

**AGENDA  
OURAY CITY COUNCIL**

**Monday, January 6, 2025 - 6:00 PM**

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

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

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

**Ouray City Council Regular Meeting**

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES - November 18 and 27 Meetings
5. CITIZENS' COMMUNICATION
6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
7. DEPARTMENT REPORTS
  - a. City Administrator
  - b. Acting Police Chief
  - c. Fire Chief
  - d. Public Works Director
  - e. Parks and Recreation Director
  - f. Tourism and Destination Marketing Director
8. ACTION ITEMS
  - a. Resolution 1, Series 2025 - Official Posting Place for 2025
  - b. Ouray Facilities Needs Assessment
  - c. Appointment of Beth Edwards as the Chamber Representative for the Main Street Committee.
  - d. Appointment of Jesse Sumrak to the PARC and Recreation Committee
9. DISCUSSION ITEMS
  - a. Deed Restriction Template
  - b. Swiss Village Funding Request
  - c. Main Street Committee Request for Direction on Grant Funding for Downtown Conceptual Plan
  - d. Future Agenda Items
10. ADJOURNMENT



## Ouray City Council Regular Meeting

Monday, November 18, 2024 6:00 PM

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

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

Also present were: Acting City Administrator Joe Coleman, Finance and Administration Director Melissa Drake, Acting Public Works Director Cliff Jaramillo, Parks and Recreation Director Joe Brown, Interim Police Chief Gary Ray, IT Director Rich Willis and City Attorney Carol Viner.

### 1. CALL TO ORDER

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

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited.*

### 4. PUBLIC HEARINGS

#### a. Ordinance 7, Series 2024 - Offense for Misrepresentation of Service Animals

*Mayor Funk opened the floor for the public hearing. Kevin Schiffer, OEDC Chairman, thanked the Council for getting this ordinance, but asked that the fee structure be increased to be more of a deterrent. Mayor Funk closed the public hearing.*

#### b. Ordinance 8, Series 2024 - Setting Utility Rates for 2025

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

### 5. CEREMONIAL/INFORMATIONAL - Proclamation 5, Series 2024 - Turkey Pardon

*Mayor Funk read the proclamation.*

### 6. CITIZENS' COMMUNICATION

*Mayor Funk opened the floor for public comment. Jenny Hart, a member of Ouray Mountain Rescue, asked how to get the City's blessing to install an avalanche danger sign. Mayor Funk said they would put it on a future agenda as a discussion item. Blair Kanis, Attorney for Swiss Village Co-op, asked if the City was willing to help the residents purchase the mobile home park. Stacy Nissen, a Swiss Village homeowner, asked the City to help preserve the City's original affordable housing, since the new affordable housing projects are not as affordable as the mobile home park is. Mayor Funk closed the floor.*

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

*Councilor Gulde - The IPAT meeting will be on January 22nd. Attended Ouray County Evacuation Plan tabletop exercise on November 7th and the bathhouse design meeting on November 11th. TAC will meet tomorrow. The Ice Park Board meeting will be on November 20th.*

*Councilor Lindsey - Beautification Committee is decorating for Christmas.*

*Councilor Underwood - attended the bathhouse design meeting on November 11th. OEDC met last Thursday, November 14th. OEDC will host various upcoming meetings: a J-1 Visa presentation on December 5th, Ms. Rhoten will present the tools available on VisitOuray.com for businesses in January, and the Round Table meeting will be rescheduled for February.*

*Mayor Pro Tem Smith - Attended Main Street Committee meeting. The committee discussed approving the Chamber of Commerce seat on the committee and Yule activities and recognizing the year-round businesses that haven't already been recognized. Attended the Gunnison Valley Transportation meeting on November 14th, the City could submit feedback to prioritize different CDOT project funding by December 10th.*

*Mayor Funk - attended the bathhouse design meeting virtually, and encouraged the public to attend the second meeting as well, which will be scheduled soon.*

**8. DEPARTMENT REPORTS**

a. City Administrator

*Mr. Coleman reported that City Administrator interviews took place on Thursday and Friday, and that the Community Development Director position would be posted by the end of the month.*

b. Director of Finance and Administration

*Ms. Drake presented the financial reports.*

c. Information Technology Director

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

d. Communications and Community Engagement Coordinator

*Report in packet.*

**9. ACTION ITEMS**

a. Ordinance 7, Series 2024 - Offense for Misrepresentation of Service Animals - Second Reading

Motion to approve the second reading of Ordinance 7, Series 2024. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

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

b. Ordinance 8, Series 2024 - Setting Utility Rates for 2025 - Second Reading

Motion to approve the second reading of Ordinance 8, Series 2024. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

c. Adoption of Amended Appendix F & G to First Amended Ouray Waterview Homes Affordable Housing Regulations and Guidelines Adopted July 15, 2024

Motion to adopt amended Appendices F and G. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

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

d. Ouray Waterview PUD Development Improvement Agreement

Motion to approve the Waterview PUD Development Improvement Agreement. This motion, made by Josh Smith and seconded by Michael Underwood, Carried.

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

**10. DISCUSSION ITEMS**

a. Request from Ouray Fire Protection District

*Hannah Hollenbeck spoke about the Fire District's inability to pay the invoiced amount from the City for 2024 and in the future. Mayor Funk suggested a mill levy increase to help cover costs, in addition to reviewing the equation.*

b. Schedule Special Meeting to Choose New City Administrator and Instruct Negotiations

*November 27 - 9 am*

c. Future Agenda Items

**11. EXECUTIVE SESSION**

**Executive session, pursuant to C.R.S. 24-6-402(2)(f), to discuss finalist interviews for City Administrator position.**

Motion to move into executive session at 7:08 pm. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

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

*Executive session concluded at 7:55 pm.*

**12. ADJOURNMENT**

Motion to adjourn at 7:55 pm. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

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

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Ethan Funk, Mayor

ATTEST:

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Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, November 18, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, November 18, 2024.

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Melissa M. Drake, City Clerk



## Ouray City Council Special Meeting

Wednesday, November 27, 2024 9:00 AM  
Ouray Community Center, 320 6th Ave, Ouray, CO 81427

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

Also present were: Acting City Administrator Joe Coleman, Finance and Administration Director Melissa Drake, Parks and Recreation Director Joe Brown, Tourism and Destination Marketing Director Kailey Rhoten, IT Director Rich Willis and City Attorney Carol Viner (via Zoom).

### 1. CALL TO ORDER

*Mayor Pro Tem Smith called the meeting to order at 9:01 am.*

### 2. ROLL CALL

### 3. Consideration of a Request from Mayor Ethan Funk to Participate in this Meeting Remotely, per Resolution 4, Series 2022 - Remote Participation Policy for Council Members

Motion to allow Mayor Funk to participate remotely. This motion, made by Peggy Lindsey and seconded by Michael Underwood, Carried.

Ethan Funk: Abstain (With Conflict), Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

### 4. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited.*

### 5. ACTION ITEM - Discussion and Possible Action Regarding the Three Candidates Interviewed for the City Administrator Position.

*Councilor Lindsey expressed favor for Michelle Metteer. Councilors Gulde and Underwood agreed. Mayor Funk and Mayor Pro Tem Smith also felt like Ms. Metteer was the best fit for the City after the interviews and reviewing community feedback.*

Motion to offer Michelle Metteer the position of City Administrator. This motion, made by Ethan Funk and seconded by Tamara Gulde, Carried.

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

### 6. ADJOURNMENT

Motion to adjourn at 9:09 am. This motion, made by Peggy Lindsey and seconded by Ethan Funk, Carried.

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

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Ethan Funk, Mayor

ATTEST:

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Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Wednesday, November 27, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Wednesday, November 27, 2024.

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Melissa M. Drake, City Clerk



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

**Interim City Administrator  
Report for January 6th, 2025 City Council**

**Police Chief Recruitment**

The dates have been finalized. A Community Reception will be held on Thursday January 16<sup>th</sup> from 5:00pm to 7:00pm upstairs at City Hall in the Massard Room. We encourage the public to please join us in welcoming the three finalists: Stephen Furstenfeld, Michael Hoguet and Ted Valerio. Interviews will be held on Friday January 17<sup>th</sup>.

**Community Development Director Recruitment**

The Community Development Director position is still currently open. KRW Associates is currently accepting applications and recruiting qualified candidates for the position. The application deadline is January 10<sup>th</sup> 2025.

**Water Treatment Plant Update**

On February 13<sup>th</sup> 2023 the Colorado Department of Public Health and Environment (CDPHE) issued an enforcement order as a result of the City not being able to comply with the surface water treatment requirements of the Colorado Primary Drinking Water Regulations. This was a result of the Weehawken Spring being reclassified as a ground water source and no longer classified as a spring source. As of December 30<sup>th</sup>, 2024 CDPHE acknowledges that the City has fully responded to and met the obligations pursuant to the enforcement order. CDPHE has closed the enforcement order and no further action is required by the City of Ouray.

**Community Development Department**

City staff is working closely with our contractor Short Elliott Hendrickson Inc. (SEH) to keep things moving forward in the department as we search for a Community Development Director. Melissa Martin and Dan Reardon continue to do a great job. They are currently working on a single family home site plan review, assigning addresses of new homes, STR renewal applications and backflow compliance for CDPHE.

# Ouray Police Department City Council Report

## December 2024

### Chief of Police

The Ouray Police Department's search for a new Police Chief is moving forward. January 16<sup>th</sup> will be a Meet and Great with the unidentified 3 finalist. January 17<sup>th</sup> will be the in person interviews and hopefully a new Police Chief will be chosen from the three candidates.

### New Officer:

The Ouray Police Department is still seeking a full time Officer. The position is being advertised via social media websites and on the Colorado Police Officer Standards and Training (POST) website.

### Axon Draft One

Draft one, an AI program that has been nicknamed named by the Ouray Police Department Officers as the "Captain's Log" is up and running. The program has improved the content of reports and has significantly reduced the time an officer has to spend in the office on paperwork. In the words of Officer Canfield, "It is a game changer".

### Coco with the Popo

The Ouray Police Department held the event in December. The Police Department Officers met at Kami Samies in an attempt to meet with the public to answer questions and listen to concerns, however, no public attended.

### New Year's Fireworks Event

Other than a few rogue fire works being set off, the event went off without any issues to report. Fireworks began at midnight to usher in the New Year. By 12:20ish AM Ouray's Main Street was cleared and back to normal operations.

### December Training

- Defensive Tactics
- Arrest Control
- Taser Recert
- Missing and Murdered Indigenous People

Calls for Service and Self-initiated calls

Total calls responded to	313	Month of December
Directed Patrols	177	
Parking Problems	19	
Security Checks	11	
Agency Assists	6	
Traffic contacts/complaints	2	
Vehicle Accidents	3	
Welfare Checks	4	
911	5	
Disturbance	0	
Family Fights	0	
Juvenile Problem	0	
Sex Offences	0	

Ouray Police Department  
Interim Chief G. Ray

Fire Department Report for December, 2024

1/01/24

2 Training Opportunities in Ouray County

Still waiting on Law firm for possible consolidation ideas.

St George Winter Fire Academy Jan 23<sup>rd</sup>

Fireworks show in progress

Nothing else to report for December

Calls for December:

12/5 MVA 5ffs 1hr

12/9 MVA 4ffs 1hr

12/10 Medical 3 ffs 1 hr

12/10 Medical 4ffs 1hr

12/16 Fire 7ffs 1hr

12/19 Agency Assist 5ffs 1hr

12/20 MVA. 3ffs 1hr

12/21 MVA. 2ffs 1hr

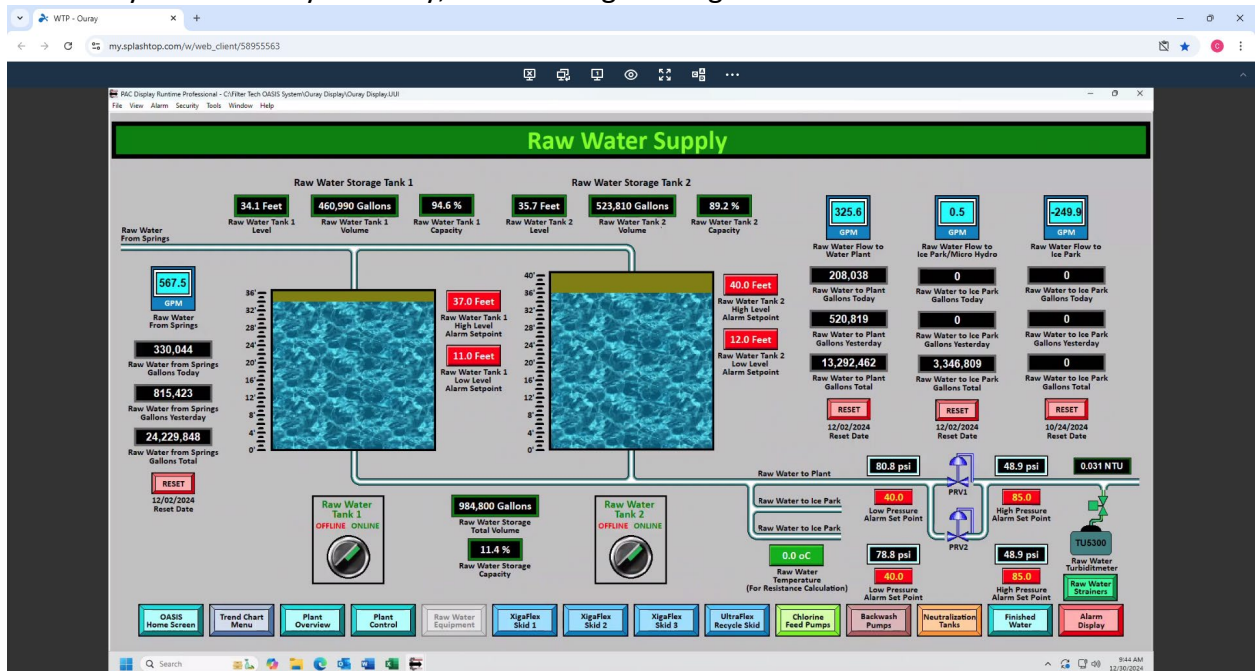
12/23 Fire. 5ffs 1hr

12/25 MVA. 1ff 1hr

# Public Works December 2024 Update

## Water

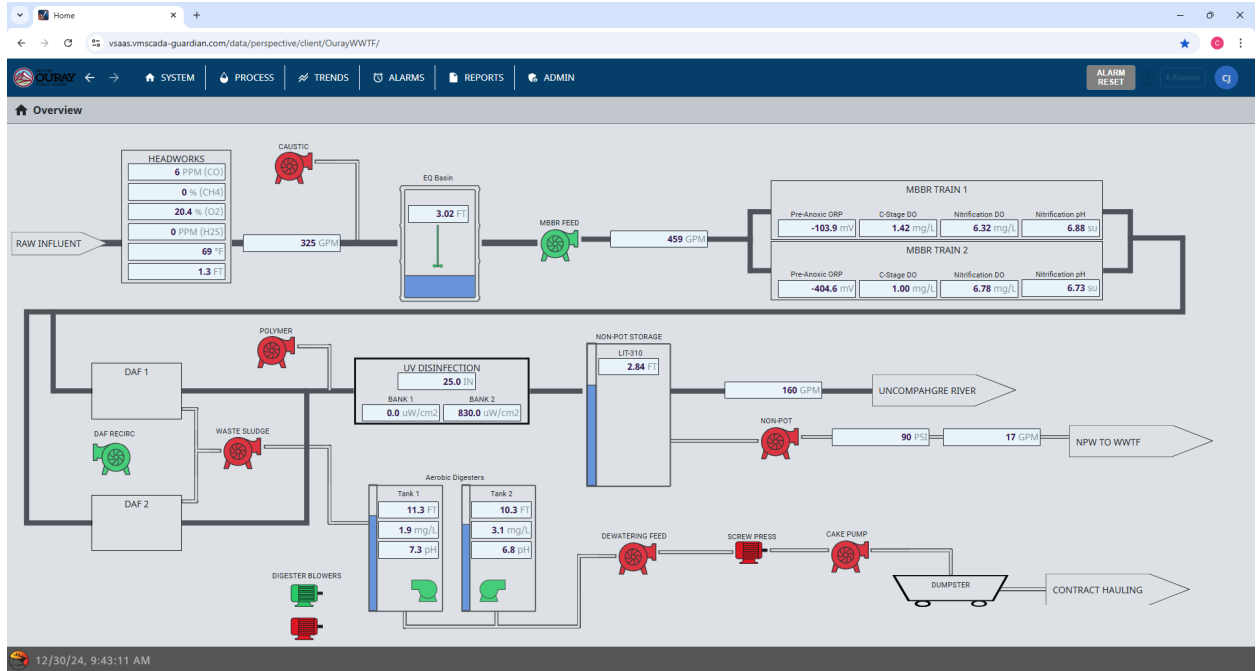
- Water Usage Numbers for **November**:  
Influent (Water from spring) – 27,167,878 Gallons  
Effluent (Water to town) – 14,959,669 Gallons  
Ice Park – 3,255,762 Gallons  
Mineral Farms – 310,300 Gallons
- Monitoring and sampling for chlorine residuals and turbidity levels at the entry point of the distribution system. The minimum chlorine level was lowered again by CDPHE from 0.9 mg/l to 0.6 mg/l. The City has been in compliance and meeting all CDPHE requirements.
- The Water Plant is complete and Aslan and Filtertech are working on cosmetic aspects and cleaning. The fence company is finished installing a fence around the water plant and tank. Filter Tech installed vacuum breakers and seal shims one each skid and has seemingly stopped all remaining leaks. They will conduct more training and address some minor operational issues. All filter skids are operational and are on a weekly rotation of operation. The final walk through of the water plant is scheduled for the 8<sup>th</sup> of January with The City of Ouray, Element Engineering and Aslan Construction.



## Sewer

- The Wastewater plant is nearing completion, the site is being cleaned on a daily basis and a substantial completion punch list is being worked on.
- Continue taking wastewater samples on a weekly basis.
- The MBBR is running extremely well and recovered well from the excessive sludge and old waste from the lagoon draining. The plant is currently treating the wastewater very well and will improve as time goes on.

- The beautiful green coating seen across the whole property is from the seeding company and should result in a nice spring time green up of a Forest Service mix of different grasses
- The solids cake pump motor was under sized. The motor is in the process of being replaced with the proper sized motor at no cost to the city.



## Streets/Miscellaneous

- Snow removal efforts are officially under way.
- It has been uncommon and unseasonably warm this month. With no storms and excessive melting of what little snow we do have, ice buildup is becoming a challenge and creating slick situations in certain areas.
- Snow removal and 7AM-4PM signs for the downtown business district are installed. Certain areas are very good with the public not parking in the areas posted. Other areas are ignored and the public are parking all day in the no parking zone. This makes it impossible to clean up the parking area safely and efficiently.



## Parks

- The Ice rink opened on 12/20 and has been highly successful. We have seen up to 40 people skating at one time and a daily user estimate of approximately 100 users during parts of the holiday break. The traffic has been higher than expected requiring a significant increase in labor hours dedicated to the facility. We used an estimated 140 hours to open the ice rink and approximately 2-6 hours for daily maintenance. We are tracking this closely to build an estimated cost per user and provide better information in the 2025 budget. The twice daily maintenance tasks include building and shaping ice, organizing the skates, snow removal, and trash removal and warming hut cleanliness.
- Lee's Ski Hill was tested and staff certified on 12.8.2024. We have not been able to open due to a lack of snow. Parks intends to open the facility once we exceed 9" base depth.
- Vinegar hill sledding opened on 12/6/2024
- Parks will be removing the molding around the San Juan room to prepare for the IT departments sound suppression panels. They will be recut and rehung once the panels are up so they can be custom fit to the new dimensions.
- Some of the city hall restrooms have experienced issues with the new toilets. This is a warrantee issue we are working to resolve with the vendor that installed them. Stalls may be periodically closed as we work to remedy the issue.
- The San Juan Snakes will play hockey against Telluride Lizard heads on Jan 25<sup>th</sup> at Rotary Ice rink from 6:00pm-9:00pm.






# January Parks and Recreation Programs

*Neighbors & Families,  
We are thrilled to host this series of  
fabulous, free, family FUN!  
Get out there and enjoy all that our  
beautiful city has to offer!*

PROUDLY HOSTED BY




**CITY OF  
OURAY**  
PARKS AND RECREATION

# January

2025


SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**PLEASE NOTE!**

All events with this symbol  require advanced online registration, as space may be limited.

**Questions?** Contact Sean Hart at 970-318-1003 or seanhart@cityofouray.com


**Register NOW!**



**OURAY ICE FESTIVAL**

Details: [ourayicepark.com/ouray-ice-festival](http://ourayicepark.com/ouray-ice-festival)


### FEATURED EVENTS

- 1 Polar Bear Plunge** 

Take frigid plunge into the new year! Support the Wolf Pack Special Olympics with a donation to this worthy cause.

**Hot Springs Pool: 1 pm**
- 11 Box Canyon Ice Tours**

Learn about the history and development of Box Canyon Park, the Ice Park, & the Via Ferrata. Boots with traction are highly recommended.

**Box Canyon Ice Park: Meet at lower bridge at 12 pm**
- 18 Nordic Ski Clinic** 


For beginners & intermediate nordic skiers. Learn balance & different nordic skiing techniques. Rent or bring your own equipment. \$20 fee per person.

**Ouray North Corridor Nordic Trail: 10 am - Noon**
- 18 Kids Learn to Ski**

For children ages 4-12 who are new to downhill skiing. Rent or bring your own equipment. Instructor on site.

**Lee's Ski Hill: 12-2 pm**
- 19 Ouray Mtn. Rescue Team Avalanche Safety Event**

Doors open at 5:30 with presentations starting at 6:30 pm.

**Ouray Community Center: 5:30-8 pm**
- 20 Beacon Bash Avalanche Rescue Clinic** 

A morning of search skills & practice.

**Crystal Lake, Hwy. 550: 10 am - Noon**

## Ouray Hot Springs and Pool

<p><b>Cash Flow</b></p>	<p><i>Prior week's numbers</i></p> <ul style="list-style-type: none"> <li>• Total Income - \$23,867.35</li> <li>• Daily Admissions - \$14,135.40</li> <li>• Punch Pass - \$4,160</li> <li>• Pool Merchandise - \$1,100.52</li> <li>• Lockers and Showers - \$119</li> <li>• Gift Cards - \$1,282</li> <li>• December 2024 revenue= \$163,200</li> <li>• December 2023 revenue= \$158,500</li> </ul> <p><i>Admissions has been approximately the same merchandise has created the revenue increase of \$5,000.</i></p>	<p><i>Notes:</i></p> <p><i>From last week to this week, there was an increase of \$5,677.70 in revenue</i></p> <ul style="list-style-type: none"> <li>• Sales Tax - \$107.43</li> <li>• The majority of the increase in income came from daily admissions</li> </ul>
<p><b>Memberships</b></p>	<p><i>Prior week's numbers</i></p> <ul style="list-style-type: none"> <li>• Income \$2,963</li> <li>• 10 Gym Membership requests (\$1,075.50 revenue)</li> <li>• 17 Pool Membership Requests (\$1,887.50 revenue)</li> </ul>	<p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>• Membership requests decreased to an average level this week</li> </ul>
<p><b>Assignment of Duties</b></p>	<p><i>Reports of injuries or incidents</i></p> <ul style="list-style-type: none"> <li>○ No serious reports of illness or injury</li> </ul>	<p><i>Notes:</i></p>
<p><b>Safety Updates</b></p>	<p><i>Sessions offered, or scheduled</i></p> <ul style="list-style-type: none"> <li>• Scheduling new LG training for the second week of January</li> </ul>	<p><i>Notes/Upcoming:</i></p> <ul style="list-style-type: none"> <li>• Sheri offered to lead the training to support Aquatics since she cannot lifeguard</li> </ul>
<p><b>Training</b></p>	<p><i>Plans or goals</i></p> <ul style="list-style-type: none"> <li>• Conduct reviews and weekly meeting with Business and Aquatics Coordinator to review expectations</li> </ul>	<p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>• Prepare for busier holiday week</li> </ul>
	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>



## Project updates from 2024 into 2025

**-Box Cañon to north corridor trail connection.** – Parks has been working with DHM design to identify and build construction level documents for the connection of the river trail to Box Cañon. This project has 2 options 1 being a short term option that temporarily connects via the streets and a long term trail alignment that would require a trial/conservation easement procurement. As we revise the document I will share the details of this alignment with council.

**-Box Cañon Geothermal line:** Parks has met with element engineering to insure all information our institutional information is relayed to the engineers designing the replacement box canon line. The Scope of this design is from the pool to 560 Oak Street. This project will need utility easements confirmed and construction access for adjacent private properties identified to be implemented. Parks plans to work with legal and planning to explore this.

**-OX2/ OX6 heat exchanger:** The heat exchange project has been explored further and design refined. Parks has discovered that the two aquifers operate at very different pressures creating a logistical concern for the heat exchange unit. If one well operates at a significantly different pressure it could back feed into the other and work counter productively against the heat exchange unit. We need to find a way to test the pressure of OX6 (has been capped for many years) and OX2 in order to engineer the temporary system. This has created concern that if we open the ox6 well after all this time it may be difficult to turn off. This project is budgeted for \$250,000 in 2025, and the scope continues to grow.

**-VOC trail project:** The VOC will be helping create some conservation zones and better trail delineation at cascade falls. With the significant increase in foot traffic over the past 5 years cascade continues to see additional social trails developing and subsequently increase defoliation. This causes significant erosion issues and threatens the formal trail as well as native vegetation. This project will include a 2 day trail closure, stone work, and revegetation initiatives.

**-Rotary Park construction documents:** Since we have not budgeted money for improvements to Rotary Park in 2025 and the strategic plan calls out action over the next couple years, parks will be applying for \$450,000 from GOCO with no match offered. The goal of this funding would be to complete a construction level packet for the entire park so when we move forward with funding we have the ability to implement the work. While it is less likely we will be awarded the grant without our own funding there is value in creating awareness of the project.

**-Bathhouse - Financial update:** We will be applying for a \$1,000,000 from DOLA, but will need to find a way to fill the remaining \$9,000,000. I was given the input that DOLA would not be likely to prioritize a recreation focused project in the next few years as the majority of the funding is being prioritized towards housing. Parks will plan on applying for the EIAF funding with the caveat in mind that it may not come through. The staff recommendation is to form a nonprofit Parks and recreation foundation that can be utilized to fundraise, advocate and apply for the lowest interest rate possible form of a loan. For the bathhouse to be implemented in 2026 we would need to have the 501-c3 established by mid-2025, this would require council direction and legal support.

**-Parks Programs Portal-** Parks has been working with IT and Communication and the Community Engagement Coordinator to work out a way to ensure our parks programs can accept payment, sign waivers and manage data efficiently. Active net is our current option and has proven to be extremely difficult to manage. We do not have staff with the knowledge of creating forward facing website or building active nets back end. It is the recommendation of parks that we look at a different software that may function better, provide better user experience and offer simpler reporting structures. The goal here is to get all Parks and recreation assets into 1 reporting structure that can allow us to offer pool memberships online, parks program liability waiver both online and in person, and a more user friendly interface. Parks will explore this starting in 2024 with a recommended action in the next budget cycle.

### **-EOY Parks Budget Highlights-**




**Box Cañon** revenue at an all-time record of \$676,914.76 and expenses were \$284,649.32

**Ouray Hot Springs** – The pool generated \$2,897,698.37 in revenue this year and spent \$2,722,103.42 . This provides a net gain of \$175,000. The pool revenue was in line with 2024 even though attendance was down slightly. Expenses were up significantly primarily due to deferred maintenance, the operational costs of the snack shack and infrastructural improvements aimed at improving the temperatures in the pool. All of these expenses have proven very successful. Expenses were approximately \$53,000 over budget.

**Community center** expenses were \$45,000 and generated \$2,845.00 in revenue. This is an 86% subsidy rate (very high compared to most communities). With costs expanding next year due to the elevator replacement we will need to look at strategies to increase revenue in order to ensure this budget is sustainable.

**Parks and Recreation-** parks and recreation came in significantly under budget in all areas. Other parks was under by approximately \$104,000. This is primarily due to extensive labor savings created by vacancy in 2024. Ski Tow is way under. Mostly due to it not opening with the lack of snow. The ice rink is \$6,000 under budget primarily due to less contract services particularly tree maintenance.



970.596.7837   
KRhoten@CityofOuray.com   
VisitOuray.com 

## VISIT OURAY

### Website

- Added [Colorado.com](https://www.colorado.com) deals listing program to the Ouray Business Partners page
- Adjusted the Remote Working page
- Added five events to [Colorado.com](https://www.colorado.com)
- Requested adjustments to our Ouray listing on [Colorado.com](https://www.colorado.com) in their categories: accommodations, attractions, entertainment, adventure sports, and arts
- Changed the header video to our winter promo video
- Created the industry partners page for the Go West Summit

### Do Ouray Right




- Interview with Colorado Tourism Office for a "Successful Implementation" story for our Do Ouray Right videos
- Went through and made updates to our Destination Learning Lab based on feedback and them changing to a new platform.
- Met with Adam D from Visit Leadville Twin Lakes for information about their Friends of Lake County program

### Social Media

- Finished Sarah Korus Contract for her visit in December
- Uploaded "Cultivate a Fresh Love for the Holiday" video to YouTube
- Uploaded "Cultivate a Fresh Love for Culinary" video to YouTube
- Scheduled "Choosing a Campsite - Do Ouray Right" video to YouTube
- Scheduled "Pack It In Pack It Out - Do Ouray Right" video to YouTube
- Scheduled "Be Patient and Kind - Do Ouray Right" video to YouTube
- Scheduled "Slow Down and Enjoy - Do Ouray Right" video to YouTube
- Scheduled "Respect the Trail - Do Ouray Right" video to YouTube
- Scheduled "Full - Do Ouray Right" video to YouTube





970.596.7837   
KRhoten@CityofOuray.com   
VisitOuray.com 

## VISIT OURAY

### Media

- Prepped questions, videos, and photos for the Denver 7 interview
- Created and received contract for Sarah Korus trip
- Created and received contract for Jade Sharrer trip
- Participated in the Denver 7 interview with Heather from the Main Street's Committee to promote Yule
- Assisted with creating an advertisement for the Ouray Hot Springs to be placed in the Colorado Magazine
- Working with MMGY on bringing in an influencer in January
- Booked 5 rooms for the Explore TV crew at Twin Peaks for the segment in February
- Worked on the Sweepstakes co-op with Visit Longmont to help promote the UIAA Youth Championship event, Winter Wine Festival, and visiting Ouray in the Winter
- Organized guides to participate in the January Denver 7 segment
- Recorded the Denver 7 segment for winter adventure in Ouray

### Business Collaborations




- Ouray Main Street
- Brickhouse
- Ouray Ice Park
- Bon Ton

### Newsletters

- January Tourism Newsletter
- January Local Newsletter





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## VISIT OURAY

### Tourism Advisory Committee

- Sent out fourteen award notifications for the 2025 LOT Grant. We funded seven of them totaling \$50,000.

### OEDC:

- Helped create the donor flyer for the Micro Grant Program
- Created ads for the OEDC Round Table for January

### Visitor Center

- Completed evaluations
- Held a two hour monthly staff meeting
- Working on plans to host the Ouray Chamber's After Hours event in the Visitor Center for February
- Participated in our December Staff Funtivity – Cross Country Skiing
- Redesigned and sent the new 2025 Scavenger Hunt off to the printers (thank you Linda Tyler for heading up the project)

### Destination Learning Lab - Ouray Concierge Certified

- Interview with Colorado Tourism Office for a "Successful Implementation" story for our Ouray Concierge Program
- Requested to add Ouray Business Partners page information to the learning lab
  - Requested to add the Do Ouray Right videos to the learning lab

### Non-Project Based Updates

- Organized the Tourism Exchange Workshop and put out advertising for it.
- Hosted the Colorado Tourism Office and Tourism Exchange workshop, we had eight people attend
- Submitted an LOI for the Tourism Management Grant for the Voluntourism program for 2025
- Attended the Tri-County Dinner and presentation
- Meet with Sarah from Visit Longmont to brainstorm collaborative marketing efforts for ice climbing competitions.
- Meet with Destination Development Mentor for scope of work discussion
- Scheduled 41 appointments for the Go West Summit
- Prepped materials for meetings at Go West Summit
- Signed Visit Ouray up to be a booth partner with Colorado Tourism Office for the IPW summit in Chicago
- Helped staff stuff utility bills



A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF OURAY, COLORADO  
(RESOLUTION NO. 1, 2025)

A Resolution of the City of Ouray designating a posting place for 2025

WHEREAS, the Colorado Open Meetings Law requires that all meetings at which the adoption of any proposed City policy or other formal action be held only after full and timely notice to the public; and

WHEREAS, Chapter 2 Section 1.D. of the Ouray Municipal Code requires City Council to designate a public place for posting notices of any such meetings; and

WHEREAS, this designation must occur each calendar year; and

WHEREAS, the City of Ouray now wishes to designate a public place within its boundaries for posting of such full and timely notices to the public;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF OURAY, COLORADO, THAT:

1. The City Council hereby designates the bulletin board outside the City Administrative Office, which is inside the entrance to City Hall at 320 6<sup>th</sup> Avenue, Ouray, Colorado, as the place for posting full and timely notice to the public:
  
2. All such notices, except those of emergency meetings, shall be posted at this designated place at least twenty-four hours prior to the holding of the respective meeting.

THIS RESOLUTION was approved and adopted the 6<sup>th</sup> of January, 2025, by the Mayor and Council of the City of Ouray, Colorado.

CITY OF OURAY, COLORADO

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

ATTEST:

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



## LETTER OF AGREEMENT

TO: **City of Ouray**  
**Joe Coleman, Interim City Administrator**  
**jcoleman@cityofouray.com**  
 320 6<sup>th</sup> Ave, Ouray, CO 81427  
 970-325-7211

DATE: December 19, 2024

PROJECT NAME: City Admin Building: Department Planning Study

PROJECT LOCATION: 320 6th Ave, Ouray, CO 81427

PROJECT TYPE: Public

### SECTION 1: SCOPE OF WORK

City Department Programming and Space Needs Assessment.

- A. Meet with all City departments within the City Administration Building to perform a Program and Space Needs Assessment. Develop findings in a consolidated Program and Space Needs document to include overall building and department dimensional diagrams.
- B. Perform as-built measurements and plan documentation of the building and all existing departments in conjunction with task 'A.'
- C. Provide the final Program Document depicting current and future space needs, plan studies of current and future programming alternatives, potential expansion options, and comparative analysis.

Meetings and milestones:

1. The architect will coordinate the kick-off with two days of department interviews and space assessments, assessing current and future needs. Building As-built measurements will be performed at this time.
2. Department Programming and Space Needs Assessments must be reviewed by different departments before finalizing.
3. Final draft of Program and Space Needs document with potential Planning and Expansion alternatives depicted.

### SECTION 2: COMPENSATION

- A. Part A: \$14,800.00 Fixed Fee  
 Part B: Hourly with Top-Set Estimate of \$4,500.00  
 Part C: \$ 4,800.00 Fixed Fee
- B. Hourly Rates (Public and Non-profit hourly rates):
  - i. Architects Principal: \$195.00/ hr.
  - ii. Project Architect/ Manager: \$175.00/ hr.



iii. Intern project draftsman: \$130.00/ hr.

- C. Upon execution of this agreement a \$3,500 initial payment shall be due and credited at last billing. Work on the project shall commence upon the execution of this agreement and receipt of initial payment. A project schedule will be provided and a Project Kick-off date coordinated.
- D. Architect shall submit to Owner monthly an invoice reflecting the services performed during the preceding period. All progress payments shall be due and payable by Owner upon Architect's issuance of the invoice and any balance remaining unpaid thirty (30) days after Owner's receipt thereof shall bear interest from said date until paid at the rate of Five Percent (5%) per annum.
- E. As compensation for the services outlined in the Scope of Work, Owner shall pay Architect (the "Architect's Fee"), payable as provided in this Section. Compensation for Architects services in this Section does not include reimbursement for consultants' services required for this Project.
- F. Reimbursable expenses:
  - 1. Printing and plotting of documentation: As required and requested at cost.
  - 2. Travel as may be required for Site Visits and Owner and Contractor coordination will be billed at a rate of .62.5 cents per mile. Travel time is billed hourly at ½ hourly rate.
  - 3. Lodging will be billed per Per Diem Rates Per GSA based on Fiscal Year and Location.

### SECTION 3: ARCHITECTS RESPONSIBILITY

- A. Professional services set forth herewith will be consistent with the professional skill and care customarily provided by Architects practicing in the state of Colorado within similar conditions. The Architect shall perform services with reasonable promptness consistent with such professional service and care and a well-ordered development of the Project.
- B. Architect shall conform to all state and local standards and regulations.

### SECTION 4: OWNER RESPONSIBILITY

- C. Owner information to Architect shall be provided in a timely manner.
- D. **Owner provided documentation:** Project location topographic surveys and plats which describe legal limitations, written legal descriptions, utility locations, geotechnical engineer's services, and other consultants' services as may be required by the scope of the Project.
- E. **Engineering consultants required for the Project will be contracted directly with the Owner.** Architect will prepare and coordinate proposal requests on behalf of the owner. Consultants may include without limitation, Civil, Geotechnical, Structural, Mechanical/ Electrical/ Plumbing, Energy and Sustainability consulting, HERS rating, Lighting Design, and Interiors.

### SECTION 5: ADDITIONAL TERMS

#### A. TERM AND TERMINATION

- 1. This Agreement will commence upon the last date of signature below. The Agreement will then remain effective until either the services under this Agreement are completed and



delivered, or the project is terminated by either party as set forth herewith: This Agreement may be terminated at any time by either party, effective immediately upon notice, or by the mutual agreement of the parties, or if any party breaches any of its material responsibilities or obligations under this Agreement, which is not remedied within ten (10) days from receipt of written notice by the other party of such breach.

#### **B. LIMITS OF LIABILITY**

1. The services and the work product of KEO studioworks are sold "as is." In all circumstances, the maximum liability of KEO studioworks, its partners, employees, design agents, and affiliates to the client for damages for any and all causes whatsoever, and the client's maximum remedy, regardless of the form of action, whether in contract or otherwise, shall be limited to the net profit of architect's fee.
2. Any claim, dispute, or other matter in question arising out of or relating to this Agreement shall be subject to Mediation as a condition precedent to binding dispute resolution by way of Litigation. All claims for damages shall be commenced within the time period specified by applicable law at the locality of the Project.
3. The Architect and Owner waive consequential damages for claims disputes or other matters in question arising out of or relating to this Agreement.

#### **C. MISCELLANEOUS PROVISIONS**

1. Under no circumstances will the Owner have any right to use or duplicate the Architect's Instruments of Service, including the Architect's design, without payment being satisfied.
2. Project schedule will be developed upon execution and will incorporate the land use process, its understandings, and future phases of work.
3. Documents prepared under this agreement by KEO studioworks for this project are the Architect's Instruments of Service and are for use solely with respect to this project. The Architect shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
4. This agreement may be extended for full Schematic Design Services upon completion of Phase I and II with an addendum to Section 1 and Section 2 prior to an AIA contract.

James Kehoe \_\_\_\_\_ Date \_\_\_\_\_

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

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

KEO  
studioworks

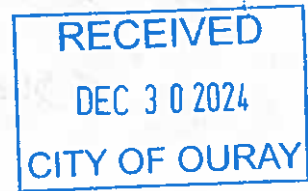
Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPLICATION FOR PARTICIPATION  
ON A CITY COMMITTEE**

City of Ouray  
320 6<sup>th</sup> Avenue  
P. O. Box 468

Ouray, Colorado 81427

Telephone: (970) 325 7211 FAX: (970) 325 7212



An Equal Employment Opportunity Employer



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

**PART 1: PERSONAL DATA**

Full Name: Jesse Sumrak  
Physical Address: 226 Queen Street Ouray, CO 81427  
Mailing Address: PO Box 763 Ouray CO 81427  
E-Mail Address: jesse.sumrak@gmail.com  
Home Telephone Number: 757-570-9465  
Business Telephone Number: \_\_\_\_\_  
Present job title: Senior Content Marketing Manager  
Present employment is (check one)  Full-time  Part-time  
May we contact you at work for committee related issues?  Yes  No

**PART 2: BACKGROUND INFORMATION**

Please write the name of the committee for which you would like to be appointed: Parks and Recreation Committee (PARC)  
How long have you lived in the City of Ouray? 3 Years  
What do you think are the major issues affecting our City? Limited real estate to expand. Giving everyone what they need (younger families / older generations). Balancing local interests with tourism and bringing in revenue. Low-income housing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How do you envision your contribution to this committee?  
As a father of four, I believe I can contribute a parent's view point to what young families and children might need from our parks in Ouray.

\_\_\_\_\_  
\_\_\_\_\_

Signature



Date

12/30/24

Print Name

Jesse Sumrak

If you are interested in this opportunity to serve your community, please fill out the application and return to the above address. For more information, please call Human Resources at 325-7062.

**DEED RESTRICTION AND COVENANT AGREEMENT**  
**FOR**

**City of Ouray**  
**Affordable Housing Ownership, Occupancy and Resale**

THIS DEED RESTRICTION AND COVENANT AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“Effective Date”) between [INSERT NAME OF OWNER], \_\_\_\_\_, (“Grantor” or “Owner”), and the **CITY OF OURAY**, a Colorado home rule municipal corporation with its principal place of business being 320 6<sup>th</sup> Ave, Ouray, Colorado, 81427, (“Grantee”).

Property Subject to Deed Restriction. The following real property (the “Restricted Property”) is hereby subject to these Covenants:

**(INSERT LEGAL HERE)**  
**County of Ouray**  
**State of Colorado.**

Commonly known as **(INSERT STREET ADDRESS HERE)**

This Restricted Property has a maximum rental charge based upon current AMI of \$ \_\_\_\_\_, as amended from time to time.

**RECITALS**

**WHEREAS** the Grantor is the Owner of the Restricted Property; and

**WHEREAS**, the Grantor and any heirs, executors, administrators, representatives, successors, and assigns, desires and agrees to comply with this DEED RESTRICTION AND COVENANT AGREEMENT (“Covenant”), recorded at Reception No. \_\_\_\_\_ in the Ouray Clerk and Recorder’s office, as amended from time to time, and agrees to the restriction in the use of the Restricted Property; and

**Whereas**, under this Covenant the Grantor and Grantee intend, declare, and agree that the regulatory and restrictive covenants set forth herein govern the use of the Restricted Property and shall be and are covenants running with the land and shall be binding upon the Grantor and Grantee; and

**WHEREAS**, this Covenant is intended to restrict the rent charged on certain housing units as determined by the Owner and City of Ouray to thirty percent (30%) of the adjusted eighty percent (80%) AMI for a household of two, regardless of true house hold size, adjusted from time to time by City Council, to all occupants of the Restricted Property.

**DEFINITIONS**

1. **AREA MEDIAN INCOME (AMI)** is determined by using the figures published by US Department of Housing and Urban Development (“HUD”) for each county in Colorado and adopted by Colorado Housing and Finance Authority (“CHFA”). They are published at: [www.chfainfo.com](http://www.chfainfo.com).
2. **AMI RENT CALCULATION** means the adopted maximum monthly rent charged by an Owner based on a household size of two, regardless of true household size, that may be collected from all occupants of a Restricted Property, as amended by City Council from time to time based upon the current AMI adopted by the State of Colorado.

3. **QUALIFIED OCCUPANT** means any person(s) who occupy and use the Restricted Property.
4. **RENT** is the maximum total amount of remuneration charged an Owner, or its authorized delegee, to a Qualified Occupant for use of the Restricted Property in accordance with the AMI Rent Calculation in effect at the time the Qualified Occupant takes possession of the Restricted Property and no other costs or charges, including any costs for Owner's homeowner's insurance, or any other hidden costs, fees, or payments of any kind for services rendered that are less than fair market value, shall be charged by Owner to Qualified Occupant.
5. **TRANSFER** means an act of the Owner by which the Restricted Property is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary or involuntary transfer, or transfer by operation of law (whether by deed, beneficiary deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Restricted Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a contract by which possession of the Restricted Property is transferred and Owner retains title.

### COVENANT

**NOW, THEREFORE**, in consideration of the foregoing material Recitals, the mutual covenants, restrictions, and equitable servitudes stated herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent and agree as follows:

1. **Covenant Runs with the Land.** These Covenants shall run with the land and title to the Restricted Property, for benefit of and enforceability by Grantee and their successors and assigns, and this Covenant shall bind the Grantor and all subsequent Owners of the Restricted Property. Owner shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the period of ownership. Every lease of the Restricted Property, for any purposes, shall be deemed to include and incorporate by reference, the covenants contained in this Covenant.

**1.1 Term.** The "**Term**" of this Covenant shall commence on the Effective Date and shall continue until for a term of one hundred (100) years ("**Expiration Date**"). Said term of one hundred (100) years shall reset upon every Transfer.

**1.2 Administration and Enforcement.** This Covenant shall be administered and enforced by the City of Ouray through its duly authorized designee, by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Restricted Property Owner(s) or Occupant(s), such other remedies and penalties as may be specified in this Covenant, including but not limited to the Schedule of Violations and Fines found in the Guidelines, or any other remedy available at law.

**1.3 Updated Covenants.** Upon every sale of a Restricted Property by Owner, the transferee shall execute the most recent Deed Restriction and Covenant Agreement that has been approved by the City of Ouray.

**1.4 Replacement of Prior Agreement.** If applicable, this Covenant shall supersede and replace in its entirety that certain Deed Restriction and Covenant recorded in the official records of the \_\_\_\_\_ County Clerk and Recorder on [RECORDING DATE] at Reception No. [RECORDING #].

2. **Definitions.** The Parties acknowledge and agree that the definitions contained herein shall apply to this Covenant and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.
  
3. **Ownership, Use, Occupancy, Rentals, and Qualification.**
  - 3.1 **Use and Occupancy.** The use of the Restricted Property is hereby, and shall henceforth be, limited exclusively to Qualified Occupants. If the Restricted Property is owned without compliance with this Covenant, the Grantee shall have the right to enforcement and the remedies set forth herein, including but not limited to the rights under Section 8.
  
  - 3.2 **Qualification.** Qualified Occupants shall:
    - 3.1.1 be subject to the AMI Rent Calculation in effect at the time the Qualified Occupant takes possession of the Restricted Property and upon any renewal of any lease terms.
  
    - 3.1.2 occupies the Restricted Property as their sole and exclusive primary residence.
  
    - 3.1.3 be residents within Ouray County for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis and their primary residence for purposes of voter registration must be within Ouray County.
  
    - 3.1.4 be provided with a fully executed lease or other occupancy agreement for a minimum term of three (3) months.
  
  - 3.3 **Continued Qualification Compliance.** The Owner is responsible for ensuring that all occupants who use the Restricted Property are Qualified Occupants and must maintain compliance with all applicable requirements on an on-going basis. Failure of any Owner or Occupant to do so shall constitute a violation. Any Owner or Occupant of a Restricted Property is required to comply with any deed restriction, including providing proof of maximum rent compliance or responding to any request to ensure compliance with these Covenants.
  
5. **Transfer of Property:** Any Transfers of the Restricted Property shall not occur until each encumbrance, debt or liability owed by the Grantor to the Grantee under these Covenants is fully satisfied, including any fees and violation fines.
  
6. **No Alteration of Restricted Property.** The Restricted Property shall not be altered, demolished, partially demolished, released from these covenants, without the approval of the City of Ouray.
  
7. **Obligation to Maintain Homeowner's Insurance.** Owners shall obtain full replacement cost insurance coverage of the Restricted Property through an insurance provider licensed with and compliant with the Colorado Department of Regulatory Agencies which will repair or replace the home in the event of damage or destruction.
  - 7.1 **Request for Insurance Coverage Certificate.** The Owner will be required to verify compliance with these insurance provisions at any time and is required to respond within seven (7) days.
  
  - 7.2 Failure to maintain adequate Homeowner's Insurance shall be considered a material breach of this Covenant.

## 8. Default/Breach

- 8.1 **Right to Inspect.** In the event the Grantee has reasonable cause to believe an Owner is violating the provisions of this Covenant, that entity, through its authorized representatives, may inspect the Restricted Property between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Grantor with no less than twenty-four (24) hours written notice; Grantor has the right to be present.
- 8.2 **Notice of Violation.** The Grantee shall send a Notice of Violation (“NOV”) to the Owner detailing the nature of the violation and allowing the Owner fourteen (14) days to determine the merits of the allegations, or to correct the violation. The NOV shall advise the alleged violator of the fines associated with each alleged violation as required by the Schedule of Violations and Fines, Appendix E of the Guidelines, and any additional opportunity to cure before the fines or consequences escalate. In the event the Owner disagrees with the allegation of violation of the Covenant or the Guidelines, the Owner may request, in writing, a hearing before the Grantee or its designated hearing officer, who shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or to require Owner to sell the Restricted Property. If the Owner does not request a hearing and the violation is not cured within the fourteen-day period, the Owner and/or Occupant shall be considered in violation of this Covenant, and fines shall continue to accrue until the violation is cured or the maximum fine has been reached. Failure to request a hearing shall constitute the failure to exhaust administrative remedies for the purpose of judicial review.
- 8.3 **Hearing Before the Grantee.** Whenever this Covenant provides for a hearing before the Grantee, such a hearing shall be scheduled by the Grantee within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of the Grantee shall be a final decision, subject to judicial review.
- 8.4 **Reservation of Remedies.** There is hereby reserved to the parties hereto all remedies provided by law for breach of this Covenant or any of its terms. In the event the Parties resort to litigation with respect to any or all provisions of this Covenant, the prevailing party shall be awarded its damages, expenses, and costs, including reasonable attorney's fees.
- 8.5 **Sale Without Compliance.** In the event the Restricted Property is sold and/or conveyed without compliance with the terms of this Covenant, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each conveyance of the Restricted Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Covenant.
- 8.6 **Failure to Cure.** In the event an Owner fails to cure any breach of this Covenant, Grantee may resort to any and all available legal or equitable actions, including but not limited to specific performance of this Covenant, a mandatory injunction requiring the sale of the Restricted Property by Owner, and/or an injunction against future sale(s) in violation of this Covenant.

## 9. General Provisions

- 9.1 **Enforcement of Covenant.** This Covenant shall constitute covenants running with the land and Restricted Property as a burden thereon, for the benefit of the Grantee and/or its respective

successors and assigns, as applicable, and who may enforce the covenants and compel compliance therewith. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, damages, or eviction of noncomplying Owners and/or Occupants.

- 9.2 **Equal Housing Opportunity.** Pursuant to the Fair Housing Act and public policy, the Grantor shall not discriminate based on race, creed, color, sex, national origin, familial status, disability, sexual orientation, or gender identity in the lease, sale, use or occupancy of the Restricted Property.
- 9.3 **Waiver of Exemptions.** Every Owner, by taking title to a Restricted Property, shall be deemed to have subordinated to this Covenant all right of homestead and any other exemption in, or with respect to, such Restricted Property under state or federal law presently existing or hereafter enacted.
- 9.4 **Notices.** Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by personal delivery, by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the Grantee at:
- City Administrator  
City of Ouray  
320 6<sup>th</sup> Avenue  
PO Box 468  
Ouray, CO 81427  
Telephone: 970-325-7078
- 9.5 **Severability.** Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Covenant shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of this Covenant.
- 9.6 **Choice of Law and Venue.** This Covenant and each related document are governed and construed in accordance with the laws of the State of Colorado and action shall be commenced in Ouray County, Colorado.
- 9.7 **Successors.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- 9.8 **Further Actions.** Owners and subsequent owners agree that they shall be personally liable for their participation in any of the transactions contemplated herein and that they will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.
- 9.10 **Modifications.** Any modifications of this Covenant shall be effective only when made by a duly executed instrument by the Grantee and Owner, with the written consent of each, and recorded with the Clerk and Recorder of Ouray County, except that the Rent shall be subject to modification by the Grantee when the AMI Rental Calculation is amended from time to time.

**CITY OF OURAY**

By: \_\_\_\_\_ EXECUTED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
[NAME], Mayor

Attest: [NAME] Clerk

**OWNER**

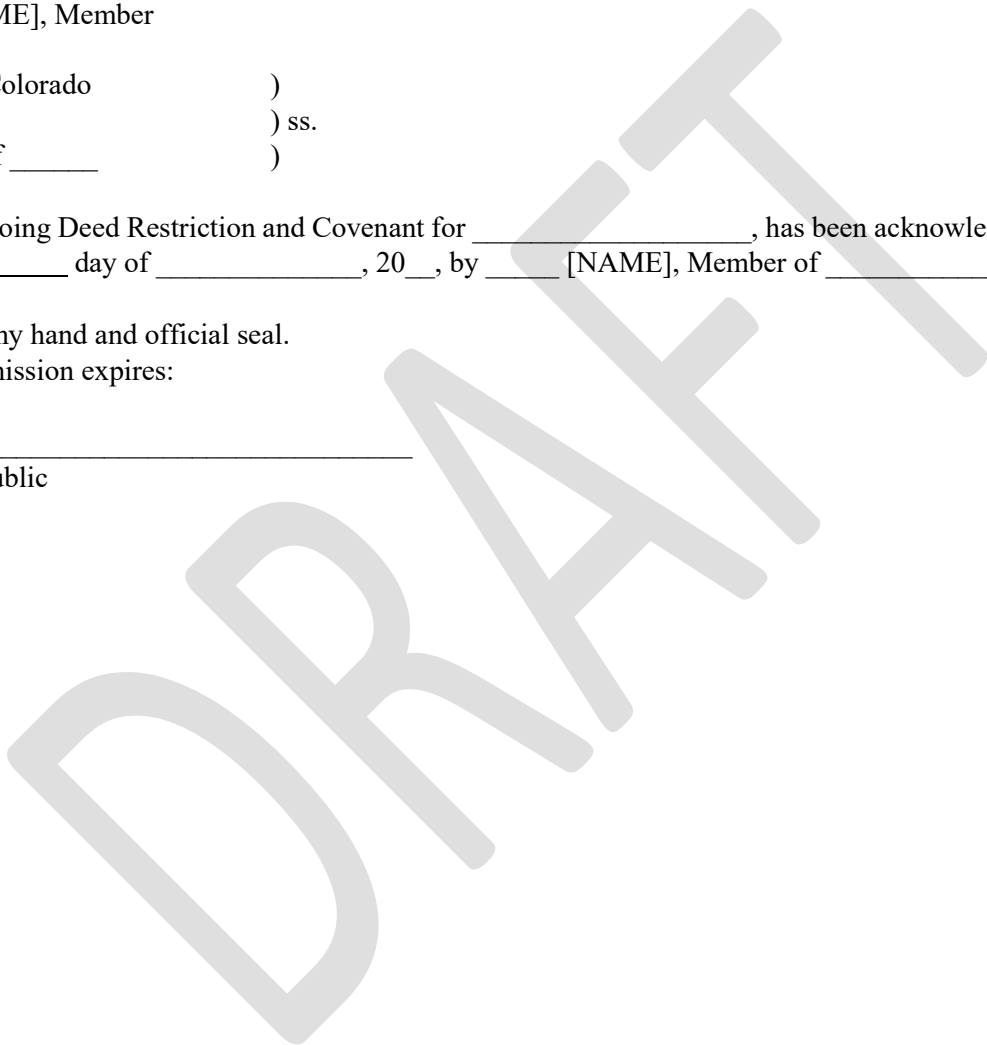
By: [NAME], Member

State of Colorado                    )  
  ) ss.  
County of \_\_\_\_\_                )

The foregoing Deed Restriction and Covenant for \_\_\_\_\_, has been acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [NAME], Member of \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public



# Placemaking

Placemaking is a process that creates quality spaces through improving public assets like streets, sidewalks, parks and buildings. Such improvements can make a community more inviting, encourage social interaction and stimulate economic development. What that process looks like and the length of time it takes depends on the project's overall goals and initiatives.

*Placemaking is about the people—a well-rounded approach to elevating various elements of day-to-day life, from work to public transportation to leisure.*

## Standard Placemaking

Placemaking at its core focuses on creating engaging, quality locations. Over time, it **organically pulls people together** as they share spaces and commodities designed for the community's health and wellbeing.

## Creative Placemaking

Creative placemaking transforms a place through arts and culture. Physical developments such as parks, trails, theaters and murals are essential, but **social engagement drives change**. Arts and entertainment highlight unique characteristics of the community while fostering a sense of connection to it.

Click box for link to web page

6 of the Most Walkable Towns in Colorado

# What Does a Strong Towns Master Plan Look Like?

Kevin Klinkenberg · October 22, 2019

*Kevin Klinkenberg* (Twitter: [@kevinklink](#)) is a Strong Towns member who is Principal at K2 Urban Design and blogs at [The Messy City](#).

Let's be frank. There's some real tension between the "do lots of small things" approach emphasized by Strong Towns and the "do big things" approach that's baked into our current planning and development professions. We are hard-wired for bigness today. Big dreams, big ideas, big money, big government, big corporations. Bigness is deeply American, and arguably has been for generations.

Can this tension be resolved? Is it one approach or the other?

I'll admit I have a bias towards both-and, instead of either-or. Living enough years teaches you that life is rarely simple or clear cut. And, there's a place for everyone and everything. I do, for example, believe very deeply in the Strong Towns approach, the goal of iterative processes and incrementalism, and a general attitude of taking ownership of change in your own place. These are deeply important, and American society has largely strayed away from these mindsets to our own misfortune. It's imperative for today and for tomorrow that we find our way back to the approaches so well described on this website and the [new book](#).

But I also remain steadfast that humans need to dream big occasionally, and to have a sense of what the big picture could be. It's a very human quality to have aspirational visions of the future. George Bailey, in *It's a Wonderful Life*, epitomizes this notion with his constant desire to do big things. That's a core part of his internal struggle as a

character, and one reason I think the movie is so relatable to people in all times and places.

In the planning world, it's why we are drawn to Daniel Burnham's famous quote,

Make no little plans — they have no magic to stir men's blood.

If you turn to the following page on the [Plan of Chicago](#), though, you'll see Burnham's qualifier, which says,

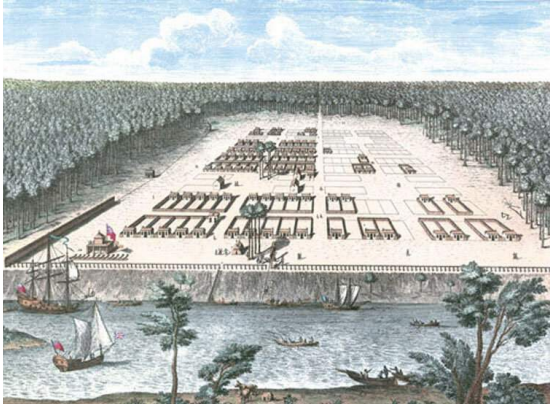
It should be understood, however, that such radical changes as are proposed herein cannot possibly be realized immediately. Indeed, the aim has been to anticipate the needs of the future as well as to provide for the necessities of the present; in short, to direct the development of the city towards an end that must seem ideal, but is practical.

In essence, big dreams are really important, but, hey, let's be practical and work incrementally.

But what do we remember? That first quote. It's very American. A popularized version of what Burnham said is what Casey Kasem used to close with on every episode of *American Top 40*, which I used to listen to weekly as a kid, "Keep your feet on the ground, but keep reaching for the stars."

It's that very human tension that makes me wonder, "What would a Strong master plan look like, when master plans by nature are about big dreams and

big actions?” A great deal of big plans, fanciful renderings and utopian schemes are rightly pilloried on this site. We’ve had more nightmares than successful dreams in recent decades. But none of that stops our desire to *want* to dream, and the reality that many people get up every day and actually *do* big things — either in the public or private sector. What shall we say about that, in an effort to offer productive solutions for our cities and towns?



Savannah plan.

Those questions were a part of what a team of us tried to answer with a [recent downtown master plan](#) in Savannah, Georgia. Savannah, in fact, is a potential case study as a way forward.

The city was conceived by Gen. James Oglethorpe as a very idealistic, almost utopian human settlement. Thomas Wilson’s book, [The Oglethorpe Plan](#), is

probably the most complete resource on the social, physical and economic ideals of Savannah. What evolved on the ground after Mr. Oglethorpe left and returned permanently to England in 1752, is a classic example of a bold but simple plan, and a very gradual, incremental implementation over many decades. Oglethorpe’s complete transect of human settlement, most realized in a plan of a series of wards, built around a public square at the center, was a *really big idea*. It was ambitious, aspirational and steeped in Enlightenment ideals.

It was also very simply platted in a uniform pattern of 60’x90’ lots that have been built, modified and rebuilt by thousands and thousands of people over nearly three centuries. The results are magnificent. It’s not just beautiful and walkable, but the historic core is financially resilient and productive — the [epitome of a strong town](#).

## **STRONG TOWNS**



We can find similar bouts of hopefulness combined with practicality throughout American history. Virtually every city or town has what is effectively a marketing poster that looks something like the one from Lawrence, Kansas. Lawrence was largely settled by New England abolitionists (the main street is Massachusetts Avenue), in an effort to create a bulwark against the expansion of slavery. What you see in the poster, and many like it, is a bold and daring notion of what this place could be (come move here!) combined with a gradual, incremental and simple approach to day-to-day building.



Keep your feet on the ground, but keep reaching for the stars.

The new [Savannah downtown plan](#), completed as a community-led effort and recently adopted by City Council, uses a similar mindset. Today's situation is much more nuanced and challenging than 1733, so by nature the specific answers are complex. It's also necessarily couched in the terminology of the moment. Boiled down to its core, however, it sounds familiar: it's a series of aspirational notions of what the place can evolve towards, combined with a series of practical steps towards implementation. Those steps are a combination of many small actions and a few very big ones. It has a series of five key goals, some of which sound familiar to many plans:

1. Connect people and neighborhoods with the street grid
2. Expand public space and make it a cornerstone of city life
3. Focus on active transportation

4. Prioritize quality of life over commuting time
5. “Legalize” Savannah by enabling the original incremental, built pattern to be built again by-right.



So what makes this unique or strong? I'd suggest it's that element of both-and, instead of either-or. It's fundamental in nearly every community I've been to that doing the little things, the incremental change, is far too difficult and expensive. Master plans need to not just understand this, but figure out how to truly enable it. This should be job one. But we also have some big efforts to undertake, too. Unwinding some of the destructive ideas of the 20th century by nature requires some big money and some big change. Let's harness this to the productive advantage of our communities.

Let's also not minimize that people need to have an idea of what their individual, small efforts could add up to over time. That's a very human reality. The idea of the beautiful rendering isn't to say a street or block or place *will* look like this; rather, it's to say this is the direction we are headed in together. This is what is possible, if we motivate our many small actions and a few big ones.

1. Use time-tested principles for city-building & design
2. Understand and do the math
3. Enable lots and lots of small, incremental change by many hands
4. Find some opportunities for big, aspirational change
5. Identify a series of first steps to test that are inexpensive
6. Most importantly: don't take years to complete a plan, since this just wears people out and builds cynicism. Radically shorten the process, especially by using the [NCI charrette model](#).

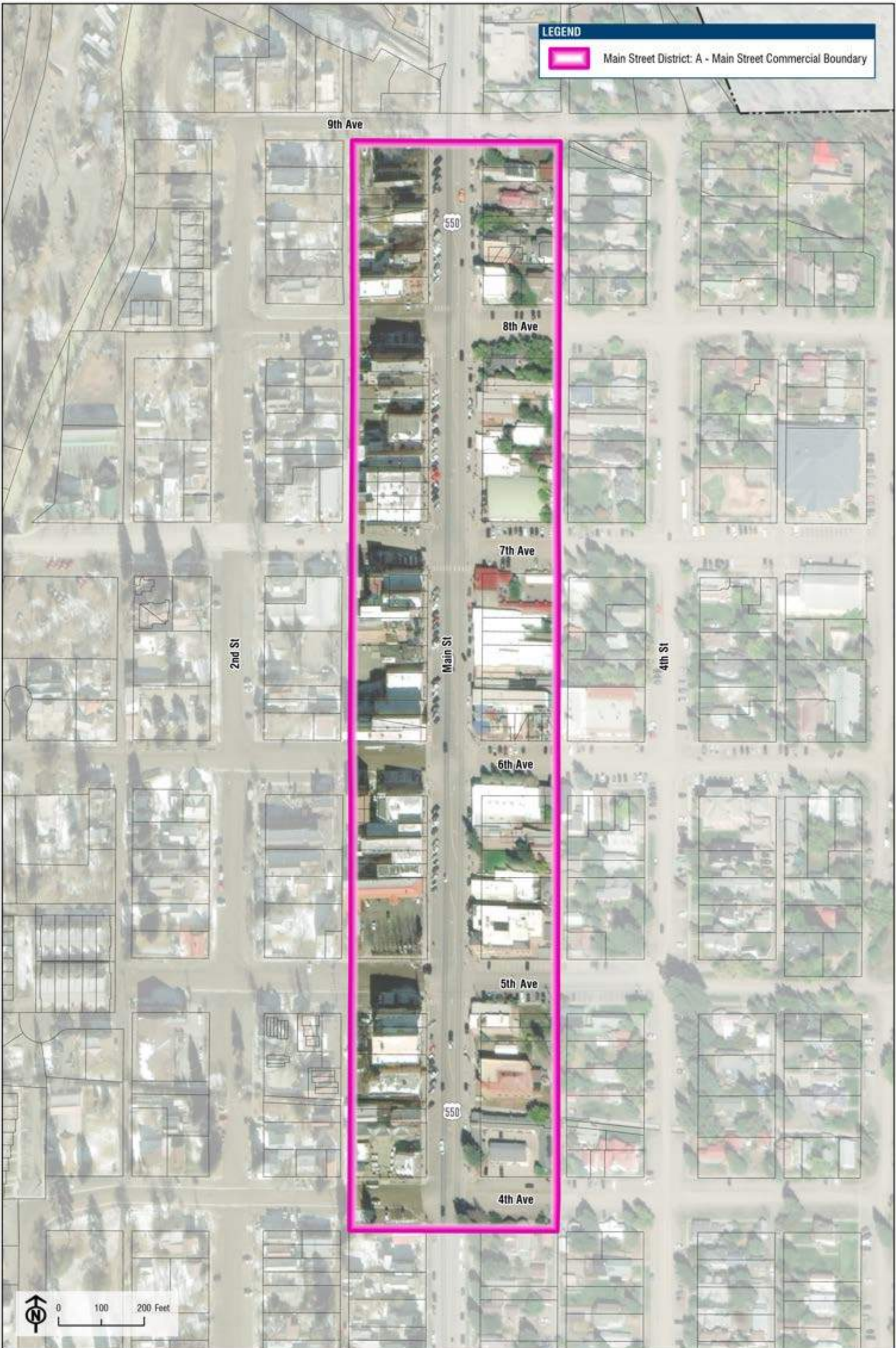
Many, many more of our “solutions” to today’s problems do need to be found by enabling bottom-up creativity and action. We unwittingly stifle far too much creative and productive activity with a dizzying maze of bureaucracy and regulation, even though much of it is well-intentioned. But it’s also true that some problems simply require top-down, coordinated solutions. Some issues are so complicated or expensive that there isn’t an incremental step forward. We need to find room for those solutions, too.



LEGEND



Main Street District: A - Main Street Commercial Boundary





DITCH ST

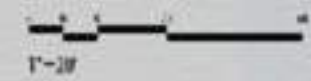
TOWNSEND ST

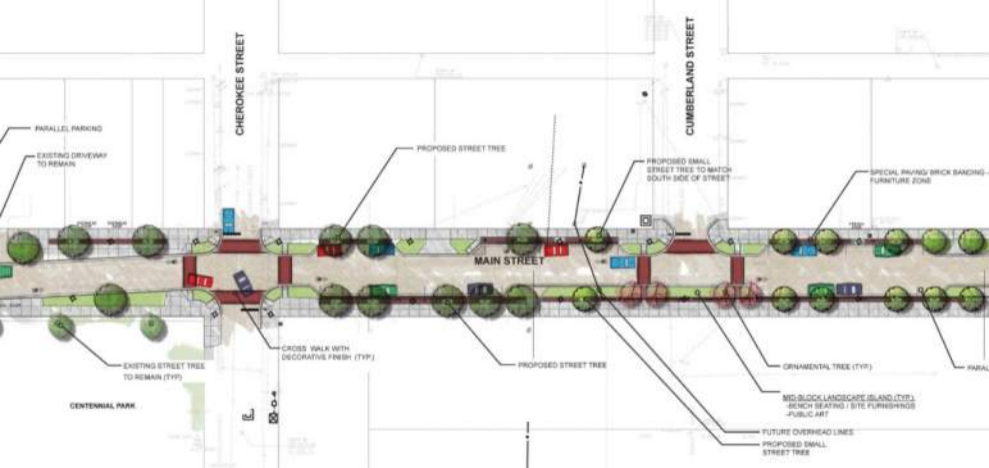
CORNRIGHT ST

GREEN INFRASTRUCTURE  
RAIN GARDENS + ENVIRONMENTAL EDUCATION

RAISED INTERSECTION  
DECORATIVE PAVING

Main Street Midland, MI Streetscape  
CONCEPT PLAN | April 10, 2024



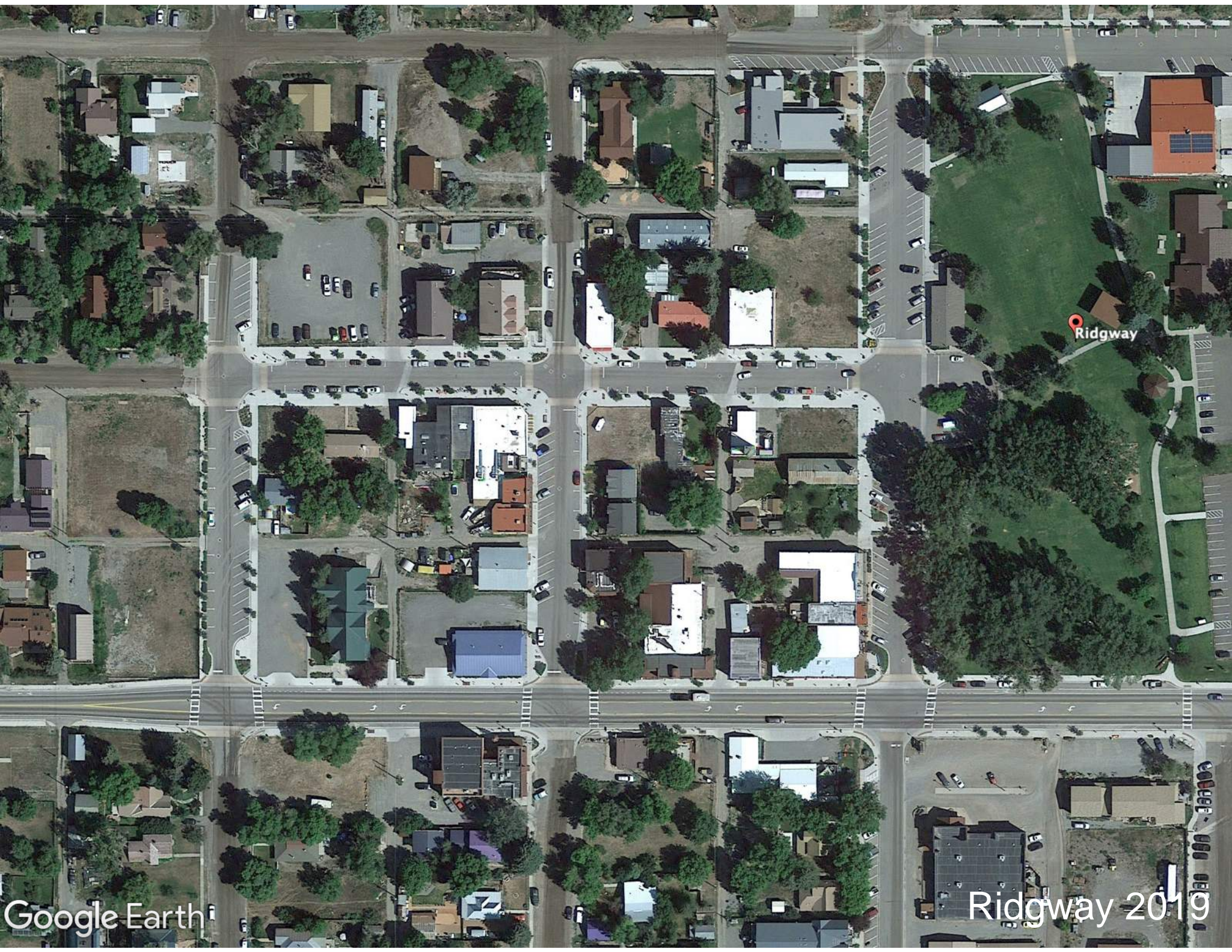




Ridgway

Google Earth

Ridgway 2014



Ridgway

Google Earth

Ridgway 2019

## Future Agenda Items/Work Sessions

- Restroom Cleaning and Vault Pumping Agreement Between City, OIPI, and FOVF (City to supply toilet paper but OIPI & FOVF will stock & clean)
- Rescind Flood Emergency Declaration
- Dark Sky Ordinance Moon Phase
- Huckstering Permit Re-examine Permit and Fees (City Staff owe Council recommendations)
- Additional Fee & Fine Schedules
- Waterview PUD Fines as Outlined in Guidelines
- Workforce & Attainable Housing
- Via Ferrata Agreement (Expires April 30, 2025)
- Sidewalk replacements
- Bicycle usage on municipal trails (regulations for Ebikes)
- **Future Work Session** – Bed & Breakfast Discussion
- **Future Work Session** – Revisiting Fire Protection District payment equation/Fire District increase mill levy. Work session to be held with Fire Protection District board members and Hannah.