>	<p>Effort is exerted occasionally for short periods of time. Strain periodic but not prolonged. Moderate lifting, pushing, pulling, bending. More than normal visual and hearing acuity for precision work. Normally performs in abnormal sitting or standing positions. Moderate Manual dexterity required.</p>	<p>Effort is exerted regularly for sustained periods of time. Strain may be for frequent or moderate duration. Moderately heavy lifting, pushing, pulling. Considerable crouching, stooping or lying in prone position, Some strain on sight and hearing. Performs in abnormal positions. High Manual dexterity required.</p>
	0.57 0.60 0.63	0.66 0.69 0.72	0.75 0.79 0.83	0.87 0.91 0.96	
	0.74 0.78 0.82	0.85 0.89 0.94	0.98 1.03 1.08	1.13 1.18 1.24	
	0.96 1.01 1.06	1.11 1.16 1.22	1.27 1.34 1.40	1.47 1.54 1.62	
	1.25 1.32 1.38	1.44 1.51 1.59	1.66 1.74 1.83	1.90 2.00	
Hazard Uncertainty					
I- For positions having tasks that place employees in historically uncertain and emergency life threatening situations (i.e., Fire, Police) add 100% to the base points awarded above for work environment.					
II- For positions having tasks that place employees in historically dangerous situations with chance of sever injury or fatality due to performance errors (i.e., Power) add 75% to the base points awarded above for work environment.					
III- For positions which require the operation of maintenance or service equipment on city/county roadways, add 50%.					
IV- For positions exposing worker to known environmental hazards or threats, but are mitigated through common practice or policy, add 25%.					
V- .For positions requiring regular and frequent travel, whether local or regional, primarily by automobile, add 10%.					

Individual Job Valuations

 City of Ouray Job Evaluation				By Department													Total
FLSA	Job Code	Department	Job Title	Factor I					Factor II				Factor III		Factor IV		Total Pts.
				Job Knowledge	Years Exper.	Certs, License	Multiple Certs.	Annual Recert	Responsibility	Supervision	Budget	Public Cont.	Difficulty Of Work	Stress	Work Environ	Hazard	
		ADMINISTRATION	CITY ADMINISTRATOR	6.96	2.78	0.00	0.00	0.00	7.00	2.80	0.70	2.10	3.00	0.45	0.60	0.00	26.39
		POLICE	POLICE CHIEF	5.52	2.21	0.55	0.55	0.28	5.38	0.54	1.08	1.35	2.11	0.42	1.51	1.51	23.01
		PUBLIC WORKS	PUBLIC WORKS DIRECTOR	5.52	2.21	0.55	0.55	0.28	5.38	1.62	0.54	1.35	2.11	0.32	1.34	0.67	22.43
		CITY RESOURCES	CITY RESOURCES DIRECTOR	5.52	1.66	0.00	0.00	0.00	5.38	1.62	0.54	1.35	2.11	0.32	0.78	0.00	19.27
		CITY RESOURCES	POOL MANAGER	5.01	1.50	0.25	0.50	0.00	4.68	0.94	0.47	1.17	2.01	0.30	0.78	0.00	17.61
		ADMINISTRATION	CITY CLERK/TREASURER	5.52	1.66	0.00	0.00	0.00	4.68	0.94	0.47	1.17	2.11	0.32	0.60	0.00	17.46
		CO															17.08
		AD															13.50
		PUBLIC WORKS	PUBLIC WORKS FOREMAN	2.71	0.81	0.27	0.27	0.14	3.13	0.31	0.00	0.47	1.34	0.20	2.00	1.00	12.65
		POLICE	SERGEANT	2.71	0.81	0.27	0.27	0.14	2.72	0.27	0.00	0.27	1.34	0.27	1.51	1.51	12.10
		PUBLIC WORKS	UTILITIES SYSTEMS OPERATOR	2.35	0.47	0.24	0.24	0.12	2.41	0.12	0.00	0.36	1.19	0.18	2.00	1.00	10.67
		CITY RESOURCES	PARKS & FACILITIES MANAGER	2.35	0.47	0.24	0.24	0.12	2.77	0.28	0.14	0.42	1.34	0.20	1.34	0.67	10.56
		CITY RESOURCES	POOL MANAGER, ASSISTANT	1.81	0.36	0.09	0.18	0.00	3.60	0.72	0.18	0.54	1.54	0.23	0.78	0.00	10.04
		POLICE	SENIOR POLICE OFFICER	2.08	0.42	0.21	0.00	0.10	2.09	0.10	0.00	0.21	1.03	0.21	1.51	1.51	9.48
		COMMUNITY DEVELOPMENT	BUILDING INSPECTOR	2.71	0.54	0.27	0.00	0.00	2.72	0.00	0.00	0.27	1.03	0.15	1.01	0.25	8.97
		CITY RESOURCES	POOL MAINTENANCE SUPERVISOR	1.81	0.36	0.09	0.00	0.00	2.41	0.24	0.12	0.36	1.34	0.13	1.74	0.00	8.61
		POLICE	POLICE OFFICER	1.60	0.16	0.16	0.00	0.08	2.09	0.00	0.00	0.21	1.03	0.21	1.51	1.51	8.57
		ADMINISTRATION	INFORMATION SYSTEMS ADMINISTRATOR	2.08	0.42	0.00	0.00	0.00	3.13	0.00	0.00	0.47	1.19	0.18	0.60	0.00	8.06
		PUBLIC WORKS	FLEET MECHANIC	2.08	0.42	0.10	0.21	0.10	1.61	0.08	0.00	0.24	1.03	0.10	1.34	0.67	7.99
		PUBLIC WORKS	MAINTENANCE OPERATOR III	1.57	0.31	0.08	0.16	0.08	1.40	0.07	0.00	0.07	0.90	0.04	2.00	1.00	7.69
		PUBLIC WORKS	MAINTENANCE OPERATOR II	1.21	0.12	0.06	0.12	0.06	1.08	0.00	0.00	0.05	0.78	0.04	2.00	1.00	6.53
		CITY RESOURCES	PARKS MAINTENANCE WORKER II	1.21	0.12	0.06	0.12	0.06	1.61	0.08	0.00	0.16	0.60	0.03	1.74	0.43	6.23
		ADMINISTRATION	SENIOR DEPUTY CLERK	1.57	0.31	0.00	0.00	0.00	2.09	0.10	0.00	0.21	1.03	0.15	0.60	0.00	6.08

Individual Job Values Determine Market Based Pay Rates & Ranges

Market Analysis

Market Data – Statewide Survey Group

Entity	BUENA VISTA, CO	DELTA, CO	FOUNTAIN, CO	HOTCHKISS, CO	LYONS, CO	ORDWAY, CO	SILT, CO
AKRON, CO	BURLINGTON, CO	DENVER, CO	FREDERICK, CO	IGNACIO, CO	MANCOS, CO	OURAY, CO	SILVERTHORNE, CO
ALAMOSAS, CO	CANON CITY, CO	DILLON, CO	FRISCO, CO	JOHNSTOWN, CO	MANitou SPRINGS, CO	PAGOSA SPRINGS, CO	SILVERTON, CO
ARVADA, CO	CARBONDALE, CO	DURANGO, CO	FRUITA, CO	JULESBURG, CO	MEAD, CO	PALISADE, CO	SNOWMASS VILLAGE, CO
ASPEN, CO	CASTLE ROCK, CO	EATON, CO	GEORGETOWN, CO	KEENESBURG, CO	MEEKER, CO	PAONIA, CO	SPRINGFIELD, CO
AURORA, CO	CEDAREIDGE, CO	ELIZABETH, CO	GLENDALE, CO	KERSEY, CO	MINTURN, CO	PARACHUTE, CO	STEAMBOAT SPRINGS, CO
AVON, CO	CENTRAL CITY, CO	ENGLEWOOD, CO	GLENWOOD SPRINGS, CO	LA JUNTA, CO	MONTE VISTA, CO	PARKER, CO	STERLING, CO
BASALT, CO	CHERRY HILLS VILLAGE, CO	ERIE, CO	GOLDEN, CO	LAFAYETTE, CO	MONTROSE, CO	PLATTEVILLE, CO	SUMMIT COUNTY, CO
BAYFIELD, CO	COLORADO MUNICIPAL LEAGUE, CO	ESTES PARK, CO	GRANBY, CO	LAKEWOOD, CO	MONUMENT, CO	PUEBLO, CO	SUPERIOR, CO
BENNETT, CO	COLORADO SPRINGS, CO	EVANS, CO	GRAND JUNCTION, CO	LAMAR, CO	MORRISON, CO	RANGELY, CO	TELLURIDE, CO
BERTHOUD, CO	COMMERCE CITY, CO	FEDERAL HEIGHTS, CO	GRAND LAKE, CO	LASALLE, CO	MOUNTAIN VILLAGE, CO	RIDGWAY, CO	THORNTON, CO
BLACK HAWK, CO	CORTEZ, CO	FIRESTONE, CO	GREELEY, CO	LEADVILLE, CO	MT. CRESTED BUTTE, CO	RIFLE, CO	TIMNATH, CO
BRECKENRIDGE, CO	CRAIG, CO	FLORENCE, CO	GREENWOOD VILLAGE, CO	LONE TREE, CO	NEDERLAND, CO	ROCKY FORD, CO	TRINIDAD, CO
BRIGHTON, CO	CRESTED BUTTE, CO	FORT COLLINS, CO	GUNNISON, CO	LONGMONT, CO	NEW CASTLE, CO	SALIDA, CO	VAIL, CO
BROOMFIELD, CO	CRIPPLE CREEK, CO	FORT LUPTON, CO	GYPsum, CO	LOUISVILLE, CO	NORTHGLENN, CO	SEVERANCE, CO	WALSENBURG, CO
BRUSH, CO	DACONO, CO	FORT MORGAN, CO	HAYDEN, CO	LOVELAND, CO	ORCHARD CITY, CO	SHERIDAN, CO	WELLINGTON, CO
YUMA, CO	FRUITA, CO	WOODLAND PARK, CO	WINTER PARK, CO	WINDSOR, CO	WGGINS, CO	WHEAT RIDGE, CO	WESTMINSTER, CO

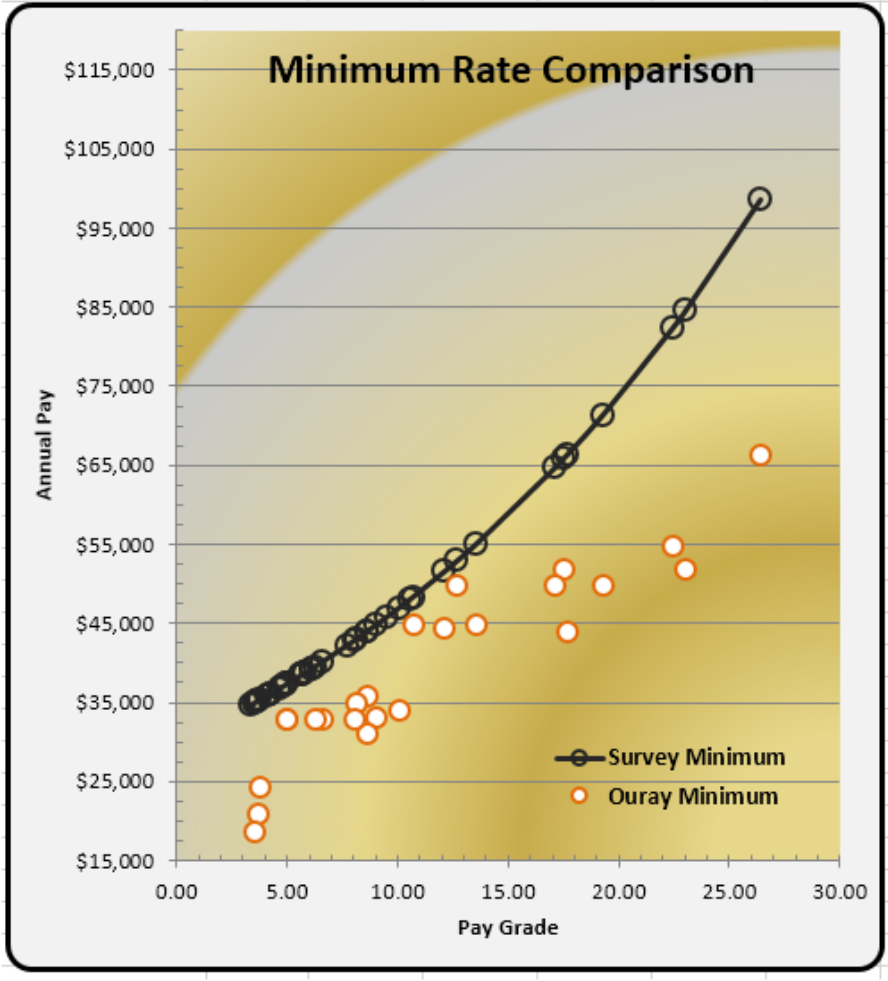
Data included for one or more benchmark matches



City of Ouray 2016 Compensation Study

Eval Points	Survey Minimum	Ouray Minimum	\$ Difference	% Difference	Job Title
26.39	\$98,656	\$66,500	-\$32,156	-48.4%	CITY ADMINISTRATOR
23.01	\$84,680	\$52,000	-\$32,680	-62.8%	POLICE CHIEF
22.43	\$82,468	\$55,000	-\$27,468	-49.9%	PUBLIC WORKS DIRECTOR
19.27	\$71,473	\$50,000	-\$21,473	-30.0%	
17.61	\$66,304	\$44,000	-\$22,304	-33.6%	
17.46	\$65,861	\$52,000	-\$13,861	-21.0%	
17.08	\$64,750	\$50,000	-\$14,750	-22.8%	
13.50	\$55,068	\$45,000	-\$10,068	-18.3%	
12.65	\$52,987	\$50,000	-\$2,987	-5.6%	
12.10	\$51,673	\$44,428	-\$7,245	-14.0%	
10.67	\$48,436	\$45,000	-\$3,436	-7.1%	
10.56	\$48,207		-\$48,207	-100.0%	
10.04	\$47,075	\$34,008	-\$13,067	-27.8%	
9.48	\$45,905		-\$45,905	-100.0%	
8.97	\$44,843	\$33,280	-\$11,563	-25.8%	
8.61	\$44,155		-\$44,155	-100.0%	
8.57			-\$8,000	-20.0%	
8.00			-\$9,000	-22.5%	
7.00			-\$9,000	-22.5%	
6.00			-\$6,000	-15.0%	
6.06			-\$39,000	-97.5%	
6.08			-\$39,000	-97.5%	
5.78	\$38,820		-\$38,820	-100.0%	
5.73	\$38,737		-\$38,737	-100.0%	

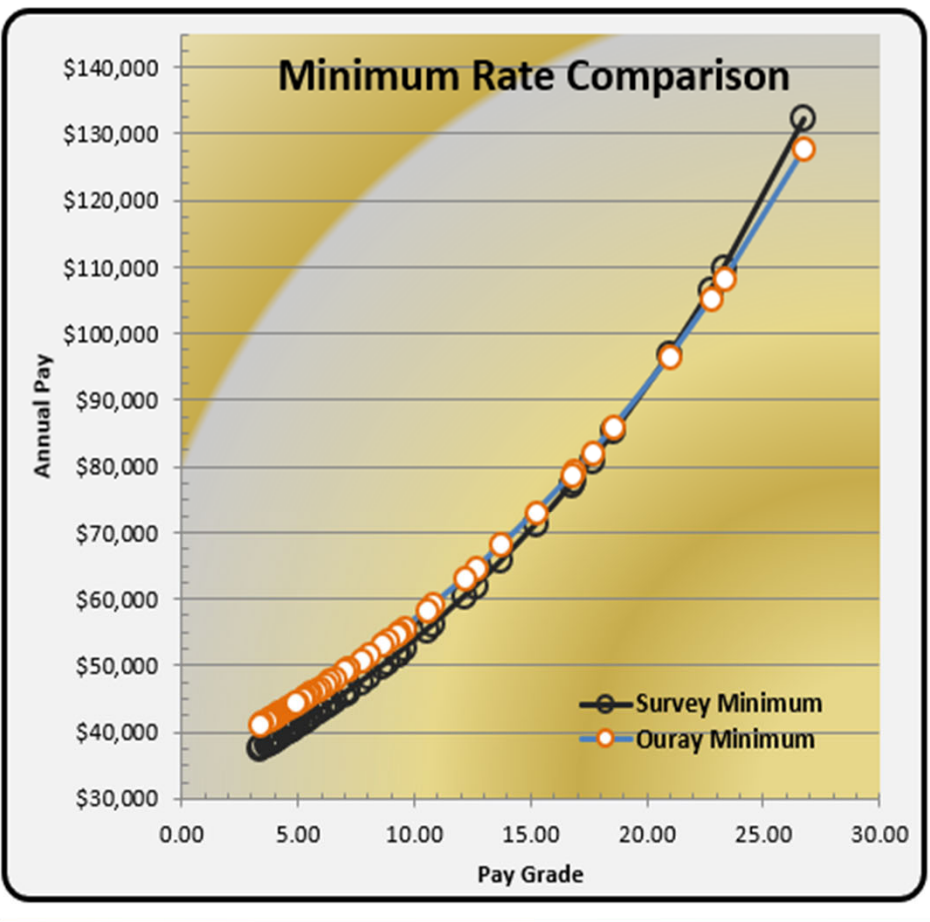
**Overall Average
-34.2%**



City of Ouray 2022 Compensation Study

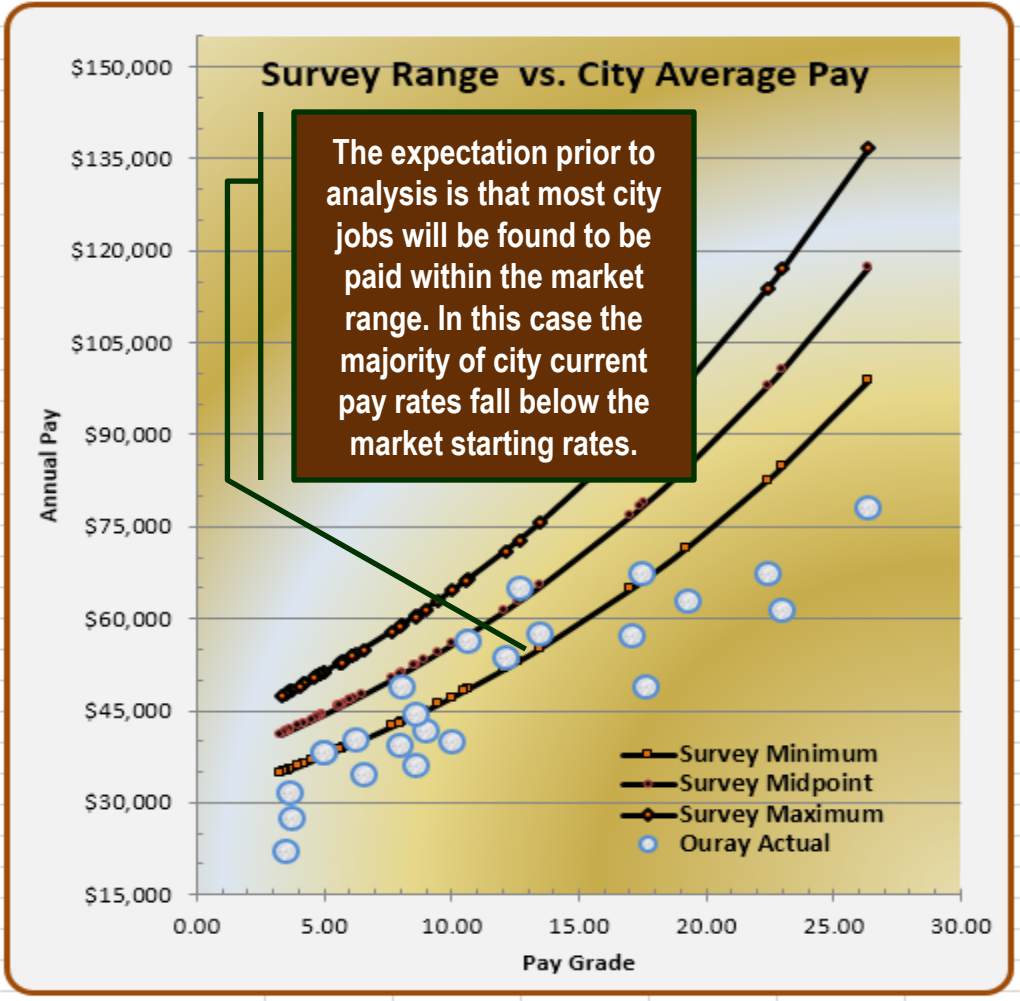
Eval Points	Survey Minimum	Ouray Minimum	\$ Difference	% Difference	Job Title
26.74	\$132,310	\$127,844	-\$4,466	-3.5%	CITY ADMINISTRATOR
23.29	\$109,957	\$108,242	-\$1,716	-1.6%	POLICE CHIEF
22.70	\$106,559	\$105,228	-\$1,331	-1.3%	PUBLIC WORKS DIRECTOR
20.93	\$96,899	\$96,608	-\$291	-0.3%	PARKS & RECREATION DIRECTOR
18.56	\$85,324	\$86,162	\$839	1.0%	FINANCE & ADMINISTRATION DIRECTOR
17.61	\$81,053	\$82,273	\$1,221	1.5%	HOT SPRINGS AQUATIC & FACILITIES MANAGER
16.87	\$77,888	\$79,378	\$1,490	1.9%	COMMUNITY DEVELOPMENT DIRECTOR
16.74	\$77,360	\$78,894	\$1,534	1.9%	INFORMATION TECHNOLOGY DIRECTOR
15.19	\$71,172	\$73,194	\$2,022	2.8%	
13.72	\$65,775	\$68,183	\$2,408	3.7%	
12.65	\$62,126	\$64,771	\$2,645	4.3%	
12.17	\$60,519	\$63,262	\$2,743	4.5%	
10.79	\$56,201	\$59,187	\$2,986	5.3%	
10.55	\$55,495	\$58,518	\$3,023	5.4%	
9.54	\$52,548	\$55,716	\$3,168	6.0%	
9.31	\$51,406	\$54,806	\$3,400	6.6%	

Overall Average +5.5%



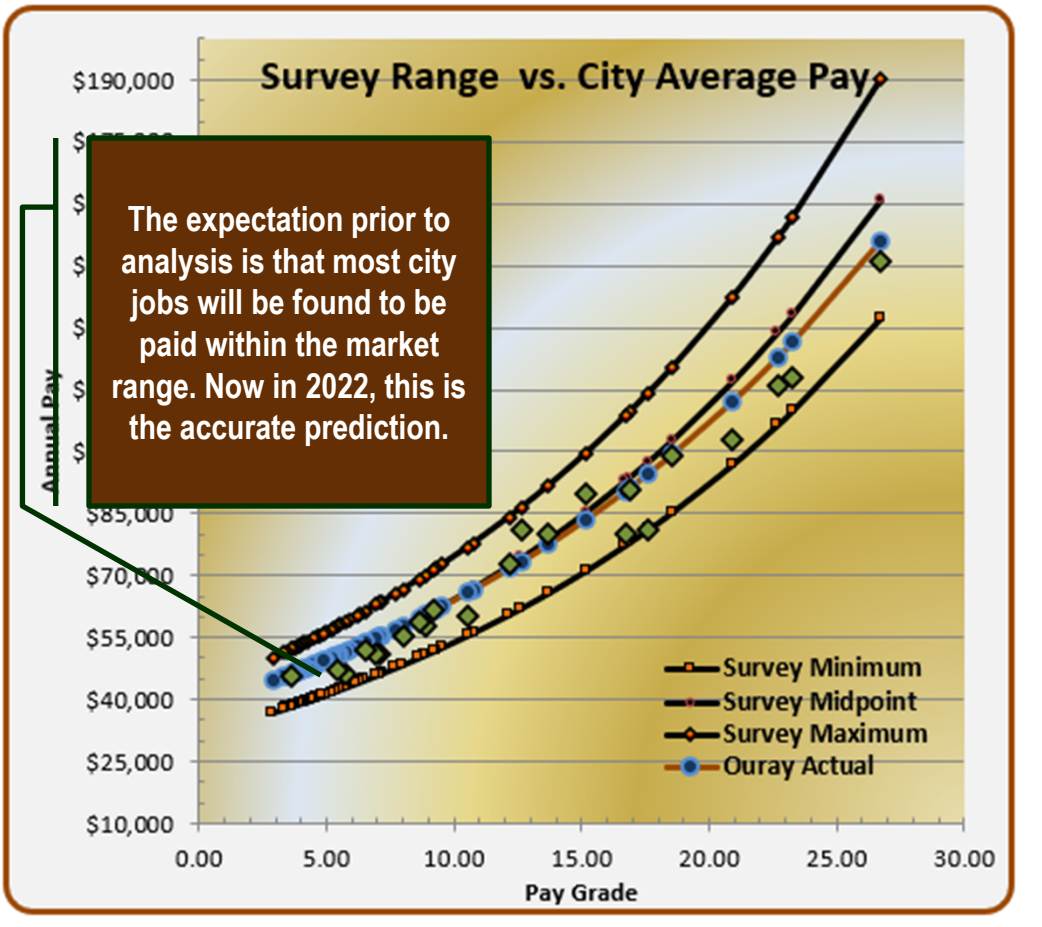
City of Ouray 2016 Compensation Study

Eval Points	Survey Minimum	Survey Midpoint	Survey Maximum	Ouray Actual	
26.39	\$98,656	\$117,407	\$136,675	\$78,190	CITY ADMINISTRATOR
23.01	\$84,680	\$100,682	\$117,063	\$61,500	POLICE CHIEF
22.43	\$82,468	\$98,037	\$113,963	\$67,270	PUBLIC WORKS I
19.27	\$71,473	\$84,893	\$98,572	\$62,908	CITY RESOURCE
17.61	\$66,304	\$78,718	\$91,348	\$48,960	POOL MANAGER
17.46	\$65,861	\$78,189	\$90,730	\$67,288	CITY CLERK/TREASURER
17.08	\$64,750	\$76,862	\$89,177	\$57,128	COMMUNITY & ECONOMIC DEVELOPMENT
13.50	\$55,068	\$65,305	\$75,672	\$57,473	HUMAN RESOURCES
12.65	\$52,987	\$62,824	\$72,774	\$65,000	PUBLIC WORKS F
12.10	\$51,673	\$61,256	\$70,943	\$53,726	SERGEANT
10.67	\$48,436	\$57,396	\$66,439	\$56,222	UTILITIES SYSTEMS
10.56	\$48,207	\$57,124	\$66,121		PARKS & FACILITIES
10.04	\$47,075	\$55,775	\$64,548	\$40,040	POOL MANAGER
9.48	\$45,905	\$54,380	\$62,921		SENIOR POLICE OFFICER
8.97	\$44,843	\$53,114	\$61,445	\$41,600	BUILDING INSPECTOR
8.61	\$44,127	\$52,261	\$60,450	\$36,067	POOL MAINTENANCE
8.57	\$44,046	\$52,165	\$60,338	\$44,554	POLICE OFFICER
8.06	\$43,049	\$50,977	\$58,953	\$48,966	INFORMATION SYSTEMS
7.99	\$42,907	\$50,808	\$58,756	\$39,250	FLEET MECHANIC
7.69	\$42,323	\$50,112	\$57,945		MAINTENANCE OPERATOR
6.53	\$40,154	\$47,529	\$54,935	\$34,590	MAINTENANCE OPERATOR
6.23	\$39,623	\$46,897	\$54,199	\$40,128	PARKS MAINTENANCE
6.08	\$39,359	\$46,583	\$53,833		SENIOR DEPUTY
6.08	\$39,359	\$46,583	\$53,833		SENIOR DEPUTY
5.78	\$38,820	\$45,940	\$53,085		MAINTENANCE OPERATOR
5.73	\$38,737	\$45,842	\$52,971		EVENTS & COMMUNITY DEVELOPMENT
5.63	\$38,536	\$45,688	\$52,864		CUSTOMER SERVICE
					POOL MAINTENANCE
					LEAD LIFEGUARD
				\$38,189	DEPUTY CLERK



City of Ouray 2022 Compensation Study

Eval Points	Survey Minimum	Survey Midpoint	Survey Maximum	Ouray Actual	
26.39	\$98,656	\$117,407	\$136,675	\$78,190	CITY ADMINISTRATOR
23.01	\$84,680	\$100,682	\$117,063	\$61,500	POLICE CHIEF
22.43	\$82,468	\$98,037	\$113,963	\$67,270	PUBLIC WORKS DIRECTOR
19.27	\$71,473	\$84,893	\$98,572	\$62,908	CITY RESOURCES DIRECTOR
17.61	\$66,304	\$78,718	\$91,348	\$48,960	POOL
17.46	\$65,861	\$78,189	\$90,730	\$67,288	CITY C
17.08	\$64,750	\$76,862	\$89,177	\$57,128	COMM
13.50	\$55,068	\$65,305	\$75,672	\$57,473	HUMA
12.65	\$52,987	\$62,824	\$72,774	\$65,000	PUBLI
12.10	\$51,673	\$61,256	\$70,943	\$53,726	SERGI
10.67	\$48,436	\$57,396	\$66,439	\$56,222	UTILIT
10.56	\$48,207	\$57,124	\$66,121		PARK
10.04	\$47,075	\$55,775	\$64,548	\$40,040	POOL
9.48	\$45,905	\$54,380	\$62,921		SENIO
8.97	\$44,843	\$53,114	\$61,445	\$41,600	BUILD
8.61	\$44,127	\$52,261	\$60,450	\$36,067	POOL
8.57	\$44,046	\$52,165	\$60,338	\$44,554	POLIC
8.06	\$43,049	\$50,977	\$58,953	\$48,966	INFOR
7.99	\$42,907	\$50,808	\$58,756	\$39,250	FLEET
7.69	\$42,323	\$50,112	\$57,945		MAINT
6.53	\$40,154	\$47,529	\$54,935	\$34,590	MAINT
6.23	\$39,623	\$46,897	\$54,199	\$40,128	PARK
6.08	\$39,359	\$46,583	\$53,833		SENIO
6.08	\$39,359	\$46,583	\$53,833		SENIO
5.78	\$38,820	\$45,940	\$53,085		MAINT
5.73	\$38,737	\$45,842	\$52,971		EVEN
5.63	\$38,526	\$45,688	\$52,864		CUST
					POOL
					LEAD
				\$38,189	DEPU





2022-City of Ouray

Proposed Pay Plan

Hourly Pay Rates

Job Value	Pay Range		
	Minimum	Midpoint	Maximum
26.74	\$66.47	\$79.77	\$93.06
23.29	\$55.24	\$66.29	\$77.34
22.70	\$53.54	\$64.24	\$74.95
20.93	\$48.68	\$58.42	\$68.16
18.56	\$42.87	\$51.44	\$60.01
17.61	\$40.72	\$48.87	\$57.01
16.87	\$39.13	\$46.96	\$54.78
16.74	\$38.87	\$46.64	\$54.41
15.19	\$35.76	\$42.91	\$50.06
13.72	\$33.05	\$39.65	\$46.26
12.65	\$31.21	\$37.45	\$43.70
12.17	\$30.41	\$36.49	\$42.57
10.79	\$28.24	\$33.88	\$39.53
10.55	\$27.88	\$33.46	\$39.03
9.54	\$26.40	\$31.68	\$36.96
9.31	\$26.08	\$31.30	\$36.51
9.21	\$25.95	\$31.14	\$36.33
8.86	\$25.46	\$30.55	\$35.64
8.62	\$25.14	\$30.16	\$35.19
7.99	\$24.30	\$29.16	\$34.02
7.69	\$23.91	\$28.69	\$33.47
7.16	\$23.24	\$27.89	\$32.54
7.10	\$23.16	\$27.80	\$32.43
6.97	\$23.00	\$27.60	\$32.20
6.53	\$22.46	\$26.95	\$31.45
6.32	\$22.22	\$26.66	\$31.10
6.18	\$22.05	\$26.46	\$30.87

Monthly Pay Rates

Job Value	Pay Range		
	Minimum	Midpoint	Maximum
26.74	\$11,522	\$13,826	\$16,131
23.29	\$9,575	\$11,491	\$13,406
22.70	\$9,280	\$11,135	\$12,991
20.93	\$8,438	\$10,126	\$11,814
18.56	\$7,430	\$8,916	\$10,402
17.61	\$7,058	\$8,470	\$9,882
16.87	\$6,783	\$8,139	\$9,496
16.74	\$6,737	\$8,084	\$9,431
15.19	\$6,198	\$7,437	\$8,677
13.72	\$5,728	\$6,874	\$8,019
12.65	\$5,410	\$6,492	\$7,574
12.17	\$5,270	\$6,324	\$7,378
10.79	\$4,894	\$5,873	\$6,852
10.55	\$4,833	\$5,799	\$6,766
9.54	\$4,576	\$5,491	\$6,407
9.31	\$4,520	\$5,425	\$6,329
9.21	\$4,498	\$5,398	\$6,297
8.86	\$4,413	\$5,296	\$6,178
8.62	\$4,357	\$5,229	\$6,100
7.99	\$4,212	\$5,054	\$5,897
7.69	\$4,144	\$4,973	\$5,802
7.16	\$4,029	\$4,834	\$5,640
7.10	\$4,015	\$4,818	\$5,621
6.97	\$3,986	\$4,784	\$5,581
6.53	\$3,893	\$4,672	\$5,451
6.32	\$3,851	\$4,621	\$5,391
6.18	\$3,822	\$4,587	\$5,351

Annual Pay Rates

Job Value	Pay Range			Range
	Minimum	Midpoint	Maximum	
26.74	\$138,264	\$165,917	\$193,570	40.00%
23.29	\$114,906	\$137,887	\$160,868	40.00%
22.70	\$111,354	\$133,625	\$155,896	40.00%
20.93	\$101,260	\$121,511	\$141,763	40.00%
18.56	\$89,163	\$106,996	\$124,828	40.00%
17.61	\$84,700	\$101,640	\$118,580	40.00%
16.87	\$81,393	\$97,671	\$113,950	40.00%
16.74	\$80,841	\$97,009	\$113,177	40.00%
15.19	\$74,375	\$89,250	\$104,125	40.00%
13.72	\$68,735	\$82,482	\$96,229	40.00%
12.65	\$64,921	\$77,906	\$90,890	40.00%
12.17	\$63,243	\$75,891	\$88,540	40.00%
10.79	\$58,730	\$70,476	\$82,222	40.00%
10.55	\$57,992	\$69,590	\$81,189	40.00%
9.54	\$54,913	\$65,896	\$76,878	40.00%
9.31	\$54,246	\$65,095	\$75,944	40.00%
9.21	\$53,976	\$64,772	\$75,567	40.00%
8.86	\$52,955	\$63,546	\$74,137	40.00%
8.62	\$52,285	\$62,742	\$73,199	40.00%
7.99	\$50,545	\$60,654	\$70,763	40.00%
7.69	\$49,730	\$59,675	\$69,621	40.00%
7.16	\$48,345	\$58,014	\$67,682	40.00%
7.10	\$48,181	\$57,817	\$67,453	40.00%
6.97	\$47,837	\$57,404	\$66,972	40.00%
6.53	\$46,721	\$56,066	\$65,410	40.00%
6.32	\$46,209	\$55,451	\$64,692	40.00%
6.18	\$45,865	\$55,038	\$64,211	40.00%

COMPETITIVE OBJECTIVE → 0.00% 4.50% ← COLA



2022-City of Ouray

Implementation Strategy Options

- 1 - Trendsetter
- 2 - Competitive
- 3 - Parity
- 4 - Comparable

15.19	\$35.76	\$42.91	\$50.06
13.72	\$33.05	\$39.65	\$46.26
12.65	\$31.21	\$37.45	\$43.70
12.17	\$30.41	\$36.49	\$42.57
10.79	\$28.24	\$33.88	\$39.53
10.55	\$27.88	\$33.46	\$39.03
9.54	\$26.40	\$31.68	\$36.96
9.31	\$26.08	\$31.30	\$36.51
9.21	\$25.95	\$31.14	\$36.33
8.86	\$25.46	\$30.55	\$35.64
8.62	\$25.14	\$30.16	\$35.19
7.99	\$24.30	\$29.16	\$34.02
7.69	\$23.91	\$28.69	\$33.47
7.16	\$23.24	\$27.89	\$32.54
7.10	\$23.16	\$27.80	\$32.43
6.97	\$23.00	\$27.60	\$32.20
6.53	\$22.46	\$26.95	\$31.45
6.32	\$22.22	\$26.66	\$31.10
6.18	\$22.05	\$26.46	\$30.87

15.19	\$6,198	\$7,437	\$8,677
13.72	\$5,728	\$6,874	\$8,019
12.65	\$5,410	\$6,492	\$7,574
12.17	\$5,270	\$6,324	\$7,378
10.79	\$4,894	\$5,873	\$6,852
10.55	\$4,833	\$5,799	\$6,766
9.54	\$4,576	\$5,491	\$6,407

Proposed Pay Plan

Annual Pay Rates

COMPETITIVE OBJECTIVE → 0.00% ← 4.50% ← COLA

Job Value	Pay Range			Range	
	Minimum	Midpoint	Maximum		
CITY ADMINISTRATOR	26.74	\$138,264	\$165,917	\$193,570	40.00%
POLICE CHIEF	23.29	\$114,906	\$137,887	\$160,868	40.00%
PUBLIC WORKS DIRECTOR	22.70	\$111,354	\$133,625	\$155,896	40.00%
PARKS & RECREATION DIRECTOR	20.93	\$101,260	\$121,511	\$141,763	40.00%
FINANCE & ADMINISTRATION DIRECTOR	18.56	\$89,163	\$106,996	\$124,828	40.00%

Annual Pay Rates

COMPETITIVE OBJECTIVE → 0.00% ← 4.50% ← COLA

Job Value	Pay Range			Range	
	Minimum	Midpoint	Maximum		
26.74	\$138,264	\$165,917	\$193,570	40.00%	
ASSISTANT HOT SPRINGS AQUATIC & FACILITIES MANAGER	10.55	\$57,992	\$69,590	\$81,189	40.00%
SENIOR POLICE OFFICER	9.54	\$54,913	\$65,896	\$76,878	40.00%

Adopting a pay plan based upon the “Survey Group”, a “Least Cost” strategy with “parity” being the objective would result in approximately **\$1,109**; less than 1% increase to base-pay budget, which includes a 4.5% COLA.

Question: What current problem or frustration in compensation, if adequately addressed today, would give you the greatest ROI for this project?

$$= \frac{-2x^2}{n\pi} \cos\left(\frac{n\pi x}{2}\right) \Big|_0^2 + \int_0^2 \frac{4x}{2\pi} \cos\left(\frac{n\pi x}{2}\right) dx$$

$$= \frac{-2x^2}{n\pi} \cos\left(\frac{n\pi x}{2}\right) \Big|_0^2 + \frac{4x}{n\pi^2} \sin\left(\frac{n\pi x}{2}\right) \Big|_0^2 + \frac{8}{n^2\pi^3} \cos\left(\frac{n\pi x}{2}\right) \Big|_0^2$$

$$= \left[\frac{2}{\pi} \cos(n\pi) \left[\frac{4}{n^2\pi^2} - \frac{4}{n} \right] + \frac{8}{n\pi^2} \sin(n\pi) \right] - \left[\frac{2}{\pi} \cos(0) \left[\frac{4}{n^2\pi^2} \right] + 0 \right]$$

$$\underline{\underline{b_n = \frac{8}{n^2\pi^3} \left[(1 - n\pi^2) \cos(n\pi) - 1 \right] + \frac{8}{n\pi^2} \sin(n\pi) \quad n = 1, 2, \dots}}$$

Type 1:
Supervisor/Subordinate

*Consider a 15% separation at the
top of the structure*

$$\underline{\underline{b_n = \frac{8}{n^2 \pi^3} [(1 - n\pi^2) \cos(n\pi) - 1] + \frac{8}{n\pi^2} \sin(n\pi) \quad n = 1, 2, \dots}}$$

Type 2: Peer-to-Peer

Basically a Seniority motivated Concern

$$b_n = \frac{8}{n^2 \pi^3} \left[(1 - n\pi^2) \cos(n\pi) - 1 \right] + \frac{8}{n\pi^2} \sin(n\pi) \quad n = 1, 2, \dots$$

Axiom: "Success or failure as a manager rests in the ability to evaluate. That ability is the ongoing assessment of things as they were, as they are and as they need to be resulting in the effective allocation of the resources needed to prevent and solve problems."

Problem = Frustrated Goal

$$\underline{\underline{b_n = \frac{8}{n^2 \pi^3} [(1 - n\pi^2) \cos(n\pi) - 1] + \frac{8}{n\pi^2} \sin(n\pi) \quad n = 1, 2, \dots}}$$

Historical Practices

Pay Plan Design ?

Pay Progression Objectives?

Market Posture – Competitive Position?

Ongoing Challenges

Economics – Revenue Stream

Marginal Utility Fiscal Accountability

Recruitment Issues & Objectives

Talent Retention



$$f(x) = \frac{-2x^2}{n\pi} \cos\left(\frac{n\pi x}{2}\right) \Big|_0^2 + \int_0^2 \frac{4x}{2\pi} \cos\left(\frac{n\pi x}{2}\right)$$
$$\frac{-2}{n^2\pi^2} \cos\left(\frac{n\pi x}{2}\right) \Big|_0^2 + \frac{4x}{n\pi^2} \sin\left(\frac{n\pi x}{2}\right) \Big|_0^2 + \frac{8}{n^2\pi^3} \cos\left(\frac{n\pi x}{2}\right) \Big|_0^2$$
$$\left[\frac{4}{n^2\pi^2} - \frac{4}{n} \right] + \frac{8}{n\pi^2} \sin(n\pi) \Big] - \left[\frac{2}{\pi} \cos(0) \left[\frac{4}{n^2\pi^2} \right] + 0 \right]$$
$$\frac{8}{n^3\pi^3} \left[(1 - n^2\pi^2) \cos(n\pi) - 1 \right] + \frac{8}{n\pi^2} \sin(n\pi) \quad n=1, 2, \dots$$

Going Forward

1

Articulate potential pay progression methods based upon learning curve, merit/performance (individual & work team recognition) and longevity

2

Continue organizational culture to expect and deliver excellence, through an ongoing performance management & evaluation process

3

Prepare least cost implementation strategy and timeline for compensation adjustments (e.g. FY 2022-2023 Budget Process, targeted range adjustments)

4

As a “living” element of compensation administration, monitor and identify features and enhancements to the job valuation method that can strengthen internal equity outcomes (e.g. ongoing examination of job descriptions to ensure accuracy and consistency)



Lastly - Key Considerations

1

“The Need To Pay” influenced by recruitment and retention experience.

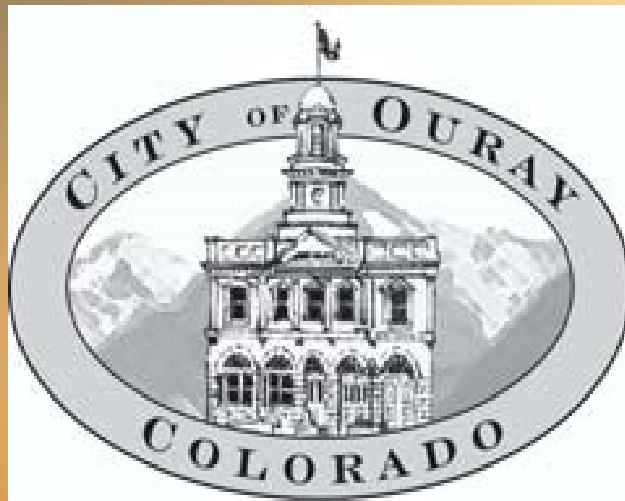
2

“The Ability To Pay” influenced by current and projected resources.

3

“The Willingness To Pay” influenced by an objective to establish or maintain a desired employer stature.







Proposal for a Long-term Management Agreement

The Ouray Ice Park is a city park like no other in the world. It is built and operated each year for a four-month season, on a combination of public and private land using water from the overflow of a municipal water system, by a non-profit organization that provides the funding and workforce for operations, infrastructure, and public engagement. Its challenges are unique, requiring broad cooperation among multiple entities, as are its benefits to the City of Ouray and to all of those entities.

Ouray Ice Park, Inc. (OIP), by agreement with the City of Ouray, has managed the Ice Park for over 25 years. It has evolved from an informal band of contributors into a professional institution, with extensive capabilities addressing a host of requirements and inputs, which are actively sought out via formal channels. It is managed based on data and rules, policies and procedures, and ongoing discussions with the City and the communities it serves. In the last few years this more rigorous approach and expanded fundraising efforts have resolved several key issues and resulted in initiatives to significantly improve operations and increase community benefits.

- The Ice Park Advisory Team (IPAT) has served as forum for discussion among the stakeholders, including anyone in the community who is interested, driving much of the progress with ideas for improvement and feedback on performance.
- OIP has worked diligently to address the single most critical issue in Park operations: the consistent, sufficient supply of water to make ice. OIP has secured additional water rights for that purpose, thanks to the generosity of Ouray Silver Mines, Inc., is funding, and has begun to build the infrastructure necessary for our Ice Farmers to make ice whenever it is cold enough.
- With an adequate source of water secured, OIP will continue to expand terrain to meet the increasing number of visitors to the Park, building upon its “Our Water, Our Future” capital campaign with physical infrastructure to expand opportunities for Recreational, Commercial, and Institutional Users.
- Formal workforce development, including job descriptions, pay ranges, and salary progression, as well as significantly expanded formal training and operational documentation, is providing our twelve professional Staff with long-term, winter to year-round employment.
- With the help of data specialists and skilled OIP Staff analysis based on data captured by our Rangers and submitted by Commercial and Institutional groups, we understand the capacity of the Park for multiple User categories better than ever before.
- The Concession, now managed by OIP with processes for allocation of capacity worked out in concert with IPAT discussion, has alleviated much contention surrounding guiding operations.
- Park capacity has been expanded over the last several years with multiple new areas and anchor counts up from about 120 to well over 200.
- Commercial Use within agreed targets has expanded by almost 70% in the last three years, based on better understanding from the data and expansion of terrain, increasing the economic benefits of the Park to the community while ensuring acceptable access by recreational Users.
- The Ouray Ice Park is the driving force underpinning the winter economy of Ouray. OIP has undertaken multiple major initiatives to increase the visibility and enhance the reputation of the City as the epicenter of ice climbing in North America and the outdoor recreation capital of Colorado.

- OIPI continues to enhance the Park’s usability and beauty, building on expanded access pathways, improved signage, and User staging facilities installed by Staff, and organizing our dedicated corps of volunteers, e.g., to improve the appearance of the grounds by clearing forest debris and trash in our annual “Love Your Gorge” event.
- OIPI rose to the challenge of COVID-19 by communicating diligently with County and State Public Health officials, and worked out innovative ways to keep the Park fully open for a great season while meeting pandemic guidelines, maintaining our workforce at full strength, and adding more opportunities for Commercial use. We managed the 2021 Ice Fest to keep its iconic competition (without spectators) going strong while broadening its reach, working with Sponsors, the City, and State agencies to fund livestreaming and broadcast documentary programs.
- OIPI and the City co-funded an economic impact study of the Park’s 2021-22 season that found the annual contribution to the local economy to be almost \$18M, including an estimated \$1.4M in tax revenues.
- OIPI has identified four critical sources of funding to insure the long-term financial health and operational sustainability of the Ice Park including: (1) membership and use fees, (2) local business partnerships and philanthropic donations, (3) sponsorship revenue from Outdoor Industry brands, and (4) multiple sources of revenue from Ice Festival events (clinics, public events, and merchandise sales). Nurturing, stewarding, and growing these revenue streams is absolutely critical to keep the Ice Park as a free public resource.
- OIPI understands the importance of working in a collaborative manner with the City of Ouray, especially with the City Administration, Public Works, and the Police Department to ensure the seamless operations of the Ice Park. We take every opportunity to strengthen our long-standing partnership with the owner of private land making up over half the Park. Fostering this collaborative approach into the future is imperative.
- OIPI is working to understand, plan for, and address the environmental and societal challenges we face to sustain a thriving Park over the next 25 years and beyond. Our focus has turned increasingly from solving current operational challenges to innovating for sustainability and finding the best ways to harness limited resources to provide a great experience to all of its Users.

OIPI’s solid record of accomplishment and our unique capabilities have delivered and will continue to bring unparalleled value to the communities we serve. We consider the ongoing stewardship of the Park, created by climbers for the City of Ouray, to be a sacred trust. In our view, the Management Agreement should reflect a strategic partnership.

Accordingly, we propose a term of ten years, renewable in ten-year increments so long as the parties are satisfied with the results. The proposal also revises the existing Agreement to reflect the current Concession arrangement, improvements to Park systems, guidance from the City, and public inputs from multiple IPAT interactions.

January 17, 2023

Ouray Ice Park Comprehensive Management Agreement

This Ouray Ice Park Comprehensive Management Agreement (Agreement) is made by and between the Ouray Ice Park, Inc. (OIPI), a Colorado non-profit corporation, and the City of Ouray, Colorado (the City), effective June 1, 2023~~18~~. OIPI and the City (collectively the Parties), agree as follows.

Exhibits

- A. Exhibit A - City-owned property
- B. Exhibit B - ~~Water Right assigned to the City by Ouray Silver Mines, Inc. for OIPI Ouray Ice Park use (Case No.: 21CW3042)~~
- A-C. Exhibit C - ~~City's Water Right for Ouray Ice Park (Ouray Ice Park Diversion Case No.: 21CW3053)~~
- B-D. Exhibit ~~DCB~~ - Water Use Agreement between the City and OIPI
- C-E. Exhibit ~~DE C~~ - Ouray County Recreational Access Easement Reception #201752
- D-F. Exhibit ~~EF D~~ - Eric Jacobson License Agreement to the City of Ouray
- E. ~~Exhibit E Permit for Concessionaire and Guiding Services~~
- F-G. Exhibit ~~FG~~ - Map of ~~Ice~~ Park
- G-H. Exhibit ~~GH~~ - Eric Jacobson - Grant of Easement - ~~Reception #207435~~
- H. ~~Exhibit H Ice Park Sustainability Committee Final Report~~
- I. Exhibit ~~HI I~~ - GOCO Grant 2012 Ouray Ice Park Land Purchase

Recitals

- A. The Ouray Ice Park is a world-class, internationally known outdoor recreational asset, which provides a unique and exemplary ice climbing experience for ~~all user groups~~ the public, and which is the core of Ouray's winter economy.
- B. The City owns property as shown on the attached Exhibit A.
- C. The City and OIPI are parties to an Agreement for Management of the Ouray Ice Park, with an effective date of ~~November 19, 2012~~ June 1, 2018, ~~an Extension Agreement with an effective date of October 4, 2017, extending the Management Agreement which further extends the Term from Term to May 31, 2018~~ and this revised Management Agreement June 1, 2023~~18~~ to May 31, 2033~~23~~.
- D. ~~Ouray Silver Mines, Inc. has assigned a Conditional Water Right for 3.34 c.f.s. CFS- from the Revenue Virginius Mine Water Works Water Right Canyon Creek to the City for the express purpose of supplying water to the Ouray Ice Park from Canyon Creek, as shown on Exhibit B. r~~
- E. ~~The City of Ouray has obtained a conditional water right of 1.111 c.f.s. (500 g.p.m.) for the Ouray Ice Park for the express purpose of supplying water to the Ouray Ice Park from Canyon Creek, as shown on Exhibit C.~~
- D-F. OIPI and the City are parties to a Water Use Agreement, Exhibit ~~DCB~~, entered into ~~in October, 2009~~ June 1, 2023, that grants to OIPI a right to use certain of the City's water for the development of ice falls for recreational ice climbing, among other rights. The Water Use Agreement is ~~contingent upon the parties entering to an to run concurrently with this Management operating A~~ agreement for the Ouray Ice Park.

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~~E.~~ The City and ~~the~~The Board of County Commissioners of Ouray County, Colorado, have entered into a Recreational Access Easement Agreement dated September 28, 2009 and recorded at Reception Number 201752 in the records of the Ouray County Clerk and Recorder that concerns access rights to and uses permitted on the County's property, Rio

~~G.~~ M.S. 1965, as shown on Exhibit ~~D-CE~~.

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~~F.H.~~ The City and Eric R. Jacobson are parties to a License Agreement dated December 15, 2010, Exhibit ~~EF-D~~, that concerns permissible uses allowed within the area of Mr. Jacobson's FERC license, which is partially located within the Park, as well as other lands

~~G.I.~~ The City received a financial grant from Great Outdoors Colorado, Exhibit ~~I.H.I~~, to facilitate the City's purchase of land within the Park previously owned by the United States of America. That grant placed several conditions on the use of those funds which affect the City's use and ability to delegate use and development of the Park.

~~H.~~ ~~The City and San Juan Mountain Guides, LLC, are parties to a Permit for Concessionaire and Guiding Services 2010-2015 Season (Guiding Permit), entered into in 2010, Exhibit E, which regulates specific commercial uses in the Ice Park under certain circumstances.~~

~~I.J.~~ The City has the ability and authority to grant the rights and create the obligations established by this Agreement.

Now therefore, in consideration of the mutual obligations described below, and for other consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties additionally agree as follows.

Agreement

I Scope and Activities

- A. The Ouray Ice Park (OIP, the Park) is a climbing venue for Activities defined in section I. C. on a property located south of the City of Ouray. It ~~is comprised of~~ operates on lands owned by the City and lands to which the City has acquired various access and use rights. The Park is depicted on the map attached to this Agreement as Exhibit ~~FG~~, which is hereby incorporated into this Agreement by reference.
- B. The City hereby grants to OIPI the authority to provide the Activities described in Section I-C, below within the Park. In addition, the City hereby grants to OIPI all necessary ancillary authority to perform these Activities, including a right to grant permission to use the Park during the winter climbing season, defined for this purpose as November 1 through March 31. OIPI is not responsible for overseeing or otherwise managing the Park or any use of the Park that is not an Activity as described in Section I-C, below, or which is otherwise outside the scope of this Agreement.
- C. Activity or Activities as those words are used throughout this Agreement, shall be defined as the following to be provided by OIPI.
1. OIPI agrees to create, maintain, and fund, to a degree and extent that is in its sole discretion, the following climbing venue.
 - a. The Park includes an ice, and mixed ice and rock climbing venue constructed annually

by OIPI and comprised of ice falls, climbing routes, anchors, access trails, bridges, causeways, and other related infrastructure.

b. OIPI shall also manage the operation of and maintain the ice and mixed climbing venue referenced above. Such operation and maintenance may include, for example and without limitation, rock scaling, clearing vegetation, snow removal, placement of signs and barricades, annually opening and closing the Park for ice and mixed climbing, and the opening and closing of climbing areas within the Park or areas of the Park for use by the public when there is a concern about public safety.

c. While this ice and mixed climbing venue is re-created annually, improvements related to it may remain in the Park year-round. Such improvements include, for example and without limitation, above and below ground water lines and pipes; sprinkler and shower heads; climbing anchors including without limitation bolts, chains, and pruned trees; informational signs; barricades; on-site storage; observation platforms; metal and wooden causeways, bridges, stairs, and ladders; and pedestrian trails. OIPI will maintain improvements, including any items placed in the Park or adjacent property for purposes of any Activity. In addition, OIPI will remove any temporary items or property related to the operation of the Park within ~~fifteen~~-~~forty-five~~ (+45) days of the closing of this climbing venue at the end of the ice climbing season.

d. Despite the inherent risks involved in the public's use of the Park, OIPI agrees to make public safety a primary concern, and public safety shall be a topic of discussion at OIPI Board of Directors' meetings. OIPI shall review accidents and incidents to consider safety improvements to the Park.

D. Any proposals to develop, maintain, or fund additional Activities outside the scope of this Agreement or to amend other documents or other plans in order to establish additional permissible uses of the Park, regardless of their origin, will be considered first by OIPI. If a proposal is received by the City, before considering it, the City shall first refer the proposal to OIPI. OIPI will consider such proposals at a noticed public meeting. After the meeting, OIPI will make a recommendation to the City. The City will consider the proposal or amendment.

E. Notwithstanding the obligations and authority elsewhere outlined in this Section II, OIPI shall not install, construct, or cause to be constructed any fixture in the Park valued in excess of ~~\$2,500~~ 10,000.00 without prior notice to and approval by the City. If the improvement is valued at less than ~~\$20,000~~ 10,000.00 but more than ~~\$2,500~~ 10,000.00, the City Administrator may approve the fixture on behalf of the City. If the City Administrator denies a request, OIPI may appeal that decision to City Council.

F. OIPI expressly acknowledges that there are other recreational uses permitted within the Park. The Parties agree to coordinate uses of the Park, and neither the City, including its prospective Parks District and other parks in the vicinity of the OIP, nor its agents for the Ouray Via Ferrata (OVF) shall not take any action that materially interferes with OIPI's Activities and Events, notwithstanding the City's right to terminate this Agreement under Section X. The City will ensure its agents for the OVF decommission any of its infrastructure

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OIPI operations to a safe state after each OVF season by November 10. OIPI and the City will coordinate on any significant new building construction within the Ouray Ice Park, including any such construction planned by the City's agents for the OVF.

~~F.~~

The City may enact ordinances establishing rules and regulations for use of the Park. OIPI may recommend to the City rules and regulations for use of the Park. OIPI may enact

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emergency rules and regulations but if OIPI intends the rule or regulation to remain in effect longer than thirty (30) days, it shall recommend adoption of the rule or regulation by the City. If the City chooses not to implement a recommended rule or regulation pursuant to an ordinance, OIPI may adopt that rule or regulation only upon approval by the City. Under no circumstances shall any rule or regulation imposed by OIPI be in conflict with a rule or regulation adopted by the City. Ordinances enacted by the City shall not materially interfere with OIPI's Activities and Events, and shall be subject to Section VIII-A, below.

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G. The City owns the building in the Park colloquially known as the Powder House. The City hereby grants to OIPI the right to occupy, improve, maintain, and otherwise use that building during the term of this Agreement and subject to the limitations in this paragraph. OIPI shall not have any obligation to maintain or improve the Powder House. The City reserves the right to enter and maintain the Powder House. The Parties acknowledge and agree that the exercise of the City's right may require that the City have exclusive possession of the Powder House to conduct maintenance and repair for a period of time limited to that required to conduct such maintenance and repair.

~~H. The parties hereby extend the Water Use Agreement, Exhibit B, for an additional period to run from June 1, 2018, through May 31, 2023.~~

H. The City will include snowplowing the upper and lower parking lots on Hwy 550 and CR 361 and the common areas in front of the Powder House as part of its regular snow clearing operations following major (> 5") snowstorms. (I need to discuss upper parking lot with PWs based on CDOT)

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I. The City and OIPI will cooperate on signage to manage traffic and parking in the vicinity of the Park and OIPI will make best efforts to organize volunteers to direct parking during busy periods.

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J. The City and OIPI will cooperate to provide shuttle services from sites in the City to the Park (scope and funding TBD) on holiday and event weekends. What does cooperate mean?

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II Events

A. The City grants to OIPI the right and authority to conduct, manage or co-manage, and host or co-host the annual Ouray Ice Festival, All In Ice Festival, Love Your Gorge event, and any UIAA events, at OIPI's sole discretion. OIPI may conduct, manage, or host additional high-impact events within the Park upon notification and approval from the City. City staff may refer a request to conduct, manage or host a high-impact event from OIPI to City Council for approval. For purposes of this Section, a high-impact event is one that requires extensive closure of areas of the Park to accommodate the event, or one during which extended or abnormal crowding is expected to foreclose or substantially interfere with non-event use of the Park. OIPI may conduct, manage, and host other events that are not considered high-impact to a degree and extent that is in its sole discretion. OIPI may conduct events to raise funds to facilitate its operation.

B. The City shall manage any events in the Park not managed by OIPI. The City shall not require OIPI or its staff to participate in any such events. The City and OIPI shall communicate to ensure that events managed by the City or its designees do not conflict with events managed by OIPI or other operations in the Park.

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B.C. OIPI and the Uncompahgre Watershed Partnership conduct an annual Love Your Gorge event to beautify and clean up the Park, typically in mid-September when the OVF is operating. OIPI will notify the City and its agents for the OVF of the exact date and whether participants will be in the gorge below the OVF to ensure gorge access without exposure to OVF-related hazards. OIPI and the City will coordinate on communications and volunteers to help in the community effort.

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III Concessions

A. OIPI may conduct, manage and develop commercial activities and other concessions in the Park which are related to the events and Activities managed by OIPI under this Agreement, except as otherwise limited by this Agreement. The proceeds from these activities shall be devoted to the provision of the events and Activities provided by OIPI. Without limitation, these commercial activities may include the sale of merchandise, and commercial activity associated with events authorized in II.A. ~~the annual Ouray Ice Festival.~~

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~~B.~~ Any commercial activity on the public property within the Park shall comply with the permitting requirements of the City Code for the sale of goods and services, except that to the extent such permitting requirements modify the rights granted in this Section III, such modification shall be considered to be an "event" addressed by Section VIII, below.

~~B.~~

~~A.~~ ~~Concessionaire services rendered from June 1, 2018 to April 30, 2019. As stated above, the City is a party to a Permit for Concessionaire and Guiding Services in the Ouray Ice Park (the "Guiding Permit"), which terminates by its terms on April 30, 2019. Pursuant to the Guiding Permit, the City has established a limited number of Service Days that are used by these commercial users of the climbing venues in the Park. The City agrees not to change this number of Service Days without allowing OIPI to comment on such action. This Section shall not be construed to affect OIPI's ability to draft rules and regulations that govern a Guiding Permit holder's conduct in the Park pursuant to Section I G, above.~~

~~B.C.~~ ~~Concessionaire services as of May 1, 2019. The Guiding Permit, which runs through April 30, 2019, will not be renewed. Effective May 1, 2019, OIPI will assume the majority of the responsibilities, which currently appear in Section II.D.1. of the Permit, as follows is the Concessionaire, managing Commercial and Institutional Uses of the Ice Park:~~

1. Historical Use Percentage. OIPI shall maintain the historical 75% of visitor capacity reserved for Recreational users (non-guided, non-commercial, non-institutional) and shall maintain the historical 25% of visitor capacity reserved for Commercial and Institutional users.

a. ~~The Parties acknowledge the need for more accurate data regarding the capacity of the Ouray Ice Park with respect to usage by all User Groups and contemplate engaging a person to assist with data collection in time for the 2018-19 Season. OIPI will maintain a system of data collection and analysis on the capacity and uses of the Ice Park as a basis for managing the use by the user groups in III.C.1.~~

b. The parties agree that if the data indicates total facility capacity is reduced at certain times in the season or under certain conditions (amount of terrain open, length of season, etc.), OIPI may direct Commercial and Institutional use away from periods of lesser capacity and into periods of greater capacity.

~~2. Transition from Permit. On expiration of the Guiding Permit, it is the policy direction of the Ouray City Council to extend limited protection to the existing Commercial Users of the Ouray Ice Park. Limited protection shall be extended to the San Juan Mountain Guides (SJMG) and all Commercial Users operating in either the 2017-18 Season or the 2018-19 Season, such that no decision by OIPI as to usage shall materially alter the percentage of usage of SJMG or the Commercial Users in the 2019-20 Season. These protections are subject to the following conditions:~~

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a. ~~Neither the City nor OIPI intend the limited protection offered here to create monopoly control of the Ouray Ice Park, or to act as a barrier to entry to any qualified Commercial User in the 2019-20 Season.~~

b. ~~SJMG and all Commercial Users, as defined above, shall be provided in the 2019-20 season the same percentage of use as each was allocated during the 2017-18 and 2018-19 seasons (as an average of those two seasons).~~

e. ~~In any case, OIPI shall manage usage consistent with historical use percentages, in accordance with Section III, D.~~

~~3.2. Effective September 1, 2019 and annually thereafter OIPI will notify each commercial guide service of their Service Day user day allocation for the season annually by September 30 for the season.~~

~~C. With exception to Section III C, OIPI shall have the responsibility to manage all users of the park. The three main user groups, broadly defined, are 1) Commercial Users, 2) Institutional Users, which include educational and nonprofit users, and 3) Recreational Users.~~

IV Fees

~~A. Commercial Users operating under the Guide Permit will operate under the terms of the Guide Permit through April 30, 2019. Beginning with the 2019-20 Season, Commercial Users may be charged a fee.~~

~~B. Institutional Users shall be charged a fee beginning with the 2018-19 Season.~~

~~A. A The User fee structure is to be determined, customary to fees charged in similar built environments, and may be a percentage of gross sales (3%, 5%, etc.), or by OIPI as a fee charged per individual Commercial client or Institutional User. The fee structure shall be approved by both the City and OIPI, and may be adjusted from time to time. Any fee structure that includes The User fee charged to Commercial Guides shall include and Institutional Users shall be the same per person.~~

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~~C. ~~D.B.~~ All fees charged shall be collected by OIPI and split evenly (50% to OIPI and 50% to the City), but all fees collected shall be spent for the benefit of the Ouray Ice Park itself. OIPI shall submit an accounting of revenue and itemize expenses report with the first annual report on May 15. The City shall place all fees so received in a restricted enterprise fund for the purpose stated here or in a reserved restricted account and identified specifically in the budget and produce an expenditure report.~~

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~~E.C.~~ Local food and merchandise vendors may be offered a reduced fee structure on terms to be determined and mutually agreed to by the Parties. ~~Vendors will be required to obtain a Huckstering Permit, except for the annual Ice Fest and All In events.~~

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V Sustainability of the Ice Park and Operations

~~A. Data Compilation. The City shall make its best and good faith effort to engage an intern, preferably in a graduate program, for the 2018-2019 ice climbing season. This intern so engaged shall work at the direction and under the control of the City Administrator. Any such person so engaged shall work to gather Outdoor Recreation data including usage of the Ice Park by all User Groups, provide resources to compile Standard Operating Procedures~~

(SOP), assist with Risk Management development and to perform other duties as assigned.

A. OIPI will deliver the following items. The timeline is as follows:

1. May 31, 2025 -19 Visitor Capacity Study Update to the Standard Operating Procedures and Risk Management Manual originally delivered May 31, 2020
2. May 31, 2026 Deliverable TBD - (I believe this should be a set date)
3. May 31, 2028 Report on OIPI management performance for 2023-28
4. May 31, 2030 Deliverable TBD - (I believe this should be a set date)
2. May 31, 2020 Standard Operating Procedures (SOP) including Risk Management Manual and/or documentation of Safety Program Implementation and Enforcement
3. May 31, 2022, or earlier if available, recommendation on preferred method of Ice Park management/operation model
4. May 31, 2023, or earlier if, implementation of components that establish sustainable operation technies including funding, provide a recreational facility and protect the health of the Ice Park.

B. Ice Park Advisory Team. The ~~re~~ is hereby identified an Ice Park Advisory Team (IPAT), ~~to be further named, defined and purpose as set forth in this section by chartered with~~ By-Laws ~~agreed drafted~~ by the four (4) ~~e~~Core Team members and approved by both OIPI and the City prior to September 1, 2018 ~~will continue to serve as a community engagement forum.~~

1. ~~The goal of the IPAT~~ is a group of persons committed to the best interest of the Ouray Ice Park. The purpose of the IPAT is to provide an informal venue for the Parties and interested persons to discuss various issues concerning the Ouray Ice Park in good faith, including management, operations, usage, capital planning, long-term strategic planning, succession planning, sustainability, mission, vision, values, recreational interests, commercial interests, economic impact, and similar topics. The IPAT shall also be a venue to ~~discuss manage~~ disputes, disagreements, and unforeseen issues as they arise, however ~~the~~ work of the IPAT shall be advisory and nonbinding.

2. ~~The IPAT shall hold regular meetings no less frequently than quarterly and may hold work sessions as needed. These meetings shall be open to the public and properly noticed. Working Groups may be chartered by the Core Tem for defined purposes and may meet separately for those purposes, provided they timely report their progress and outputs to the IPAT.~~

~~B. 3. -The -Ceore Team~~ members of the IPAT shall include: 1) a member of City Council, 2) the City Administrator, 3) a member of the OIPI Board, ~~and~~ 4) the OIPI Executive Director, ~~and three (3) The IPAT will also include at least five (5) aAt-large members appointed by mutual agreement of the four (4) -eCore Team members.~~

C. Development. This Comprehensive Management Agreement is limited by its terms, with respect to future development of other facilities within the Ouray Ice Park. The City and OIPI agree that future development within the Ouray Ice Park, if any, shall be mutually agreed upon and not encumber or negatively impact OIPI's seasonal operations or City authorized Via Ferrara.

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A. OIPI agrees to report to the City twice a year regarding its operations in the Park. The first report (End of Season) shall be submitted to the City by May 15 and shall detail the activities and events conducted by OIPI, and successes and challenges of the previous ice climbing season, including a report on user safety. The second report (Pre-season) shall be submitted by October 15 and detail OIPI's plans for the upcoming ice climbing season and any improvements planned or made by OIPI. The following components shall be included in one or both of the reports:

1. Fiscal year financials
1. Annual budget
2. Water Usage
3. Concessionaire use
4. Implemented safety programs with incident reports
5. Scheduled Training
6. Ranger Ambassador Report (incidents/enforcement, visitor information if available, etc.)
7. Improvements (improvements planned/completed at the appropriate report date)

B. City and OIPI representatives will shall cooperate with Eric Jacobson or his designee in the preparation and submission of the FERC Form 80 "Licensed Hydropower Development Recreation Report" per Federal Regulation 18 CFR 8.11 at every 6th year interval.

VII Statutory Protection

A. The City relies on the protections of the Colorado Recreational Use Statute, COLO. REV. STAT. §33-41-101, *et seq.* (the CRUS), and the Colorado Governmental Immunity Act, COLO. REV. STAT. §24-10-101 *et seq.* (the CGIA). This Agreement shall be construed, to the extent possible, to allow the full protection of such statutory protections to all parties who have granted easements or permits related to the recreational uses in the Park. OIPI shall operate and maintain the Ice Park in a manner to ensure the protections of these statutes with regard to Recreational Users. For example, and without limitation, OIPI shall not charge a fee for use of the Park by Recreational Users.

B. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by the City, the City agrees to hold harmless, defend and indemnify

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OIPI from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any member of the public arising out of or relating to Activities and events conduct or managed by OIPI as contemplated under this Agreement.

- C. As stated in Section 1-B, above, OIPI has a right to grant permission to use the Park; and thus, only for purposes of the CRUS, the City represents and acknowledges that OIPI is an owner as that term is defined at COLO. REV. STAT. §33-41-102(3), and this Agreement shall be construed, to the extent possible, to establish OIPI as such an owner.

VIII Agreements and Statutes that Affect OIPI Activities

- A. Any of the events listed below shall not be construed to broaden or increase OIPI's obligations established pursuant to this Agreement without a modification of this Agreement. In addition, the following events may be cause to terminate this Agreement if the event results in a new or greater obligation for OIPI or materially impacts OIPI's rights or ability to carry out the obligations established by this Agreement:
 - 1. Any change in any agreement referenced in the Recitals;
 - 2. Any change in any statute referenced in Section V;
 - 3. Any new agreement entered into by the City or its agents or assigns;
 - 4. Any new statute, law, or other applicable regulation; or
 - 5. A change in OIPI's access to the City's water supply; or
 - 6. An expansion or contraction of the Park.

B. As described in the Recitals, the City has acquired a license concerning certain property owned and, or, licensed by FERC to Eric R. Jacobson and an easement to property owned by Ouray County. The City shall have the responsibility for ensuring compliance with its obligations under those agreements and shall notify OIPI of any issues related to such compliance. Any compliance measure that results in a change or impact similar to that described in Section VIII-A shall be cause to terminate this Agreement.

B.C. OIPI shall maintain a policy on Conflicts of Interest consistent with best practices for non-profit organizations.

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IX Insurance

If at any time while this Agreement is in effect, the City obtains general liability insurance coverage concerning the existence or use of the Park, the City shall include OIPI as an additional named insured party on the City's general liability insurance coverage. If at any time while this agreement is in effect OIPI obtains general liability insurance coverage concerning the existence or use of the Park, OIPI shall include the City as an additional named insured party on the City's general liability insurance coverage.

X Term and Termination

The Term of this Agreement shall be ~~ten~~ five years, commencing on June 1, ~~2023~~ 2023-24 and extending through May 31, ~~2033~~ 23. It is anticipated that OIPI shall have exclusive control of and access to the Ice Park and its facilities from October 1 through April 15, for set-up, shut-down and operation of the Ice Park facilities. Nothing in this Agreement shall restrict OIPI from engaging in the maintenance or repair of Ice Park facilities and/or other related Ice Park functions at other times of the year, provided that such activities occurring during April 16 through September 30 of each year shall be conducted in such manner as not to materially interfere with other City-authorized activities or functions.

A. This Agreement may be terminated prior to expiration of the Term by either party for any of the following causes and pursuant to the following procedure:

1. This Agreement may be terminated upon the material breach of a provision of this Agreement, a material misrepresentation, or the insolvency or incapacity of either party.
2. The occurrence of any event listed in Sections VIII-A and VIII-B of this Agreement.

3. This Agreement may only be terminated upon 90 days prior written notice to the ~~non-~~ non-terminating party. Such notice must plainly and clearly describe the cause for which termination is sought. The non-terminating party shall have an opportunity to cure the cause for termination within thirty (30) days after written notice is given by the terminating party. If the cure is such that it cannot be completed within thirty (30) days and the non-terminating party has proceeded with due diligence to cure after receipt

of the notice, the Agreement shall not terminate until it is determined that the cure cannot be completed. In the event that such cause is cured, this Agreement shall not be terminated. If the non-terminating party does not exercise due diligence in curing the cause, the Agreement shall terminate thirty (30) days after the notice is given.

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D. In the event this Agreement is terminated, the City shall be free to continue to operate the Park or to enter into an agreement or agreements with other parties providing for the operation of the Park.

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E. ~~D.E.~~ Either party may unilaterally suspend the conduct of an Activity as a result of extreme hazards or extreme safety concerns. The suspending party shall provide no less than fifteen (15) days prior written notice to the other party. Such notice must plainly and clearly explain the Activity to be suspended, the nature of the hazard or safety concern, and the corrective measures required to resume the operation of the suspended Activity. Either party may suspend the conduct of an Activity without prior notice if there exists an immediate threat to health or safety associated with the conduct of such Activity. However, the suspending party shall provide notice of the as soon as practicable after a suspension due to an immediate threat to health or safety. Any suspension of an Activity shall not last longer than the minimum period of time reasonably necessary to correct the reason for such suspension.

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F.F. Upon termination of this Agreement, any fixtures installed by OIPI in the Park shall be the property of City. OIPI shall retain all other non-fixture improvements installed by OIPI, subject to the following conditions. OIPI shall remove all its property and, or non-fixture improvements within forty-five (45) days after the termination of this Agreement, or as soon as is practicable if forty-five days is an insufficient amount of time. If such property or non-fixture improvements are not removed, the City may, at its sole discretion, retain such property and improvements or have such property and improvements removed.

F.G. To the extent that the previous operating agreement between the parties, referenced in the Recitals above, has expired, and to the extent that that agreement put in place provisions for various property interests to be exchanged in the event that that agreement expired, the parties agree that no such exchange shall occur.

XI Miscellaneous

A. OIPI owns and has registered its ownership of the following trademarks: the "Ouray Ice Park" and "Ouray Ice Festival" word marks, as well as other design marks (Marks). No license to use those trademarks or other trademark right, copyright, or other intellectual property right owned or reserved by OIPI is conveyed by this Agreement to the City or any other party or entity. During the term of this Agreement, OIPI may not assign any Marks to a third party without written consent by the City. Upon termination of this Agreement, the City has the right to purchase the Marks owned by OIPI after the effective date of this Agreement. The City shall notify OIPI in writing within ten (10) days after the termination of this Agreement of its intent to exercise its right to purchase. If the City fails to provide such notice, OIPI may retain or assign the Marks to a third party. If the City does provide such notice, OIPI may not assign the Marks to a third party unless the City waives its right to purchase the Marks as provided for in this paragraph. The parties agree that the purchase price of the assignment is equal to the documented and reasonable costs incurred by OIPI to maintain such Marks and prosecute infringement upon those Marks and goodwill valued at

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—\$1,000.00 per Mark so assigned. Any cost associated with the assignment itself shall be

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A. borne by the City. The City shall pay OIPI the purchase price within thirty (30) days of the parties agreeing on the purchase price. If the City fails to pay the purchase price within thirty (30) days, it waives its right to purchase the Marks pursuant to the terms of this paragraph. Upon the City's payment, OIPI will assign the purchased Marks and coordinate with the City to file all required documentation with the United States Patent and Trademark Office, Colorado Secretary of State and any other applicable agency.

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B. OIPI shall cause its articles of incorporation and bylaws to be amended as necessary to be consistent with this agreement. OIPI shall provide adequate notice to the City of all regular public OIPI Board of Directors' meetings that are open to the public.

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C. The parties are independent contractors and no other partnership, employment status, or other relationship is established by this Agreement.

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D. Neither party shall be responsible for any delay or failure to perform any provision of this Agreement to the extent such delay or failure is caused by a force majeure circumstance or other Act of God.

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E. The City may, upon reasonable notice to OIPI, inspect and evaluate all OIPI operations in order to ensure public safety and health, identify operating deficiencies and to ensure satisfactory services for the general public.

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F. Neither party to this Agreement may transfer or assign its interests, obligations, or rights established by this Agreement without prior written permission of the other party to this Agreement.

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G. If any of the provisions of this Agreement are deemed by a competent court to be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement.

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H. Any notice required by this Agreement shall be directed to the following addresses.

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To OIPI:
Ouray Ice Park, Inc.
info@ourayicepark.com
PO Box 1058, Ouray, CO 81427

To the City:
City of Ouray
Attn: City Administrator
PO Box 468, Ouray, CO 81427

I. The failure by a party to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the overall validity of this

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Agreement.

- J. Headings used in this Agreement are for organization only, and shall not be used to interpret the meaning of any provision of this Agreement.

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Ouray Ice Park Comprehensive Management Agreement

This Ouray Ice Park Comprehensive Management Agreement (Agreement) is made by and between the Ouray Ice Park, Inc. (OIPI), a Colorado non-profit corporation, and the City of Ouray, Colorado (the City), effective June 1, 2018. OIPI and the City (collectively the Parties), agree as follows.

Exhibits

- A. Exhibit A – City owned property
- B. Exhibit B – Water Use Agreement between the City and OIPI
- C. Exhibit C – Ouray County Recreational Access Easement Reception #201752
- D. Exhibit D – Eric Jacobson License Agreement to the City of Ouray
- E. Exhibit E – Permit for Concessionaire and Guiding Services
- F. Exhibit F – Map of Ice Park
- G. Exhibit G – Eric Jacobson Grant of Easement Reception #207435
- H. Exhibit H – Ice Park Sustainability Committee Final Report
- I. Exhibit I – GOCO Grant 2012 Ouray Ice Park Land Purchase

Recitals

- A. The Ouray Ice Park is a world-class, internationally known outdoor recreational asset, which provides a unique and exemplary ice climbing experience for all user groups, and which is the core of Ouray's winter economy.
- B. The City owns property as shown on the attached Exhibit A.
- C. The City and OIPI are parties to an Agreement for Management of the Ouray Ice Park, with an effective date of November 19, 2012, an Extension Agreement with an effective date of October 4, 2017, extending the Management Agreement which further extends the Term from Term to May 31, 2018 and this revised Management Agreement June 1, 2018 to May 31, 2023.
- D. OIPI and the City are parties to a Water Use Agreement, Exhibit B, entered into in October, 2009, that grants to OIPI a right to use certain of the City's water for the development of ice falls for recreational ice climbing, among other rights. The Water Use Agreement is contingent upon the parties entering to an operating agreement for the Ouray Ice Park.
- E. The City and The Board of County Commissioners of Ouray County, Colorado, have entered into a Recreational Access Easement Agreement dated September 28, 2009 and recorded at Reception Number 201752 in the records of the Ouray County Clerk and Recorder that concerns access rights to and uses permitted on the County's property, Rio M.S. 1965, as shown on Exhibit C.

- F. The City and Eric R. Jacobson are parties to a License Agreement dated December 15, 2010, Exhibit D, that concerns permissible uses allowed within the area of Mr. Jacobson's FERC license, which is partially located within the Park, as well as other lands
- G. The City received a financial grant from Great Outdoors Colorado, Exhibit I, to facilitate the City's purchase of land within the Park previously owned by the United States of America. That grant placed several conditions on the use of those funds which affect the City's use and ability to delegate use and development of the Park.
- H. The City and San Juan Mountain Guides, LLC, , are parties to a Permit for Concessionaire and Guiding Services 2010-2015 Season (Guiding Permit), entered into in 2010, Exhibit E, which regulates specific commercial uses in the Ice Park under certain circumstances.
- I. The City has the ability and authority to grant the rights and create the obligations established by this Agreement.

Now therefore, in consideration of the mutual obligations described below, and for other consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties additionally agree as follows.

Agreement

I. Scope and Activities

- A. The Ouray Ice Park (the Park) is a property located south of the City of Ouray. It is comprised of lands owned by the City and lands to which the City has acquired various access and use rights. The Park is depicted on the map attached to this Agreement as Exhibit F, which is hereby incorporated into this Agreement by reference.
- B. The City hereby grants to OIPI the authority to provide the Activities described in Section I-C, below within the Park. In addition, the City hereby grants to OIPI all necessary ancillary authority to perform these Activities, including a right to grant permission to use the Park. OIPI is not responsible for overseeing or otherwise managing the Park or any use of the Park that is not an Activity as described in Section I-C, below, or which is otherwise outside the scope of this Agreement.
- C. Activity or Activities as those words are used throughout this Agreement, shall be defined as the following to be provided by OIPI.
 - 1. OIPI agrees to create, maintain, and fund, to a degree and extent that is in its sole discretion, the following climbing venue.
 - a. The Park includes an ice, and mixed ice and rock climbing venue constructed annually by OIPI and comprised of ice falls, climbing routes, anchors, access trails, bridges, causeways, and other related infrastructure.

- b. OIPI shall also manage the operation of and maintain the ice and mixed climbing venue referenced above. Such operation and maintenance may include, for example and without limitation, rock scaling, clearing vegetation, snow removal, placement of signs and barricades, annually opening and closing the Park for ice and mixed climbing, and the opening and closing of climbing areas within the Park or areas of the Park for use by the public when there is a concern about public safety.
 - c. While this ice and mixed climbing venue is re-created annually, improvements related to it may remain in the Park year-round. Such improvements include, for example and without limitation, above and below ground water lines and pipes; sprinkler and shower heads; climbing anchors including without limitation bolts, chains, and pruned trees; informational signs; barricades; on-site storage; observation platforms; metal and wooden causeways, bridges, stairs, and ladders; and pedestrian trails. OIPI will maintain improvements, including any items placed in the Park or adjacent property for purposes of any Activity. In addition, OIPI will remove any temporary items or property related to the operation of the Park within fifteen (15) days of the closing of this climbing venue at the end of the ice climbing season.
 - d. Despite the inherent risks involved in the public's use of the Park, OIPI agrees to make public safety a primary concern, and public safety shall be a topic of discussion at OIPI Board of Directors' meetings. OIPI shall review accidents and incidents to consider safety improvements to the Park.
- D. Any proposals to develop, maintain, or fund additional Activities outside the scope of this Agreement or to amend other documents or other plans in order to establish additional permissible uses of the Park, regardless of their origin, will be considered first by OIPI. If a proposal is received by the City, before considering it, the City shall first refer the proposal to OIPI. OIPI will consider such proposals at a noticed public meeting. After the meeting, OIPI will make a recommendation to the City. The City will consider the proposal or amendment.
- E. Notwithstanding the obligations and authority elsewhere outlined in this Section II, OIPI shall not install, construct, or cause to be constructed any fixture in the Park valued in excess of \$2,500.00 without prior notice to and approval by the City. If the improvement is valued at less than \$10,000.00 but more than \$2,500.00, the City Administrator may approve the fixture on behalf of the City. If the City Administrator denies a request, OIPI may appeal that decision to City Council.
- F. OIPI expressly acknowledges that there are other recreational uses permitted within the Park. The Parties agree to coordinate use of the Park and the City shall not take any action that materially interferes with OIPI's Activities and events, notwithstanding the City's right to terminate this Agreement under Section X.
- G. The City may enact ordinances establishing rules and regulations for use of the Park. OIPI may recommend to the City rules and regulations for use of the Park. OIPI may enact

emergency rules and regulations but if OIPI intends the rule or regulation to remain in effect longer than thirty (30) days, it shall recommend adoption of the rule or regulation by the City. If the City chooses not to implement a recommended rule or regulation pursuant to an ordinance, OIPI may adopt that rule or regulation only upon approval by the City. Under no circumstances shall any rule or regulation imposed by OIPI be in conflict with a rule or regulation adopted by the City. Ordinances enacted by the City shall not materially interfere with OIPI's Activities and Events, and shall be subject to Section VIII-A, below.

- H. The City owns the building in the Park colloquially known as the Powder House. The City hereby grants to OIPI the right to occupy, improve, maintain, and otherwise use that building during the term of this Agreement and subject to the limitations in this paragraph. OIPI shall not have any obligation to maintain or improve the Powder House. The City reserves the right to enter and maintain the Powder House. The Parties acknowledge and agree that the exercise of the City's right may require that the City have exclusive possession of the Powder House to conduct maintenance and repair for a period of time limited to that required to conduct such maintenance and repair.
- I. The parties hereby extend the Water Use Agreement, Exhibit B, for an additional period to run from June 1, 2018, through May 31, 2023.

II. Events

- A. The City grants to OIPI the right and authority to conduct, manage, and host the annual Ouray Ice Festival. OIPI may conduct, manage, or host additional high-impact events within the Park upon notification and approval from the City. City staff may refer a request to conduct, manage or host a high-impact event from OIPI to City Council for approval. For purposes of this Section, a high-impact event is one that requires extensive closure of areas of the Park to accommodate the event, or one during which extended or abnormal crowding is expected to foreclose or substantially interfere with non-event use of the Park. OIPI may conduct, manage, and host other events that are not considered high-impact to a degree and extent that is in its sole discretion. OIPI may conduct events to raise funds to facilitate its operation.
- B. The City shall manage any events in the Park not managed by OIPI. The City shall not require OIPI or its staff to participate in any such events. The City and OIPI shall communicate to ensure that events managed by the City do not conflict with events managed by OIPI or other operations in the Park.

III. Concessions

- A. OIPI may conduct, manage and develop commercial activities and other concessions in the Park which are related to the events and Activities managed by OIPI under this Agreement, except as otherwise limited by this Agreement. The proceeds from these activities shall be devoted to the provision of the events and Activities provided by OIPI. Without limitation, these commercial activities may include the sale of merchandise, and commercial activity associated with the annual Ouray Ice Festival.

- B. Any commercial activity on the public property within the Park shall comply with the permitting requirements of the City Code for the sale of goods and services, except that to the extent such permitting requirements modify the rights granted in this Section III, such modification shall be considered to be an “event” addressed by Section VIII, below.
- C. Concessionaire services rendered from June 1, 2018 to April 30, 2019. As stated above, the City is a party to a Permit for Concessionaire and Guiding Services in the Ouray Ice Park (the “Guiding Permit”), which terminates by its terms on April 30, 2019. Pursuant to the Guiding Permit, the City has established a limited number of Service Days that are used by these commercial users of the climbing venues in the Park. The City agrees not to change this number of Service Days without allowing OIPI to comment on such action. This Section shall not be construed to affect OIPI’s ability to draft rules and regulations that govern a Guiding Permit holder’s conduct in the Park pursuant to Section I-G, above.
- D. Concessionaire services as of May 1, 2019 The Guiding Permit, which runs through April 30, 2019, will not be renewed. Effective May 1, 2019, OIPI will assume the majority of the responsibilities, which currently appear in Section II.D.1. of the Permit, as follows:
1. Historical Use Percentage. OIPI shall maintain the historical 75% of visitor capacity reserved for Recreational users (non-guided, non-commercial, non-institutional) and shall maintain the historical 25% of visitor capacity reserved for Commercial and Institutional users.
 - a. The Parties acknowledge the need for more accurate data regarding the capacity of the Ouray Ice Park with respect to usage by all User Groups and contemplate engaging a person to assist with data collection in time for the 2018-19 Season.
 - b. The parties agree that if the data indicates total facility capacity is reduced at certain times in the season or under certain conditions (amount of terrain open, length of season, etc.), OIPI may direct Commercial and Institutional use away from periods of lesser capacity and into periods of greater capacity.
 2. Transition from Permit. On expiration of the Guiding Permit, it is the policy direction of the Ouray City Council to extend limited protection to the existing Commercial Users of the Ouray Ice Park. Limited protection shall be extended to the San Juan Mountain Guides (SJMG) and all Commercial Users operating in either the 2017-18 Season or the 2018-19 Season, such that no decision by OIPI as to usage shall materially alter the percentage of usage of SJMG or the Commercial Users in the 2019-20 Season. These protections are subject to the following conditions:
 - a. Neither the City nor OIPI intend the limited protection offered here to create monopoly control of the Ouray Ice Park, or to act as a barrier to entry to any qualified Commercial User in the 2019-20 Season.

- b. SJMG and all Commercial Users, as defined above, shall be provided in the 2019-20 season the same percentage of use as each was allocated during the 2017-18 and 2018-19 seasons (as an average of those two seasons).
 - c. In any case, OIPI shall manage usage consistent with historical use percentages, in accordance with Section III, D.
3. Effective September 1, 2019 and annually thereafter OIPI will notify each commercial guide of their user day allocation for the season.
- E. With exception to Section III C, OIPI shall have the responsibility to manage all users of the park. The three main user groups, broadly defined, are 1) Commercial Users, 2) Institutional Users, which include educational and nonprofit users, and 3) Recreational Users.

IV. Fees

- A. Commercial Users operating under the Guide Permit will operate under the terms of the Guide Permit through April 30, 2019. Beginning with the 2019-20 Season, Commercial Users may be charged a fee.
- B. Institutional Users shall be charged a fee beginning with the 2018-19 Season.
- C. The fee structure is to be determined, customary to fees charged in similar built environments, and may be a percentage of gross sales (3%, 5%, etc.), or a fee charged per individual user. The fee structure shall be approved by both the City and OIPI, and may be adjusted from time to time. Any fee structure that includes Commercial Guides shall include Institutional Users.
- D. All fees charged shall be collected by OIPI and split evenly (50% to OIPI and 50% to the City), but all fees collected shall be spent for the benefit of the Ouray Ice Park itself. OIPI shall submit an accounting of revenue and itemize expenses report with the first annual report on May 15. The City shall place all fees so received in a restricted enterprise fund for the purpose stated here or in a reserved restricted account and identified specifically in the budget and produce an expenditure report.
- E. Local food and merchandise vendors may be offered a reduced fee structure on terms to be determined and mutually agreed to by the Parties.

V. Sustainability of the Ice Park and Operations

- A. Data Compilation. The City shall make its best and good faith effort to engage an intern, preferably in a graduate program, for the 2018-2019 ice climbing season. This intern so engaged shall work at the direction and under the control of the City Administrator. Any such person so engaged shall work to gather Outdoor Recreation data including usage of the Ice Park by all User Groups, provide resources to compile Standard Operating Procedures

(SOP), assist with Risk Management development and to perform other duties as assigned. The timeline is as follows:

1. May 31, 2019 Visitor Capacity Study
 2. May 31, 2020 Standard Operating Procedures (SOP) including Risk Management Manual and/or documentation of Safety Program Implementation and Enforcement
 3. May 31, 2022, or earlier if available, recommendation on preferred method of Ice Park management/operation model
 4. May 31, 2023, or earlier if, implementation of components that establish sustainable operation technics including funding, provide a recreational facility and protect the health of the Ice Park.
- B. **Advisory Team.** There is hereby identified an Advisory Team (AT), to be further named, defined and purpose as set forth in this section by By-Laws drafted by the four (4) core members and approved by both OIPI and the City prior to September 1, 2018. The goal of the AT is a group of persons committed to the best interest of the Ouray Ice Park. The purpose of the AT is to provide an informal venue for the Parties and interested persons to discuss various issues concerning the Ouray Ice Park in good faith, including management, operations, usage, capital planning, long-term strategic planning, succession planning, sustainability, mission, vision, values, recreational interests, commercial interests, economic impact, and similar topics. The AT shall also be a venue to manage disputes, disagreements, and unforeseen issues as they arise, however work of the AT shall be advisory and nonbinding. The AT shall meet no less frequently than quarterly and as needed. The core members of the AT shall include: 1) a member of City Council, 2) the City Administrator, 3) a member of the OIPI Board, 4) the OIPI Executive Director, and three (3) at large members appointed by mutual agreement of the four (4) core members.
- C. **Development.** This Comprehensive Management Agreement is limited by its terms, with respect to future development of other facilities within the Ouray Ice Park. The City and OIPI agree that future development within the Ouray Ice Park, if any, shall be mutually agreed upon and not encumber or negatively impact OIPI's seasonal operations or City authorized Via Ferrata.

VI. Reports

- A. OIPI agrees to report to the City twice a year regarding its operations in the Park. The first report shall be submitted to the City by May 15 and shall detail the activities and events conducted by OIPI, and successes and challenges of the previous ice climbing season, including a report on user safety. The second report shall be submitted by October 15 and detail OIPI's plans for the upcoming ice climbing season and any improvements planned or made by OIPI. The following components shall be included in one or both of the reports:
1. Fiscal year financials
 2. Annual budget
 3. Water Usage
 4. Concessionaire use

5. Implemented safety programs with incident reports
 6. Scheduled Training
 7. Ambassador Report (incidents/enforcement, visitor information if available, etc.)
 8. Improvements (improvements planned/completed at the appropriate report date)
- B. City and OIPI representatives will shall cooperate with Eric Jacobson or his designee in the preparation and submission of the FERC Form 80 "Licensed Hydropower Development Recreation Report" per Federal Regulation 18 CFR 8.11 at every 6th year interval.

VII. Statutory Protection

- A. The City relies on the protections of the Colorado Recreational Use Statute, COLO. REV. STAT. §33-41-101, *et seq.* (the CRUS), and the Colorado Governmental Immunity Act, COLO. REV. STAT. §24-10-101 *et seq.* (the CGIA). This Agreement shall be construed, to the extent possible, to allow the full protection of such statutory protections to all parties who have granted easements or permits related to the recreational uses in the Park. OIPI shall operate and maintain the Ice Park in a manner to ensure the protections of these statutes with regard to Recreational Users. For example, and without limitation, OIPI shall not charge a fee for use of the Park by Recreational Users.
- B. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by the City, the City agrees to hold harmless, defend and indemnify OIPI from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any member of the public arising out of or relating to Activities and events conduct or managed by OIPI as contemplated under this Agreement.
- C. As stated in Section I-B, above, OIPI has a right to grant permission to use the Park, and thus for purposes of the CRUS, the City represents and acknowledges that OIPI is an owner as that term is defined at COLO. REV. STAT. §33-41-102(3), and this Agreement shall be construed, to the extent possible, to establish OIPI as such an owner.

VIII. Agreements and Statutes that Affect OIPI Activities

- A. Any of the events listed below shall not be construed to broaden or increase OIPI's obligations established pursuant to this Agreement without a modification of this Agreement. In addition, the following events may be cause to terminate this Agreement if the event results in a new or greater obligation for OIPI or materially impacts OIPI's rights or ability to carry out the obligations established by this Agreement:
1. Any change in any agreement referenced in the Recitals;
 2. Any change in any statute referenced in Section V;
 3. Any new agreement entered into by the City or its agents or assigns;
 4. Any new statue, law, or other applicable regulation; or
 5. A change in OIPI's access to the City's water supply; or
 6. An expansion or contraction of the Park.

- B. As described in the Recitals, the City has acquired a license concerning certain property owned and, or, licensed by FERC to Eric R. Jacobson and an easement to property owned by Ouray County. The City shall have the responsibility for ensuring compliance with its obligations under those agreements and shall notify OIPI of any issues related to such compliance. Any compliance measure that results in a change or impact similar to that described in Section VIII-A shall be cause to terminate this Agreement.

IX. Insurance

If at any time while this Agreement is in effect, the City obtains general liability insurance coverage concerning the existence or use of the Park, the City shall include OIPI as an additional named insured party on the City's general liability insurance coverage. If at any time while this agreement is in effect OIPI obtains general liability insurance coverage concerning the existence or use of the Park, OIPI shall include the City as an additional named insured party on the City's general liability insurance coverage.

X. Term and Termination

The Term of this Agreement shall be five years, commencing on June 1, 2018 and extending through May 31, 2023, It is anticipated that OIPI shall have exclusive control of and access to the Ice Park and its facilities from October 1 through April 15, for set-up, shut-down and operation of the Ice Park facilities. Nothing in this Agreement shall restrict OIPI from engaging in the maintenance or repair of Ice Park facilities and/or other related Ice Park functions at other times of the year, provided that such activities occurring during April 16 through September 30 of each year shall be conducted in such manner as not to materially interfere with other City-authorized activities or functions.

- A. This Agreement may be terminated prior to expiration of the Term by either party for any of the following causes and pursuant to the following procedure:
1. This Agreement may be terminated upon the material breach of a provision of this Agreement, a material misrepresentation, or the insolvency or incapacity of either party.
 2. The occurrence of any event listed in Sections VIII-A and VIII-B of this Agreement.
 3. This Agreement may only be terminated upon 90 days prior written notice to the non-terminating party. Such notice must plainly and clearly describe the cause for which termination is sought. The non-terminating party shall have an opportunity to cure the cause for termination within thirty (30) days after written notice is given by the terminating party. If the cure is such that it cannot be completed within thirty (30) days and the non-terminating party has proceeded with due diligence to cure after receipt of the notice, the Agreement shall not terminate until it is determined that the cure cannot be completed. In the event that such cause is cured, this Agreement shall not be terminated. If the non-terminating party does not exercise due diligence in curing the cause, the Agreement shall terminate thirty (30) days after the notice is given.

- C. In the event this Agreement is terminated, the City shall be free to continue to operate the Park or to enter into an agreement or agreements with other parties providing for the operation of the Park.
- D. Either party may unilaterally suspend the conduct of an Activity as a result of extreme hazards or extreme safety concerns. The suspending party shall provide no less than fifteen (15) days prior written notice to the other party. Such notice must plainly and clearly explain the Activity to be suspended, the nature of the hazard or safety concern, and the corrective measures required to resume the operation of the suspended Activity. Either party may suspend the conduct of an Activity without prior notice if there exists an immediate threat to health or safety associated with the conduct of such Activity. However, the suspending party shall provide notice of the as soon as practicable after a suspension due to an immediate threat to health or safety. Any suspension of an Activity shall not last longer than the minimum period of time reasonably necessary to correct the reason for such suspension.
- E. Upon termination of this Agreement, any fixtures installed by OIPI in the Park shall be the property of City. OIPI shall retain all other non-fixture improvements installed by OIPI, subject to the following conditions. OIPI shall remove all its property and, or non-fixture improvements within forty-five (45) days after the termination of this Agreement, or as soon as is practicable if forty-five days is an insufficient amount of time. If such property or non-fixture improvements are not removed, the City may, at its sole discretion, retain such property and improvements or have such property and improvements removed.
- F. To the extent that the previous operating agreement between the parties, referenced in the Recitals above, has expired, and to the extent that that agreement put in place provisions for various property interests to be exchanged in the event that that agreement expired, the parties agree that no such exchange shall occur.

XI. Miscellaneous

- A. OIPI owns and has registered its ownership of the following trademarks: the “Ouray Ice Park” and “Ouray Ice Festival” word marks, as well as other design marks (Marks). No license to use those trademarks or other trademark right, copyright, or other intellectual property right owned or reserved by OIPI is conveyed by this Agreement to the City or any other party or entity. During the term of this Agreement, OIPI may not assign any Marks to a third party without written consent by the City. Upon termination of this Agreement, the City has the right to purchase the Marks owned by OIPI after the effective date of this Agreement. The City shall notify OIPI in writing within ten (10) days after the termination of this Agreement of its intent to exercise its right to purchase. If the City fails to provide such notice, OIPI may retain or assign the Marks to a third party. If the City does provide such notice, OIPI may not assign the Marks to a third party unless the City waives its right to purchase the Marks as provided for in this paragraph. The parties agree that the purchase price of the assignment is equal to the documented and reasonable costs incurred by OIPI to maintain such Marks and prosecute infringement upon those Marks and goodwill valued at \$1,000.00 per Mark so assigned. Any cost associated with the assignment itself shall be

borne by the City. The City shall pay OIPI the purchase price within thirty (30) days of the parties agreeing on the purchase price. If the City fails to pay the purchase price within thirty (30) days, it waives its right to purchase the Marks pursuant to the terms of this paragraph. Upon the City's payment, OIPI will assign the purchased Marks and coordinate with the City to file all required documentation with the United States Patent and Trademark Office, Colorado Secretary of State and any other applicable agency.

- B. OIPI shall cause its articles of incorporation and bylaws to be amended as necessary to be consistent with this agreement. OIPI shall provide adequate notice to the City of all regular, public OIPI Board of Directors' meetings.
- C. The parties are independent contractors and no other partnership, employment status, or other relationship is established by this Agreement.
- D. Neither party shall be responsible for any delay or failure to perform any provision of this Agreement to the extent such delay or failure is caused by a force majeure circumstance or other Act of God.
- E. The City may, upon reasonable notice to OIPI, inspect and evaluate all OIPI operations in order to ensure public safety and health, identify operating deficiencies and to ensure satisfactory services for the general public.
- F. Neither party to this Agreement may transfer or assign its interests, obligations, or rights established by this Agreement without prior written of the other party to this Agreement.
- G. If any of the provisions of this Agreement are deemed by a competent court to be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement.
- H. Any notice required by this Agreement shall be directed to the following addresses.

To OIPI:
Ouray Ice Park, Inc.
info@ourayicepark.com
PO Box 1058, Ouray, CO 81427

To the City:
City of Ouray
Attn: City Administrator
PO Box 468, Ouray, CO 81427

- I. The failure by a party to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the overall validity of this Agreement.
- J. Headings used in this Agreement are for organization only, and shall not be used to interpret the meaning of any provision of this Agreement.

IN WITNESS WHEREOF, the City and OIPI have caused this Agreement to be signed. The effective date of this Agreement is June 1, 2018, regardless of when signed.

For the City

For OIPI

Pamela J. Larson
Hon. Pamela Larson
Mayor, City of Ouray, CO

Lora Slawitschka
Lora Slawitschka
President, Board of Directors
Ouray Ice Park, Inc.

STATE OF COLORADO)
) ss
COUNTY OF OURAY)

The foregoing was acknowledged and subscribed before me this 10 day of May, 2018, by Pamela Larson, the Mayor of the City of Ouray Colorado.

Witness my hand and official seal.

My commission expires October 23, 2019

James Alden Berry
Notary Public

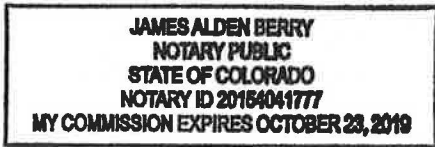
STATE OF COLORADO)
) ss
COUNTY OF OURAY)

The foregoing was acknowledged and subscribed before me this 10 day of May, 2018, by Lora Slawitschka, President, Board of Directors, Ouray Ice Park, Inc.

Witness my hand and official seal.

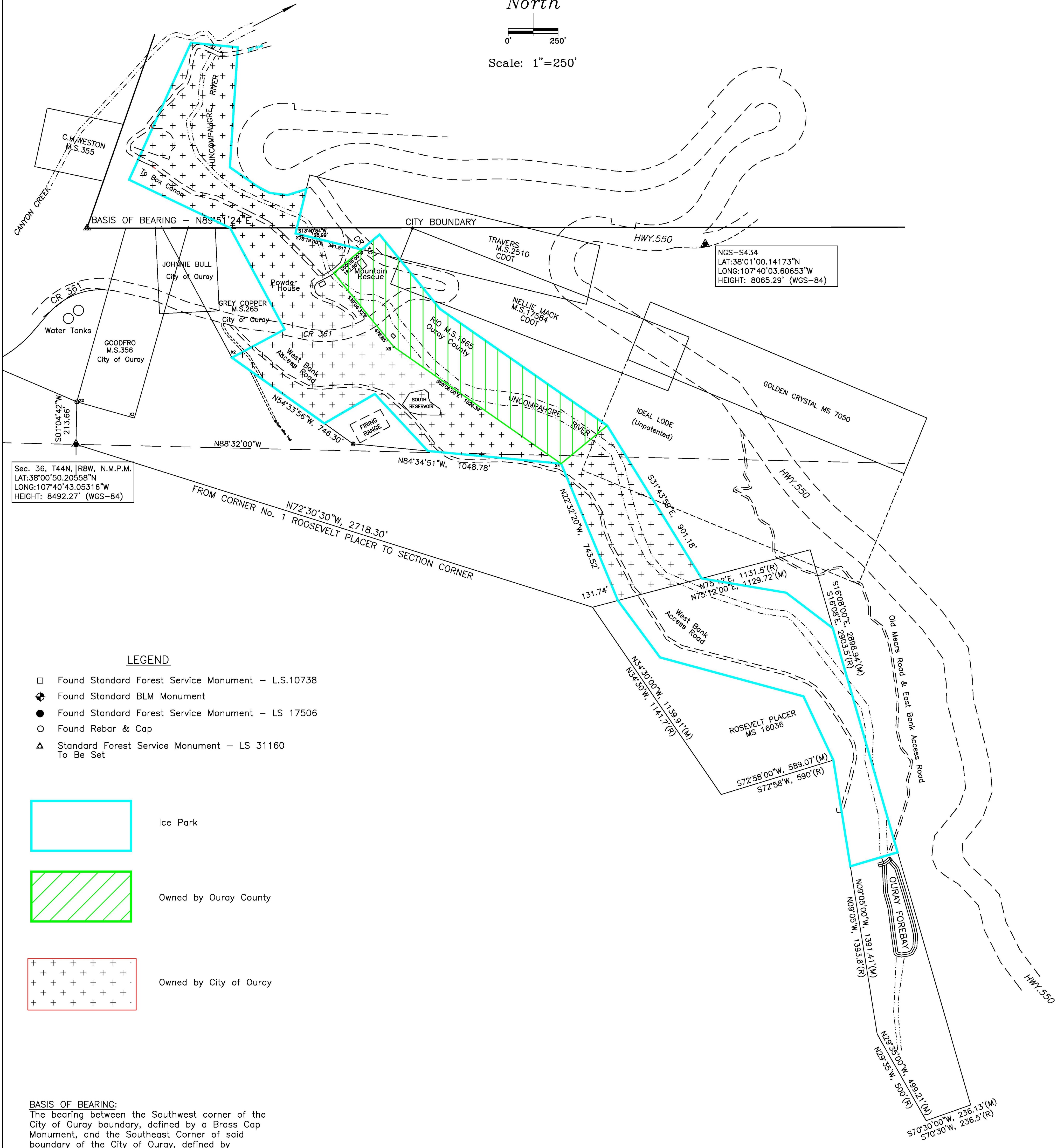
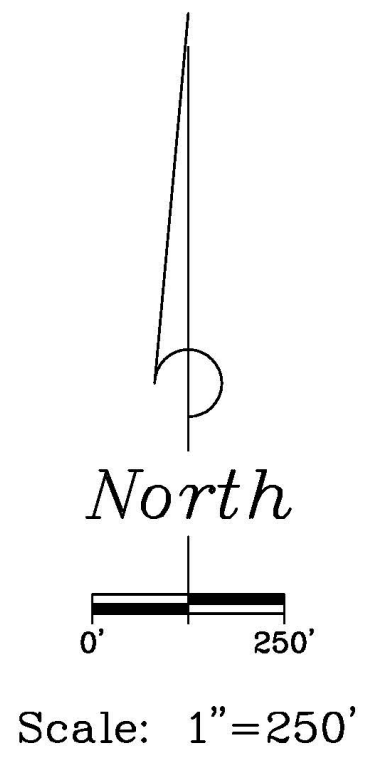
My commission expires October 23, 2019

James Alden Berry
Notary Public



Ouray Ice Park Map

Ouray, Colorado



Sec. 36, T44N, R8W, N.M.P.M.
 LAT: 38°00'50.20558\"N
 LONG: 107°40'43.05316\"W
 HEIGHT: 8492.27' (WGS-84)

NGS-S434
 LAT: 38°01'00.14173\"N
 LONG: 107°40'03.60653\"W
 HEIGHT: 8065.29' (WGS-84)

LEGEND

- Found Standard Forest Service Monument - L.S.10738
- ⊕ Found Standard BLM Monument
- Found Standard Forest Service Monument - LS 17506
- Found Rebar & Cap
- ▲ Standard Forest Service Monument - LS 31160 To Be Set

- Ice Park

- Owned by Ouray County

- Owned by City of Ouray

BASIS OF BEARING:
 The bearing between the Southwest corner of the City of Ouray boundary, defined by a Brass Cap Monument, and the Southeast Corner of said boundary of the City of Ouray, defined by Standard BLM Monument, is assumed to be N89°51'24\"E as defined by a GPS survey of said monuments.

REVISIONS	SURVEYED BY R. A. L.	DATE 12/12	Disk	MONADNOCK MINERAL SERVICES	
				342-7TH Ave. - P.O. Box 85, Ouray, Colorado 81427 PLS 31160 - CPC 4682	
	DRAWN BY T. A. P.	SCALE 1"=250'	ACCT. NO. J12058	SHEET 1 of 1	

WATER USE AGREEMENT

THIS AGREEMENT made and entered into effective the 3rd day of November, 2009, by and between: the City of Ouray, Colorado (the City); and Ouray Ice Park, Inc. (OIPI).

NOW THEREFORE, in consideration of the mutual covenants and conditions stated herein, the parties agree as follows:

1. The City holds adjudicated water rights known as Weehawken Spring, for the use and benefit of the inhabitants of the City for domestic purposes.
2. The City has previously allowed OIPI to connect to the Weehawken Spring water system to withdraw untreated water for the purpose of making ice in the Uncompahgre Gorge (Ouray Ice Park).
3. The City of Ouray was party to an agreement with BIOTA Brands of America (BIOTA), dated August 5, 1996, for the sale and purchase of untreated water from the Weehawken Spring.
4. Pursuant to the terms of the agreement with BIOTA, upon termination of that agreement, the City acquired all pipelines and appurtenances installed upon any property or easement belonging to the City and lying between the City tank and the BIOTA facility.
5. OIPI may construct a new connection to Weehawken Spring water system to withdraw untreated water for the purpose of making ice in the Ice Park that connects to the former BIOTA line.
 - a. The connection will be located where the BIOTA water line crosses CR 361.
 - b. The connection will be engineered with plans provided to the City for review and approval.
 - c. The connection will include an automated valve that will shut off in the event the City's water tank level drops twenty-four inches (24").
 - d. The valve system will also have a manual override and may be shut down at any time by the City.

- e. All connections to the water line will be solely at the expense of OIPI.
6. OIPI will be responsible to maintain all connections to the water line, at its expense.
 7. This agreement shall be contingent upon the City and OIPI entering into a separate OPERATING AGREEMENT FOR OURAY ICE PARK. In the event that such operating agreement expires or terminates, this water use agreement shall automatically terminate.
 8. In no event shall this agreement exceed a term of ten (10) years; and it may be terminated earlier as otherwise provided herein or in the event the City has any reason to shut down or remove the water line.
 9. OIPI shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the City. Upon termination for any reason, OIPI shall remove all valves, connections, and piping connected to the water line, as well as make all necessary repairs to the water line.
 10. The City shall have the right to terminate this Agreement upon the breach of any of the terms herein by OIPI. Provided, however, the City shall provide thirty (30) days notice prior to termination and OIPI may correct any breach during that time.
 11. No part of this Agreement will prevent the City from using the water line or its water for other purposes. All uses by the City will take priority over any uses by OIPI.
 12. This Agreement may not be assigned to any other party by OIPI without the express written consent of the City.
 13. Any notice required by this Agreement shall be deemed complete when mailed, certified mail, return receipt requested, with sufficient postage to the following addresses:

Ouray Ice Park, Inc.
P. O. Box 1058
Ouray, CO 81427

City of Ouray
P. O. Box 468
Ouray, CO 81427

Or notice may be delivered to the other party.

14. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
15. OIPI shall indemnify the City against all liability or loss, and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this agreement or by conditions created thereby, or based on any violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions.
16. If any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
17. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
18. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
19. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
20. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
21. The person signing this agreement below represents and warrants that it has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

22. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

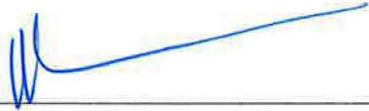
IN WITNESS WHEREOF, the parties have signed this agreement the day and year first written above.

CITY OF OURAY

OURAY ICE PARK, INC.



Robert E. Risch, Mayor



William R. Whitt, President



*Ouray Ice Park Agreement
(City of Ouray)*

RECEPTION#: 201752, 10/07/2009 at 01:58:08 PM, 1 OF
5 PAGES, Total Fees: \$26.00
MICHELLE NAUER, OURAY COUNTY, CO. CLERK &
RECORDER

RECREATIONAL ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made and entered into effective the 28th day of September, 2009, by and between: The Board of County Commissioners of Ouray County, Colorado (Grantor); and The City of Ouray, Colorado (Grantee).

MATERIAL TO THIS AGREEMENT the parties acknowledge the following facts.

- A. Grantor owns real property generally located to the south of Ouray, Colorado in the Uncompahgre Gorge of the upper Uncompahgre River in Ouray County, Colorado, more particularly described as the Rio Lode, M.S. 1965 (hereinafter referred to as the Property or Easement Area).
- B. Grantor desires to grant unto Grantee easements and rights of way over the Property for public recreational purposes, including but not limited to, skiing, hiking, bicycling and ice and rock climbing, and subject to the conditions and covenants set forth herein.
- C. Grantee desires to accept such easement and to perform its obligations in such manner as to protect Grantor's Property and the leasehold interests and improvements appurtenant thereto, and so as to minimize any liability of the Grantor and Grantee for permitting such recreational uses.
- D. By entering into this easement and agreement, the parties hereto desire to avail themselves of the maximum immunities, benefits and protections which may be available to each of them pursuant to applicable law, including but not limited to the Colorado Recreational Use Statute, COLO. REV. STAT. §§ 33-41-101, et seq., the Colorado Governmental Immunity Act, COLO. REV. STAT. §§ 24-10-101, et seq., and COLO. REV. STAT. § 13-21-115.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. **Grant of Easement.** Grantor hereby grants to Grantee, until September 28th, 2029, a non-exclusive easement and right-of-way for the purposes set forth below on, over and across the Property.

2. **Acceptance.** Grantee accepts this easement and agrees to be bound by its covenants, terms, conditions, restrictions and limitations.
3. **Permitted Uses.** Use by Grantee of the easement granted herein is exclusively for public recreational purposes, including but not limited to: picnicking, hiking, snowshoeing, cross country skiing, bicycling, sight-seeing, exploring, rock climbing, ice climbing, bird watching, photography, and rescue training, subject to the conditions and covenants set forth below. The installation and use of zip lines is permitted only in during the annual Ice Festival and on the Fourth of July. Use by the Grantee shall include use by Grantee, its residents, visitors, licensees, and invitees. Grantor acknowledges and understands that Grantee will permit the Ouray Ice Festival to take place annually within the Easement Area.
4. **Prohibited Uses.** The following uses are specifically prohibited: motorized vehicles horses and horseback riding, camping, hunting, swimming, tubing, diving, target shooting, zip lines (except during the annual Ice Festival and on the Fourth of July) and via ferratas. However, no such limitation is placed on the Ouray hydroelectric operation in carrying out maintenance and inspection of its system, or for equipment necessary to operate, maintain or perform rescues within the Ice Park. Grantee shall not use the Easement Area or the Property for commercial purposes, provided that this limitation shall not be deemed to prohibit entry upon or use of the Property pursuant to this Agreement by professional climbing or mountaineering guides who may charge their clients for their services. Nothing contained herein shall be construed to limit ingress or egress on County Road 361 for all legal uses.
5. **Construction and Maintenance of Improvements.** Within the general recreational purposes for the grant of the easement, Grantee may, without limitation, construct, install, maintain and repair plastic water line for development of ice falls, above and below ground water lines and pipes associated with sprinkler and shower heads, climbing anchors (including bolts and chains), safety signs, noncommercial (except during the Ice Festival) signage including public information and directional signs, barricades and markers, a small office building, observation platforms, metal and wooden catwalks, bridges, stairs and ladders, and pedestrian trails within the Easement Area. Any additional permanent structures or buildings, or additions to existing buildings or structures, other than plastic water line for development of ice falls, above and below ground water lines and pipes associated with sprinkler and shower heads, climbing anchors (including bolts and chains), to be placed within or on the Easement Area shall require prior written approval of the Grantor.

6. **Maintenance.** Grantee shall maintain the Easement Area, including but not limited to, all permitted improvements.
7. **Statutory Protections.** The parties expressly acknowledge that Grantor is entitled to the benefits, protection and limitation on liability afforded by Colorado law governing recreational easements, COLO. REV. STAT. §§ 33-41-101, et seq. By granting the easement, Grantor shall have no obligation to insure or indemnify Grantee for any injury, claim or damage to any person or property, alleged to have occurred while using the easement for the identified purposes. Grantee shall name Grantor as an additional insured on the Grantee's general liability insurance policy with respect to the use of the easement granted herein and shall provide Grantor with a Certificate of such insurance. Nothing herein is intended to waive any limits on liability afforded to the parties under the Colorado Recreational Use Statute, COLO. REV. STAT. §§ 33-41-101, et seq., the Colorado Governmental Immunity Act, COLO. REV. STAT. §§ 24-10-101, et seq., COLO. REV. STAT. § 13-21-115, or other law. Grantee shall ensure that all entities or individuals who Grantee authorizes to provide guides services within the area known as the "Ice Park" shall maintain appropriate liability insurance and shall include Ouray County as an additional insured on such policies.
8. **Grantor's Remedies.** Grantor reserves the right to deny the Grantee the use of the easement, or revoke the easement granted by this Agreement upon Grantee's breach of any covenants contained herein. Prior to denial of the use of the easement by Grantor, or the revocation of the easement granted by this Agreement, Grantor shall deliver written notice to Grantee itemizing the specific violation under the terms of this Agreement, or specific instances of trespassing or interference, and Grantee shall have ninety (90) days from the date of the notice to comply with the notice and cure the violation or to provide assurances acceptable to Grantor that the trespasses or interferences will cease.
9. **No Assignment.** This easement may not be transferred or assigned without the prior written consent of the other party. Grantor understands and agrees that Grantee may delegate its responsibilities to a third party, subject to the terms of this agreement.
10. **Notices.** All notices or other documents required or authorized to be sent by one party to the other shall be in writing and shall be deemed given to a party when personally delivered, or when deposited in the United States certified mail, sufficient postage prepaid, return receipt requested, addressed as follows:

If to Grantor: Ouray County
P.O. Bin C
Ouray, CO 81427

If to Grantee: City of Ouray
P.O. Box 468
Ouray, CO 81427

11. **Easement Appurtenant.** This easement granted herein and all provisions of this agreement shall run with the land and shall be applicable to and binding upon the parties, their respective representatives, successors, and assigns.
12. **Entire Agreement.** This agreement contains the entire understanding of the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This agreement may not be modified or amended except in writing signed by all the parties hereto.
13. **Termination of Prior Agreements.** By entering into this agreement Grantor and Grantee terminate the RECREATIONAL ACCESS EASEMENT AND AGREEMENT, dated November 27, 1995, and any renewals thereof, wherein The Board of County Commissioners of Ouray County, Colorado was the grantee and The City of Ouray, Colorado was the grantor.
14. **Choice of Law, Jurisdiction and Venue.** The law of the State of Colorado shall govern the validity, performance and enforcement of this agreement. Any disputes arising under this agreement shall be decided by a court of competent jurisdiction in Ouray County, Colorado.
15. **Fees.** If grantee, during the terms of this agreement, initiates a fee system for the use of the Ice Park that includes all or part of the Easement Area, and the revenues from which are not dedicated to Ice Park improvements or operational costs, Grantor and Grantee shall promptly negotiate a reasonable pro-rata amount of such fees to be paid to Grantor.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year first above written.

❖ SIGNATURES ON FOLLOWING PAGE ❖

GRANTOR:

GRANTEE:

Keith Meinert
Keith Meinert, Vice Chair
The Board of County
Commissioners of Ouray County,
Colorado

Robert E. Risch
Robert E. Risch, Mayor
City of Ouray, Colorado


STATE OF COLORADO)
)
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 28th day of September, 2009, by Keith Meinert, Vice Chair, Board of County Commissioners of Ouray County, Colorado.


Linda Munson-Hale
Notary Public
My commission expires: 9-18-2011

STATE OF COLORADO)
)
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 28th day of September, 2009, by Robert E. Risch, Mayor, City of Ouray, Colorado.


Kathryn A Briggs
Notary Public
My commission expires: 7/18/2010

"Agmts"
MISC.

**AMENDED
RECREATIONAL ACCESS
EASEMENT AGREEMENT**



THIS AGREEMENT made and entered into effective the 1st day of May, 2017, by and between: The Board of County Commissioners of Ouray County, Colorado (Grantor); and The City of Ouray, Colorado (Grantee).

MATERIAL TO THIS AGREEMENT the parties acknowledge the following facts.

- A. Grantor and Grantee entered into a Recreational Access Easement Agreement dated September 28, 2009, which was recorded in the Ouray County real estate records at reception number 201752.
- B. Grantor and Grantee desire to replace the Recreational Access Easement Agreement dated September 28, 2009, recorded in the Ouray County real estate records at reception number 201752, with this Amended Recreational Access Easement Agreement.
- C. Grantor owns real property generally located to the south of Ouray, Colorado in the Uncompahgre Gorge of the upper Uncompahgre River in Ouray County, Colorado, more particularly described as the Rio Lode, M.S. 1965 (hereinafter referred to as the Property or Easement Area).
- D. Grantor desires to grant unto Grantee easements and rights of way over the Property for public recreational purposes, including but not limited to, skiing, hiking, bicycling and ice and rock climbing, and subject to the conditions and covenants set forth herein.
- E. Grantee desires to accept such easement and to perform its obligations in such manner as to protect Grantor's Property and the leasehold interests and improvements appurtenant thereto, and so as to minimize any liability of the Grantor and Grantee for permitting such recreational uses.

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- F. By entering into this easement and agreement, the parties hereto desire to avail themselves of the maximum immunities, benefits and protections which may be available to each of them pursuant to applicable law, including but not limited to the Colorado Recreational Use Statute, COLO. REV. STAT. §§ 33-41-101, et seq., the Colorado Governmental Immunity Act, COLO. REV. STAT. §§ 24-10-101, et seq., and COLO. REV. STAT. § 13-21-115.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. **Effect of Instrument.** This instrument fully and completely replaces and supplants the Recreational Access Easement Agreement dated September 28, 2009, recorded in the Ouray County real estate records at reception number 201752, with this Amended Recreational Access Easement Agreement.
2. **Grant of Easement.** Grantor hereby grants to Grantee, until Sept. 28 _____, 2029, a non-exclusive easement and right-of-way for the purposes set forth below on, over and across the Property.
3. **Acceptance.** Grantee accepts this easement and agrees to be bound by its covenants, terms, conditions, restrictions and limitations.
4. **Permitted Uses.** Use by Grantee of the easement granted herein is exclusively for public recreational purposes, including but not limited to: picnicking, hiking, snowshoeing, cross country skiing, bicycling, sight-seeing, exploring, rock climbing, ice climbing, bird watching, photography, and rescue training, subject to the conditions and covenants set forth below. The installation and use of zip lines is permitted only in during the annual Ice Festival and on the Fourth of July. Use by the Grantee shall include use by Grantee, its residents, visitors, licensees, and invitees. Grantor acknowledges and understands that Grantee will permit the Ouray Ice Festival to take place annually within the Easement Area.
5. **Prohibited Uses.** The following uses are specifically prohibited: motorized vehicles horses and horseback riding, camping, hunting, swimming, tubing, diving, target shooting, and zip lines (except during the annual Ice Festival and on the Fourth of July). However, no such limitation is placed on the

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Ouray hydroelectric operation in carrying out maintenance and inspection of its system, or for equipment necessary to operate, maintain or perform rescues within the Ice Park. Grantee shall not use the Easement Area or the Property for commercial purposes, provided that this limitation shall not be deemed to prohibit entry upon or use of the Property pursuant to this Agreement by professional climbing or mountaineering guides who may charge their clients for their services. Nothing contained herein shall be construed to limit ingress or egress on County Road 361 for all legal uses.

6. **Construction and Maintenance of Improvements.** Within the general recreational purposes for the grant of the easement, Grantee may, without limitation, construct, install, maintain and repair plastic water line for development of ice falls, above and below ground water lines and pipes associated with sprinkler and shower heads, climbing anchors (including bolts and chains), safety signs, noncommercial (except during the Ice Festival) signage including public information and directional signs, barricades and markers, a small office building, observation platforms, metal and wooden catwalks, bridges, stairs and ladders, and pedestrian trails within the Easement Area. Any additional permanent structures or buildings, or additions to existing buildings or structures, other than plastic water line for development of ice falls, above and below ground water lines and pipes associated with sprinkler and shower heads, climbing anchors (including bolts and chains), to be placed within or on the Easement Area shall require prior written approval of the Grantor.
7. **Maintenance.** Grantee shall maintain the Easement Area, including but not limited to, all permitted improvements.
8. **Statutory Protections.** The parties expressly acknowledge that Grantor is entitled to the benefits, protection and limitation on liability afforded by Colorado law governing recreational easements, COLO. REV. STAT. §§33-41-101, et seq. By granting the easement, Grantor shall have no obligation to insure or indemnify Grantee for any injury, claim or damage to any person or property, alleged to have occurred while using the easement for the identified purposes. Grantee shall name Grantor as an additional insured on the Grantee's general liability insurance policy with respect to the use of the easement granted herein and shall provide Grantor with a Certificate of such insurance. Nothing herein is intended to waive any limits on liability afforded

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to the parties under the Colorado Recreational Use Statute, COLO. REV. STAT. §§ 33-41-101, et seq., the Colorado Governmental Immunity Act, COLO. REV. STAT. §§ 24-10-101, et seq., COLO. REV. STAT. § 13-21-115, or other law. Grantee shall ensure that all entities or individuals who Grantee authorizes to provide guides services within the area known as the "Ice Park" shall maintain appropriate liability insurance and shall include Ouray County as an additional insured on such policies.

9. **Grantor's Remedies.** Grantor reserves the right to deny the Grantee the use of the easement, or revoke the easement granted by this Agreement upon Grantee's breach of any covenants contained herein. Prior to denial of the use of the easement by Grantor, or the revocation of the easement granted by this Agreement, Grantor shall deliver written notice to Grantee itemizing the specific violation under the terms of this Agreement, or specific instances of trespassing or interference, and Grantee shall have ninety (90) days from the date of the notice to comply with the notice and cure the violation or to provide assurances acceptable to Grantor that the trespasses or interferences will cease.
10. **No Assignment.** This easement may not be transferred or assigned without the prior written consent of the other party. Grantor understands and agrees that Grantee may delegate its responsibilities to a third party, subject to the terms of this agreement.
11. **Notices.** All notices or other documents required or authorized to be sent by one party to the other shall be in writing and shall be deemed given to a party when personally delivered, or when deposited in the United States certified mail, sufficient postage prepaid, return receipt requested, addressed as follows:

If to Grantor: Ouray County
 P.O. Bin C
 Ouray, CO 81427

If to Grantee: City of Ouray
 P.O. Box 468
 Ouray, CO 81427

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12. **Easement Appurtenant.** This easement granted herein and all provisions of this agreement shall run with the land and shall be applicable to and binding upon the parties, their respective representatives, successors, and assigns.
13. **Entire Agreement.** This agreement contains the entire understanding of the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This agreement may not be modified or amended except in writing signed by all the parties hereto.
14. **Termination of Prior Agreements.** By entering into this agreement Grantor and Grantee terminate the RECREATIONAL ACCESS EASEMENT AND AGREEMENT, dated November 27, 1995, and any renewals thereof, wherein The Board of County Commissioners of Ouray County, Colorado was the grantee and The City of Ouray, Colorado was the grantor.
15. **Choice of Law, Jurisdiction and Venue.** The law of the State of Colorado shall govern the validity, performance and enforcement of this agreement. Any disputes arising under this agreement shall be decided by a court of competent jurisdiction in Ouray County, Colorado.
16. **Fees.** If grantee, during the terms of this agreement, initiates a fee system for the use of the Ice Park that includes all or part of the Easement Area, and the revenues from which are not dedicated to Ice Park improvements or operational costs, Grantor and Grantee shall promptly negotiate a reasonable pro-rata amount of such fees to be paid to Grantor.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year first above written.

❖ SIGNATURES ON FOLLOWING PAGE ❖

Handwritten:
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5-1-17

GRANTOR:

GRANTEE:

Ben Tisdel, Chair
The Board of County
Commissioners of Ouray
County, Colorado

Pamela J. Larson, Mayor
City of Ouray, Colorado

Attest:

Attest:

Michelle Nauer, Clerk
By: HANNAH HOLLENBECK
Dpty. Clerk of the Board

Debra Overton, Clerk

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LICENSE AGREEMENT

(Ouray Ice Park)

This License Agreement (License) is made entered into by and between: Eric R. Jacobson (Licensor); and the City of Ouray, Colorado (Licensee or City). Licensor and Licensee are sometimes referred to as Parties. In consideration of the mutual covenants and conditions herein stated, the Parties agree as follows:

1. Grant of License.

- 1.1. Licensor claims ownership of the real property known as the Roosevelt Placer (M.S. 16036) and structures thereon, generally located to the south of Ouray Colorado and Colorado Highway 550 in the Uncompahgre Gorge of the Upper Uncompahgre River in Ouray County, Colorado ("License Area"). Licensee seeks a right of access on and over property and structures within the License Area for public recreational uses, including operation of the Ouray Ice Park.
- 1.2. Licensor operates the Ouray Hydroelectric Project pursuant to Federal Energy Regulatory Commission (FERC) License, Project No. 733-101 (Project). The Project includes structures, primarily in the form of a penstock, trestles, foot bridges, ladders and catwalks ("Project Improvements"), and a 100 foot of centerline boundary that follows the penstock (Project Boundary), which runs through the License Area and continues across lands owned by the Licensee or leased by the Licensee from Ouray County for operation of the Ouray Ice Park. Licensor seeks the protection of certain liability, insurance and public safety provisions herein and Licensee desires to afford Licensor certain liability, insurance and public safety provisions as set forth herein that arise from public recreational activities utilizing Project Improvements within the Project Boundary in addition to the License Area.
- 1.3. In entering into this License and granting and accepting these restrictions, covenants, terms and conditions hereof, the Parties desire to avail themselves of the maximum immunities, benefits and protections which may be available to each of them pursuant to applicable laws and regulations; including, but not limited to, the Colorado Recreational Use Statute ("CRUS"), C.R.S., Sections 33-41-101, et seq.; the Colorado Governmental Immunity Act, C.R.S., Sections 24-10-101, et seq.; and the Colorado Landowners' Liability Statute, C.R.S., Section 13-21-115.

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- 1.4. Licensor hereby grants to Licensee, a non-exclusive license and permission to occupy, use, and construct necessary improvements for public recreational use of the License Area, including operation of the Ouray Ice Park, and to traverse certain Project Improvements owned by Licensor within the Project Boundary located outside of the License Area. Included in this grant is the power and right in Licensee: (a) to invite, consent to or allow persons or guests of persons, all as "Invited Guests," as that term is defined in the CRUS, to be present on and within the License Area and within the Project Boundary and to use Project Improvements for recreational purposes; and, (b) to manage all public recreational uses of the License Area and Project Improvements within the Project Boundary through the efforts of its employees, representatives, and, or agents, including but not limited to the management of Ouray Ice Park within the License Area and Project Boundary by and through the efforts of the employees, representatives, agents and others working for or volunteering on behalf of Ouray Ice Park, Inc. (OIP), a Colorado Nonprofit Corporation and the operator of the Ouray Ice Park. Those to whom permission for such uses is granted are Licensee and all those invited or permitted by Licensee to enter upon, use and, or manage the License Area and public recreational activities that utilize the Project Improvements, all together, hereafter referred to as the "Authorized Users."
- 1.5. As a condition of the License, Licensor requires and Licensee hereby agrees to and accepts all terms conditions, limitations and requirements stated and imposed herein on behalf of itself and all Authorized Users of the License Area. Licensee shall monitor and enforce compliance with the terms of this License by all Authorized Users of the License Area.
- 1.6. As an inducement to Licensor to enter into this License, Licensee represents that it does not challenge Licensee's claim of ownership of the License Area. During the term of this License, Licensee agrees that should it challenge Licensor's claim of ownership of or title to the License Area, or should Licensee acquire or purchase, or attempt to acquire or purchase: any interest in and to the License Area or any portion thereof; the Ouray Hydroelectric Project; any lien against the Ouray Hydroelectric Project or License Area or any portion thereof; any ownership interest in Licensor, Ouray Hydroelectric Project or License Area; or any third-party claim against Licensor, then this License may be suspended or terminated by Licensor. For purposes of this sub-section 1.5, the term "Licensor" shall mean and refer to Eric R. Jacobson, as well as to Western Colorado Power Company, Inc., and the Western Colorado Power Company, LLC.

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[Signature]

1.7. Neither the fact of entering into this License Agreement nor any statement contained within it shall be construed to modify the underlying real or personal property rights or obligations of the parties with respect to the License Area or Project Boundary that would exist in the absence of this License Agreement.

2. Consideration. No monetary consideration is required to be paid. As between the Parties, the mutual covenants and promises contained and set forth within this License are acknowledged as adequate consideration.

3. Scope of License. The permission granted under this License is strictly limited to the License Area and Project Improvements and the uses and activities authorized herein are limited to access for public recreational uses by Authorized Users and management and operation of the Ouray Ice Park. The exercise of the permitted uses is subject to the following restrictions and limitations:

3.1. In the absence of any written, specific consent of Licensor, Licensee shall not interfere with or allow any of the Authorized Users to interfere with any of Licensor's Project Improvements located in and on the License Area or within the Project Boundary, nor shall Licensee change the surface grade, perform any excavation, or place any materials within the License area; except that this prohibition shall not be construed to prevent pedestrian use of the Project Improvements historically and currently used for Ouray Ice Park operations.

3.2. Licensee's use shall at all times be subordinate to and shall not interfere with, obstruct, or delay Licensor's use of the License Area and Project Improvements for the operation and maintenance of the Ouray Hydroelectric Project or other lawful use thereof.

3.3. Licensee shall at all times comply with all laws, regulations, and ordinances applicable to Licensee's operations and maintain in full force and effect all permits and approvals which may be required to engage in Licensee's operation of the Ouray Ice Park and other public recreational uses, provided, however, that nothing herein shall impose upon Licensee the obligation to comply or enable Licensor to comply with any Federal Energy Regulatory Commission's (FERC) requirements for the Licensor's hydroelectric operations, except as provided for in sub-paragraphs 4.4, 4.5 and 4.6, below.

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3.4. Licensor may enter onto the License Area and Project Improvements to inspect them for compliance with these requirements. Licensee is responsible for making certain that this right of Licensor is in no way impeded or ignored.


4. Terms of License; Conditions; and Termination.

4.1. Subject to the right of Licensor to suspend or terminate this License as stated in subparagraphs 4.6.1 and 8.1, this License shall commence on the effective date of this License and terminate on April 15, 2016 ("License Term").

4.2. During the term of this License, Licensee shall require OIPI, or any successor manager operator of the Ouray Ice Park, and any Commercial Guiding Permit Permittee, to agree to, accept and comply with all terms conditions, limitations and requirements stated and imposed in this License as a condition of its management, maintenance and operation of the Ouray Ice Park within the License Area and Project Boundary.

4.3. Licensee shall require OIPI, or any successor manager operator, to maintain in full force and effect, at its sole expense, a policy of general liability insurance in the amount of no less than One Million Dollars (\$1,000,000) per claim or occurrence covering operation of the Ouray Ice Park and have Licensor, Western Colorado Power Company, Inc., and Western Colorado Power Company LLC, included as Additional Insureds on said policy with respect to the use of the License Area and Project Improvements. Such policy shall be an occurrence-type policy and not be cancelable without thirty (30) days advance notice to Licensor. Licensee shall provide Licensor with a Certificate of Insurance within a reasonable time after the execution of this License, and annually thereafter upon the renewal of said policy. Licensee shall provide Licensor with a copy of any operator's policy upon Licensor's request.


4.4. FERC, or any other governmental regulatory agency, may, from time to time, impose or change requirements for signage or safety-related improvements to the Project resulting from and necessitated by reason of the public recreational use of the License Area made or allowed by Licensee under this License. In the event any such requirement is imposed, Licensee agrees to assume the cost of such signage or safety improvements necessary to meet the said FERC requirements and, or to eliminate the dangerous condition; or, in the alternative, to change, discontinue or prohibit use of the License Area and Project Improvements by Authorized Users so as to eliminate the risk of injury or loss to such Authorized Users by reason thereof. Licensor's right

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to operate his hydro-electric Project pursuant to the FERC permit shall not be put at risk by the uses permitted by and the terms and provisions of this License.

- 4.5. Licensee agrees to work to resolve any safety concerns within the Project Boundary but outside of the License Area in coordination with the Licensor and FERC in a way that minimizes risk to Authorized Users and the Project with minimal interruption of either the Ice Park Operations or Project.
- 4.6. In the event that FERC requires Licensor to make modifications or improvements to the Ouray Hydroelectric Project within the Ice Park in order to protect or improve the safety of the Project specifically with respect to Authorized Users, then Licensee agrees to assume or cause OIPI to assume the reasonable cost of such modifications or improvements to satisfy the requirement and to eliminate any dangerous or insufficiently safe condition addressed by the requirement. If such modifications or improvements provide additional, non-safety-related benefits to Licensor, then such costs shall be equitably apportioned as between Licensor and Licensee or OIPI. In the alternative, Licensee agrees to change, discontinue or prohibit use of such portion of the License Area by Authorized Users so as to allow Licensor to comply with or eliminate the FERC requirement and reduce any risk of injury or loss to said Authorized Users or damage to the Ouray Hydroelectric Project facilities as addressed by the FERC requirement. Should Licensor determine that Licensee or any of the Authorized Users have violated any of the terms, conditions and restrictions contained in this License, Licensor shall send a written notice (Notice of Violation) to Licensee stating with specificity the nature of the violation (Violation), the steps required to come into compliance with the License, and reasonable date by which Licensee shall cure the Violation (Cure Date). The Cure Date shall not be less than thirty days from the date of Notice of Violation, unless emergency circumstances require a shorter Cure time.

4.6.1. In the event that the Violation is not timely and fully cured by the Cure Date, Licensor, at his sole discretion, may elect to suspend the License until such time as the Violation is cured, or terminate the License. Upon suspension, Licensee shall discontinue all use of the License Area and Project Improvements, including public recreational use, except to the extent necessary to safeguard Licensee's or OIPI's equipment in place. Upon termination, Licensee shall cause shall discontinue all use of the License Area and Project Improvements, and at Licensor's direction, shall

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remove Licensee's or OIPI's equipment in place from the License Area or on Project Improvements during the following summer.

5. Condition of License Area. Licensor neither warrants nor guarantees the adequacy, appropriateness or safety of either the property or improvements within and around the License Area or any of his improvements, structures, equipment or facilities for any of the uses contemplated by, allowed by, or resulting from this License or as to any person who might use the same pursuant to or as a result of this License. Licensee acknowledges and agrees that the state and condition of the property and improvements within and around the License Area and Project Improvements which are the subject of this License are accepted in their 'as is' condition and Licensor makes no warranties or representations as to their suitability or safety for the uses contemplated by this License.
6. Assignment. This License may not be transferred or assigned by Licensee without the prior written consent of the Licensor. Licensor understands and agrees that Licensee may delegate its management, maintenance and operational responsibilities to a third party, including OIPI, subject to the terms and conditions of this License. No such delegation shall relieve Licensee of its obligations to Licensor under this License.
7. Commercial Guiding Permits. If Licensee issues any Permit for Commercial Guiding Services, Licensee shall require the permitted commercial guiding service to comply with the terms and conditions of this License.
8. Liability Insurance.
 - 8.1. Licensee shall obtain and, thereafter during the term of this License, maintain in full force and effect, at Licensee's sole expense, a policy of general liability insurance in the amount of no less than Five Million Dollars (\$5,000,000) per claim or occurrence covering the recreational uses within License Area and Project Boundary. Such coverage shall provide that the Licensee's assumption of liability pursuant to Section 9 below is a "covered contract" for purposes of such coverage. Licensee shall cause Licensor, Western Colorado Power Company, Inc., and Western Colorado Power Company LLC to be included as "Additional Insureds" on each such policy with respect to operations of the Licensee within the License Area and Project Boundary. No such policy shall be cancelled by the carrier for any reason without the carrier first giving Licensor and Licensee thirty (30) days advance written notice of cancellation of the policy. Within five (5) days after the execution of this License and, thereafter, not less than five (5) days each time each such policy is renewed or replaced by another complying policy or

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immediately upon request by Licensor, Licensee shall cause to be provided to Licensor a Certificate of Insurance evidencing: coverage in the required amount, the fact that Licensor has been named as an "Additional Insured," coverage for "covered contracts" and thirty (30) days' notice of cancellation. Coverage provided under each such liability insurance policy shall be primary to any liability insurance Licensor may choose to obtain. Failure by Licensee to comply with the requirements of this Section 8 shall be grounds, at Licensor's option, for the immediate suspension or termination of this License.


8.2. The Licensee shall require the Guiding Permit Permittee to include Licensor, Western Colorado Power Company, Inc., and the Western Colorado Power Company, LLC as parties to be released by the clients of the Permittee. Licensor shall be provided a copy of any such release upon request to Licensee.

9. Indemnification.

9.1. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by Licensee, Licensee agrees to hold harmless, defend and indemnify Licensor from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any Authorized Users arising out of or relating to the grant of this License.

9.2. By granting this License, Licensor assumes no new obligations to repair, or otherwise maintain the License Area or Project Boundary in a specific manner for Licensee, beyond any obligation it presently has to maintain the FERC License area or property within the Project Boundary or as exists as a landowner under Colorado law. Furthermore, Licensor has no obligation to insure or indemnify Licensee, OIPI, or any Authorized User for any injury, claim or damage to any person or property with regard to their activities within the License Area or Project Boundary as authorized by this License.

10. No Waiver of Liability Limits. Nothing herein is intended to waive any limits on liability afforded the Parties under the Colorado law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S., Section 24-10-101, et seq., and the Landowner Protection Statutes, C.R.S. Section 33-41-101, et seq. The Parties expressly acknowledge that this License is intended to be granted for a "recreational purpose" under C.R.S., Sections 33-41-101, et seq., and that Licensor may be entitled to the benefits, protections and limitations on liability afforded by Colorado law governing public recreational uses and premises liability.

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11. License Not Exclusive. The permission granted under this License is not exclusive to Licensee, and Licensee expressly acknowledges that Licensor may grant other persons or entities, the right, privilege, and permission to use all or part of the License Area provided such use does not substantially interfere with Licensee's use.
12. Modification of License. Any modification of this License shall be binding only if evidenced in writing signed by each Party or authorized representative of each Party.
13. Binding Effect. The License shall be applicable to and binding upon the Parties, their respective representatives, successors-in-interest, and permitted assigns.
14. Governing Law. This License shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in Ouray County, Colorado.
15. Entire Agreement. This License shall constitute the entire agreement between the Parties and any prior representations of any kind preceding the date of this License shall not be binding upon either Party except as to the extent expressly incorporated in this License.
16. Severability. The invalidity of any portion of this License will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this License is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect, the intention of the Parties being that the various provisions are severable.
17. Third Party Beneficiaries. There is no third party beneficiary arising in connection with this License.
18. Duty of Good Faith. The Parties agree that they owe each other a duty of good faith as they abide by and fulfill their respective obligations and duties under this License and, in furtherance thereof, agree to work together for the common good of both Parties so as to effectuate, as fully as possible, their respective mutual interests and their stated intent as expressed in this License.
19. Notices. All notices, demands or writings in this License provided to be given or made or sent, shall be deemed to have been fully given or made or sent, when made in writing and delivered by fax, email or United States Mail (certified; return receipt requested and

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postage pre-paid), and addressed to the Party at the below stated mailing address, email address or fax number. The mailing address, email address or fax number may be changed by sending written notice to the other Party notifying the Party of the change.

Licensors:

Eric Jacobson
Post Office Box 745
Telluride, CO 81435
eric@hydrowest.net

Licensee:

City of Ouray, Colorado
Attention: City Administrator
Post Office Box 468
Ouray, CO 81428
Facsimile: (970) 325-7212
Email:

20. Effective Date. This License shall become effective immediately following notice of its approval by FERC, *nunc pro tunc* to April 15, 2015.
21. Effect upon Prior Obligations. Any unperformed obligations of the Parties that may continue to exist following expiration of the License Agreement (Ouray Ice Park) dated December 15, 2010, shall continue in full force and effect notwithstanding entering in to this new License.
22. Survival. Notwithstanding the expiration or termination of this License, the provisions of paragraphs 8, 9 and 23 shall survive and remain effective.
23. Governing Law; Enforcement; Time of the Essence. In the event of any interference or threatened interference with the License herein granted or with the other rights and obligations of the Parties hereunder, a Party may pursue all available remedies including, without limitation, damages, injunctive relief and/or specific performance to ensure performance of the other Party's obligations hereunder. In any action for enforcement of License rights or obligations hereunder, the prevailing Party shall be entitled to an award for recovery of their costs and fees, including reasonable attorney fees. Except as may be

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expressly otherwise stated or provided, with respect to all required acts of the Parties, time is of the essence.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License on the day and year hereinabove given.

Licensor:

[Handwritten signature of Eric R. Jacobson]

Eric R. Jacobson

STATE OF COLORADO)
) ss
COUNTY OF OURAY)

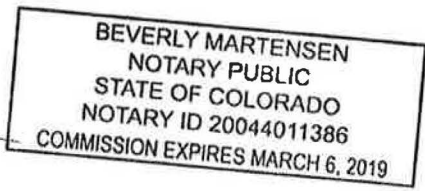
The forgoing was acknowledged and subscribed before me this day of

December
~~_____~~ *Bu*

Witness my hand and official seal.

My Commission expires: 3-6-2019

Beverly Martensen
Notary Public



Licensee:

City of Ouray

Pamela J. Larson

Pamela J. Larson, Mayor

12-7-15

Date

Attest:

Debra Overton

Debra Overton, Clerk

pg 12/7/15
[Handwritten signature]

LICENSE AGREEMENT EXTENSION

This agreement, made and entered into effective May 21, 2018, by and between: Eric R. Jacobson (Licensor); and the City of Ouray, Colorado (Licensee or City). Licensor and Licensee are collectively referred to as the Parties.

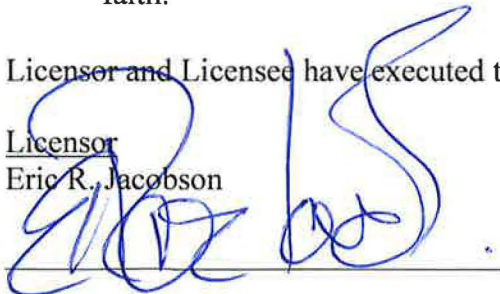
- A. The Parties entered into a License Agreement relative to the Ouray Ice Park, on or about December 7, 2015 (the License).
- B. The original term of License expired April 16, 2016.
- C. The Parties executed two License Agreement Extensions, effective April 17, 2016 and April 17, 2017 respectively extending one year for each extension.
- D. The Parties wish to extend the License on a temporary basis to July 2, 2018.
- E. Contingent on a forty-five-day submittal to the Federal Energy Regulatory Commission (FERC) and FERC concurs or no opposition is received the License shall extend to May 31, 2023.

In consideration of the mutual covenants and conditions contained herein and in the License, the Parties agrees as follows.


1. The term of the License is hereby extended on a temporary basis to July 6, 2018 and shall be converted to a License Agreement Extension to May 31, 2023.
2. All terms and conditions of the License shall be binding on the Parties.
3. This agreement does not alter or amend the License in anyway other than the extension of the term.
4. The City, Eric R. Jacobson and OIPI (Ouray Ice Park Inc. a Colorado non-profit corporation operating the Ouray Ice Park) will cooperate with one another in good faith.

Licensor and Licensee have executed this agreement effective May 21, 2018.

Licensor
Eric R. Jacobson



Licensee
City of Ouray


Pamela J. Larson, Mayor

Mailing Address: PO Box 745
City, State and ZIP: Telluride, CO 81435
Contact Number: 970-729-0034

320 6th Avenue
PO Box 468
Ouray, CO 81427
970-325-7211

Permit for Concessionaire and Guiding Services in the Ouray Ice Park

This Permit for Concessionaire and Guiding Services (Permit) is made by and between San Juan Mountain Guides, LLC (SJMG) and the City of Ouray, Colorado (the City), effective this 1st day of May, 2014. SJMG and the City agree as follows:

Recitals

- A. The Ouray Ice Park (the Park) is a property located south of the City of Ouray, depicted on the map attached to this Permit as Exhibit A and incorporated herein.
- B. The City has entered into various agreements with landowners and licensees within the Park to acquire rights to access and use the Park.
- C. The City and SJMG are parties to a Permit for Commercial Guiding Services, dated August 17, 2010, the subject matter of which is substantially similar to this Permit.
- D. The City received a financial grant from Great Outdoors Colorado to facilitate the City's purchase of land within the Ouray Ice Park previously owned by the United States of America.
- E. The City and Ouray Ice Park, Inc. (OIP) are parties to an Agreement for Management of the Ouray Ice Park, dated November 19, 2012, which specifies the operations and activities within the Ouray Ice Park.
- F. The City has the ability and authority to grant the rights and create the obligations established by this Permit.

Now therefore, in consideration of the mutual obligations described below, and for other consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties additionally agree as follows:

Permit

I. Definitions

- A. Commercial Guiding Activities shall mean any guiding or instruction that is being offered by an individual or company to the general public or to a subset of the general public for financial compensation. Commercial Guiding Activities shall not include ice climbing clinics organized as part of the Ouray Ice Festival.
- B. Service or Services as those words are used throughout this Permit shall be defined as the following to be provided by SJMG:
 - 1. Providing Commercial Guiding Activities within the Park.
 - 2. Subcontracting with Subcontracting Guide Services (SGS) to provide Commercial Guiding Activities within the Park, and managing the SGS program.

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- C. Each year the City will determine the appropriate allotment of time for Commercial Guiding Activities to take place in the Park. In making that determination, the City will allocate no less than fifty percent of the total time to SJMG with the remainder of the total time to be allocated by SJMG between different SGS within SJMG's discretion. For purposes of this Permit, this allotted time will be referred to as Service Day(s).

II. Scope and Services

- A. The City hereby grants to SJMG the authority to provide the Services within the Park and all necessary ancillary authority to perform those Services.
- B. This Permit shall revoke and terminate all previous agreements between the parties entered into prior to the date of this Permit related to the Park.
- C. SJMG is an independent contractor and nothing herein shall be construed to make SJMG an employee of the City.
- D. SJMG will provide Services to the City in the operation of the Park. SJMG specifically agrees to manage the SGS program in a manner the City deems satisfactory including, but not limited to:
1. Select SGS in accordance with criteria approved by the City of Ouray that will include professional certifications, history of Park use, history of safety, maximization of economic benefits to businesses and citizens in the City of Ouray, and proof of general liability insurance with a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate per year that names the City of Ouray as an additional insured.
 2. Allocate SDs to SGS in a manner that maximizes the benefits to businesses and citizens in the City of Ouray and provides for the orderly and safe operation of Commercial Guiding Activities within the Park.
 3. Notify the City of Ouray when an SGS will be selected or SDs are allocated, and receive approval from the City for the criteria that will be applied to the selection or allocation process.
 4. Maximize use of available SDs.
 5. Provide assets and personnel necessary to manage the SGS program successfully.
 6. Monitor advertisement of Commercial Guiding Activities in the Park. Only SGS should advertise Commercial Guiding Activities in the Park. SJMG will notify violators and work to resolve violations.
 7. Review the conduct of any employees, agents, contractors, or SGS whose actions or activities are considered by SJMG or the City to be inconsistent with the enjoyment and protection of visitors to the Park and the protection of the Park, and shall take such actions as are necessary to fully correct the situation.
 8. Be responsible and pay for all operating costs associated with activities allowed under this permit.

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9. Promote safety within the Park and support the enjoyment of the Park by all visitors.
 10. Request a performance evaluation of SJMG's management of the SGS program from each SGS at the end of every season. These performance evaluations should be provided to the City each year.
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- E. SJMG agrees to organize at least one (1) Kids Climbing College day, separate from any event offered during the Ouray Ice Festival, in the Park each season that allows people under the age of eighteen (18) to try ice climbing, and use necessary equipment, for free.
 - F. SJMG agrees to assist the City and its designee with non-commercial group use policy creation and management.
 - G. While providing Services in the Park, SJMG and SGS will be in conformance with all rules and regulations established by the City, all rules and regulations established by OIPI that are applicable to all users of the Park, and all federal state and local law, regulations, and requires for the type of Service being provided.
 - H. While providing Services in the Park, and in the interest of maximizing safety and minimizing the impact to other users of the Park, SJMG and SGS shall adhere to a maximum guide to client ratio of 1 to 4, and a maximum group size of 10. If SJMG or any SGS desires a larger group size, SJMG or SGS must give advance notice of 1 week to OIPI.
 - I. By August 31 each year, the City will determine the number of Service Days allotted under this Permit. The City, in its sole discretion and in consultation with SJMG and OIPI regarding the impact of Commercial Guiding Activities in the Park, will decide on the method for determining Service Days.
 - J. The City may at any time evaluate and inspect all operations of SJMG and its subcontractors to ensure public safety and health, identify operating deficiencies, and ensure satisfactory providing of Services.
 - K. By granting this Permit, the City does not waive its right to enforce or remove unauthorized Commercial Guiding Services providers or users in the Park.
 - L. SJMG shall notify the City and OIPI as soon as possible of all accidents that occur in the Park, and in no event later than twenty-four (24) hours following any accident.

IV. Records and Reports

- A. SJMG shall submit a post-season report to the City by May 15 that shall include, but not be limited to:
 1. A report from SJMG that details the date each SD was used and the number of clients for each SD during the previous season.

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2. A report from each SGS that details the date each SD was used, the number of clients for each SD, and the daily gross revenue of each SD used during the previous season.
 3. All performance evaluations that were received from SGS pertaining to the previous season.
 4. Summary of allocated SD and used SD during the previous season.
- B. SJMG shall submit a pre-season report to the City by November 15 that shall detail the allocation of SDs and any updates or changes for the upcoming season.
- C. SJMG shall encourage accurate periodic reporting by SGS of used SDs during the season, and develop systems to improve reporting in order to better understand current and potential Commercial Guiding Activities in the Park.

V. Indemnification

- A. SJMG agrees to hold harmless and indemnify the City, its officers, agents, employees and contractors against any losses or damages, including attorney fees and costs, arising out of activities of SJMG, its employees, subcontractors, agents or SGS, under the terms of this Permit, even if the loss or damage arises or is alleged to arise out of the negligence or fault of the City, its officers, employees, and contractors.
- B. Nothing herein is intended to waive any limits on liability afforded the City under Colorado law, including but not limited to, the Colorado Governmental Immunity, C.R.S. § 24-10-101 et seq., and the Landowner Protect Statutes, C.R.S. §33-41-101 et seq.

VI. Term, Renewal and Termination

- A. The Term of this Permit shall be five years, commencing on May 1, 2014 and extending through April 30, 2019.
- B. This Permit may be renewed for additional five year periods, upon the written approval of the City and SJMG.
- C. This Permit may be terminated prior to expiration of the Term by either party for any of the following causes and pursuant to the following procedure:
1. This Permit may be terminated upon the material breach of a provision of this Permit, a material misrepresentation, or the insolvency or incapacity of either party.
 2. This Permit may only be terminated upon 90 days prior written notice to the non-terminating party. Such notice must plainly and clearly describe the cause for which termination is sought. The non-terminating party shall have an opportunity to cure the cause for termination within thirty (30) days after written

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notice is given by the terminating party. If the cure is such that it cannot be completed within thirty (30) days and the non-terminating party has proceeded with due diligence to cure after receipt of the notice, the Permit shall not terminate until it is determined that the cure cannot be completed. In the event that such cause is cured, this Permit shall not be terminated. If the non-terminating party does not exercise due diligence in curing the cause, the Permit shall terminate thirty (30) days after the notice is given.

- D. In the event this Permit is terminated, the City shall be free to enter into an agreement or agreements with other parties to provide commercial guiding services in the Park.

VII. Miscellaneous

- A. This Permit contains the entire agreement between the parties relating to the subject hereof and may be modified only by a further written agreement authorized and approved by the City and SJMG.
- B. In the event that any provision of this Permit is found by any court or any other authority of competent jurisdiction to be illegal or unenforceable, and as so is severed or modified to the extent necessary to render it enforceable, this Permit will continue in full force and effect.
- C. SJMG may not transfer or assign this Permit to a third party without prior written approval from the City. If the majority ownership interest in SJMG is sold, transferred, conveyed or assigned, SJMG must obtain prior written approval from the City that this Permit will continue for the remainder of its Term. If SJMG fails to obtain written approval from the City prior to the sale, transfer, conveyance or assignment of any percentage of ownership interest in SJMG, such failure will be considered a material breach.
- D. No waiver of any breach of this Permit shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

IN WITNESS WHEREOF, the City and SJMG have caused this Permit to be signed effective the day and year first written above.

CITY: Pamela J. Larson
Pamela J. Larson, Mayor
City of Ouray

SJMG: Nate Disser
Nate Disser, Director
San Juan Mountain Guides, L.L.C.

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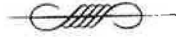
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OURAY ICE PARK



GRANT OF EASEMENT



THIS EASEMENT, granted this 7th day of May, 2012, by the City of Ouray, Colorado, a home rule municipality, hereinafter Grantor, to Eric R. Jacobson, hereinafter Grantee.

Grantee owns real property and water diversion, storage and conveyance structures generally located to the south of Ouray, Colorado and Colorado Highway 550 in the Uncompahgre Gorge of the upper Uncompahgre River in rural Ouray County, Colorado, which Grantee uses and operates as part of his commercial hydro-electric power generation business, pursuant to a license issued by the U.S. Federal Energy Regulatory Commission, for Project Number 733-010 (the Project).


As partial consideration for the deed from the United States of America, acting by and through the Forest Service, Department of Agriculture, of Parcels I and II of the Ouray Town Site Addition located in Section 31, T. 44 N., R. 7 W., and in Section 6, T. 43 N., R. 47 W. (Suspended), according to the plat recorded at reception number 207391, Grantor does hereby grant, bargain, sell, and convey to Grantee a nonexclusive easement for access to the Project, along the existing access road as shown on the plat recorded at reception number 207391, twenty feet (20') wide, over and across a portions of Section 6 and Section 31, Township 44 North, Range 7 West, N.M.P.M., more particularly described as follows:

BEGINNING at Corner 3 of the Grey Copper Lode Mining Claim, MS No. 265, Section 31, Township 44 North, Range 7 West, New Mexico Principle Meridian, County of Ouray, State of Colorado, defined by a Witness Corner, a standard Forest Service Monument, PLS 17506, located S28°15'00"E, 26.84 feet from Corner 3;
Thence, S61°45'00"W, a distance of 183.24 feet, to the centerline of said road, the TRUE POINT OF BEGINNING;
Thence, S47°35'47"E, a distance of 216.00 feet;
Thence, S61°21'57"E, a distance of 127.13 feet;
Thence, N88°08'17"E, a distance of 247.51 feet;
Thence, S74°42'54"E, a distance of 141.35 feet;
Thence, S50°07'52"E, a distance of 131.31 feet;

CITY OF OURAY:


J. Gary Hansen, Mayor Pro Tem

Attest:


Kathy Elmont, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 7th day of May,
2012, by J. Gary Hansen, Mayor Pro Tem of the City of Ouray.

Witness my hand and official seal.


Notary Public Expires 5/18/13

City of Ouray Ice Park Sustainability Committee Report

March 7, 2018



The Ice Park Sustainability Committee wishes to thank the Ouray City Council for convening the Committee to discuss recommendations on a variety of issues and topics pertaining to the Ouray Ice Park. The Committee began meeting in November 2017 and met regularly through March 2018. The Committee also wishes to thank Ouray Ice Park, Inc. (OIP) staff and Board Members, as well as members of the guiding and recreational community for their involvement and contributions to the process.

Committee Members:

Steve Berwanger
Dawn Glanc – Council Member Liaison
Kevin Koprek
Pam Larson – Council Member Liaison
Bill Leo
Dolgio Nergui
Heidi Pankow

Frank Robertson
Sam Rushing
Logan Tyler
Matt Wade
Betty Wolfe
Don Batchelder, Facilitator
Hannah Hollenbeck, Scribe

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Ice Park Sustainability Committee (IPSC)

Executive Summary

History/Background

The Ouray Ice Park began its formation in the mid 1990's. The Ice Park started fairly small with a user group both local and international that did not contribute significantly to the local economy. Over the years as the Ice Park grew and the user base grew, in numbers and financial standing, the Ice Park has increased in economic importance to the City of Ouray. For the last ten to fifteen years the Ice Park has developed into a primary driver of the City's winter economy.

Before the Ice Park and in its early years Ouray did not have much of a winter economy. As the winter economy increased, businesses became more profitable and consequently the cost of land and buildings increased. As many businesses changed hands the price and subsequent investment of the new owners went higher. Today many businesses would be hard pressed to cover their debt service if the Ice Park were to cease operations. Thus there is a significant desire both financially and emotionally from this segment of the community to see the Ice Park continue operations in a sustainable and predictable fashion.

There are also a number of people who make their winter living directly from the Ice Park. There are also a significant number of guides and related businesses who use the Ice Park directly with clients and as an additional amenity that draws more people to the area who are looking for winter recreational opportunities.

The Ice Park is a unique and special place with its own allure and many people have moved to the area to take advantage of its recreational and economic benefits. The groups of people who use the Ice Park include workers, guides, school groups, local community members, regional and national visitors, and international visitors. These groups have a vested interest in maintaining the special atmosphere of the Park. There is significant concern that changes in direction and timing would have an impact that could negatively affect the unique user experience.

Funding/Ownership

The Ice Park has been under operational control of Ouray Ice Park Inc., [OIPI] via agreement first with Ouray County then for most of its life with the City of Ouray. Funding for operation comes almost exclusively from donations, memberships and sponsorships. According to information released by OIPI 75% of the funding comes directly or indirectly in association with the annual Ice Festival. The Ice Festival is typically held in the latter half of January. This creates a situation whereby funds received in one year need to be saved to start operations for the next year until funds from the Festival are received.

The City either owns or controls, via lease, the property underlying the Park. The City owns the water rights that are used in the Park and allows use of the water through an agreement with OIPI. Otherwise the City has had a generally passive role in the Park and its operations.

As the use of the Ice Park has increased there are more people in the City in winter and there may be an increase in lodging facilities. This creates an increase in municipal water use and may subsequently diminish water available for the Park. Increase in Ice Park use also creates crowding especially on weekends that diminishes the user experience. This then leads to negative feedback to the business community. This then leads to complaints and /or demands on the City Council.

Communication

When things are going well there are few complaints and conflicts. However when things do not go well as in the winters of 2015/2016 and 2016/2017 due to lack of water and an unusually warm winter then conflict, fault finding, emotional distress, distrust and general dissatisfaction become the overriding focus. This tremendous amount of energy would be put to more constructive and beneficial use if all parties had

overall factual knowledge of the organizational powers, responsibilities, constraints and general knowledge of the entities involved in the Ice Park and its operations.

Generally most businesses do not have an in depth understanding of the operational and financial requirements needed to create and operate the Ice Park. Likewise they do not generally have an in depth knowledge of the multitudes of responsibilities that the City government must address. They also do not have complete knowledge of the statutory constraints placed on governments.

Ice Park personnel including operations and Board members generally don't have an in depth understanding of City government responsibilities and constraints.

Most involved in City government including staff and elected officials don't have an in depth understanding of the Ice Park's operational and financial requirements.

It is normal for people to make suggestions and offer solutions based on what they know. When these suggestions meet resistance and are not implemented people become frustrated and whatever communication existed breaks down. Given the past growth trends and assuming they continue all the negative factors associated with the lack of knowledgeable communication are likely to continue and increase in intensity.

There needs to be a system of concise knowledge-based communication so that all parties can make effective beneficial contributions to the continued operation of the Ice Park that everyone has agreed is of significant importance to all parties.

Moving forward

The City will most likely have to increase its participation and investment in the Ice Park beyond its current passive involvement. The City and OIPI or whatever entity operates the Park need to treat the relationship as more of a partnership than an adversarial relationship.

Any operating agreement needs to have clearly defined, reasonable responsibilities and expectations based on factual knowledge of entities desires, authorities and constraints.

Cautionary Notes

The Ice Park Sustainability Committee [IPSC] has spent hours discussing what the future operational model/entity should be. While the Committee was not able to come to a consensus on the long-term operating model, the Committee did agree to a short-term operating model, The Committee was aware that a mediation process was scheduled for talks between the City and OIPI. The Committee felt that exploring a long term operational model would yield more meaningful results after that process was completed. The Committee is willing to reconvene after mediation to further discuss recommendations. Furthermore, the Committee felt that they lacked necessary information to make informed decisions, resulting in the recommendation for a long-term planning and data collection process.

As a whole, no drastic changes should be made without supporting or justifying data.

Recommendations/Thoughts

The following are the recommendations reached by consensus of the OIPSC for the City's consideration.

Recommendations

General Recommendations:

1. The recommendations are based on the Committee's perception of available information that it has reviewed. If City wishes, and upon instruction, the IPSC can be reconvened to discuss long-term options.
2. The Committee recommends that a long range planning effort be undertaken. The Committee recommends that this effort involve staff-to-staff, Elected Officials / Board Members and other stakeholders.
 - a. Any planning efforts need to take into consideration capacities, capabilities of physical assets and staff. The capacity study should precede the long range planning process in order to effectively inform the long-range planning efforts.
 - b. May require revenue source from both entities.
3. The Committee recommends that long-term control or ownership acquisition of the Ice Park properties be undertaken by the City.
4. The Committee recommends that a comprehensive user registration system be researched. Data collected would be very helpful in determining capacity, habits, direct marketing and fundraising.
5. Current donation methods could be enhanced (i.e. donation dropboxes in the Park)
6. As a whole, no drastic changes should be made during the transition period without supporting or justifying data.

Operating Model:

1. The Committee recommends that the current operational model should be the short term model, with modifications as described. Short term is defined as the length of time the City and OIPI determine is needed for mediation, contract negotiations, and transition implementation. The Operating agreement should be authorized for that amount of time (approximately 2-5 years). Any transition should be respectful of the task to be completed. No significant changes should be made without supporting data. The model is as depicted in Exhibit 1.
 - *Note: the other models (Hybrid and OIPI Suggested Model in Summer 2017) are provided to Council with the caveat that the Committee's consensus was that these models were not desirable for the short term operational model. (See Exhibit 1)*
2. The operating model should allow for increased communication to the public about the Ice Park from the Board and Council.
 - Create avenues for public input.
3. The operating model should allow for the development of pertinent data gathering processes:
 - Clear and transparent information gathering and data sharing (i.e. improved information gathering and sharing regarding sponsors, members, and local business partners and the associated effects of long-term operational management changes.)
 - Information on who uses, how it happens, what it takes, needs to be available to the City and public.
4. Establish an Ambassador Program (City and OIPI collaboration)
 - May be an element of data collection as a part of job duties.
5. See attached "Items to Be Addressed in the Operating Agreement" (*Exhibit 2*)

Water:

- *Note: These recommendations reference Wright Water Engineers (WWE) "City of Ouray – Raw Water Pipeline Conceptual Alternatives and Costs" Report (Exhibit 3)*

1. Short Term Recommendation 1: Manage Mineral Farms and City of Ouray potable water usage more efficiently, including distribution system leak repair. Alternative 3 is also considered a cost-effective short-term solution which could help maximize the City's existing water supply.
 - Concurrently, repairs to the South Reservoir should be pursued. This includes, but is not limited to: addressing leaks, and creation and implementation of proper distribution system.
2. Short/Medium Term Recommendation 2: Solicit engineering costs for both WWE Alternatives 1 and 2. The information should be analyzed by the City to determine long-term sustainability based on cost and available resources for the use and benefit of all stakeholders.

Facilities & Grounds:

- **Restrooms**

The Committee agreed that permanent bathroom facilities should be developed and improvements to current seasonal toilets should be made. Where feasible, strategic partnerships with organizations like the American Alpine Club and Mountain Rescue should be pursued; grant opportunities like GOCO, could also be utilized. Revenue sources may need to be developed to create and support the facilities.

- **Trash**

The Committee agreed that permanent, bear-proof trash cans be used in high-traffic areas. If permanent bathroom facilities are developed, the cans could be located in the same area. The current practice of pack-in, pack-out should be continued.

- City staff would need to manage collection of the containers in the non-winter months.

- **Parking**

The Committee agreed that the following recommendations be researched and considered for implementation:

- Develop parking area off County Road 361, through the dam road on top of the Kid's Wall Climbing Area. Funds from grant sources, as well as other partnerships could be pursued for the construction. Paid parking could be used to fund the project, as well as the ambassador program and a dedicated parking manager. If this option was pursued, it is recommended that other parking areas (i.e. County Road or CDOT horseshoe parking areas) be closed, or could be used if the Park was expanded. (**see note*)
- Widen the County Road at Sutton Mine Trailhead (would require coordination with County and USFS)
- Utilize existing parking lot at Box Canyon Park. One-way traffic and narrow road concerns would need to be addressed. Paid parking and parking attendant could be utilized. If this option was pursued, it is recommended that other parking areas (i.e. County Road or CDOT horseshoe parking areas) be closed, or could be used if the Park was expanded. (**see note*)
- Develop parking area near the old dump, near the southern-end of the Park. Ownership would need to be determined; coordination with Eric Jacobson would be necessary. (**see note*)
- Increased organization/maximization of current parking.
- Paid parking on County Road or CDOT property would require coordination and agreement with the pertinent jurisdictions.

**Note: it was agreed upon by the Committee that if both the CDOT horseshoe and County Road parking areas were full, the Park was at capacity. Creating additional parking areas without closing exiting areas would further the overcrowding issue of the Park.*

- **Shuttle service**

The Committee agreed that the following recommendations be researched and considered for implementation:

- City should solicit a request for proposal (RFP) for the provision of a shuttle service on the weekends, and optional weekday use. The service should be done on a trial basis.
- The route should replicate the route used during Ice Fest.
- If a fee is charged for parking, the shuttle service should be coordinated with parking to ensure viability for both revenue sources.
- Shuttle service could be a free service performed by volunteers who work for tips.
 - Concerns of reliability and accountability.
- **Entrance and Area Specific Signage**
- The Committee recommends that wayfinding plan and cohesive signage be developed and implemented as a part of the Ice Park long-range planning effort. In order to accomplish this, the Committee suggests that strategic partnerships with colleges, universities, DOLA, State Office of Recreation, and other organizations be utilized. In addition, an entrance sign should be considered for implementation.
- The Committee recommends that the following short term recommendations be implemented working with the City, County and OIPI:
 - Improved signage and wayfinding in and around the Powder House area; improved directional signs leading to Box Canyon Park.
 - Move the County Road 361 / Yankee Boy Basin sign farther up the road to mitigate confusion with the Box Canyon Park Road.

Facility Use:

- **General Recommendations:**
 - The Committee understands and agrees that this is a large, complex issue. The Committee recommends that a committee of experts and stakeholders be convened to offer opinions and recommendations specific to use by the various user groups (instructed/educational, commercial, and recreational). To that end, the Committee recommends the following:
 - Design and conduct capacity analysis to identify total capacity for all user groups.
 - Design and conduct visitor use study to collect data on total visitor use, percentage of use by all user groups and patterns of use in the Park.
 - All uses must be equitable and balanced;
 - Must appeal to the mission of the Park as determined by the long range planning effort.
 - To the degree possible, terrain and route restrictions should apply equally to all users.
- **Educational & Non Profit Group Use**
- The Committee recommends that the rules and regulations of the Concessionaire Agreement be utilized for all commercial groups, including instructed/educational groups.
 - A separate pool of user days should be established for instructed/educational group use.
- Group use (commercial and instructed/educational) should be limited on weekends and other high impact times. To offset weekend reductions, additional days should be allowed for use mid-week, depending on capacity.

- **Commercial Use – Concessionaire & SGS’s**
 - The system by which commercial use is calculated should change from service days to user days, to enable commercial use to be tracked, and analyzed, in a manner equivalent with recreational use.
 - Commercial use should continue at a ratio of 25% of total use of the facility.
- **Recreational Users**
 - In order to encourage compliance with rules and regulations, as well as to endeavor to track recreational use of the Park, the Committee recommends the following:
 - Increased public outreach of the rules and regulations through the Ambassador program (increase hours to full-time), and through local businesses.
 - Development of an Ice Park App or voluntary registration and utilization of Ambassadors to track recreational users.
- **Ice Festival**
 - The Committee agrees that the Ice Festival currently works well; however, user experience should continue to be tracked and assessed and adjusted accordingly.
 - Things that could be considered:
 - Potential of making Ice Fest longer, to allow more user groups (geographical, age, skill level) participation.
 - Encourage public transparency on services needed for Ice Fest;
 - OIPI consider hosting meetings or survey local community stakeholders for input.

Risk Management:

The Committee recommends that OIPI form a group of experts, in collaboration with the City, to develop and incorporate safety standards and regulations to achieve best practices. The goal is to protect users and workers, while minimizing cost and maximizing safety. The group should include local climbing experts, OSHA experts, AMGA experts, Rigging for Rescue, third party risk management consultant.

- The Committee recommends that pertinent industry standards be adopted and followed with documentation, logs, and reports.
- The Committee feels that this is critically important and to the degree that OIPI is unable to achieve convening of this Committee, the City should undertake the obligation.
- **Safety:**
 - The Committee recommends that basic first aid kits and “what to do in case of emergency” safety instructions be available in the Park.
 - Signage detailing what to do in case of emergency; could also be utilized to inform users that ice climbing is inherently a dangerous sport. Users are ultimately responsible for their actions.
- **Technical Advisory Committee:**
 - If needed, the Committee recommends the Technical Advisory Committee be reconvened.
 - The Committee recommends that the City maintain a network of people in the community that have knowledge if something should happen.

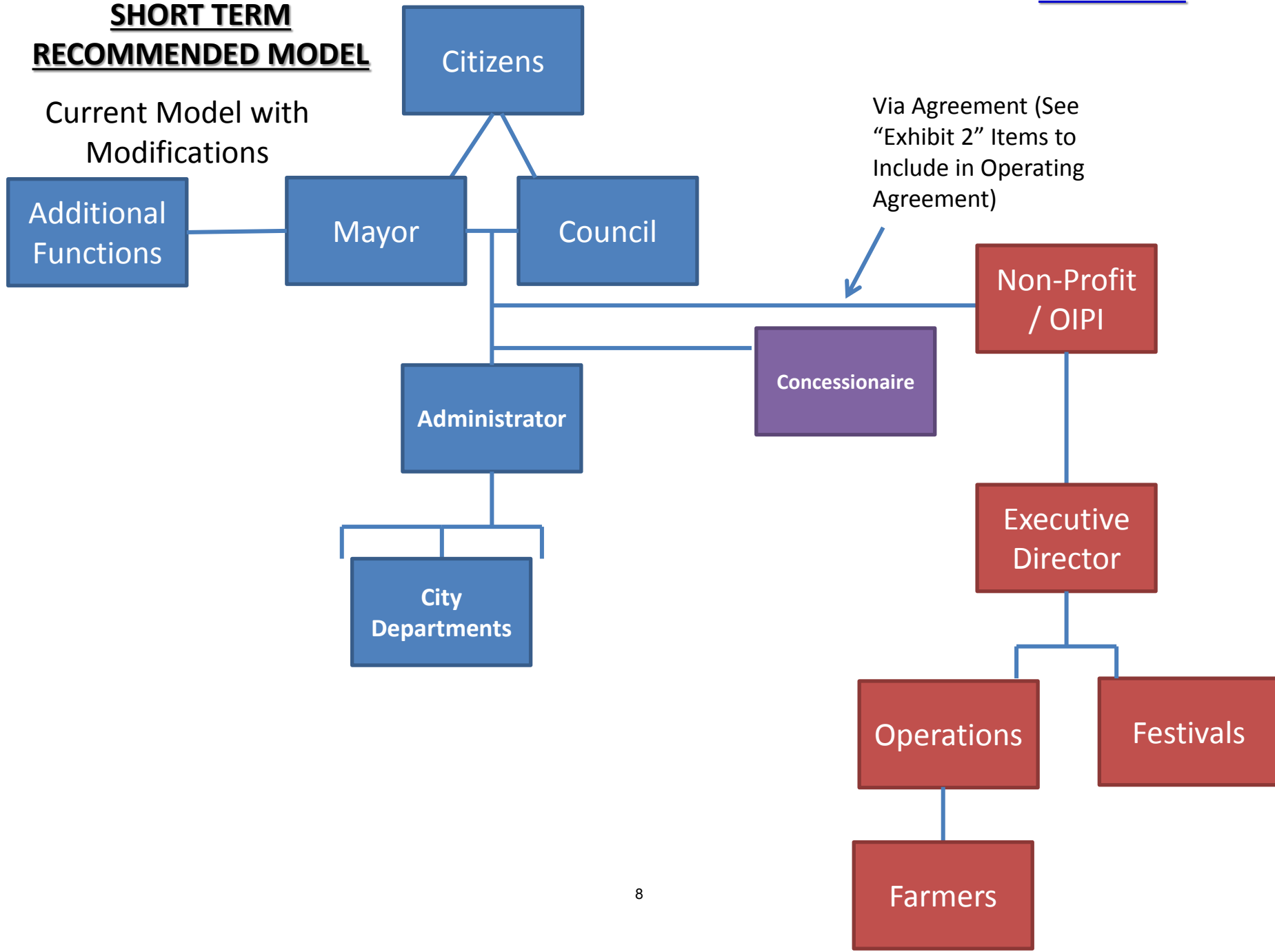
Funding:

- Ranking System:**
- 1) Best Value for the Park**
 - 2) Next Best Value for the Park**
 - 3) Not a Good Value for the Park**

Funding Source	Classification
Donations	1
Sponsorships	1
Passive User Fees (increased signage; donation boxes)	1
Pay for Parking	1
Concessionaire (guiding services) (current guides paying to operate w/in park)	1
Fees for Non-Commercial Groups (6 or more not regulated under concessionaire agreement)	1
Media	1
Festivals/Events (Not Ice Fest)	1
Sale of Merchandise	1
Food Vendors	1
Shuttle (summer and winter)	2
Endowment	2
Mandatory User Fees (everyday use, needs more study) Pay to Play	2
Naming Rights	2
Grants (capital improvements)	2
Taxes (Sales, Property, LOT, Rec District)	3
Charging for reservations for specific areas (limited) of the park	3
Raffle	3
Recreational Facilities Memberships (pool, gym, ice park)	3

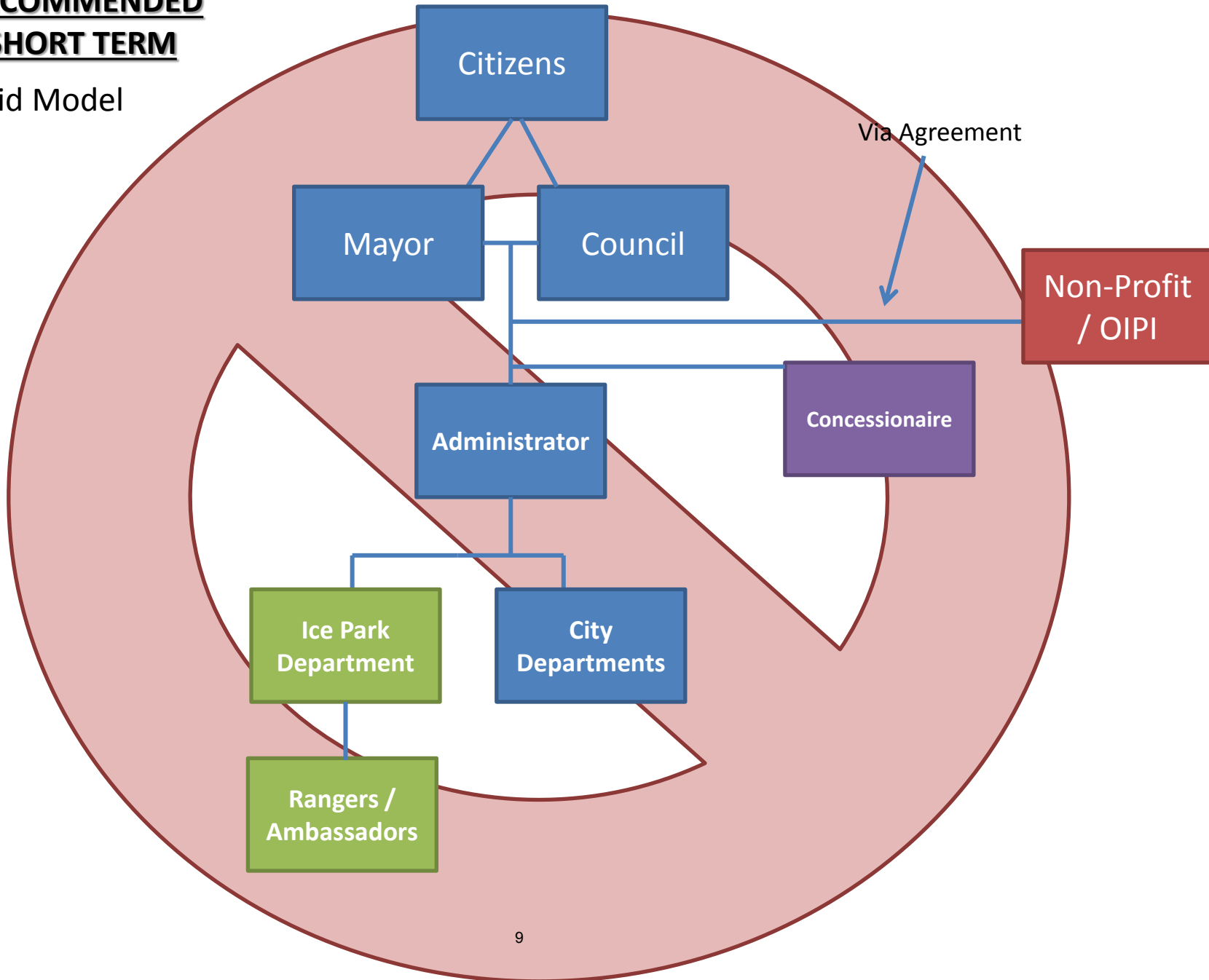
**SHORT TERM
RECOMMENDED MODEL**

Current Model with
Modifications



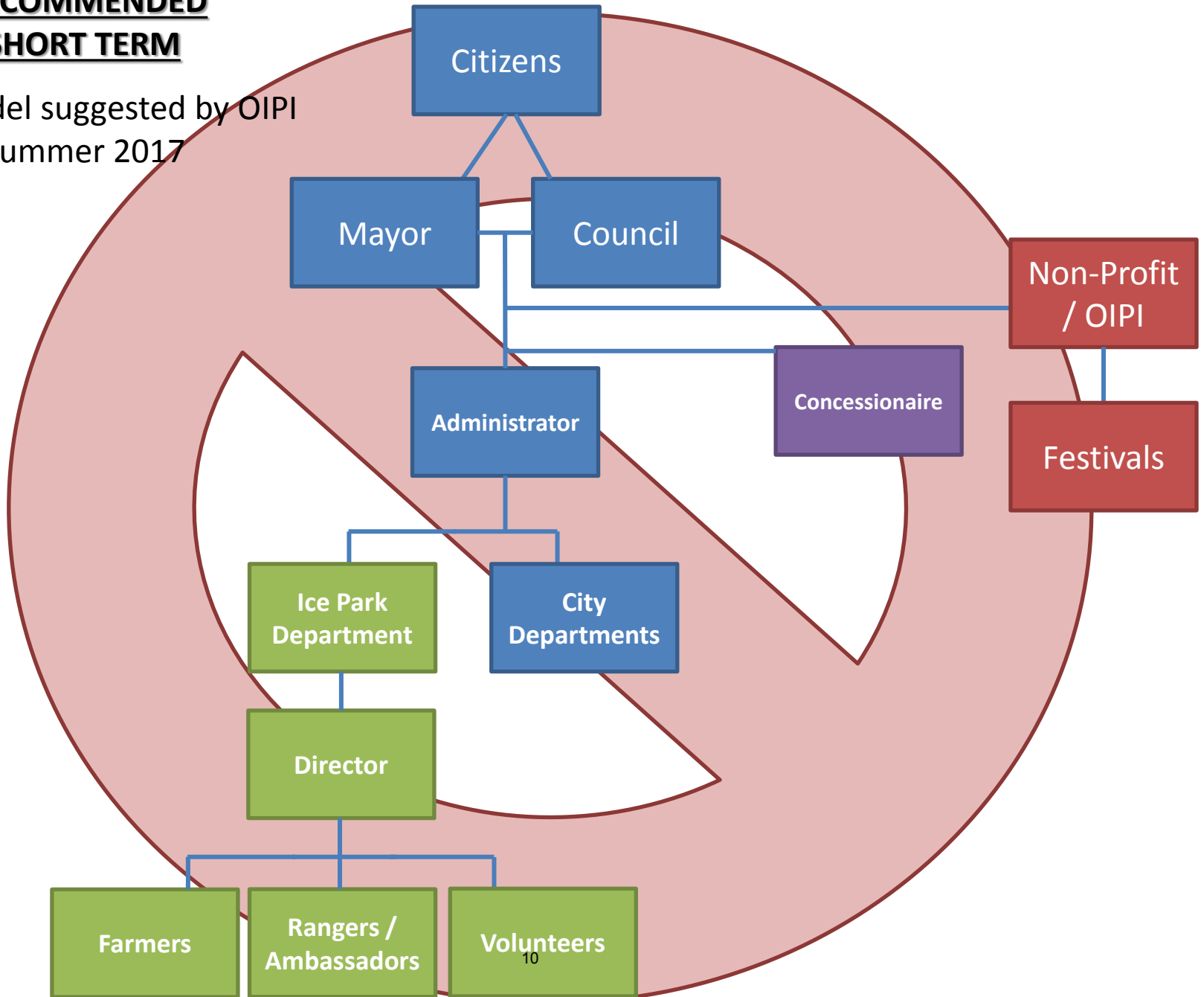
NOT RECOMMENDED
FOR SHORT TERM

Hybrid Model



NOT RECOMMENDED
FOR SHORT TERM

OIPI Model suggested by OIPI
Summer 2017



ITEMS TO BE ADDRESSED IN OPERATING AGREEMENT - Current Model with Modifications

- Continue operations as per 2012-2016 agreement, with modifications (i.e. time limits):
- Provide water pursuant to current water agreement.
- Provide traffic and parking control as needed.
- Work with the current OIPI Board to define common short and long term goals.
 - Happens on an annual basis.
- Develop operations manual to include overall and specific (i.e. how to make ice)
- Allow greater participation and communication between the City and OIPI regarding OIPI Board Membership:
 - Some Examples may be:
 - Increase Board membership to 9 members, allowing the City to select 2 members.
 - Liaison/ex-officio (previously Council member and Community Development Coordinator)
 - Ensure that OIPI represents stakeholder groups
 - Need for basic Board membership criterion
 - Need opportunity for citizen input via City Liaison/ex-officio member.
- Establishment of a management system for instructed/educational groups that are equivalent to the existing system used for guide services.
- Continue and expand reporting and communication on season, capacity, and capital improvements.
- Determine elements of medium and long term sustainable model.



August 29, 2017

Via email: perryj@ci.ouray.co.us

Justin Perry
City of Ouray
P.O. Box 468
Ouray, CO 81427

***- DRAFT -
FOR REVIEW AND COMMENT***

Re: City of Ouray – Raw Water Pipeline Conceptual Alternatives and Costs

Dear Mr. Perry,

Wright Water Engineers, Inc. (WWE) is pleased to provide this technical letter report summarizing three potential alternatives to supply the Ouray Ice Park (Ice Park), the hydropower plant, and hot springs with a raw water supply. The alternatives evaluated were as follows:

1. Construction of an infiltration gallery in Canyon Creek and an associated raw water pipeline along the existing Weehawken pipeline to the existing Mineral Farms connection to the Weehawken pipeline (Mineral Farms Pump-house). Alternative 1 is considered to be a long term more permanent solution to meet the City’s raw water needs.
2. Construction of an intake structure in Oak Creek and an associated raw water pipeline which ties into the exiting City Hydropower Pipeline (BIOTA pipeline). Alternative 2 is considered to be a cost-effective short-term solution which could meet the City’s immediate raw water needs and be designed and constructed in time for the 2017-2018 Ice Park season.
3. Manage Mineral Farms and City of Ouray potable water usage more efficiently, including distribution system leak repair. Alternative 3 is also considered a cost-effective short-term solution which could help maximize the City’s existing water supply.

The remainder of this letter provides a summary of the assumptions and preliminary calculations used to develop the conceptual design approaches and associated construction cost estimates for each alternative.

RAW WATER DEMANDS SUMMARY

There are three primary raw water demands within the City of Ouray (the City): 1) the Ice Park, 2) the hydropower plant, and 3) the hot springs. Based on the data provided by the City, the Ice Park runs water from about 5 pm to 7 am starting in late November and continuing through February. At full buildout the Ice Park may require delivery of up to approximately 1 cfs during

**Ouray Ice Park Sustainability Committee
November 21, 2017 6:00PM, Ouray Community Center**

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Bill Leo; and Matt Wade; Facilitator Don Batchelder; Councilmember Dawn Glanc; and Hannah Hollenbeck, Scribe. Those Committee members not present for the session were: Sam Rushing; John Wood; Heidi Pankow, and Kevin Koprek.

1. 6:02 Welcome and Opening Remarks from City

Glanc welcomed the committee and members of the public. She requested that the Committee and audience treat one another with respect and value all contributions. Glanc explained that the purpose of the Committee was to serve as an advisory committee to City Council and that some suggestions may not be feasible. Glanc continued to state that she was serving on the Committee in her capacity as a City Council member. She stated that she owned a business that operated 27 days annually within the Ice Park; she stated that when the discussions began about commercial use and guiding, she would still participate in the meetings. It was her opinion that she would be behind in the discussions if she recused herself from the conversations. Glanc urged the Committee to think big; she said that the Ice Park was a community asset that needed a solid foundation and that the Committee would be integral in guiding the process for short and long term goals.

2. 6:05 Introduction of Steering Committee Members and support staff

The Committee members provided brief introductions.

Batchelder explained his role as the facilitator. He also explained the parameters of the Open Meetings and Records law. He urged the committee members from participating in ex parte communications and to limit communications to the properly noticed committee meetings.

Batchelder understood the topics pertaining to the Ice Park involved passionate arguments; however he urged that all committee members and audience participants maintain civility in order to avoid polarization. He recommended that disagreements be used as an opportunity to solve problems, not to win battles.

2. 6:18 Presentation of Task List from City

Batchelder said that the purpose of the document was to help the Committee frame suggestions for sustainable goals and short and long term recommendations.

Batchelder invited Leo to provide a brief history of the Ice Park operations.

Leo, who also serves as an Ice Park Board member, stated that the City owned the majority of the land the Ice Park operated on, and ultimately had operational control of the Park. He explained that the City entered into an agreement with the Ice Park for operation. That agreement would expire in May 2018. In addition, the City also had an agreement with San Juan Mountain Guides for a concessionaire's agreement, which administered all of the commercial guiding activities within the Park. In 2015 the Ice Park Board experienced an almost complete turnover due to several factors: mainly, the amount of negative feedback from users blaming the Board and its employees for the conditions as the result of lack of water and warm weather. At the point that a new Board was established, it was agreed that the current operating structure (i.e. all volunteer board, and minimal staff) was not sustainable. The Board determined that the City was the most well equipped entity to take over the operational structure. In negotiations with the City, the Ice Park Board needed some assurances regarding the provision of water, and assistance with the issue of overcrowding in the Park. He added that the concessionaire's agreement was also a point of discussion. Leo said that the Board felt that the having all agreements under the umbrella of the City would be best in terms of the Park's operations. Leo added that the Board and employees of the Park lacked the ability to enforce the Park's rules and regulations.

Batchelder asked how the land ownership of the Park was comprised: Leo explained that a private land owner, Eric Jacobson, the City and the County owned the land. Leo said that the Ice Park operated in the South Park and northern portions under an agreement with Jacobson held with the City. Batchelder suggested adding "*securing of lease ownership*" to the Long-Term Solutions objectives.

Batchelder asked Glanc what the City's preference for operational management was; Glanc explained that the City's position was that it would be best for all parties involved for the City to take over the operational management, and that the purpose of convening the Committee was to help finalize that recommendation. Batchelder asked if there was another possibly for a management agreement or entity. Glanc said that there were there were three options for consideration: first, the City took over operational management and the Ice Park facilitated the Ice Festival; second, the City solicited a request for proposal (RFP) for private, non-profit or other outside management; or third, the Park continued to be run by the Ice Park non-profit and volunteer Board.

Wade asked if further investigation was needed for the option of the City overseeing operations and the non-profit overseeing the Ice Festival and fundraising efforts.

Batchelder asked how the Ice Park was currently funded, and how funding would work if the City took over the operational aspect. Leo said that the Ice Park was currently funded by memberships, sponsorships and the Ice Festival. Leo said that the Board would likely turn into a "Friends of the Ice Park" entity and become the funding entity for capital improvements or other needs. The funds collected from the Festival would not necessarily go to the City. Glanc agreed.

Robertson asked how the funds would be incorporated into the City's budget. Glanc said that an enterprise fund would be developed, and not a part of the City's General Fund. Robertson asked how employees of the Park would be classified. Glanc said the operational employees (i.e. Ice Farmers) would be employees of the City. The

employees that administered the Ice Festival would not be City employees, but would remain under the Ice Park administration.

Nergui asked if all three options for management were being considered, or if the Committee was only considering the first option. Glanc said that it was a part of the Committee's discussion to recommend an option.

Nergui said that it would be helpful to have a general understanding of the Ice Park's operational budget. Glanc agreed, but clarified that the Committee was not responsible for developing a budget for the Park.

Berwanger asked if the operational positions would be part-or-full time positions. He noted that it was incredibly difficult to recruit and retain qualified part-time employees. Glanc agreed and said that there was a potential for a full-time parks position; she added that the Council understood developing full-time positions that contained benefits and attracted and retained good candidates.

Robertson asked how revenues garnered from Ice Park memberships would be used, if the City took over management. Glanc said that it was her hope that the revenues would be directed back into the Park.

The Committee agreed to request budget and financial information from the Ice Park, to the degree that the entity was willing to share it. Leo estimated that the Park operated on \$60,000-\$80,000 annually with 30% deriving from local business partnerships and 70% from Festival revenues. Leo said that a full-time staff was needed in order to properly manage the Park, and at present, the asset was woefully underfunded. Leo said that Park rules and regulations needed enforcement and that upgrades were needed to aging infrastructure.

Dan Chehayl, Ouray Ice Park Executive Director, corrected Leo's estimate of the operating budget: he said that \$200,000 was a better estimate. He would provide the financial information at a subsequent Committee meeting.

Batchelder asked if there were any concerns about the City taking over operations, leaving the Festival and fundraising to the non-profit or another entity. Tyler, who also serves as Ice Park Manager, was concerned; he said that the City had no staff, experience, or funds to operate the Park. He said that the Park's operations were handed down through on the job training. He said that he had conversations earlier in the year with Interim City Administrator Justin Perry, who had indicated that the City was not prepared to take over operations of the Park. Leo agreed and said that if the City was to take over the Park, they would likely elect to put out a RFP. He said that the current operation and administration of the Park was not a failure, as it had worked very well for the past 23 years. He said that the organizational structure was working, but that it was not sustainable to ask volunteers to run the Park into the future.

Batchelder asked for clarity regarding the use of the Park; he asked if the current usage of the park had outgrown the capability and asset availability of the structure. Leo agreed.

Wolfe asked if it was the Board's goal for the City to take over operational management of the Park. Leo said that it was.

Leo said that overcrowding was not the main concern. He said that the Board was frustrated with the water issue, in addition to codification and rule enforcement, and that the issues were not going to be mitigated by simply switching the management agency.

Robertson said that the Board was frustrated with the responsibility to provide a certain experience, but lacked the ability to control the infrastructure (i.e. water availability).

Batchelder suggested that the Committee address some of the other objective priorities and let the conclusions drawn from that guide which of the three options to recommend. Glanc asked the Committee to consider which of the three options afforded citizens the greatest level of control and input. She said that the City was the best entity to take over management of the operation as the Park was a citizen's resource.

Nate Disser, San Juan Mountain guides, clarified an earlier statement by Batchelder; he said that the Park had actually decreased in size, and that demand for use had increased. He said that the park was challenged in the past three years to maintain its historic terrain due to water shortages, land ownership, and warm weather trends. Disser said that the Ice Park staff had made some improvements and changes to the infrastructure the help stave off further loss of climbing areas. Disser recommended that the Committee gain a better understanding of the Park's operations before it settled on the RFP option. He said that the poor conditions and lack of water over the past two years were the two main reasons for the current situation. Disser suggested that he provide a briefing at a future meeting regarding what guides were responsible for doing while in the Park.

Glanc requested that the Ice Park provide information regarding employee's workers compensation insurance.

Leo said that there was a need to establish data on the various aspects of the Park, including number of routes, user groups, guides, and day users. He said that the data would help drive conclusions and new policies. Glanc asked if the annual user reports from San Juan Mountain Guides would include some of the data. Disser said that it would; he explained a new system of tracking where user groups were would be tested that winter. Disser added that he did not think that the guides were the issue. He said that the non-sanctioned, private groups could be problematic and contributed to the overcrowding issue. Disser asked how uniform regulations could be applied and enforced.

Tyler agreed that the guiders were a huge asset and thought that they could be integral in data collection. He said that the Ice Farmers and the guiding community had discussed having periodic check-ins. Tyler said that if the Ice Farmers knew when the guide services had the greatest demand, they could be better prepared to manage crowding.

Patrick Ormond asked if greater public outreach and education was possible. Glanc said that a possible option was to use interns to help enforce rules and act as rangers.

Wade suggested that a base level capacity study be conducted prior to data collection. He said that the study could be used to drive user allocation by percentages.

Batchelder suggested that the Committee keep these ideas in mind as they moved through the task list.

Nergui asked if the original purpose of the Kids' Wall was to allow younger users and families to learn to ice climb. She asked if the original conception of the Kids' Wall could be researched.

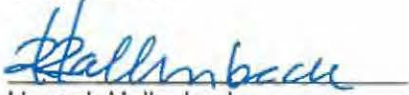
Berwanger explained that he had donated time and material earlier in the fall to help with the sealing of the Old City Reservoir in order for the Ice Park to use it as an alternate water source for the 2017-2018 winter season.

Wade asked how the recommendations were going to get accomplished. He suggested that the Committee first look at what the management entity was going to look like. Leo agreed.

The Committee continued to discuss additional objectives/guidelines, and determined prioritization.

The Committee adjourned the meeting at 8:04PM

Submitted by:



Hannah Hollenbeck

Approved on: *Nov. 28, 2017*

Ouray Ice Park Sustainability Committee

November 28, 2017 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Bill Leo; Heidi Pankow, Matt Wade; John Wood, and Kevin Koprek; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Those Committee members not present for the session were: Sam Rushing.

A. 6:03PM Ouray Ice Park, Inc. 2017-2018 Season Update:

Glanc requested that Batchelder provide a refresher of the Open Meetings Law. Batchelder reminded Committee members that ex parte communications could constitute a violation of the open meeting laws. Batchelder said that any communication, including written forms, with three or more committee members could constitute an illegal meeting and would potentially expose the City to investigation and subsequent legal action.

Tyler provided an update of Ice Park activities. He said that water had been running since November 1st in anticipation of colder weather. Tyler said that the system was running at 130 gallons of water per minute. He explained that the phase was called saturation; the phase attempted to saturate the canyon walls with water in order to facilitate faster freezing when temperatures did drop. Tyler said that the Ice Park currently had 750 gallons per minute available from the City water tank to use; at this time last year, staff only had 250 gallons per minute. Tyler said that as long as there were no unexpected water leaks in the City's system, the water supply was the best they had had in several years.

Tyler continued to state that the "de-veg" stage was nearly completed. Through the help of volunteer days with local guide shops San Juan Mountain Guides and Peak Mountain Guides, crews had removed vegetation and other material from the canyon walls.

Tyler said that the Ice Farmers had worked with Berwanger to complete improvements to the Old City Reservoir and would be using the water to build ice on the north end of the Park. He said that the Reservoir would capture overflow water that would otherwise go unused and partially untether the Park from being solely dependent upon the City water supply. He said that staff had worked with an engineer and Berwanger, who was a sealant specialist, to complete the project.

Other projects included water line repair; beetle kill tree mitigation; tower work; and improved access to the School Room and Fingers climb areas. Tyler said that he hoped the improved access would help mitigate some of the crowding issues. Tyler continued to say that the Cowboy Up and Scottish Gullies walls had been reassembled. Tyler said that crews were using chains in order to aid the development of ice columns. He said that the chains would wick water and would create a pathway for the ice pillar to grow.

Tyler said that the Ice Farms had attended a Rigging for Rescue course, as had been Ice Park tradition for the past four years. He said that the course allowed for staff to safely and effectively. Tyler said that the safety of the Ice Farmers and staff was paramount.

Tyler said that the Park was ready to start building substantial ice once temperatures allowed. He anticipated a mid-December opening, if weather was favorable; however, safety for all users was the priority and the decision would not be made out of haste.

Nergui asked what the optimal ice building temperature was. Tyler said that it was generally between 10-15 degrees. He said that when temperatures dipped into the subzero range, ice building became unpredictable, given the flow rates from the sprinkler systems. He said that there was lots of math involved with the temperature and the PSI of the system. He said that anything over 28 degrees was too warm to build ice. Tyler was interested in seeing how the water from the Reservoir would behave as it would be colder than the water in the tank; he said that the water from the tank was typically a bit warmer as it was not exposed to outside air.

Glanc asked if she could put some additional volunteers in touch with OIPI staff. Tyler welcomed any additional help. Glanc requested that Tyler provide the update to City Council.

Berwanger asked when the last time the Reservoir was used for ice building. Dan Chehayl, OIPI Executive Director, said that it was over ten years ago.

B. 6:15PM Consideration of November 21, 2017 Minutes:

No comments.

C. 6:20PM Discussion of Topic 1 of Objectives / Guidelines:

- 1) Long – Mid – Short Term
 - a. Organizational Structure
 - i. Employee qualifications
 - ii. Funding component
 - b. Management Entity
 - c. City/Private partnership
 - d. Expansion Opportunities (i.e. Cliffs Area)
 - e. Securing lease ownership

Wood thought that list needed to be flipped: he said that it was simpler to figure out what was currently there, and what could be done from that point.

Nergui said that the Committee had decided that they would just go through the list and that some things would needed to be revisited.

Tyler stated that there was a conflict based upon the forgone conclusion that the City was going to take over operations of the Park. He said that the conflict needed to be addressed as there were other entities that were capable of taking over the operation. He said that request for proposal (RFP) option and continued management

by OIPI or another non-profit entity needed to be given serious consideration in order to make an informed decision. Without proper discussion, Tyler said that the effort of the Committee would be wasted.

Wood clarified that the property was currently owned by the City. Batchelder said that there were three owners of the property where the Ice Park operated: the City, Ouray County and Eric Jacobson.

Glanc asked if Wood was suggesting that the Committee begin by discussing the “*securing lease ownership*” objective. Katie Sickles, Interim City Administrator, asked if the ownership was a hang-up. Wood thought there could be some conflicts. Koprek said that there was a well-established plat depicting ownership and areas of the Ice Park.

Glanc said that the lease agreement between the City and Jacobson may come into question if OIPI was no longer the operational entity. Larson said that Jacobson had a lease under the Federal Energy Regulatory Commission (FERC) for the provision of water to the Hydroplant facility. Wood said that Jacobson could not obstruct the right for alternate accesses. Tyler said that the Ice Park could not function without impeding upon the penstock. Batchelder requested that Glanc begin a list of potential legal questions that may need to be sent to the City’s attorney. Larson said that the City held agreements with Jacobson and the County for access to non-City property. She said that the terms of the agreement with Jacobson may change if OIPI was no longer the operator. Larson suggested that a long term lease agreement between the City and Jacobson be secured. Wood said that securing long term leases or ownership of the property was one of the first things that needed to be done.

Chehayl said that Jacobson had the right-of-way for water flow and infrastructure improvement; he added that OIPI had a good working relationship with Jacobson that went beyond merely contractual obligation. Wade stated that the process needed to move forward in a way that was in collaboration with Jacobson, and that he needed to be a part of the conversations.

Tyler pointed out that OIPI had a strong relationship with Jacobson, while the City had not always had a positive working relationship with him. He said that the Committee needed to look at these kinds of factors and consider which entity was the most well equipped to execute the ongoing operations of the Park.

Wolfe said that Jacobson’s had a conflict with the former City Administrator; she said that the City wanted to work on the relationship and was motivated to take over operations of the Ice Park. Nergui said that she believed the Park was a City-owned resource where all interests could be represented.

Tyler said that further exploration of the current operation was needed; he said that options of restructuring the Ice Park Board to include the City could be looked into. He did not think that everything about the Ice Park operations needed to be restructured. Nergui agreed with Tyler, but did not think that that option was being excluded from the choices. Nergui said that Leo’s previous statements indicated that the Ice Park Board was ready to move on from being the governing entity of the operation due to frustrations regarding enforcement and control over the provision of water. Leo disagreed: he said that Nergui was correct in the Board being frustrated about enforcement and the lack of control over water; however, the majority of the issues stemmed from not having a management structure. Leo said that it made the most sense for the Board to approach the City about taking over operations as they were the contracting entity for the concessionaire’s agreement and the lease agreements with Jacobson and the County. He said that the City was the best equipped to have all the right parts on the table to manage the park effectively, regardless of who was actually running the Park. Wood asked if that rationale was the reasoning behind the Board approaching the City in 2015. Leo said it was. He said that the current Board was comprised of community members that had the history and passion to maintain the operation of the Ice Park; however, it was a lot to ask for volunteers to continue to manage an entity that was so vital for the local economy. He said that the Board did not have the ability to train a new entity to operate the Park. He said that the Board employed a staff to operate the Park, but that the overarching organization was done by volunteers.

Batchelder reminded the group that the City had requested that the Committee offer recommendations on what they felt was the best management entity. He asked the Committee members to step back from having an “us versus them” attitude. He said that all of the points needed to be taken into consideration. Batchelder said that it was clear that one of the requirements for the management entity needed to have a degree of authority and control over aspects of the operation. He said that OIPI and its staff clearly had lots of experience and that the Park may fail if they were to pull out entirely. Tyler agreed; he said that a hybrid organization was the best. He did not think that neither OIPI nor the City needed to have exclusive management authority.

Wade asked if it was possible for a subcommittee to meet with Jacobson to discuss his take on the situation and solicit his opinion regarding future plans. Wood suggested that a letter be drafted from the Committee requesting that Jacobson attend a future meeting

Trisha Eischied agreed with Tyler’s earlier point that there was a presumption that the City was going to run the operations. Batchelder said that the Committee was merely an advisory group and could only make recommendations; it was the City’s position that it was best for them to take over operations of the Park. Eischied asked why the Committee was even bothering meeting if that was the presumed decision. Batchelder said that the City tasked the Committee with working through the various options and that nothing precluded the Committee from coming forward with a recommendation that the City not take over management operations.

Glanc agreed with Wade and Wood that Jacobson be invited to a future meeting. She said that if there were specific questions for the City Attorney regarding the lease and interaction with FERC they be sent from the Interim City Administrator. Batchelder asked if having the City Attorney present for the meeting with Jacobson would be helpful. Robertson was wary of having the Attorney present; he said that it turned the conversation into a different matter. Pankow suggested that the Committee invite Jacobson, not the City or OIPI. The Committee directed Hollenbeck to invite Jacobson to a future meeting and copy the Committee on the correspondence. Hollenbeck said that that agreement between the City and the County had recently been revised and expired in 2029.

Batchelder reminded the Committee that as they were thinking of short and long term options and recommendations, there was no guarantee for who would be on City Council, and there was no guarantee that volunteers would be willing to serve on the Ice Park Board.

Pankow asked the Committee to think about what kinds of qualifications a new entity would have to have. She said that there was obviously a need for the entity to have the authority to make decisions and to have the unique knowledge of what it would take to operate the Park. She encouraged the Committee to look at creating something from scratch to help capture the specific needs of the operating entity. Batchelder confirmed with Pankow that she was not advocating for setting up a new entity, but was looking at the management entity as a "blob," and determining the certain components that "blob" needed to have. Pankow agreed. She said that in order to determine the best management structure, the expertise and qualifications needed to be determined.

Tyler felt that OIPI already had the qualifications and expertise. He recognized that there were weaknesses currently; however, those concerns could be addressed. He said that OIPI was far ahead of the City in terms of knowledge, expertise and purpose. Batchelder asked if Tyler was suggesting that the Committee use OIPI as the model for the structure. Tyler said that for the transition period he was absolutely advocating for that. Aside from the OIPI Board currently being the weak link, the rest of the operation was functioning well. Tyler said that the sport had grown and that the Park had not declined. He said the entity was doing everything in their power to move in a positive direction.

Robertson said that the main hang up was that the capability resided in one entity and the control resided in another; ideally, a hybrid organization would be best, but that collaboration was going to take time and that the Committee needed to make recommendations to help the transition. Next, the Committee could figure out what the hybrid organization was going to look like. Wolfe agreed, but disagreed with Tyler that there had not been a decline in the Park in the past few years. Glanc said that the purpose of these meetings was not to attack one side or another. She said that the Committee heard and recognized the knowledge and passion that OIPI had and that the Board felt a lack of control. Glanc said that she had a hard time understanding how there was a feeling of lack of control and asked for further clarification. She suggested that the Committee develop a pro/con list for each of the three entity options.

Wood asked if it was the intent of the City to establish a Parks and Recreation Department within the City. Glanc said that it was.

Berwanger asked Wolfe for clarification regarding her statement that the Park had declined. Wolfe said that there was vast knowledge and that the different sides were not pulling their abilities together. She said that Park did not offer the routes it had historically, and that it led to overcrowding. She encouraged both sides to come together and to stop attacking one another. She added that OIPI was not the only entity capable of running the Park. Tyler said that he was not implying that the City was incapable of running the Park's operations. He questioned the City's capability to execute given their competing priorities.

Batchelder recommended that the Committee develop a pro / con list for each of the three entities. He said that the managing entity needed to have a degree of control that it did not currently have. Wood added that enforcement and regulations were also beyond the current control of OIPI. Batchelder said that there were also concerns about accountability. He said that a path for finding out information and making complaints or changes needed to be clear to users. Wade suggested that instead of a pro / con list, the Committee engage in a brainstorming activity that identified assets, qualities and capabilities of each option. He said that it would enable the Committee to look view the options in a more neutral manner without inserting too many emotions. Wood added that a timeline was needed. Batchelder agreed with both Wade and Wood. He said that the Management Agreement between the City and OIPI expired in May 2018 and that City Council needed some time prior to that to consider the Committee's recommendation.

Michael O'Donnell thought that the asset, quality and capability brainstorming activity was key. He suggested that the Committee members take time to consider the worksheet and discuss it at the next meeting.

Eischied thought that the activity still divided the group. Wood said that the activity corresponded with Pankow's earlier statement about determining capabilities by breaking down the tasks of the Park and letting whoever was best qualified to take over management rise to the top based on their abilities and qualifications. Glanc brought up that the Committee kept returning to the question of who the best management entity was. She said that Committee could not move forward without first coming up with a general idea of the management entity. Tyler agreed.

Batchelder said the Committee would start with the brainstorm activity, then put together and distribute a draft prior to the next meeting.

[From this point forward, the group began a brainstorming session listing the assets, qualities and capabilities of each option. Glanc began writing the Committee's contributions on the whiteboard.]

Berwanger said that there were many unknowns under the RFP option. He said that it was safe to speculate that the option would bring higher capital and budget. Wolfe asked if the business would have complete control of the Park. Berwanger was not making a suggestion on the ownership or lease, as it depended upon the scope. Batchelder said that, ultimately, the City owned the property and that it would ensure a degree of accountability.

Wood said that if there was any sort of injury to Ice Park employees or users, the all of the land owners would likely be brought into a lawsuit. He said, fundamentally, the City owned the property and was the contracting entity; he asked what the basic framework the entity had to fit into to provide the largest revenue or best possible return to the City.

Larson said that the Committee could help develop the characteristics that could inform the RFP development. She said that the Committee needed to help determine those characteristics.

Robertson said that the City was going to have certain characteristics and OIPI was going to have others. He said that the RFP option was going to need to have the characteristics of both the City and OIPI.

Glanc suggested that each entity be labeled as something neutral. She suggested: "RFP;" "Non-Profit" and "City."

Pankow said that an asset of the City was control of water. She suggested that the non-profit be designated as a "recreational non-profit." Chehayl agreed but said that the entity should really be listed as "OIPI" as no other entity

had the operational knowledge to perform the tasks. Ultimately, the Committee settled upon the management entity options of "RFP"; "OIPI / Recreational Non-Profit"; and "City."

Batchelder said that, under state law, the only way an operation like the Park was tenable was if it was under the umbrella of a governmental entity to be covered by governmental immunity. Batchelder said that immunity would become endangered if the Park decided to start charging for use. Tyler said that in order for the Park to step into the next phase of its existence, it needed to start charging for use. He had heard anecdotally that if the Park began charging for use, the City would have to pay back Go Outdoors Colorado (GOCO) for the grant funds used to purchase the properties. Larson said that was not true; she said the concern was that if the Park started charging for use the governmental immunity protections were revoked.

Wade summed up the conversation by stating that a quality of the City was governmental immunity. Nergui said that another asset of the City was the Public Works and Police Departments, allowing them a degree of infrastructure and control.

Chehayl said that the City was subject to employee and Council turnover. Tyler agreed and added that OIPI had as strong sense of accountability and had a history of responding to input from users and members.

Pankow said that an asset of the recreational non-profit / OIPI was the strong relationship with existing sponsors, institutions, and industry leaders.

Wood said that a quality of the RFP option was contractually guaranteeing annual revenue to the City for operation of the Park. Batchelder asked if the City was contemplating the Ice Park as a direct revenue source. Larson said that was a piece of the discussions. Wood asked if the City was positioned to charge at the Ice Park in a similar manner that was done with the Hot Springs Pool. Berwanger said that it would be nearly impossible for a non-profit to charge for use. Wood said that the RFP option would guarantee income to the City through a contract. He said that the amount was irrelevant; the City would be receiving some sort of revenue.

Wade asked if Jacobson would lose the recreational status of his property if OIPI was no longer in the picture. Glanc would ask the City Attorney. Batchelder asked that Glanc ask the City Attorney if there was any way to protect that status if there as a change.

Robertson did not think that the Committee should make the forgone conclusion that there would be a revenue stream for the City as the result of selecting any of the operating entities. He said that if the Ice Park became viewed as a cash cow for the City, the soul of the Ice Park was lost. Wood clarified that he was simply suggesting it as a means to fund the future Parks and Recreation Department. He added that a version of the management agreement stipulated that OIPI would pay the City \$5,000. Glanc added that guides were charged to operate within the Park and that the revenue went to the City; she suggested that the Committee look at other ways for charging, not just charging individual users. Leo asked for more information regarding guides paying the City for operating within the Park. Glanc said that it was a voluntary fee paid by the guides. Wade agreed that the fees were voluntarily granted from operators to the City in support of the process.

Pankow said that a capability of the RFP and the recreational non-profits option was to run a successful Ice Festival. Glanc said that operation of the Park and administration of the Festival was two separate things. She said that at no point did the City want to put on the Ice Fest.

Pankow asked if the City's benefit structure could be included as an asset. She said that the City had an established structure for administering employee benefits. She thought it was an added burden for a non-profit to develop a human resources department. Chehayl said that OIPI employees were paid well and qualified for yearly raises. He said that the organization had retained the same group of farmers, more or less, for the past few years. Chehayl spoke to Wood's earlier point that OIPI would pay \$5,000 to the City under the terms of the Management Agreement; he said that the payment came with certain provisions, like guaranteeing a water allotment.

Batchelder suggested that the question of whether or not to charge be added as a separate item on the objective / goal list and be discussed at a future meeting.

Robertson said that a capability of the recreational non-profit / OIPI entity was operational expertise; he said that it was more than human capital, as having that specific knowledge was unique to the operation. Glanc said that the City had the ability to hire staff that could perform the job functions. Robertson asked if the City had a plan to establish capability in that case. Glanc said that the City had job descriptions for all of the operational positions at the Park. Tyler pointed out that the job descriptions were developed by OIPI. As an example, Glanc said that the Human Resources manager did not know how to operate a dozer; however she knew the criteria for finding an employee that could fit the requirements. Leo asked if OIPI or the City would be willing to share the job descriptions with the Committee. Larson said that the descriptions had not been formally approved by Council. Roberson said that he was merely saying that the expertise for operating Park resided with OIPI. He said that it was not an expertise typically found in a City staff. Batchelder said that the City could come up with qualifications, but instructing someone to perform that kind of skill set would be challenging. Glanc said that the City and the RFP options had the ability to hire staff. Berwanger said that the City could hire a staff, but the capability to effectively manage and execute the skill was something entirely different. Glanc agreed.

Nergui said that the Park currently had no operating manual. Berwanger said that the manual was being developed, but that there may be proprietary information included in the document. Nergui said that the continuity of operations should be added to list for each entity. She said that it was very important to ensure that everything was well documented.

Wood said that the Committee needed to present something to the Council that clearly defined the expectations and qualifications that needed to be met in order to effectively manage the Park; he said that the operations manual was an integral part of meeting that requirement. He said that the purpose was to create something that clearly spelled out the job, as well as deliverables in order to empower Council to determine if that entity was meeting the expectations or not. Wade agreed and thought that the worksheet was a start in capturing that. He agreed that the operational knowledge for operating the Park resided in OIPI, and that it needed to be an expectation for the other two entities. Wade added that in order for that knowledge to carry forward, OIPI needed to be comfortable carrying that information into another entity. He said that it was paramount for the continuity of the Park to bring the current operational knowledge forward.

Pankow said that OIPI staff had the support of the community and that they wanted staff to have good full-time jobs with benefits. She said that she did not want them to have to worry about their jobs being conditioned upon the agreement of a yearly contract. She said that it was not the intention to replace them, but instead was to develop a plan for long-term sustainability. Glanc agreed. She said that not many other people had the same capabilities. Chehayl said that Glanc and Pankow were presuming that the Ice Farmers wanted year-round, full-time jobs. He said that OIPI had done a good job of retaining a qualified and motivated staff, while also being respectful to employees' wishes to not work year-round or full-time. Pankow said that this process gave staff the ability to help craft what would make the job more appealing. She said that it was necessary to make the positions attractive to candidates to mitigate constant turnover. Batchelder said that the discussion fell under Objective 3(e) – Employee Management. He said that flexibility was the key to retaining the special kind of employees OIPI needed.

Tyler appreciated Pankow's points, but was ultimately concerned about how staff would interact and give opinions to City Council. Using an example, he said that the manager of the Hot Springs Pool had recently appeared before the City Council and recommended that they not purchase blankets for the Hot Springs, and despite ten other individuals at the meeting sharing the same opinion, Council authorized the purchase. Tyler said that he was wary of the operational tendencies of the City. Batchelder said that he was hearing Tyler speak to the decision making characteristics of each of the entity options. He said that the RFP option would offer a quicker, clearer decision making process, and the City option would be more subjective, and would likely take longer. The recreational non-profit / OIPI option would have a "medium" decision making speed that was still subject to Board approval. Katie Sickles, Interim City Administrator, said that the City also faced competing agendas, as well as political influences.

Wade said that OIPI currently maintained lots of different assets, like the infrastructure and intellectual property. The other two entities would need to acquire similar assets. Glanc said that the City had the first right of refusal. Eischied asked if the City would have to purchase the assets if OIPI was to dissolve. Larson said that the City had the right to take over certain assets if there was no longer an OIPI entity.

Glanc said that an asset of the City was a well-established reserve fund and institutional stability. Berwanger said that the other entities could have similar assets. He suggested that budget stability be added to the qualification column of each entity.

Chehayl objected to Glanc's interpretation of the phrases for each entity's assets, qualities and capabilities lists. He felt that the City had too much control in the development of the worksheet. Batchelder said that what was on the white board was merely a first draft and that it would continue to be developed and refined.

Batchelder said that he had heard from Committee members that the historical and cultural foundation of the Ice Park may not be able to be replicated by any other entity. Wade agreed and stated that whatever action was taken, it needed to retain the soul of the Park. Tyler agreed. He said that more ice climbing venues were being developed and the sport was growing. The increase in availability of other ice climbing parks spoke to the importance of ensuring the success of this process. Tyler said that the customer base did not want the Park to become commercialized and that it was important to stay true to the founding concepts.

Glanc reminded the Committee to look beyond the individuals' currently serving on Council and current employees and Board members of OIPI.

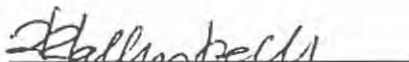
Tyler suggested that the Committee also take into consideration the City's history on project execution, specifically citing the Hot Springs Pool project. He said that the City had various competing projects and attentions while OIPI's sole focus was on operating the Park. Batchelder said the RFP option would also have the sole focus of operating the Park while the City was subject to bureaucratic and political competition.

Robertson said that the Ice Park staff was dedicated to continuing the tradition of the Park by passing down a kind of "tribal" knowledge. He said that it would be completely different under City management. Wood challenged Robertson's statement. He said that the operation currently resided under the whim of five Council members. He said that the use and continued operation of the Park was ultimately responsible to the City Council. He said that if the Ice Park was institutionalized under the City, it would take out the subjective nature of the Council members. Wood said that the Ice Park needed to be institutionalized under the government structure in order to protect its existence in perpetuity. Batchelder understood Wood's point, but said that what governments created, governments could make disappear. Wood said that some committees were established under the City's Municipal Code. He said that the City's Community Development Committee (CDC) was clearly defined under the Code and its existence was protected as a part of the government structure. Wood said that the same kind of establishment needed to happen with the Ice Park. He said that it should be included on the list for each entity to codify and mandate the Ice Park. Wade said that it was not an attribute, but that it should be added to the objectives list as a new item.

Batchelder requested that Glanc ask the City Attorney if there was some sort of special entity that could be formed within the City structure to codify and mandate the Ice Park. He said that it would need to establish a separate fund and be difficult for one individual Council person to influence.

8:32 The Committee adjourned the meeting.

Submitted by:


Hannah Hollenbeck

Approved on: Dec 12, 2017

Ouray Ice Park Sustainability Committee

December 12, 2017 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Frank Robertson; Dolgio Nergui; Betty Wolfe; Bill Leo; Matt Wade; John Wood; Sam Rushing; and Kevin Koprek; Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc, and Hannah Hollenbeck, Scribe. Those members not present for the session were: Steve Berwanger and Mayor Pam Larson.

6:00 PM Call to Order:

Batchelder presented an agreement that set the procedural and behavioral guidelines for Committee members. He said that no decisions had been made, and that the only entity that spoke for the City was the Council, not individual Council members. He said that Larson and Glanc served on the Committee as representatives and their individual opinions did not represent City Council. Batchelder further clarified that Council Members were not receiving additional compensation for their service on the Committee. He asked if any of the Committee members had an issue agreeing to the conditions in the agreement. There were no comments from Committee members.

Batchelder asked if there were any proposed additions or amendments to the Agreement. Koprek thought some of the language was misleading. He suggested that any reference to the Ice Park as a "commodity" be changed to "asset." The Committee agreed. Koprek was wary of any language that could begin influencing policy. Koprek continued to say that the first two meetings and the overall process appeared to be attempting to solve a problem. He did not think that some of the sources fully understood the problems. Koprek said that the Committee's processes should be focused on progress and sustainability.

Batchelder asked if the Committee members could abide by the agreements and agree to hold others accountable to the premise of the document. The Committee members agreed.

Batchelder said that there had been comments regarding the perception of the Committee fast-tracking the process. Batchelder said that current management agreement between the City and OIPI would expire in May 2018, and any recommendations from the Committee to Council needed to be completed before that date in order to allow Council time to make a decision.

Leo asked if the Committee had a chairperson to allow for clear motions and consensus. Batchelder said that it was best for the Committee to operate on a consensus basis; as the facilitator Batchelder would ask Committee members for consensus on decisions. Wood asked if there was a designated individual who would deliver the Committee's recommendations to Council. Batchelder said that a document would be developed that contained the Committee's recommendations and that it would be delivered to Council. He said that if a single Committee member delivered the recommendation, it could give the appearance of impropriety.

Batchelder said that the Committee had allowed comments from the audience. He said that the process would be modified slightly in order to allow the Committee to come a consensus and move on to different topics. He said that when the Committee considered an issue, they needed to find the facts before deliberation, and that public comment would be welcome during that fact finding process. While the Committee deliberated, he requested that the audience hold their comments. Batchelder said that once decisions were made as a result of the deliberation, he would again ask the audience for public comments. Batchelder stated that the intent was not to exclude comments or opinions from the audience, but it was simply to adhere to the limited time frame.

The Committee agreed to the premise and the Agreements, as slightly amended.

A. Ouray Ice Park, Inc. 2017-2018 Season Update:

Tyler stated that he was serving on the Committee as an individual and that his opinions and comments were not a reflection of OIPI. He offered to answer any questions regarding the operations and maintenance of the Ice Park.

Tyler said that the colder temperatures had helped in the development of ice and that things were coming in nicely and the Park was well on track to open by December 25th. He added that the improvements and repairs to the City's water infrastructure had helped, and the use of South Reservoir had contributed to the availability of water. Tyler was appreciative of the communication between City Public Works staff and OIPI staff.

Wood asked how many of the routes would be open on December 25th. Tyler expected 50% of the routes to be open. Dan Chehayl, Ice Park Executive Director, asked that those kinds of question be directed to him outside of the Ice Park Sustainability Committee as it had nothing to do with the process. Batchelder agreed; he said that the updates should be kept brief and informational in order to stay on track.

D. Continuation of discussion regarding "Asset / Quality / Capability" Work Sheet

Batchelder said that he would like to set a goal for coming up with recommendations for the operating structures by the end of the meeting.

Wood asked if a recreational district / recreational non-profit represented a fourth model. Glanc agreed, but felt that a recreational district, a committee, or a department would act under the umbrella of the City.

Chehayl asked how quickly a special district could be established. Batchelder said that the establishment would have to be decided by a vote, and that the first opportunity would be in November 2018. Chehayl asked if the district would be independent from the City, or if the scope would be defined by the ballot question. Batchelder said that it was generally established under the authority of a political subdivision, but that it would depend on how the directors or board members would be selected or appointed. Batchelder cautioned that the establishment of a County-wide special district had historically been unsuccessful. Chad Jukes, audience member, added that limiting the boundaries of the district would also restrict the constituency and community involvement. Wood said that the political entity would likely be the City and that the boundaries likely be drawn to the City limits. Jukes said that the number one stakeholder of the Ice Park were the users; he said that most of the users did not reside within City limits.

Koprek agreed that there was value in a recreational district, but in the context of the Committee, it was a long term discussion. He said that limiting the discussion to the three options or a recreation district could potentially miss out on other viable options. Nergui said that her understanding of the three models was to determine the attributes of each and come up with a structure that may end up being a hybrid of all three.

C. Discussion / Questions with Eric Jacobson:

Batchelder said that he had discussed the premise of the Committee with Jacobson previously and asked him to provide a history of his relationship with the Park and the City, and to provide any suggestions of how a long term solution or agreement could be developed to protect everyone's interests.

Jacobson said that he was a little dubious of the Ice Park when it the founders first approached him; however, due to the excellent staff and Board members, he had become OIPI's biggest cheerleader. He said that any critics of the operation needed to go out at 1AM and help the farmers make ice. Jacobson said that the establishment of the Park happened around the same time as the enactment of the Colorado Recreational Use Statute (CRUS) and that the Park was designed to operate under its provision.

Jacobson said that the Federal Energy Regulatory Commission (FERC) had regulated the operation of the Ouray Hydroelectric Plant since 1931. Pursuant to the FERC regulations, there was a 50 foot right-of-way on either side of the penstock. He said that FERC did not require that ice climbing or recreational activities be allowed within that right-of-way, but that he allowed OIPI to operate within the area due to their relationship. Jacobson said that Roosevelt Claim and the FERC right-of-way covered approximately 80%-90% of the South Park climbing area. Jacobson said that Ouray County owned the Rio Claim, but entered into an agreement with the City for management of that land. Jacobson said that after the City acquired land from a United States Forest Service (USFS) land sale in 2012 or 2013, the former City Administrator attempted to establish some policies that Jacobson did not agree with. The former City Administrator was operating under the assumption that the City owned the property as the result of the USFS land sale. Jacobson said that the City's assertion of ownership over certain areas of land was not strong.

Jacobson attributed his relationship with OIPI to the open communication and the responsiveness to FERC orders. He cited an example of when FERC inspectors requested improvements to the handrails on the penstock; OIPI raised funds and made the improvements to the inspector's specifications. Jacobson said that he liked that kind of cooperative relationship. Jacobson said that if the City was going to take over operations of the Park and not regulate it under CRUS, and potentially charge for use, he would need to need to look at the proposal closely. Jacobson said that his relationship with the City had not been wholly positive; he thought that City frequently took on too much responsibility and authority and could not handle it. He thought the City asserting that they could manage a highly complex Ice Park was unrealistic.

Batchelder said that without the FERC permissions Jacobson would not have a business; he asked if it was Jacobson's primary concern to protect those permissions. Jacobson said that it was. He said that his right to operate the Plant and the liability issue had always been the driver. He said that the City's governmental immunity protected him to a degree. He cited to examples of accidents and injuries in the Park; in one example, the accident occurred outside the FERC permitted area, so Jacobson was exempted from the suit.

Wood thanked Jacobson for being willing to attend the meeting and for providing information. Wood presented a transcript from a June 2008 FERC hearing where a previous OIPI Board president presented to the Commission. Wood said that the transcript held a statement from Jacobson citing his interest in a long term agreement with OIPI. Fully understanding conflicts and disagreements with the City, Wood asked if Jacobson was still open to the Committee including some element of a long term agreement in their recommendation to the Committee. Jacobson said that he was willing to so, so long as the City did not play politics. He said that the City had misled him regarding the Box Canyon Park access road, which was originally intended to be a service road for the hydroelectric plant. He said that the City wanted to make the road a one-way street in the 1970s and promised that Jacobson could use the road as he pleased for the purpose of operating the Plant; however, the City declared the road as a City street, despite it being within the FERC right-of-way. Jacobson said that the City had not historically lived up to their end of agreements and that's why he was wary of entering into long term agreements. He said that he was comfortable entering into long-term agreements with the County.

Batchelder said that Jacobson's FERC easements and any associated conditions needed to be protected. He said that the liability issue needed to be further discussed in order to outline the processes and issues that Jacobson had concerns with. Batchelder asked if Jacobson would consider a long term lease if his concerns were adequately addressed. Jacobson affirmed that the statement was correct.

Wade said that the Committee had been engaged in a brainstorming activity to determine qualities for a managing entity. He said that the Committee currently had a blank slate and was endeavoring to understand what the ideal management structure would be. Wade asked if Jacobson could suggest some qualities or attributes that he felt were desirable for the management entity to have. Jacobson said that communication, immediate responsiveness, qualified and talented staff members and the ability to uphold promises and commitments were desirable qualifications.

John Walker, OIPI Board member, asked Jacobson if his opinion of a long-term agreement would change if the Park switched to a for-profit structure. Jacobson said that one of his main considerations was liability. He said that if the structure changed to a for-profit entity, whoever was running it would need to convince him that they would cover his liability. Jacobson said that he doubted there was a for-profit entity that had enough resources to provide a barrier that he would be comfortable with. Jacobson said that when Gary Wild first approached him about allowing climbers to climb on the property, Wild pointed out that climbers would be there regardless and that it was better for Jacobson to agree to the use and take advantages of the protections under CRUS.

Batchelder said that the structure and protections offered by a governmental entity would likely need to continue. Jacobson agreed. Jacobson said that Batchelder had previously asked if there were any other FERC regulated facilities that had a fee schedule for use of recreational areas. Jacobson said that most FERC plants had lakes or streams and that had canoe or boat put-ins. He was not aware of any rules, regulations or recreational fees associated with the facilities.

Tyler asked how major infrastructure improvements to the penstock would be handled if the City operated the Park. Jacobson said that the penstock needed to be repaired periodically and that under the current operating procedure, he notified the Ice Farmers and they subsequently closed any nearby routes. He said that the relationship had been very cooperative and respectful. He hoped for the same kind of cooperation with any other management entity.

Koprek asked what Jacobson's long term plans for the Hydroelectric Plant were. Jacobson was not immediately sure. He said that the City had previously discussed taking over ownership of the land in the canyon in a similar way that the Town of Telluride had done with the Valley Floor. He thought that City's acquisition of land through the USFS land sale was in an attempt to begin securing the area for the benefit of public use; however, discussions had not progressed past that.

Wade thanked Jacobson for willing to be present at the meeting, and that his recommendations were very valuable. He said that the Committee hoped to develop objective recommendations that accommodated the diverse interests of the Park, and that Jacobson's interests were very important.

Jacobson said that he had the highest compliments for the OIPI Board and staff members. He said that the conflicts he had with them were very minimal. He hoped that the Committee could come up with good recommendations. Jacobson said that he thought OIPI was the correct management structure.

Glanc said that the City Attorney had stated that neither Jacobson, nor the City would lose governmental immunity if there was a fee for use at the Park.

Koprek said that the answers to the questions did not necessarily address the FERC property. Glanc said that she could ask for clarification regarding how much right-of-way was granted under FERC and if recreation had to be encouraged on the land.

Wood read from the June 2008 FERC hearing transcript regarding Jacobson's exposure in South Park. He asked if there was any exposure to Jacobson in relation to ice climbing facilities outside the FERC right-of-way and City land. Robertson asked that the City Attorney confirm that Jacobson was protected under FERC.

Pankow said that Jacobson had alluded to the City having a plan to purchase all of the land in the canyon. She requested that any information pertaining to the discussion be shared with the Committee. She thought that documentation would be important for the Committee's long term planning recommendations. Sickles said that she would look into the City's archives.

D. 7:00PM Continuation of discussion regarding "Asset / Quality / Capability" Work Sheet, continued:

Rushing asked if the request for proposal (RFP) option was even tenable. He said that Jacobson was obviously not comfortable with the option or any situation that was for-profit. Glanc said that the City or OIPI may want to charge in the future. Roberson said that Jacobson made it clear that he was not comfortable with a for-profit structure of the Ice Park. Nergui said that the Park currently had a fee schedule and that the Committee could not assume that other charges could be folded into it, like parking costs.

Koprek asked how the fee conversation came about. Batchelder clarified that the fee conversation was a potential option, not a solution. Koprek was concerned that the more the fee option came up, the greater preference it attained within the group. Batchelder understood the concern and said that the funding component would be discussed at a later meeting. Leo agreed. He said that the funding discussion should be secondary to the discussions regarding the overall structure. He said that he had put a lot of thought into the overall structure and issues that were present in the current model, and he thought that a hybrid of the City and OIPI management would work best for the long term sustainability of the Park. He said that the City was ultimately the land owner, and should be reflected as being the top of the pyramid, with OIPI still performing the operations agreement. He said that it was important to give users a "cushion" between the City while still maintaining the liability guarantee. Leo said that the current structure had been working, but needed some tweaks from both the OIPI and the City. Leo thought that the Board should continue to be a volunteer based organization with varied representation from different aspects of the community, including business owners, the climbing community and legal backgrounds. He thought that the Board could be comprised of people who defined and represented the community to best exercise operational management control.

Tyler agreed; he thought that a merging of the City and OIPI was the best option. He thought that many of the issues between the City and OIPI could be alleviated by better communication. He agreed with Leo that restructuring the Board was a viable option. Tyler said that the Ice Park staff had the ability to execute the complex operations of the Park and that it allowed them the advantage over a new or unqualified entity. Tyler thought that combining the values of the City and OIPI would enable the greatest degree of success.

Wood also agreed with Leo; however, he argued that OIPI needed to be brought into in the City structure by codifying the existence of the Park. He recognized that there were financial and trust concerns. Wood added that any long term plan should also include the City taking over the County-owned Rio Placer Claim. He said that ownership of the claim brought 75%-80% of the control and ownership of the Park under exclusive City-ownership ensuring governmental immunity. The Committee agreed that City ownership of the properties within the Park should be included as a recommendation.

Batchelder said that Leo was suggesting a structure that was separate from the City Council, while still existing under the City control; Batchelder said that Wood was suggesting an entity that was housed under City Council. Leo and Wood agreed.

Wood said that if the Park was going to exist on City land, the community deserved a level of oversight that allowed for citizen input.

Koprek said that the OIPI bylaws previously included requirements for Board composition. He thought that there could be a middle ground to allow Council to play a greater role in the Ice Park Board by appointing members.

Jukes said that the idea of a public / non-profit partnership was not unheard of. He said that a number of state and national parks relied on creative partnerships for operation.

Andres Martin was concerned about potential impropriety if Council members appointed OIPI Board members. Wade agreed with Wood's proposal, as it was best for sustainability and longevity. Wade added that many qualified potential Board members were passed over in previous years. He said that the concern worked both ways, but the fact that the Park was a City asset and ultimately accountable to the electorate of the City was a huge point.

Leo said that the Board felt that one of the main dysfunctions was that the accountability for the operation of the Ice Park was placed on the Board and was not shared by the City, which ultimately had control over the provision of water. He said that his suggestion was based on the equity of having the City share some of the burden. Leo said that the Ice Park needed to be supported by the City through Council, and perhaps by a subcommittee or advisory board. He said that the City needed to have some skin in the game through funding and other operational commitments.

Wood fully understood Martin's concerns; however he said that the best way to protect the Park for the long term was to enable the City to own as much of the property as possible and allow the City to manage it in a similar fashion that other City committees were managed. He said that there needed to be an avenue for the City to protect and drive the entity for the benefit of the Park. Robertson said that the City was ultimately responsible for the Park, but that OIPI was responsible for managing and executing the operation; he said that the entity did not necessarily need to be a committee or a contractor, but that there many different ways manage it. Wood agreed: he said that it was a hybrid organization with oversight.

Glanc said that the OIPI would need to be agreeable to changing their bylaws in Leo's proposal.

Leo said that it was reassuring simply to open the dialogue. He said that other City committees had funding sources from the City; the Ice Park did not. He said that the Ice Park needed more funds in order to operate successfully, but he was not convinced that a fee based structure was the answer. He said that funds were needed for a ranger program and for infrastructure improvements.

Tyler was concerned about staff's ability to respond and having too many people involved in the chain of command. He said that there needed to be an entity that allowed for quick decision making authority. He said that certain aspects of the Ice Park operation relied on responsiveness and quick action; he was wary of involving too many time consuming democratic processes. Batchelder confirmed that Tyler was advocating for a structure that had a degree of separation from the City Council to enable quick decisions.

Nergui said that there were no guarantees that the Board was willing to change their bylaws. She said that Wood's suggestion of codifying a board, committee, or advisory body into the City structure was valid as there was also no guarantee that volunteers would continue to be willing to serve on the Board.

Wood said that the City ultimately endeavored to have a parks and recreation division or department. He thought that funding for the Ice Park could be funneled through that department.

Koprek said there needed to be a degree of separation between Council and whatever advisory committee or board was established. The Committee agreed.

Wood said that the idea fed into his point that the existence of the Ice Park needed to be codified into the City's municipal code. He said that, as it currently existed, a majority vote of the Council members could dissolve the Ice Park; he said that if the Park's existence was codified, it would be much more difficult to dismantle the operation. Wolfe agreed and said that the Park's dissolution almost occurred earlier in the year.

Wolfe asked why OIPI staff did not want to be absorbed by the City. She did not understand why the employees did not want to work under the City structure. Tyler said that benefits and other perks were very appealing; however, he was concerned about the structure's ability to be successful under City oversight. He said that if the staff was absorbed by the City it would affect how his job was performed. He did not think that it was best to waste time to restructure the jobs to fit into the City's organization.

Robertson said that codifying the Park under the City was a critical piece in the process. He said that the City would still own the Park and that the operators, whether OIPI or another entity, would still be accountable to the City. The Ice Farmers would still be employees of the Park. Leo agreed. He said that the City was not capable of maintaining and attracting the local business partners or putting on the annual Ice Festival.

Wade thought that one of the key points was to keep in mind the finances of the organization and if they would be retained in a potential agreement. He said that there were serious liabilities with the current situation; Wade postulated that if OIPI ceased to exist, their balance sheet went with them and that the City was incapable of recovering the loss. He said that the financial piece needed to be retained within the City for the security of the operation.

Koprek agreed. He agreed that there were no guarantees that OIPI would be willing to change their bylaws, but he believed that OIPI had the Park's best interest in mind. Koprek agreed with Tyler that the Ice Park employees needed to be agile in their ability to respond and execute the operations of the Park. Koprek said that the City needed to be able to influence the operation at a master plan level; while the operating entity contracted to manage it in a manner consistent with the tenets of the master plan. He said that the operating entity should be contractually obligated to fulfill the City's vision for the resource. Koprek pointed out that some aspects of the Park's operation were codified in the City's municipal code; for example, some rules and regulations were established in Section 13.7.

Chehayl said that OIPI was currently researching providing benefits to its employees and that it was a realistic possibility.

Nergui suggested that the human resource structure and benefits be applied to each of the entities' assets. She asked how the Hot Springs managed its employees. Sickles said that some employees were seasonal and part time. Glanc said that the City's Human Resources Director was involved in the hiring process for all employees.

Glanc said that the Ice Festival was never going to be included in the operations of the Park. She said that the managing entity would be exclusively for the operation of the facility. She asked if the OIPI Board could be included in the codification as the advisory committee. Koprek opposed the suggestion. He said that OIPI would

lose their ability to negotiate in that case, leaving the authority wholly with City Council. Glanc asked for clarification; she said that the requirements and guidelines for serving on the committee would be defined in the Code. Koprek said that he had not seen other City committees work in that manner. He said that when there was a vacancy on a City appointed committee or board, the City requested volunteers and little to no credence was given to qualifications or skills. Glanc said that requirements could be set in the Code.

Pankow thought that it may be helpful for the Committee to review the details of the City's current committees and boards. She suggested that the Committee review the various committees' bylaws and look at other examples of public / private agreements. Glanc said that it would also be useful to see how the other City committees operated their fundraising efforts.

The Committee directed Hollenbeck to provide the requested materials. Rushing would provide a copy of the County Resolution establishing a chain of command and operating procedures for Ouray Mountain Rescue.

Wood added that any information regarding potential water rights owned by OIPI be presented as well.

Robertson requested that Sickles present a brief explanation of how enterprise funds worked at the next meeting.

8:34 Meeting adjourned.

Submitted by:



Hannah Hollenbeck

Approved on: 12/19/2017

Ouray Ice Park Sustainability Committee

December 19, 2017 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Bill Leo; Matt Wade; John Wood; Sam Rushing; and Kevin Koprek; Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc, Mayor Pam Larson; and Hannah Hollenbeck, Scribe.

6:01pm Call to Order

A. Additions / Deletions to the Agenda:

- The Committee agreed to direct Sickles to place a request on the next Council agenda to have Hollenbeck compensated.
- Meeting Dates – The Committee agreed to consider alternate meeting dates in January and February. The Committee agreed to cancel the January 16th meeting due to a conflict with a Council meeting.

B. 6:07pm Additions / Corrections to December 12, 2017 Minutes:

No comments.

C. 6:08pm Presentation of information on requested items:

1. **Additional Questions / Answers From the City Attorney:**
2. **City Committee / Ouray Ice Park, Inc. Information (bylaws, fundraising, etc.):**
 - a. Ouray Ice Park, Inc. (OIPI)
 - b. Planning Commission
 - c. Community Development Committee (CDC)
 - d. Beautification Committee
 - e. Parks and Recreation Committee (PARC)
3. **Other Examples of Public / Private Partnerships:**
 - a. Ouray Mountain Rescue (County Resolution)
 - b. Top of the Pines, Inc Management Agreement and Management and Operations Plan
 - c. Public / Non-Profit Partnerships in Duluth, MN
4. **City Archival Documents:**
 - a. Information of discussion regarding City ownership of all the land in the canyon:
 - b. Possibility of Water Rights owned by OIPI:
5. **Enterprise Funds:**

Hollenbeck said that the Agreement for Management of the Ice Park between the City and OIPI was forthcoming.

Nergui asked if the Beautification Committee got all of its funding from Lodging and Occupancy Tax (LOT) funds. Pankow said that the LOT funds were used specifically for tourism related activities. She said that the Beautification Committee worked to enhance visitor's experiences in Ouray. Pankow said that the City's LOT was unique in the fact that it was a flat fee per night. Pankow said that there had been numerous discussions and work sessions regarding changing LOT to be a percentage, instead of a flat fee. She added that including an outdoor recreation specific percentage was a part of the discussions.

Robertson asked if the City's first right of refusal was included in the agreement between OIPI and the City. Batchelder said that it was not, but it was included in the brainstorming activity discussion.

Koprek summarized the Duluth, MN public/private partnership. He said that that arrangement was very similar to the management agreement between the City and OIPI, but with some key differences. He said that that organization worked with several different non-profits via a management agreement to achieve a varied level of cooperation. He said that when the idea was conceived, various city department heads were brought together to lay the groundwork, and then a citizen's committee was convened. Koprek thought that the Sustainability Committee was going at the issue backwards. Koprek wanted to see some recommendations from the City and OIPI in order to help frame the discussion.

Wolfe asked for clarification regarding the different non-profits. Koprek said that there were many interests represented at the Quarry Park, including Frisbee golf. He said that the ice park venture was spearheaded by a climber's alliance and that the infrastructure for ice farming was just being installed. Koprek said that there were different interests, but only a few partners that were signers on the management agreement. Nergui said that her impression of the arrangement was that the City of Duluth was actually running the park. Batchelder said that the City owned the land, but that the operation was conducted through a management agreement. Koprek added that the City of Duluth contributed to the Park's success by handling the public works aspect and sanitation.

Wade asked what other non-profits were included on the management agreement. Koprek listed the Frisbee Golf Association, the Minnesota Climbers Association, and the Minnesota Trust for Public Land. He added that a National Parks system employee helped draft the management agreement, and that the City of Duluth staff came up with an appropriate process.

Wood asked if guiding was allowed in the Quarry Park or if there was a concessionaire's agreement. Koprek explained that part was still being discussed.

Batchelder invited Katie Sickles, City of Ouray Interim Administrator, to give a brief explanation of enterprise funds. Sickles said that it was funded by service fees from a user base; no more than 10% of General Fund dollars could be used to fund the operation. An enterprise fund operation could bond for capital improvements and utilize the governmental entity's bank rating or credit history. Batchelder added that the fund was separate from the governmental entity's funds. Wolfe asked if donations could be considered user fees. Sickles said that it could. Glanc asked if membership could be considered user fees as well: Sickles affirmed that it could.

D. Continued Discussion of Operating Structure:

December 19, 2017

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Rushing agreed with Koprek's assessment that the Sustainability Committee was addressing the issue backwards. He said that the Committee was always going back to the provision of water. He presented a document depicting Maslow's Hierarchy of needs, and said that he was envisioning an entity with different levels.

Batchelder presented the three different draft organizational structures, the OIPI model, the City model, and the Hybrid model.

Batchelder explained that the Hybrid model was developed out of the Committee's discussions for the City to have an Ice Park department and to have rangers to enforce rules and regulations, and to perform data collection. He said that OIPI would still enter into the management agreement with the City, but allowed a degree of authority and interaction between the two.

Koprek said that the experts on both sides needed to be able to deal with one another. He did not think it worked when the expertise on one side tried to communicate with Council, as they were not experts in the management or operation of the Ice Park.

Batchelder reminded the Committee that the management style would be determined by the contract.

Koprek said that users were taking the emotion associated with overcrowding and using it as rationale for establishing ranger and ticketing procedures. He did not agree with that method. Koprek suggested that the Committee consider a model like the mountain ambassadors at Telluride Ski Resort instead of rangers. He thought that the system would be more successful if the ambassadors focused on communicating expectations and rules instead of ticketing. Batchelder said that the concept of rangers originated from an earlier conversation and that Leo had identified a gap in the current structure with code enforcement within the Park. Batchelder added that data collection was another priority that the Committee had identified and that the rangers or ambassadors could be responsible for that endeavor, which would help inform a long term plan for the Park.

Wood asked how the Top of the Pines, Inc. (TOP) arrangement with Ouray County worked. Batchelder explained that the procedures and restrictions were established by the Operating Agreement. Batchelder added that the usage of the TOP property was much smaller than the usage of the Ice Park. Nate Disser, San Juan Mountain Guides, estimated that 14,500 people used the Park last season; Batchelder said that TOP saw 500.

Robertson asked if the rangers could be a part of the contract entity, and not employees of the City. Batchelder said that having rangers be City employees would simplify the management procedure. He said that the City would have to be able to defend the actions of employees and that it would be difficult to do if the rangers were under a contract entity.

Wood said that the Committee recognized the City was the best entity for management in terms of permitting and liability. He said that the City was not in a position to take over operations as it lacked knowledge in staffing and operational expertise of the Park. He said that Ice Park staff could easily cite the top four enforcement concerns, but that City Council and staff could not. He said that the Council and staff relied on the expertise of OIPI staff to communicate needs and concerns. He said that in the short term plan, the Committee needed to come up with a recommendation to turn that knowledge into a secure, sustainable system. Batchelder said that could be included in the management agreement. Wood was still very concerned about the ability of the City to dissolve the Ice Park upon a majority vote of the Council.

Tyler thought that the Committee was overlooking the importance of the user base. He was wary of focusing too much on the structure without giving proper credence to the user base. He was concerned about how users would perceive rangers and a structured environment. Tyler said that a main concern was parking, and that it was easily addressable by the City. He said that the Ice Farmers could be utilized as rangers as they were constantly in the Park and in contact with users and guides. Tyler said that many of the current issues arrived from poor communication. He thought that a structure could be created based on establishing clear communication guidelines.

Koprek agreed and cited that as a reason why he liked the Ouray Chamber Resort Association (OCRA) Marketing Contract. He thought that the level of oversight was not as focused, allowing the entity a degree of flexibility and autonomy while still maintaining a partnership with the City.

Nergui wanted to revisit the concern of autonomy. She thought that the concern was overblown. She said that each department had an annual budget and to the degree that they could operate within that, the department could be very autonomous. Batchelder said that the concern arose from the need for Park's employees to be able to react quickly to situations.

Batchelder explained that chain of command in a small community frequently behaved differently than the way they were established. He said that most citizens would go directly to the pertinent department head instead of bringing concerns to Council. Tyler said that it was the fastest way to have recourse. Batchelder said that it was not the best route for transparency and effective management.

Koprek said that the Committee was getting bogged down in the minutia. He said that he understood the need for autonomy, but as the Committee discussed more specific situations, the conversations became more convoluted. He said that the Park had no Master Plan or identity for what it meant to the community. Lacking those guiding documents, Koprek thought that the Committee would be unable to make a reasonable sustainable recommendation. Batchelder said that a Master Plan process was not tenable within the given time limit and tasking from Council. Koprek said that the Committee's recommendation should be that the City and OIPI undertake a Master Planning process. Wade agreed with Koprek that having a bigger picture would be extremely helpful; however, given the short timeline, the Committee should be focused on overarching goals and objectives, then, if time allowed, drilling down to guiding principles. Referring to the Hybrid model, Wade liked the diversification of control and assets. He said that it pulled some of the responsibilities of the non-profit into the City in order to best manage the asset.

Robertson thought that the need for autonomy was larger than the organization's ability to respond. He said that the day-to-day management of the Park was complex and that the City was incapable of taking it over. He was wary of the amount of time it would require for a City Ice Park department to get up to speed on operational management of the Park. He did not think there was an equivalent position of an Ice Farmer or other Park staff

within the City. Glanc said that Robertson's statement was speculation. Robertson asked Glanc if there was an equivalent position. Wolfe said that City police and public works staff frequently took on similar levels of liability and risk. Batchelder confirmed with Robertson that he was concerned about fitting an Ice Park department into the Hybrid model as the hierarchy and pay scale were different.

Pankow explained the OCRA marketing contract. She said that the entity held a contract to perform marketing on behalf of the City. OCRA prepared a high-level plan for presentation and approval by the City. She said that the Plan did not include low-level plans, like what advertisements they were planning for the year. Pankow said OCRA had the autonomy to make those decisions within their budget. Pankow thought it was helpful that OCRA was invited to participate in the City's Community Development Council (CDC).

Wood said that the Committee needed to develop actionable recommendations for the City. He thought that the Committee could make a recommendation that the City and OIPI develop a Master Plan for the Ice Park by a year certain.

Dan Chehayl, OIPI Executive Director, pointed out that OCRA was included in the City's budget; OIPI was not. He said that OCRA was included in City conversations and development of plans, while OIPI was not afforded the same privilege.

Batchelder said that the Committee had been tasked with coming up with suggestions for short and long term structures. Koprek said that it was simpler to address short term, particularly given the limited time frame. He said that the Committee could make long term recommendations, but lacking a Master Plan, the recommendations would likely fail.

Wood said that a recommendation should be that the City strives to secure and codify the existence of the Park. Glanc asked if a committee could run an enterprise fund. Sickles said that only the Council could be responsible for the establishment and operation of an enterprise fund. Glanc asked if employees of the Park could be employees of the City in the case that a committee was running the Park. Sickles said that the committee could recommend actions to Council, but the operations of the Park would need to fall under the City administration.

Wade said that if the current OIPI organization was dissolved, the OIPI Board would be required to pass along the remaining assets to another charitable or non-profit organization; he postulated that the new organization could be another non-profit entity founded by some or all of the exiting OIPI Board members.

Robertson agreed with Wood, to a degree. He said that the Committee needed to converge on a proposal that went beyond the need for autonomy. He said that the Committee could make a recommendation for a short term plan that included the need for autonomy and the continued ability for the Ice Park to function, while also making the long term recommendation for a Master Plan or similar activity between the City, OIPI and concessionaire.

Batchelder agreed that it was an option. He explained that he developed the three models based on the Committee's discussions. He said that Leo had previously indicated that OIPI was able to fund itself currently, but it was not sustainable for the future. He said that the OIPI model would allow for paid use and allow the City to be in the position to develop funds to look at long term property acquisition and the provision of water. He said that the Hybrid model would foster a shared ownership between the City and OIPI.

Koprek said that the City needed the ability to influence the operation at an appropriate level. He thought that the Master Plan process would seek to make suggestions of how to fund operations without charging user fees. The Plan would also list aspects of Board oversight and selection of Board members. Koprek thought it would be ideal if Council members selected and appointed Board members. Batchelder said that Board member composition and appointment could be a part of the operating agreement and could endeavor for input, not direct control. Koprek said that his suggestions were based on the suggestion that the City take more ownership of the City asset. Koprek said the Park lacked a clear vision of what it meant to the community; his suggestion sought to solve that and the mechanism to determine its meaning could be established and codified within the Master Plan.

Wood thought that the Master Plan needed to separate out the operational goals and the infrastructure and ownership goals. He said that the City needed to purchase the property and the infrastructure assets of the Park in order to allow it to take responsibility for ensuring effective operation. Batchelder said that in the Hybrid model the City would have an Ice Park department that would allow ownership of infrastructure and future improvements, while still maintain the operating knowledge currently present in OIPI.

Tyler asked how many Ice Park members lived in Ouray. Chehayl estimated that it was around 2%. Tyler said that one of the Park's current assets was the ability to reach its user base. He said that if OIPI fundamentally changed the way it operated, it would irrevocably harm the fundraising and membership of the Park. Glanc thought that Tyler's statement was speculation.

Batchelder said that a Master Plan typically cost \$70,000-\$150,000 and could take up to three years.

Wolfe said that Koprek's suggestion required the willingness of the OIPI Board to be folded into a City hierarchy. Koprek said that he was worried about the City's ability to make it the best facility for all parties involved. He said that, ideally, the City would not take over the Park in its entirety, but be involved in working towards sustainability with requisite checks and balances.

Nergui said that her conversations with OIPI Board members indicated a similar concern regarding fundraising. She had heard that Board members were concerned about the response from donors if the City took over the management of the Park. Nergui said that if the City saw value in the asset, then it should take over management and fund it like any other department instead of relying on the donation based model.

Batchelder asked Larson if the City could afford \$70,000 for operating the Ice Park in their current budget. Larson said the City could not. Larson said that the Council was looking for suggestions from the Committee of how to keep and sustain the unique asset.

Nergui asked if creating a new revenue source should be a recommendation from the Committee. Batchelder said that the revenue source would have to be created from a mill levy, sales tax increase, or creation of a fee. He said that a mill levy or sales tax increase would have to be approved by a vote, while fees could be established by vote of the Council.

Robertson thought that Koprek had some good recommendations of how fees could be collected without charging for use. He thought that City could charge for parking and that the fundraising efforts could be continued within the Hybrid model. Batchelder said that the Committee was discussing funding in a manner that may need input from OIPI. Glanc agreed and said that the OIPI Board would need to be consulted regarding the proposal to move Council oversight into Board Member appointments and reporting. Glanc questioned why the City would want to invest in the Park if all of the operational knowledge would continue to live within OIPI. She reiterated that OIPI Board buy-in was needed.

Batchelder said that it would be helpful for the Committee to develop a list of things that would need to happen under each management structure proposal and then bring it to OIPI for discussion. He said that discussions were generally more successful when there were specific proposals and actions.

Wood said that vision was great, however, without funding there was no operation. He said that the exiting entities need to come to the table to determine future planning and to define the relationship between the City and OIPI. He said that the Committee needed to make suggestions in order to help inform the process. He reiterated that the City needed to take actions to secure ownership of the Ice Park properties.

Koprek said that it was the Committee's responsibility to make recommendations to the City. He said that OIPI was certainly included in that process, but it was not the Committee's responsibility to make recommendations to OIPI. As a result of the Committee's recommendations to the City, the City Administrator or other staff person would be directed to work with OIPI to implement the suggestions. He said that Council should not be responsible for directly negotiating with OIPI. Batchelder said that the Council members were a part of the process. Koprek agreed, but said that direct negotiations between OIPI and the Council had historically proved to be tenuous and unsuccessful. He said this process was an opportunity to be different. Koprek suggested that the Committee recommend that the City Administrator, City Public Works Director, and other pertinent staff meet with the OIPI Executive Director and Ice Park Manager to discuss operations and make suggestions for an improved partnership and operating structure. He thought that was an achievable short term recommendation. Batchelder asked if Koprek was making the suggestion that the Committee not address the operating entity question, but instead recommend that the City convene a meeting of pertinent department heads and OIPI staff to come up with suggestions for improved management. Koprek affirmed that was his recommendation.

Tyler said that the current arrangement of a Council member liaison to OIPI was not effective. He thought that having a neutral third party position would help alleviate concerns voiced by both OIPI and the City. Batchelder confirmed that Tyler was advocating that the City consider appointing a third party liaison.

Wade said that the Hybrid model would create a small Ice Park department to allow the City to begin slowly taking over operations of the Park. He said that by giving the City oversight of the rangers, it would allow the City to begin learning how the Park operated, while OIPI managed and worked with the City.

Robertson said that if the Committee ultimately recommended a Master Plan, a short and medium term contract and plan would also have to be established. As the current contract expired in May 2018, the Committee could propose a short term contract, leading to a mid-term plan that would be progressively leading to final recommendations of the Master Plan.

Nergui thought that the OCRA agreement was a good model. She thought it provided an appropriate level of accountability while maintaining requisite amounts of transparency. She thought the model of quarterly reporting, and budgeting was an attainable model to mirror.

Leo suggested that the Committee take the existing OIPI / City Operation Agreement and identify and recommend proposals to fix the issues.

Pankow suggested that the Committee establish a subgroup to look at the Agreement and develop a list of questions and topics to discuss with the OIPI Board. She said that the subcommittee could work with OIPI to develop another list with their concerns and share them with the Committee. Batchelder agreed that Pankow's suggestion would be helpful, but reminded the Committee members that they were appointed by the City, and that the Open Meeting Law needed to be adhered to. Pankow agreed, and pointed out that the Committee invited Eric Jacobson to a meeting to hear his concerns; she thought if the Ice Park Board could provide their long term goals in a neutral setting it would help the Committee provide well-rounded recommendations to the City. Citing the different levels of concerns and the nature of small communities, Batchelder recommended that the conversations be had on a Committee level, and not establish a subcommittee. Koprek agreed with Batchelder: he said that the Committee was established on behalf of the City to come up with recommendations for sustainability, and that it was not the Committee's responsibility to solve any of the perceived problems between the City and OIPI. He said that the Committee could recommend that the City and OIPI work with professionals to develop a decision making process based on accurate and adequate information.

Nergui agreed with Koprek. She said that the Committee could continue to develop a list of required capabilities, qualities and assets that an entity would need to have for successful operation of the Park.

Robertson was concerned about the copious amount of time the Committee had spent on the operating structure. He said that the Committee needed to move on.

Batchelder said that it seemed the general consensus of the Committee that the Hybrid model was reasonable. He would revise the structure with the Committee's input and identify some of the Committee's concerns for the next meeting.

The Committee agreed to address funding at their next meeting.

8:42pm Meeting adjourned.

Submitted by:


Hannah Hollenbeck

Approved on:



December 19, 2017

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Ouray Ice Park Sustainability Committee
January 9, 2018 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Matt Wade; Sam Rushing; and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc; and Hannah Hollenbeck, Scribe. Bill Leo; John Wood; Kevin Koprek; and Mayor Pam Larson were not present.

6:01pm Call to Order

A. Additions / Deletions to the Agenda:

No comments.

B. Additions / Corrections to December 19, 2017 Minutes:

No comments.

C. 2018 Meeting Dates:

The Committee agreed to schedule additional meetings on February 22, 27, and March 6, if needed.

D. Continued Discussion of Operating Structure Recommendation:

- 1. Current Model with Modifications, as requested by IPSC:**
- 2. Hybrid Model, as requested by IPSC:**
- 3. OIPI Model Suggested by OIPI in Summer 2017:**
- 4. Operating Agreement Discussion:**

Wolfe said that she liked the OIPI Model as suggested in summer 2017. She said that OIPI wanted to continue operating the Ice Festival and wanted to maintain the operation's funding structure. She questioned why OIPI would continue to need funding if the City was to take over operations. She had a problem with the non-profit having total control of the Park.

Glanc said that the OIPI Model was a suggestion prior to the convening of the Committee. She said that there were other agreements that were proposed as well. Glanc clarified that OIPI's funding belonged to the non-profit; if the non-profit was to dissolve, the money could be folded into another non-profit organization. Robertson agreed and said that OIPI had indicated that if the situation were to occur, they would earmark funds for capital improvements of the Park, and not for general operations. Berwanger asked where membership monies would go if the structure were to be the OIPI Model. Batchelder said that the funds would stay with OIPI.

Wade thought that the Committee was lacking some information on the intention of OIPI. He asked OIPI Board Member Ralph Tingey to add some context to the discussion. Tingey said that he was not up to speed on the Committee's suggestions but that OIPI was willing to work with all parties.

Nergui recalled that the OIPI model was a long term option. She said that it was OIPI's intent for the City to eventually take over the Park.

Batchelder asked Tingey how many times the OIPI met; Tingey responded that the Board typically met once a month. Tingey added that the Board was open to the Committee's suggestions for the long term sustainability of the Park. Wolfe asked if it was the Board's original intent for the City to eventually get to a place where the City would run the Park. Tingey said that it was; he said that a former Board member was working towards that goal for two years with City staff, but that the discussions had broken down. Dan Chehayl, Ice Park Executive Director, said that the catalyst for the discussions was that OIPI did not feel that the City was providing the resources needed to successfully operate the Park. He said that the primary concern was the provision of water, but that there were other concerns and needs. He explained that the Board felt that, the City was the correct entity to run the Park as it had control of the resources.

Tyler was concerned about the impacts of City ownership on the user base. Tyler said that City and Ice Park staff currently had a good communication structure, and that recent improvements to the South Reservoir allowed greater water provision. He said that he was envisioning a model that would carry OIPI and the City through the next five years, while working towards a long term model. He was very wary of the detrimental effects to the operation and the user base if the City took over management. Batchelder confirmed that Tyler was advocating for thoughtful, measured action when it came to decisions regarding operations and funding. Tyler agreed.

Rushing added that early statements from property owner Eric Jacobson indicated his hesitancy of a City-operated Park; he said that the City needed to build a relationship with Jacobson.

Glanc asked what other resources OIPI was lacking besides water. She said beyond the control of the property and water it was difficult to know what the issue was. She said that OIPI entered into an operating agreement with the City to provide certain things. She said that if she contracted with someone to build something, she expected them to adhere to the agreement. Glanc said that users came to enjoy the Park, but also the City as a whole was a major draw. She said that if the City took over operations and users still wanted to donate, they could donate to the non-profit.

Batchelder said that the Committee had previously established the need for rangers/ambassadors to help control parking and control behavior in the Park. Chehayl said that there were other issues beyond water. He said that the concessionaire's agreement needed review, as well as non-commercial group use. He said that OIPI lacked the ability to oversee how groups operated in the Park as well as general enforcement ability. Chehayl explained the permit process for groups larger than six; he said that few groups adhered to the policy. He said that there was no structure to enforce rules and regulations.

Batchelder agreed that there needed to be feedback loops with the concessionaire agreement; currently there was none and that it could pose issues with the structure.

Glanc said that the concessionaire agreement between the City and San Juan Mountain Guides was in place until next season. She said that it needed to be dealt with at the appropriate time.

Tyler said that the concessionaire's agreement was a potential funding source, and that it could be managed by OIPI.

Tyler reiterated his earlier concern of losing users if the City took over the Park's operations. He said that users felt loyalty to the Park and that users would be less likely to donate funds if it was no longer held by a non-profit. He stressed that the reason why people chose to come to Ouray was for ice climbing.

Nergui asked Katie Sickles, interim City Administrator, if there was a way to enforce rules in the Park, specifically if a non-profit ran the Park. Tyler said that the City Police Department had previously said that they did not have jurisdiction within the Park. Batchelder said that the Ice Park was outside of City limits; however, the City owned property within the Park, therefore, municipal regulations could be enforced. Sickles confirmed that was correct. Batchelder said that the City would likely be hesitant to deputize individuals for enforcement unless there was a certain degree of accountability. Chehayl questioned if that was the kind of environment the Park wanted to foster; he favored the education aspect over enforcement. Tyler agreed and said that an ambassador was preferable. He said that it would be a full-time job for one person to enforce parking.

Wolfe asked how the utilization of the South Reservoir was working. Tyler said that the Park had only used their allotment of the City Water Tank one time so far that winter. He said that there were small issues to be addressed, but overall it was working well. Tyler said that the situation was variable and if the City approved further development, like additional hotel rooms, there could be problems. Berwanger asked if Tyler felt there was currently an adequate supply of water. Tyler thought that there was enough water for their current operation.

Batchelder said that if the Park expanded, or there was a large development within the City, the water situation would change; the situation was fine in the short term, but there needed to be long term changes to address infrastructure deterioration and other issues.

Sickles said that an ambassador would dispense advice and the climber could choose to follow the rules; a ranger would have an added authority of giving out consequences. She said that the City currently did not have a way to perform Code regulation and until that point, ambassadors would be the favorable course. Batchelder agreed: he said that something could be established that if there was a significant incident within the Park, City Police could respond. Wade agreed.

Chehayl said that currently Farmers and guides were acting as the ambassadors. He cited an example from earlier that day when Glanc was guiding a group in the Park and informed the Farmers of the presence of a large group. Farmers addressed the situation and explained the rules. He said that for that reason, an ambassador was vital for informing patrons of the expected decorum of the Park. Wolfe said that the ambassador could be a volunteer position; Chehayl disagreed and said that it needed to be a compensated position. Batchelder speculated that at least three full-time ambassadors would be needed, with a priority placed on weekends and the Ice Festival. Wade thought this was the ideal situation for the City to gain some involvement in the operation of the Park; he suggested that the City be given the responsibility for paying and overseeing the ambassador position, as it would help foster the relationship between the two entities.

Robertson cited a previous suggestion by Koprek regarding paying for parking. He thought the revenues generated from parking fees could be used for the ambassadors. Batchelder cautioned that the City did not own all of the properties where parking occurred. He said the area off of Highway 550 was State-owned, and areas along the road were County-owned. Roberson suggested that the City begin plowing the Box Canyon lot and use that for parking.

Tyler said that, whatever the arrangement, he would need to be reassured that the individuals understood the rules and responsibilities of the Park. Tyler said the Farmers needed to be able to have a cooperative relationship with the ambassadors.

Rushing said that it was his preference for the concessionaire's agreement to be brought under OIPI as it was a dangling participle currently. Batchelder added that it was a potential revenue stream to fund the ambassador program. Batchelder said that bringing everything under the umbrella of OIPI worked well as long as there was a Board. Chehayl said the situation of Board burn out could be mitigated if the operation was set up for success with a cooperative relationship between the City and OIPI. Robertson agreed as said that unified control allowed for greater cohesiveness. He said that the City needed to commit to making the process work.

Wade said that the current situation was precipitated by OIPI communicating their inability to manage the operation with the resources provided. He asked if OIPI would be accepting of the taking over the management of the concessionaire agreement. Tingey said that the Board would be accepting of the proposal. He said that the issues were caused by the Board not being able to address criticisms they had no control over.

Glanc said that moving the concessionaire's agreement under the management of OIPI was threatening to a large source of employment for the community. She said that the concessionaire's agreement included many different things. Robertson said that there needed to be skin in the game from both the City and OIPI in order for both to benefit. Batchelder agreed and pointed out that if the model worked, the City would not have to deal with it as much.

The Committee agreed that the Current Model with Modifications was the best solution.

E. Funding:

The Committee agreed that taxes were not a viable source for funding, but agreed to include it on the possible list of funding sources.

The Committee began a funding brainstorming activity to rate the different aspects of varied sources of funding.

8:42pm Meeting adjourned.

Submitted by:


Hannah Hollenbeck

Approved on: 1/23/2018

Ouray Ice Park Sustainability Committee
January 23, 2018 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Matt Wade; Sam Rushing; Bill Leo (*Leo departed the meeting as noted in the minutes*); John Wood (*Wood resigned his position and left the meeting as noted in the minutes*); Kevin Koprek; and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc (*Glanc arrived to the meeting as noted in the minutes*); Mayor Pam Larson; and Hannah Hollenbeck, Scribe.

6:02pm Call to Order

B. Additions / Corrections to January 9, 2018 Minutes:

Nergui suggested a clarification to the January 9, 2018 minutes regarding the Committee agreeing that taxes were not a viable source of funding, but that it would remain on the worksheet.

A. Additions / Deletions to the Agenda:

Wood read a letter addressed to the City Council, the City Administrator, and the Committee resigning his position. He explained that the Council's recent action to hire a mediator to negotiate the contract renewal and reestablish the relationship between OIPI and the City should have taken place back in July or August 2017. As a result of the approval of the mediation contract, Wood felt that the Committee's course of action was now redundant. According to Wood's letter "*I have always been a proponent of 'Less is More' when it comes to bureaucracy in governance. Thus I am resigning from this committee effective immediately in order to clear the path for open, transparent, and concise mediation to take place between the Ouray City Council and the OIPI Board of Directors.*"

Larson clarified that the tasking of the mediator was to use an independent person to help determine the problems between the City and OIPI and subsequently to use the information to reestablish a better working relationship in order to move forward. Wood clarified that he did not think the mediation agreement was undermining the task or the role of the ISPC; however, the mediation agreement claimed that the role of the ISPC would be a part of the mediation process, effectively putting the work the Committee was undertaking on hold until the mediation process was completed.

Larson said that she viewed the process as three pronged: she said that the ISPC, along with OIPI and City would work together to address and resolve issues in order to determine the future of the Ice Park. She did not view the Committee's work as redundant. Wood appreciated the intent, but thought that the mediation agreement said something else. He felt that the ISPC could play an important part in short and long term planning after the mediation process was completed. Any recommendations prior to that would simply be the Committee spinning their wheels.

Wolfe said that the Committee had been working on a lot of things and that OIPI was a part of the process. She said that she needed to know that OIPI was willing to do some of the things that the Committee was recommending to Council. Wood said that the Committee lacked funds or ability to do anything beyond recommending actions to the City.

Larson thought that the Committee would complete their work by the time mediation began.

Leo said that the ISPC wasn't included in the mediation agreement, but viewed the Committee as a helping hand to the City to provide recommendations for future planning.

Koprek generally agreed with Wood's statement that the Committee was spinning their wheels due to the level of minutia the Committee had been dealing with. He said that the Committee could make suggestions, but any recommendations should come from the stakeholders. He said that to move forward in the way the Committee had been was futile. Koprek suggested that the Committee focus on making "broad-stroke" recommendations.

Robertson agreed with Koprek and stated that he felt the Committee had spent too much time talking about structure. Of the funding ideas that the Committee had discussed, Robertson thought that paying for parking was the most tenable, noting that the revenues could be used to fund the ambassador program. He thought that the Committee should make recommendations at a higher level, like recommending that a lengthy transition period be had. Robertson did not believe that the City had done anything to prepare itself for taking over the Ice Park. He said that if OIPI and the City could get to a place where a multiyear agreement was considered, it would be up to OIPI and City Staff to address the operational issues. Robertson added that the Committee had discussed and agreed there was a need to gather data; he thought that the Committee could suggest what information was needed and how it could be collected.

Leo wanted to discuss the role of the ambassador and how that position could engage in a data collection process. He said that if OIPI continued to fund and operate the Park, then it would up to them to figure out how to fund it. Leo noted that OIPI had done a remarkable job funding the operation for the past 23 years, and additional funding avenues could be investigated for the provision of an ambassador program.

Tyler agreed with Robertson. He said that the best thing to do was to recommend that OIPI remain as the operational entity of the Park for at least another year and through the transition period. He said that the Committee needed to come to a consensus on what structure ensured the best chance of success, and then discuss how to move forward.

Nergui echoed what Wood and Koprek stated. She said that the Committee had lost focus on the sustainability part of the tasking. Nergui said that OIPI had stated previously that they were not included in the City's budget; she suggested that the Committee discuss the viability of establishing a recreation district or other structure. Nergui read from her property taxes, citing how much each taxing entity claimed for yearly operation. She questioned why OIPI or other entity could not become a recreation district. Nergui said that she would gladly pay the tax. Nergui suggested that the Committee refocus their efforts on the long-term sustainability of the Park.

Koprek clarified his earlier statements. He suggested that the Committee streamline their progress and lessen the specificity of their recommendations. He said that recommendations should be along the lines of suggesting that the City find new revenue streams to contribute to the Park's operation.

Wood said that the group had not come to a concise recommendation on what the City needed to seek out of the relationship. He thought that the suggestion would be useful to the City as they went into mediation.

Larson said that the Committee had put out quite a few new ideas and that brainstorming was valuable.

Berwanger said that the City convened the ISPC in order to get recommendations and that the group had been bogged down in the details. He agreed that the Committee should focus on giving big picture recommendations to the City.

Batchelder said that the City's tasking was for both short and long term recommendations. He said that the Committee had previously agreed that OIPI was the best choice for short term operation.

Berwanger said that the Committee should continue to focus on short term and transitional period recommendations. He said that after mediation had finished, the Committee could reconvene to discuss long term options and recommendations based on the agreement and discussions between OIPI and the City.

Wolfe asked for clarification. She thought that the Committee members had very different ideas of the purpose and tasking of the ISPC. Her understanding of the Committee's purpose was to determine if the City or OIPI was best suited to continue to run the Park. She asked if the Committee was supposed to be giving suggestions on how the City could step up to help OIPI or if there was another tasking. Berwanger said that in order to make suggestions for future actions, the Committee needed to agree upon a model based on a relationship between OIPI and the City, and that it was ultimately out of the Committee's control.

Wood said that the Committee needed to understand the City's thinking on the relationship in order to adequately make recommendations on the model. He said that the City could choose to act independently of the recommendation. He said that the Committee's work should be placed on hold until after mediation was completed.

Larson said that the purpose of the mediation was to repair the relationship between the City and OIPI. She said that the Committee was convened in order to make suggestions and recommendations on the short and long term sustainability of the Park. Larson said the processes were cohesive, but also independent of one another.

[Glanc arrived to the meeting.]

Robertson agreed that the mediation would make a much more substantive contribution to the relationship between the City and OIPI, and that it did not preclude the Committee from making recommendations. Regardless of the mediation, a transition period was going to be needed, and the staff members at the operational level on both the City and OIPI sides needed to make the long term recommendations.

Tyler said that there were two things all parties involved could agree on: first, the Ice Park was an asset for the community; and second, the most beneficial thing for the Committee to do was to make a recommendation that set the Park up for continued success. He said that it was obvious that the City wanted to mend the relationship and that it was counterproductive for the Committee to stop their work. He suggested that the Committee recommend that OIPI and the City continue to negotiate and that it be a multiyear process. Tyler said that he was never going to be accepting of a situation where the City took over operation of the Ice Park. He understood that there were likely opposite feelings. He said that the Committee should support the negotiation process, and look at big picture recommendations for all stakeholders, including the users.

Wade disagreed with Wood and Koprek's assessment that the Committee had been spinning their wheels. He thought that the Committee's work was valuable and meaningful, but recognized that it was laborious. He said that whether or not the Committee had control over the outcomes was irrelevant. He suggested that the Committee continue with their work as it was comprised up of a diverse stakeholder group and their opinions were important to the future of the Park.

Glanc agreed that the Committee had done a fair amount of work. She suggested looking past the management model and start discussing the other issues. She said that the management model could be discussed after the mediation process had been completed.

Nergui said that she was unclear of the City's intentions. She said that in June 2017 it was announced that there were no job descriptions or funding for the Park from the City, but the City claimed they were ready to take over operations for the season. Nergui said that City staff needed to be asked if they wanted to undertake the endeavor. Batchelder said that the City recognized the value of the Park and that it did not want to lose the Park as a community asset. Larson agreed. She said that the City was asking the Committee for advice.

Koprek said that he worked with teams on decision making with inaccurate and inadequate information; he said that the key for making decisions in that situation was adaptability. He said that he viewed the recommendation from the Committee to the City to be along the lines of suggesting that the City repair their relationship with OIPI as they had demonstrated operational capabilities, and that the City should develop a process to gather more information to inform a mini-master plan.

Glanc said that the recommendation should wait until mediation was completed. Wood disagreed; he thought that the recommendation was needed prior to the mediation process.

Batchelder asked if the Committee wanted to continue moving forward with discussions or if they wanted to wait until the mediation process was completed. Robertson said that the Committee should continue its work, as there were plenty of remaining topics to discuss.

Dan Chehayl, OIPI Executive Director, recommended that the Committee make a determination on the management entity as it would help inform all other aspects of the discussions.

The Committee agreed to move forward with discussions and agreed to stay away from details, but instead focus on big picture recommendations.

Batchelder said that for the purpose of the mediation process, the Committee was suggesting that the current management structure be retained for short term and transition periods. Glanc suggested that each of the three management models be summarized and presented to the City with a pro/con list.

Berwanger asked Larson if the City would be willing to reconvene the Committee if there was a need. Larson said that she would need to consult with the Council, but assumed that they would want the Committee to continue the work if it was what was needed.

Batchelder summarized the three models (Current, Hybrid, and OIPI Suggested in Summer 2017). Glanc asked if it was possible for the Committee to present the three models to Council prior to mediation with a summary and pros/cons. Tyler disagreed. He said that practically, the only model that actually worked was the current model. He said that the Committee should look at the current model and make suggestions for improvements based on the known weaknesses. He said that undertaking anything else was a waste of time.

Koprek agreed that there was a successful history of the current operations; however, the Committee members needed to recognize that the ISPC was convened based on the feeling that perhaps the Park wasn't what the community wanted it to be. Koprek said that he was reluctant to support anything that deviated from the current model and that the recommendation needed to reflect that. He said that the City needed to engage in a greater level of participation on who was selected to serve on the OIPI Board, meaning that the City work with the current Board to define gaps and needs. In addition, Koprek suggested that the Committee recommend that the City clearly state the identity of what the Park meant to the City.

Batchelder asked if the other members of the Committee agreed with Koprek's statement. Robertson said that he was comfortable forwarding the models to the City prior mediation as it was a fair representation of what the Committee had discussed, as well as with the suggestion that the Committee was in favor of a significant planning activity for information gathering and long term planning. Robertson agreed with Koprek's statement that the City take an increased role in Board member selection and information gathering. Wolfe said that she was accepting of the short term recommendation, but that she wanted to see the Ice Park morph into the City structure. She said that she was comfortable maintaining the current structure for the short term and for a transition period with the understanding that the City needed to have some level of oversight within a five year period. Chehayl asked Wolfe why she was recommending that course of action. Wolfe said that OIPI had come to the City with the proposal for the City to take over operations originally. She thought that if the right people were involved in the City organization, the arrangement could be very successful.

Leo left the meeting as he had a family obligation.

Wood agreed that the Committee recommend that the City proceed with reestablishing their relationship for a two year transitional period. He said that after two years, the term of the City agreements, including the concessionaire agreement would be expired, enabling the transition to the Hybrid model. He said that the Hybrid model was his preference as it allowed the City to have a vested interest in the Park. Wood added that the current winter season was concerning as the snowpack was 27% of normal. Wood operated a business that was 90% reliant on water and he said that, if the situation arose, he could not support an adult ice playground that jeopardized his business. Wood stated that he supported the Ice Park and wanted it to remain an asset but that it needed to become more sustainable. He thought that a two year period was an adequate amount of time to stabilize the relationship between the City and OIPI, and allow for a transition period that gave the City operational resource control.

Koprek said that he did not want to be negative; however, looking back on City's track record of success with the Hot Springs Pool project and prior Ice Park discussions, Koprek was reluctant to support anything with the implication that the City take over management. Koprek said that he had previously supported the transition of the Ice Park to City management, but the last year of the City's project management had not instilled a great deal of confidence.

Wood left the meeting.

Tyler agreed with Koprek. He added that he did not want to create hesitancy from sponsors or other local business partners and members. He thought that four-to-five years was a realistic goal to allow for the time needed to come to concrete solutions. He did not think that a one year time frame was realistic.

Glanc said that Tyler was being speculative. She asked that the Committee survey the sponsors and local business partners. Glanc added that the group may have feedback that the Committee was missing. Batchelder reminded the Committee that the idea was to stay at big picture recommendations and that Glanc's suggestion was too detail-specific.

Koprek said that he was hearing Glanc suggest that the City needed better information regarding corporate sponsors, individual members and local business partner attitudes. He suggested that the Committee recommend that the City advocate for a clear and transparent process for information sharing between the City and OIPI, including information and application forms, questionnaires. He said that the City could work with OIPI to determine what form that came in.

Batchelder asked if the Committee agreed that the current model continue to be the operating structure for the short term, and that the transition period needed to be for a sustained amount of time. He added that there needed to be information and data gathering and sharing activity as well. The Committee agreed.

Larson said that it may be helpful for Council to review the other models in addition to the Committee suggested model. Koprek suggested that other models be included as long as it was abundantly clear that the Hybrid Model and the OIPI Suggested Model in Summer 2017 were not recommended for the short term, but that they were being included for informational purposes only. The Committee agreed.

The Committee began discussing "Exhibit I" to the Current Operating Structure. The Committee agreed to include suggesting that the City take an increased role in OIPI Board member selection. Pankow said that the responsibilities should not be divided; she said that it should simply be a list of items to be addressed. She added

that the City needed input into the ambassador program. The Committee agreed that the list should not be entity specific but that it could contain reasonable suggestions for who the responsible party should be.

Berwanger was wary of getting caught up in the details. He thought that the Committee should simply suggest that the City and OIPI be generally more involved in the processes at the appropriate levels. The Committee agreed.

Batchelder asked if the Committee agreed that the short term model should be in effect for the length of time that was respectful of the task to be completed. The other models would be included for submittal to Council with the disclaimer that the models were discussed without recommendation. The Committee agreed.

Larson suggested that the Committee put together a list of unknowns in order to determine what was needed to discover for the next phase.

Koprek asked if the Committee could also suggest that OIPI bring on a non-profit consult to evaluate the effectiveness of the Park's messaging and help identify areas for improvement for the Board. Chehayl agreed that the effort would be valuable for OIPI.

Tyler confirmed that the Committee was recommending that the short term operational model was the current operating structure. Batchelder confirmed that it was the consensus of the Committee.

Pankow suggested that the full list of funding sources be provided to Council. Larson agreed and suggested adding endowments as a source of funding.

The Committee agreed to review the draft recommendation, in addition to the draft "list of things to include" at the next meeting. The Committee would also complete their discussion on funding and move on to a discussion regarding water.

Robertson asked Glanc for clarifications regarding statements she had made while acting as an announcer during the Ice Festival the previous weekend. Robertson said that Glanc had made a statement regarding paying to climb in the park. Glanc said that she was responding to a question. Robertson said that Glanc had stated she was accustomed to paying to ski and to climb in certain areas and that it had been discussed as a possibility for the Ice Park. Robertson felt that Glanc's statements undermined the Committee and presupposed the outcome of the Committee's tasking. Robertson requested that the Committee members limit statements of that nature until the Committee had worked through their processes. Glanc agreed, and clarified that her statement was her personal opinion, not that of the City Council, and that she had meant it as something that the Committee had discussed.

Glanc requested a correction to the January 9, 2018 minutes. She clarified that she was with one other individual when reporting a group of climbers in the Park to Chehayl.

C. Funding Discussion, Continued:

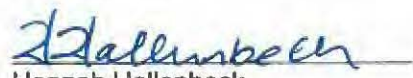
This item was continued to the January 30, 2018 meeting.

D. Water:

This item was continued to the January 30, 2018 meeting.

8:03pm Meeting adjourned.

Submitted by:



Hannah Hollenbeck

Approved on: Jan. 30, 2017

Ouray Ice Park Sustainability Committee
January 30, 2018 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Matt Wade; Bill Leo; and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Sam Rushing and Kevin Koprek were not present.

6:02pm Call to Order

Nergui requested a moment of silence for Mark Miller.

A. Additions / Deletions to the Agenda:

No comments.

B. Additions / Corrections to January 23, 2018 Minutes:

No comments.

C. Items from January 23, 2018 Meeting:

1. Items to Address:

2. Recommendation:

Batchelder explained that the intent of the documents was to for the Committee to agree on some items in order to help inform the mediation process between the City and OIPI. Larson expected the mediation to begin on March 6th.

Wolfe clarified that the recommendations were for the short term option. Batchelder confirmed that was correct.

Pankow said that the current OIPI bylaws included a detailed list of local non-profits and other organizations that could be contacted for Board members. To her knowledge, the Ouray Chamber Resort Association (OCRA) had never been invited to serve on the OIPI Board. Pankow added that OCRA would be very interested assigning someone that responsibility. She suggested that the Committee recommend that OIPI Board review their bylaws and consider more diverse membership, as already provided for in their bylaws.

Nergui thought that the Committee was asking a lot from the City. She thought that there needed to be more citizen input on how the City was allocating and using tax payer dollars and resources for the operation of the Park.

Robertson recalled that the Committee had previously discussed allowing representatives from the City to be OIPI Board members. He was cautious of creating a Board that was too large and had too much representation from one stakeholder. He was intrigued by Pankow's suggestion that a OCRA appointee be a Board member; as the Ice Park had a significant economic impact on the local community, Robertson agreed that OCRA would be a good partner for the Park.

Tyler agreed that having diverse representation on the Board was important, but said that a certain level of autonomy was also very important. He agreed that City representation on the Board would reduce the amount of animosity that had previously been present.

Leo said that there were currently six members serving on the Board. Batchelder said that the bylaws allowed up to seven Board members, with the option to increase membership. Leo agreed that a diverse Board was desirable, so long that transparency and accountability to the public was also maintained.

Nergui advocated for public members that would be approved by Council. She thought it would allow for greater community involvement and transparency. Glanc said that all other City committees required appointees to fill out an application for consideration by Council. Batchelder suggested that if there were vacancies, OIPI would notify the City, and the City would subsequently make a recommendation for potential members. Wolfe did not like that suggestion. She said that many community members, herself included, had been passed over for Board membership. She said that OIPI was very cliquy.

Tyler understood the comments, but said that Board membership needed to allow a certain level of autonomy. He did not feel comfortable with the suggestion that all Board members should be subject to approval or appointment by Council. Tyler felt that some Council members did not know what was best for the Park. He added that OIPI was a separate non-profit organization that needed to be responsible to its user base. He said that losing focus on the user base would create a liability. Tyler said that Board members needed to be an asset to the organization, not a liability.

Glanc suggested that Board members be required to have an 81427 zip code. She said that the Park was in the City of Ouray and that it was a City asset. She said her suggestion was a compromise.

Batchelder said that there was County-wide involvement in the Park. He said that the Committee was comprised of members from the Ridgway and Log Hill area and that local representation could mean something broader.

Tyler agreed, commenting that of the 450 Ice Park Members, only six were County residents.

Larson suggested that criteria for membership be developed. She said that creating a method for evaluating members would allow for autonomy and diversity.

Nergui said that Council members were elected by the residents of the City. She said that they were going to vet and select the best candidates for committees and boards. Nergui added that any citizen could attend Council meetings to voice their opinions and that process allowed for greater input and transparency.

Wolfe said that she had heard that the Board was concerned that there were not enough interested individuals in the City of Ouray; she did not think this that was the case.

Berwanger suggested that the Committee recommend that OIPI consider increasing Board membership by two members and allow those two members be selected by Council. He said that they could be community members

or Council members. Wade agreed. Pankow agreed, noting that it would allow greater community-wide participation in the Park.

Glanc pointed out that she was the Council's liaison to the OIPI Board, and traditionally the City of Ouray Community Development Coordinator was also included. Batchelder confirmed that the liaison position was non-voting. Glanc confirmed that she attended and participated in the OIPI Board meetings, but that she did not vote.

Robertson suggested that the Committee recommend Berwanger's proposal, but allow the City to decide if they were liaisons or actual voting members. He said that the Board members needed to represent the stakeholders of the business, and that OIPI may decide in the future that a sponsor or another stakeholder needed to also sit on the Board. He encouraged that the Committee not recommend something that restricted diversity and flexibility. Wade agreed; he said that OIPI needed to have the latitude to appoint members, but thought that the City Board member appointees needed to have the ability to vote.

Glanc supported Larson's suggestion for creating criteria for Board membership.

Batchelder asked if the Committee was comfortable recommending that the OIPI Board membership reflect the stakeholder groups, and suggest that Board membership be increased by two members that were appointed by the City, and that two City Council or staff members be selected to serve as liaison or ex-officio members. It would also be suggested that OIPI consider creating basic criteria for Board member selection.

Nate Disser, San Juan Mountain Guides, recalled that there was a redline draft of the operating agreement that stipulated *"The City of Ouray and OIPI should mutually prescribe the conditions, application, procedures, qualifications and circumstances regarding the manner in which the OIPI Board member positions are filled. The majority of the OIPI Board member positions should be filled by citizens of Ouray."* Disser said that the language was struck by an OIPI Board representative. Disser said that the Committee should acknowledge that the reason the current situation was precipitated was because there was a loss of connection between the OIPI Board and the community. He thought the proposal to allow greater diversity on the Board by allowing sponsors or non-local members was nice; however, he did not think that it was practical to think that non-local stakeholders could attend meetings or positively engage in the meetings in a way that allowed them to fulfil the stated purpose of the Board. He thought it was a good idea, but that it was too far out of reach.

Batchelder said that a general board and an executive board could be established to allow the different levels of participation, but that it would require a change to the Board's bylaws. He said it was possible that OIPI had grown to the degree that they needed to look at a different structure for Board oversight; however, it was outside the "big picture" recommendations.

Nergui thought that the Committee could make the suggestion of the language that Disser read. She said that the majority of the Board members needed to either live or work in Ouray. Nergui said that it was difficult to see the impact of the Park on the Ouray economy unless it was seen on a daily basis.

Glanc wanted to retain the historical practice of allowing the Community Development Coordinator and a Council member to service as liaisons. Pankow said that the current recommendation would allow for two liaisons and two City-appointed Board members. She recommended that the Council liaison deliver more comprehensive reports to the City.

Batchelder said that the recommendation be simple, and that if further clarification was needed from the City, the Committee could be consulted. The Committee agreed.

Robertson said that the Board members should commit to attending and participating in the meetings. Batchelder said that the Board's bylaws included an attendance provision. Robertson said that Board members did not need to live or work in the City of Ouray to understand the impact the Park had on the local economy. Nergui disagreed. Batchelder cautioned the Committee from defining the requirements too much.

Glanc asked that OIPI be required to notice their meetings. Batchelder said that non-profits were not subject to any statutory requirements for holding public meetings. Glanc understood, but thought it would be nice to post when meetings occurred. Glanc asked Leo why citizens couldn't attend OIPI meetings. Leo said nothing precluded citizens from attending. He said that prior Board members became burnt out from citizens coming to meetings and complaining about things that the Board had no control over. Leo said that the Board wanted the City to take some ownership in the City-owned asset. Glanc said that, as OIPI signed the Operating Agreement, it was their responsibility to deliver on the provisions of the Agreement. Leo countered that OIPI had no control over certain provisions, like water, and that it was impossible to deliver something that they had no control of. Glanc said that OIPI signed the Operating Agreement and that they were the responsible party. Leo said that the City signed the Agreement as well.

Batchelder agreed that when a volunteer Board was put into difficult position, it was nearly impossible to retain members. He said it was problematic that OIPI was tasked with the responsibility and accountability of operating the Park when they did not have all the tools for success.

Wade thought the conflict illustrated the key element that needed to be addressed. He said the Committee was headed in the right direction by its recommendation for City representation on the Board. He said that it allowed broader representation and ability to address issues that arose, and that it allowed the City to be a part of the response.

Pankow was accepting of the recommendations. She said that if citizens had input, they needed to be more vocal with Council. It would be the liaison's responsibility to communicate the concerns back to the OIPI Board.

Glanc thought that citizens were frustrated because there was not an obvious avenue for speaking with the Board. She added that if there was no response the concerns would continue to circle. She did not think that citizens knew they could speak to the liaison. Leo said that there were various ways to communicate with OIPI staff, but that it could always be improved.

Wade suggested that increased communication to the public regarding the Ice Park from both the Board and City Council be added to the Recommendations draft. The Committee agreed.

Nergui said that best practices could be weaved into the Board bylaws to ensure efficient turnover practices and to avoid burnout. Batchelder said it was beyond the Committee's authority to recommend that; however, he was aware that the Board may be embarking on a process to fix internal issues.

The Committee agreed that data collection and sharing should be included in the recommendations. Glanc suggested that reporting be added. She said it was important for interested individuals to be able to locate and decipher information. Pankow agreed, and added that it was important not just for the City and OIPI, but for local businesses to have access to information regarding who was using the Park, and when they were using it. The Committee agreed.

Batchelder said that data collection and information sharing was vital; however, OIPI was not necessarily set up to perform the task and they may not have the financial or staffing ability to fully perform the task. He said that the recommendation was not a recommendation, but that the Committee agreed that it would be something that was very helpful.

The Committee agreed to retain the recommendation for the Ambassador program in both the Recommendations draft and in the list of items to be included in the Operating Agreement. Berwanger suggested that a portion of the data collection be included under the Ambassador program. The Committee agreed.

Robertson said that the Park was changing in terms of the number of days it was open and the variable conditions. He suggested that there needed to be a provision of adjusting the concessionaire's allocation with the capacity of the Park. He said that the capacity and the allocation needed to be scalable. Glanc did not agree. Disser said that the topic had been discussed many times and that OIPI had made some suggestions to address overcrowding and guiding in the Park. He said that the guiding community was open to the discussions. He said that if the "new normal" of the Park was 60-70 days then the stakeholders needed to come up with solutions to make the Park viable for all parties involved; however, Disser said that focusing only on the concessionaire and the sanctioned guides in the Park would miss the issue of the other unmanaged user groups. Robertson agreed. Disser continued to say that there was a litany of groups that were using the "educational group" loophole to engage in "pirate" guiding. He said that there had been many attempts to curtail this from occurring, but nothing had been successful. Disser said that independent users needed to be discussed as well. He struggled to understand why independent users were seen as having a higher value than guided groups. He said that the guide community did a lot to alleviate crowding and enforcement of the rules. Disser said that the conversation needed to be had regarding other user groups.

The Committee agreed to add a recommendation that the City and OIPI needed to work together to address the management for guide services and establish similar rules and fees for other non-commercial groups.

Glanc asked if a report on the capital improvements could be included in the Operating Agreement. Robertson thought that it was an element of the long term sustainable model. Glanc agreed, but thought it was a short and medium term need as well. Batchelder said that if improvements were planned on City owned or controlled property, it needed to be presented to Council. Berwanger said that the Operating Agreement already included a provision for an annual report. Batchelder suggested that the Committee consider recommending that the annual report offer information on the previous year's operation, as well as a list of anticipated projects.

Robertson agreed to the recommendation, and added that the City should also report on their progress of creating capability, if they were to take over operations, or a portion of operations.

Nergui said that, in order for the City to build operational capacity, they needed to be presented with information on the Park's funding. Glanc did not think that the City needed to report; she said that any information would be publically available through the Council meetings.

Robertson said that the City was supposed to be working towards taking over the operation of the Park over a period of two years and that it did not happen, resulting in the need for an extension agreement. He said that the City needed to work towards that progress if it was decided the City would be taking over operations of the Park.

Pankow suggested that the recommendation be more general. She said that the Park and the City should continue to report to one another about the season, and any anticipated improvements. The Committee agreed to add an item to the Operating Agreement that called for the City and OIPI to continue and expand reporting to one another regarding the season, capacity and capability improvements.

D. Funding Discussion (continued from 1/9/2018 meeting):

Robertson asked Pankow if the annual Jeep Raffle could begin during Ice Fest. Pankow explained the State regulations for raffles.

Nergui wanted to further explore the shuttle idea. She said that it could be utilized for the winter and summer seasons.

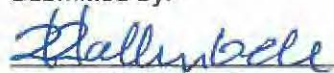
Wolfe said that having an idea of the Park's budget would help inform the funding discussions. Wade agreed, and asked if OIPI could be asked to provide a breakdown of their funding by percentage. The Committee directed Hollenbeck to make the request to the Ice Park Board.

E. Water:

Batchelder would invite Marti Whitmore to the February 6, 2018 Meeting to discuss water rights on the Western Slope.

8:03pm Meeting adjourned.

Submitted by:


Hannah Hollenbeck

Approved on: Feb. 6, 2018

**Ouray Ice Park Sustainability Committee
February 6, 2018 6:00PM, Ouray Community Center**

Those present for the session were: Committee members Steve Berwanger; Dolgio Nergui; Betty Wolfe; Sam Rushing; Heidi Pankow; and Kevin Koprek; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Bill Leo; Logan Tyler; Frank Robertson; and Matt Wade were not present.

6:01pm Call to Order

A. Additions / Deletions to the Agenda:

The Committee agreed to schedule meetings for February 16th at 5pm and February 1st at 6pm.

B. Additions / Corrections to January 30, 2018 Minutes:

No comments.

C. Water: [The discussion referenced Wright Water Engineers, Inc. "City of Ouray – Raw Water Pipeline Conceptual Alternatives and Costs Report].

The Committee agreed that Alternative 3 was the best option for the short term recommendation. Larson said that the City was currently working towards the recommendation.

Batchelder said that Alternative 2 was the next option in terms of cost; however, it did not address all of the issues. Wolfe asked if the Hydroplant was still operational. Larson said that it was, but only in the summer time. Nergui said that Alternative 2 would require the installation of a pump as it was downstream from the Park; she thought it was an inexpensive short term option. Batchelder pointed out that there would be ongoing operations and maintenance costs.

Nergui said that Alternative 1 would provide needed redundancies to the City's water supply. Batchelder agreed and said that there were benefits associated with Alternative 1; however, the costs were significant. Larson agreed and thought that there was an opportunity for creative financing when the Committee discussed funding sources. Larson added that the South Reservoir needed to be included in the Committee's water recommendation as well.

Batchelder asked for an explanation of how the South Reservoir worked to supply the Park. Larson said that that the overflow line from the City water source emptied into the Reservoir. She said that the Ice Park had historically pumped the overflow water to areas of the Park. Berwanger said that the Park had stopped using the Reservoir due to leaky areas washing out routes. Berwanger said that he and the Ice Farmers had completed improvements to the Reservoir in the fall, and that it had been used earlier in the 2017-2018 season, but that it needed additional work in order for it to be a reliable source of water. The Committee agreed that improvements to the South Reservoir were an attainable short term recommendation for the provision of water.

Rushing said that some areas of the Park could not be reached by the current gravity-fed system of the South Reservoir. Dan Chehayl, Ice Park Executive Director agreed. He said that a pump would be needed for any route south of the Reservoir. Chehayl explained that Ice Park staff had stopped using the Reservoir as it was difficult to regulate the pressure with the gravity-fed system; however, the early season use to the Reservoir was vital to the Park's current conditions. Chehayl thought that if the leaks and pressure issues could be addressed, the South Reservoir would be a viable solution for next season. Berwanger agreed that having a proper plan for repairs and maintenance would help address the leaks and pressure.

Wolfe asked if it was realistic to fix all of the leaks. Berwanger said that it was realistic. He said that the man-made wall could be properly sealed, and the leaks coming through the ground could also be addressed. He said that coming up with a solution for a proper distribution system would be the most difficult part, but thought that it could be accomplished.

Nergui asked if it was important for the Committee to recommend that the City find other non-potable water sources for the provision of water to the Park. Larson agreed, and said that the City was currently working towards accomplishing that goal.

Chehayl asked for clarification of Alternative 2. Larson said that the idea was to put in a pump at Oak Creek in order to move the water up to the Park for non-potable use. She said that it may be a viable medium-term solution. Berwanger asked if the Committee could request that the City obtain engineering and cost estimates for Alternative 2. Nergui said that the City could pursue some grants in order to offset costs. Batchelder agreed, but explained that the kinds of governmental grants available for infrastructure improvements typically required a 50% grant match. Katie Sickles, City of Ouray Administrator, said that diverse public/private partnerships were necessary for obtaining some grants.

Glanc asked if there was a possibility of installing a water tank for Ice Park use. Chehayl said that water tanks were very expensive. Glanc said that there were limited water resources in the southern-end of the park, unless the Uncompahgre River was used. Chehayl said that Uncompahgre River water was not a good source for ice as the particulates and darker color caused the ice to melt at a faster rate.

Wolfe suggested that Alternative 2 be the preferred short term recommendation. Batchelder explained that there were ongoing operation and maintenance costs associated with Alternative 2. Wolfe asked if it could be recommended that Alternative 2 be pursued concurrently with Alternative 3. Nergui agreed, and added that Berwanger had previously suggested that engineering cost estimates be obtained for Alternative 2. Berwanger said that it was important to get cost estimates for all options and to weight the costs and benefits.

The Committee agreed to recommend that the City obtain engineering cost estimates for Alternatives 1 and 2, and subsequently develop a funding source to support their implementation. Additionally the Committee requested that the City be tasked with analyzing the data based on cost and available resources to determine long-term sustainability for all stakeholders.

[Koprek joined the meeting].

Batchelder asked the Committee if they thought that the City should ask OIPI for their long-term vision of the Park during the mediation process. John Walker, OIPI Board member, agreed to the direction. He added that the Committee should engage with the OIPI Board in a question and answer session, similar to what the Committee

had done with Eric Jacobson. Walker thought that it made sense for the Committee to discuss their recommendations with the Board in order to prevent the Committee from forwarding recommendations that were not agreeable.

Batchelder agreed that the exercise would be helpful; however, it may not be realistic given the constrained time frame. He asked if the Committee would be willing to invite the Ice Park Board prior to discussing long-term recommendations, if the City was willing to reconvene the Committee after mediation. Nergui agreed, but only as long as the entire OIPI Board would commit to attending. She said that unless the Board was acting as a unified body, there tended to be conflicting messages. Koprek said that he was reluctant to invite the Board based on prior conflicting messages and level of input. He said that the Committee's purpose was to make recommendations to the City. He agreed with Nergui that the entire Board needed to be in attendance, if they were invited to a meeting. Wolfe agreed with Koprek.

Walker asked why the Committee would not want to gather as much information as possible in order to make the most informed recommendations to the City. Berwanger agreed that Walker had a good point, and said that it was very beneficial that OIPI Board members and staff served on the Committee and attended meetings. Berwanger said that if the City wanted the Committee to continue their work for the purpose of long-term recommendations, the OIPI Board could be invited for information and fact finding. Walker agreed.

Pankow said that the recommendations were public and that if there were formalized questions or clarifications from the Board to the Committee, the Committee could consider them. The Committee agreed.

D. Funding Discussion (continued from 1/9/2018 meeting): *[This discussion referenced the Funding Brainstorming Document.]*

The Committee agreed to rank the previously developed funding sources on the following spectrum: 1) best value for the Park; 2) next best value for the Park; 3) not a good value to the Park.

Glanc thought that it would be easy to implement a pay-to-play model. She said that other recreation areas like Rifle Mountain Park or ski areas could be used as models. Koprek said that areas like Rifle Mountain Park and ski areas had infrastructure, programs and liability management in place. He said that OIPI did not have comparable resources or infrastructure. Glanc said that user fees could be paid in a simple fashion, like at a self-serve kiosk or through donation boxes. Koprek agreed. Glanc said that users were coming to the Ice Park with the expectation of man-made ice, and a certain experience. She said that the user fee could be framed as a mechanism to sustain the experience and the Park. She said that free use was not sustainable for the experience.

Rushing thought that a user fee could be looked at in the long term recommendations. He added that Eric Jacobson was not supportive of the pay-to-play model.

Nergui said that the Committee's biggest recommendation to the City was the need to gather more data on the Park's use. She said that data could be a byproduct of a user fee. Berwanger said that donation boxes could be established in strategic areas of the Park. Keith Garvey, Peak Mountain Guides, agreed. He said that there was significant value in donation boxes. Garvey added that there was limited marketing from the Ice Park on how users could donate money and that donation boxes were a simple way to capture those funds.

Peter Lantz said that he was an annual visitor from Salt Lake City and that he was willing to pay for use of the Park.

The Committee agreed that donation methods could be enhanced.

Chehayl agreed that he had heard colloquially that there were users that would be willing to pay for use; however, he was wary of the associated cost for implementation.

Berwanger suggested making two separate funding suggestions: passive and mandatory user fees. The Committee agreed.

Pankow explained her idea of a reservation system for a specific area. She said that she had recently attended a conference in which the National Park reservation system was unveiled. She said that there were areas that were being loved to death, resulting in the need for implementing visitor restrictions. Pankow said that general routes could be available, but if a person or a group wanted to reserve a specific route or area in the Park, they could be charged for the privilege. She said that there were models that could be copied. Glanc appreciated Pankow's comments; she said that the suggestion was unpopular, but based on the current problem of overcrowding, it should be discussed as a long term goal.

Koprek said that the reservation idea could be used as a pilot program for eventually implementing mandatory pay-to-play fees. He thought it seemed like a reasonable way to branch into developing the infrastructure and legal ramifications.

Glanc said that OIPI had implemented an ambassador program that past weekend, and said that it was very helpful for enforcing rules and collecting data. Chehayl said that there were 13 non-commercial groups with a total of 90 climbers; of the 13 groups, 12 had registered with the Park. Chehayl added that there were also 8 commercially guided groups with 22 clients.

The Committee agreed to remove user registration from the funding sources and add it to the list of recommendations.

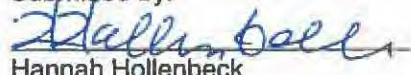
Nergui was wary of a potential push back from local businesses if food vendors were allowed in the Park during the season. Chehayl said that local businesses could be the vendors.

The Committee agreed to add shuttle services, both in the winter and summer, to the list of long term recommendations.

Walker said that he had provided the requested documentation of Ice Park income by percentage. It would be forwarded to the Committee.

7:57 Meeting adjourned.

Submitted by:


Hannah Hollenbeck

February 6, 2018

Approved on: Feb. 16, 2018

Ouray Ice Park Sustainability Committee
February 16, 2018 5:00PM, Ouray Community Center

Those present for the session were: Committee members Dolgio Nergui; Betty Wolfe; Sam Rushing; and Kevin Koprek; Matt Wade; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Bill Leo, Steve Berwanger, and Heidi Pankow were not present.

5:11pm Call to Order

A. Additions / Deletions to the Agenda:

No comments.

B. Additions / Corrections to February 6, 2018 Minutes:

No comments.

C. What exists currently, and what can be recommended to improve it:

1) Facilities & Grounds

a. Restrooms

Tyler explained what currently existed. He did not think there was too much of a problem with the current offering. Glanc agreed, but added that the area near the Grad School route could use a facility. Tyler agreed. He said that redesigned signs would also help. Tyler said that OIPI was working to revise the current signage and identify what additional information was needed.

Glanc asked if permanent bathroom facilities could be installed in a strategic location to serve both summer and winter needs. Koprek said that the two existing seasonal toilets were installed in cooperation with the Alpine Club. He said that it was the Club's impression that the facilities were intended to be temporary and that they were willing to assist with the installation of a long term composting toilet.

Glanc said that the area was near the longest portion of the Perimeter Trail that did not have a bathroom. Installing a permanent year-round facility would address a number of issues.

Koprek said that when the Mountain Rescue Barn was built, there was some discussion with the City regarding cooperating and working towards connecting the building to the City's sewer system. He said that it was Mountain Rescue's intentions to revisit the discussions and that some discussion could be had regarding installing a permanent bathroom to be tied into the City's sewer system.

The Committee agreed that there should be more permanent facilities, and composting toilets; where feasible, strategic partnerships with organizations like the Alpine Club and Mountain Rescue should be pursued; grant opportunities like GOCO, could also be utilized. Revenue sources may need to be used for the development of the facilities.

b. Trash

Tyler said that OIPI had a 6-yard dumpster, in addition to cans at the north and south entrances of the Park. He said that Alpine Bank had donated recycling cans as well. Tyler said that there were some issues with the system, but generally it was effective. He said that the road to the dumpster was rarely plowed and that it could create issues, but there were limited locations for alternative placement.

Larson said that the Park should have two or three year-round bear-proof containers. Batchelder said that the Ice Farmers were currently managing the trash; if there were summer-use trash cans, the City would need to manage the collection.

Glanc said that if there was a permanent bathroom facility, trash cans could be placed nearby.

The Committee agreed that permanent, bear-proof trash cans be used in high traffic areas. If permanent bathroom facilities were developed, the cans could be located in the same area. The current practice of pack-in, pack-out should always be applied.

c. Parking

Glanc suggested that the portion of County Road 361 at the Sutton Mine trailhead be widened to allow for additional parking. She said that the area was popular in the summer as well. Robertson agreed that widening the road would make the road safer.

Koprek asked about the road leading to the dam. He said a parking area could be created at the top of the Kid's Wall climbing area. Larson said that some of the property was United States Forest Service (USFS) jurisdiction, but that something could be worked out. Nergui agreed, she said that the USFS was interested in building more sustainable parking areas. Koprek agreed; he added that homeowners in the area had always taken issue with the parking and pedestrian traffic on County Road 361. He said that diverting parking away from the road would address a number of concerns.

Tyler said that Koprek's idea would allow for paid parking. He said that the revenue could fund the Ambassador program and a dedicated person to manage parking throughout the Park.

Robertson asked about the Box Canyon Park parking lot. Glanc said that the road was a one way road, and that it was too narrow to allow for cars to pass. She added that if the one way was reversed, it would impact anchors on the Five Fingers climbing area. Batchelder asked if it was possible to widen the road. Tyler did not think it was possible; he said that the road was already degrading and was limited by the gorge and rock face. Wolfe said that if it was paid parking, a staff member could control traffic. Batchelder asked how large the parking area was. Larson estimated 30-45 spaces. The Committee agreed to retain the Box Canyon Park parking area as a suggestion.

Koprek said that the old dump near the southern end of the Park could be used as additional parking. Tyler agreed, but said that Eric Jacobson may have concerns about allowing parking there. Larson agreed, but wasn't sure who owned the property. The Committee agreed to add it to the list of recommendations. Koprek said that if that area was opened for parking, County Road 361 parking should be restricted in order to control access to the Park.

Batchelder said that any consideration for paid parking on CDOT or County property would require coordination and agreement with the entities.

Glanc suggested that the Committee recommend increased organization of the current parking arrangements. The Committee agreed.

i. Shuttle service

Glanc said that the shuttle route used during Ice Fest was very effective. She suggested that the Committee recommend that the route be replicated. Batchelder asked what the cost of the shuttle service was. Tyler did not know; he said that it was performed by volunteers and that the operating costs were donated.

Koprek said that a request for proposal (RFP) could be solicited for the provision of services on the weekends.

Tyler asked how the guide services brought clients to the Park. Nate Disser, San Juan Mountain Guides, said that clients met at the San Juan Mountain Guides office and were shuttled to the Park. He said that during the week some clients met guides at the Park, but primarily the company's van was used.

Koprek said that if a fee was charged for parking, it would have to be closely coordinated with the shuttle service in order to ensure viability for both revenue sources.

Larson said that Rotary Park was a good place for parking and shuttle pick up/drop off. She said that there were other possibilities. Batchelder said that it was possible that local business owners would object to the location being outside of the City. Glanc pointed out that the Ice Fest shuttle route included stops on Main Street.

The Committee agreed that the shuttle service be available on weekends and could include the provision for weekday service.

Disser said that if both of the current parking areas were full, it was a safe assumption that the Park was already at capacity. He thought that creating more parking would contribute to the overcrowding issue. He said that the shuttle service and the current parking areas were sufficient for the Park's current capacity. The Committee agreed to add some conditions to the parking recommendations based on Disser's statement.

The Committee agreed that the shuttle service be offered on a trial basis. Sickles pointed out that any provider with a rolling stock would want a longer commitment. Larson said that seasonal jeep rental companies that had previously discussed providing a shuttle service. Tyler thought that the shuttle service fee could be worked into the Ice Park Membership fee as well. He said that OIPI was potentially interested in providing or working in collaboration with a business to provide the service. Wolfe asked if the service could be performed by volunteers working for tips. The Committee agreed to the recommendation, but was wary of accountability and reliability.

d. Entrance and Area Specific Signage

Tyler said that there were currently a number of signs in a variety of conditions present in and around the Park. He said that it was OIPI's intention to work on a more cohesive signage plan. He agreed that the overabundance of signs lead to users ignoring them. Tyler said that the area near the Powder House was very confusing to visitors, as well as signage for County Road 361. He suggested that the County Road 361 sign be moved further up the road to minimize confusion with the Box Canyon Park Road. Koprek agreed that that signage as a whole needed to be improved. He thought the project was ideal for a college program to develop a plan for designing effective signage.

Glanc agreed and added that wayfinding and signage was a City-wide issue. Katie Sickles, City of Ouray Administrator, said that there were educational programs that would be helpful in developing and implementing a cohesive signage plan. Glanc said that the State Office of Recreation could be a useful resource, particularly as a part of the larger master plan process.

Glanc asked about the entrances to the Park. Tyler said that there were effectively three entrances to the Park. The entrance near Dick's Chalet had become the unofficial main entrance, as it contained a gate that could be open and closed. He said that the other entrances were not gated, resulting in some issues with users entering the Park before it was officially open. He said that the Park Ambassador was helping to resolve this issue.

Glanc said that many visitors to the Park did not realize they were actually there because the facility lacked an entrance sign. Tyler thought that a banner sign could be put up seasonally across the bridge near Scottish Gullies. The Committee agreed that it could be included in the wayfinding and sign plan process.

2) Facility Use

a. Educational & Non Profit Group Use

Disser explained that educational and nonprofit groups were supposed to register through the OIPI website. He said that there was no limitation on the groups; he cited an example where there would be four groups of six climbers that were effectively one large group. Disser said that the perception to the public was that the groups were guided. He said that the information gathered by the Ambassador would help inform how to best deal with the different types of uses in a way that balanced crowding and bring a greater awareness and understanding of the rules of the Park.

Robertson asked why the non-commercial groups were not subject to the same set of rules and requirements as the commercial guiding groups, and why they were not required to pay for the use. He said that the management of the non-commercial groups needed to parallel that of the concessionaire agreement for fairness and equity. He said that most of the time the non-commercial groups were undistinguishable from the commercially-guided

groups. Robertson said that there may be times where the large non-commercial groups could not be accommodated.

Keith Garvey, Peak Mountain Guides, agreed with Disser and Robertson's statements. He said that the majority of the non-commercial groups had a group leader that was facilitating the trip, and most were getting paid. He thought that the non-commercial groups should be subject to the same regulations as the commercial guides.

Batchelder asked if all of the non-commercial groups had guides. Disser said that it was a difficult question to answer, as some of the group leaders were volunteering their time; he said that there were instances where the groups were using their status as an education group to skirt the rules.

Garvey agreed and said that it was difficult to see the non-commercial groups utilizing higher ratios; he said that guides were required to maintain one guide to four clients, while non-commercial groups were allowed six clients to one guide.

Koprek said that standardizing or even limiting the group sizes could help address overcrowding. Koprek added that the way the two groups were managed was fragmented; the City administered the concessionaire agreement while OIPI managed the non-commercial group. Koprek encouraged the Committee to understand the diverse non-commercial groups that used the Park. He said that some were universities and college; however some were climbing clubs that had affluent middle-aged members that stayed in local hotels.

Wade agreed with the statements, particularly with Robertson's comment that the non-commercial groups were undistinguishable from the guided groups. Wade suggested that the Committee look at the larger picture to determine what the goals were and how they could be accomplished. To achieve this, Wade suggested that the Committee look at how the Park was used, determine the capacity of the Park, and identify what groups were using the Park. He said that examining the three categories would ensure resource protection, visitor and worker safety, and the quality of the experience. The Committee agreed.

The Committee agreed that there should be equity and consistency with non-commercial and commercial rules and regulations.

Tyler agreed with the direction, but said that the Ice Park had a long history of being a training ground. He did not want to discourage beginner groups from coming and enjoying the Park. He said that the non-profit groups were instrumental to the Ice Park and that it was mutually beneficial relationship. He agreed that stricter controls needed to be placed on pseudo-guided groups.

Disser appreciated Tyler's comments but said that the reality was the majority of the non-commercial group leaders were inexperienced with the terrain, and did not follow the rules. Disser said that the imbalance created by larger groups was impactful on all users. He said that the commercial guides started every session with a safety briefing, and detailed the rules and regulations of the Park. He said that it was a part of the guides' culture and expectations and the same behaviors were not matched by the guides of the non-commercial groups. He said that the problem resulted in detracting from the overall experience for all users.

Glanc said that limiting group size wouldn't deter users from learning how to climb. She said that Park was generally empty during the week. She asked if non-commercial groups could be encouraged to come during weekdays. Glanc added that if guides were not trained to deal with six people, it could become hectic. She said that when she was in the Park, she frequently had to use her own first aid kit or other materials to help an underprepared non-commercial group.

Tyler agreed with Glanc, adding that OIPI needed to do a better job regulating the non-commercial groups. He said that OIPI was working to address the problems. He agreed that it was difficult to do as the concessionaire agreement and non-commercial groups were not regulated under the same entity.

Robertson said that a culture change needed to occur. He said that the Park was a scarce resource that was subject to variables. He said that implementing new requirements and rules were a part of establishing the new culture. Tyler agreed and said the Ambassador program was endeavoring to assist with that. He said that aligning the rules would be helpful.

Wade asked if the Ice Park would like to be managing all groups. He asked if the template that the guides were using could be transferred verbatim to be applicable to the non-commercial groups.

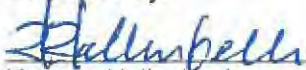
Rushing agreed that the rules should be standardized.

Koprek said that it made sense to standardize the requirements, but was wary of continuing the "us versus them" theme. He cautioned the Committee from engaging in the division.

Wade said that determining capacity was needed in order to properly manage the user groups. He agreed that education was a good use of the facility, as were the commercial activities, but determining the base capacity and use would help allocate how much use was appropriate for each group. Batchelder agreed that Wade's comments were valid, but said that the number of days were variable. Disser disagreed somewhat. He said that there were no sufficient mechanisms for evaluating use by the non-commercial groups. He said that the guide services had data on use and that they had adapted to the heavy use on the weekends. Disser thought that there was a way to balance the uses.

7:57 Meeting adjourned.

Submitted by:



Hannah Hollenbeck

Approved on: FEB. 21, 2018

Ouray Ice Park Sustainability Committee
February 21, 2018 6:00PM, Ouray County Courthouse

Those present for the session were: Committee members Dolgio Nergui; Betty Wolfe; Sam Rushing; Kevin Koprek; Matt Wade; Bill Leo; and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Logan Tyler and Steve Berwanger were not present.

6:01 Call to Order

A. Additions / Deletions to the Agenda:

Nergui said that she had spoken with Ouray County's Land Use staff regarding the pit toilets and clarified that any pit toilets would have to have a State-approved design. She said that the State had not approved any designs for pit toilets.

B. Additions / Corrections to February 16, 2018 Minutes:

No comments.

D. Finalization of Recommendations:

Robertson said that the Committee needed to strongly recommend a long-range planning effort. He said that staff from each entity needed to have the opportunity to share information and develop solutions and recommendations. Wolfe said that she was not comfortable leaving the discussions up to staff members; she wanted broader participation from City Council, the OIPI Board of Directors and other stakeholders. The Committee agreed.

Batchelder said that OIPI was used in the recommendation as a substitute for whatever the transition entity was determined to be, outside the short-term operating model recommendation. The Committee agreed.

The recommendations would be reviewed at the March 6th meeting.

C. What exists currently, and what can be recommended to improve it:

1) Facility Use:

a. Educational & Non Profit Group Use (continued from February 16, 2018)

Wade recalled that the Committee had identified some additional goals for helping to inform the discussion and recommendations for non-commercial use, including some discussion about economic contribution. Robertson agreed and said that the recommendations should include a statement regarding the importance of the Park to the local economy, while balancing all other uses and benefits. Koprek said that it needed to relate back to the mission of the Park. The Committee agreed.

Wade said that the Committee had previously recommended that the rules and regulations pertaining to commercial and non-commercial groups be standardized. In addition to this, he suggested that an allocation of days be given to non-commercial groups, as determined by a capacity study. Robertson agreed, and added that it needed to be based and managed on a sliding allocation, as conditions allowed.

Nergui said that the Committee needed to develop creative ways to encourage users to use the Park on weekdays to prevent overcrowding on weekends. Rushing agreed. Wade said that creating an avenue to distribute use would be helpful. Sickles said that United States Forest Service (USFS) had recently proposed reservation and management strategies regarding the administration of the Hanging Lakes area, which had seen exponential demand for use. She agreed that a long-range planning effort should include a capacity study.

Wade read from the 2001 concessionaire agreement. He said that the operating plan specifically held a provision offering preference to guide services that hosted clients during the week days in order to control overcrowding on weekends and holiday weekends. Wade said there was never any system to implement the provision, simply a base allocation of service days that guide services used as they wished. He said that limiting use by allocating a lesser percentage of user days on the weekend was a real solution. Dan Chehayl, OIPI Executive Director, said that it was the OIPI's intention to begin regulation on non-commercial use during the weekends. He explained the idea that OIPI would open up a set number of non-commercial group registration spaces on a shared calendar; the spaces allowed on a weekend would be much fewer than weekdays. Chehayl added that the allocation of user days should be determined by the Park's conditions. He said that if 25% of the Park was open, only 25% of user days should be allowed. Batchelder said that the proposal would be very impactful to guides and businesses.

Wade said that incentives needed to be given in order to direct business to weekdays. He proposed that a greater amount of use be allocated during the week in exchange for limiting weekend use.

Nate Disser, San Juan Mountain Guides, explained that his business had implemented a calendar which tracked real-time use data from the commercial services that volunteered to report. He said that he performed an analysis of mid-week versus weekend use and the current season was weighted towards mid-week use by 68%. He added that the guiding services had adapted to the crowding during weekends, but was amenable to more substantive discussions. He thought there was potential to Wade's statement regarding incentivizing groups to come during weekdays.

Wade thought that Chehayl's statement regarding allocating user days according to the Park's conditions was understandable, but the majority of the non-commercial groups took registration for the programs in the summer and fall and there was no way to predict the conditions. Chehayl said that worst instances of overcrowding occurred when there was limited terrain and an influx of commercial, non-commercial and recreational users. He said that it was difficult to have to explain to recreational users that no terrain was available due to non-commercial and commercial users.

Glanc said that if the Park was not open to capacity, she would prefer to limit non-commercial groups first. Koprek cautioned against making a judgement on who was going to be limited.

Batchelder suggested that the recommendation of economic benefit be broad to include all user groups. The Committee agreed. Koprek said that economic benefit would result from excellence in all areas by the operating entity.

Nergui said that user benefit should be given greater credence than economic benefit. She said that the week between Christmas and New Year's was typically a busy weekend for the Park and surrounding ski areas. She did not think that the local business community would appreciate if use was limited that time of year.

Glanc said that the Committee kept returning to the topic of capacity. She thought that a sign-up process would limit use and potentially push out users and groups.

Keith Garvey, Peak Mountain Guides, asked if there were established definitions for non-commercial or educational groups. He said that most of the guides with non-commercial groups were being compensated. Batchelder said that there were definitions for "instructed groups" and "non-commercial groups, clubs and organizations" as defined on the OIPI website, but agreed there needed to be some further definitions and distinctions.

Chad Peele, San Juan Mountain Guides, said that all of the groups were comprised of users that patronized local businesses. He said that most of the users fell into the commercial category because they desired professional guidance on the sport. He said that the guide services were filling a need for the service. Peele said that he did not want to limit the experience of users.

Koprek said that the Committee was approaching the issue from the wrong position; he said that the Committee was attempting to find a regulatory solution to a problem they did not fully understand. He suggested that the Committee recommend that other agencies and organizations that had dealt with issues of overcrowding, varied use and other operational concerns be consulted. Nergui suggested that a pilot program where recommendations could be experimented be implemented. She said that certain areas could be designated as lead only areas.

[Pankow left the meeting].

Batchelder said that the issue would not be solved quickly or easily. He suggested that the Committee remain focused on "big picture" recommendations.

Glanc stated that the current definition of non-commercial did not match its use. She suggested that the definitions be restructured.

Grant Wilson suggested that local businesses be recruited to offer incentives to customers staying during the weekdays. Wolfe said that the majority of hotel owners were already offering discounts for weekday stays. She said that the hotel owners were responsible for increasing business in the shoulder seasons by offering deals.

b. Commercial Use – Concessionaire & SGS's

Wade explained that the current system used to oversee commercial guiding was a service day system. He said that guide services were allocated a certain number of service days. A service day was defined as one guide with up to four clients occupying no more than two routes at any given time. As a service day could constitute one guide with one client or up to four clients, there was no way to accurately measure the actual use of the Park or the impacts on the infrastructure. Wade suggested that the service day system be transitioned to a user day system. Wade continued to explain that, currently, there were 600 service days allocated to the guide services. If each day allowed up to four clients, it was effectively 2,400 user days, but it would allow each guide service to track individual client use of the facility. Wade said that when capacity and allocation was discussed, comparing user day use with recreational and non-commercial group use would be more equitable. Koprek said that the proposal could work, but he was concerned about the perception that the Park was already overcrowded on the weekends; he said that with the current service day model days went unused and that there was still a concern of overcrowding.

Batchelder asked if Wade was suggesting that the Concessionaire agreement be amended to help define use by transitioning from service days to user days. Wade said that he was; he said that the determination of the user days could be made to adhere to the capacity of the Park. He said that it had been well established that the commercial capacity be limited to 25% of the Park's total use. Wade said that a 2013-2014 season report estimated the Park had 13,000 visitors. He said that the number could be used to capture the number of user days appropriate for commercial, recreational and non-commercial use.

Koprek said that limiting commercial use to 25% worked well when use of the Park was being encouraged to increase; as the capacity of the Park was being approached, the overcrowding concerns were only exacerbated. He said that use and allocation needed to be consistent. The Committee agreed to Wade's suggestion that user days be explored.

Leo asked if the rates for weekend guide services were higher than weekday rates. Wade said the rates were consistent. Leo agreed that clients could be encouraged to visit during the weekdays by increasing rates on the weekends. He said that the majority of visitors would still visit during the weekend as that was when they had time off. Robertson agreed that it was when the majority of the recreational users visited the Park.

Chehayl said that the OIPI registration form distinguished between non-commercial or instructed non-commercial groups. Batchelder asked if the current system worked for OIPI. Chehayl said that it could always be improved, but it worked well; he added that 98% of the non-commercial groups had a paid guide. Koprek said that there was no way to determine if the current system was working or not.

Disser agreed with Chehayl that the majority of the non-commercial groups had paid instructors. He said that the majority of the users of the groups did not read, understand or flagrantly disobeyed the rules and regulations pertaining to their groups. Disser was hopeful that the OIPI Ambassador Program would help alleviate some of the pressure put on commercial guides to encourage non-commercial groups to conform to the rules. He said that when non-commercial groups with quasi-guides disobeyed rules it created a visible impact to all other users.

Disser said that figuring out how to get non-commercial users to follow the rules was crucial to the success of the Park.

Chehayl agreed that the non-commercial groups had gone unregulated. Chehayl said that since the implementation of the Ambassador program, rule compliance for all groups had increased. He said that things were improving.

Robertson referred back to Wade's suggestion to change from service days to user days. He said that Disser had implemented a database for tracking commercial use during the 2017-2018 season, in addition to OIPI's registration of non-commercial groups. He thought that a short term data collection effort could be completed in order to gain a quantitative understanding of the use of the Park. Chehayl added that the Ambassador was also collecting data.

Disser said that the guiding calendar was voluntary and that not all guiding services were participating. It was his intention to make participation in the data reporting calendar compulsory for the next season. Disser pointed out that the guiding community had adapted to the changing circumstances at the Park by encouraging use midweek.

Batchelder said that the information would be important when the Concessionaire agreement came up for renewal in 2019. He said that a group of stakeholders could be convened to look at the data to come up with suggestions for dispersing use at that time.

Disser said that the missing piece of data was from recreational users. Andrew Humphries, OIPI Ambassador, said that the Park only had funds for the provision of an Ambassador on Saturdays and Sundays, with the hope of increasing hours in future seasons. He explained that counts were taken in the morning and afternoon, and that without a written registration form it would be difficult to count each user. Batchelder said that the Committee had previously agreed to make a recommendation for data collection and user registration.

Koprek said that during the transition phase and thorough the entire process, it was important to not make changes without sufficient data justifying the change. Wade agreed, and suggested that it be placed as a general recommendation. The Committee agreed.

Sandra Ripperger said that the guides knew when the busy times in the Park were. She said that it was difficult to estimate actual users; but that the guides could say what times were busier in the Park.

Nergui thought that an accurate count of users could be achieved by having someone counting cars in the parking areas. Rushing said that an Ice Park app should be developed to count users.

Koprek agreed with Ripperger; he said that the current season felt slower but that use had increased mid-week. Chehayl agreed and said that the Park's image had been affected by prior years of warmer temperatures and the 2016-2017 season water issues.

Larson said that the bottom line was that the capacity of the Park needed to be determined.

Disser said that overcrowding had been discussed prior to the South Park expansion. He said that he was aware of some discussions regarding expansion opportunities for the Park. He agreed with Larson that determining capacity was a crucial piece; but that there were areas where terrain could be expanded. He said that a long-term planning exercise would be helpful in identifying those areas and the steps to achieve it.

Wade suggested that the Committee also recommend that a half-day user day program be explored. He said that the program had previously existed and that it incentivized guides services by spending less time on routes while not jeopardizing the whole user day. The Committee agreed.

Robertson said that the Committee's ultimate recommendation should be that a long-term planning effort be undertaken and that capacity and current use be determined. He said that that based on that data, a group of stakeholders and experts be established to make further recommendations. The Committee agreed to include the overall recommendation in the executive summary report of the Committee's recommendations.

c. Recreational Users

Glanc suggested that the Park's hours or terrain be expanded in order to accommodate recreational users. She said that there was a feeling that the recreational users were limited in the terrain they could climb due to increased use by commercial and non-commercial groups. Robertson agreed. He said that as a recreational user, it was difficult to get a route unless he visited during off-times or during weekdays. He did not know if a reservation system was the answer to the issue, but supported the recommendation that additional lead-only areas be established. Robertson said that it would decrease camping on routes and free up additional areas for guided services.

Wolfe agreed with Robertson; she said that the current offering for lead-only areas was really only for expert climbers, and that it limited the use. Robertson agreed and suggested that intermediate lead-only areas be established.

Koprek suggested that some routes could be limited to single laps, in order to limit climbers camping out on routes.

Wade thought that the information needed to be drilled down; he said that according to the 2013-2014 study of use, 85% of the use in the Park was by recreational users.

Batchelder asked if there was a problem of overuse by recreational users. Koprek said that the issue was with the behaviors of all the groups and lack of adherence to the rules.

Patrick Ormond said that changing behaviors could be achieved through public outreach efforts. He thought the Ambassador program was a good first step, and partnerships with commercial and non-commercial groups could also encourage rule following; however, most recreational users did not make an effort to understand or adhere to the rules. He thought that increasing public outreach would help communicate the expectations of behavior in the Park.

Glanc asked what the definition of a large group of friends would be. She used the example of a bachelorette party with 12 climbers occupying multiple routes. She asked if they should be required to register with OIPI. Wolfe thought that all users should be required to register.

Nergui asked about the original intent of the Kid's Wall. Koprek said that the promotional materials had originally established it as a place where kids could learn to climb, but there was no way to enforce that expectation in a dynamic environment.

The Committee agreed to discuss risk management and finalize their recommendations at the March 6th meeting.

Koprek said that he would not be able to attend the March 6th meeting, but wanted to make a general comment about risk management. He said that there was a cultural issue present that needed to be addressed, and that it was a complex subject. Koprek said that the discussion needed to go beyond the Ice Park and those realities, like serious injuries to Ice Park staff, needed to be discussed in a supportive, non-punitive manner and process.

7:57 Meeting adjourned.

Submitted by:


Hannah Hollenbeck

Approved on: MARCH 6, 2018

Ouray Ice Park Sustainability Committee
March 6, 2018 6:00PM, Ouray County Courthouse

Those present for the session were: Committee members Dolgio Nergui; Betty Wolfe; Sam Rushing; Kevin Koprek; Matt Wade; Bill Leo; Logan Tyler; Steve Berwanger and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Kevin Koprek and Frank Robertson were not present.

6:02PM Call to Order

A. Additions / Deletions to the Agenda:

No comments.

B. Additions / Corrections to February 21, 2018 Minutes:

Dan Chehayl, OIPI Executive Director, wished to amend his statement during the February 21, 2018 meeting regarding allocating user days according to the Park's conditions. He said that after additional thought, it made more sense to him to scale the allocation according to the amount of the Park open.

C. Ice Festival:

The Committee agreed that the Ice Festival worked well. Wolfe agreed, but said that it could be better. Glanc asked Wolfe to expand on her comments. Wolfe said that she interacted with many older Ice Festival attendees and that they thought it was declining. She said that the visitors felt the demographics were changing to reflect a younger group that was coming to Ice Festival to party.

Batchelder suggested that the Committee recommend that the user experience of the Ice Festival continued to be tracked and assessed in order to make adjustments if needed. The Committee agreed.

Berwanger appreciated Wolfe's comments, but said that the user base of the Park was always expanding and changing. He said that Ice Festival had been around for approximately 20 years and that it had seen its original users grow up, while a new generation of users was expanding.

Nate Disser, San Juan Mountain Guides, said that Ice Festival could be longer, or that the competitions could be on different days. He said that some additional thought was warranted. Berwanger agreed and used the example of a Michigan ice climbing festival located in a rural area. He said that the festival began on a Wednesday and ended on a Saturday. He said that the festival had become a significant driver for tourist activity in the area.

Glanc said that she thought Ice Festival was fantastic. She said that the speed competition was always well attended, but that by the time the awards ceremony occurred, many of the booths were packing up their tents, or had already departed. She suggested that the speed competition be moved to Friday and have the awards ceremony during the evening events.

Tyler agreed that the conversation and the suggestions were productive, but reminded the group that Ice Festival was OIPI's largest fundraiser. He said that the goal was to maximize user experience and profitability for OIPI. Tyler said that the attendee numbers had increased every year, and that the loss of some users was inevitable; however, the Festival aimed to stay attractive to the multigenerational scene. Tyler said that he had noticed a decline in local attendance. He said that OIPI endeavored to incorporate activities like the Kid's Climbing Wall to encourage the attendance of local families. He said that without the Festival, there would be no OIPI.

Chehayl agreed with Tyler's comments. He asked Glanc if the current schedule affected her ability to perform as a competitor. Glanc said that it was a difficult question to answer. She said that it was possible that changes to the competition schedule could increase the athlete's experience. Rushing asked if the competitions were more spread out, perhaps even expanding into the weekdays. Glanc reiterated that it was a difficult question to answer, but that it could be looked into. Berwanger advocated for a return to the style of competitions used in the early years.

Glanc said that she was hesitant to increase the number of competitions. She said that the current line-up required many volunteer hours and she was wary of increasing the burden. Nergui said that the speed competition was very popular with spectators.

Nergui said that she wanted to see an open call for vendors and suppliers in a manner that made the community feel included.

Batchelder suggested that Committee consider recommending that OIPI consider hosting an annual meeting or survey asking for input from local stakeholders regarding the Ice Festival. The Committee agreed.

D. Risk Management:

Batchelder said that he was going to step outside his role as a facilitator and suggest that the Committee consider making a recommendation that the City form a committee of experts, including OSHA, climbing certification organizations like AMGA, attorneys, and the City's insurance company to develop best practices that protected users, workers, and the City in a manner that maximized safety while minimizing cost.

Tyler agreed with Batchelder's suggestion. He said that it was not feasible to expect OIPI to become OSHA compliant as there were no adopted regulations or standards for Ice Farming. Batchelder agreed, but said that some of the regulations could be adapted to fit. Berwanger said that there were two different sets of standards that could apply, he said that OSHA would govern a City employee working in the Ice Park and that it required logs and other recorded safety methods; the other standard was AMGA regulations that pertained to guiding services. Batchelder agreed and said that he was suggesting that the applicable doctrines and standards be incorporated.

Chehayl said that the Park's operating entity should convene the committee. He said that the City could be included in the committee, but that it made more sense from an operational standpoint for the operating entity to convene the committee. Larson said that regardless of who convened the committee, it was paramount for the City and the operating entity to work cooperatively. Chehayl agreed.

Nergui said that the City had an obligation to safeguard its citizens and its coffers.

Glanc said that without safety logs or records there was no way to show compliance to regulations. She said that in order to minimize liabilities to both OIPI and the City, it was necessary to implement proper recording. She said that adhering to recording or log requirements should be a recommendation. The Committee agreed. Berwanger agreed, and added that it would be in the best interest of the operating entity to require all employees to sign off on a safety plan. Tyler agreed. He said that safety meetings and plans could easily be implemented into the current operation. Tyler said that the requirements should also be realistic to the job. He said the Ice Farmers recognized that the job was inherently dangerous and that the way those risks were minimized were through thoughtful actions and mindful practices. He said that, ultimately, the City contracted with OIPI to complete a job and that the risks that went with the job were the responsibility of OIPI. Glanc agreed. She said that it was important that the operating entity and the City's insurance provider could audit the logs. She said that the review ensured continued compliance to best practices. Larson agreed with Glanc; she said that the records and data would allow a trackable reporting system. Wade added that a third party risk management consultant should be included on the committee. The Committee agreed to the recommendation.

Tyler agreed to the recommendation, but questioned why AMGA was included. He said that AMGA had little to no pertinence to Ice Farming. Batchelder explained that it was an organization that included climbing practices in a professional setting. He said that the ideas behind the standards could be incorporated. Rushing agreed, and added that the Farmer's attended an annual training from Rigging for Rescue and that it should be included as well. The Committee agreed.

Berwanger said that pertinent industry standards for a variety of rope-centric or climbing standards be adopted and followed. The Committee agreed.

Wade agreed with Tyler's questioning of AMGA, but thought was relevant, particularly when it came to guiding. He agreed that Ice Farming was a unique occupation. Disser said that many guide services had adopted personal protective equipment (PPE) regulations. He suggested that similar regulations be used. Tyler understood the recommendations, but said that the regulations needed to be realistic. Berwanger understood Tyler's comments; however, he said that individuals with dangerous jobs accepted the inherit risk, but if the employee was harmed, it would ultimately be the employer's liability.

1. Safety:

a. OSHA / other enforcement entities standards:

b. Helping people have a safer experience:

In order to increase the safety of recreational users in the Park, Glanc suggested that basic first aid kits at strategic locations, along with signs detailing what to do in case of emergency, be considered. She said that she often had to use her first aid kit to treat minor to moderate injuries for underprepared users. Tyler thought that the suggestion was constructive. He said that the Ice Farmers had a protocol for emergencies and that it was mainly to allow Mountain Rescue to perform their jobs. He said that first aid kits would likely be ransacked by users, but that it was a valuable suggestion. Berwanger agreed with Glanc that mild to moderate injuries could be addressed by strategically placed first aid kits. Wade said that Glanc's point regarding signage detailing what to do in case of an emergency would be very helpful. He said that it could also be an additional opportunity to inform users that ice climbing was inherently dangerous and that it required personal accountability. The Committee agreed to the recommendation.

The Committee discussed the value of requiring the Ice Farmers to be certified in basic first aid and CPR. The Committee agreed that it could be useful, but that it was not appropriate to include in the recommendations.

2. Rangers:

a. Regulation Enforcement:

The Committee agreed that the topic had already been addressed during the ambassador discussion.

b. Technical Advisory Committee

Chehayl explained that he had convened the Technical Advisory Committee when he first took over operations of the Park. He said that he had gained a personal relationship with each of the members and felt comfortable communicating to each of the members without needing to reconvene the committee. Wolfe asked if it would be beneficial to have the ability to convene the group, in the case that Chehayl was not available. The Committee agreed that the committee could be reconvened if needed. In addition, the Committee agreed to recommend that the City also maintain a network of pertinent people or organizations for continuity of communication.

E. Finalization of Recommendations:

The Committee discussed and made changes and clarifications to the executive summary and recommendations documents.

8:47PM Meeting adjourned.

Submitted by:

/s/ _____
Hannah Hollenbeck

GRANT AGREEMENT

47-5-12-12-12
DATE: 3/13/12

PROJECT:

Project Title: Ouray Ice Park Land Purchase
Contract Number: 12033
Completion Date: December 13, 2013

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
Grantee: City of Ouray

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the "Project"). The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated herein.

D. The Board approved Grantee's Project Application on December 13, 2011, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. **Representations and Warranties of Grantee.**
 - a. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as Exhibit A.
3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$193,000.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the Project Application approved by the Board.
4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit B, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.
6. **Completion Date.** Grantee shall complete the Project no later than December 13, 2013 (the "Completion Date") which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, a summary of which is attached as Exhibit C ("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.
8. **Disbursement of Funds.** Prior to closing, GOCO will conduct a review of the due diligence documents associated with any land acquisition component of the Project, as described in GOCO's "Due Diligence Requirements Supplement for Local Park and Outdoor Recreation Land Acquisitions" (the "Due Diligence Requirements Supplement"), available at www.goco.org

or by contacting GOCO. GOCO reserves the right, in its sole discretion, to review other documents related to the transaction, even if not specifically mentioned in the Due Diligence Requirements Supplement. Once GOCO has approved all of the due diligence for a land acquisition component, GOCO will make payment by wiring funds to closing.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for the purchase price of any interest in real property described in the Project Application, which may not exceed the fair market value as established by appraisal, and for costs associated with the Project, including expenses for a title policy (including endorsements and other title company charges); an appraisal; contract or “outside” attorneys’ fees; an environmental hazards assessment; development of a management plan; a survey, if needed; a geologist’s letter, if needed.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.).

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. “Material modifications” may include, but are not necessarily limited to, acquisition of a different property than that presented in the Project Application, a reduction in acres acquired, a reduction in the total cost of the Project, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director’s designee may in such person’s discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO’s determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Property and Project Operation and Maintenance.**

a. Grantee shall continue ownership of the property acquired with the Grant (the “Property”) and manage the Property for the purposes specified in the Project Application indefinitely.

b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 21, below.

c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project or the Property.

d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.

i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to the Board for review and approval prior to completion of the Project.

ii. The Board may withhold payment pending evidence of placement of permanent signage.

b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.

c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.

d. Grantee shall give the Board the right and opportunity to use information gained from the Project.

e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.

f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.

g. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or

property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made by Grantee in the Project Application, this Agreement, the due diligence documentation, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of GOCO's review of the due diligence are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. Grantee disposes of the Property, or title to or encumbrances against the Property are or become such that the Property is or becomes unavailable for public use;
- h. sufficient net lottery proceeds are not available to fund the Grant.

21. **Breach.**

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

i. Prior to payment of Grant:

A. Withdraw the Grant and terminate this Agreement; and,

B. Deny Grantee eligibility for participation in future Board grants, loans or projects.

ii. After payment (partial or full) of Grant:

A. Deny Grantee eligibility for participation in future Board grants, loans or projects;

B. Seek specific performance of Grantee's obligations under this Agreement;

C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.

27. **Time is of the Essence.** Time is of the essence in this Agreement.

28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.

29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.

30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 27th day of May 2017.

STATE BOARD OF THE GREAT

OUTDOORS COLORADO TRUST FUND

By: _____

Lise Aangeenbrug
Executive Director

GRANTEE:

City of Ouray

By: _____

Name: _____

Title: _____

EXHIBIT A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO (RESOLUTION NO. 3, 2012)

A Resolution of the City of Ouray supporting the agreement with The State Board of the Great Outdoors Colorado Trust Fund.

WHEREAS, the City of Ouray supports the purchase of land for the Ouray Ice Park, Inc. from the Forest Service, a division of the U.S. Department of Agriculture;

WHEREAS, the City of Ouray has received a grant from Great Outdoors Colorado to fund in part the purchase of land for the Ouray Ice Park, Inc. from the Forest Service, a division of the U.S. Department of Agriculture, subject to the execution of a grant agreement;

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

SECTION 1: That Robert E. Risch, Mayor of the City of Ouray, is authorized to sign the grant agreement with Great Outdoors Colorado.

SECTION 2: That the expenditure of funds is authorized as necessary to meet the terms and obligations of the grant agreement and application.

SECTION 3: That this resolution is to be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of February, 2012, by the Ouray City Council.

CITY OF OURAY, COLORADO

By 
Robert E. Risch, Mayor

ATTEST:


Kathy Elmont, City Clerk

EXHIBIT B

City of Ouray Ice Park Land Acquisition Proposed Budget PROJECT COST

	GOCO	City of Ouray	USFS	Total
Cash				
Land Acquisition	193,000	84,000	0	277,000
Environmental Assessment		4,000		4,000
In-Kind				
Appraisal		8,750		8,750
Environmental Assessment		0		0
Geologist's Remoteness Letter		0		0
Legal Services		1,155		1,155
Mapping/Survey		600		600
TOTALS	193,000	98,505		291,505

PROJECT VALUE

Total Uses of Funds				291,505
<i>Project Value</i>				291,505

CALCULATION OF MATCH REQUIREMENTS

Item	Explanation	Requirement	Actual	Meets Requirement?
Minimum Match	25%/Total Costs	\$71, 876	\$98,505	Yes
Minimum Cash Match	12.5%/Total Costs	\$35,938	\$88,000s	Yes

CALCULATION OF GOCO %

GOCO % of Total Costs	66%
GOCO % of Project Value	66%



Summary of Great Outdoors Colorado Overdue Grants Policy
See www.goco.org or call 303-226-4500
for a complete copy of the Overdue Grants Policy

Grant is current and the original due date is applicable.

GOCO Staff ("Staff") will send a letter to the Grantee within 60 days of the project's anticipated due date to remind Grantee that the final report will soon be due. This letter will also remind the Grantee of GOCO's policy for project modifications and project extensions.

Failure to complete the project by the original due date, or by any extended due dates authorized by GOCO as discussed below, may result in the de-authorization of the grant by the GOCO Board ("Board"). Also, failure to complete the project by the applicable due date may result in the applicant being suspended from applying in pending or future grant cycles.

Grant is current and the original due date is applicable, but the grantee needs to request an extension.

If the Grantee needs to extend the original due date of the current project, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director of GOCO ("Executive Director") that outlines the specific need for the extension, known as a *Request for a Staff Extension*. Staff extensions do not exceed 90 days. GOCO Staff have the discretion to grant one 90-day extension if the request is deemed reasonable and warranted. Staff will notify the Grantee in writing of the decision to grant or deny the request for a staff extension.

Failure to submit the *Request for a Staff Extension* to the Executive Director 30 days prior to the original due date may result in the de-authorization of the grant by the Board. If the Grantee needs an extension of more than 90 days, the Grantee shall forgo the staff extension and apply for a Board extension as discussed below.

Grant is current and the Grantee has already received a staff extension and desires further extension by the Board, OR the Grantee elects to forgo the staff extension in favor of seeking a Board extension.

If the Grantee needs an extension in addition to the staff extension, or has elected to forgo the staff extension, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director that outlines the specific need for the extension, known as a *Request for a Board Extension*. The Grantee's *Request for a Board Extension* will be considered by the Board at its next scheduled meeting. The Board has the sole discretion to grant or deny the requested extension. The grant will not be considered overdue while the request for extension is pending.

Failure to submit the *Request for a Board Extension* to the Executive Director 30 days prior to the original due date or staff extended due date may result in the de-authorization of the grant by the Board.

Grant is overdue; the original due date or extended due date has passed.

If the Grantee has not fulfilled the requirements of the GOCO grant award, and has not completed the project by the original due date set forth in the Grant Agreement or by any extended date(s) as approved by GOCO, staff will send a *De-authorization Warning* letter to the Grantee no later than 60 days after the applicable due date has passed.

The *De-authorization Warning* letter will state that the grant shall be presented to the Board for de-authorization or other appropriate action at the next scheduled Board meeting. The Grantee must respond to the *De-authorization Warning* letter at least 14 days prior to that Board meeting. The Board has the sole discretion to de-authorize the grant, extend the due date or take any other action it deems appropriate, including but not limited to modifying the terms and conditions of the grant award. Staff will notify the Grantee in writing of the Board's decision. If an extension is not granted, a written *Notice of De-authorization* will be sent to the Grantee.

Failure to respond to the *De-authorization Warning* letter will result in an automatic de-authorization of the grant and will result in the applicant being suspended from applying in pending or future grant cycles.

Please contact Jackie Lecce or Jake Houston at 303.226.4500 with any questions regarding GOCO's overdue grants policy.