

**AGENDA  
OURAY CITY COUNCIL**

**Monday, February 3, 2025 - 6:00 PM**

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

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

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

**Ouray City Council Regular Meeting**

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES - Meetings of December 2 & 16, 2024 and January 6 & 21, 2025
5. CITIZENS' COMMUNICATION
6. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
7. DEPARTMENT REPORTS
  - a. Interim 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. Via Ferrata Management Transition Agreement
  - b. Professional Services Agreement with Silas Clarke
  - c. Letter of Intent to Help Fund the Swiss Village Cooperative
9. DISCUSSION ITEMS
  - a. Sidewalk Replacement Program
  - b. Future Agenda Items
10. ADJOURNMENT



## Ouray City Council Regular Meeting

Monday, December 2, 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, Tourism and Destination Marketing Director Kailey Rhoten, IT Director Rich Willis and City Attorney Carol Viner.

### 1. CALL TO ORDER

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

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance was recited.*

Motion to add an emergency executive session at the end of this agenda. 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

### 4. PUBLIC HEARING - 2025 City of Ouray Budget

*Mayor Funk opened the floor for public comment. Kathy Elmont previously asked the Council to take a temporary mill levy credit, which she doesn't see having been taken, so requested that the council use those extra funds to help Swiss Village later on the agenda. Paul Smith asked if the budget took into account cash on hand, and questioned the wisdom of spending the accumulated money now instead of investing it with the hope of making more money than what future financing rates could be in the future. Mayor Funk said because the revenues have been above what has been budgeted for several years, the City is looking at long-term investments for that extra cash, such as equipment for public works that will last 20+ years. Adam Kunz asked if Swiss Village was given money from the City after the discussion later in the meeting, would it still come from the 2025 budget, or would it have to wait until 2026. The Council confirmed that the 2025 budget could be amended to account for any decisions made later in this meeting on behalf of Swiss Village. Mayor Funk closed the public hearing.*

### 5. CEREMONIAL/INFORMATIONAL - OIPI Ten Year Plan

*Peter O'Neil and Frank Robertson presented the Ice Park's 10-year plan.*

**6. APPROVAL OF MINUTES - November 4, 2024 Regular Meeting and November 15, 2024 Special Meeting**

*Councilor Lindsey made a motion to approve the minutes as presented. Councilor Underwood seconded the motion. Mayor Pro Tem Smith said in the discussion for Resolution 17 (November 4th meeting), the attorney was mis-attributed to working for Waterview Homes, when he actually worked for the ditch owner.*

Amended motion to approve minutes with change noted. This motion, made by Peggy Lindsey and seconded by Michael Underwood, Carried.

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

**7. CITIZENS' COMMUNICATION**

*Mayor Funk opened the floor for public comment. John Nixon asked what had been done with the exterior lights at the water treatment plant. Mr. Jaramillo said a timer switch had been ordered so they would be turned off at 10:00pm. Jenny Hart said she's receiving an avalanche information sign and asked when the council would approve hanging it at the kiosk in the horseshoe parking lot. Paul Smith asked if the City would be held responsible for any of the avalanche information if we provided it. Mayor Funk said the Colorado Avalanche Information Center is the party providing the sign, and they have governmental immunity. Mayor Funk closed the floor.*

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

*Councilor Gulde attended the TAC meeting on November 19th, TAC awarded the Ice Park a small tourism grant. Attended the Friends of the Ouray Hot Springs Pool meeting and the public OIPI meeting, both on November 20th. Ice making at the Ice Park began on November 5th. Attended the virtual bathhouse design meeting on November 25th. The IPAT meeting will be on January 22nd, 2025.*

*Councilor Lindsey - Beautification Committee has been decorating around town. Meeting this Wednesday, December 4th.*

*Councilor Underwood - PARC met on November 26th. Councilor Underwood showed the community events calendar that Parks will be publishing and sending out. Cabin Fever Day is set for February 8th.*

*Mayor Pro Tem Smith - Upcoming Main Street Committee meeting on December 11th. Yule Day is this Saturday.*

*Mayor Funk - Was unable to connect to the virtual bathhouse meeting. Attended river dredging meeting.*

*Mayor Pro Tem Smith asked about the status of the hydrologist's report for dredging guidelines. Mr. Coleman said it's around 95% done.*

**9. DEPARTMENT REPORTS**

**a. Interim City Administrator**

*Mr. Coleman said negotiations have started with Michelle Metteer for the City Administrator role. Working on scheduling Police Chief Interviews to allow Ms. Metteer to participate if she accepts the job. The Community Development Director position is going to be posted soon. Mr. Coleman commended the City's administrative assistant Melissa Martin for the work she took on after the departure of the Community Development Director. Mr. Coleman announced that placards have been ordered to add times to the parking restrictions on the side streets for clarity.*

**b. Interim Police Chief**

*Interim Chief Ray gave an overview of his report, correcting his statement that the Police Chief Interviews were not held on December 2nd as stated in his report.*

**c. Fire Chief**

*Chief Kunz corrected his report to read November where it says September.*

d. Public Works Director

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

e. Parks and Recreation Director

*Mr. Brown gave an overview of his report, and had Jordan Lockner and Chris Kastelic from Collab Architecture present the results from the community input meetings. Councilor Lindsey said it would be a mistake to not add a massage space in the new building. Paul Smith suggested approaching the spa space as a business justification for potential return on investment on the space.*

f. Tourism and Destination Marketing Director

*Ms. Rhoten presented her 2024 Tourism Review.*

## 10. ACTION ITEMS

a. Resolution 19, Series 2024 - Adopting the 2025 City of Ouray Budget

Motion to approve Resolution 19, Series 2024. 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

b. Resolution 20, Series 2024 - Appropriating 2025 Expenditures

Motion to approve Resolution 20, Series 2024. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

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

c. Resolution 21, Series 2024 - Setting the 2025 Mill Levy

Motion to approve Resolution 21, Series 2024. This motion, made by Michael Underwood and seconded by Josh Smith, Carried.

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

d. Resolution 22, Series 2024 - Website Terms of Use

*Motion to approve Resolution 22, Series 2024 by Councilor Lindsey. Mayor Pro Tem Smith seconded the motion. Mayor Funk recommended removing "iii. hyper-link to this site" in Paragraph 1 Restrictions of Use.*

Amended motion to approve Resolution 22, Series 2024, removing "iii. hyper-link to this site" from the Restrictions of Use. 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

e. Twin Peaks Replat Notice

*Councilor Underwood noted that the PUD being referenced was approved in 2019, and is not new.*

Motion to approve the Twin Peaks Replat Notice. This motion, made by Josh Smith and seconded by Peggy Lindsey, Carried.

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

f. Ratification of Waterview Purchaser Closing Documents (Amendment to the Development Agreement and Corrective Deed)

*Removed from agenda.*

**11. DISCUSSION ITEMS**

- a. Swiss Village Residents' Request for Assistance to Purchase the Park

*Adam Kunz spoke about the steps that have been taken so far. Tim Townsend and Ben Moore of Thistle ROC spoke about other resident-owned communities in the state that they've helped create. The council suggested eminent domain, gap financing and being a fiscal agent for DOLA grant funds. Jay Lauderdale spoke in favor of Tim and Ben from Thistle ROC. Kristen Norvell felt this was a human rights crisis and this housing needed to be preserved. Paul Smith hopes the City can figure out a way to help Swiss Village. Diane Ford said she sold everything she had to buy her home and move here, and if the lot rent goes too high, she's not sure where she could go. Al Lowande urged the City to do everything in their power to help these residents own their land. Kellner Phillips spoke about how Swiss Village allowed her to keep her kids in Ouray School.*

- b. Future Agenda Items

*Work session scheduled for December 16th at 4:00 pm to discuss CDOT Main Streets Crosswalks*

**12. EXECUTIVE SESSION - Executive Session, Pursuant to C.R.S. 24-6-402(2)(f) to Discuss City Administrator Contract Terms**

Motion to move into executive session at 9:04 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

*The executive session concluded at 9:48 pm.*

**13. ADJOURNMENT**

Motion to adjourn at 9:48 pm. 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

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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, December 2, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, December 2, 2024.

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Melissa M. Drake, City Clerk



## Ouray City Council Regular Meeting

Monday, December 16, 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 (via Zoom).

### 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. CITIZENS' COMMUNICATION

*Mayor Funk opened the floor for public comment. Bruce Lloyd expressed concerns about the blasting. Councilors said the blasting is outside the City limits, but they are trying to work with the County to delay it until after the ice climbing season. Mark Rozich raised concerns about snow removal from the parking spaces on 7th Ave. Mayor Funk closed the floor.*

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

*Councilor Gulde - There will be a TAC meeting tomorrow, the Ice Park opens to the public on December 21st, attended the Tri-Agency Dinner on December 5th, various holiday parties, Yule night on December 7th, and the Ice Park Guide Meeting on December 10th. Attended the County Hazard Mitigation meeting and Fire Protection Plan earlier today. IPAT will be meeting on January 22nd.*

*Councilor Lindsey - Beautification Committee met on December 4th. The committee will work with the pool next year to order pumpkins to decorate the town, and want to do joint Christmas decorating with the pool next year. They are planning a Riverwalk Trail cleanup event in the spring.*

*Councilor Underwood - Attended the Tri-Agency Dinner, the Library open house and Ouray Mountain Rescue Christmas party. OEDC canceled their last meeting due to a lack of quorum. Their next meeting will be on January 12th.*

*Mayor Pro Tem Smith - Gunnison Valley Transportation Region is looking for long-range project recommendations to give to CDOT.*

*Mayor Funk - Attended the Regional Public Health Strategic Planning Input Meeting for Behavioral Health, also attended by regional public health officials between Delta and San Miguel Counties. The group is struggling to get local data relating to mental health crises, and the varying needs of each community. Paul*

Smith asked about how the suicide hotline fits in with the mental health resources. Mayor Funk said that is a last resort, and the collaborative is trying to address mental health before it gets to that point.

## 6. DEPARTMENT REPORTS

### a. Interim City Administrator

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

### b. Director of Finance and Administration

*Ms. Drake presented the financial reports.*

### c. Information Technology Director

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

## 7. ACTION ITEMS

### a. Resolution 23, Series 2024 - 2024 Budget Supplement

Motion to approve Resolution 23, Series 2024. 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

### b. Employment Agreement for City Administrator Position with Michelle Metteer

*Councilor Gulde made a motion to approve the employment agreement. Councilor Lindsey seconded the motion. Councilor Underwood thought that there should be a "one-time" clause on the moving expense reimbursement.*

Amended motion to approve employment agreement with Michelle Metteer, amending the moving expenses to designate a one-time payment. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

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

### c. IGA with Town of Ridgway and Ouray County for Affordable Housing Administrator

Motion to approve IGA with the Town of Ridgway and Ouray County for Affordable Housing Administrator. 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. Annual Memorandum of Understanding with Ouray County

Motion to approve the Memorandum of Understanding with Ouray County. This motion, made by Michael Underwood and seconded by Josh Smith, Carried.

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

### e. Exception Request Authorization for an Unconventional Loan for CARE Access Colo I, LLC Related to Purchase of Lot 1 and Lot 21, Waterview Ouray Homes Subdivision

Motion to approve request for unconventional loan for CARE Access Colo I, LLC. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

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

f. Ratification of Waterview Purchaser Closing Documents (Amendment to the Development Agreement and Corrective Deed)

Motion to ratify signatures on Waterview Purchaser Closing Documents. 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

g. Ratification of Amendment 4 to Professional Services Agreement with Short Elliott Hendrickson, Inc. (SEH)

Motion to ratify City Administrator signature of Amendment 4 to Professional Services Agreement with Short Elliott Hendrickson. 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

h. Ratification of Executive Search Services Agreement with KRW Associates for Community Development Director Recruitment

Motion to ratify Executive Search Services Agreement with KRW Associates for Community Development Director Recruitment. This motion, made by Peggy Lindsey and seconded by Michael Underwood, Carried.

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

i. Mayor and City Council Committee Assignments for 2025

Motion to approve the Council Committee Assignments for 2025 as presented. This motion, made by Tamara Gulde and seconded by Michael Underwood, Carried.

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

j. Approval of 2025 City Council Regular Meeting Calendar

Motion to approve the 2025 City Council regular meeting calendar. This motion, made by Peggy Lindsey and seconded by Michael Underwood, Carried.

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

**8. DISCUSSION ITEM - Future Agenda Items**

**9. ADJOURNMENT**

Motion to adjourn at 7:13 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

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Ethan Funk, Mayor

ATTEST:

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Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on Monday, December 16, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, December 16, 2024.

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Melissa M. Drake, City Clerk



## Ouray City Council Regular Meeting

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

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

Also present were: Acting City Administrator Joe Coleman, Acting Public Works Director Cliff Jaramillo, Parks and Recreation Director Joe Brown, IT Director Rich Willis, Accounting Specialist Julie Lancaster 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. APPROVAL OF MINUTES - November 18 and 27 Meetings

Motion to approve as presented. 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

### 5. CITIZENS' COMMUNICATION

*Mayor Funk opened the floor for public comment. Eric Funk expressed that he felt that clearing ice from crosswalks should be a higher priority than parking regulation enforcement that facilitates clearing parking spaces. Peter O'Neil announced that there would be a members-only ice climbing night, and said that a seismograph would be placed at the Ice Park for the nearby blasting, and that the informational signs about the blasting had been removed from the Ice Park by an unknown person, but would be replaced. Jenny Hart asked for updates on the removal of the trees that were previously marked.*

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

*Councilor Gulde - TAC met on December 17th, and discussed the direction of the committee in 2025. The next meeting will be on January 21st. The next IPAT meeting will be January 22nd. Attended part of the ORRCA meeting.*

*Councilor Lindsey - the Beautification Committee will meet on January 8th.*

*Councilor Underwood - PARC will meet tomorrow, January 7th. OEDC will be meeting on Thursday, January 9th. OEDC is hosting a Business Roundtable with Tourism and Destination Marketing Director Ms. Rhoten presenting her business resources on the Visit Ouray website on January 16th. Evacuation plan meeting at the 4-H Center on Thursday, January 9th.*

*Mayor Pro Tem Smith - Main Street Committee meeting Wednesday, January 8th. The shuttle schedule has*

*been reduced by one run at the end of the day until spring.*  
*Mayor Funk - Police Chief Candidate Community Meet 'n Greet on January 16th.*

## **7. DEPARTMENT REPORTS**

- a. City Administrator

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

- b. Acting Police Chief

*Report in packet.*

- c. Fire Chief

*Report in packet.*

- d. Public Works Director

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

- e. Parks and Recreation Director

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

- f. Tourism and Destination Marketing Director

*Report in packet*

## **8. ACTION ITEMS**

- a. Resolution 1, Series 2025 - Official Posting Place for 2025

Motion to approve Resolution 1, Series 2025. 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

- b. Ouray Facilities Needs Assessment

Motion to approve the letter of agreement with KEO Studioworks. This motion, made by Michael Underwood and seconded by Josh Smith, Carried.

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

- c. Appointment of Beth Edwards as the Chamber Representative for the Main Street Committee.

Motion to appoint Beth Edwards to the Main Street Committee. 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. Appointment of Jesse Sumrak to the PARC and Recreation Committee

Motion to appoint to Jesse Sumrak to the Parks and Recreation Committee. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.

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

## **9. DISCUSSION ITEMS**

- a. Deed Restriction Template

*City Attorney Viner recommended holding a work session to discuss it in depth. A work session was scheduled for February 3rd at 4:00 pm. Shirley Diaz pointed out that most changes get made due to violations, and that AMI will change, but the percentage doesn't need to change all the time.*

b. Swiss Village Funding Request

*Blair Kanis gave an update of the Swiss Village purchase funding, noting that two private donors have stepped up to cover a large portion of the financing gap. Tim Townsend and Ben Moore from Thistle ROC presented what is still needed for funding beyond the pledges already received, and what different contribution levels would do to each home's lot rent. Shirley Diaz spoke about the state grant opportunities available to Swiss Village. The council discussed restrictions they might want to impose in exchange for a contribution to the purchase of the land. Ms. Diaz said the state would require 30-year covenants in exchange for any funding received from DOLA, and expects that another layer of affordability preservation would be added by the City or other government agency. Ms. Viner asked about the homeowners in the park who are not full-time residents. Ms. Diaz said those houses are being excluded from the funding considerations. Ouray County Commissioner Jake Niece said the BOCC is having a work session on February 26th to discuss funding from the county for Swiss Village, and invited the council to attend. The council decided to approve a letter of intent at the next meeting with an amount to be determined at the time of approval, and will schedule a work session in the future to determine what restrictions should be placed on the housing.*

c. Main Street Committee Request for Direction on Grant Funding for Downtown Conceptual Plan

*Mayor Pro Tem Smith presented the request for funding to create a downtown conceptual plan. A work session will be held on January 21st at 2:00 pm.*

d. Future Agenda Items

10. ADJOURNMENT

Motion to adjourn at 9:13 pm. This motion, made by Peggy Lindsey and seconded by Josh Smith, Carried.  
Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, Michael Underwood: Yea

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

ATTEST:

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

CERTIFICATION

I, Julie Lancaster, do hereby certify that I am an employee 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, January 6, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, January 6, 2025.

\_\_\_\_\_  
Julie Lancaster



## Ouray City Council Regular Meeting

Tuesday, January 21, 2025 6:00 PM

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

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

Also present were: 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. CITIZENS' COMMUNICATION

*Mayor Funk opened the floor for public comment. Peter O'Neil, Ice Park Executive Director, gave a shout-out to Joe Coleman for plowing the parking lot in preparation for the Ice Fest, and to Joe Brown for his assistance with the night ice climbing hours, which was a huge success. Mr. O'Neil said the dance party is at Twin Peaks this year and is open to anyone. John Wood added that the film crew for the 150th documentary will be at Ice Fest this weekend. Conde Sluga noted that the handicapped parking spots for City Hall/Community Center are not ideal, and suggested the spots get re-arranged to best align with the ramp and door. Kristin Arnold announced that the All In Ice Fest held from January 3-5 was a great success. Jenny Hart, Ouray Mountain Rescue Team member, announced that their avalanche education event was well attended last week. Mayor Funk closed the floor.*

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

*Councilor Gulde - Attended the OIPI board meeting last week. 47 competitors applied for the Ice Fest this year. TAC met today and talked about revamping the application for TAC grants. Attended the Police Chief Candidate Meet 'n Greet. The IPAT meeting will be on January 22nd discussing the 10-year plan.*

*Mayor Pro Tem Smith - Main Street Committee meeting, Colorado Main Street group gave an overview of the funding available.*

*Mayor Funk - Attended Police Chief Meet 'n Greet, and looking to have the Sheriff's Office labor contract signed for 2025, but it has not been received yet.*

*Councilor Underwood (given by OEDC Chair Kevin Schiffer) - OEDC has started the 2025 Microgrant program, so businesses can apply until the end of February. A Business Roundtable was held last Thursday rolling out the business resources on the Visit Ouray website. Another Roundtable meeting in February will cover grant*

writing. Frank Robertson announced that the Microgrant program has 3 fund matches committed so far and is looking for more funding to supplement the \$25,000 from the City Budget.

## 6. DEPARTMENT REPORTS

### a. Director of Finance and Administration

*Ms. Drake presented the financial reports. Mr. Brown added that the pool is working with the Ice Park to offer discounted admissions for Ice Park members, so that would explain why there's more increase in attendance than revenue.*

### b. Information Technology Director

*Mr. Willis gave an overview of his report, and noted that now that the baffles have been installed in both the San Juan and Massard rooms, the AV contractor will be back to make final sound adjustments with them in place.*

## 7. CONSENT AGENDA - Festival Liquor Permit - Friends of the Wright Opera House - February 15, 2025, 11:30am-8pm

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

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea

## 8. ACTION ITEM - New Liquor License for El Agave Azul

Motion to approve the liquor license application for El Agave Azul. This motion, made by Josh Smith and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea

## 9. DISCUSSION ITEMS

### a. Transition of Management for the Ouray Via Ferrata

*Nate Disser of the Friends of the Via Ferrata felt that the time was right to transition management of the Via Ferrata to the City with Friends of the Via Ferrata helping fundraise and support. John Wood suggested formalizing Mr. Brown's participation in the transition in addition to the City Administrator in the agreement. Peter O'Neil said they've had a great relationship with FOVF, and anticipate a great relationship with the City, and offered to help monetize the Via Ferrata with sponsors. Kevin Schiffer read a letter from Patricia Eischad criticizing FOVF, asking for the specific issues to be addressed under the City's management. Mr. Schiffer said the current rules about guests under 88 pounds have been unclear and asked the City to create a policy and enforce it fairly. Logan Tyler felt that commercial guide applications should not be reviewed by another commercial guide (competitors) and should be reviewed by a neutral third party. Mr. Disser corrected Mr. Tyler that San Juan Mountain Guides does not make the decisions for commercial guides, and other board members of the FOVF make those decisions without his input. Councilor Gulde said this transition is a good time to address public concerns. Mike Gibbs, Rigging for Rescue owner, noted that he was listed in documents for citations that he did not do, and had formal complaints filed against him without anyone reaching out before filing, believing that FOVF was behind those actions. Jenny Hart felt the FOVF board needs to be diversified further while the transition happens. Jen Donovan asked what the cost to the taxpayers would be. Mayor Funk said the guide fees would cover the costs of the Via Ferrata employees, so the cost to the taxpayers would be negligible for administrative expenses. Dolgio Nergui expressed her support for the City managing the Via Ferrata, but did not think that re-configuring the board of FOVF was worth the effort for the transition period. Ms. Nergui also noted that item 12 seemed to be an incomplete statement, and 11 and 14 seem to conflict with each other. Staff will correct item 12, noted that in item 14, the year referenced should be 2025, not 2026, but*

*that it did not conflict with item 11. Kristin Arnold, a commercial guide operator, wanted to second the comments made by Mr. Tyler, Mr. Gibbs, Ms. Nergui, Ms. Eischad and Ms. Hart, and asked the the City manage the funds during the transition period.*

b. Consideration of Funding Contribution to Swiss Village Coop

*Council felt comfortable, after seeing the Excise Tax Report, giving \$200,000 to help fund the Swiss Village land purchase. Kevin Schiffer and Kristin Arnold were glad the City decided to help. Jenny Hart also commended the council for supporting the project, but also commended their restraint from spending all the funds right away, noting that there will be future projects that require those funds.*

c. Future Agenda Items

**10. ADJOURNMENT**

Motion to adjourn at 8:03 pm. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea

---

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 Tuesday, January 21, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Tuesday, January 21, 2025.

---

Melissa M. Drake, City Clerk



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

## **Interim City Administrator Report for February 3, 2025 City Council**

### **Police Chief Recruitment**

Following the public meet and greet and the multi-step interview process, it has been decided to restart the recruitment process for the position of the City of Ouray's Chief of Police. The City of Ouray acknowledges the importance of building and maintaining trust between law enforcement and the community. Given the significant history of this position and the priority placed on fostering strong relationships with residents, the decision has been made to restart the recruitment process once the new City Administrator is in place. The City of Ouray remains committed to finding the right individual who will lead the Police Department with integrity, compassion, and professionalism. This restart of the recruitment process underscores the City's commitment to transparency and community involvement as it seeks to make this important hiring decision.

### **Ouray Main Street RMS**

After a second work session to discuss bump outs along Highway 550 on 6<sup>th</sup> Ave and 7<sup>th</sup> Ave, City staff has been directed to move forward with an alternative design that includes adding a sidewalk along the western portion of Highway 550 above the fish pond at the Hot Springs Pool. We will continue planning and design on the two crosswalks, one located on the north end of town at the visitors center and the other located on the south end of town at the horseshoe. This will be a projected scheduled for construction in 2026.

### **Water Treatment Plant Update**

We are scheduled to have a final walk through on Wednesday February 5<sup>th</sup> 2025. All punch list have been completed, the only remaining work to complete is to add heat trace to the gutters of the facility. We are currently under budget on this project, I will provide numbers when we close out with final payment.

### **Wastewater Treatment Plant Update**

Aslan Construction continues to work on punch list items. After our meeting last week there are a few small items to complete and they are trying to complete the project by the end of February.

# Ouray Police Department City Council Report

## January 2025

### Chief of Police

The search for the Chief of Police did not go as well as it could have. The search continues.

### 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 VR Training System.

The Ouray Police department has acquired an Axon VR training system for a 60 day trial period. The system allows the officers to discharge a Taser without deploying a Taser cartridges. The officers have the ability to encounter decisional training and scenario based training. It also allows officers to hone their shooting skills without discharging his firearm.

### Events

#### Coco with the Popo

The Ouray Police Department held the event in January. The Police Department Officers met at Kami Samies at 9:00 AM and ended at 10:00 AM. We changed things up this time and obtain a table next to the entry. We greeted all persons that entered the establishment and advised them the Coffee was on the Police Department. The response was much better. People did stop and speak with us during the time we were there. For the next three months we will be at the coffee shop at the Beaumont on the 4<sup>th</sup> Wednesday of the month if you want free coffee and conversation.

#### Ice Festival

Another Ice Festival has come and passed, The Ouray Police Department assisted with security at the vender's area at the Ice Park, pool party and the Petzl party. Other than having to run off a few parties at the vender's tents in the middle of the night all went well. We didn't receive any noise complaints during the Petzl party. There was no alcohol served during the Petzl party, but there still were those that don't believe an event can be held without alcohol and partook prior to arrival. All and all, went well. During the event Officers did responded to a very intoxicated couple causing a disturbance.

## January Training

It is a new year and the required training has started over so we have once again begun training for the year. The Ouray Police Department begun with.

Defensive Tactics/Proper Holds and restraints  
Arrest Control

### **Calls for Service and Self-initiated calls**

Total calls responded to	350	January 1 to January 29 <sup>th</sup>
Directed Patrols	193	
Parking Problems	45	
Security Checks	7	
Agency Assists	5	
Traffic contacts/complaints	1	
Vehicle Accidents	9	
Welfare Checks	3	
911	3	
Disturbance	0	
Family Fights	1	
Juvenile Problem	0	
Sex Offences	0	
Indecent exposure	1	

Ouray Police Department  
Interim Chief G. Ray

Fire Department Report for January, 2025

01/28/25

Utah Winter Fire Academy last weekend. Had a large group attend. From Traffic safety to driver simulation course, and live flashover.

EMT Class is completed

Currently working on the "consolidation ideas".

Calls for January

1/4	MVA	4 ffs	1hr
1/16	MVA	3 ffs	1 hr
1/17	EMS assist	1ffs	1hr
1/20	Fire	5ffs	1.5hrs
1/22	False Alarm	Offs	0hr

## Public Works January 2025 Update

### Water

- Water Usage Numbers for December:
  - Influent (Water from spring) – 26,818,836 Gallons
  - Effluent (Water to town) – 14,976,126 Gallons
  - Ice Park – 4,285,845 Gallons
  - Mineral Farms – 137,300 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.
- Public Works is being inundated with phone calls and emails regarding homeowners with frozen water lines. We are working diligently to thaw water lines in the order we received each notification. With no snow depth for insulation warmer days and extreme cold nights has allowed many water services to freeze. We have also had to shut off multiple services due to lines freezing and breaking in houses and buildings.
- Water Plant Security Cams work well.



[Bear Sure Likes The Skid steer](#)

## Sewer

- The Wastewater plant is nearing completion, the site is being cleaned on a daily basis and a substantial 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 solids removal process is working well and we have already hauled away 60 yards of solids. This amount will drop drastically once we have processed all the old material.



- The solids cake pump motor was replaced with a larger motor. The new motor seems to have fixed the problem of overheating. We are now able to run all day without problems.
- Wiring problems in the solids room caused two starters to fail. Those problems have been addressed and the starters were replaced. In the three days the Jet Motive pumps were not active the digesters turned septic. Once the pumps were able to run it took close to 4 days to stabilize, and for the smell to subside.

### **Streets/Miscellaneous**

- Snow removal efforts will continue during snow events.
- Snow removal and 7AM-4PM signs for the downtown business district are installed and PD is helping with enforcement of said signs.

## Parks

- The ice rink continues to be a huge success this season. We already had a youth hockey clinic start for 5<sup>th</sup>-8<sup>th</sup> graders on Thursdays from 5:00pm- 6:30pm.
- Thursday nights have been busy for hockey night. We average 15-20 people per night.
- Broomball has seen less success so far this season. We will try to be more proactive with skill development and education in 2025. This additional investment should drive more interest and enjoyment with the program.
- On Saturday 1/25/2025 we had the annual San Juan classic at the ice rink. We had approximately 130 residents show up to watch The San Juan Snake take on the Telluride lizard heads. This was a great event for the community and the legacy team that founded the hockey rink was thrilled to have this event back.
- Lee's Ski Hill has been down due to an ongoing maintenance challenge for 2 weeks. We are in the process of replacing the rope and getting a professional splice completed on the new rope. We anticipate having everything ready to go late next week (in time for cabin fever days).
- Parks is pursuing a grant opportunity through OTG (Ouray Trail Group) to engage youth in outdoor recreation. We are requesting \$4,000 to help facilitate trail projects, outdoor professional education and career development. Stay tuned.
- Parks and Recreation will be meeting with OTG on 2/12 to help foster collaboration between multiple groups. Parks will update on the NOC (North Corridor Trail) connection, the NOC sign replacement project, revegetation at cascade falls, VOC (Volunteers of Colorado) trail improvement project this fall, Box Cañon trail connection to 3<sup>rd</sup> Ave, and the River Front Trail cleanup day this summer.
- Parks met with Public works and Keo Studio works to discuss the schematic design pricing for the Fellin Park stage on 1/31.
- UIAA Youth competition will start on 2/7/2025 and run until 2/9/2025.
- Cabin Fever Days is 2/8/2025. Now that we have confirmation on the rope tow repair we will begin ensuring it is well marketed. Come join us for ski racing, BBQ and good fun.
- The Parks Department will be meeting with elevator companies the week of 2/12 to dial in the cost and execution of our elevator modernization. The big question mark at this point is understanding the modifications to the shaft/building to get it up to code. We plan to get a contract in place by March.
- As we enter February, parks will begin working on gathering community feedback for summer programs. At the moment we have heard interest in learn to climb programs, community field day, wilderness education and others. We need your feedback. Please offer any ideas to you Parks and Recreation team and committee (PARC).
- Parks and recreation has applied for \$400,000 from GOCO for a complete construction packet for Rotary Park. This will position the park to be in a great place to accept funding and implement major capital projects such as the skate park, climbing tower, and covered ice rink.
- Parks has identified an electrical issue in city hall that will require us to replace the downstairs subpanel. this will happen on Saturday 2/1
- Parks staff is working on improving the Box Cañon merchandise. We hope to offer more branded items at affordable costs while improving sustainability. An example of this sustainability initiative includes getting rid of single use water bottles and offering reusable water bottles. The majority of trash recovered at the base of the falls is single use water bottle from our gift shop. Hopefully this improves revenue, sustainability and visitor experience.





**5TH-8TH  
GRADES**

# **YOUTH HOCKEY**

**STICK & PUCK NIGHTS**

**THURSDAYS 5:00-6:30**

**JAN. 16.**

**JAN. 23**

**JAN. 30**

**FEB. 6**


**FEB. 13**

**FEB. 20**

**FEB. 27**



**ALL DATES TENTATIVE AND SUBJECT TO CHANGE**



**SKATES, STICK, HELMET AND HEAVY GLOVES REQUIRED**  
**CONTACT BROOKE EASLEY WITH QUESTIONS 970.318.8365**



# February Parks and Recreation Programs

fabulous  
**FREE**  
family  
fun

PROUDLY HOSTED BY



### FEATURED EVENTS

- 8** **Box Canyon Ice Park 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
- 8** **Cabin Fever Day**  
Family event for all ages. Fun contests on the snow. Snacks provided.  
**Lee's Ski Hill:** 12-4 pm
- 15** **Kids Learn to Ski**  
For children 4-18 who are new to downhill skiing. Rent or bring your own equipment. Instructor on site.  
**Lee's Ski Hill:** 12-2 pm
- 22** **Nordic Ski Clinic**  
For beginners and intermediate nordic skiers. Lean balance & different nordic skiing techniques. Rent or bring your own equipment.  
**Ouray North Corridor Nordic Trail:** 10 am-noon



february  
2025

**GET INVOLVED**

The PARC Committee is welcoming new members!  
Email [seanhart@cityofouray.com](mailto:seanhart@cityofouray.com) for details

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>BROOMBALL NIGHT</b> 6-8 pm Rotary Park Ice Rink	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>HOCKEY NIGHT</b> 6-8 pm Rotary Park Ice Rink	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>cabin fever day</b> 12-4 pm <b>BOX CANYON ICE PARK TOURS</b> 12-2 pm
9	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>BROOMBALL NIGHT</b> 6-8 pm Rotary Park Ice Rink	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>HOCKEY NIGHT</b> 6-8 pm Rotary Park Ice Rink	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>KIDS LEARN TO SKI</b> 12-2 pm
16	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>NORDIC SKI CLINIC</b> 10-noon
23	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> 10-11 am Hot Springs Pool	 <b>WATER AEROBICS</b> Self-guided. Equipment available on site. A \$5.00 drop-in fee applies if you are not a Hot Springs Pool member.



**PLEASE NOTE!**

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

**Questions?** Contact Sean Hart at 970-318-1003 or [seanhart@cityofouray.com](mailto:seanhart@cityofouray.com)

**Register NOW!**





## Ouray Hot Springs and Pool

- Entering 2025 we are prioritizing professional development for our entire staff.
  - Our priorities are focused on improving our use of active net, which is currently used for our point of sale. Key features are not being utilized such as program registration, reservations, facility rentals and online reservation system. Professional development will enable staff to initiate auto renewal of memberships and online ticketing and member purchases. This will also allow us to manage the turnover of members. We hope to engage programs more proactively and in turn see increased registration. We also hope to increase patronage by incentivizing daily ticketing more than 2 weeks out.
  - We will be investing in management and leadership training. The hot springs embodies more than  $\frac{3}{4}$  of the city staff and pays for the vast majority of administrative positions as a result. Investing in our leadership team will improve efficiency, liability, and longevity of this critical city function. This includes all of Parks and Recreation, not just aquatics.
  - The last professional development goal for our team is focused on aquatics. We will be moving our entire leadership team to become a nationally recognized AFO (Aquatic Facility Operator). This will ensure we have the most qualified and respected staff in our industry.
- The parks team held a staff meeting on 1/15 to take a look at initial concepts of the bathhouse. We sat down with available staff and went through operational concerns and concept revisions before going to a public process. This gave us an initial look at qualifying each concept and surfaced questions or concerns the public may have.
- The Parks and Recreation department held a stakeholder meeting for the bathhouse replacement on 1/22 between 3:00pm-5:00pm. The stakeholder meeting is a focus group of 2 council members, parks leadership, school district representation, FOHS, PARC, and Voyager. The primary goal was to understand the priorities in terms of parking proximity, traffic flow, building flow, and function of the foot print. We offered 3 potential footprints that helped us gain input about how the building should interact with the pool, park and parking lot. Attached you will find those documents. These options were representative of various situations and help us narrow down our vision. The feedback gained from this group will be instrumental in getting this down to a single format. Remember these are representative of concepts and not final product options.
- Mike, the hot springs manager has been tasked with making some improvements to the fitness center. Replacing some old equipment, upgrading existing equipment's and improving the function and flow of this space is the first priority.

<b>Cash Flow</b>	<i>Prior week's numbers</i> <ul style="list-style-type: none"> <li>• Total Income - \$28,230.65</li> <li>• Daily Admissions - \$20,044.00</li> <li>• Punch Pass - \$2,520.00</li> <li>• Pool Merchandise - \$1,744.76 <ul style="list-style-type: none"> <li>○ HG - \$1,205.40</li> <li>○ FB - \$539.36</li> </ul> </li> <li>• Lockers and Showers - \$230.00</li> <li>• Gift Cards - \$52.00</li> </ul>	<i>Notes:</i> From last week to this week, there was an increase of \$4,941.95 in revenue <ul style="list-style-type: none"> <li>• Sales Tax - \$168.24</li> <li>• Daily admissions and merchandise increased from prior week, but stayed in line for this time of year</li> </ul>
<b>Memberships</b>	<i>Prior week's numbers</i> <ul style="list-style-type: none"> <li>• Income \$3,471.62</li> <li>• 13 Gym Membership requests (\$971.65 revenue)</li> <li>• 16 Pool Membership Requests (\$2,500.00 revenue)</li> </ul>	<i>Notes:</i> <ul style="list-style-type: none"> <li>• Membership revenue more than doubled from prior week (\$1,614 prior week actual, not indicated correctly on official report)</li> </ul>
<b>Attendance</b>	<i>Prior week's numbers</i> <ul style="list-style-type: none"> <li>• Guest transactions <ul style="list-style-type: none"> <li>○ Gym only - 0</li> <li>○ Daily pool only - 524</li> </ul> </li> </ul>	<i>Notes:</i> <ul style="list-style-type: none"> <li>• CSA who trained as a lifeguard started guarding regularly</li> </ul>
<b>Programs</b>	<i>Prior week's activities or events</i> <ul style="list-style-type: none"> <li>• In-service preparations</li> </ul>	<i>Notes/Upcoming:</i> <ul style="list-style-type: none"> <li>• Scheduled for 1/25 at 8:00 am</li> </ul>
<b>Safety Updates</b>	<i>Sessions offered, or scheduled</i> <ul style="list-style-type: none"> <li>• None</li> </ul>	<i>Notes:</i> <ul style="list-style-type: none"> <li>•</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>•</li> </ul>	<i>Notes/Upcoming:</i> <ul style="list-style-type: none"> <li>• Working on getting more guards scheduled for a training in mid-February.</li> </ul> Waiting for three new guards to complete paperwork.

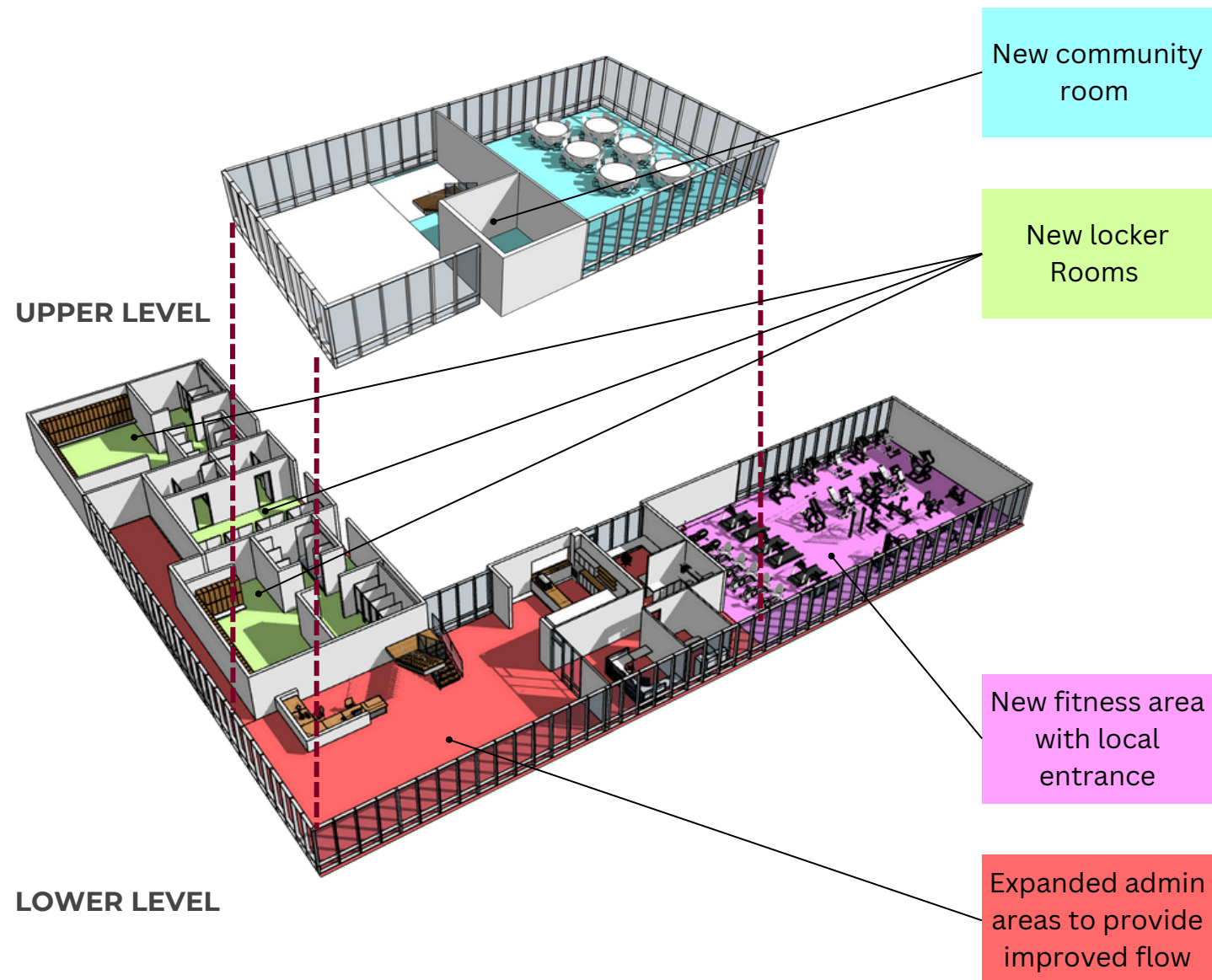
# CITY OF OURAY - BUILDING PROGRAM

## ITERATION 1

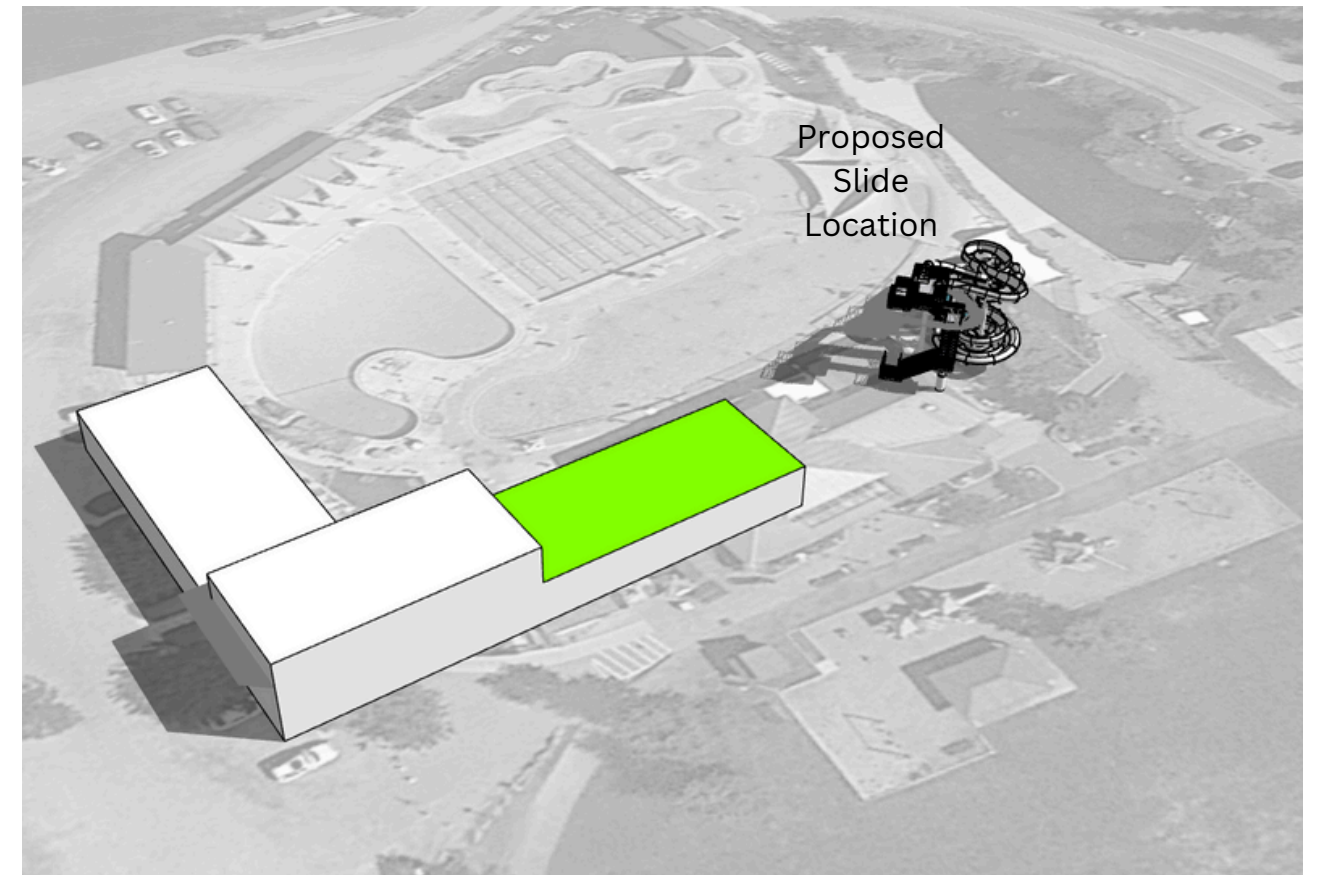
Two Story Opportunity

### Area Color Code

- Fitness Area
- Admin Areas
- Locker Rooms
- Community Spaces



CITY OF OURAY COLORADO		OPT. 1 - New Building Program			
Date: 15-Jan-2025		Quantity	EXISTING PROGRAM (SF)	NEW PROGRAM (SF)	AREA DIFFERENTIAL
<b>EXISTING ACTIVITIES/FUNCTIONS</b>					
Visitor Entry/Lobby/Admissions/Retail	1	298	1900	1602	
Individual/Employee Restrooms	1	44	75	31	
Open Lockers - Gathering Space	1	0	560	560	
Locker Room - Men's	1	377	1195	818	
Locker Room - Women's	1	720	1350	630	
Locker Room - Family	1	0	830	830	
Cafe/Retail Space	1	1000	410	-590	
Lifeguard Room	1	244	350	106	
Laundry	1	44	150	106	
Offices	2	357	410	53	
New Weight Room with Lockers/RR	1	1,100	2600	1,500	
Event Space/Flex Area	1	0	1885	1885	
Mech/Elec. Room	1	101	100	-1	
Storage	2	253	200	-53	
Geothermal Room	1	0	150	150	
Green Rooftop	1	0	3075		
<b>Program Subtotal</b>	<b>17</b>	<b>4538</b>	<b>12165</b>	<b>7627</b>	
<b>Potential Walkable Rooftop</b>	<b>1</b>	<b>0</b>	<b>3075</b>		



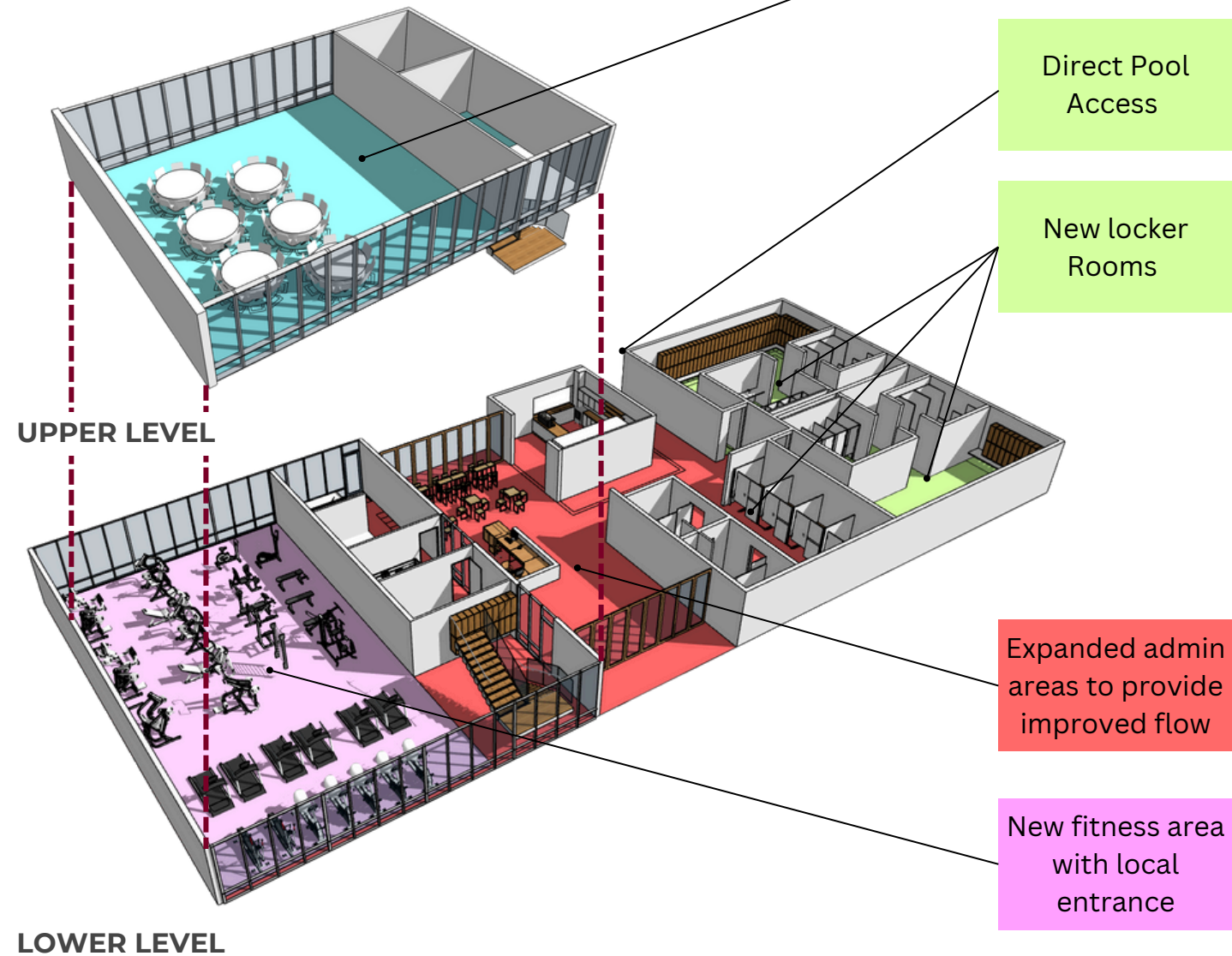
CONCEPTUAL BLOCKING - SITE PLAN

# CITY OF OURAY - BUILDING PROGRAM

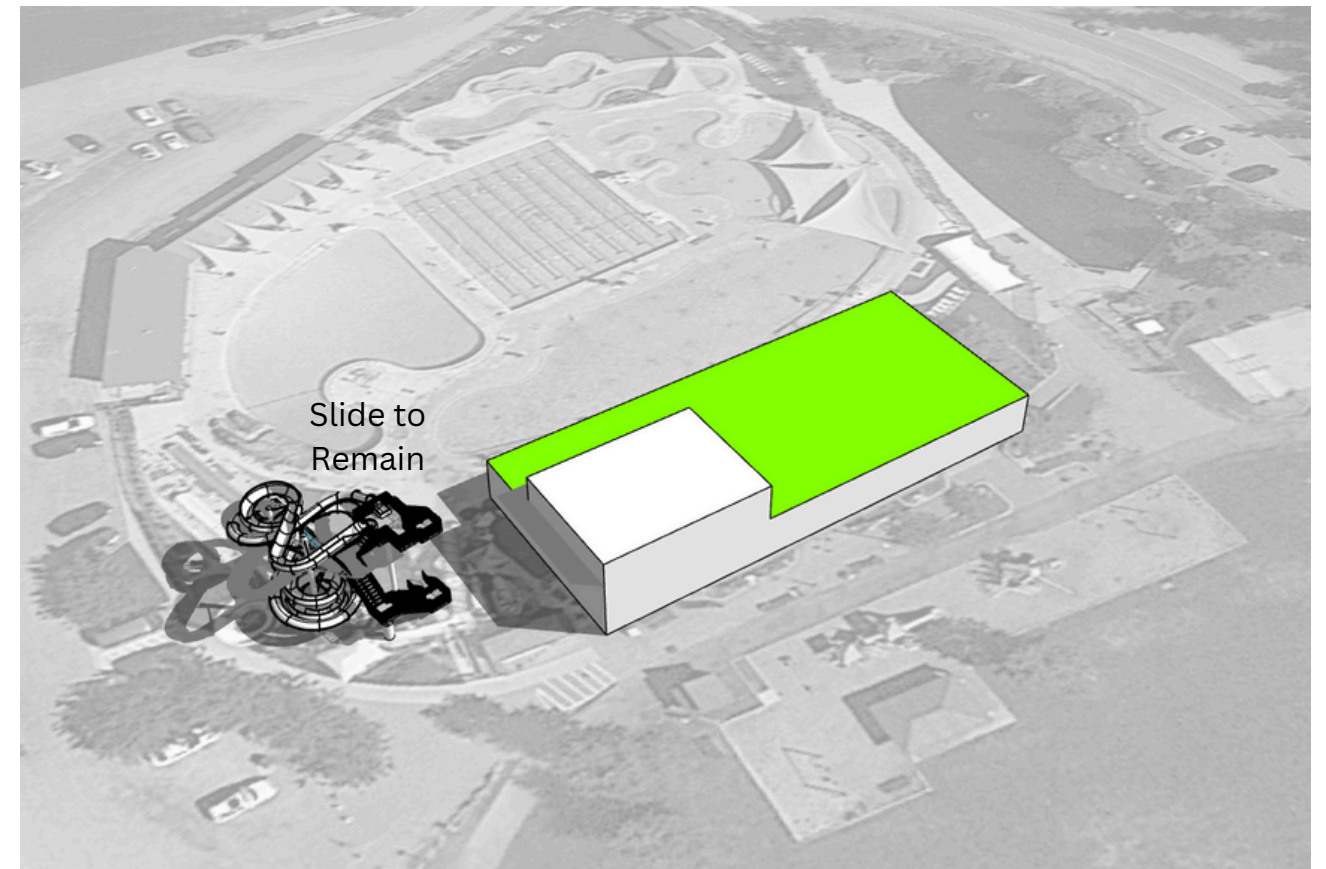
## ITERATION 2 Two Story Opportunity

### Area Color Code

- Fitness Area
- Admin Areas
- Locker Rooms
- Community Spaces



CITY OF OURAY COLORADO		OPT. 2 - New Building Program			
Date:	15-Jan-2025	Quantity	EXISTING PROGRAM (SF)	NEW PROGRAM (SF)	AREA DIFFERENTIAL
<b>EXISTING ACTIVITIES/FUNCTIONS</b>					
Visitor Entry/Lobby/Admissions/Retail	1	298	1300	1002	
Individual/Employee Restrooms	1	44	75	31	
Open Lockers - Gathering Space	1	0	0	0	
Locker Room - Men's	1	377	1270	893	
Locker Room - Women's	1	720	1285	565	
Locker Room - Family	1	0	1150	1150	
Cafe/Retail Space	1	1000	600	-400	
Lifeguard Room	1	244	400	156	
Laundry	1	44	150	106	
Offices	2	357	300	-57	
New Weight Room with Lockers/RR	1	1,100	2300	1,200	
Event Space/Flex Area	1	0	1885	1885	
Mech/Elec. Room	1	101	100	-1	
Storage	2	253	200	-53	
Geothermal Room	1	0	150	150	
Green Rooftop	1	0	7275		
<b>Program Subtotal</b>		<b>17</b>	<b>4538</b>	<b>11165</b>	<b>6627</b>
Potential Walkable Rooftop		1	0	7275	



CONCEPTUAL BLOCKING - SITE PLAN

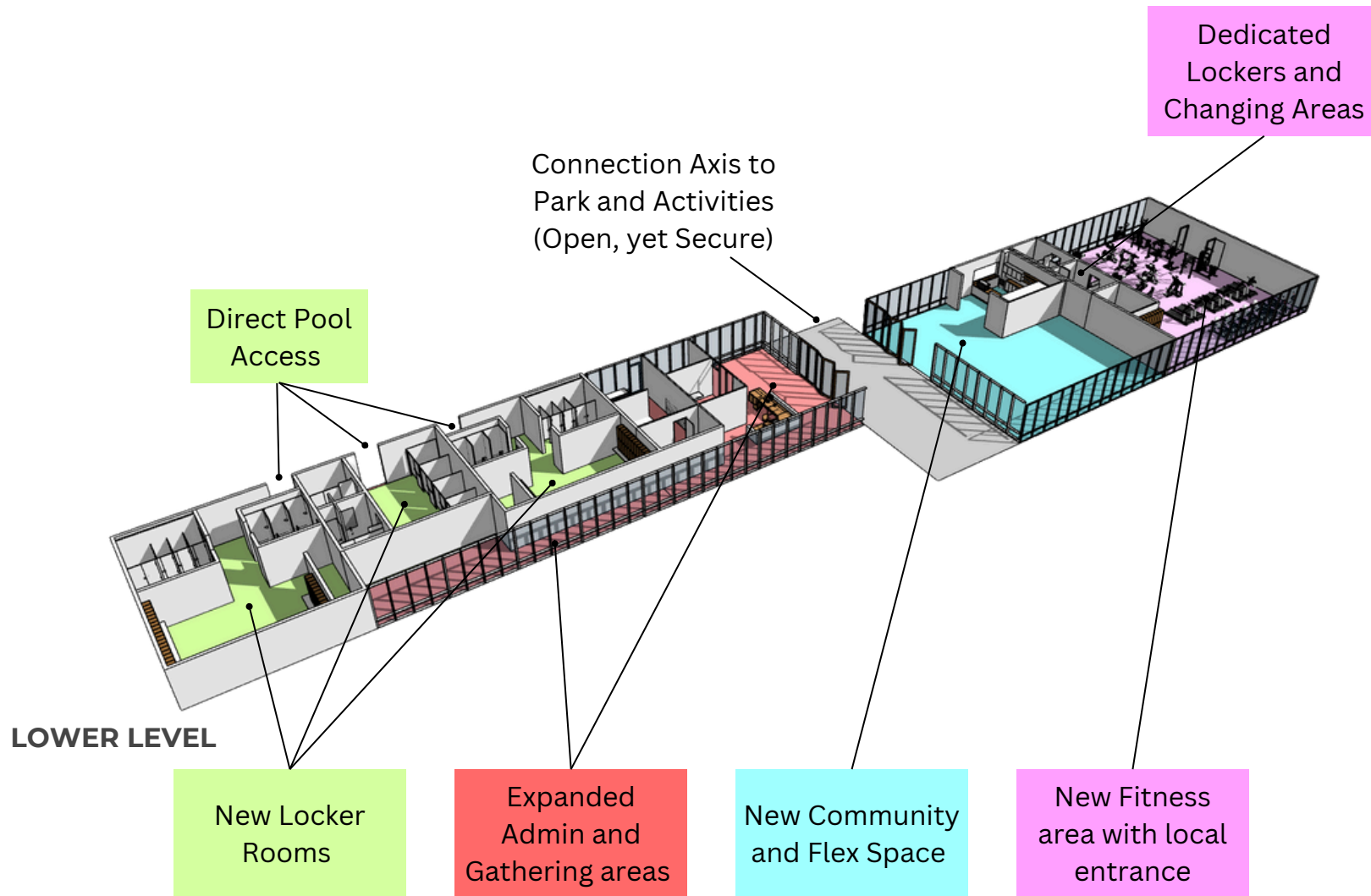
# CITY OF OURAY - BUILDING PROGRAM

## ITERATION 3

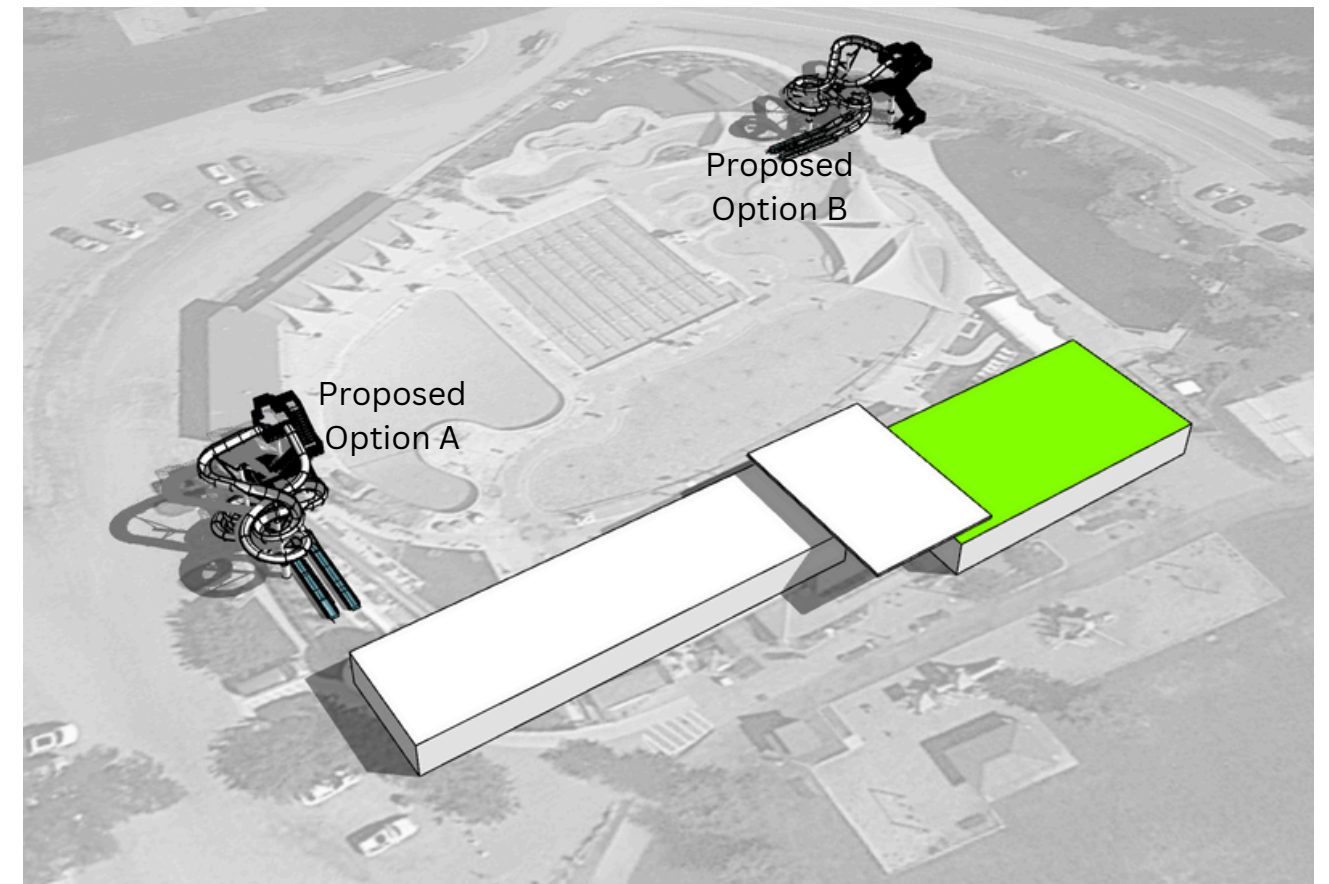
Single Story Opportunities

### Area Color Code

- Fitness Area
- Admin Areas
- Locker Rooms
- Community Spaces






CITY OF OURAY COLORADO		OPT. 3 - New Building Program			
Date:	15-Jan-2025	Quantity	EXISTING PROGRAM (SF)	NEW PROGRAM (SF)	AREA DIFFERENTIAL
<b>EXISTING ACTIVITIES/FUNCTIONS</b>					
Visitor Entry/Lobby/Admissions/Retail	1	298	1130	832	
Individual/Employee Restrooms	1	44	75	31	
Open Lockers - Gathering Space	1	0	560	560	
Locker Room - Men's	1	377	1195	818	
Locker Room - Women's	1	720	1350	630	
Locker Room - Family	1	0	830	830	
Cafe/Retail Space	1	1000	400	-600	
Lifeguard Room	1	244	310	66	
Laundry	1	44	150	106	
Offices	2	357	370	13	
New Weight Room with Lockers/RR	1	1,100	2800	1,700	
Event Space/Flex Area	1	0	2100	2100	
Mech/Elec. Room	1	101	100	-1	
Storage	2	253	200	-53	
Geothermal Room	1	0	150	150	
Green Rooftop	1	0	11250		
Program Subtotal	17	4538	11720	7182	
Potential Walkable Rooftop	1	0	11250		



CONCEPTUAL BLOCKING - SITE PLAN



970.596.7837   
KRhoten@CityofOuray.com   
VisitOuray.com 




## VISITOR CENTER

### January

- Staff worked the DOR tent at Ice Fest (Jan 23–26)
- We ordered more long-sleeve t-shirts
- Rearranged the gift shop
- Took all of our Christmas decorations down
- All part-time staff received their annual evaluations
- We hung up our avalanche informational posters
- Mary, Loren, Lou and Vanessa participated in Ice Climbing as our monthly funtivity
- We put winter seasonal info front and center
- Reorganized stock room
- Received approximately 9 boxes of other DMO brochures
- Researched hotels for motorcoach tours
- Researched restaurants for motorcoach tours
- Organized physical handouts and files
- Conducted inventory of gift shop
- Mary and Vanessa organized the downstairs garage
- Staff attended a business roundtable event at the Wright
- Vanessa assisting with ADA mediation on VisitOuray.com





970.596.7837   
KRhoten@CityofOuray.com   
VisitOuray.com 

## VISIT OURAY

### Website

- Updated the Ouray Business Partners page
- Updated the Getting Here page

### Do Ouray Right

- Colorado Tourism Office wrote a success story on Ouray and is using us as a Case Study for stewardship and educational efforts. It will be on the stewardship website and shared with their Tourism Tuesday newsletters.

### Social Media

- Hosted Jade Sharrer Influencer
- Paid advertisement campaign to Telluride promoting hot springs
- Co-op newsletter with Visit Longmont

### Media




- Being submitted by the Colorado Tourism Office for the Public Relations Society of America (PRSA) 2025 Silver Anvil Award
- Sent information to Dale to post in the HardRock 100 Newsletter
- Denver 7 recording for UIAA event, Ouray Winter Wine Festival, and things to do in Ouray in the winter

### Newsletters

- OEDC Roundtable Reminder
- February Tourism Newsletter
- February Local Newsletter





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## VISIT OURAY

### Business Collaborations

- UIAA Youth Championship Group
- Hard Rock 100
- Ouray County – Backcountry Safety information and review
- Basecamp Ouray
- Ouray Winter Wine Festival – Denver 7 Segment guest
- UIAA World Youth Ice Climbing Championships – Denver 7 Segment guest
- Skin Alchemy
- Way of Water
- Ouray Winter Wine Festival
- The Grey

### Tourism Advisory Committee

- Mailed out seven check requests to go to the grant recipients for 2025
- Held meeting January 21, 2025

### OEDC:

- Created Plaindealer ad and sent in to advertise the OEDC January Roundtable
- Updated the 2025 Micro-Grant Application
- Worked with Autumn to update the OEDC page on the City website
- Created ads to post announcing the 2025 Micro-Grant program
- Created a spreadsheet for expenditures for the group

### Visitor Center




- Tourism Director volunteered to help set up for Ice Fest and staff ran the Do Ouray Right Booth alongside Uncompahgre Watershed Partnership

### Destination Learning Lab - Ouray Concierge Certified

- Currently being revamped and switching softwares within the state





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## VISIT OURAY

### Non-Project Based Updates

- Scheduled and lead the Regional Partners Call
- Imported all of my data from the 40 appointments during the Go West Summit (see Go West Summit PDF)
- Attended the January Chamber After Hours event
- Went over the scope of work with Amy Cassidy for our 100 hours of Mentorship
- Presented the Ouray Business Partners page at the OEDC roundtable program
- Delivered data sets to the Colorado Tourism Office to assist with the Public Relations Society of America (PRSA) 2025 Silver Anvil Award nomination
- Created a Licensed Logo Use folder to share out when people sign the brand license agreement
- Helping with Main Streets Committee video project



Type of Business	Business	Region Served	Name	Email	Phone	Discussion	Group Size Expected/audience	Booking Timeline	Follow Up	Results
Media	WELTgeschichten	Germany	Dirk Rohrach	dirk@dirk-rohrbach.com		Wants to interview 2-4 people for off the beaten path stories, quirky active, definition of Ouray, or a local artist. He wants to bring in adventure groups to do a trip. March - November	Group 10-15, ages 40-60 for trip. Gemany audience of 600,000. Would need 5-10 rooms	1 year in advanced	IPW	
Media	Spotlight Travels	China	Z.J. Tong	info@spotlighttravels.com	312-842-1988	He recommends recourses and itineraries to FIT travelers, interested in the fly drive part, and ice climbing.				
Media	America Journal	Germany	Julia Latka	jalatka@latka.de	+49 30 288 78 98-17	Give her images and information, events, new things.			And she asked me to thank and also to let you know, that she appreciated the input and keeps it for consideration for future issues.   II/25 SUMMER, Space closing May 23, 2025 * Publication date: June 27, 2025 Urban, Lifestyle & Luxury <b>NATIVE AMERICAN CULTURE/HISTORY</b>   III-IV/25 FALL, Space closing September 5, 2025 * Publication date: October 10, 2025 - <b>Cowboys, Ranches, Rodeos</b> <b>New England State and National Parks Outdoor Travel, Trends, Camping West, Rockies &amp; Deserts</b> <b>Canada 250 Years USA</b>   I/26 WINTER, Space closing November 7, 2025 * Publication date: December 12, 2025 Travel Trends 2026 - <b>Winter US &amp; Canada</b>   III/26 SPRING Space closing February 20, 2026 * Publication date: March 27, 2026 - <b>FILM TOURISM</b>	
Media	The Face of America Magazine	United States, Germany, China	Pierre Gervois	pg@ligitprod.com	347-229-6184	TV and film, looking for art, cultural heritage. Connect with CJ. Looking to do a FAM tour, us to cover 3 days of stay, food, and the flight for Chief photographer for a 10-12 page story.	312,000 of people in their 40s-50s		Could you organize a three nights/ two full days at Ouray, with an itinerary focused on history, architecture, public art, and outdoor activities (Horseback riding if possible, as our readers love this)? We'd request that the plane ticket from NYC, transfer to the hotel, lodging, and food is taking care of by Visit Ouray. Naturally, every business who will host our Editor (Hotel, restaurants, other businesses) will be fully part of the story. In exchange, we'll publish a ten pages editorial feature in our magazine with original pictures. The best period would be April or June, and we'd be flexible on the dates that work best for you.	\$14,000 rough value, we cover flight, stay, meals, and activities.
Online Travel Provider	Byrdli	Australia	Vanessa Richards	vanessa@byrdli.com	+61 468 918 191	Social communities, looking for us to host trips, booking and campaign				
Online Travel Provider	Hopper	Globally	Sarah Douglas	sadouglas@hopper.com	702-334-0795	App download, people can redeem travel rewards here, destinations pay similar to expedia to be listed, there is also paid media placements	25-25 ages use			
Online Travel Provider, Receptive Operator, Tour Operator	Five Star Tours	United States and Mexico	Alfonso Hernandez	alfonso@fivestartours.com	619-232-5040	Custom itineraries and tours, culinary and nature are important				
Online Travel Provider, Receptive Operator, Tour Operator, Wholesaler	dnata Travel Group	United Kingdom	Antje Rohloff	antje.rohloff@dnata.com	317-6859784	Looking for hotels				
Online Travel Provider, Receptive Operator, Tour Operator, Wholesaler, Worldwide Reservation System	Topaz Tours	United States	Raya Jain	raya@topaztours.com	404-934-3354	More information for the Montrose Airport			<a href="https://mail.google.com/mail/u/0/?ogbl#inbox/FMfcqzQZSjgXSxcpRSWbpdJBbjBzITMN">https://mail.google.com/mail/u/0/?ogbl#inbox/FMfcqzQZSjgXSxcpRSWbpdJBbjBzITMN</a>	

Type of Business	Business	Region Served	Name	Email	Phone	Discussion	Group Size Expected/audience	Booking Timeline	Follow Up	Results
Online Travel Provider, Receptive Operator, Tour Operator, Wholesaler, Worldwide Reservation System	Regency Travel Consultant	India	Gulzar Sayed	gulzaar@regencytravel.in	+91 98220 17867	Day itineraries, boutique hotels				
Online Travel Provider, Tour Operator, Wholesaler	Destiny Asia Tours Limited	United Kingdom	Kuljit Singh	destinyasiatours@gmail.com						
Online Travel Provider, Wholesaler	Grupo Mexjal	Mexico	Violeta Ponce	violeta.ponce@mexjal.com.mx	+52 55 7005 5704	Hotels, tours, activities, and transportation				
Other	OnSpot Travel Solutions	United States	Benoit Cerceau	benoit@onspot.travel		Independent concierge app with 200,000 users. They provide itineraries from other travelers. Charge per diam model				
Receptive Operator	America 4 You LLC	Australia, New Zealand, Western Europe	Lena Ross	lena@america4you.net	714-447-3826	Looking for 1 boutique, and one affordable tourist hotel to add; Jeep Tours, day hiking guided trips, horseback.		6-12 mo in advanced		Hot Springs are already in their Colorado Loop Itinerary
Receptive Operator	Travel House of America	United States and Canada	Nikki DeVeronica	nikki@NARTravelGroup.com	+001-352-243-1353	Groups for 2026, new itineraries that are 14-20 days, looking for 1-2 night stays. Interested in parks	Groups in sprinter vans, seniors			
Receptive Operator	Bonotel Exclusive Travel	United Kingdom	Hylton Fothergill	hylton.fothergill@bonotel.com	602-317-6450	He can send the information to hotels once I get the right contacts. He is looking for upscale boutique properties, or one of a kind experiences.				
Receptive Operator and Tour Operator	Revamerica Tours	France	Cathy Williaume	cathy@revamericatours.com	310-808-3311	May - October stay for groups; Hotels and restaurant options (dinner primarily)	30-50 per trip, 20-25 rooms per trip	12 mo in advance		
Receptive Operator and Tour Operator	Nations Classrooms	United States	Jennifer Court	jcourt@nationsclassroom.com	502-417-8256	Education travel opp. STEM, science, history related. Mine tour, museums, geology tours, ghost towns, ice climbing/ farming, dinosaur tracks.	20-45 students, 12-28 hotel rooms needed, 1-3 groups a year potentially	9-12 mo in advance could be 4-6 mo		20 pairs of skis various sizes, 15 pairs of snowshoes. 2-3 of each boot size.
Receptive Operator, Tour Operator	Incredible Adventures	United States	Jordan Freese	gm@incadventures.com		Camping information				
Receptive Operator, Tour Operator	Western Leisure	United States	Philip Diana	philip@westernleisure.com	801-233-0600	Group accomodations	Ages 60-80; 35 rooms average, max of 55 rooms.	Books 1 - 1 1/2 years out. For shorter bookings 4-6 month, they are usually looking for about 27 rooms		
Receptive Operator, Tour Operator	Southwest Adventure Tours	United States	Nicky Dunn	nicole@southwestadventuretours.com	435-216-4539	Looking for jeep tours for 2026, looking to add to their Railroads of the west tours, and grand circle. Looking to also add horseback, and mine tour				Currently have San Juan Scenic Jeep Tours
Receptive Operator, Tour Operator	America and Beyond	United States	Yves Fore	yves@americabeyond.com	374-578-1931	Looking for itineraries, hotels, and then they put their packages together	20-40 people, max of 15 rooms.			
Receptive Operator, Tour Operator, Wholesaler	World2Meet	Globally	Kelli Maxwell	Kelli.maxwell@w2m.com		Hotel Rooms				
Receptive Operator, Tour Operator, Wholesaler	Creative Tours Florida	United Kingdom	Michael Mishko	mikecreativetoursflorida@yahoo.com	407-396-9759	Fall trips, end of September of 2026				
Receptive Operator, Tour Operator, Wholesaler	Mundo Ski	Latin America	Monica Barrera-Pansini	manager@mundoski.com	720-556-4321	Looking for winter vacations, cabin stays (Ouray Riverside Resort), guides, tour information, also looking at adding summer trips. They use hotel beds to source their stay	Latin America, non-skiers			
Receptive Operator, Wholesaler	TourMappers North America	Europe, Australia, New Zealand	Colin Chapman	colin@tourmappers.com	617-236-1236 x123 or +44 7711 940534	Cool independent properties, Ouray Riverside Resort, Beaumont, Hot Springs Inn, The Western Hotel, Clipper Inn, St. Elmo Hotel, Twin Peaks, Hotel Ouray. No alloted rooms if with dynamic systems.	Couples	6-9 mo in advanced		
Receptive Operator, Wholesaler, Tour Operator	Hotelbeds	France	Aaron Boyd	aaron.boyd@hotelbeds.com		They need help with direct contacts, no alloted amount of rooms, campaign educations			What hotels are you already contracted with? Greg's contact for bookable experiences	In 2024 they booked 67 rooms in Ouray

Type of Business	Business	Region Served	Name	Email	Phone	Discussion	Group Size Expected/ audience	Booking Timeline	Follow Up	Results
Tour Operator	Exciting West	Belgium	Ruben Gryson	info@excitingwest.com	+32 50 15 30 90	Unique boutique hotels, New World travel for booking.			Send PDF	
Tour Operator	Globus Family of Brands	United Kingdom, Australia	Phillip Joachim	pjoachim@globusfamily.com	303-703-7065	He does motorcoach tours, looking to reimagine the Colorado Tour for 2027. Looking for hotels with 25+ rooms	Seniors			
Tour Operator	Wells Gray Tours	Canada	Stephanie Dilling	stephanie@wellsgraytours.com	778-362-1473	Connect with hotels	15-25 rooms, 40 people max			
Tour Operator	Connections	Belgium	Sarah Bandermaesen	sarah.vandermaesen@connections.be	+32(0)497 49 44 77	They use RMHT, Looking for fly drive information, bringing in 35,000 inbound to USA. They would like images and videos of our surrounding area and landscape. Itineraries.	Average age is 55, but it is all over.			
Tour Operator	Sun Fun Tours	Canada	Shelley Thiessen	shelley@sufuntours.ca	250-314-9923	Looking for 2026 fall trips, currently have a rail tour.	Max capacity of 54, average 24-34 people. Would need 15-18 rooms			
Tour Operator	Virgin Atlantic Holidays	United Kingdom	James Killick	james.killick@fly.virgin.com	+44 7740 214 195	Looking for 2026, uses RMHT for hotels, He will reach out end of Q1, early Q2. Would like accomodations and a reference of activities.	Mostly couples is the audience		End of Q1 beginning of Q2, hotels and activities	
Tour Operator and Wholesaler	Regio Operadora de Viajes	Mexico	Carlos Calderón	carlos@regio.travel	+ 52 81 8252 3503	Hotel needs, also looking for activities				
Tour Operator, Outfitter, Receptive Operator	Utah Luxury Tours	United States	Brian Murphy	Brian.Murphy@Utahluxurytours.com		Small group, guides are needed with the tour				
Tour Operator, Wholesaler	ExperienceFirst	United States	Seth Swan	seth@exp1.com						
Tour Operator, Wholesaler	Matkatoimisto You Travel Oy	Finland	Sanna Suomi	sanna.suomi@youtravel.fi	+358 50 556 1732	Spring and Autumn trips, cultural experiences, 10 - 14 day trips	Ages 35-75; 10-15 people per group			
Tour Operator, Wholesaler	Mega Travel	Mexico	Humberto Cruz	direccionnorte@megatravel.com.mx	813 133 4525	Group trips, contact sharing				
Wholesaler	RCI	United States	Tanya Bleuel	tanya.bleuel@rci.com	480-790-0573	Timeshare based hotels, Twin Peaks				
Wholesaler	Travel Funders Network "TFM"	80% USA   20% Australia, United Kingdom, Germany, and Mexico	Chelsea Couchenour	ccouchenour@travelfundersnetwork.com	619-674-8617	Looking to get interest in adding Colorado, no parody issues, and looking for full loops (fly in and out of same place). They also are on the travel rewards on credit cards. Looking for hotels that are 3-5 stars				

**Ouray Via Ferrata  
Transition Management Agreement**

This Transition Management Agreement (Agreement) is made by and between the **FRIENDS OF THE OURAY VIA FERRATA, LLC**, a Colorado limited liability company with its principal place of business being 735 Main Street, Unit B, Ouray, Colorado (FOVF), and the **CITY OF OURAY**, a Colorado home rule municipality (City).

**Recitals**

**WHEREAS** the Ouray Via Ferrata (“OVF”), a recreational rock climbing and high angle rigging asset, was completed and opened for climbing in 2020 by the FOVF, and another route named the Ouray Upstream Via Ferrata 2.0 was constructed in \_\_\_\_\_.

**WHEREAS** FOVF and City entered a management agreement on April 20, 2020, and a First Addendum on \_\_\_\_\_. March 1, 2021. Both agreements are incorporated herein by reference along with any exhibits and attached here to as Exhibit A and B respectively.

**WHEREAS** FOVF cannot continue to operate the OVF for the City and desires to enter this agreement to transition the management of the Ouray Via Ferrata back to the City over a two-year period upon the terms set forth below.

**WHEREAS** the City desires to work cooperatively with FOVF to transition management of the Ouray Via Ferrata back to the City upon the following terms and conditions.

**NOW THEREFORE**, in consideration of the material recitals described above, the mutual obligations described below, and for other consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

1. The City hereby grants FOVF the authority to operate the Ouray Via Ferrata as set forth in Exhibit A and B, for one additional year and such grant of authority shall terminate on December 31, 2025, unless extended in the City’s sole discretion. The terms and conditions contained in Exhibit A and B shall be legally enforceable, along with the terms and conditions set forth herein. If there are any conflicting provisions between the agreements, terms and conditions contained herein shall control.
2. On or before December 31, 2025, the City shall pay One-Hundred Dollars (\$100.00) to FOVF and purchase the trademark Ouray Via Ferrata, along with the website ownership rights to [www.ourayviaferrata.org](http://www.ourayviaferrata.org). This provision supersedes any notice requirements contained in Article Exhibit A, Title X, Paragraph A. FOVF shall have the right to use

the website through a license agreement to be entered prior to December 31, 2025, upon reasonable terms.

3. All fixtures, and other permanent structures erected on property used by the Ouray Via Ferrata are the sole property of the City as set forth in Exhibit A, Title IX, Paragraph D.
4. On or before May 1, 2025, FOVF board membership shall be expanded so that the City Administrator, or its authorized designee (City Representative), shall become a voting member. The City retains the right to remove and replace City Representative at any time. The City's Representative to serve on the board of directors of the FOVF shall be appointed by City Council, as necessary from time to time.
5. The City's Representative shall have the authority to vote concerning any increase to the 2025 commercial guide fees necessary to sustain the Ranger program without further City Council approval.
6. The remainder of the 2025 season management functions for the Ouray Via Ferrata shall be the sole responsibility of FOVF under the terms of Exhibit A and B, and the Ouray Via Ferrata shall continue to operate in the same or similar manner as prior years.
7. During the 2025 Ouray Via Ferrata season the City Representative shall review operations manuals, participate in the process to determine the 2025 guides, and learn the management and operations processes, as time allows.
8. In 2025, [as soon as practical](#), website inquiries from [www.ourayviaferrata.org](http://www.ourayviaferrata.org) shall be routed to the City's Visitor Center staff which include publishing the Visitor Center's phone number (970-~~353325~~-3954) on the website.
9. On January 1, 2026, Exhibit A and B shall terminate and be of no legal force or effect and FOVF shall have no management responsibilities over the Ouray Via Ferrata whatsoever.
10. The FOVF intends to continue to operate as a not-for-profit 501(c)(3) with the purpose of promoting and raising money for the benefit of the Ouray Via Ferrata, offering special events through the City's permitting regulations, including but not limited to, the Fourth of July and Halloween event.
11. On January 1, 2026, the City acknowledges and agrees that it is solely responsible for operating the Ouray Via Ferrata which includes implementing an adequate cleaning schedule for restroom in the Gorge and managing the commercial guide application process, implementing the commercial guide schedule, communicating with the guides, and ensuring the commercial guiding operations continue.

12. FOVF ~~acknowledge~~acknowledges and agree that all proprietary customer lists, commercial guide lists and all other information in FOVF's possession that is necessary for the continued operations of the Ouray Via Ferrata shall be turned over the City no later than December 31, 2025.
13. On January 1, 2026, those people who are chosen by the City to be hired as Rangers for the Ouray Via Ferrata, after submitting an application for the position to the City of Ouray and being approved, shall be employees of the City at the rate of pay to commensurate with seasonal employees within the City of Ouray Park's Department.
14. FOVF acknowledges and agrees that it shall assist the City with the management of the commercial guide operations for 2026, including collecting the fees, assisting with selection of guides and implementation of schedules. Any commercial guide fees collected by FOVF for 2026 shall be the sole property of the City and such fees shall be turned over as soon as practical to the City after receipt, along with an adequate accounting of the fees and to whom they were paid by.

IN WITNESS WHEREOF, the City and FOVF have signed this agreement, and its effective date is January 21, 2025.

CITY OF OURAY

FOVF

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

\_\_\_\_\_  
\_\_\_\_\_, Member

Attest:

\_\_\_\_\_  
Melissa Drake, Clerk

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8. In 2025, as soon as practical, website inquiries from [www.ourayviaferrata.org](http://www.ourayviaferrata.org) shall be routed to the City's Visitor Center staff which include publishing the Visitor Center's phone number (970-325-3954) on the website.
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CITY OF OURAY

FOVF

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

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\_\_\_\_\_, Member

Attest:

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Melissa Drake, Clerk

## **Ouray Via Ferrata Management Agreement**

This Ouray Via Ferrata Management Agreement (Agreement) is made by and between the Friends of the Ouray Via Ferrata, LLC, a Colorado limited liability company with its principal place of business being 735 Main Street, Unit B, Ouray, Colorado (FOVF), and the City of Ouray, a Colorado home rule municipality (City).

### ***Exhibits***

The following Exhibits are hereby incorporated into this Agreement by reference.

- A. Exhibit A – City owned property
- B. Exhibit B – Via Ferrata Design Specification
- C. Exhibit C – Via Ferrata Rules and Regulations
- D. Exhibit D – Via Ferrata Minimum Equipment requirements
- E. Exhibit E – Map of Via Ferrata

### ***Recitals***

- A. The Ouray Via Ferrata (“OVF”) is a recreational rock climbing and high angle rigging climbing route and asset, which provides a climbing experience for all user groups which promotes the City’s brand as the outdoor recreation capital of Colorado and offers a diverse outdoor experience to all.
- B. The City owns or has use of property as shown on the attached Exhibit A.
- C. The City and the Board of County Commissioners of Ouray County, Colorado, entered into an Amended Recreational Access Easement Agreement dated December 18, 2018 that provides access and uses permitted on the County’s property, being Rio M.S. 1965, as shown on Exhibit A.
- D. The City and Eric R. Jacobson are parties to a License Agreement Extension dated May 21, 2018, 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 and this Agreement falls within those permissible uses.
- E. The City is authorized 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 agree as follows.

### ***Agreement***

#### I. Scope and Activities

- A. The OVF climbing route is located on City owned/controlled property south of the City of Ouray which are lands owned by the City or to which the City has acquired various access and use rights as depicted on Exhibit E (Property).
- B. The City hereby grants to FOVF the authority to provide the Activities described in Section I-C, below within the Property. In addition, the City hereby grants to FOVF all necessary ancillary authority to perform these Activities, including a right to grant permission to use the Property. FOVF is not responsible for overseeing or otherwise managing or using the Property for any Activity other than that described in Section I-C below.
- C. Activity or Activities conducted by FOVF on the Property is defined as the follows:
  - 1. FOVF shall be responsible for creating, operating, maintaining, which includes all operating expenses, of the OVF for the sole purpose of rock climbing and high angle rigging, which is the placement or use of ropes, anchors or other equipment required to suspend or to place people or items in high angle terrain, in its sole discretion, as more fully described below.
    - a. The OVF includes a mixed via ferrata climbing route constructed by FOVF pursuant to a prior agreement with the City and comprised of rungs, safety cable, anchors, cable bridges, signage, and other related infrastructure (Climbing Route).
    - b. FOVF shall manage the operation and maintenance of the Climbing Route in accordance with CEN 16869 Design and Construction of Via Ferratas, ASTM F2959-18 and the Standards and Specifications contained in Exhibit B. At all times FOVF shall operate and maintain the OVF in accordance with these standards and specifications. The work shall be performed by one who has the knowledge, training, or experience necessary for the operation and maintenance of a via ferrata.
    - c. Such operation and maintenance shall include an annual inspection of the Climbing Route as soon as the weather permits each year which includes rock scaling, clearing vegetation, placement of signs and barricades and any other safety issues which must be addressed for that year, as the parties mutually agree. This annual inspection shall not preclude more inspections throughout the year if necessary, in FOVF's sole discretion and based upon industry standards.
    - d. FOVF shall annually open and close the OVF and may open and close areas within the Climbing Route or areas of the Property used for the Climbing Route for use by the public at any time when there is a concern about public safety, in the sole discretion of FOVF.

- e. Despite the inherent risks involved in the public's use of the OVF, FOVF agrees to make public safety a primary concern, and public safety shall be a topic of discussion at FOVF Board of Directors' meetings. FOVF shall review any accidents or incidents to consider safety improvements to the route and report the same to the City within no later than 30 days after an incident or accident. FOVF shall comply with all OSHA regulations concerning reporting incidents, if required. The City is relying solely upon FOVF to recommend and implement safety precautions as necessary.
  - f. FOVF has adopted mandatory rules and minimum equipment to access the OVF as set forth in Exhibit C and Exhibit D, respectively. FOVF shall be responsible for updating these mandatory rules and minimum equipment list in accordance with industry standards and ensuring that each OVF user is made aware of the mandatory rules and minimum equipment necessary to access the OVF.
- D. FOVF expressly acknowledges that there are other recreational uses permitted within the Property. The Parties agree to coordinate such other uses of the Property with FOVF and the City shall not unilaterally take any action that will materially interfere with FOVF's Activities and events, notwithstanding the City's right to terminate this Agreement under Section X.
- E. The City may enact ordinances establishing rules and regulations for use of the OVF. FOVF may recommend to the City rules and regulations for use of the OVF. FOVF may enact emergency rules and regulations but if FOVF 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, FOVF may adopt that rule or regulation. Under no circumstances shall any rule or regulation imposed by FOVF conflict with a rule or regulation adopted by the City. Ordinances enacted by the City shall not materially interfere with FOVF's Activities and Events and shall be subject to Section VIII-A below, unless the ordinance is necessary for health, safety, and welfare.

## II. Events

The City grants FOVF the right to conduct, manage, and host an annual Ouray Via Ferrata Festival so long as the proper permits and approvals are obtained. FOVF may conduct, manage, or host additional high-impact events within the OVF, upon proper permits and approvals being obtained from the City. For purposes of this Section, a high-impact event is one that requires extensive closure of areas of the OVF 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 OVF. FOVF may conduct, manage, and host other events that are not considered high impact to a degree and extent that is in its sole discretion, so long as proper permits and approvals are obtained. FOVF may conduct events to raise funds to facilitate its operation.

## III. Concessions

- A. FOVF may conduct, manage and develop commercial activities and other concessions in the OVF which are related to the Activities managed by FOVF under this Agreement. The proceeds from these activities shall be for the Activities provided by FOVF. Without limitation, these commercial activities may include the sale of merchandise, and other commercial activity associated with the annual Ouray Via Ferrata Festival.
- B. Any commercial activity on the Property shall comply with the permitting requirements of the City Code for the sale of goods and services.
- C. FOVF assumes the responsibility for managing all commercial guiding and institutional activities on the OVF and will create minimum standards and qualifications for entities or individuals seeking to offer commercial or institutional services (Guide Permits) on the OVF.
- D. The Parties acknowledge the need for accurate data regarding the capacity of the OVF with respect to usage by all user groups and contemplate engaging a person to assist with data collection in time for the 2020 season.

#### IV. Fees

- A. Commercial users operating under a Guide Permit will operate under the terms of the Guide Permit. Commercial Users may be charged a fee.
- B. Institutional users may be charged a fee.
- C. The fee structure shall be determined using the customary to fees charged in similarly built via ferratas and can be a percentage of gross sales (3%, 5%, etc.) or a fee charged per individual user. The fee structure shall be approved by the City and may be adjusted from time to time.
- D. All fees charged shall be collected by FOVF and split evenly (50% to FOVF and 50% to the City), but all fees collected shall be spent for the benefit of the OVF itself or for the development of future additional via ferrata routes in Ouray.

#### V Report

FOVF agrees to report to the City twice a year regarding its operation of the OVF. The first report shall be submitted to the City by November 30 and shall detail the activities and events conducted by FOVF, and successes and challenges of the previous climbing season, including a report on user safety. The second report shall be submitted by May 1 and shall describe plans for the upcoming season. The following components shall be included in one or both reports:

1. Fiscal year financials
2. Annual budget
3. Implemented safety programs with incident reports
4. Improvements planned and/or completed
5. Concessionaire use

6. Event outcomes

VI 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 of the City property. FOVF shall operate and maintain the OVF in a manner to ensure the protections of these statutes with regard to recreational users. For example, and without limitation, FOVF shall not charge a fee for use of the OVF by recreational users. Nothing in this agreement shall prevent FOVF from accepting donations from users and/or sponsors or raising funds for future via ferrata route development and maintenance so long as such donations are used in a manner consistent with the terms of this agreement.
- 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 FOVF 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 conducted or managed by FOVF.
- C. As stated in Section I-B, above, FOVF has a right to grant permission to use the OVF, and thus for purposes of the CRUS, the City represents and acknowledges that FOVF 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 FOVF as such an owner.

VII Agreements and Statutes that Affect FOVF Activities

- A. Any of the events listed below shall not be construed to broaden or increase FOVF'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 FOVF or the City or materially impacts the City or FOVF's rights or ability to carry out the obligations established by this Agreement:
  - 1. Any change in any agreement referenced in the Recitals, including the inability by the City to renew the easement with Mr. Jacobson which expires on May 31, 2023;
  - 2. Any change in any statute referenced in this Agreement;
  - 3. Any new agreement entered by the City or its agents or assigns;
  - 4. Any new statute, law, or other applicable regulation; or
  - 5. An expansion or contraction of OVF.
- B. The parties agree that should one party want to negotiate new or modified terms in the Agreement during the Term, that both parties agree to meet in person within a reasonable time frame to discuss such new or modified terms and the parties agree to negotiate in good faith.

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

## IX Term and Termination

- A. The Term of this Agreement shall be five years, commencing on May 1, 2020 and extending through April 30, 2025.
- B. 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. Upon a material breach of a provision of this Agreement, a material misrepresentation, or the insolvency of either party, and the breaches set forth in Section VIII.
  - 2. Prior to termination, 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. If 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. In the event this Agreement is terminated, the City shall be free to continue to operate the OVF or to enter into an agreement or agreements with other parties providing for the operation of the OVF.
- C. 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.
- D. Upon termination of this Agreement, any fixtures installed by FOVF in the Property shall be the property of City.
- E. Upon termination of this Agreement, if the City chooses not to operate the OVF, FOVF shall remove the cable bridges and first few sections at the entrance and exit of the route to satisfy safety concerns.

X  
Miscellaneous

- A. FOVF owns and intends to register its ownership of the following trademarks: the “Ouray Via Ferrata” word mark, as well as other design marks (Marks) and web URLs including ourayviaferrata.org. No license to use those trademarks, URLs or other trademark right, copy right, or other intellectual property right owned or reserved by FOVF is conveyed by this Agreement to the City or any other party or entity. During the term of this Agreement, FOVF 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 FOVF after the effective date of this Agreement. The City shall notify FOVF 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, FOVF may retain or assign the Marks to a third party. If the City does provide such notice, FOVF 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 FOVF to maintain such Marks and prosecute infringement upon those Marks and goodwill valued at \$100.00 per Mark so assigned. Any cost associated with the assignment itself shall be borne by the City. The City shall pay FOVF 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, unless an agreement to extend is executed by mutual agreement. Upon the City’s payment, FOVF 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. FOVF shall cause its articles of incorporation and bylaws to be amended as necessary to be consistent with this agreement. FOVF shall provide adequate notice to the City of all regular, public FOVF 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 FOVF, inspect and evaluate all FOVF 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 un-enforceability shall not invalidate or render unenforceable the entire Agreement.

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

To FOVF:

Friends of Ouray Via Ferrata, LLC  
info@ourayviaferrata.org  
PO Box 1214  
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 FOVF have caused this Agreement to be signed. The effective date of this Agreement is April 20, 2020, regardless of when signed.


For: City of Ouray

  
\_\_\_\_\_  
Mayor Greg Nelson

Attest

  
\_\_\_\_\_  
Melissa Drake, Clerk

For: FOVF

  
\_\_\_\_\_  
Mark Iuppenlitz  
Board of Directors for  
Friends of the Ouray Via  
Ferrata. LLC

**Ouray Via Ferrata  
Management Agreement  
First Addendum**

This First Addendum (Addendum) to the Ouray Via Ferrata Management Agreement dated April 20, 2020 (Agreement) is made by and between the Friends of the Ouray Via Ferrata, LLC, a Colorado limited liability company with its principal place of business being 735 Main Street, Unit B, Ouray, Colorado (FOVF), and the City of Ouray, a Colorado home rule municipality (City).

***Exhibits***

The following additional Exhibits are hereby incorporated into the Agreement by reference.

- A. Exhibit F – Ouray Upstream Via Ferrata 2.0 Route and Design Layout
- B. Exhibit G – Map of New Route

***Recitals***

- A. The Ouray Via Ferrata (“OVF”), a recreational rock climbing and high angle rigging asset, was completed and opened in 2020 by the FOVF and FOVF desire to build another route named the Ouray Upstream Via Ferrata 2.0.
- B. OVF has obtained written permission for Mr. Jacobson who owns some of the land the Ouray Upstream Via Ferrata 2.0 will use.
- C. The City is authorized to grant the rights and create the obligations established by this Addendum and the Agreement and this Addendum does not change any provisions in the Agreement but just provide permission to OVF to construct a second via ferrata route at the Property in accordance with Exhibit F and G.

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 agree as follows.

1. The City hereby grants to FOVF the authority to construct a second Via Ferrata route as described on Exhibit F and G, attached herein and incorporated in the Agreement by reference, and to provide the Activities described in the Agreement between the parties within the Property.
2. All provisions of the Agreement that apply to the original Via Ferrata route are also applicable to the second Via Ferrata route and FOVF shall abide by the same.
3. All management provisions contained in the Agreement are extended and applicable to the second route.

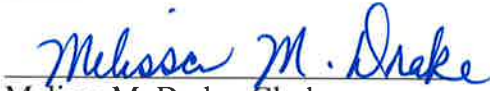
4. Any required reporting is applicable to the second Via Ferrata and due as set forth in the Agreement.

IN WITNESS WHEREOF, the City and FOVF have caused this Agreement to be signed. The effective date of this Addendum is March 1, 2021, regardless of when signed.

CITY OF OURAY



Mayor Greg Nelson  
Attest



Melissa M. Drake, Clerk

FOVF



Mark Luppenlitz, Directors for  
Friends of the Ouray Via  
Ferrata, LLC

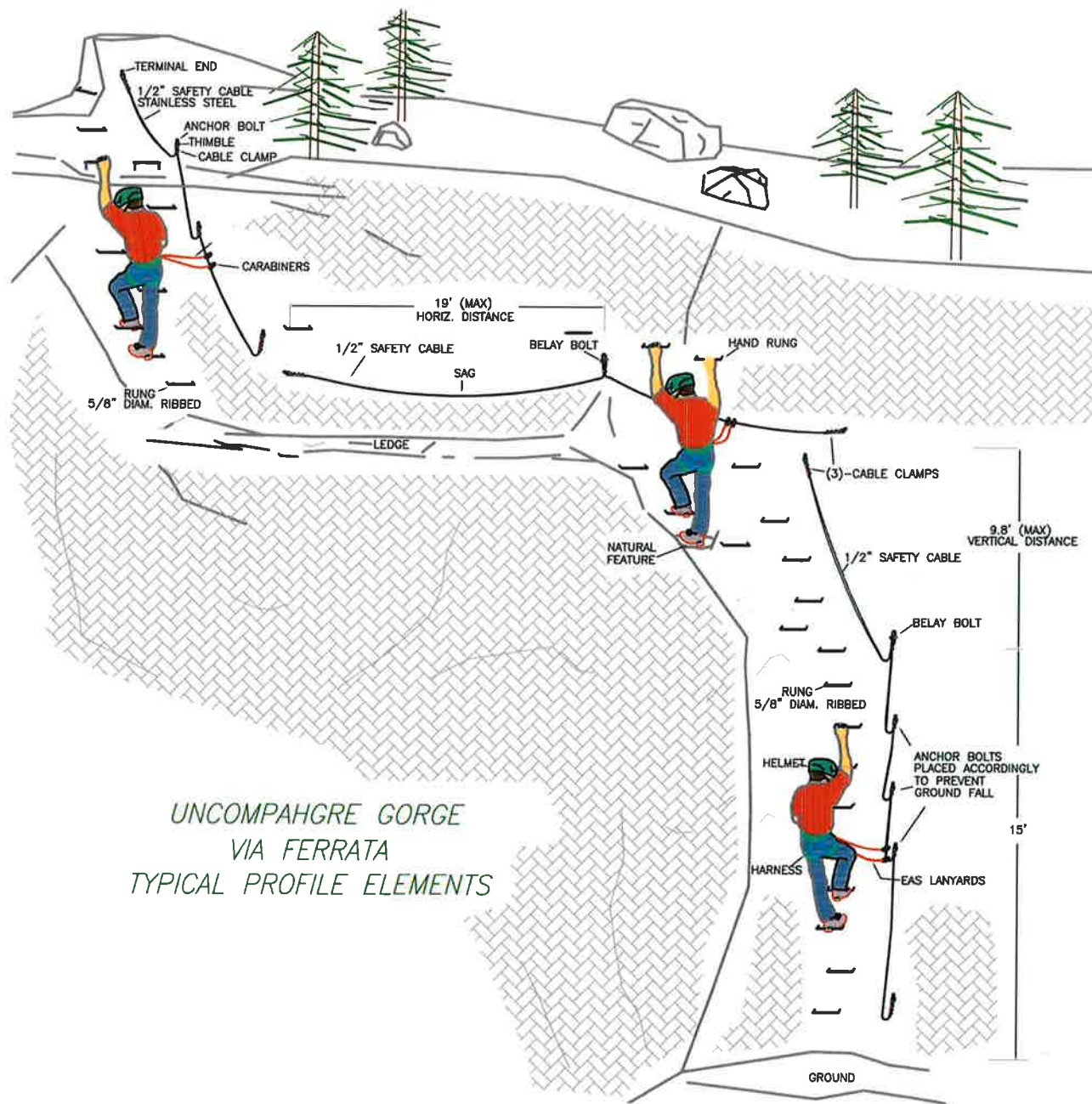
# **OURAY UNCOMPAHGRE GORGE UPSTREAM VIA FERRATA 2.0**

## **CONCEPT PROPOSAL**

**JANUARY 1, 2021**



**Friends of the Ouray Via Ferrata  
Canyon Bridge LLC  
Wayfarer Via Ferrata Designs LLC**



**Typical Via Ferrata Profile and Element Configuration**

**Standards, Guidelines, References:**

- CEN EN16869 : 2017 - Design / Construction of Via Ferratas  
(attached to this document: Appendix A)
- ASTM F-2959-18 Aerial Adventure Courses
- UIAA-123 / EN 959 Rock Anchors
- UIAA-128 / EN 958 Energy Absorbing Systems
- UIAA-105 / EN12277 Harnesses
- UIAA-121 / EN12275 Carabiners
- UIAA-106 Helmets

It is the intention to design and construct the **Ouray Upstream Via Ferrata 2.0** following European Standard EN 16869: 2017. ASTM F-2959 -18 will be referenced and followed for the design and construction of the Via Ferrata integrated Aerial Wire Rope Ladders and Walkways.

**The design and construction shall comply with an: “Agreement Regarding Development of the Ouray Upstream Via Ferrata 2.0 between City of Ouray and “Friends of the Ouray Via Ferrata”**

**Ouray Upstream Via Ferrata 2.0 Overview:**

- 1500+ linear feet of safety cable, rungs, bridges, ladders, lollipops, platforms, sky ladders, views, challenges and fun.
- New 3 cable entrance “Burma Bridge” (40’ long): beginning approximately 50’ downstream of the existing Ranger Station. The 3 cable bridge will cross over the Uncompahgre river and the existing downstream Via Ferrata approximately 40’ high.

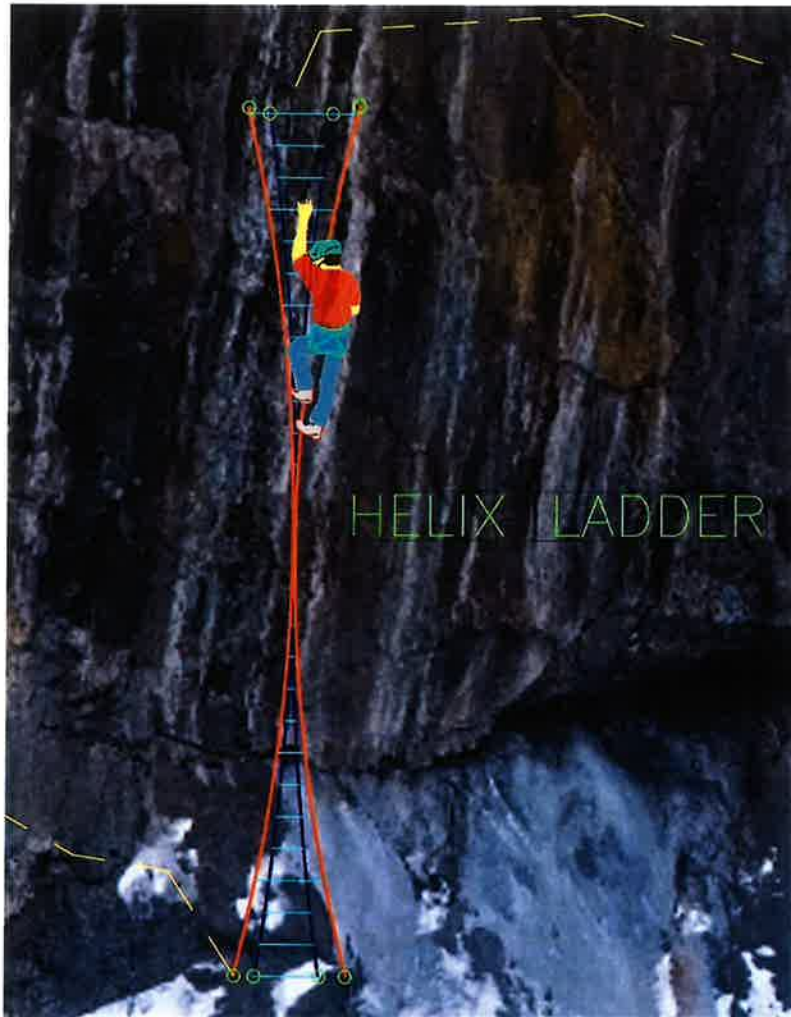


**Entrance Burma Bridge**



**Section 1: Ranger Station to the “Cliffs” Area**

- **Helix Ladder (35' tall) positioned directly across from the Ranger Station. This ladder will enable the user to negotiate an overhanging section and gain a higher ledge. The user will begin climbing the ladder facing out and slowly spiral to a facing in position. This ladder may become the most challenging VF structure in the Gorge. It will be in full view from the Ranger Station for Ranger observation /assistance, and spectating interest from friends and participants at the start of both upstream and downstream sections.**



**Helix Ladder**



### Section 2: The “Cliffs” Area

- An Early Exit Bridge over to the ice climber’s South Park walk-down ramp shall be installed at the end of “The Cliffs” section. The 60’ bridge may have a 4” wide grip strut deck or be of a 3 cable configuration depending on stability requirements. This Exit would also enable an earlier 2021 opening to the first 2 sections of the Ouray VF 2.0.



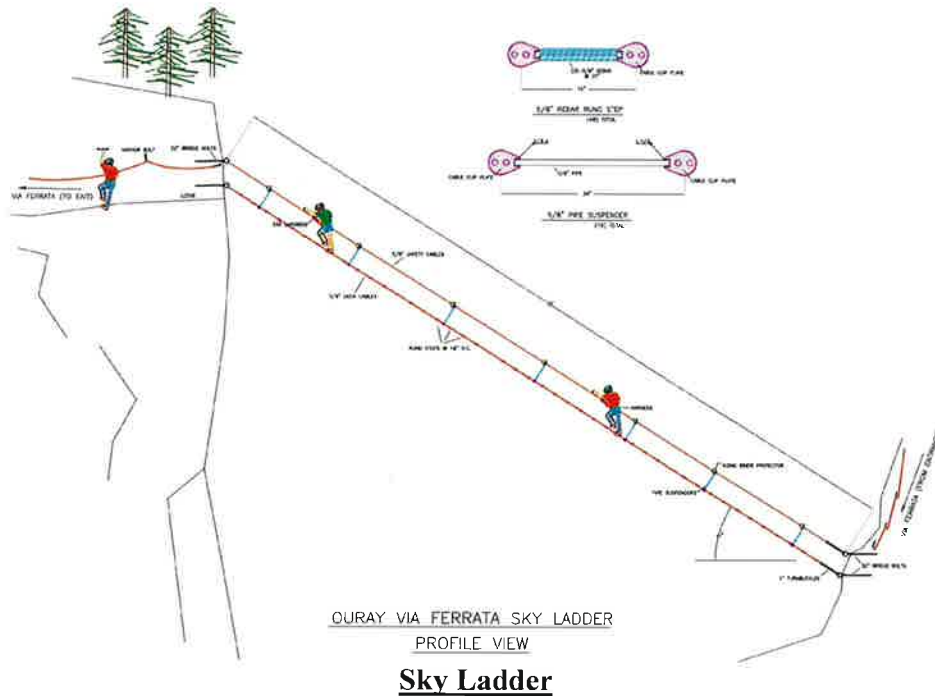
### Section 3: South Park Area

- The South Park Area is a vast area of rock cliffs, ledges, and corners. The route will traverse a prominent high and exposed “Black Face”, and descend to a system of up and down ledges. There are several corners that could be negotiated with either a two or three cable bridge. This area continues upstream and southward to the Narrows Area and Exit.



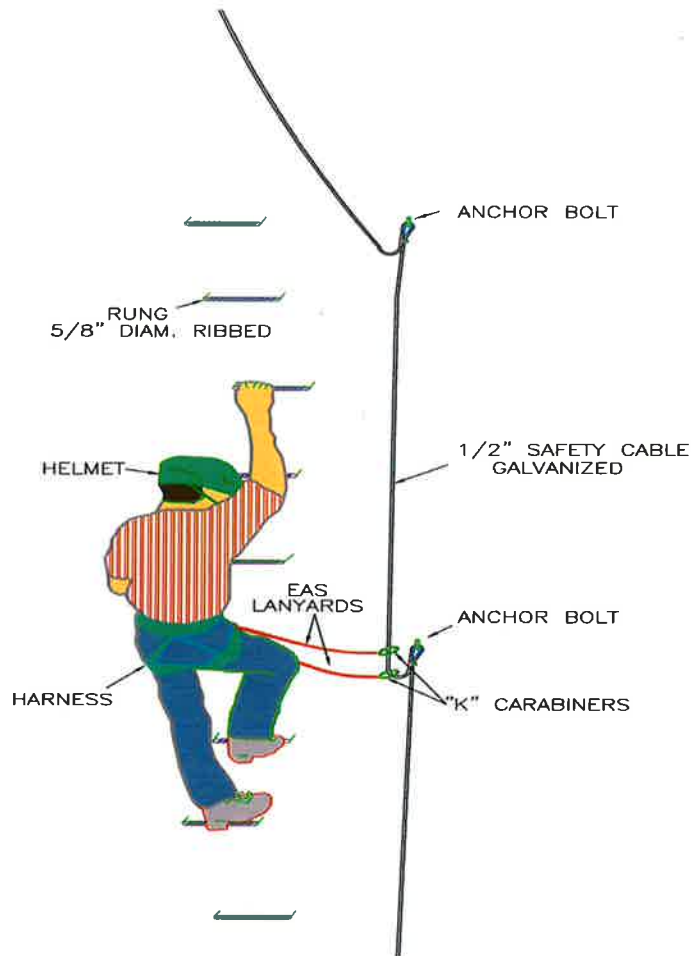
**Section 4: “Deep South” Narrows Sky Ladder Exit**

- The “Narrows” necks down to a width of 6’ making it the narrowest section of the Uncompahgre Gorge. It is planned to bring the route down close to the river level here for the user to appreciate the speed, volume and the power of the River (especially in Spring - early Summer). The route would climb into a water sculpted alcove (rest spot) and then exit back to the west side via an inclined sky ladder for the Grand Finale.



### Required Personal Equipment:

It is imperative and without condition that any and all Via Ferrata users must be wearing a UIAA labeled fall protection system, consisting of a harness with an EAS (Energy Absorbing System), double lanyard with “K” carabiner set attached, and a UIAA approved helmet. It is recommended that appropriate footwear is worn by all Via Ferrata users.



### **Via Ferrata User Personal Equipment**

#### Harnesses:

All harnesses shall be UIAA labeled and conform to UIAA-105 standard.

#### EAS (Energy Absorbing System):

All EAS lanyard sets shall be UIAA labeled and conform to UIAA-128 standard.

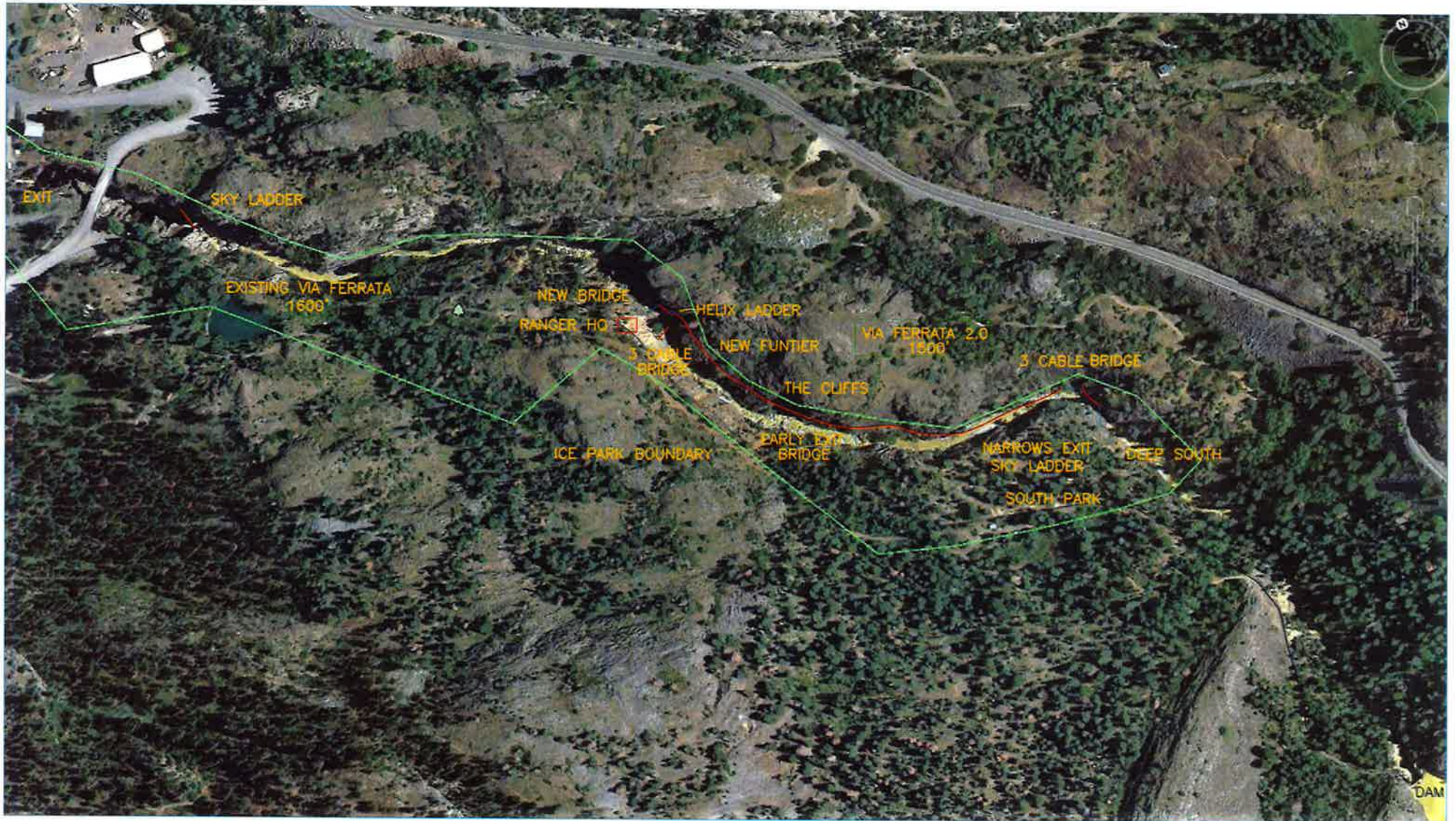
#### Connectors (Carabiners):

All Connectors shall be type “K” Carabiners and shall conform to UIAA-121 standard.

#### Helmets

All Helmets shall conform to UIAA-106 standard

# OURAY UPSTREAM VIA FERRATA 2.0



# OURAY UPSTREAM VIA FERRATA 2.0



# OURAY UPSTREAM VIA FERRATA 2.0



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

THIS AGREEMENT is entered into on 1st day of January 2025 by and between:

The City of Ouray, a Colorado home rule municipal corporation (the City);  
and,

Ideal Municipal Solutions, LLC, a Colorado limited liability company with its principal place of business being 536 Sky Jal Court, P.O. Box 1394, Ouray, Colorado, 81427, (the Contractor).

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF CONTRACTOR SERVICES. The scope of Contractor's services during the Consulting Period shall include, but is not necessarily limited to, Ouray District Court, 24CV30020, Ouray Homes and City of Ouray v. Little Switzerland, and US District Court for the District of Colorado, 2024CV03241-MEH, Wood v. City of Ouray.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and will continue until either party terminates the agreement at any time or December 31, 2025, whichever comes first.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor a sum of One Hundred and Fifty dollars (\$150.00) per hour.
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed monthly invoice to the City describing the professional services rendered on the 1<sup>st</sup> of each month for the previous month's services. The invoice shall document the hours spent on the project, identifying by work category and subcategory the work performed for the period, and the hours worked by the Contractor. The City shall pay the invoice within twenty (20) days of receipt unless the work or the documentation therefore is unsatisfactory.

Payments made after twenty (20) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation.

5. CITY REPRESENTATIVE. The City designates the acting City Administrator as its representative and authorizes them to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City representative.
6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent Contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.
7. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
8. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of injury to persons or damage to property, caused by the negligence or fault of the Contractor or any third

party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.

9. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
10. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
11. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
12. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Contractor.
13. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
14. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

15. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
16. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
17. COUNTERPARTS. 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.
18. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.

IN WITNESS WHEREOF, the City and the Contractor have signed this agreement effective the day and year first written above on February 3, 2025.

CITY OF OURAY:

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Ethan Funk, Mayor

Attest:

---

Melissa M. Drake, Clerk

CONTRACTOR:

---

Silas Clarke, Member



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

February 3, 2025

Swiss Village Cooperative,

RE: Affordable Housing Fund – Swiss Village Cooperative Park Acquisition

To whom it may concern,

There is a significant and increasing need for workforce and affordable housing in the City of Ouray and surrounding areas. Recognizing this issue, the City of Ouray has allocated funds to support the preservation and creation of affordable housing in the city.

The acquisition of the Swiss Village Mobile Home Park by the Swiss Village Cooperative for the purpose of preserving affordable housing and preventing displacement of residents will preserve existing affordable units of housing within the City of Ouray.

On February 3, 2025, the City of Ouray's Council approved an allocation of \$200,000 to the Swiss Village Cooperative for the acquisition of land. The funds must be used for land acquisition costs, in an effort to ensure continued affordability for the current community and such monetary donation shall be subject to a deed restriction on the property with such terms of the deed restriction to be determined prior to disbursement of any money from the City.

Sincerely,

Ethan Funk  
Mayor City of Ouray



## 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)
- 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.
- **Future Work Session** – Parking Study Review
- **Future Work Session** – Review of City Committees