

**AGENDA  
OURAY CITY COUNCIL**

**Monday, June 1, 2026 - 4:00 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 Work Session**

- Changes to this agenda can be found on the bulletin board at City Hall
- Electronic copies of the Council Packet are available on the City website at [www.cityofouray.com](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. DISCUSSION ITEMS
  - a. Ouray Ice Park (1 hour)
  - b. Council Parliamentary Policy (1 hour)



## Ouray Ice Park Work Session with City of Ouray City Council

**To:** Mayor & City Council  
**Date:** June 1, 2026  
**Agenda Item:** Ice Park Work Session

---

### **REQUEST:**

The Ouray Ice Park Inc. ("OIPI") Board of Directors has requested a work session with the City Council to discuss and receive direction on matters related to the Ice Park.

### **INTRODUCTION:**

The City of Ouray ("City") and OIPI entered into the Ouray Ice Park Revised Comprehensive Management Agreement (the "Agreement"), which outlines how the Park is to be managed and the responsibilities of the parties. The Agreement, together with subsequent amendments, is included with this memo.

Within the Agreement, Section 1: Scope of Activities (B), OIPI is tasked with the exclusive authority to operate the Ice Park through activities, operations, and improvements. Under part (J) of this same section, the Agreement identifies OIPI's responsibility to maintain installed improvements.

Section VI: Reports (A) and (B) identifies two annual reports to be provided to the City. The first is due by May 15 of each year and details Ice Park operations from the previous season. The second is due by October 15 of each year and provides the City with planned activities and events for the upcoming climbing season, along with any planned improvements. In addition, the City is required to make Park water-use data available to OIPI.

The First Amendment to the Revised Comprehensive Management Agreement, effective March 18, 2024, extends the current term of the Agreement to September 30, 2028.

### **ANALYSIS:**

OIPI has managed the activities, operations, and events within the Park for many years. This has included special events culminating in the annual Ice Fest; fundraising for and installing infrastructure to create additional routes for a variety of Park stakeholders; and overseeing day-to-day operations.

These efforts require a team of approximately 14 staff members, consisting of five (5) farmers, five (5) administrative personnel, and four (4) rangers. Labor costs, combined with infrastructure and maintenance costs, have resulted in annual spending that exceeds future revenue projections. This has created an unsustainable management model and the need for OIPI to discuss potential funding options with Council.

OIPI would appreciate Council's consideration of potential City-supported funding options, including the possibility of a management fee to help support OIPI's responsibilities in operating and maintaining the Park.

### **RECOMMENDED ACTION OR PROPOSED MOTION:**

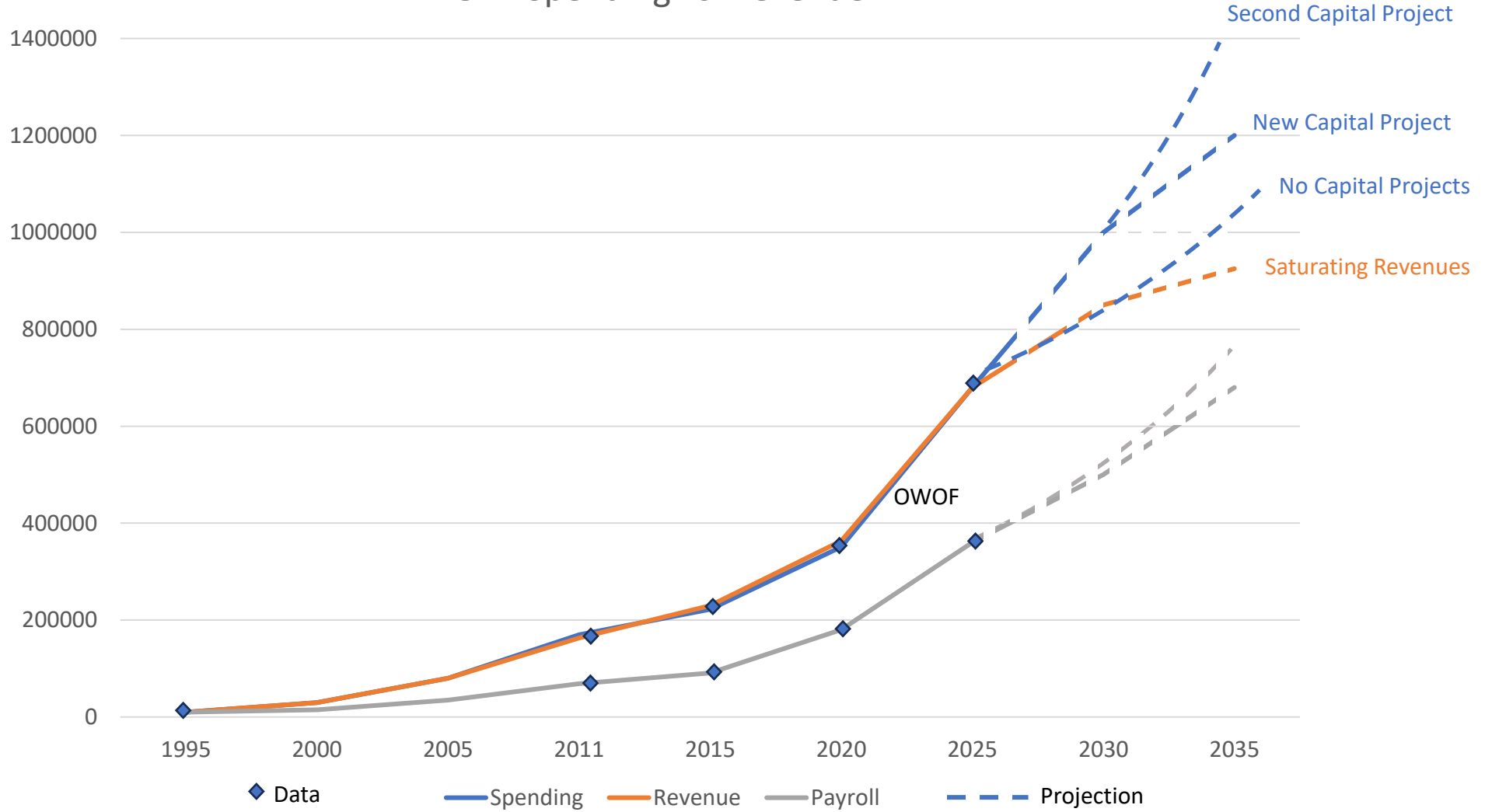
Provide feedback to OIPI and City staff on the following matters:

- Potential City-supported funding options, including management fee research

### **ATTACHMENT(S):**

- Ouray Ice Park Comprehensive Management Agreement
- Ouray Ice Park Revised Comprehensive Management Agreement
- OIPI Presentation

# OIPI Spending vs. Revenue



## Growing Operational Needs

- Increasing capacity requires more anchors and ice farming infrastructure
  - Key to provision of recreational and commercial uses / resolved major conflicts
  - Trend to warmer, shorter seasons will drive more need
  - Major component of payroll
- Early access, benefit events, night climbing, etc. to drive membership rate require more Staff (and volunteer) time
- We must do better on providing visibility for our Local Business Partners
  - Information for leveraging their contributions into more revenue
  - Exposure for their enterprises on our channels
  - Currently relies on volunteer board engagement and ancillary Staff time
- We must expand and integrate our communications in general
  - Critical message from City & LBPs to IPAT to external stakeholders
  - Currently have elements spread among multiple Staff
    - Need to add Comms Coordinator to address (budget does not support)
  - Top opportunity for collaboration with City

**More scope, more payroll - we will pay our people a living wage**

# Future Capital Project Needs

## OIPI cannot afford any future capital projects

- Near-future opportunities include water supply and ice farming / infrastructure enhancements
  - New vault to integrate new with existing sources, more efficient applications
  - Entrance beautification, memorial wall; warming hut (maybe via donations)
- Workforce housing
  - We have been working diligently for years to bring our employees' wages to Ouray livability levels
  - Early discussion with Home Trust of Ouray County on coordinating with County-wide needs assessment
  - Project will require investment, benefitting the City more broadly, but beyond OIPI means
- Terrain expansion
  - With abbreviated seasons likely going forward, more anchors required to maintain capacity
  - Expansion could benefit the City well above substantial costs
    - An option: conservation easement for a shady, steep wall above Box Canyon Falls

Please read our Ten-year Plan for more on these opportunities

**We will undertake detailed exploration with stakeholders**

# New Operating Revenue Source Options

- Increase membership rate from ~10% to 25-50% of users
    - Potential: raise additional \$130-360K per year
    - Early access seems to be the only membership program to move the needle
    - Considering Member-only periods and/or areas to drive further increase
  - Raise Commercial/Institutional User Fees, last increased 5 years ago
    - Currently contributing ~ 8% of revenue vs. ~15% of use
    - Potential: a few \$10Ks more
  - Make the entire Park Member-only
    - Potential: ~\$300K more if all users join @ \$50 **and keep coming**
  - Charge Ice Park Recreational Users a fee after SEP2028
    - Potential: raise ~\$500K (~20K visits @ \$25 per user per day)
    - Significant portion of operating budget (~\$30+ per user per day)
  - OIPI keep all User Fees (vs. split with City and petition for grants)
    - Potential: a few \$10Ks that we get back anyway, but we can plan with it
  - City \$: budget line item, LOT allocation, hire staff, assume scope, pay OIPI a management fee
    - Potential: scale up as existing sources of funding saturate
  - No new sources of funding
    - Potential: ~ 5% annual reduction in operations scope
- Gross revenues, based on 2024-25 rates  
Significant costs to control access and cover liability  
Some reduction for family discounts, locals, etc.  
**Likely to lose many users if they have to pay**



# OURAY ICE PARK

End of Season Report 2025-2026

[WWW.OURAYICEPARK.COM](http://WWW.OURAYICEPARK.COM)

# **A Season of Adaptation, Resilience and Community Support**

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

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

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

# A Note from Executive Director Peter O'Neil

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

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

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

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

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

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

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

**Thank you for the opportunity to serve.**



Collaboration Leads To Innovation

# THE ICE PARK TEAM

## OIPI BOARD OF DIRECTORS

**PRESIDENT:**  
LORA SLAWITSCHKA

**TREASURER:**  
JACKIE LAUDERDALE

**SECRETARY:**  
JOHN HULBURD

TRES BARBATELLI  
ANGELA HAWSE  
BILL LEO  
FRANK ROBERTSON

## ADMINISTRATION

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

## FARMERS

ROBYN DAHL  
TIM FOULKES  
SARAH GOODNOW  
STEVE IMHOFF  
LANDON NURGE

## RANGERS

MATT BOONE  
MATT DURHAM  
SARAH HAUBERT  
ZOE ZARKO




# GLANCE INTO THE SEASON

---

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

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

---

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

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

**CELEBRATING THE INCREDIBLE  
WOMEN OF ALPINISM**

# SCHEDULE OF EVENT FOR 31<sup>ST</sup> ANNUAL OURAY ICE FEST



## FILMS AT THE WRIGHT OPERA HOUSE

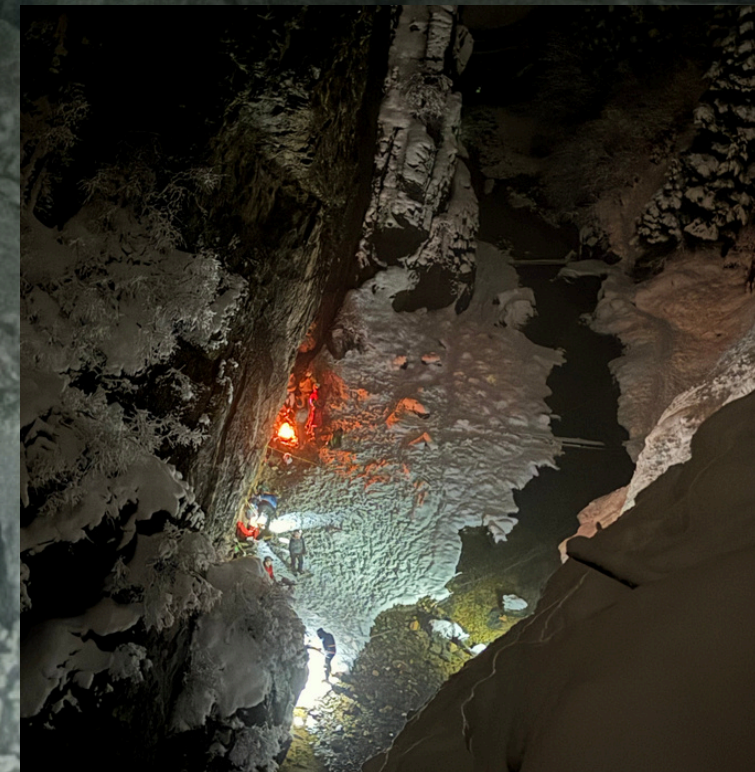
- GIRL CLIMBER
- ANNA AND Q&A WITH ANNA PFAFF
- FIFTY-FIFTY AND Q&A WITH SARAH HUENIKEN
- WALL OF WALLS AND Q&A WITH WILL GADD



## FIRESIDE CHATS

BILL WHITT &  
BILLY MAC

ANNA PFAFF



## EVENING EVENTS

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



## COMPETITION

ELITE MIXED  
CLIMBING COMP

YOUTH MIXED  
CLIMBING COMP

CLIMBING COMP AWARD  
CEREMOY AND DEEPER THAN  
ICE RAFFLE DRAWING

# Conditions Change, Community Doesn't

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

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

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



# ICE FESTIVAL FAST-FACTS

**DEMO GEAR CARDS**

162

**ALL ACCESS PASSES**

Event Pass Cancelled this Year

**TOTAL OF CLINICS**

48

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

114

# OURAY ICE FESTIVAL COMPETITION

## *ELITE MIXED CLIMBING AND YOUTH MIXED CLIMBING COMPETITION*

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

**TOTAL OF WOMEN COMPETITORS**      **9**

**TOTAL OF MEN COMPETITORS**      **14**

**TOTAL OF YOUTH COMPETITORS**      **10**





## January 9<sup>TH</sup>-11<sup>TH</sup> 2026 **ALL IN ICE FEST**

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

### **TOTAL OF PARTICIPANTS**

32 Paid - 42 Attended

### **TOTAL CLINICS & WORKSHOPS**

-Open climb at the Kids Wall

**10**

### **TOTAL FOLLOWERS**

**GAINED DURING**

**ALL IN ICE FEST:**

**(Instagram) +59**



# OIPI MEMBER EVENTS

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

**Johnny Zaugg & Josh Wharton Presentation: February 14th**

**Night Climbing: January 24th and February 13th**

**OIPI Chili Cook Off: February 28th**

# MEMBERSHIP & SPONSOR HIGHLIGHTS FOR THE SEASON

**TOTAL MEMBERS: 463**

**TOTAL COMMUNITY  
SPONSORS: 26**

**TOTAL CORPORATE  
SPONSORS: 20**

**HOSTING  
PARADOX SPORTS  
FEB. 20<sup>TH</sup> - 22<sup>ND</sup>**

# MARKETING

## *Social Media*

### Instagram

22.1K Followers

+544 Followers

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

### Facebook

20K Followers

+424 Followers

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

### TikTok

1,105 Followers

15K Likes

### FACEBOOK

#### CONTENT INTERACTION

28,480K

VIEWS

721,179K

#### FOLLOWER

#### DEMOGRAPHIC:

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

### INSTAGRAM

#### REACH

97,768

#### CONTENT INTERACTION

13,813K

VIEWS

831,155K

#### FOLLOWER

#### DEMOGRAPHIC:

Men 66.4% Women  
33.6%, Top City is Denver

# MARKETING

Website

## TOP 5 PAGES

HOME: 54,101

CONDITIONS: 28,793

OURAY ICE(LESS) FEST: 18,052

SCHEDULE OF EVENTS: 6,932

CLINICS: 5237

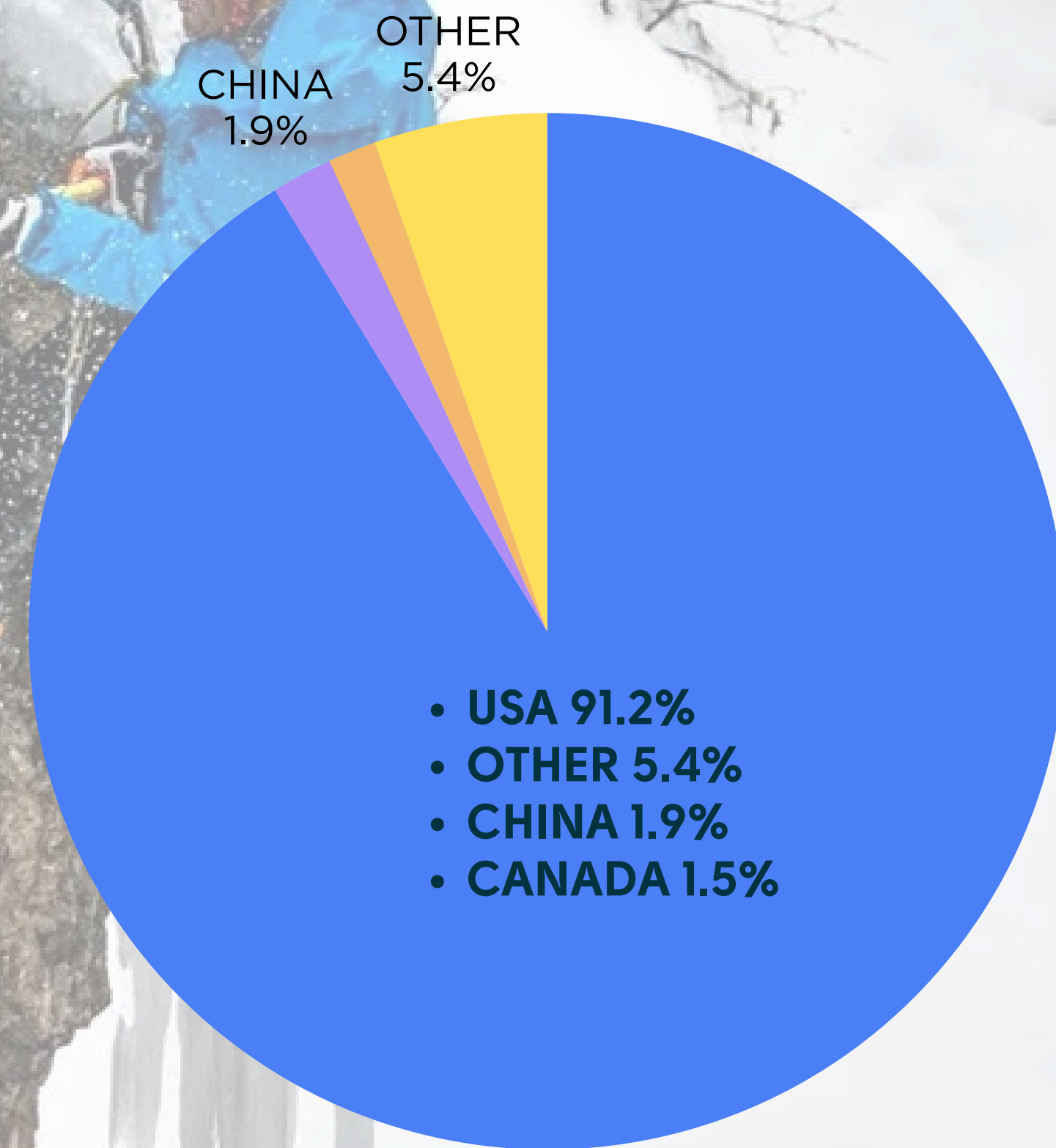
## PAGEVIEWS

201,723

## USERS

97,986

## PERCENT OF VISITS (COUNTRIES)



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

USA  
91.2%

# MARKETING

## Email

### • OPEN RATE

53.1%

### • SUBSCRIBERS

7,933 Subscribers

#### TOP CITIES

DENVER, MONTROSE,  
COLORADO SPRINGS

### • TOTAL SENDS

112,555

### • CLICK RATE

4.1%

## Key

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

**OPENING DAY**  
**January 21, 2026**

**CLOSING DAY**  
**MARCH 1<sup>ST</sup>, 2026**

**TOTAL DAYS OPEN**  
**40**

**TOTAL ROUTE**  
**ANCHORS OPEN**  
**7,166**

**TOTAL PARK USERS**  
**8,561**

## **PARK OPERATIONS**

# OUR BIG WINS IN OPERATIONS

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

# ICE FARMING OPERATIONS

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

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

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

# RANGER OVERVIEW

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

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

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



# INCIDENTS

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

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

# DATA OVERVIEW

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

# PARK USAGE & CAPACITY

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

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

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

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

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

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

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

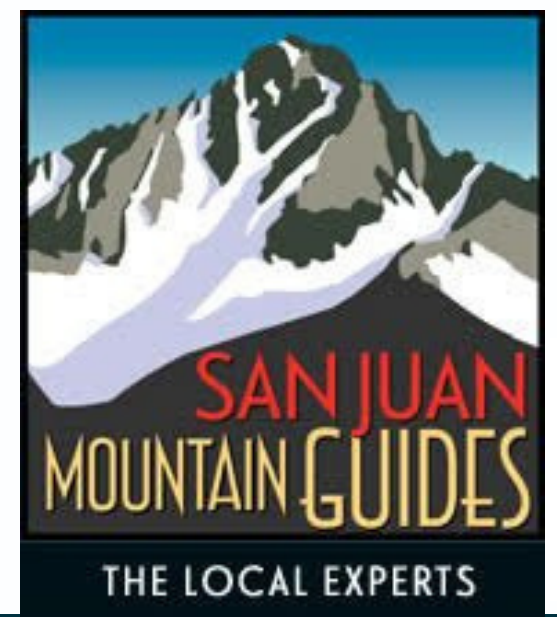
# LAST YEAR VS. THIS YEAR

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

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

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

# THANK YOU COMMUNITY SPONSORS





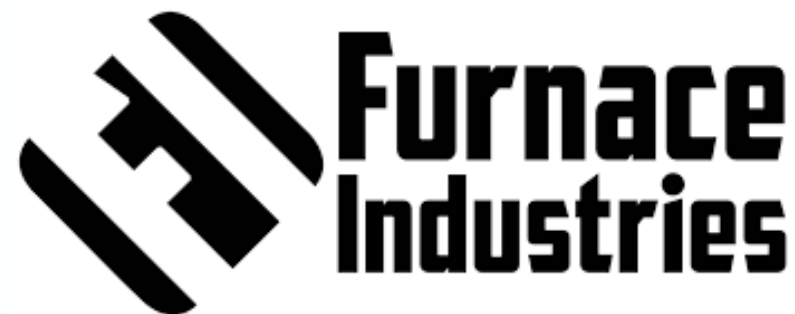
THANK YOU CORPORATE SPONSORS



ARC'TERYX



RENEWAL by ANDERSEN  
FULL-SERVICE WINDOW & DOOR REPLACEMENT



# THANK YOU!

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

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

**SEE YOU IN WINTER 2026/2027**

**CONTACTS**

**WWW.OURAYICEPARK.COM**

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

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

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



---

# The Ouray Ice Park: An Economic Impact Study For the 2021-2022 Season

---

Dr. Shawn M. Rohlin<sup>1</sup>  
Department of Economics  
Kent State University  
454 College of Business  
Kent, OH 44242  
(330) 672-1098  
[srohlin@kent.edu](mailto:srohlin@kent.edu)

---

<sup>1</sup> Corresponding Author

**Table of Contents**

**Executive Summary..... 3**

**Introduction..... 4**

**Economic Impact Analysis and Results for Ouray Ice Park.....6**

*Table 1: The Impact on Output, Income, and Employment for the 2021-22 Season.....7*

*Table 2: Non-local Participant and Guest Average Expenditure.....7*

**Economic Impact Analysis and Results Across Events.....7**

*Table 3: The Impact on Output, Income, and Employment for the All In Ice Fest.....8*

*Table 4: The Impact on Output, Income, and Employment for the Ice Festival.....8*

*Table 5: The Impact on Output, Income, and Employment for the UIAA Championships.9*

**Conclusion.....9**

**Executive Summary:**

The Ouray Ice Park has become a world class destination for ice climbers. Due to this growing importance this report determines the economic impact the Ouray Ice Park and it’s events have on the local economy. This inflow of money that would not have otherwise been spent in Ouray is very beneficial to the local economy. The Ouray Ice Park had over 20,600 visitors during its regular season with an additional 4,000 visitors during its three major events: the All In Ice Fest, the Ouray Ice Festival, and the UIAA North American Championships. Impressively 95.93% of these visitors come from outside the area, demonstrating the Ouray Ice Park’s ability to attract visitors to the region.<sup>2</sup>

The largest economic driver came from non-local participants who spent \$13 million in the local economy. The regional econometric input-output model, which estimates how spending spreads through the local economy, estimates that non-local spending created an additional \$4.28 million for a total spending impact of \$17.3 million. Local import substitution, which determines how much “local” money stayed in the local economy, contributed an additional \$352,000 directly with a total spending impact of \$480,000. Overall, the total spending impact was almost \$18 million dollars. Industries that received the highest amounts of spending were Lodging (hotels and short-term rentals), restaurants/bars, retail stores, guiding services and other outdoor activities. As a result of this spending, incomes of local residents increased by roughly \$6.4 million and created an employment impact of the equivalent of 184 full-time equivalent jobs. The summary table below organizes the estimated economic impacts of the entire 2021-2022 Ouray Ice Park Season on the local economy.

<b>Table 1: Ouray Ice Park's Impact on Output, Income, and Employment - 2021-22 Season</b>					
Source	Direct Spending	Indirect Spending	Total Spending Impact	Earnings Impact	Employment Impact
Non-local Climbers	\$13,074,144.69	\$4,281,286.85	\$17,355,431.55	\$6,196,168.22	178.36
Local Import Substitution	\$352,027.23	\$127,489.17	\$479,516.40	\$193,238.26	5.73
<b>Total:</b>	<b>\$13,426,171.92</b>	<b>\$4,408,776.03</b>	<b>\$17,834,947.95</b>	<b>\$6,389,406.48</b>	<b>184.08</b>

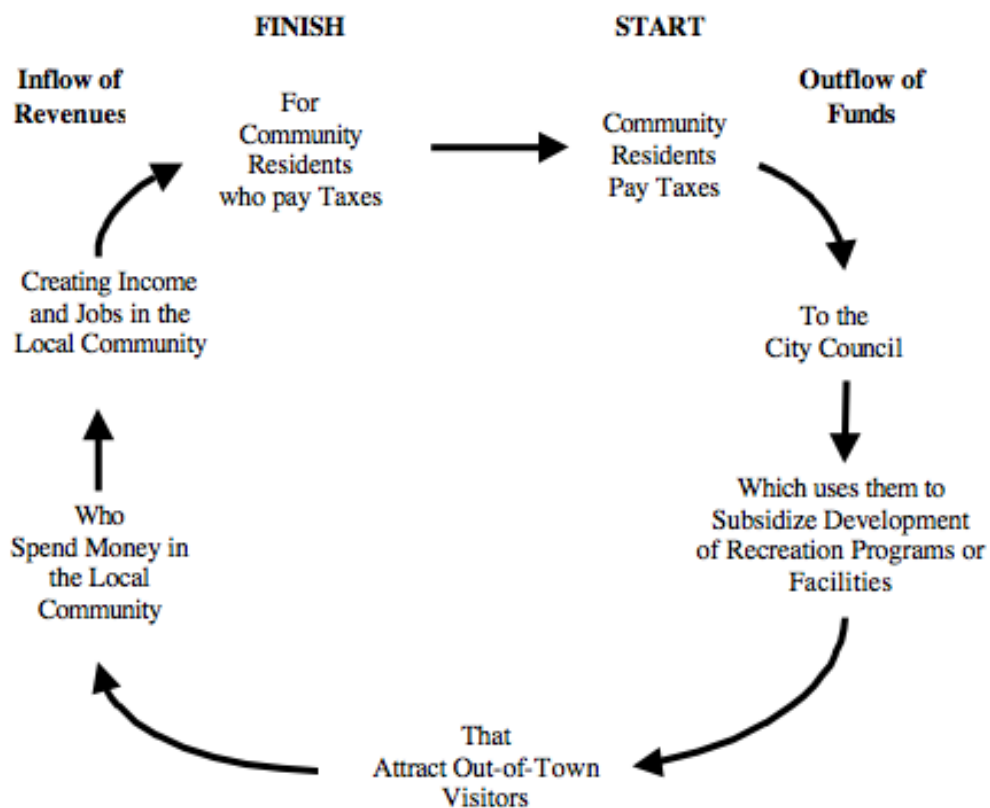
<sup>2</sup> An ice climber is defined as local if they reside in Ouray County, CO.

**I. Introduction:**

The 2021-2022 Ouray Ice Park Season consisted of roughly 100 days of Ice climbing including three major events: the All In Ice Fest, the Ouray Ice Festival, and the UIAA North American Championships. In totality the Ouray Ice Park had roughly 24,600 visitors throughout the season of which the vast majority were non-local visitors. This study is important to help understand the impact that the Ouray Ice Park has on the local economy.

The study was conducted using data collected throughout the season given to visitors of the Ice Park. The survey results were used to quantify the magnitude of the economic impact. In addition, an economic methodology was used to calculate the overall economic impact (both direct and indirect) of the Ouray Ice Park on the local economy. The method begins with calculating the direct and indirect effects by observing the cash flow from non-local visitors residing outside of Ouray County, CO, to determine how much economic activity is generated. The indirect component of the study measures the money multiplier effect. This is what occurs when money spent by an Ice Park visitor while in Ouray, which is then spent by that next person on another local transaction. The indirect spending is calculated by multiplying the direct spending by the multipliers retrieved from United States's Treasury Department's Bureau of Economic Analysis' Regional Input-Output Modeling System data. Additionally, the study analyzes the local import substitution effect. This part measures the amount of the money that would have been lost to the local economy if the Ouray Ice Park didn't exist and local climbers had spent their money elsewhere.

The following diagram can be used to better explain the process economic impact studies attempt to evaluate. This diagram comes from the book, *Measuring the Economic Impact of Visitors to Sports Tournaments and Special Events*<sup>3</sup>, by John L. Crompton. It depicts the process flow behind how residential taxes can translate into increased inflow of revenues. The economic impact study uses data provided by participants to estimate the left-hand side of Crompton's diagram illustrated below.



Non-local visitors come to climb at the Ouray Ice Park and spend their money while visiting, which provides additional revenue for local businesses. Then, employers can use this excess revenue to hire more workers or extend current workers' hours. If new jobs are created, the result

<sup>3</sup> Crompton, J.L., *Measuring the Economic Impact of Visitors to Sports Tournaments and Special Events*, Ch. 2 "Understanding the Principles of Economic Impact Studies". Ashburn, VA: National Recreation and Park Association.

is more taxable dollars for the community which increases its inflow of revenue. Basically, holding this event resembles the process of spending tax dollars on another event or form of investment with the intent of gaining a greater return for the community. Not only does the economy benefit, but the event is also a way to bring the community together and raise money to donate to charitable organizations.

## **II. Economic Impact Analysis and Results for the Whole Season:**

The data for this economic impact study was collected from a survey provided to visitors when they visited the Ice Park. Having visitors fill out the survey while they are visiting allows us to reduce measurement error from misremembering how much they spent while visiting. Out of estimated 8,300 unique visitors, approximately 18 % of visitors took the survey which provided ample data to conduct the analysis. Impressively, 95.93% of the visitors were from outside the Ouray area, which demonstrates how amazing the Ouray Ice Park is at attracting non-local visitors.

Table 1 provides a summary of the economic impact of the whole Ouray Ice Park season (including all events). Overall, we found that non-local climbers spent \$13 million in the local economy while visiting the area. The indirect effect of this spending added up to an additional \$4 million. In sum, the total spending impact came out to be \$17.3 million. The local import substitution section of Table 1 shows the amount of money spent by locals that remained in the area because of the event. This \$352,000 would have gone to another region's economy if the Ouray Ice Park didn't exist. Incorporating, \$127,000 from indirect spending, the local import substitution effect had a total spending impact of almost \$480,000. Combining both spending from non-local climbers and the local import substitution effect the overall total spending effect of the Ouray Ice Park is \$17.8 million. This additional \$17.8 million in spending lead to local

residents' incomes to rise by \$6.4 million and led to an employment impact of 184 full-time equivalent jobs.

<b>Table 1: Ouray Ice Park's Impact on Output, Income, and Employment - 2021-22 Season</b>					
Source	Direct Spending	Indirect Spending	Total Spending Impact	Earnings Impact	Employment Impact
Non-local Climbers	\$13,074,144.69	\$4,281,286.85	\$17,355,431.55	\$6,196,168.22	178.36
Local Import Substitution	\$352,027.23	\$127,489.17	\$479,516.40	\$193,238.26	5.73
<b>Total:</b>	<b>\$13,426,171.92</b>	<b>\$4,408,776.03</b>	<b>\$17,834,947.95</b>	<b>\$6,389,406.48</b>	<b>184.08</b>

Investigating which industries benefited from this additional spending, Table 2 illustrates the percent of non-local participants who spent money in that industry and the average amount spent by individuals on each specific category. Table 2 indicates that lodging (hotels, motels, and short-term rentals) received the majority of spending, earning around \$853. Restaurants received the highest percentage of visitors with 93 percent of visitors saying they spent an average of \$246. Another striking finding from Table 2 is that 83% of non-local climbers spent an average of \$207 on other outdoor activities. Lastly, roughly 2% of respondents indicated they spent money on guides in the "other spending" question with respondents indicating that they spent an average of \$1,111 on guides when they visit. Based on additional data collected during the season, 1,888 climbers climbed in the Park as clients of local, Ouray County guiding companies. Using a gross revenue number of \$400 per client per day for expenditures on guiding, equipment rental and tips, this injected more than \$750,000 of direct spending into the community. This additional spending would have generated an additional \$303,000 in indirect spending for a total effect of \$1.05 million.

	% who said yes	Conditional Average
Lodging (Hotels, Short-term Rentals)	88%	\$853
Restaurants	93%	\$246
Gasoline	64%	\$68
Car rental	17%	\$478
Other Outdoor Activities	83%	\$207
Retail	71%	\$169
Grocery/Drug Stores	71%	\$108
Guide Services	2%	\$1,111
Other	12%	\$423

footnotes:

These estimates are the amount conditional on having spent money in the industry.

### **III. Economic Impact Analysis and Results Across Events:**

In this section economic impact estimates are presented for each of the three main events separately.

The Ouray Ice Park’s “All In Ice Fest” is a three day (Jan. 7<sup>th</sup> to the 9<sup>th</sup>) ice climbing festival dedicated to fostering a community of climbers, guides, and creatives from historically marginalized communities to increase equity, access, and diversity in the outdoors and contributed to the 1,010 visitor total during the three-day event. Table 3 shows the economic impact of this three-day period. Overall, these non-local visitors spent a total of \$372,000 helping to generate a total spending impact of over half a million dollars. This \$500,000 in local spending caused local resident earnings to rise by \$186,000 and generate an employment impact of 5.52 full-time equivalent jobs.

Source	Direct Spending	Indirect Spending	Total Spending Impact	Earnings Impact	Employment Impact
Non-local Climbers	\$372,319.03	\$122,319.96	\$494,638.99	\$181,523.50	5.37
Local Import Substitution	\$8,931.97	\$3,234.78	\$12,166.75	\$4,903.03	0.15
<b>Total:</b>	<b>\$381,251.01</b>	<b>\$125,554.73</b>	<b>\$506,805.74</b>	<b>\$186,426.53</b>	<b>5.52</b>

The Ouray Ice Park’s “The 2022 Ouray Ice Festival and Competition” is a three-day four-night (Jan. 20<sup>th</sup> to the 24<sup>th</sup>) festival and competition that transforms the town of Ouray into an ice climbing mecca with people from around the world gathering to celebrate the growing sport of ice climbing! This event attracted an estimated 1,750 visitors and Table 4 shows the economic impact of the event. Again, with most of the visitors being non-local most of the economic impact is from them. These non-local visitors spent a total of \$643,000 which caused an indirect effect of \$210,000 for a total spending impact of \$853,000. Incorporating the local import substitution effects this event had a total spending impact of almost \$900,000 increasing local resident earnings by \$322,000 and generating an employment impact of 9.37 full-time equivalent jobs.

Source	Direct Spending	Indirect Spending	Total Spending Impact	Earnings Impact	Employment Impact
Non-local Climbers	\$642,700.75	\$210,328.36	\$853,029.10	\$305,318.72	8.87
Local Import Substitution	\$30,408.07	\$11,012.50	\$41,420.57	\$16,691.90	0.49
<b>Total:</b>	<b>\$673,108.82</b>	<b>\$221,340.86</b>	<b>\$894,449.67</b>	<b>\$322,010.61</b>	<b>9.37</b>

Lastly, the Ouray Ice Park hosted the UIAA Ice Climbing North American 2022 Championships from February 3<sup>rd</sup> to the 5<sup>th</sup> and attracted an estimated 1,200 visitors over the three days. Table 5 shows non-local climbers providing substantive economic impacts. The event as a whole caused \$500,000 in direct spending which lead to an additional \$166,000 in indirect spending for a total spending impact of \$665,000. Local resident earnings increased by \$243,000 due to this event and generating an employment impact of 7.11 full-time equivalent jobs.

Source	Direct Spending	Indirect Spending	Total Spending Impact	Earnings Impact	Employment Impact
Non-local Climbers	\$400,892.69	\$130,694.71	\$531,587.40	\$189,379.90	5.51
Local Import Substitution	\$98,177.62	\$35,555.73	\$133,733.35	\$53,892.63	1.60
<b>Total:</b>	<b>\$499,070.31</b>	<b>\$166,250.44</b>	<b>\$665,320.75</b>	<b>\$243,272.53</b>	<b>7.11</b>

**IV. Conclusion:**

The Ouray Ice Park plays an incredibly important role of driving economic activity to the region during the winter and had a significant impact on local resident incomes and job creation in the local economy. Local jurisdictions benefit from increased tax revenue from this increased spending in the region. Also, the event encourages the community to come together throughout the winter season to promote outdoor recreation. Overall, the event is a positive and substantial investment in the local community. Again, the Ouray Ice Park brings in an extraordinarily high percentage of non-local visitors which provides “new money” for the region’s businesses. In the 2021-2022 season the Ouray Ice Park had a total spending impact of \$17.8 million on the local economy, increasing local residents’ incomes by \$6.4 million and create a jobs impact equivalent to 184 full-time jobs.

## **Ouray Ice Park Revised Comprehensive Management Agreement**

This Ouray Ice Park Comprehensive Management Agreement (Agreement) is made by and between the Ouray Ice Park, Inc. (OIPI), a Colorado non-profit corporation, and the City of Ouray, Colorado (the City), effective October 2, 2023. OIPI and the City (collectively the Parties), agree as follows.

### *Exhibits*

- A. Exhibit A - City owned property
- B. Exhibit B - Water Right assigned to the City for Ouray Ice Park use (Case No.: 21CW3042)
- C. Exhibit C - City's Water Right for Ouray Ice Park (Ouray Ice Park Diversion Case No.: 21CW3053)
- D. Exhibit D- Water Use Agreement between the City and OIPI
- E. Exhibit E - Ouray County Recreational Access Easement Reception #201752
- F. Exhibit F- Eric Jacobson Easement Agreement to the City of Ouray
- G. Exhibit G - Map of Park

### *Recitals*

- A. Ouray Ice Park is a world-class, internationally known outdoor recreational asset, which provides a unique and exemplary ice climbing experience for the public, and which is the core of Ouray's winter economy.
- B. The City owns property as shown on the attached Exhibit A.
- C. The City and OIPI are parties to an Agreement for Management of the Ouray Ice Park, with an effective date of June 1, 2018, and this revised Management Agreement effective October 2, 2023, to October 3, 2024.
- D. The City of Ouray has entered a lease for 3.34 c.f.s. of water from the Revenue Virginius Mine Water Works Water Right to Sneffels Creek and this water may be available for redirection by the City from Canyon Creek for use at the Ouray Ice Park, as shown on Exhibit B.
- E. The City of Ouray has obtained a conditional water right of 1,111 c.f.s. (500 g.p.m.) for recreational use at the Ouray Ice Park through a diversion structure from Canyon Creek near its confluence with the Uncompahgre River, as shown on Exhibit C.
- F. OIPI and the City are parties to a Water Use Agreement entered on October 2, 2023, that grants OIPI a right to use certain of the City's water for the development of ice falls for recreational ice climbing, among other rights. The Water Use Agreement runs concurrently with this Management Agreement for the Ouray Ice Park, and is shown

on Exhibit D.

- G. The City and Ouray County, through the Board of County Commissioners of Ouray County, Colorado, have entered into a Recreational Access Easement Agreement dated September 28, 2009 and recorded at the Ouray County Clerk and Recorder on October 7, 2009 at reception number, and terminates by its terms on September 28, 2029 and provides access rights to and uses permitted on the County's property, being the Rio M.S. 1965, as shown on Exhibit E.
- H. The City and Eric R. Jacobson are parties to an Easement Agreement entered on or about the same time as this agreement is being executed, which provides access onto and over the Roosevelt Placer (M.S. 16036) gorge area, not including the area under a FERC license to operate the hydroelectric plant, for recreational use by the City. The Easement Agreement runs concurrently with this Management Agreement for the Ouray Ice Park, as shown on Exhibit F.
- I. The City has the sole ability and authority to grant the rights and create the obligations established by this Agreement.
- J. OIPI has no ownership interests in the underlying real property, water rights, easements, or leases of the City's or County's property, and OIPI's authority to act the property is derived solely from this Management Agreement.

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

### *Agreement*

#### *I Scope and Activities*

- A. The Ouray Ice Park (OIPI or the Ice Park) is an ice climbing venue on property located south of the City of Ouray. It operates on lands owned by the City or which the City has acquired various access and use rights. The Park is depicted on the map attached to this Agreement as Exhibit G.
- B. The City grants to OIPI the exclusive authority to operate the ice climbing venue through Activities, Operations, and Improvements, within the Ice Park, including the right to grant permission to use the Ice Park during the winter climbing season, and OIPI is not responsible for overseeing or otherwise managing the Ice Park which is outside the scope of this Agreement.
- C. Any proposals to develop, maintain, or provide funding for additional Activities outside the scope of this Agreement or to expand or establish additional permissible uses of the

Ice Park, regardless of their origin, must be approved by OIPI. OIPI will consider such proposals at a noticed public meeting. After the meeting, OIPI will make a recommendation to the City. The City will consider the proposal or amendment.

- D. Other than the obligations and authority set forth in Section II, OIPI shall not install, construct, or cause to be constructed any fixture in the Ice Park valued more than \$20,000.00 without prior notice and approval by the City. If the City Administrator denies a request for an improvement, OIPI may appeal that decision to the City Council.
- E. OIPI expressly acknowledges that there are other recreational uses permitted within the Ice Park. The Parties agree to coordinate the uses of the Ice Park, and the City shall not take any action that materially interferes with OIPI's Activities and Events, notwithstanding the City's right to terminate this Agreement under Section X.
- F. The City may enact ordinances establishing rules and regulations for use of the Ice Park. OIPI may recommend to the City rules and regulations for use at the Ice Park. OIPI may enact emergency rules and regulations for using the Ice Park but if OIPI intends the rule or regulation to remain in effect longer than thirty (30) days, it shall recommend adoption of the rule or regulation by the City. If the City chooses not to implement a recommended rule or regulation pursuant to an ordinance, OIPI may adopt that rule or regulation only upon approval by the City. Under no circumstances shall any rule or regulation imposed by OIPI conflict with a rule or regulation adopted by the City. Ordinances enacted by the City shall not materially interfere with OIPI's Activities and Events.
- G. The building located in the Ice Park known as the Powder House is owned by the City. The City hereby grants to OIPI the right to occupy, improve, maintain, and otherwise use that building during the term of this Agreement and subject to the limitations in this paragraph. OIPI shall not have any obligation to maintain or improve the Powder House. The City reserves the right to enter and maintain the Powder House. The Parties acknowledge and agree that the exercise of the City's right may require that the City have exclusive possession of the Powder House to conduct maintenance and repair for a period of time limited to that required to conduct such maintenance and repair.
- H. The City and OIPI will cooperate on signage to manage traffic and parking in the vicinity of the Ice Park and OIPI will make their best efforts to organize volunteers to direct parking during busy periods.
- I. The City agrees to make its best effort to snowplow the access ways and parking areas around the Powder House and bridges after accumulations of 5" or more of snowfall, only after the City streets, alleys, and public rights-of-way are plowed.
- J. OIPI will maintain improvements, including any items placed in the Ice Park or adjacent property for purposes of any Activity.

## *II Events*

- A. The City grants OIPI the right and authority to conduct, manage, and host Events. OIPI may also conduct, manage, and host other events that are not considered high-impact events in its sole discretion.
- B. OIPI may conduct events to raise funds to facilitate its operation.
- C. City staff may refer a request to conduct, manage or host a high-impact event from OIPI to the City Council for approval.
- D. The City shall manage any events in the Park not managed by OIPI. The City shall not require OIPI or its staff to participate in any such events. The City and OIPI shall communicate to ensure that events managed by the City, or its designees do not conflict with events managed by OIPI or other operations in the Ice Park.

## *III Concessions*

- A. OIPI may conduct, manage, and develop commercial activities and other concessions in the Ice Park which are related to the Events and Activities managed by OIPI. The proceeds of the commercial activities shall be owned by OIPI. Without limitation, these commercial activities may include the sale of merchandise, and commercial activity associated with Events.
- B. Any commercial activity on public property within the Ice Park shall comply with the permitting requirements of the City's Municipal Code for the sale of goods and services.
- C. OIPI is authorized to manage those who use the Ice Park so long as seventy-five percent (75%) of the visitor capacity is reserved for recreational users and twenty-five percent (25%) is reserved for users hiring a commercial guide operator (CGO) or participating in an institutional group event (IGE).
- D. OIPI will maintain a system of data collection and analysis on capacity and uses of the Ice Park.
- E. The parties agree that if the data indicates total facility capacity is reduced at certain times in the winter ice climbing season under certain conditions (amount of terrain open, length of season, etc.), OIPI may adjust a CGO use accordingly.
- F. OIPI will notify each commercial guide operator of their service day allocation for the season annually by September 30.

#### *IV Fees*

- A. OIPI shall determine the fees charged to CGOs and IGEs for each user. Such fees shall be approved by the City. The user fees charged to CGOs and IGEs shall be the same.
- B. All fees charged shall be collected by OIPI and divided equally with fifty percent (50%) to OIPI and fifty percent (50%) to the City, provided that all fees collected be spent for the benefit of the Ouray Ice Park itself. OIPI shall submit an accounting of revenue and itemize expenses report with the first annual report on May 15. The City shall place all fees so received in a restricted fund for the purpose stated herein or in a reserved restricted account and identified specifically in the budget and accounted for through an expenditure report.
- C. Local food and merchandise vendors may be offered a reduced fee structure on terms to be determined and mutually agreed to by the Parties, so long as the proper huckstering permit is obtained. No huckstering permit is required for the annual Ice Fest and All In event, and all vendor fees shall be waived by the City.

#### *V Sustainability of the Ice Park and Operations*

- A. OIPI shall be responsible for the following updating the Standard Operating Procedures and Risk Management Manual, annually, if necessary, on May 15 of each year.
- B. OIPI shall be responsible for ensuring that IPAT holds regular quarterly meetings and any work sessions as needed. These meetings shall be open to the public and properly noticed. Working groups may be formed by IPAT for defined purposes and may meet separately for those purposes, provided they timely report their progress to the IPAT.

#### *VI Reports*

- A. OIPI shall report to the City by May 15 of each year regarding its operations in the Ice Park for the previous Winter Ice Climbing Season and shall include detail of the activities and events conducted by OIPI, and successes and challenges, and user safety reports.
- B. OIPI shall report to the City by October 15 of each year as a detailed report on OIPI's Activities and Events for the upcoming Winter Ice Climbing Season and any planned Improvements. The following components shall be included in one or both reports:
  - 1. Fiscal year financials
  - 2. Annual budget
  - 3. Water Usage
  - 4. Concessionaire use

5. Implemented safety programs with incident reports
  6. Scheduled Training
  7. Ranger Report (incidents/enforcement, visitor information, etc.)
  8. Improvements (improvements planned/completed at the appropriate report date)
- C. For the purposes of reports under VI.B.3, the City shall make Park water use data available to OIPI.
- D. To the extent necessary, OIPI representatives will cooperate with Eric Jacobson or his designee in the preparation and submission of the FERC Form 80 "Licensed Hydropower Development Recreation Report" per Federal Regulation 18 CFR 8.11.

*VII Statutory  
Protection*

- A. The City relies on the protections of the Colorado Recreational Use Statute, COLO. REV. STAT. §33-41-101, *et seq.* (the CRUS), and the Colorado Governmental Immunity Act, COLO. REV. STAT. §24-10-101 *et seq.* (the CGIA). This Agreement shall be construed, to the extent possible, to allow the full protection of such statutory protections to all parties who have granted easements or permits to the City related to the recreational uses in the Park. OIPI shall operate and maintain the Ice Park in a manner to ensure the protections of these statutes with regard to Recreational Users.
- B. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by the City, the City agrees to hold harmless, defend and indemnify OIPI from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any member of the public arising out of or relating to Activities and events conduct or managed by OIPI as contemplated under this Agreement.
- C. OIPI is granted permission to use the Ice Park by this management agreement and the City represents and acknowledges that for purposes of the CRUS, OIPI is an owner as that term is defined at C.R.S. §33-41-102(3), and this Agreement shall be construed, to the extent possible, to establish OIPI as such an owner.

*VIII Agreements and Statutes that Affect OIPI  
Activities*

- A. Any of the events listed below shall not be construed to broaden or increase OIPI's obligations established pursuant to this Agreement without a modification of this Agreement. In addition, the following events may be cause to terminate this Agreement if the event results in a new or greater obligation for OIPI or materially impacts OIPI's rights or ability to carry out the obligations established by this Agreement:
1. Any change in any agreement referenced in the Recitals;

2. Any change in any statute referenced in Section V;
  3. Any new statute, law, or other applicable regulation;
  4. A change in OIPI's access to the City's water supply; or
  5. An expansion or contraction of the Park.
- B** The City is responsible for ensuring compliance with its obligations under the license agreement with Mr. Jacobson and its recreation easement with Ouray County and shall notify OIPI of any issues related to such compliance. Any compliance measure that results in a change or impact to OIPI shall be cause to terminate this Agreement.
- C** OIPI shall maintain a policy on Conflicts of Interest consistent with best practices for non-profit organizations.

#### *IX Insurance*

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

#### *X Term*

The Term of this Agreement shall be one year, commencing on October 2, 2023, and extending through October 1, 2024, with a right to extend for four more years so long as the City has purchased the Jacobson property known as Roosevelt Placer, and including a right of first refusal to extend the agreement for an additional five years after the four year extension, if granted, so long as the City continues to operate the Ice Park, is able to extend the easement with Ouray County as identified in Exhibit C incorporated herein, and OIPI is not in breach of this agreement. It is anticipated that OIPI shall have exclusive control of and access to the Ice Park and its facilities from November 1 through April 30, for set-up, shutdown, and operation of the Ice Park facilities. Nothing in this Agreement shall restrict OIPI from engaging in the maintenance or repair of Ice Park facilities and/or other related Ice Park functions at other times of the year, provided that such activities are conducted in such manner as not to materially interfere with other City-authorized uses, activities, or functions of the Ice Park area. At no time outside of the exclusive control period shall capital improvements of greater than \$5,000.00 be made to the Ice Park without City approval.

#### *XI Termination*

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

1. This Agreement may be terminated upon the material breach of a provision of this Agreement, a material misrepresentation, or the insolvency or incapacity of either

party.

2. The occurrence of any event set forth in Section *VIII* of this Agreement.
3. This Agreement may be terminated upon 90 days prior written notice to the non-terminating party. Such notice must plainly and clearly describe the cause for which termination is sought. The non-terminating party shall have an opportunity to cure the cause for termination within thirty (30) days after written notice is given by the terminating party. If the cure is such that it cannot be completed within thirty (30) days and the non-terminating party has proceeded with due diligence to cure after receipt of the notice, the Agreement shall not terminate until it is determined that the cure cannot be completed. 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.
4. In the event this Agreement is terminated, the City shall be free to continue to operate the Ice Park or to enter into an agreement or agreements with other parties providing for the operation of the Ice Park.
5. Either party may unilaterally suspend the conduct of an Activity because of extreme hazards or safety concerns. The suspending party shall provide no less than fifteen (15) days prior to 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 pending party shall provide notice of the hazard or safety concern 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 reasonably necessary to correct the reason for such suspension.
6. Upon termination of this Agreement, any permanent fixtures or improvements installed by OIPI in the Park shall be the property of City. OIPI shall retain all other personal property, subject to the following conditions. OIPI shall remove all its personal property, within thirty (30) days after the termination of this Agreement, or as soon as is practicable upon agreement of the parties. If such personal property is not removed, the City may, at its sole discretion, retain such personal property or have such property and improvements removed.

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

## *XII Definitions*

- A. Activities authorized within the Ice Park by the City include creating, operating, maintaining, and funding an ice climbing venue constructed annually by OIPI and comprised of ice falls, climbing routes, anchors, access trails, bridges, causeways, and other related infrastructure.
- B. Commercial Guide Operator (CGO) is defined as those Ice Park users who provide ice climbing guide services to commercial users for monetary remuneration.
- C. Commercial User is defined as those individual users of the Ice Park who hires a CGO to provide them with guide services individually or through a group.
- D. Events are defined as the annual Ouray Ice Festival, All In Ice Festival, Love Your Gorge event, and any UIAA events. OIPI may conduct, manage, or host additional high-impact events within the Ice Park during the Winter Ice Climbing Season upon notification and approval by the City.
- E. High Impact Events are events that require extensive closure of areas of the Ice Park to accommodate the event, or one in which crowding is expected to substantially interfere with other uses of the Ice Park.
- F. Huckstering is the offering of goods, services, or things for sale on public property.
- G. Ice Park Advisory Team (IPAT) is an advisory group, operating under adopted bylaws, consisting of a core team, being two (2) City representatives and two (2) OIPI representatives chosen by mutual agreement of the parties, and five (5) at large members chosen by the core team, to provide an informal venue for the Parties and interested persons to discuss various issues concerning the Ouray Ice Park in good faith, including management, operations, usage, capital planning, long-term strategic planning, succession planning, sustainability, mission, vision, values, recreational interests, commercial interests, economic impact, and similar topics, as well as any disputes concerning operations of the Ice Park by OIPI.
- H. Improvements authorized within the Ice Park by the City include above and below ground water lines and pipes; sprinkler and shower heads; climbing anchors including without limitation bolts, chains, and pruned trees; informational signs; barricades; on-site storage; observation platforms; metal and wooden causeways, bridges, stairs, and ladders; and pedestrian trails.
- I. Institutional Group Events (IGE) are uses of the Park by not-for-profit organizations, who may provide club excursions, educational program outings, or professional training sessions.
- J. Operations authorized within the Ice Park by the City include rock sealing, clearing

vegetation, snow removal, placement of signs and barricades, work on water distribution systems, creating and managing ice for climbing, placement of climbing protection hardware, annually opening and closing the Ice Park for ice and mixed climbing, erecting and decommissioning climbing structures, removal of all temporary property related to the operation of the Ice Park, and the opening and closing of climbing areas within the Ice Park during the winter ice climbing season.

- K. Recreational User is defined as those individual users of the Ice Park who have no guide and are not participating in a clinic, or other group use.
- L. Service Day is the unit of commercial use allocation to CGOs, defined as one guide in the Park with up to four clients, occupying no more than two anchors at a time.
- M. Service Day Allocation is the number of service days a CGO may use in the Ice Park during the allocation period, determined by OIPI every year and used by OIPI to manage the requirement that CGOs and IGEs combined not use more than twenty-five percent of the total visitor capacity during a winter ice climbing season.
- N. Standard Operating Procedures and Risk Management Manual is a manual adopted by the City on May 31, 2020, and maintained and updated annually, if necessary, by OIPI setting forth the operation and safety standards within the Ice Park.
- O. Winter Ice Climbing Season shall be from November 1 until April 30 of each year.

### *XIII Miscellaneous*

- A. OIPI owns and has registered its ownership of the following trademarks: the "Ouray Ice Park" and "Ouray Ice Festival" word marks, as well as other design marks (Marks). No license to use those trademarks or other trademark right, copyright, or other intellectual property right owned or reserved by OIPI is conveyed by this Agreement to the City or any other party or entity. During the term of this Agreement, OIPI may not assign any Marks to a third party without written consent by the City. Upon termination of this Agreement, the City has the right to purchase the Marks owned by OIPI after the effective date of this Agreement. The City shall notify OIPI in writing within ten (10) days after the termination of this Agreement of its intent to exercise its right to purchase. If the City fails to provide such notice, OIPI may retain or assign the Marks to a third party. If the City does provide such notice, OIPI may not assign the Marks to a third party unless the City waives its right to purchase the Marks as provided for in this paragraph. The parties agree that the purchase price of the assignment is equal to the documented and reasonable costs incurred by OIPI to maintain such Marks and prosecute infringement upon those Marks and goodwill valued at \$1,000.00 per Mark so assigned. Any cost associated with the assignment itself shall be borne by the City. The City shall pay OIPI the purchase price within thirty (30) days of the parties agreeing on the purchase price. If the City fails to pay the purchase price within thirty (30) days, it waives its right to purchase the Marks pursuant to the terms of this paragraph. Upon the City's payment, OIPI will assign the purchased Marks and

coordinate with the City to file all required documentation with the United States Patent and Trademark Office, Colorado Secretary of State, and any other applicable agency.

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

To OIPI:

Ouray Ice Park, Inc.  
Attn: OIPI Executive Director  
PO Box 1058, Ouray, CO 81427

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

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

IN WITNESS WHEREOF, the City and OIPI enter this agreement effective the day and year first written above.


CITY OF OURAY:

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

OIPI:

  
\_\_\_\_\_  
Peter O'Neil, Executive Director

Attest

  
\_\_\_\_\_  
~~Melissa M. Drake, Clerk~~  
Silas Clark, CA

**Ouray Ice Park  
First Amendment to  
Revised Comprehensive Management Agreement**

This **FIRST AMENDMENT** to the Ouray Ice Park Revised Comprehensive Management Agreement (Agreement) is made by and between the Ouray Ice Park, Inc. (OIPI), a Colorado non-profit corporation, and the City of Ouray, Colorado (the City), effective March 18, 2024. OIPI and the City (collectively the Parties), agree as follows.

**WHEREAS**, on October 2, 2023, City Council approved a one-year Ice Park management agreement with OIPI with rights to extend so long as the City purchased the Jacobson property.

**WHEREAS**, on December 18, 2023, City Council approved the Conveyance of Real Property and Easement Agreement and Quitclaim Deed in which the City purchased that portion of the Roosevelt Placer used by the Ice Park from Eric Jacobson.

**WHEREAS**, this First Amendment amends Exhibit F and substitute the fully executed and recorded agreement and deed transfer for the portion of the Roosevelt Placer mining claim which the Ice Park operates on and extends the term of this agreement for an additional four (4) years with a right to extend for an additional five (5) years thereafter.

**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 to the following amendments to the Revised Comprehensive Management Agreement, as follows:

1. Exhibit F under Exhibits in the Revised Comprehensive Management Agreement is hereby replaced with Exhibit F attached hereto.
2. Section X (Term) contained in the Revised Comprehensive Management Agreement is repealed and replaced with the following:

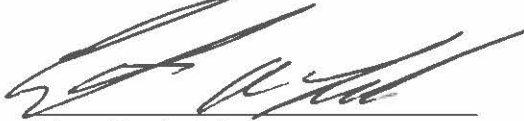
*X Term*

The Term of this Agreement shall be for four years and approximately seven (7) months through September 30, 2028, and including a right of first refusal to extend the agreement for an additional five years, so long as the City continues to operate the Ice Park, is able to extend the easement with Ouray County as identified in Exhibit C incorporated herein, the City was able to meet the conditions contained in Exhibit F, and OIPI is not in breach of this agreement. It is anticipated that OIPI shall have exclusive control of and access to the Ice Park and its facilities from November 1 through April 30, for set-up, shutdown, and operation of the Ice Park facilities. Nothing in this Agreement shall restrict OIPI from engaging in the maintenance or repair of Ice Park facilities and/or other related Ice Park functions at other times of the year, provided that such activities are conducted in such manner as not to materially interfere with other City-authorized uses, activities, or functions of the Ice Park area. At no time shall capital improvements be made to the Ice Park without City approval.

3. All other terms contained in the Revised Comprehensive Management Agreement remain in full force with no further revisions.

IN WITNESS WHEREOF, the City and OIPI enter this agreement effective the day and year first written above.

CITY OF OURAY:



Ethan Funk, Mayor

OIPI



Peter O'Neil, Executive Director

Attest:



Melissa M. Drake, City Clerk



**CONVEYANCE OF REAL PROPERTY AND EASEMENTS AGREEMENT**

**THIS AGREEMENT** is made and entered into effective the 19th day of December 2023, by and between: Eric R. Jacobson, an individual ("Jacobson" or "Grantor"), and the City of Ouray, Colorado, a Colorado home rule municipality ("City" or "Grantee").

**RECITALS**

- A. Jacobson owns real property and rights-of-way known as the Rosevelt Placer (M.S. 16036, Ouray County Parcel No. 4569-0530-0002) and structures thereon, as shown on the U.S. Department of Agriculture Forest Service Plat of Survey, recorded at the Ouray County Clerk and Recorder's office, at Reception No. 207391 ("Rosevelt Placer").
- B. Jacobson also owns real property located at 303 Oak Street, Ouray, Colorado (no parcel number currently designated by Ouray County), on which is located a hydroelectric power plant owned by Jacobson ("Power Plant Parcel")
- C. Jacobson operates a hydroelectric power project under Federal Energy Regulatory Commission License No. 733-010 ("Hydropower Project"), which includes structures, primarily in the form of a penstock, trestles, foot bridges, ladders, catwalks, a reservoir named Ouray Reservoir, a dam and headgate. The Hydropower Project consists of a 100-foot-wide FERC boundary generally centered on the penstock as it crosses land on the Rosevelt Placer, Power Plant Parcel, certain parcels owned by the City, and one parcel owned by Ouray County. The Hydropower Project also includes a storage yard for Hydroelectric Project infrastructure informally known as the Boneyard which is located within or just outside the 100-foot FERC boundary.
- D. Historically, the Ouray Ice Park operated, in part, on lands within the Rosevelt Placer and the FERC boundary.
- E. The City owns Parcels I and II of the Ouray Ice Park Townsite Addition located in Section 31, T.44 N., R. 7 W., and in Section 6, T. 43 N., R. 47 W. (Suspended), according to the "Plat of Survey" signed by Forest Supervisor Charles S. Richmond on 12/14/2011 and recorded in the Ouray County Clerk and Recorder's office on May 7, 2012 at Reception No. 207391 and is located immediately north of and shares a boundary with the Rosevelt Placer.
- F. Jacobson holds a non-exclusive easement for access over City property as set forth in the Grant of Easement, recorded in the official records of Ouray County, Colorado on May 11, 2012, at Reception No. 207435.
- G. In 2018 the Friends of Ouray Via Ferrata, LLC ("Via Ferrata") constructed a via ferrata across certain City property, with a second via ferrata route located partially on the Rosevelt Placer

in 2021.

- H. Jacobson now desires to sell a portion of the Roosevelt Placer to the City, reserving certain easements and subject to certain restrictive covenants and conditions subsequent, as described below.

**NOW THEREFORE**, in consideration of the material Recitals above, the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the sufficiency of which are acknowledged, the parties agree as follows:

1. **Revocation of Prior License.** This instrument fully revokes the License Agreement dated December 7, 2015, recorded in the Ouray County Clerk & Recorder's office on December 14, 2015, at reception number 231634, and the extension granted on May 21, 2018.
2. **Sale of Parcel.** The City shall purchase the portion of the Roosevelt Placer (M.S. 16036) labeled as Tract A in the deed attached **Exhibit 1** ("Deed"), subject to the reservations, deed restrictions, and conditions subsequent set out in the Deed .
3. **County Approval of Property Boundaries.** The City shall, at its expense, take all necessary steps to obtain approval from Ouray County authorizing the revised property boundaries after the conveyance of Tract A. The City shall use its best efforts to accomplish this through a lot line adjustment process. If that is not possible due to conditions outside the City's control, it shall obtain County approval through an exemption process which does not require the formal subdivision of the Roosevelt Placer and which does not compromise the eligibility for an exempt groundwater well permit for the property Jacobson retains (Tract B on Exhibit 1).
4. **County Easement Across Rio Lode Claim.** Grantee agrees to use its best efforts to assist Grantor in obtaining acknowledgement by Ouray County of an easement across Parcel 4569-2010-0008 (commonly known as the Rio Lode Claim), presumed to be 100 feet wide, lying 50 feet on either side of Grantor's pipeline, but in any event comprising all lands with FERC jurisdiction. If Grantee takes ownership of the Rio Lode Claim in the future, it agrees to acknowledge the existence of the above-described easement in writing within a reasonable time.
5. **Revocation of Prior Easement.** Grantor shall cause the Recreational Operations and Access Easement, dated May 27, 2023, and recorded with the Ouray County Clerk and Recorder's office at Reception No. 234945, to be fully revoked prior to signing this Agreement.
6. **Conditions Subsequent.** The Parties agree that all of the conditions subsequent set out in the Deed must be met within the time stated for each condition in that exhibit. Once all conditions are met, Jacobson agrees to sign an acknowledgment of that fact which may be recorded with the Ouray County Clerk and Recorder. Only upon the recording of that acknowledgment will the conditions be deemed satisfied under the Deed and this

**Agreement.**

- 7. Prorated Taxes and Insurance.** No money for the proration of any taxes or insurance shall be required. The City is responsible for any real property taxes due and owing.
- 8. Naming Rights.** Jacobson's successors, assigns, and heirs, shall, for a period of five years after the death of Eric R. Jacobson, have the right to name Tract A, which name shall be used by the City in connection with any recreation uses upon approval of the City, which approval shall not be unreasonably withheld.
- 9. Grant of Temporary Easements.**
  - a. City to Jacobson.** Until the easements described in Conditions Subsequent 3.a.-3.i. of the Deed are granted permanently, the City hereby grants to Jacobson temporary easements as described in those Conditions 3.a.-3.i. Jacobson hereby agrees that it shall indemnify, defend, and hold harmless the City, its officers, employees, insurers, and self-insurance pool for any violations incurred under any laws or regulations, or for judgments, claims, or demands assessed against the City in connection with the Jacobson's use or occupancy of the easements granted in this **paragraph 8.a**, and the conditions contained herein. Jacobson's indemnification of the City shall include any loss by personal injury, loss of life, or damage to property in connection with the occupancy or use of these easements. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, third party claims and judgments, and all administrative, interest, and other legal costs including attorney fees.
  - b. Jacobson to City.** Until the easements described in Conditions Subsequent number 6 of the Deed are granted permanently, Jacobson hereby grants to the City temporary nonexclusive easements as described in that Condition 6. The easements granted pursuant to this paragraph shall be limited to the extent necessary to avoid violation of requirements of the Federal Energy Regulatory Commission. To the fullest extent permitted by law, the City hereby agrees that it shall indemnify, defend, and hold harmless Jacobson, his heirs, successors, and assigns for any violations incurred under any laws or regulations, or for judgments, claims, or demands assessed against Jacobson in connection with the City's or the public's use or occupancy of the easements granted in this **paragraph 8.b**. The City's indemnification of Jacobson shall include any loss by personal injury, loss of life, or damage to property in connection with the occupancy or use of this easement. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, third party claims and judgments, and all administrative, interest, and other legal costs including attorney fees.

- 10. City's Indemnification and Duty to Defend.** With regard to public use or access to City property on which Jacobson has infrastructure or holds an easement, the City hereby agrees that it shall indemnify, defend, and hold harmless Jacobson, his heirs, successors, and assigns for any violations incurred under any laws or regulations, or for judgments, claims, or demands assessed against Jacobson in connection with the City's or the public's use or occupancy of such easements or infrastructure. The City's indemnification of Jacobson shall include any loss by personal injury, loss of life, or damage to property in connection with the occupancy or use of this easement. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, third party claims and judgments, and all administrative, interest, and other legal costs including attorney fees.
- 11. Jacobson's Indemnification and Duty to Defend.** With regard to use or access to City property on which Jacobson has infrastructure or holds an easement, the Jacobson hereby agrees that it shall indemnify, defend, and hold harmless the City, its officers, employees, insurers, and self-insurance for any violations incurred under any laws or regulations, or for judgments, claims, or demands assessed against the City in connection with Jacobson's use or occupancy of such easements or infrastructure. Jacobson's indemnification of the City shall include any loss by personal injury, loss of life, or damage to property in connection with the occupancy or use of this easement. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, third party claims and judgments, and all administrative, interest, and other legal costs including attorney fees.
- 12. Cooperation with Regard to FERC.** The City agrees to cooperate in good faith with Jacobson to assist in his efforts to comply with FERC and to obtain the release from FERC of its jurisdiction over the Hydroelectric Project.
- 13. Notices.** All notices or other documents required or authorized to be sent by one party to the other shall be in writing and shall be deemed given to a party when personally delivered, or when deposited in the United States certified mail, sufficient postage prepaid, return receipt requested, addressed as follows:

If to Jacobson:

Eric C. Jacobson  
P.O. Box 1385  
Ouray, CO 81427

If to the City:

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

14. **Third Party Beneficiaries.** There is no third-party beneficiary arising in connection with this agreement.
15. **Duty of Good Faith.** The Parties agree that they owe each other a duty of good faith as they abide by and fulfill their respective obligations and duties under this agreement and, in furtherance thereof, agree to work together for the common good of both Parties to effectuate, as fully as possible, their respective mutual interests and their stated intent as expressed in this Easement.
16. **Entire Agreement.** This agreement contains the entire understanding of the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. This agreement may not be modified or amended except in writing signed by all the parties hereto.
17. **Choice of Law, Jurisdiction and Venue.** The law of the State of Colorado shall govern the validity, performance, and enforcement of this agreement. Any disputes arising under this agreement shall be decided by a court of competent jurisdiction in Ouray County, Colorado.

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

Seller and Grantor:

  
Eric R. Jacobson, individually

Buyer and Grantee:

  
Ethan Funk, Mayor

Attest:

  
Melissa M. Drake, Clerk

Silas Clarke, City Administrator

**QUITCLAIM DEED**

THIS DEED, made this 19<sup>th</sup> day of December, 2023, between **Eric R. Jacobson**, Grantor, and the **City of Ouray**, Colorado, a Colorado home rule municipality, Grantee;

Grantor, subject to and in consideration of the covenants and conditions set out below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has remised, released, sold, and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM to Grantee and Grantee's heirs, successors, and assigns, forever, all the right, title, interest, claim, and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying, and being in the County of Ouray and State of Colorado, described as follows:

Tract A, as shown in the survey attached as Exhibit A and legally described in the attached Exhibit B. The Parties do not intend for this conveyance to include any land within the jurisdiction of the Federal Energy Regulatory Commission ("FERC"). If any land described in Exhibits A or B should later be found to lie within the boundary of FERC's jurisdiction, the Parties agree that such land will be excluded from this conveyance.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, and benefit of Grantee and Grantee's heirs, successors, and assigns forever.

**DEED RESTRICTION:** This conveyance is subject to the deed restriction that the use of Tract A shall be limited to public park purposes, including public outdoor recreation such as ice climbing and a via ferrata.

**CONDITIONS SUBSEQUENT:** This conveyance is also subject to the conditions subsequent set forth in the attached Exhibit C. If those conditions subsequent are not satisfied within the time set forth for each condition in Exhibit C, Tract A shall immediately and automatically revert to Grantor. For the purposes of this provision, the conditions set out in Exhibit C will not be deemed to have been satisfied until Grantor or his successor, heirs or assigns has signed a statement to that effect and such statement has been recorded with the Ouray County Clerk and Recorder, and such signed statement shall not be unreasonably withheld.

**RESERVATION OF EASEMENT:** Grantor reserves a permanent, nonexclusive easement for any lawful purpose which shall be 50 feet in width and centered along the road commonly referred to as the Perimeter Trail as it crosses the northeast corner of Tract A. This easement shall run with the land and shall benefit Grantor's land identified in Exhibit B as Tract B.

Deed - Jacobson to City of Ouray  
(Page 1 of 2)

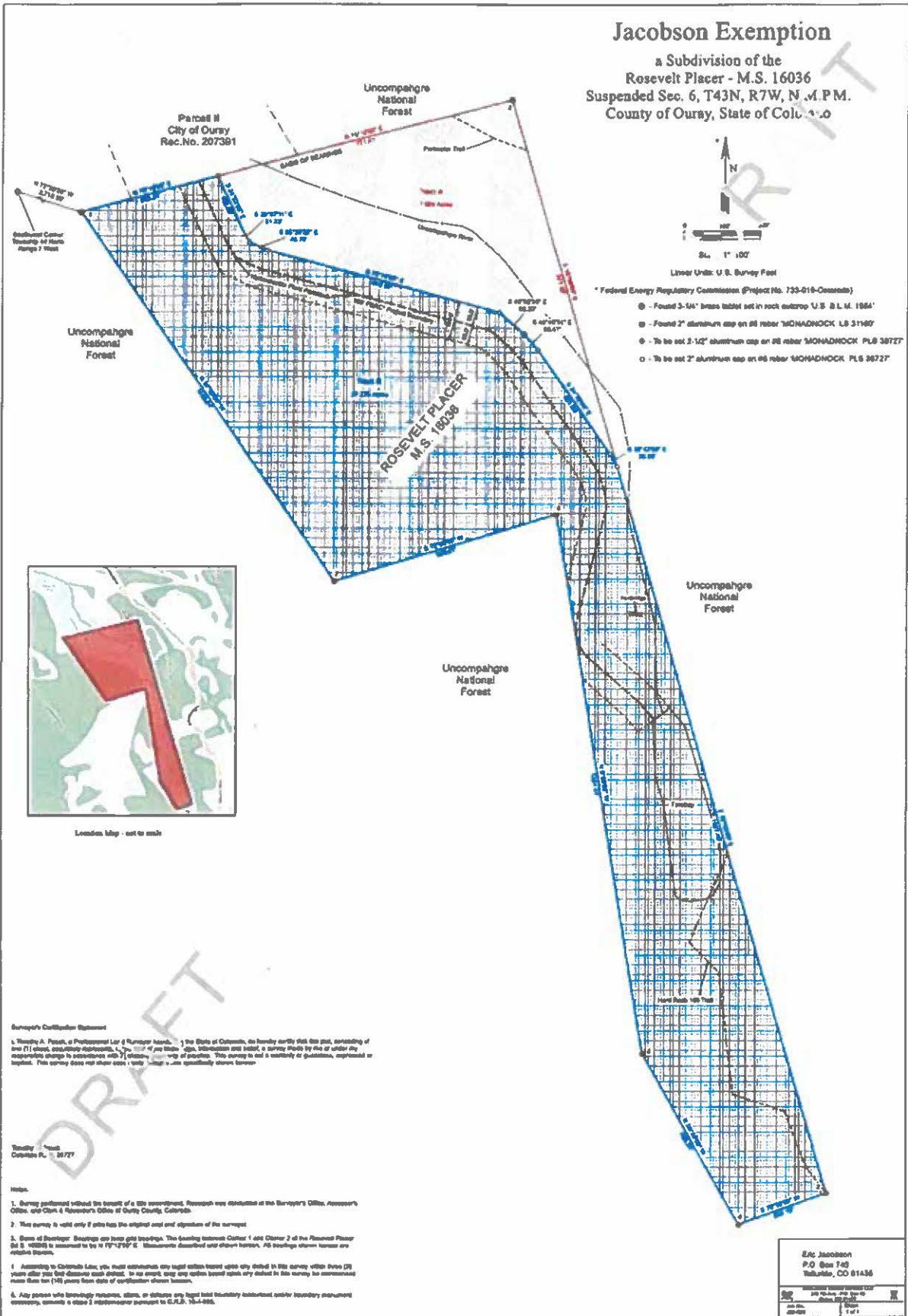
*Exhibit 1 to  
Conveyance of Real Property and Easements Agreement*



# EXHIBIT A SURVEY

## Jacobson Exemption

a Subdivision of the  
Roosevelt Placer - M.S. 16036  
Suspended Sec. 6, T43N, R7W, N.M.P.M.  
County of Ouray, State of Colorado



**Surveyor's Certification Statement**

I, Timothy A. Peck, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this plan, consisting of one (1) sheet, substantially represents, to the best of my knowledge, information and belief, a survey made by me or under my responsible charge in accordance with the laws of the State of Colorado. This survey is not a warranty or guarantee, expressed or implied. This survey does not show areas of timber, crops or any specifically shown features.

Timothy A. Peck  
Colorado P.L.S. # 36727

**Notes:**

1. Survey performed without the benefit of a title examination. Research was conducted at the Surveyor's Office, Assessor's Office, and Clerk & Recorder's Office of Ouray County, Colorado.
2. This survey is valid only if it has the original seal and signature of the surveyor.
3. Some of Boundary Beasleys are brass pipe bearings. The bearing nearest Corner 1 and Corner 2 of the Roosevelt Placer (M.S. 16036) is assumed to be 17° 23' 00" E. Measurements described until shown better. All bearings shown unless any other shown.
4. According to Colorado Law, this plan constitutes any legal action taken upon any defect in this survey within three (3) years after this first anniversary date thereof. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from date of certification of this survey.
5. Any person who knowingly removes, alters, or defaces any legal land boundary monument and/or boundary monument necessary, commits a class 2 misdemeanor pursuant to C.R.S. 18-6-505.

Eric Jacobson  
P.O. Box 740  
Silverton, CO 81436

**EXHIBIT B**  
**LEGAL DESCRIPTIONS**

**TRACT A**

**A PARCEL OF LAND WITHIN THE ROSEVELT PLACER, M.S. 16036, IN SUSPENDED SECTION 6, TOWNSHIP 43 NORTH, RANGE 7 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF OURAY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT CORNER NO. 2 OF THE ROSEVELT PLACER, M.S. 16036, IN SUSPENDED SECTION 6, TOWNSHIP 43 NORTH, RANGE 7 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF OURAY, STATE OF COLORADO, DEFINED BY A 3/4" REBAR AND 2" ALUMINUM SURVEY CAP, LS 31160, SET IN A ROCK OUTCROP AND MOUND OF STONES, WHENCE CORNER NO. 1 OF SAID ROSEVELT PLACER, DEFINED BY A 3/4" REBAR AND 2" ALUMINUM SURVEY CAP, LS 31160, SET IN THE GROUND WITH A MOUND OF STONES, BEARS SOUTH 75°12'00" WEST, A DISTANCE OF 1129.72 FEET, ALL BEARINGS HERE WITHIN DESCRIBED BEING RELATIVE THERETO;**

**THENCE SOUTH 16° 08' 00" EAST ALONG LINE 2 – 3 OF THE ROSEVELT PLACER, A DISTANCE OF 971.45 FEET;**

**THENCE NORTH 29° 42' 00" WEST, FOR A DISTANCE OF 36.36 FEET;**

**THENCE NORTH 34° 39' 00" WEST, FOR A DISTANCE OF 321.84 FEET;**

**THENCE NORTH 40° 46' 31" WEST, FOR A DISTANCE OF 55.47 FEET;**

**THENCE NORTH 49° 02' 30" WEST, FOR A DISTANCE OF 82.23 FEET;**

**THENCE NORTH 75° 19' 09" WEST, FOR A DISTANCE OF 610.97 FEET;**

**THENCE NORTH 65° 20' 32" WEST, FOR A DISTANCE OF 48.70 FEET;**

**THENCE NORTH 29° 37' 11" WEST, FOR A DISTANCE OF 31.23 FEET;**

**THENCE NORTH 24° 53' 55" WEST, FOR A DISTANCE OF 156.09 FEET TO LINE 1 – 2 OF SAID ROSEVELT PLACER;**

**THENCE NORTH 75° 12' 00" EAST, FOR A DISTANCE OF 771.41 FEET TO CORNER 2 OF THE ROSEVELT PLACER, THE POINT OF BEGINNING, SAID PARCEL CONTAINING 7.554 ACRES MORE OR LESS, ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.**

**TRACT B**

**A PARCEL OF LAND WITHIN THE ROSEVELT PLACER, M.S. 16036, IN SUSPENDED SECTION 6, TOWNSHIP 43 NORTH, RANGE 7 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF OURAY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT CORNER NO. 1 OF THE ROSEVELT PLACER, M.S. 16036, IN SUSPENDED SECTION 6, TOWNSHIP 43 NORTH, RANGE 7 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF OURAY, STATE OF COLORADO, DEFINED BY A 3/4" REBAR AND 2" ALUMINUM SURVEY CAP, LS 31160, SET IN A ROCK OUTCROP AND MOUND OF STONES, WHENCE CORNER NO. 2 OF SAID ROSEVELT PLACER, DEFINED BY A 3/4" REBAR AND 2" ALUMINUM SURVEY CAP, LS 31160, SET IN THE GROUND WITH A MOUND OF STONES, BEARS NORTH 75°12'00" EAST, A DISTANCE OF 1129.72 FEET, ALL BEARINGS HERE WITHIN DESCRIBED BEING RELATIVE THERETO;**

**THENCE NORTH 75° 12' 00" EAST, ALONG LINE 1 – 2 OF THE ROSEVELT PLACER, A DISTANCE OF 358.31 FEET;**

**THENCE SOUTH 24° 53' 55" EAST, FOR A DISTANCE OF 156.09 FEET;**

**THENCE SOUTH 29° 37' 11" EAST, FOR A DISTANCE OF 31.23 FEET;**

**THENCE SOUTH 65° 20' 32" EAST, FOR A DISTANCE OF 48.70 FEET;**

**THENCE SOUTH 75° 19' 09" EAST, FOR A DISTANCE OF 610.97 FEET;**

**THENCE SOUTH 49° 02' 30" EAST, FOR A DISTANCE OF 82.23 FEET;**

**THENCE SOUTH 40° 46' 31" EAST, FOR A DISTANCE OF 55.47 FEET;**

**THENCE SOUTH 34° 39' 00" EAST, FOR A DISTANCE OF 321.84 FEET;**

**THENCE SOUTH 29° 42' 00" EAST, FOR A DISTANCE OF 36.36 FEET TO LINE 2 – 3 OF SAID ROSEVELT PLACER;**

**THENCE SOUTH 16° 08' 00" EAST, ALONG LINE 2 – 3 OF SAID ROSEVELT PLACER, FOR A DISTANCE OF 1927.49 FEET TO CORNER 3 OF SAID ROSEVELT PLACER;**

**THENCE SOUTH 70° 30' 00" WEST, FOR A DISTANCE OF 236.13 FEET TO CORNER 4 OF SAID ROSEVELT PLACER;**

**THENCE NORTH 29° 35' 00" WEST, FOR A DISTANCE OF 499.21 FEET TO CORNER 5 OF SAID ROSEVELT PLACER;**

THENCE NORTH 9° 05' 00" WEST, FOR A DISTANCE OF 1391.41 FEET TO CORNER 6 OF SAID ROSEVELT PLACER;

THENCE SOUTH 72° 58' 00" WEST, FOR A DISTANCE OF 589.07 FEET TO CORNER 7 OF SAID ROSEVELT PLACER;

THENCE NORTH 34° 30' 00" WEST, FOR A DISTANCE OF 1139.91 FEET TO CORNER 1 OF SAID ROSEVELT PLACER, THE POINT OF BEGINNING, SAID PARCEL CONTAINING 27.275 ACRES MORE OR LESS, ALL THE COUNTY OF OURAY, STATE OF COLORADO.

**EXHIBIT C**

**CONDITIONS SUBSEQUENT TO QUITCLAIM DEED FROM ERIC JACOBSON TO CITY OF OURAY**

CONDITION	DEADLINE
1. Grantee shall take all necessary measures to obtain approval from Ouray County of the new property boundaries after the conveyance of Tract A. Grantee shall use its best efforts to accomplish this through a lot line adjustment process. If that is not possible due to conditions outside Grantee's control, Grantee shall obtain County approval through an exemption process which does not require the formal subdivision of the Roosevelt Placer and which does not compromise Grantor's retained Tract B's eligibility for an exempt groundwater well permit. Grantor agrees to use its best efforts to assist the City to accomplish this County approval.	2 years from execution of the Deed
2. The easement for the Perimeter Trail reserved in the deed shall be clarified by preparation of a legal description and survey at Grantee's expense, which shall be signed by Grantor and Grantee and recorded with the Ouray County Clerk and Recorder	2 years from execution of the Deed
3. The Grantor and Grantee shall execute an easement agreement in which Grantee acknowledges the existence of the following perpetual easements across City Parcel for ingress, egress, and access for any lawful purpose, which easements will be identified with a legal description or a survey, and which will be recorded with the Ouray County Clerk and Recorder:	
a. A pipeline easement along the Grantor's water pipeline, 50 feet on either side.	2 years from execution of the Deed
b. An access easement 30 feet in width along the Ice Park Road for ingress and egress to Lot B on Exhibit B.	2 years from execution of the Deed
c. An access easement 20 feet in width along the path running due south from the Via Ferrata check in structure to the Ice Park Road.	2 years from execution of the Deed
d. An access easement 20 feet in width along a path running southwest from the Via Ferrata check in structure to the Ice Park Road.	2 years from execution of the Deed
e. An access easement 20 feet in width located approximately 150 feet northwest of the last easement described and running northerly from the Ice Park Road to Grantor's pipeline.	2 years from execution of the Deed
f. An access easement 20 feet in width located northwest of the City's water tank and south of Dick's Chalet running northeasterly from the Ice Park Road to Grantor's pipeline.	2 years from execution of the Deed
g. Easement for access to Dicks Chalet, including right to access for purpose of operating, inspecting, maintaining, improving, or modifying Grantor's pipeline and valve, which is located in the Chalet. This easement includes the right to modify or repair the Chalet itself if necessary and convenient for the above-described access if the Chalet should fail to be maintained by other parties.	2 years from execution of the Deed

<p>h. An access easement 20 feet in width across Grantee's parcel number 4515-3130-0005 from Box Canyon Drive approximately 150 feet west of the intersection with 3<sup>rd</sup> Avenue and running southeasterly to Grantor's parcel (not currently designated with a parcel number by County Assessor).</p>	<p>2 years from execution of the Deed</p>
<p>i. An access easement along Box Canyon Drive where Grantor's pipeline is located under Box Canyon Drive, including agreement by Grantee that it will make reasonable efforts to temporarily reroute traffic and allow Grantor two-way access along the road.</p>	<p>2 years from execution of the Deed</p>
<p>4. Grantee will take reasonable measures to legally establish and permanently preserve public access across the Perimeter Trail where it crosses the corner of Tract A to allow the public to connect the Perimeter Trail on United States Forest Service land on either side of Tract A.</p>	<p>2 years from execution of the Deed</p>
<p>5. Grantor will grant to Grantee easements 20 feet wide across Grantor's Tract B along (1) the Perimeter Trail, (2) the Hard Rock 100 Trail, and (3) the trail with the bridge across the canyon, each for public use. The City will accept liability for such public use of those easements and will execute a written agreement indemnifying Grantor and creating a duty to defend.</p>	<p>2 years from execution of the Deed</p>
<p>6. Grantee will convey to Grantor the property commonly known as the Wilson Tract, located east of Oak Street and north of 3<sup>rd</sup> Avenue (not currently designated with a parcel number by Ouray County).</p>	<p>2 years from execution of the Deed</p>
<p>7. Grantee and Grantor will either execute an easement agreement in favor of Grantee establishing the location and scope of use of an easement for the geothermal water pipeline Grantee installed through Grantor's power plant property, or in the alternative, Grantee will relocate that pipeline according to terms acceptable to Grantor and Grantee and Grantee will execute a mutually agreeable easement agreement for the pipeline in that new location. That easement agreement will also include a grant of a perpetual easement by Grantee in favor of Grantor for the installation of pipelines across Grantee's property as reasonably necessary and convenient for the delivery of water to Grantor's Power Plant Property.</p>	<p>5 years from execution of the Deed</p>
<p>8. Grantee will take appropriate measures to provide legal guarantee that Grantor's power plant property can remain on septic, as promised when Grantee relocated the sewer line that historically served that property.</p>	<p>2 years from execution of the Deed</p>

THIS DOCUMENT IS AN EXCERPT FROM A LARGER WORK UNDER  
PRODUCTION CONCERNING MEETING PROCEDURE FOR  
COLORADO LOCAL GOVERNMENTS  
February 2021

# ***Bob's Rules of Order***

## **SIMPLIFIED PARLIAMENTARY RULES OF ORDER FOR COLORADO LOCAL GOVERNMENTS**

**Robert C. Widner**

Attorney & Counselor at Law  
Widner Juran LLP  
Centennial, Colorado  
*[rwidner@lawwj.com](mailto:rwidner@lawwj.com)*  
[www.lawwj.com](http://www.lawwj.com)

This document is protected by copyright. Permission for use of all or a portion of this work for the limited purpose of adopting parliamentary procedures will be granted upon request by any municipality, county, or other governmental or quasi-governmental agency provided that attribution is made to the source of the document through inclusion of the following footnote appearing within the document:

All or a portion of this document is derived from *Bob's Rules of Order* authored and copyrighted (2020) by Robert C. Widner and is reprinted by express permission of the author.

Any municipality, county, or other governmental or quasi-governmental agency may obtain a Microsoft Word version of *Bob's Rules of Order* upon request sent to the author, Robert C. Widner at [rwidner@lawwj.com](mailto:rwidner@lawwj.com) or Widner Juran LLP, 13133 E. Arapahoe Road, Suite 100, Centennial, Colorado 80112. Permission for use by others can be requested by contacting the author.

## Introduction

Efficient and well-run public meetings are a necessity for local government. An efficient and well-run meeting allows all scheduled business to be accomplished, voices to be equally heard, and differences of opinion to be aired amicably. Whether the meeting issues are deeply challenging and emotional or simply ministerial and non-confrontational, a well-run meeting leaves all participants feeling that the decisions made during the meeting are the product of fairness, equality, and respect. Poorly run meetings can undermine confidence in local government by allowing a perceived inequality among participants when engaged in debate and discussion, injecting conflict and argument between the participants, and adding confusion to the decision-making process and uncertainty in the eventual decision. A set of standardized rules of order or procedure which are both fully understood and routinely employed by meeting participants are a critical component to efficiency in meetings.

*Robert's Rules of Order*<sup>1</sup> is perhaps the most widely known set of rules offered to facilitate and manage meetings. Beginning with the pocket handbook first published in 1878, and with significant rewriting and amendment since that time, *Robert's Rules of Order* has evolved into a complex tool for meeting management. *Robert's Rules* totals an astounding 716 pages.<sup>2</sup> No fewer than two dozen independent publications are available to help meeting participants better understand, decipher, and interpret *Robert's Rules* including a *Robert's Rules for Dummies* publication<sup>3</sup> and a *Complete Idiot's Guide to Robert's Rules*.<sup>4</sup> Because an effective meeting necessarily requires meeting participants to equally understand the procedural rules governing the meeting, *Robert's Rules of Order* can prove to be an ineffective tool in conducting the meetings of local government.

Notwithstanding the unsuitability of *Robert's Rules of Order* to manage local government meetings, many communities incorporate *Robert's Rules* into their local meeting procedures by reference in local codes and policies. The incorporation of *Robert's Rules* into local government meeting procedures almost always results, not from an express acknowledgment that *Robert's Rules* will be suitable for use in the local government setting, but perhaps from a blind assumption that *Robert's Rules* will best guide meeting procedure because is the most recognized set of procedural rules. Few people have fully read *Robert's Rules* and fewer understand that *Robert's Rules* contain processes and procedures that Colorado local government might deem unacceptable.<sup>5</sup>

"*Bob's Rules of Order*" is intended as a simplified set of rules better suited to manage Colorado local government meetings. Although *Bob's Rules of Order* calls upon some of the basic concepts offered by *Robert's Rules*, *Bob's Rules of Order* pares down the available motions to those essential to advance the goal of running an efficient public meeting for Colorado local government.

---

<sup>1</sup> Henry M. Robert III and others, *Robert's Rules of Order Newly Revised*, 11th ed. (Da Capo Press, 2011).

<sup>2</sup> Id. The total pages are inclusive of 92 pages of summary charts and indexes.

<sup>3</sup> C. Allen Jennings, *Robert's Rules for Dummies*, (New Jersey, John Wiley & Sons Inc., 2016).

<sup>4</sup> Nancy Sylvester, *The Complete Idiot's Guide to Robert's Rules*, (New York, Penguin, 2010)

<sup>5</sup> For example, *Robert's Rules of Order* includes provisions for the summary imposition of penalties against members who breach *Robert's Rules*, up to and including expulsion from the meeting and removal from membership on the body. See Chapter XX, *Robert's Rules of Order*.

*Robert's Rules* authorize a process and imposition of penalties for undefined conduct and actions taken by members outside of meetings which is deemed unacceptable by the body. Id.

## Legal Advice and Disclaimers

*Bob's Rules of Order* does not offer legal advice. The *Rules* are offered to assist local government when considering the creation or implementation of local rules of order that will become a helpful tool in conducting more efficient public meetings.

When deciding practice and procedures for meetings, local governments should always inquire first to their local attorney. The local attorney is best suited to both understand the application of the laws affecting the local government and how to integrate the applicable law into the common or historic practice, procedures, and needs of the community. All legal advice involves an assessment of risk based on full knowledge of the law, the client, and the client's circumstances. Only the local attorney has the knowledge to best advise the local government in deciding the proper rules of order and procedure to govern meetings. In short, it is not a best practice to blindly apply the recommendations of *Bob's Rules* without consulting local legal counsel.

## Terminology

Certain words and phrases are used throughout *Bob's Rules of Order* refer to actions or persons involved in a meeting. Some of these words and phrases are capitalized to remind the reader that the word or phrase has a specifically defined meaning.

**Amendment (or to Amend)** - An amendment is a motion to change, to add words to, or to omit words from a pending main motion. The amendment is usually intended to clarify or improve the wording of the original motion and must, of course, be germane to that motion.

**Body** – The formally constituted organization commissioned with the obligation and duty to act on behalf of the local government.

**Chairperson** – The person appointed or elected to preside over the meeting.

**Floor** – The privilege or right to speak to the body.

**Member** – A person appointed or elected to hold office as a recognized participant of the body.

**Motion** – A formal proposal seeking specific action by the body typically preceded by the words "I move that ..." or "I make a motion that ...." Motions are generally introduced by voice but may be presented to the body in writing.

**Moving Party** – The Member presenting a motion or point for action by the body.

**Out of Order** – An action that fails to comport with these *Rules of Order*.

**Point** – A declaration of a member addressed to the chairperson requesting to bring before the body a matter for immediate decision or resolution. There are three recognized points: (1) Point or Order; (2) Point of Information; and (3) Point of Appeal.

**Second** – An oral declaration by a Member to express that a motion offered to the body should receive debate or discussion.

## Key Assumptions

Certain assumptions are incorporated into *Bob's Rules of Order*. Each of these assumptions are subject to rejection or modification by the Body in the development of the local rules of order to render *Bob's Rules* consistent with the local practices and procedures of the local government.

- ***The Chairperson Serves as the Parliamentarian:***
- ***Abstaining from Voting is not Permitted.***
- ***A Conflict-of-Interest Mandates Recusal from Voting:***
- ***A Motion is Not a Prerequisite to Discussion or Debate on a Matter.***

These assumptions are each clarified below:

- ***The Chairperson Serves as the Parliamentarian:***

During a meeting, decisions regarding the proper application of the *Rules* will be required. For example, a determination will need to be made during a meeting that a particular motion is, or is not, Out of Order (*i.e.*, appropriate for presentation under the *Rules*). “Parliamentarian” is the customary term used to identify the person with a solid understanding of the meeting rules and who is commissioned to render decisions on the applicable and proper procedure.

The practice in most government meetings is to assign the role of parliamentarian to the person in charge of the procedure and flow of the meeting – that is, the chairperson.

In some local governments, the role of parliamentarian is assigned to the clerk, attorney, or other administrative support or staff person. This assignment of the role to a person other than the chairperson can prove challenging; the parliamentarian will often be seen as “taking sides” on a ruling of procedure. Asking an administrative support or staff person to render a ruling between potentially conflicting positions held by body members who may control or supervise the administrative person is often seen as ill-advised and places the administrative person in an awkward position.

- ***Abstaining from Voting is not Permitted.***

Whether a member is elected, appointed, or volunteered to serve the body, an underlying assumption is that the member agreed to perform the duties of the position unless prevented by law.<sup>6</sup> A member may wish to “abstain” (*i.e.*, not declare a formal vote or position) due to a myriad of reasons which may include a simple desire to avoid being placed on the record in support or opposition of a proposition. Such an abstention for personal reason or convenience constitutes a neglect of the duty freely accepted by the elected or appointed member to represent the body and the public and, therefore, is not permitted by these *Rules of Order*.

Abstentions can undermine the required vote of the body. Taken as an expression that the member is not declaring a vote and therefore no vote by the member will be recorded, an abstention or possible multiple abstentions can reduce the body's vote total below the

---

<sup>6</sup> See *A Conflict-of-Interest Mandates Recusal from Voting*, below.

number necessary to enact a proposition or motion. For example, for a vote requiring a majority of a 5-member body, an abstention of two members will allow the vote to be approved by only 2 of the voting members or less than the quorum of the body.

The potential for abstention places the body at risk that the body will not have a sufficiently representative number of voting members after devoting considerable time and effort in reaching the point of rendering a decision. Combined with the abstaining member's active participation in the debate and deliberation before declaring an abstention, the member can effectively influence the body's decision yet evade taking a public position on the motion or proposition. Such practice should be viewed as incompatible or inconsistent with the concept of open, transparent, and representative government.

When a member expresses an otherwise unpermitted abstention on a vote, the *Rules of Order* deem the abstention as an affirmative vote or declaration in favor of the proposition which is pending before the body. For example, if a body member votes to "abstain," the clerk will record the vote as a "yes" vote or as an affirmative expression of support for the pending proposition. If the abstaining member objects to the recording of her abstention as an affirmative vote because then member does not affirmatively support the motion, the member is afforded an easy solution, which is to vote "no" on the motion.

The alternative to the recording of the abstention as an affirmative or "yes" vote and, instead, to record the abstention as a "no" vote, will allow members to defeat a motion without taking a specific position on the motion. In other words, the recorded vote on a motion by seven voting members could be 3 votes in favor by declaration of a "yes" vote, 2 votes in opposition by declaration of a "no" vote, and 2 votes to "abstain" which are then recorded as "no" votes. As a result, the motion is defeated upon a 3-4 vote without a majority of members publicly committing to a "no" or negative position on the vote. Such a scenario should be considered as antithetical to open, transparent, and representative government.

- ***A Conflict-of-Interest Mandates Recusal from Voting:***

When a member faces a lawfully recognized conflict of interest, the member shall recuse<sup>7</sup> themselves from all participation in the matter and shall not vote. Moreover, the conflicted member shall not be permitted to influence the body by participation in the consideration, deliberation, or debate on the matter and may not seek to influence individual members outside of the public meeting or the hearing. Mandating that a member recuse themselves from advocating and voting on a matter due to a conflict of interest is lawfully permitted and a member has no personal constitutional right to participate or vote where a conflict exists.<sup>8</sup> Colorado provides a limited single exception to this rule where (i) the conflict

---

<sup>7</sup> Recusal is not the equivalent to abstention. Abstention is "the withholding of a vote;" whereas recusal is "the [removal] of oneself as judge or policy maker in a particular matter, especially because of a conflict of interest." Black's Law Dictionary (8<sup>th</sup> Ed. 2004). Abstention, if allowed, permits the member to participate in the proceeding and, prior to the vote, to make a declaration that the member will not vote for reasons often unstated, and which can include personal preference, indifference, lack of information, or possibly a perceived conflict of interest. In contrast, recusal precludes the member from participation in any aspect of the matter because to participate or to vote would subject the member or the member's organization to liability.

<sup>8</sup> *Nevada Commission on Ethics v. Carrigan*, 564 U.S. 117 (2011)

arises from a personal or private interest; (ii) a quorum cannot be maintained if the member is excluded; and (iii) the member makes a required disclosure to the secretary of state.<sup>9</sup>

What constitutes a conflict of interest is difficult to summarize. State law recognizes a number of conflicts of interests in statute which are unfortunately not well defined. In addition, many local rules of procedure recognize other circumstances in which a member is not lawfully permitted to participate due to a conflict of interest. As a result, the body's attorney should always be consulted in advance of the meeting regarding a potential conflict of interest. In nearly all situations, the determination of a legally recognized conflict of interest will involve an evaluation of the particular facts surrounding the conflict, the form of decision pending before the body, and the potential for a vote to be entered notwithstanding a conflict of interest.

A declaration that a member has a conflict of interest is not addressed by a declaration to "abstain." Abstention is a declaration of a desire not to vote on a matter for which the member may otherwise lawfully participate and vote. The existence of a conflict of interest creates a legal impediment to participation and voting which can subject the member and the body to potential legal liability.

Recusal from participation due to a conflict of interest should be offered before the body *prior to* or at the *initial opening* of the matter on the agenda. For example, the conflicted member should seek the floor at the initial opening of the matter and proclaim that, "Madam Chairperson, following consultation with our attorney and due to a conflict of interest, I must respectfully recuse myself from all participation in this matter." It is customary for the conflicted member, following declaration of recusal, to leave the dais of the body and take a seat either in the audience or outside the meeting room for the entire consideration of the matter.

- **A Motion is Not a Prerequisite to Discussion or Debate on a Matter.**

In some meeting rules of order, a motion is a necessary prerequisite to discussion or debate. However, such a practice is generally inconsistent with the common practice of local government meetings. Oftentimes, discussion on a problem or proposition sets the basis or background that will lead to an appropriately stated motion. The basis or background more often enables the motion to be tailored to the viewpoints and comments offered during discussion offered prior to any motion. It is not infrequent that a hastily stated motion is later withdrawn or modified following discussion. As a result, efficiency is achieved by permitting motions to be made at an appropriate time which may be before, during, or following robust discussion or deliberation on a matter.

## **General Rules Governing the Meeting**

- Quorum Required. A majority of the members of the Body in office shall constitute a quorum for the transaction of business at all meetings where a quorum is required. In the absence of a quorum, the Body's chairperson, vice chairperson, other officer, or the administrative staff person serving the Body may announce that the meeting is continued due to lack of a quorum and such announcement

---

<sup>9</sup> See C.R.S. § 24-18-110.

may include the date, time, and place at which the meeting will be re-convened. By way of example, such announcement may state: "Due to lack of quorum, this meeting is continued to the [state date, time, and place]." In the event any meeting is adjourned to a later date, the Chairperson or the administrative staff person serving the Body shall prepare and cause to be delivered to each member of Body timely notice setting forth the date and hour to which such meeting has been continued. Any announcement of a continuation without a public announcement of the date, time, and place of the continued meeting shall require the issuance of new notice for any public hearings or other matters that require notice.

- Floor Required to Address Body. Except when raising a Point (Point of Order, Point of Information, or Point of Appeal), a Member must first be recognized by the Chairperson and be given the floor in order to address the Body. Speaking without first obtaining the floor is out of order.
- Time Limit for Floor. A Member's right to the floor is limited to five (5) minutes. A Member may request that the Chairperson grant additional time. Such request should customarily be granted by the Chairperson unless the Chairperson determines that other Members are waiting to be recognized to obtain the floor or that meeting efficiency necessitates that the requested extension be denied. When one Member is denied a request for an extension of time to speak, no other Member shall be granted an extension of time for the same agenda item. Speaking in excess of the allocated time is out of order.
- Limitation on Obtaining Floor. A Member should only speak once to any motion or matter under debate until such time that all others seeking the floor have been provided an opportunity to speak to the motion. Obtaining the floor after previously speaking when other members are waiting an opportunity to speak is out of order.
- No Interruptions or Side Discussions. To maintain a clear recorded meeting record, only one person shall speak at any one time. Interrupting a person who has the floor or engaging in side discussions while another person has the floor is out of order.
- Second Required for Debate. All motions must receive a second before debate or discussion may begin. A second does not connote approval of the motion but only that the Member offering the second supports fuller discussion of the motion.
- Chairperson Discretion. The Chairperson may independently decide to deviate from the Rules of Order in order to increase meeting efficiency and to best enable full and informed discussion of a matter before the Body. However, such independent action by the Chairperson remains subject to a Point of Order and Point of Appeal through which a Member can bring the meeting into full compliance with the Rules of Order.
- Voting:

Vote Requirement. A majority vote of the quorum present is required for any motion unless a different requirement is set by these Rules of Order or by applicable law. For example, a supermajority (2/3rds of quorum present) is required for a Motion to Call the Question pursuant to these Rules of Order and a

supermajority (2/3rds of a quorum present) is required for a motion for executive session pursuant to the Colorado Open Meetings Law (C.R.S. § 24-6-402(4)).

Aye or Nay Vote Required. A vote of aye or nay (or another form of affirmative or negative declaration such as “yes” or “no”) shall be taken upon motions. Every Member, when present, must vote aye or nay unless:

- (1) The Member is excused by the Chairperson due to the Member’s declaration of a conflict of interest at the introduction of the agenda item or immediately upon discovery of a legally recognized conflict of interest; or
- (2) The Member is excused by the Chairperson because the member is without sufficient information upon which to enable an informed vote due to an absence at a prior meeting, e.g., the member did not attend the meeting for which meeting minutes are moved for approval.

No Abstention. An unexcused member’s vote to “abstain” or other similar declaration other than “aye” or “nay” shall be recorded as a “nay” vote on the pending motion or matter.

No Explanation of Vote. Members shall not explain their vote except during discussion and deliberation prior to the calling of the vote on the question. Any attempt to explain a vote or to condition the vote immediately prior to casting the vote is out of order.

## **Chairperson’s Privileges & Duties**

- Chairperson to Direct Meeting. The Chairperson is privileged to act as the director of the meeting. The Chairperson shall seek to clarify the actions pending before the Body during the meeting and prior to a vote. For example, the Chairperson is encouraged to restate motions, announce expectations for the meeting agenda, and recommend to the Body the proper procedure or rules for a particular course of action. The Chairperson has a continuing right to the floor although, like any other member, shall be held to compliance with the Rules of Order.
- Chairperson as Parliamentarian. The Chairperson is the meeting parliamentarian and shall decide all questions of process and procedure. Such decisions are subject to appeal by a Point of Appeal. The Chairperson may consult with the Body’s legal counsel or administrative staff to assist in rendering decisions regarding the application of the Rules of Order.
- Chairperson as Facilitator of Discussion. As the meeting director, the Chairperson should generally encourage and enlist other Members to propose or to second motions and to lead initial debate. Nevertheless, the Chairperson is entitled to the same rights as Members regarding the presentation of motions, seconding motions, and debate and may exercise such privilege as deemed appropriate by the Chairperson.

- Temporary Informal Recesses. The Chairperson may declare a temporary recess without motion or consent of the Body. However, no recess shall be declared which would interrupt a member who has properly secured the floor to speak.

## Moving Party's Privileges

- At any time *prior to* receiving a second on a motion, the Moving Party may unilaterally withdraw or unilaterally amend a motion provided that the Moving Party has the floor. A motion, *once seconded*, belongs to the decision-making Body and the Moving Party's privileges are limited.
- The Moving Party retains the following limited privileges after the motion receives a second if the Moving Party has properly secured the floor to speak:
  - A. The Moving Party may speak to the rationale, purpose, meaning, or need of the motion prior to the opening of full debate to other members of the Body.
  - B. The Moving Party may withdraw his/her seconded motion unless an objection is raised by Point of Order. An objection to the Moving Party's withdraw of the seconded motion will summarily defeat the Moving Party's request to withdraw.
  - C. The Moving Party may accept a proposed amendment (a "Friendly Amendment") unless an objection is raised by Point of Order. An objection to a Friendly Amendment will summarily defeat the Moving Party's privilege to accept a Friendly Amendment and, in such case, a formal Motion to Amend would be in order.
  - D. During debate, to further explain or clarify the meaning, intent, or purpose of the motion or to otherwise respond to a Point of Information.

## Classes & Priority for Points and Motions

There are three classes for motions and points: (1) Privileged; (2) Main; and (3) Subordinate. The class determines the priority or importance of the motion or point and, therefore, determines whether the motion or point is "in order" when made, i.e., if the motion or point proposed is appropriate for the Body to consider at the time it is presented.

- **PRIVILEGED** motions, which include all three Points, do not require a pending main motion on the floor and do not relate directly to a pending question. Privileged motions or points may be raised at any time. Privileged *points* do not require the floor; privileged *motions* require the floor. Privileged motions oftentimes involve an administrative or ministerial aspect of the meeting that needs to be resolved independently of the business then-pending before the Body. There following motions or points are recognized as privileged and are listed *in order of precedence*:
  - Point of Order
  - Point of Information

- Point of Appeal
  - Motion to Recess
  - Motion for Executive Session
- A **MAIN** motion formally presents to the Body an item for action. A Main motion can be made only when no other motion is pending. If a Main motion is presented when another pending motion or point is before the Body, it is out of order.

Although there are as many Main motions as there are subject matters that a Body may consider, there are four (4) commonly recognized *specific* Main motions used in local government decision-making:

- Motion to Adjourn
  - Motion to Reconsider
  - Motion to Postpone an Agenda Item to a Date Certain
  - Motion to Postpone Indefinitely
- A **SUBORDINATE** motion is related to and supplements or builds upon the Main motion. A Subordinate motion must be dealt with before the Main motion can be voted on. A Subordinate motion is in order only when there is a pending main motion on the floor. Once a seconded Subordinate motion is pending on the floor, neither a MAIN motion nor another Subordinate motion is in order.

There are three (3) recognized Subordinate motions:

- Motion to Amend (a Main Motion)
- Motion to Continue Matter Before the Body to Date Certain
- Motion to Call the Question (Close Debate)

## Points and Motions in Detail

### A. Points

There are three "Points:" (1) Point of Order; (2) Point of Information; and (3) Point of Appeal. Points do not require a second. They are each "privileged" and may be raised at any time.

- **Point of Order** (or to "raise a question of order" as it is sometimes expressed), is an opportunity for a Member to express an opinion that the rules or procedures of the Body are being violated. The appropriate means of asserting such opportunity is for the member to wait for a break in the discussion and state "Point of Order" and wait to be recognized by the Chairperson. Any existing debate or discussion should cease. Upon the Chairperson's recognition, the member must succinctly state the general rule or procedure believed to be in violation. A point of order should not interrupt another speaker, does not require a second, is not debatable, is not amendable, and cannot be reconsidered. For example:

Member Jones was granted the floor and proposed a motion to approve a site plan. Member Jones then proceeded to discuss the rationale for his motion.

Member Jones: [has the floor and is engaged in debate on a motion, he pauses in his debate]

Member Smith: "Point of Order."

Chairperson: "Excuse me a moment, Mr. Jones. The Chairperson recognizes Ms. Smith."

Member Smith: "I believe we are debating a motion that did not receive a second. I believe that this is out of order because a motion requires a second before debate."

Chairperson: "You are correct Ms. Smith, I do not recall a second was offered. Therefore, let us cease debate. Do I have a second on the motion? [A second is offered]. Thank you for your Point of Order, Ms. Smith. Mr. Jones, you have the floor and may commence debate."

- **Point of Information** is a *request to receive information* on a specific question, either about process, meeting conduct, clarification of a motion, or about a fact at any time during a meeting. A Point of Information is not an opportunity for a member to *provide* information to the Body and should never be used as a means of continuously interrupting the flow of debate. Using a Point of Information to provide information or to interrupt debate would be out of order.

As an example of the proper use of a Point of Information while the Body is engaged in debate on a seconded motion:

Member Quinn: [Has the floor and is offering her thoughts on a pending matter.]

Member Frank: "Madam Chairperson, Point of Information"

Chairperson: "Excuse me a moment, Ms. Quinn. The Chairperson recognizes Member Frank."

Member Frank: "Ms. Quinn said there are more than 5,000 vehicles passing through the Main Street intersection during the peak evening hours. But I recall that our Traffic Engineer stated earlier that the traffic count at the intersection during evening peak hours was only 1,500 vehicles. What is the correct number?"

Chairperson: "Let's have the Traffic Engineer provide us the accurate figure for traffic count."

Following the Traffic Engineer's advisement, Ms. Quinn again has the floor.

- **Point of Appeal** is a request of a member to challenge a decision of the Chairperson concerning the application of the Rules of Order. A Point of Appeal shall customarily be in order immediately following the Chairperson's decision and

may be declared out of order and unavailable where the Body has relied upon the Chairperson's decision and continued the proceeding in reliance upon, or in accordance with, the Chairperson's decision. The member making the Point of Appeal may briefly state his or her reason for the Point, and the Chairperson may briefly explain his or her ruling, but there shall be no further debate on the appeal.

As an example of the use of a Point of Appeal when a motion is pending discussion:

Chairperson: "We have on the floor a Motion to Call the Question that was seconded." The vote on a Motion to Call the Question is not debatable and will require a majority vote of the quorum present."

Member Thomas: "Point of Appeal"

Chairperson: Mr. Thomas has raised a Point of Appeal. Mr. Thomas, you have the floor. What is your appeal?"

Member Thomas: I appeal the Chairperson's decision regarding the required vote on a Motion to Call the Question. A Motion to Call the Question requires a 2/3rds vote pursuant to our Rules of Order.

Chairperson: "My decision regarding the required vote is being appealed. I believe that closing debate is a rather simple matter only requiring a majority vote like a majority of all of our motions."

"We shall now vote on the appeal. Mr. Thomas appeals my decision regarding a vote on a Motion to Call the Question requires a simple majority of this quorum. Mr. Thomas asserts it should be a 2/3rds vote. The question we are now voting on is 'Shall the decision of the Chairperson be sustained?'"

[The Members vote to not sustain (they overturn) the Chairperson's decision.]

Chairperson: "My decision is overturned on appeal. I stand corrected and will now declare that the Motion to Call the Question requires a vote of 2/3rds of the members of the Body. Let us proceed to the consideration of the Motion to Call the Question."

## **B. Motions**

- **Motion to Recess** **(Privileged)**

A Motion to Recess is intended to provide a temporary cessation in the meeting to accommodate matters such as restroom breaks or to consult with legal counsel or administrative staff. The motion should state approximate amount of time for the requested recess as a convenience to other members and the public in attendance. A second is required and the

motion is not debatable and requires an immediate vote. A majority vote of quorum present required for approval.

As an example of a Motion to Recess, such motion might be stated as:

Member Thomas: "I move to recess our meeting for 15 minutes until 7:30."

Member Jones: "Second."

Chairperson: "We have a Motion to Recess on the floor to recess until 7:30. Because this motion is not debatable, would the clerk please call for the vote."

- **Motion to Adjourn (Main)**

Motion to Adjourn is available to cease further action of the Body and immediately terminate the meeting. A Motion to Adjourn is debatable and requires a majority vote of quorum present required. Caution should be exercised when presenting a Motion to Adjourn when items are pending on the agenda that required prior notice (such as public hearing publication or posting of property) because these matters must be properly continued to a future date or new notice published and/or posted.

As an example of a Motion to Adjourn, such motion might be stated as:

Member Thomas: "I move to adjourn this meeting."

Member Jones: "Second."

Chairperson: "We have a Motion to Adjourn on the floor. Member Thomas, did you want to speak to your motion or open any debate?"

Member Thomas: "Thank you. I believe the remaining items on our agenda are not important and it is already 11:00 p.m. I believe we are all tired and can no longer concentrate."

Chairperson: Any other debate? Seeing none, would the clerk please call for the vote. Please note that only a simple majority of our quorum present tonight is needed to adjourn."

- **Motion to Reconsider (Main)**

A Motion to Reconsider is an extraordinary motion that requires a degree of care in presenting and, if approved, care in processing the matter to be reconsidered. A successful Motion to Reconsider will effectively void the prior vote taken on the previously decided motion and cause the matter to be reopened for another motion and a new consideration.

A Motion to Reconsider is only in order at the same meeting at which the decision to be reconsidered was made or at the *next* regular meeting of the

Body. The motion must be made by a member on the prevailing side of the original motion to be reconsidered. The required second on the motion need not be a member from prevailing side. The motion is debatable but only for the reasons to explain or justify reconsideration and not for the purpose of debating the merits of the original motion.

A supermajority vote of 2/3rds of the quorum present is required for approval. All proceedings, testimony, evidence, and debate on the matter presented during the initial consideration of the original matter will remain part of the official record; only the decision or vote taken is voided.

In the event of a successful Motion for Reconsideration, it is recommended that the reconsideration of the original matter be continued to a future date as opposed to being heard at the same meeting in which the Motion for Reconsideration was approved. This recommendation stems from the fact that the matter under reconsideration will likely require new public notice so that interested parties (and possibly an applicant whose rights are being decided) are apprised of the new consideration and can attend and participate in the new consideration. Even when a successful Motion for Reconsideration was presented in the same night as the matter subject to reconsideration, the parties present for the original matter may have departed the meeting after what appeared to those attending to be a final decision on the original motion. Fairness will often dictate that the reconsideration be scheduled for a future date.

As an example of the typical process surrounding a Motion to Reconsider, such motion might be stated as:

Member Thomas: "I move to reconsider our decision to approve Ordinance 14 which required all owners to keep their dogs on leashes at all times. I believe I can make this motion because I voted "yes" on the ordinance and it was approved at our last meeting."

Member Jones: "Second."

Chairperson: "We have on the floor a Motion to Reconsider Ordinance 14 concerning our new dog leash law. Please note that a Motion to Reconsider, if we approve it tonight, will reopen the consideration of Ordinance 14 and require new debate, a new motion, and a new vote. Member Thomas, did you want to speak to your Motion to Reconsider? Please note that you are free to discuss the reason why you wish to seek reconsideration but this is not intended to be a debate of the merits of Ordinance 14 at this time."

Member Thomas: "Thank you. I would like us to reconsider Ordinance 14 because upon reflection over the last week I believe the Ordinance may be too restrictive and we might want to consider allowing an exemption to the

leash requirement for owners that can maintain control over their dogs by using voice command.”

Chairperson: “Any other debate concerning whether we should reconsider Ordinance 14? Seeing none, would the clerk please call for the vote. Please note that this Motion to Reconsider requires a supermajority of 2/3rds of the quorum present tonight to be approved. If approved, our administrative staff will need to schedule Ordinance 14 for discussion at a future date and provide or publish any required notices to the public concerning our reconsideration of Ordinance 14.”

- **Motion to Postpone an Agenda Item to Date Certain (Main)**

A Motion to Postpone an Agenda Item to a Date Certain pertains to a matter that is not presently on the floor but is scheduled for later consideration on the Body’s agenda. The motion must identify a date and time certain for the agenda item to be reset for Body consideration. If the Moving Party desires to *indefinitely* postpone an item, a Motion to Postpone indefinitely is the appropriate motion (see below). The Motion to Postpone an Agenda Item to a Date Certain is debatable. A majority vote of quorum present required for approval.

As an example of a Motion to Postpone an Agenda Item to Date Certain, such motion might be stated as:

Member Smith: “I move to Postpone Agenda Item 8 which pertains to funding of the repainting of the offices in City Hall to our meeting on August 15 at 7:00 p.m. here in our Council Chambers.”

Member Edwards: “Second.”

Chairperson: “We have a Motion to Postpone Agenda Item 8 which pertains to the funding of the repainting of the offices. This motion is debatable, so I would offer Mr. Smith and other Members an opportunity to comment on the motion”.

Member Smith: “I believe that this is not an urgent matter and, quite frankly, there are more pressing matters to fully consider tonight. The August 15 agenda looks like a light meeting.”

Chairperson: “Any other discussion? Seeing none, would the clerk please call for the vote.”

- **Motion to Postpone Indefinitely (Main)**

A Motion to Postpone Indefinitely will effectively kill a matter that is subject to the Body’s consideration (and is usually on the meeting agenda or

scheduled on a future agenda). This motion will remove the matter from the Body's consideration without full debate of the matter and without directly voting the matter down on the matter's merits. It is most commonly used to eliminate a matter from the current and/or future agendas because there is insufficient interest on the Body to hear the matter. As a caution, a Motion to Postpone Indefinitely would not be appropriate where the item involves a quasi-judicial matter for which an applicant has a right to a hearing and opportunity to be heard; legal counsel should be consulted regarding the use of this Motion for any quasi-judicial matter. The motion is debatable. A majority vote of quorum present required for approval. If approved, the matter will not be brought back to the Body unless the Body instructs that the item return for a future agenda.

As an example of a Motion to Postpone Indefinitely, such motion might be stated as:

Member Johnson: "I move to Postpone Indefinitely Agenda Item 2 which pertains to enacting a leash law for all cats in the town."

Member Samuels: "Second."

Chairperson: "We have a Motion to Postpone Agenda Item 2 indefinitely which pertains to our imposing a leash law on cats. This motion is debatable and requires a majority vote of the quorum present tonight. I would offer Ms. Johnson and other Members an opportunity to comment on the motion."

Member Johnson: "I have talked with many citizens about this proposal and believe that we are likely to be harshly criticized should be enact such an ordinance. So I think it is a waste of our time to continue to entertain this idea and I prefer just to eliminate the matter from tonight's agenda and our future consideration."

Chairperson: "Any other discussion? [Member Thomas requests floor]. The floor recognizes, Mr. Thomas. Mr. Thomas you have the floor."

Mr. Thomas: "Thank you. Although I agree with Ms. Johnson about the public sentiment we are likely to hear about leashing cats, I think we should at least open the public debate and have the citizens comment to us directly. So, I oppose the motion to postpone indefinitely."

Chairperson: "Seeing no other discussion, would the clerk please call for the vote."

[Vote fails to gain the required simple majority vote needed for a Motion to Postpone Indefinitely.]

Chairperson: "We do not have the required majority of the quorum so the offered motion is rejected or fails. We will consider the matter of leashing cats as our scheduled Agenda Item 2 tonight."

• **Motion to Amend (a Main Motion) (Subordinate)**

A Motion to Amend (a Main Motion) is applicable only to a Main motion on the floor. The motion must provide specificity as to the intended amendment. The motion is debatable. A majority vote of a quorum present required for approval. A motion to amend is not in order when another motion to amend is already pending (made and seconded) before the Body; e.g., the Body will deal with only one Motion to Amend at a time to avoid confusion.

As an example of a Motion to Amend a Main Motion, such motion might be stated as:

Member Smith: I move to Approve Ordinance No. 6 as presented to us tonight."

Member Jackson: "Second."

Chairperson: "We have a proper Motion on the floor that has received a second to approve Ordinance No. 6. Any discussion?"

Chairperson: "Yes, the Chair recognizes Mr. James. Mr. James, you have the floor."

Member James: "Thank you. I move to amend the motion offered by Ms. Smith to change the amount of the penalty for the first violation stated in Section 1-1-3 on page 3 of Ordinance No. 6 from the stated \$100 for the first offense to \$200 for the first offense."

Member Samuel: "Second."

Chairperson: "We have a Motion to Amend before us to change the penalty in Section 1-1-3 of Ordinance No. 6 from \$100 to \$200 for the first offense. We will take up the Motion to Amend first and decide that Motion before we consider the Main Motion. It is debatable and requires a simple majority vote. I see no one wishing to comment or debate the offered amendment to Ordinance No. 6. Would the clerk call for the vote on the Motion to Amend only."

[Motion receives majority vote of approval.]

Chairperson: "The Motion to Amend is approved so Ordinance No. 6 is now amended to change the penalty for a first offense to \$200. We next turn to the Main Motion to

approve Ordinance 6, now as amended. Any debate on Ordinance No. 6 as amended? Seeing none, would the clerk please call for the vote of Ordinance No. 6 as it was amended.”

- **Motion to Continue Matter to Date Certain (Subordinate)**

A Motion to Continue a Matter (that is before the Body) to a Date Certain postpones to holdover the current motion to a specific date, time, and place stated in the motion. Note that a motion to continue a matter without stating a date certain would operate more like a Motion to Postpone Indefinitely (see above) and would require the matter to be affirmative requested by the Body for future consideration and reintroduced and, when required, new publication of notice of the hearing or discussion. The motion is debatable. A majority vote of a quorum present required for approval.

As an example of a Motion to Continue a Matter to a Date Certain, such motion might be stated as:

Member Smith: “I move to continue this matter under consideration to our meeting on February 23 at 7:00 p.m. here in our Council Chambers.”

Member Edwards: “Second.”

Chairperson: “We have a Motion to Continue this matter we are considering to a date and time certain, that being our meeting of February 23, at 7:00 p.m. here in our Council Chambers. This motion is debatable and only requires a majority of the quorum here this evening. I would offer Mr. Smith and other Members an opportunity to comment on the motion.”

Member Smith: “I believe we need a continuation so that we can have a full opportunity to review the traffic study we received tonight. Without my detailed review of that study, I do not believe I am able to make an informed decision on the matter pending before us.”

Chairperson: “Any other discussion? The Chair recognizes Ms. Hampton.”

Member Hampton: “We have all had the traffic study for more than a month and we received a presentation on the study contents last week. With all respect to Mr. Smith, I believe a majority of us are fully informed and we can decide the issue tonight.”

Chairperson: “Seeing none other request to debate, would the clerk please call for the vote.”

- **Motion to Call the Question** **(Subordinate)**

A Motion to Call the Question (also more correctly phrased as to “Close Debate”) will close further debate and require vote on the motion pending before the Body. The motion applies only to the motion on the floor. The motion is not debatable. Due to the fact that such a motion will forestall the Body’s ability to discuss the merits of the pending matter, a supermajority vote of 2/3rds of the quorum present is required for approval in order that the Body evidences a strong intent that continuing debate is not necessary to decide the matter.

As an example of a Motion to Call the Question (or Close Debate), such motion might be stated as:

[A debatable motion is pending before the Body and the Body is engaged in debate.]

Member Bernie: “I move to Call the Question.”

Member Jones: “Second.”

Chairperson: “We have Motion to call the Question which will, if approved, close all debate on the matter presently before us and require a vote. This motion is not debatable. This motion will require a supermajority of our quorum by 2/3rds. Would the clerk please call for the vote.”

Chairperson: “The Motion to Call the Question is approved by a 2/3rds vote. Would the Clerk please call for the vote on the main motion.”

- **Motion for Executive Session** **(Privileged)**

Executive sessions are expressly permitted by state law to allow the Body to discuss certain topics in a closed non-public setting. The most common authorized executive session topics for local government include:

- A. Purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer, or sale.<sup>10</sup>
- B. Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local public body is not sufficient to qualify the executive session as a session involving legal advice.<sup>11</sup>

---

<sup>10</sup> C.R.S. § 24-6-402(4)(a).

<sup>11</sup> C.R.S. § 24-6-402(4)(b).

- C. Matters required to be kept confidential by federal or state law or rules and regulations. The Body shall announce the specific citation of the statutes or rules that are the basis for such confidentiality before holding the executive session.<sup>12</sup>
- D. Specialized details of security arrangements or investigations, including defenses against terrorism, both domestic and foreign, and including where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law.<sup>13</sup>
- E. Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators.<sup>14</sup>
- F. Personnel matters *except if* the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting.<sup>15</sup> However, you cannot hold an executive session for “personal matters” to discuss:
  - (i) an elected official or an appointed member of the Body;<sup>16</sup> or
  - (ii) the appointment of a person to fill an appointed<sup>17</sup> or elective office; or
  - (iii) personnel policies that do not require the discussion of matters personal to particular employees.<sup>18</sup>
- G. Consideration of any documents protected by the mandatory nondisclosure provisions of the "Colorado Open Records Act",<sup>19</sup> except that all consideration of documents or records that are work product as defined in C.R.S. § 24-72-202 or that are subject to the governmental or deliberative process privilege shall occur in a public meeting unless an executive session is otherwise allowed pursuant to state law.

Because the authorized purposes for executive session are limited and because errors in calling for an executive session *may* result in the session discussion becoming subject to public disclosure or actions, if any,

---

<sup>12</sup> C.R.S. § 24-6-402(4)(c).

<sup>13</sup> C.R.S. § 24-6-402(4)(d).

<sup>14</sup> C.R.S. § 24-6-402(4)(e).

<sup>15</sup> C.R.S. § 24-6-402(4)(f)(I).

<sup>16</sup> C.R.S. § 24-6-402(4)(f)(II).

<sup>17</sup> *Id.* A special statutory provision of the Colorado Open Meetings Law (C.R.S. § 24-6-402(3.5)) may authorize non-public executive sessions to conduct some of the business associated with selecting the chief executive officer (commonly considered as the “city manager” or “town administrator.) Consult your local counsel to understand the steps necessary to hold these special forms of non-public public meetings.

<sup>18</sup> C.R.S. § 24-6-402(4)(II).

<sup>19</sup> *Id.*

invalidated, it is always advised to obtain legal advice regarding each motion.

Unlike other matters that will be open for public discussion, debated, and possibly decided by the Body, it is not necessary that the Executive Session be listed on the meeting agenda in advance. Oftentimes, the Body has no need for an executive session and the need arises during the meeting. For example, the need for legal advice may not be known until evidence or information is presented that give rise to a question requiring consultation with the Body's counsel.

The Motion for Executive Session must include the citation to Colorado Revised Statute subsection authorizing session and a brief description of subject matter.

The motion is debatable. However, care should be taken during debate to not disclose any confidential or sensitive information that might undermine the purpose of the executive session. For example, a town board member may state in debate during the public meeting that an executive session should be held to allow the council to decide "whether to spend up to \$2,000,000 on the acquisition of the vacant Thompson Property for a public park." Such public disclosure would essentially undermine the purpose of the executive session, that is, to give the town board the opportunity to determine negotiation strategy and the total amount willing to be paid to the seller for the Thompson Property. More appropriate would be to declare in debate that the executive session is needed to "allow the town board to decide the maximum amount the negotiation team can offer in negotiation."

Very importantly, a supermajority of 2/3rds of quorum present required for approval pursuant to the Colorado Open Meetings Law.

As an example of a Motion for Executive Session to obtain legal advice, such motion might be stated as follows:

Member Thomas: "I move to hold an executive session pursuant to C.R.S. § 24-6-402(4)(b) to receive legal advice on the right to impose a condition on the proposed rezoning application under discussion."

Member Jones: "Second."

Chairperson: "Is there any debate on this motion? Seeing none, would the clerk please call for the vote." Please note that the vote required for executive session is a 2/3rds of the quorum present tonight."

[Vote by the Body is taken and the vote is unanimous.]

Chairperson: "We are now authorized to enter into executive session."

## **Suspension of Rules**

### **A. Chairperson May Suspend**

Subject to challenge by Point of Appeal, the Chairperson may unilaterally elect to suspend operation of any rule provided by these Rules of Order; provided, however, that the Chairperson shall not be authorized to suspend or alter the vote required on any motion or matter.

### **B. Suspension of Rules**

Any member may move to suspend the applicability of a rule of order by proposing a main motion; provided, however, that no motion may suspend or alter the vote required on any motion or matter. Such motion shall be presented only as a main motion which motion shall require a second, be subject to debate, and shall require a majority vote of the quorum present for adoption.

Matrix of Points and Motions

Type	MOTION	Floor Required?	When in Order?	Second Required?	Debatable ?	Vote Required
Point	Point of Order	No	Any time	No	No	-
Point	Point of Information	No	Any time	No	No	-
Point	Point of Appeal	No	Immediately following decision	No	Yes	Majority of quorum
Main	Main Motion	Yes	When no other motion is pending	Yes	Yes	Usually majority. Depends on law or regulation Section 3.9
Main	Adjourn	Yes	When no motion pending	Yes	Yes	Majority of quorum
Main	Postpone (an item on the agenda)	Yes	When no motion pending	Yes	Yes	Majority of quorum
Subsidiary	Continue (a pending matter or pending motion)	Yes	When matter or motion is pending	Yes	Yes	Majority of quorum
Subsidiary	Close Debate	Yes	When motion pending	Yes	No	2/3rds of quorum
Subsidiary	Table	Yes	When matter or motion is pending	Yes	No	Majority of quorum
Subsidiary	Amend (a pending motion)	Yes		Yes	Yes	Majority of quorum

Type	MOTION	Floor Required?	When in Order?	Second Required?	Debatable ?	Vote Required
Privileged	<b>Recess</b>	Yes	Any time	Yes	No	Majority of quorum
Privileged	<b>Executive Session</b>	Yes	For Legal Advice: Any time  For other reason: When no matter or motion pending	Yes	Yes, provided that the debate does not disclose confidential information	2/3rds of quorum
Privileged	<b>Reconsider</b>	Yes	When no matter or motion pending, and at either at the same meeting at which the decision to be reconsidered was made <i>or</i> at the <i>next</i> regular meeting of the body. Otherwise, such motion is unavailable and out of order.	Yes	Yes, as to reason but not to debate original motion	2/3rds of quorum