

AGENDA
OURAY CITY COUNCIL
Virtual Meeting
MONDAY, April 6, 2020
Regular Meeting – 6pm

- Electronic copies of the Council Packet are available on the City website at www.cityofouray.com. A hard copy of the Packet is also available at the Administrative Office for interested citizens.
- Action may be taken on any agenda item
- Notice is hereby given that a majority or quorum of the Planning Commission, Community Development Committee, Beautification 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

Join Zoom Meeting

<https://zoom.us/j/514775309?pwd=ZEVVNE5ZTUJ6Yjd3OWFIMXZqSFhiQT09>

Meeting ID: 514 775 309

Or by phone:

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Regular Meeting – 6pm

1. CALL TO ORDER
2. ROLL CALL
3. CEREMONIAL/INFORMATIONAL
 - a. Federal Stimulus Package Update – Bond Attorney Paul Wisor Page 5
 - b. CEDC Presentation
4. CITIZENS' COMMUNICATION
5. APPROVAL OF MINUTES – March 2, 4, 11, 16, and 20 Page 10
6. CITY COUNCIL REPORTS/INFORMATION - Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
7. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Public Works Director Page 26
 - c. City Resources Director Page 27
 - d. Chief of Police Page 29
8. CONSENT AGENDA - Bed & Breakfast Liquor Permit – SG B & B Corp. dba Secret Garden Bed & Breakfast Page 30
9. ACTION ITEMS Page 32
 - a. Second Chance Animal Services Agreement Page 34
 - b. Executive Search Firm Review Page 39
 - c. PSA – SGM Engineering for Geothermal Line Project Page 107
 - d. Possible Action on CEDC Recommendations
 - e. Possible Action on COVID-19 Response
10. DISCUSSION
 - a. Deputy City Administrator Position
 - b. Future Agenda Items
11. EXECUTIVE SESSION

Executive session pursuant to CRS § 24-6-402(4)(b) for a conference with the City Attorney for the purpose of receiving legal advice concerning marketing and visitor center contracts; Second, to provide advice concerning CIRSA matters; and third, pursuant to CRS § 24-6-402(2)(f) to discuss a personnel matter.
12. ACTION ITEM

Possible action concerning personnel matter
13. ADJOURNMENT

P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

CONSENT AGENDA ITEMS (April 6, 2020):

Bed & Breakfast Liquor Permit – SG B&B Corp. dba Secret Garden Bed and Breakfast

Action Requested – *Will City Council approve the Bed & Breakfast Liquor Permit for Secret Garden Bed and Breakfast?*

Background – This is an established business within the City of Ouray that currently possesses a B&B liquor permit. As is required by State Statute for all liquor permit holders, they must renew their permit annually. All the necessary paperwork and administrative requirements have been met and everything is in order for renewal. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal.

Recommendation – City Staff recommends that City Council approve the Bed & Breakfast Liquor Permit – SG B&B Corp. dba Secret Garden Bed and Breakfast.

P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427



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Fax 970.325.7212
www.cityofouray.com

ACTION ITEMS (April 6, 2020):

Second Chance Animal Services Agreement

Action Requested – *Will City Council approve the Animal Services Agreement?*

Background – This is an annual renewal for animal services. Previous agreements have been successful.

Recommendation – City Staff recommends that City Council approve the Second Chance Animal Services Agreement.

Executive Search Firm Review

Action Requested – *Will City Council select an executive search firm or select firms to interview on April 7th at 1pm?*

Background – City Council directed City Attorney Carol Viner to issue a request for proposal (RFP) for an executive search firm to begin the hiring process for the City Administrator. The RFP, list of firms contacted, and responses are in the packet.

Recommendation – N/A

PSA – SGM Engineering of Phase III Geothermal Line Project

Action Requested – *Will City Council approve the Professional Service Agreement with SGM for Engineering Services for the 3rd phase of the geothermal waterline project?*

Background - The City is currently in the 3rd phase of design and construction for the hot water line delivery system that feeds the Ouray Hot Springs Pool with natural geothermal water. This new line will include updated piping and insulated lining that will further protect and preserve the water and heat. Our data currently shows a loss of approximately 12 degrees from the heat exchange vault at 3rd and Oak to the pool. It is expected that this new improved infrastructure will help preserve the geothermal temps as it travels through the system, thereby providing increased heat at the pool. In 2018 the City began working with SGM on this project, however due to lack of expected grant funding in 2019, the project was delayed. With our approved and budgeted funds for this project this year, we are able to proceed with the improvements.

Recommendation – Staff recommends that City Council approve the PSA with SGM for engineering services for the 3rd phase of the geothermal waterline project.

Possible Action on CEDC Recommendations

Action Requested – *The CEDC will present their recommendations at this meeting.*

Possible Action on COVID-19 Response

Action Requested – *City Council may take actions as needed.*

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MEMORANDUM

TO: Ouray City Council
FROM: Paul Wisor
DATE: April 2, 2020
RE: COVID 19-Related Legislation

As you are well aware, the COVID-19 pandemic has fundamentally altered the global economy and the way in which society functions. This memorandum sets forth a broad overview of the federal stimulus efforts aimed at stemming the spread of the COVID-19 virus and its associated fallout.

This memorandum not only seeks to address legislative and regulatory impacts on the City of Ouray (the “City”), but provide perspective on the effect the stimulus legislation may have with respect to the broader Ouray community. This larger picture is provided so the City may better understand opportunities and burdens facing Ouray businesses and employees as the City considers various ways to respond to the crisis.

Please note the legislation discussed herein is subject to guidance and rulemaking from the Department of Treasury, Department of Labor, Internal Revenue Service and Small Business Administration, among others, and such direction is coming forth at a rapid pace. In some cases, these efforts are fundamentally changing provisions within the legislation, and as such not all information provided in this memorandum will remain entirely precise.

I. Federal Legislation

Efforts to address the COVID-19 pandemic at the federal level have come in the form of three stimulus bills. Phase 1, the Coronavirus Preparedness and Response Supplemental Appropriations Act, provided \$8.3 billion in emergency funding for federal agencies to respond to COVID-19. Phase II, the Families First Coronavirus Response Act (“FFCRA”), contained provisions for paid sick leave, free COVID-19 testing, food assistance, unemployment benefits, and requirements that employers provide additional protection for health care workers. Phase III, also known as the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), deployed \$2 trillion dollars to expand upon the prior phases by providing greater assistance to individuals, small businesses, state and local governments and key industries impacted by COVID-19.

A. Local Government Aid

The CARES Act provides for \$150 billion in aid to states and local governments. Funds will be allocated by the Treasury proportionally, but each state will receive at least \$1.25 billion, and it is estimated Colorado will receive \$2.2 billion. However, the City will not receive any direct aid from the CARES Act as the legislation only applies to local governments with populations over 500,000. Only Denver and the counties of Adams, Arapahoe, Jefferson, and El Paso will be eligible to draw down some of the 2.2 billion dollars provided from Treasury. The State will receive the remaining share and will be responsible for spending or allocating the remaining funds. There are no requirements for the State to allocate funds to the City, and it is yet to be determined how the State intends to utilize these funds. As such, the City cannot count on any CARES Act dollars to either support the City’s efforts to address the COVID-19 pandemic or otherwise backfill lost revenue.

B. FFCRA

The FFCRA contains two critically important components that impact Ouray business and employees as well as the City: (1) the Emergency Family and Medical Leave Expansion Act (the “FMLA Amendments”) and (2) the Emergency Paid Sick Leave Act (the “Paid Leave Provisions”).

1. FMLA

The FMLA Amendments create an additional emergency category of family and medical leave related to the coronavirus crisis. Specifically, the FMLA Amendments require an employer to provide up to 12 weeks of leave to any employee who has been employed by the employer for 30 calendar days if the employee cannot work (or telework) because he or she has to care for his or her children if the school or place of care for the child has been closed or if the child care provider for the child is unavailable due COVID-19.

Traditionally, the FMLA was not applicable to employers with fewer than 50 employees. However, the FMLA Amendments make the coronavirus provisions of the FMLA applicable to any employer with fewer than 500 employees. Employer is also defined to include public authorities such as local governments. As such, small employers and local governments not traditionally subject to the requirements of the FMLA will now have to provide leave to employees who cannot work for certain coronavirus related reasons. However, certain small businesses can be exempted if the Secretary of Labor issues regulations exempting small employers because “the imposition of such requirements would jeopardize the viability of the business of a going concern.”

The first 10 days of leave provided under the FMLA Amendments can be unpaid. After an unpaid 10 days of leave, employers providing leave pursuant to the FMLA Amendments must pay the eligible employee in “an amount that is not less than two-thirds of an employee’s regular rate of pay.” However, in no event shall such paid leave exceed \$200/day and \$10,000 in the aggregate.

2. Emergency Paid Leave

In addition to the FMLA Amendments, the FFCRA also contains Paid Leave Provisions. The Paid Leave Provisions require employers to provide up to 80 hours of paid sick leave to employees who are unable to work or telework due to a number of COVID-19 related reasons. However, if the employee is a part-time employee, the employer need only provide sick leave for a number of hours equal to the number of hours that such employee works, on average, over a two-week period, not the 80 hours it would need to provide to a full-time employee. Once again, employer is defined to include all private organizations with fewer than 500 employees as well as governmental entities, including the City. However, unlike the definition of employee under the FMLA Amendments, the Paid Leave Provisions require employers to provide this leave to employees regardless of how long they have been working for the employer. In addition, the employer may not require the employee to use other paid leave before the employee uses the paid sick time provided in the Paid Leave Provisions.

The reasons for which employees may qualify for paid leave under the Paid Leave Provisions are: (1) they are subject to a federal, state, or local quarantine or isolation order relating to COVID-19; (2) they have been advised by a health care provider to self-quarantine due to concerns related to COVID-19; (3) they are experiencing symptoms of COVID-19 and seeking a medical diagnosis; (4) they are caring for an individual who is subject to a quarantine or self-isolation order or who has been advised to self-quarantine; (5) they are caring for a son or daughter if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions; or (6) they

are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of Treasury and the Secretary of Labor.

The amount to be paid by the employer for paid sick leave under the Paid Leave Provisions shall not be less than the employee's rate of regular pay, but in no event shall it exceed \$511 per day or \$5,110 in the aggregate for reasons numbered 1-3 above or \$200 per day and \$2,000 in the aggregate for reasons number 4-6 above.

It should also be noted FFCRA contains provisions providing tax and payroll credits to employers to assist with the obligations imposed by the FFCRA; however, the details and the limitations of the credits are beyond the scope of this memorandum. While the City has provided unpaid FMLA, the tax credits do not provide relief to the City for the additional cost of the FMLA Amendments or the Paid Leave Provisions. While most Ouray employers will be able to recoup the cost of the FFCRA costs, the City, at present, cannot.

C. Unemployment Insurance

Under Colorado law, a laid off or furloughed worker is entitled to unemployment payments at a rate of 55% of an unemployed worker's salary, capped at \$561. The CARES Act provides for unemployment benefits that are both increased in amount and extended in time. Individuals who receive unemployment compensation in Colorado will also receive an additional \$600 per week on top of ordinary state-authorized weekly benefits. The additional \$600 will be available only until July 31, 2020. Further, the federal government will fund up to an additional 13 weeks of pandemic emergency unemployment compensation for individuals who remain unemployed after they have exhausted their benefits under state law, up to a maximum of 39 weeks of unemployment compensation to such individuals, an increase from the 26 weeks traditionally available in Colorado. The CARES Act extends eligibility for COVID-19-related benefits to individuals who otherwise would not be eligible for regular unemployment compensation. This includes expanding eligibility to include independent contractors, self-employed individuals and those with a limited work history.

D. Paycheck Protection Program

The CARES Act established the Paycheck Protection Program (the "PPP") which provides loans of up to \$10 million to certain qualified small businesses through the Small Business Administration's (the "SBA's") 7(a) loan program. These loans are intended to be forgivable if the Ouray employer maintains employees and otherwise complies with the CARES Act. Congress has appropriated \$349 billion for this program.

The PPP is available to small business concerns as well as 501(c)(3) nonprofits. All such entities must have fewer than 500 employees (full and part-time). The PPP makes no distinction as to the type of for profit business that applies, so construction firms, grocery stores, law firms, architects and salons are all treated the same. The PPP expands allowable uses of 7(a) loans to include employee salaries, paid sick leave, medical leave, mortgage payments, rent payments, utility payments, insurance premiums and interest on any other debt obligations.

Qualifying borrowers are eligible for loans up to 2.5 times their monthly payroll costs, measured over the prior twelve months, or \$10 million, whichever is less. PPP loans do not require collateral from either the business or its owners like other SBA loans. Similarly, PPP loans do not require personal guarantees from owners like other SBA loans.

Loans provided to borrowers under the PPP are subject to forgiveness in the amount spent by the borrower during an eight week period after the origination date of the loan on the following items:

- Payroll costs;
- Interest payment on any mortgage put in place prior to February 15, 2020;
- Payment of any rent on any lease in effect prior to February 15, 2020;
- Payment of any utility charge, provide the utility service commenced prior to February 15, 2020.

Any loan forgiveness amounts will be reduced proportionately by any reduction in employees of the borrower during the first eight weeks of the loan. Note, this does not mean employers cannot separate from employees so long as they are replaced. Amounts forgiven will also be proportionately reduced if an employee's pay is reduced by twenty five percent or more as compared to the most recent quarter of employment.

In the event amounts of the loan are not forgiven, the remaining balance will have a maturity of ten years, and a maximum interest rate of four percent. For principal amounts that exist after any loan forgiveness under the PPP, small businesses may defer payment of remaining principal, interest, and fee balances for at least 6 months and not more than a year. Under the PPP, all borrowers are allowed to apply for deferment and all lenders have to apply complete deferment for all remaining balances for at least 6 months. Thus, businesses under the PPP can get a substantial portion of their loan forgiven in the first 8 weeks after the loan is issued, and not have to make any payments for up to a year.

In an effort to incentivize banks to make loans under the PPP and speed up loan processing, the PPP increases the federal guaranty of such 7(a) loans to 100% for the remainder of 2020 and substantially modifies the procedures and requirements required of lending banks to have their loans guaranteed by the SBA. For example, to assess eligibility lenders are only required to determine whether a business (1) was operational on February 15, 2020, and (2) had employees for whom it paid salaries and payroll taxes, or a paid independent contractor.

E. SBA Disaster Relief Lending

Prior to the establishment of PPP loans through the CARES Act, Congress enhanced the SBA's Economic Injury Disaster Loans ("EIDL") through its Phase I legislation. An EIDL loan offers up to \$2 million per individual business in assistance and can provide economic support to small businesses to help overcome the temporary loss of revenue they are experiencing. These EIDLs may be used to pay fixed debts, payroll, accounts payable and other bills that cannot be paid because of the pandemic's impact. The interest rate on a small business loan is 3.75%. The interest rate for non-profits is 2.75%. SBA offers loans with long-term repayments in order to keep payments affordable, up to a maximum of 30 years. Terms are determined on a case-by-case basis, based upon each borrower's ability to repay.

The CARES Act further expands eligibility for EIDLs to any individual operating as a sole proprietor or independent contractor between January 31, 2020 and December 31, 2020. Until December 31, 2020, the SBA can approve EIDLs based solely on an applicant's credit score or an alternative appropriate method for determining an applicant's ability to repay.

For EIDLs made before December 31, 2020 due to COVID-19, the SBA will waive the requirement for a personal guarantee on advances and EIDLs below \$200,000, the requirement that an applicant needs to have been in business for the one-year period before the disaster as well as the requirement that a business not have credit available elsewhere. In addition, the CARES Act provides a federally declared emergency qualifies as a new trigger for the EIDL program, thus making EIDLs available nationwide.

F. Direct Individual Aid

The CARES Act allocated \$300 billion towards a one-time stimulus check of \$1,200 to every Ouray resident whose 2018 tax return, or 2019 if filed, showed income at or below \$75,000 for an individual or \$150,000 for a married couple. As such, a married couple with an income below \$150,000 would receive \$2,400, with an extra \$500 per child. There's no minimum threshold, so the vast majority of individuals in

Ouray reporting income in 2018 or 2019 will benefit. Individuals who receive Social Security benefits but don't file tax return are still eligible as well. Direct payments phase down after the \$75,000/\$150,000 caps and disappear completely for people making more than \$99,000 and couples making more than \$198,000.

II. Conclusion

The COVID-19 crisis will continue to impact Ouray for the foreseeable future. While future federal legislation may benefit portions of the City's operations, the City should not count on federal funds to assist it through the pandemic. While congressional efforts do not directly address the City's needs, there is at least hope some stimulus programs will provide a lifeline for businesses as well as individuals. The City should take these programs into consideration as it determines the best way to meet the unique challenges posed by the spread of the COVID-19 virus.

**Ouray City Council Regular Meeting
Summarized Minutes
Monday, March 2, 2020 at 6:00pm
MASSARD ROOM – Ouray Community Center**

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 6:00 pm

2. ROLL CALL

Mayor Greg Nelson – Present
Mayor Pro Tem John Wood – Present
Councilor Glenn Boyd – Present
Councilor Ethan Funk – Present
Councilor Peggy Lindsey – Present

Also present were City Administrator Justin Perry, City Resources Director Rick Noll, Police Chief Jeff Wood, Public Works Director Joe Coleman, Finance and Administration Director Melissa Drake, Community Development Coordinator Chris Hawkins, and City Attorney Carol Viner.

3. THE PLEDGE OF ALLEGIANCE WAS RECITED

4. PUBLIC HEARING - none

5. CEREMONIAL/INFORMATIONAL - none

6. CITIZENS' COMMUNICATION

Dawn Glanc, OTO manager, talked about auditing the information on Google about Ouray in order to clean up posted hours, menus, tagged photos, and community assets such as the Montrose airport and hospital. Workshop on May 15 in the Community Center for business owners to verify public information available on Google. Councilor Boyd suggested including Higher Education on the list of assets for people wishing to move to Ouray.

Steve Krazinski (520 2nd St) would like to see more transparency in budget to eliminate gossip and confusion in the community.

7. CITY COUNCIL REPORTS/INFORMATION

- a. Glenn Boyd** – none
- b. Ethan Funk** – none
- c. Peggy Lindsey** – CAST meeting this week. Waste water treatment meeting to discuss city needs.
- d. John Wood** – Google Project for tourist research. Same as Dawn's communication.
- e. Greg Nelson** – Region 10 meeting. Mayor's videos will now be produced by the school.

8. DEPARTMENT REPORTS

- a. **City Administrator** – Colorado West Land Trust needs a council representative for their stakeholder meeting. Community Development Coordinator contingent offer has been accepted, more details to be released later. Parks & Facilities Maintenance position posted. COP refinance update: RFPs have been sent, banks should be responding within a week or so.
- b. **Public Works Director** – Investigation if Weehawken Spring is under influence of surface water, which might change water treatment methods. JVA update in packet. Sewer is over capacity frequently. Vault discussion.
- c. **City Resources Director** – sound system installed, video system on order. Ski hill will be shutting down soon. Scheduled pool closure for maintenance and cleaning.
- d. **Chief of Police** – Officers have completed firearm training, in-service training, and driving training. Updating parking ordinances. Updating business records, plan to coordinate with Google audit to get information. Brady will be attending a radio training that will save money for the city.

9. CONSENT AGENDA

- a. **Liquor License Renewal – JTP Incorporated dba Ouray RV Park and Cabins/Ouray Cafe**
- b. **Special Events Permit Application – ROCC – Spaghetti Dinner**
- c. **Special Events Permit Application – BPOE Lodge #492, Green Bingo**

Councilor Boyd made a motion to approve the consent agenda, Mayor Pro Tem Wood seconded. Passed unanimously.

10. ACTION ITEMS

a. **Interim City Administrator Contract Position Process**

Reviewing resumes on Wednesday. Interviews planned for following week. Ms. Viner asked council to prepare list of desired qualities for interim city administrator. Discussion of extent of background check to be performed on interim. Agreement to limit authority of interim in contract (hiring/firing, spending limits, etc.). Council will prepare a list of interview questions for applicants for City Attorney to approve.

John Hart wants council to be aware of acronym use with interim administrator to allow them to keep up.

Council's list of top qualities in an interim administrator: good communicator, professional, experienced, flexible, approachable, dynamic, and have a good TABOR understanding.

Councilor Funk made a motion with the details and characteristics discussed, Councilor Lindsey seconded. Councilor Funk amended the motion to include the application review on March 4 and the interviews the following week. The motion passed unanimously.

b. **Planning Commission Appointments**

Two seats up for appointment this year. Both would like to be re-appointed. Councilor Boyd made the motion to re-appoint both Gary Dunn and Ryan Hein to Planning Commission. Mayor Pro Tem Wood seconded. Vote passed unanimously.

c. PSA - Architectural Services for Columbus Building Hotel

City will be acting as owner for State Historic Fund Grant for Columbus Hotel building project. Mayor Pro Tem made motion, Councilor Boyd seconded. Passed unanimously.

d. Resolution 5, Series 2020 – To close the Ouray Volunteer Fire Department Special Fund at Citizens State Bank

Closing City-controlled fund so Fire Dept can open their own using their own federal ID. Councilor Lindsey made a motion to close the unneeded account, Councilor Funk seconded. The Resolution passed unanimously.

11. DISCUSSION

a. Sidewalk Replacement Program

Option 1: In-kind services, property owners pick contractors, Public works demolishes old sidewalk.
Option 2: No in-kind services, contractor does all services. City would reimburse a portion of bill.
Option 3: In-kind service as removal of old concrete, 3 bids submitted, and price will be averaged between all bids. This way we can coordinate schedule for sections of sidewalk. Contractor will bill the property owner. Councilor Boyd brought up the RFP limits. Need to define scope of work if issuing RFP.

b. Future Discussion Items

- Bringing in a pool consultant to solve issues
- Discussion on social media policy
- Probation period for new hires
- Flume tax and other ballot issues

12. EXECUTIVE SESSION

Executive session pursuant to C.R.S. § 24-6-402(4)(b and (4)(e)(I), for a conference with the City attorney for the purpose of receiving legal advice and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, concerning the City's marketing and visitor's center RFP and contract negotiations.

At 7:55 pm, Mayor Pro Tem Wood made a motion to move into executive session, Councilor Boyd seconded. Passed unanimously.

13. Possible action concerning the City's Marketing and Visitor Center contract negotiations.

Council came out of executive session at 8:57 p.m. Council, Mr. Perry and Ms. Viner were in the session. Mayor Nelson made a motion to separate the visitor center operation contract from the marketing contract, award the visitor center contract for one year at 160K and the marketing contract for one year for 250K but the City will hire a facilitator to assist in developing adequate deliverables and metrics for the marketing contract. Councilor Funk seconded it. After discussion, Mayor Nelson amended his motion to add that these contract will be for one year until March 31, 2021 so long as OTO has a clean audit for 2018 and 2019 by noon on March 16, 2020. Councilor Funk seconded the amended motion. It passed unanimously.

14. ADJOURNMENT

The meeting adjourned at 9:06 and Mayor Pro Tem Wood motioned to adjourn and Councilor Funk seconded it. It passed unanimously.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on March 2, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 12th day of March, 2020.

Melissa M. Drake, City Clerk

**Ouray City Council Regular Meeting
Summarized Minutes
Wednesday, March 4, 2020 at 1:00pm
MASSARD ROOM – Ouray Community Center**

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 1:02 pm

2. ROLL CALL

Mayor Greg Nelson – Present

Mayor Pro Tem John Wood – Present

Councilor Glenn Boyd – Present

Councilor Ethan Funk – Present

Councilor Peggy Lindsey – Excused

Also present were City Administrator Justin Perry, Finance and Administration Director Melissa Drake, and City Attorney Carol Viner

3. The PLEDGE OF ALLEGIANCE was recited

4. DISCUSSION ITEM – Review of Interim City Administrator Resumes and Cover Letters

Council discussed the process with City Attorney Carol Viner.

Councilor Funk made a motion to go into Executive Session to discuss the applicants. Ms. Viner stated that these will be contract employees and she has no legal advice to offer in an Executive Session. Council discussed. Mr. Funk withdrew his motion.

Council discussed the process and the applicants.

5. ACTION ITEM - Possible Action to Determine In-person Interviewees for the Position of Interim City Administrator

Councilor Boyd made a motion to interview the following candidates for the position of Interim City Manager: Tom Acre, Robert Joseph, Alan Lanning, and David Torgler. Mayor Pro Tem Wood seconded the motion. Mayor Pro Tem Wood stated that the current Public Works Director Joe Coleman (internal candidate) has done a great job but the City needs him in his current position. Mayor Nelson and Councilor Boyd also noted that Mr. Coleman does not have the required city administration experience.

The motion was approved on unanimous vote.

6. ADJOURNMENT

At 2:02pm, Mayor Pro Tem Wood made a motion to adjourn the meeting. Councilor Funk seconded the motion and it was approved on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the special meeting of the Ouray City Council held on March 4, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 4th day of March 2020.

Melissa M. Drake, City Clerk

**Ouray City Council Regular Meeting
Summarized Minutes
Wednesday, March 11, 2020 at 1:00pm
MASSARD ROOM – Ouray Community Center**

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 1:00pm

2. ROLL CALL

Mayor Greg Nelson – Present
Mayor Pro Tem John Wood – Present
Councilor Glenn Boyd – Present
Councilor Ethan Funk – Present
Councilor Peggy Lindsey – Present

Also present were Finance and Administration Director Melissa Drake and City Attorney Carol Viner

3. INTERVIEWS OF CANDIDATES FOR THE POSITION OF INTERIM CITY ADMINISTRATOR

Council interviewed 4 candidates asking each candidate a set list of questions.

They interviewed Alan D. Lanning at 1pm and John T. (Tom) Acre at 2pm. Council took a break at 2:43pm. At 3pm, they resumed the meeting and interviewed Robert Joseph at 3pm. Council took another break at 3:53pm. They resumed the meeting and interviewed David J. Torgler at 3:57pm. At 4:27, Council took a break.

Council reconvened at 4:34pm.

Mayor Pro Tem Wood made a motion to move into executive session, Councilor Funk seconded. The motion passed unanimously.

4. EXECUTIVE SESSION - pursuant to C.R.S. § 24-6-402(2)(f) for Discussion Concerning the Interim City Administrator

Council discussed the candidates.

At 5:32pm Council returned to open session.

5. ACTION ITEM - Possible Action Concerning the Interim City Administrator Position

Council took no action.

6. ADJOURNMENT

At 5:33pm, Mayor Pro Tem Wood made a motion to adjourn the meeting. Councilor Boyd seconded the motion and it was approved on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the special meeting of the Ouray City Council held on March 11, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 30th day of March 2020.

Melissa M. Drake, City Clerk

**Ouray City Council Regular Meeting
Summarized Minutes
Monday, March 16, 2020 at 1:00pm
MASSARD ROOM – Ouray Community Center**

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 1:00 pm.

2. ROLL CALL

Mayor Greg Nelson – Present
Mayor Pro Tem John Wood – Present
Councilor Glenn Boyd – Present
Councilor Ethan Funk – Present
Councilor Peggy Lindsey – Present

Also present were City Administrator Justin Perry, City Resources Director Rick Noll, Police Chief Jeff Wood, Public Works Director Joe Coleman, Finance and Administration Director Melissa Drake, Community Development Coordinator Chris Hawkins, and City Attorney Carol Viner.

3. THE PLEDGE OF ALLEGIANCE WAS RECITED

4. PUBLIC HEARING

Liquor License Application – Full Tilt Saloon LLC dba Full Tilt Saloon

Mayor Nelson open the public hearing.

Hearing no comments, Mayor Nelson closed the public hearing.

5. CEREMONIAL/INFORMATIONAL

a. Corona Virus Update – Ouray County Public Health

Tanner, Ouray County Health Director: BOCC emergency meeting at 4:00 pm, possible to call in to attend meeting remotely. Test kits on order, but other areas will get them first since we are at lower risk. Ouray County will probably receive tests sometime in April. Tanner receives daily reports from CDPHE as updates are made. Confirmed cases nationwide are low for lack of tests. Councilor Boyd reminds everyone that the coronavirus can live in the air for up to 3 hours, on hard surfaces up to 3 days. Councilor Lindsey asked for details on Telluride and Mountain Village quarantines. San Miguel County is on voluntary quarantine; it is strongly recommended that anyone who has been to San Miguel County in the last few weeks self-quarantine. San Miguel is mirroring Eagle, Summit and Gunnison Counties in policies. No confirmed cases in San Miguel County yet, but they are testing. A sick person would get in touch with Tanner or their medical office who would determine if the symptoms warranted testing. Mr. Perry asked Tanner to confirm that the projected peak of diagnoses in the US will be around May 1st, and that people may not experience severe symptoms while still carrying the virus. Tanner was not able to confirm the peak diagnosis window, but he did confirm that around 80% of people infected will not feel horribly sick.

Fatality rate is around 3-5%, flu is .1% annually. City of Montrose, City of Gunnison, etc. have all declared states of emergency, 26 more to follow suit today (March 16).

Bette Maurer asked Tanner to define a quarantine.

b. Mini-Training – Social Media

Don't have accidental meetings online by comments and replies. Have a private page and don't use the same logo as city logo on any personal websites. Staff are also held to standards of conduct on social media.

Covid-19 update page created on city website.

Jennifer Peterson, as information officer, is on the incident command team as well.

6. APPROVAL OF MINUTES – February 3, 18, and 20

Small change to 2/20 minutes item 3d: change "met and greet" to "meet and greet". Otherwise the minutes stand approved.

7. CITIZENS' COMMUNICATION

Maureen, Ouray Public Library: attempt curbside service for families with kids who are home from school, may do home delivery for homebound people. Working with Tanner on what is reasonable. Library will work with food pantry for people who are concerned about food.

8. CITY COUNCIL REPORTS/INFORMATION

a. Glenn Boyd – nothing critical

b. Ethan Funk – nothing critical

c. Peggy Lindsey – nothing critical

d. John Wood – nothing critical

e. Greg Nelson – nothing critical

9. DEPARTMENT REPORTS

a. City Administrator – Report in emergency preparedness section.

b. Finance and Administration Director – Nothing to report. Mayor Nelson asked Ms. Drake how much of LOT funds went to OTO last year. Answer will be researched later.

c. Community Development Coordinator – nothing critical

10. CONSENT AGENDA

Liquor License Renewal – Colorado Boy South, Inc. dba Colorado Boy Southwest

Councilor Boyd made a motion to approve the consent agenda, Councilor Funk seconded. The motion passed unanimously.

11. ACTION ITEMS

a. Liquor License Application – Full Tilt Saloon LLC dba Full Tilt Saloon

Mayor Pro Tem Wood made a motion, Councilor Boyd seconded. The motion passed unanimously.

b. City Temporary Liquor License – Full Tilt Saloon LLC dba Full Tilt Saloon

Councilor Boyd made a motion. Mayor Pro Tem Wood seconded. The motion passed unanimously.

c. OTO Contracts

No audit has been received from OTO. Deadline was today at noon. Councilor Lindsey made a motion to table the conversation until next meeting, motion was not seconded. Motion died. Councilor Boyd said we have pushed the audit issue multiple times, we need to take action and not continue waiting. Councilor Lindsey was in favor of giving OTO another week to turn in an audit, but Mayor Nelson disagreed.

Mark from OTO said they provided information to city auditor, thus the auditors are responsible for the delay. Ms. Drake says the auditor was receiving documents until last Friday. Ms. Viner states that the contract has a provision that OTO will hire their own auditor at their own cost, thus the city is not the client for this matter. 2018 audit was due at June 30, 2019 and has not been received yet. 2019 audit is due June 30, 2020.

Mayor Pro Tem Wood said there are two issues on the table: will the city continue to contract with the OTO, and if not, where will the LOT money go to? Concerns about lack of tourism coming to Ouray because of the virus making advertising expenditures not profitable or wise at this time.

Councilor Boyd made a motion to table the conversation until the next council meeting since we are all distracted by the coronavirus situation. Mayor Pro Tem Wood Seconded.

Dawn Glanc, visitor center manager, said many phone calls are coming in to the visitor center about the virus, and the city should consider the visitor center as a resource to the city to keep people connected and informed, even if the doors aren't open. Building restrooms could be opened as well. Calls to the visitor center could be forwarded to the city main line to keep the resource of information.

Mayor Nelson pointed out that the next city council meeting is April 6, after the contract terminates on March 31.

Mayor Nelson voted against, motion passes 4-1.

d. Possible Action Regarding Emergency Preparedness

A local disaster emergency declaration and emergency ordinance provided to Council by Mr. Perry in response to the Covid-19 virus. Leadership team met and created a proposal for Council:

Safety is number one priority. City is responsible for providing essential services although the city hall building will be closed to the public. City will re-evaluate opening city hall on April 3rd. Police Dept. has plan to limit their contact with the public. Public Works employees will continue scaled-back work around town and in the shop. Public restrooms in City Hall will be closed, but the public restrooms at the bank will still be open. Custodian will be equipped with PPE. City Administration will be closed but still conducting business over the phone and email. No face to face meetings. People are encouraged to not pay utilities with cash. Accounts Payable individual will be working in the office. Mr. Perry will work in the office in the morning and work from home in the afternoon. HR Manager, Finance and Administration Manager and Communications Officer will work remotely. IT support will work remotely when possible. Setting up remote meetings for Council, CEDC, Planning Commission, PARC, etc. Focusing on essential items in meetings only. City will monitor staffing levels to determine if same level is needed in the long term, should this continue. Aja Tibbs, the new Community Development Coordinator will begin work on March 30, working remotely. Building Inspector will continue to work as usual, remotely when possible.

Jennifer Peterson is in charge of Zoom meetings for the city, and IT will be in charge of access to working remotely for employees.

Councilor Lindsey asked if the city should initiate the shutdown of local restaurants. Ms. Viner said the Ouray County Public Health department would be the organization to shut them down, not the city.

Kristin Fairchild at Duckett's said if panic buying stopped today it would take 2-3 months to completely restock, and the bread supplier is dropping stores in the area independently of the virus. Duckett's will start a pickup order system where customers don't actually go in the store, but call ahead with their order.

City of Ouray and the County's primary concerns are: the large percent of population over 60, the lack of medical facilities, and the food supply. If we have people quarantine in place, we will end up with any hotel/vacation home guests here needing our resources as well as the residents.

Ms. Viner stated the County has a statutory right to declare an emergency to implement emergency plan and establish incident command. An Emergency Declaration would allow a municipality access to emergency funding available. Whatever the county implements applies to the cities within the county. The City can also declare a state of emergency and join a joint incident command with Ridgway, County and possibly school boards. Tanner, Director of Public Health, is in charge of the incident command. Staff needs to track hours worked related to virus management.

Continuing with Mr. Perry's response to the coronavirus: Community center will be closed until April 3rd. City Parks will be open, but no events booked. Ice Park closed on Sunday. Hot Springs and fitness center will be closed. Pool staff will be working on maintenance projects during the closing, moving them up from planned closure in April.

Jennifer Peterson will be in charge of all city communications going forward, beyond virus communications, to give a unified voice for the city, including the pool and police department.

Councilor Boyd would like to remind citizens that flushable wipes and other paper products should not be flushed, and we should be aware of water conservation with the increased hand washing. Brad Clark announced there was toilet paper in stock at the hardware store.

Mayor Nelson would like to see unity and consistency in communications from the city, the Town of Ridgway and the County. Mayor Pro Tem Wood suggested using the Ouray School Radio Station to give updates to the public at specific times. Councilor Boyd said all communication must come from incident command to be consistent.

Councilor Boyd made a motion to declare a local disaster emergency declaration, Councilor Funk seconded. The motion passed unanimously.

Mayor Pro Tem Wood moved to adopt ordinance 3 for virtual meetings. Ordinance does not meet open meeting law, but would only pertain during the emergency declaration time. Councilor Boyd seconded. Motion passed unanimously.

Mayor Pro Tem Wood would like to ratify City Administrator Perry's actions of closing the pool and city hall. Councilor Funk seconded. Motion passed unanimously.

12. DISCUSSION

Emergency Preparedness Budget

If emergency situation is prolonged, city will run out of funds for operation. City needs to evaluate projects and expenditures coming up, including water meter project spending. Mr. Perry will have a leadership meeting to determine spending that can be cut and present it to council. City has around \$3 million in liquid assets to address situation if necessary. Nothing has been received yet in regard to the COP refinancing.

13. EXECUTIVE SESSION

Executive session pursuant to C.R.S. § 24-6-402(4)(b and (4)(e)(I), for a conference with the City attorney for the purpose of discussion of personnel matter and discussion of an Interim City Administrator.

At 2:41 pm, Councilor Boyd made a motion to move into executive session, Mayor Pro Tem Wood seconded. The motion passed unanimously.

14. Possible action concerning the City's Marketing and Visitor Center contract negotiations.

15. ADJOURNMENT

The meeting adjourned at 9:06 and Mayor Pro Tem Wood motioned to adjourn and Councilor Funk seconded it. The motion passed unanimously.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on March 16, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 30th day of March, 2020.

Melissa M. Drake, City Clerk

Ouray City Council Special Meeting Summarized Minutes
Friday, March 20, 2020 at noon
320 6th Avenue – Community Center – Massard Room

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 12:05 pm

2. ROLL CALL

Mayor Greg Nelson – Present
Mayor Pro Tem John Wood – Present
Councilor Glenn Boyd – Present
Councilor Ethan Funk – Present
Councilor Peggy Lindsey – Present

Also present were City Administrator Justin Perry, Police Chief Jeff Wood, Public Information Officer Jennifer Peterson and Administrative Accounting Clerk Julie Lancaster.

3. THE PLEDGE OF ALLEGIANCE WAS RECITED

4. EXECUTIVE SESSION - pursuant to C.R.S. § 24-6-402(2)(f) for Discussion Concerning the Interim City Administrator

Councilor Boyd made a motion to go to executive session at 12:09pm. Councilor Funk seconded. Motion passed unanimously.

5. ACTION ITEM – Possible Action Concerning the Interim City Administrator Position

Executive session concluded at 1:04.

Mayor Nelson would like to waive the 30 day notice for termination so that Mr. Perry can serve as Administrator during this emergency, and so he can pursue his law enforcement career as he sees an opportunity arise, but continue to serve as Administrator for the time being.

Councilor Boyd made a motion to continue with Mr. Perry as administrator, waiving the 30 notice period. Mayor Pro Tem Wood seconded. Motion passed unanimously.

Mayor Pro Tem Wood made a motion for the city to stop the search for the interim administrator and move to finding a head hunter to hire a permanent administrator. Councilor Boyd seconded. Motion amended, councilor Boyd approved amended motion. Motion passed unanimously.

6. ADJOURNMENT

At 1:12 pm, Councilor Funk made a motion to adjourn the meeting. Councilor Lindsey seconded the motion and it was approved on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on March 20, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 30th day of March, 2020.

Melissa M. Drake, City Clerk

Public Works March Update

Water

- Water Usage Numbers for **February**:
Influent (Water from spring) – 28,986,752 Gallons
Effluent (Water to town) – 12,482,300 Gallons
Ice Park – 2,338,320 Gallons
Mineral Farms – 190,800 Gallons
- Timberline Electric and Control Cooperation was onsite to continue working out some issues with the City SCADA system. We are working on getting totalizers corrected and our call out capabilities improved.

Sewer

- Continued skimming lagoons of debris when necessary.
- The City contracted to have 15,000 feet of City Sewer cleaned and inspected. We found one source of infiltration and it has been addressed and corrected.
- Repaired manhole along HWY 550 by pouring concrete around the cone. This manhole received damage due to plowing.

Street

- The City grader is currently leaking antifreeze into the oil. After trouble shooting what we could and not being able to find the issue, CAT in Grand Junction came to pick up the piece of equipment and repair for us. We currently do not know what the issue is yet.
- Ordered new sander for plow truck.
- Spot grade roads when weather permitted.
- Worked on grading and drainage on Oak St. Added new road base.
- RFP for Box Canyon Road Improvement Project was posted, pre-bid conference was held and all submittals are due on April 2nd 2020 at 3pm.

City Resources

- Continued geothermal monitoring.
- MWAT Spread sheet for upstream conductivity probe. Downloaded data and added to the spreadsheet for DMR report.
- Repaired rock wall at Fellin' Park.
- Pulled damage fence out of flume on 4th St.
- Worked with SGM to get engineering PSA put together for Phase III of the Geothermal Line Project. This project has been postponed.
- Hauled bleachers from the Ice Park back down to Fellin' Park.
- Meeting with the beautification committee to discuss staff roles, committee member roles and answer questions. Also discussed how the gardener and seasonal employees will now fall under City Resources.
- Ordered porta potties for Fellin' Park and the North Ouray Corridor.
- Closed Sled Hill on March 9, 2020.
- Stained benches in Fellin' Park at the soft ball field.

City Resources Department

April 6, 2020

The Hot Springs Pool and Community Center have been closed since March 16 because of the corona virus. For one week employees at the pool cleaned and disinfected the bathhouse until the Governor's order for all workers to stay home except for essential services. Currently the only people at the pool are two maintenance personnel and the pool manager. During closure the pool filter systems must remain in operation and water must continue to be balanced and monitored. The requirements of the State water discharge permit continue being fulfilled while the pool is closed. Chemical use in the pools has been reduced to minimum levels. Maintenance personnel are deep cleaning individual pools, performing repairs on individual pools, and refilling them one at a time. Once filled, the pools will recirculate water but additional geothermal water will not be introduced. This will help minimize chemical costs used for pretreatment. Currently the overlook pool has completed and staff will be cleaning the hot pool next.

The spring maintenance and cleaning shut-down at the Hot Springs Pool had been scheduled for April 13. With the forced shut down many of those activities are taking place now. Necessary supplies and materials have been ordered (ascorbic acid, filter media, actuator parts, etc.). The suddenness of stay-at-home orders has delayed many deliveries. Pool maintenance staff have done a good job of ordering what is needed and scheduling work with the required flexibility to remain productive while waiting for delivery of specific items.

The American Red Cross Aquatic Examiner Service conducted an unannounced onsite audit of the Hot Springs Pool early in March. The audit included incognito observations of the lifeguards on deck, safety drills with staff performing rescue scenarios, an inspection of the facility for safety equipment and supplies, and a review of training records and incident/accident reports. During lifeguard observations the staff performed well. Records were up to date and complete. Training and certifications were determined to be sufficient and recommendations were made of improvements to training that will make training more consistent with Red Cross standards. During this period when the pool is closed to the public the Pool Manager and Lead Lifeguards are revising the 12-month in-service schedule that has been in place at the facility. There will be additional unannounced visits from the Aquatic Examiner Service once the facility is reopened.

The City's custodian is coming in as needed to clean and disinfect and to conduct maintenance activities at the Community Center.

All events at the Community Center have been suspended. Several individuals who have reserved the Community Center have contacted staff to ask about refunds if they need to cancel. Staff is responding with acknowledgment of the inquiries and will defer providing additional information until there is more information on the length of the current emergency travel restrictions and until a policy on how to proceed with cancelations has been made by City

Council. For those events scheduled right now, during the travel restrictions and restrictions on groups larger than ten people, refunds will be provided.

Members of the Beautification Committee met with Pool and other City Resource Dept. staff to discuss the seasonal gardener position and to discuss gardening and beautification projects near the fish pond and the bathhouse near Fellin Park. The Beautification Committee will obtain bids for installing a fence around the mixing vault near the fishpond. This project may be delayed due to the current emergency situation.

Applications have been received for the Parks and Facilities Manager position. Other activities in the City organization have become a higher priority during the covid-19 crisis. Applicants have been notified that there is a delay in the hiring process.

During the Park and Recreation Committee (PARC) meeting on March 3rd there was discussion of holding a committee work session in April that would be specifically about Rotary Park. This discussion will be revisited at a future meeting.

A counterfeit 10-punch pool pass was received at the Hot Springs Pool. Police were notified and the pass was confiscated by pool staff.

A minimum level of night lighting at the Hot Springs Pool is required for safety and security at the facility. Pool staff have reduced the lighting that can be reduced or turned off. In water lighting must remain in order to allow police and others to determine if there is unwanted activity at the pool.

The exhaust hood in the Massard Room kitchen was inspected and certified by a third-party fire protection company. These inspections are required twice per year.

Equipment for audio/video improvements for City Council meetings in the Massard Room has been delivered and partly installed. The equipment that remains to be installed is stored securely and this project will resume once people can safely return to work.

Much of the planning for the 100 year anniversary of the Box Canon Falls has been suspended until it is known when the Falls will be opening. Opening day is currently set for May 1 but it is likely that travel restrictions will remain in place on that date. The date of the anniversary is in August. Some sort of celebration will occur, but likely scaled down from the all-season activities that had previously been planned.

City of Ouray Police Department

Chief's Report

3/23/20-4/3/20

During the reporting period OUDP responded to:

- 3) Medical assists
- 2) Rock slides
- 4) Sheriff's Office assists
- 2) Animal complaints

Additionally officers conducted approximately 100 patrol checks.

On 03/21/2020 Chief Wood was asked to be the Incident Commander for the City of Ouray and to represent the city as part of a Unified Command structure for Ouray County's response to the Covid 19 pandemic response. This requires between three and seven hours of time per day of coordination with the other incident commanders and the public information officers.

P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

CONSENT AGENDA ITEMS (April 6, 2020):

Bed & Breakfast Liquor Permit – SG B&B Corp. dba Secret Garden Bed and Breakfast

Action Requested – *Will City Council approve the Bed & Breakfast Liquor Permit for Secret Garden Bed and Breakfast?*

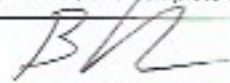
Background – This is an established business within the City of Ouray that currently possesses a B&B liquor permit. As is required by State Statute for all liquor permit holders, they must renew their permit annually. All the necessary paperwork and administrative requirements have been met and everything is in order for renewal. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal.

Recommendation – City Staff recommends that City Council approve the Bed & Breakfast Liquor Permit – SG B&B Corp. dba Secret Garden Bed and Breakfast.

Bed and Breakfast Permit Application

Applicant is a:

- ☒ Corporation
☐ Individual
 ☐ Partnership
☐ Limited Liability Company

1. Name of Applicant SG B+B Corp		State Sales Tax Number 87134398-0001																						
2. Trade Name of Establishment (DBA) Secret Garden Bed & Breakfast		Email Address Secretgarden.co@gmail.com																						
3. Address 1016th Ave		Phone Number 970-325-4226																						
City Duray	County Duray	State CO	Zip Code 81427																					
4. Mailing Address (Number and Street) PO Box 862	City or Town Duray	State CO	Zip Code 81427																					
<ul style="list-style-type: none"> Attach a copy of a deed or lease in the exact name of the applicant only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance). Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed. <p>Pursuant to 44-3-412, C.R.S., Applicant hereby states that it qualifies for a Bed and Breakfast Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority.</p> <p> <input checked="" type="checkbox"/> That it has no more than 20 sleeping rooms, and <input checked="" type="checkbox"/> That it provides at least 1 meal per day at no charge other than for overnight lodging, and <input checked="" type="checkbox"/> That it does not sell alcohol beverages by the drink or in sealed containers, and <input checked="" type="checkbox"/> That it will not serve alcohol beverages for more than 4 hours in any one day, as follows: </p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Monday Hours</th> <th>Tuesday Hours</th> <th>Wednesday Hours</th> <th>Thursday Hours</th> <th>Friday Hours</th> <th>Saturday Hours</th> <th>Sunday Hours</th> </tr> </thead> <tbody> <tr> <td>From: 5P m.</td> <td>From: 5P m.</td> <td>From: 5P m.</td> <td>From: 5P m.</td> <td>From: 5P m.</td> <td>From: 5P m.</td> <td>From: 5P m.</td> </tr> <tr> <td>To: 9P m.</td> <td>To: 9P m.</td> <td>To: 9P m.</td> <td>To: 9P m.</td> <td>To: 9P m.</td> <td>To: 9P m.</td> <td>To: 9P m.</td> </tr> </tbody> </table>				Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours	Saturday Hours	Sunday Hours	From: 5P m.	From: 5P m.	From: 5P m.	From: 5P m.	From: 5P m.	From: 5P m.	From: 5P m.	To: 9P m.	To: 9P m.	To: 9P m.	To: 9P m.	To: 9P m.	To: 9P m.	To: 9P m.
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Oath of Applicant																								
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.																								
Signature 		Title President Owner	Date 3/18/20																					
Report and Approval of Local Licensing Authority (City/County)																								
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 1 and 3, C.R.S., as amended.																								
THEREFORE, THIS APPLICATION IS APPROVED.																								
Local Licensing Authority (City or County)		Date filed With Local Authority																						
Signature		Title	Date																					
Report of State Licensing Authority																								
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended																								
Signature		Title	Date																					
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY																								
Date License Issued	License Account Number	Period																						
\$50.00 (Cash Fund)	\$21.25 (OAP Fund)	TOTAL																						

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ACTION ITEMS (April 6, 2020):

Second Chance Animal Services Agreement

Action Requested – *Will City Council approve the Animal Services Agreement?*

Background – This is an annual renewal for animal services. Previous agreements have been successful.

Recommendation – City Staff recommends that City Council approve the Second Chance Animal Services Agreement.

Executive Search Firm Review

Action Requested – *Will City Council select an executive search firm or select firms to interview on April 7th at 1pm?*

Background – City Council directed City Attorney Carol Viner to issue a request for proposal (RFP) for an executive search firm to begin the hiring process for the City Administrator. The RFP, list of firms contacted, and responses are in the packet.

Recommendation – N/A

PSA – SGM Engineering of Phase III Geothermal Line Project

Action Requested – *Will City Council approve the Professional Service Agreement with SGM for Engineering Services for the 3rd phase of the geothermal waterline project?*

Background - The City is currently in the 3rd phase of design and construction for the hot water line delivery system that feeds the Ouray Hot Springs Pool with natural geothermal water. This new line will include updated piping and insulated lining that will further protect and preserve the water and heat. Our data currently shows a loss of approximately 12 degrees from the heat exchange vault at 3rd and Oak to the pool. It is expected that this new improved infrastructure will help preserve the geothermal temps as it travels through the system, thereby providing increased heat at the pool. In 2018 the City began working with SGM on this project, however due to lack of expected grant funding in 2019, the project was delayed. With our approved and budgeted funds for this project this year, we are able to proceed with the improvements.

Recommendation – Staff recommends that City Council approve the PSA with SGM for engineering services for the 3rd phase of the geothermal waterline project.

Possible Action on CEDC Recommendations

Action Requested – *The CEDC will present their recommendations at this meeting.*

Possible Action on COVID-19 Response

Action Requested – *City Council may take actions as needed.*

ANIMAL SHELTER MANAGEMENT AND SERVICE AGREEMENT

This Animal Shelter Management and Service Agreement (hereinafter referred to as this "Agreement"), is made this ____ day of ____, 2020 between Second Chance Humane Society, a Colorado nonprofit corporation, (hereinafter referred to as the "Humane Society") and the City of Ouray, Colorado, a home-rule municipal corporation, (hereinafter called the "City").

MATERIAL TO THIS AGREEMENT ARE THE FOLLOWING POINTS:

- A.** The Humane Society provides much needed shelter for impounded, strayed and surrendered animals in Ouray and San Miguel Counties and the City currently has no facility to care for or shelter such animals.
- B.** Pursuant to C.R.S. §31-15-401, *et seq.*, the City of Ouray is authorized to enter into agreements to provide for the impoundment or disposition of pet animals.
- C.** The Humane Society and the City desire to have a management and servicing agreement to provide for present and future impoundment, shelter and disposition services as authorized by the above- referenced statutes.
- D.** This contract provides for the impoundment of animals at the Humane Society, and such agreement further provides that owners who retrieve their animal from the Humane Society will pay certain fees and charges for board, care and impoundment of pet animals.
- E.** The parties wish to set forth an agreement regarding the payment to the Humane Society for the impoundment, shelter and disposition of pet animals that may not be retrieved by their owners and that have been deposited with the Humane Society by the City of Ouray Police Department.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE AS FOLLOWS:

- 1.** "Services", as used herein, shall mean holding and caring of impounded and strayed dogs or cats from within the City of Ouray, providing necessary food, sustenance and health care including vaccinations and physical exams as may be needed; while under the jurisdiction of the City, humanely disposing of dogs or cats following final consultation with and at the direction of the City; and all the administrative work that is associated with caring for stray and impounded animals. City law enforcement officials or contracted animal control officers will have access to the shelter seven days a week, during regular business hours. For after-hours impounds, the Humane Society will ensure that an on-call staff member is available to accept the impounded animal and on-call information will be provided by the Humane Society to all appropriate dispatch centers. "Services" does not include collection, transport or seizure of animals or handling of dangerous animals.
- 2.** "Seven Day Hold," as used herein shall refer to the period of time during which the City retains ownership of and responsibility for animals provided by the City to the Humane Society for services contemplated in this Agreement. At the conclusion of the Seven Day Hold, the City's ownership of the animals in the possession and care of the Human Society shall transfer and the Human Society shall have exclusive responsibility with respect to final disposition, adoption, or termination of the animals. The Humane Society shall abide by its adopted policies and procedures at all times, and shall have sole authority of animals in its possession at expiration of the Seven Day Hold.

3. The Humane Society agrees to provide the Services, as defined above, on behalf of the City. In addition, the Humane Society agrees to join with public officials and the public in general in dissemination of information concerning the need for the proper care and treatment for all animals, and to advocate the prevention of needless birth of unwanted animals.

4. For purposes of this Agreement, for calendar year 2020 the following fees shall apply for dogs or cats that are accepted by the Humane Society from the City:

Board and care.....	\$20.00/day per animal
.....	\$25.00/day for unaltered animals
.....	\$25.00/day for aggressive/dangerous animals
Processing fee.....	\$20.00
After hours fee.....	\$25.00
On-site assistance to law enforcement.....	\$15.00/hour
Euthanasia fee for aggressive/dangerous dogs or cats (including untreatable cats) assessed as non-rehabilitative.....	\$138.00
Rabies testing when required.....	up to \$180.00
Feral cat TNR.....	\$138.00

Animals that are impounded, but claimed by their owners, will not be billed to the City as the Humane Society will collect impoundment fees from the animal owners. Board and care shall be charged per dog or cat for up to a maximum of seven calendar days. The Humane Society will email the City Chief Marshal and designated code enforcement officer whenever an animal is impounded and City will be charged for unclaimed animals under the terms of this Agreement, provided invoices include the animal identification code, for example, "Stray (date)" and a detail of services rendered. Only those charges for unclaimed animals that are retained during the Seven Day Hold, or for animals that die in care prior to the end of seven days, shall be charged to the City. The Humane Society shall provide the City on a quarterly basis a detailed invoice for such services, referencing each animal ("Stray (date)") and providing complete information about the location of where the animal was found, its disposition, and the amount being charged for each service rendered. City agrees to pay such charges to the Humane Society within thirty days of receipt of such invoice, up to a maximum amount of **\$3,000.00 for calendar years 2019 - 2020**, including any and all charges for services contemplated in this Agreement, including those referenced in this paragraph 3, as well as in paragraph 6 below. If the invoice information provided about each animal is not complete, the City may, at its discretion, refuse to pay for services for animals for which information is incomplete.

5. City shall not be responsible to pay fees for services rendered to animals that are voluntarily surrendered by residents or guests from within Ouray County.

6. In those instances in which an animal is impounded by, or at the request of, the City and placed with the Humane Society, if no owner appears to claim the animal and pay the associated fees and costs during the Seven Day Hold and after notification that the animal has been impounded, the animal shall be deemed abandoned.

7. In instances in which an unclaimed animal impounded by or at the request of the City has been injured, the parties agree that the City is responsible for emergency medical costs required to prevent an injured animal from suffering during the Seven Day Hold period. All costs attributable to such care shall be included in the fee cap in paragraph 3 above.

8. The Humane Society agrees that all Services which may be provided hereunder shall be performed in full compliance with all applicable federal and state rules, laws or regulations. The Humane Society shall indemnify and hold City harmless from and against any and all claims, demands or actions, including all attorney fees that may be incurred by the City, which may be brought against the City as a result of the impoundment, holding or caring for dogs or cats pursuant to the terms of this Agreement and/or as a result of the action or inaction of the Humane Society with regard to any impounded or stray dog or cat once said animal is under the care and control of the Humane Society staff and provided that the animal has been received by the Humane Society staff in good health and condition. This obligation under Section 1 shall not be construed to extend to any injury, loss or damage that is caused by the act, omission or other fault of the City, its officers or its employees. To the extent provided by law, the City shall indemnify and hold the Humane Society harmless from and against any and all claims, demands or actions, including all attorney fees that may be incurred by the Humane Society with respect to this Agreement.

9. The Humane Society shall keep appropriate records, reports and documents relating to the services provided hereunder for at least three years and such records, reports and documents shall be reasonably made available to the City for review or audit.

10. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney fees.

11. This Agreement may be terminated by either party by giving thirty days written notice to the other party.

12. The Humane Society shall not assign its rights or interest in this Agreement without the prior written consent of the City.

13. In performing the services under this Agreement, the Humane Society shall be an independent contractor and neither the Humane Society nor any of its employees shall be considered employees or agents of the City.

14. Pursuant to C.R.S. 8-17.5-101 et seq. the Humane Society certifies the following:

i. the Humane Society shall not knowingly employ or contract with an illegal alien to perform services under this Agreement.

ii. the Humane Society shall not enter into a contract with a subcontractor that fails to certify to the Humane Society that the subcontractor shall not knowingly employ or contract with an illegal alien to perform services under this Agreement.

iii. the Humane Society has confirmed the employment eligibility of all employees who are newly hired for employment to perform services under this A through participation in either

1. the E-verify Program, (the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended,

and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program); or

2. the Department Program (the employment verification program established pursuant to C.R.S. 8-17.5-102(5)(c)).

iv. the Humane Society shall not use the E-verify Program or the Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

v. If the Humane Society obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with an illegal alien, the Humane Society shall:

1. notify subcontractor and City within three days that the Humane Society has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that the Humane Society shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

vi. the Humane Society shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes pursuant to C.R.S. 8-17.5-102(5).

vii. If the Humane Society violates these illegal alien provisions, City may terminate this Agreement for a breach of contract. If this Agreement is so terminated the Humane Society shall be liable for actual and consequential damages to City.

City shall notify the Office of the Secretary of State if the Humane Society violates these provisions and City terminates this Agreement for that reason pursuant to C.R.S. 8-17.5-102(4).

15. The Humane Society will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability or national origin. The Humane Society will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, sexual orientation, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Humane Society agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

16. The Humane Society shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

17. The terms of this Agreement shall become effective on January 1, 2020 and shall terminate December 31, 2020. The Parties may renew or renegotiate this Agreement prior to December 31, 2020, for the calendar year 2021. In the event that this Agreement has not been renegotiated and executed by said expiration date, the terms of this Agreement shall continue on a month-to-month basis until such time as a new Agreement has been reached between the parties, or until the parties agree to not renew the Agreement or to terminate the Agreement as provided in paragraph 11 above.

18. Any provision of this Agreement or its attachments which impose upon the City, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent to the year of execution of this Agreement is expressly made contingent upon and subject to funds for such financial obligation being appropriated, budgeted and otherwise made available.

This Agreement is entered into as of this ____ day of _____, 20120.

SECOND CHANCE HUMANE SOCIETY
a Colorado non-profit corporation

Kelly Goodin Date
Executive Director

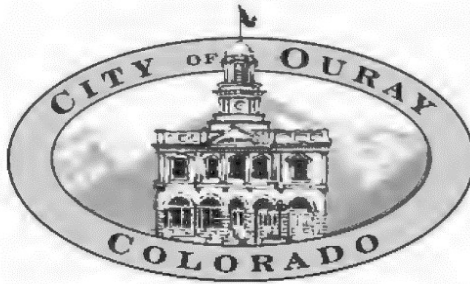
CITY OF OURAY, COLORADO
a Home-Rule Municipal Corporation

ATTEST

Greg Nelson Date
Mayor

Melissa Drake Date
City Clerk

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

The Outdoor Recreation Capital of Colorado

TO: Possible Firm or Applicant

FROM: City of Ouray, Colorado

RE: Council's Executive Search

The City of Ouray (City) is searching for qualified firms who may be able to provide the services of an Executive Recruitment Search Firm, capable of conducting a search for candidates qualified to serve as a permanent City Administrator of Ouray, Colorado. It is possible the scope of services may include a search for an Interim City Administrator during the search process. If you are interested in submitting a proposal, it should be e-mailed to Melissa Drake, Deputy City Administrator at drakem@cityofouray.com **no later than 3:00 p.m. (MST), April 3, 2020.**

The short turnaround time is necessary due the disaster emergency due to COVID-ID. Council desires to begin the process of hiring a City Administrator now. Most of the initial search steps can be conducted via video conferencing. If interested, you should plan to be available for an interview with City Council and executive staff using Zoom on **April 7, 2020 beginning at 12:00 Noon (MST).**

The City of Ouray is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information.

Sincerely,

Carol A. Viner,
City Attorney

Enclosures

REQUEST FOR PROPOSAL

EXECUTIVE RECRUITMENT SEARCH FIRM

I. INTRODUCTION

The City of Ouray (City) is requesting limited proposals (no more than five pages) which set forth your ability to provide the services of an Executive Recruitment Search Firm, capable of conducting a search for candidates qualified to serve as the City Administrator of Ouray, Colorado.

II. OVERVIEW

The City has a rich history starting with Native Americans and then early Spanish explorers who frequented Ouray's hot springs. Ouray then became famous for its vast gold and silver reserves when mining became the major economic driver. This lasted from before the City's incorporation on October 2nd, 1876 through the early 1980s. In that time, Ouray developed a reputation as a tourist destination for families and adventurers. Now with tourism as the predominant economic driver, a vast array of recreational activities are available including hiking, climbing (both rock and ice), jeeping, backcountry skiing, snowmobiling, snowshoeing, ATV rentals, bird watching, hot springs soaking, and the list goes on.

The year-round population of Ouray is approximately 1,000 people but has many additional second homeowners and is a very popular mountain resort destination. The City is the county seat for Ouray County and has an excellent working relationship with both Ouray County and the County's other municipality, the Town of Ridgway. Summertime is the predominant time of year for residents and visitors culminating with the 4th of July when as many as 15,000 people will visit or pass through Ouray. The winter economy is not as robust but still has significant visitations because of the Ice Park and a growing backcountry recreation market.

The City is a Home Rule municipality and operates under a Council-Administrator form of government. The City Council is comprised of five members including the Mayor as the presiding officer. All Council members are elected at large with Council members serving four-year terms and the Mayor two-year terms, with no term limits. The current City Council is new (4 out of 5) and will require assistance with updating the job description, defining the type of Administrator they desire and need and may need assistance with hiring an interim.

The City Administrator oversees the following departments: Administration & Finance, City Resources, Community Development, the Fire Department, Police Department, and Public Works. The City owns and operates the Ouray Hot Springs Pool. The City has significant challenges in the short term and long term, requiring a City Administrator that can lead the City through the difficult times ahead.

III. SCOPE OF SERVICES – EXECUTIVE RECRUITMENT

The ideal firm will deliver Executive Recruitment services as follows:

The Consultant shall work with the City Council and leadership team of the City to actively source, recruit, evaluate suitability of, interview and refer qualified candidates for the position of both a

permanent City Administrator, including but not limited to:

- Facilitate, in partnership with the City Council and leadership team, the solicitation of valuable community input and feedback regarding a new City Administrator
- Assist the City Council in establishing selection criteria for evaluating City Administrator candidates.
- Work with the City Council to develop an updated job description and other descriptive documents for prospective candidates (position profile, background information, marketing materials, etc.) using the community feedback.
- Conduct networking and other search activities to generate a diverse pool of highly qualified prospective candidates who meet the City Council's selection criteria. These activities shall include, at a minimum, publishing the vacancy using regional and national means. Consultant shall focus on identifying potential candidates; screening them for suitability with the City of Ouray and motivating them to interview for the position of City Administrator.
- Work with City Council to review qualified applicants, recommended finalists and scheduling interviews. Consultant shall provide best practices and legal requirements and instructions applicable through the process.
- Facilitation of on-site interview process.
- Conduct reference and background checks on finalists, review benefits and generally assist in the hiring process in ways and at the times requested by the City Council.
- Provide notification to all candidates who applied but were not selected for initial interviews and to those interviewed but not offered the position.
- Work with the City Council to coordinate/negotiate an offer of employment and related details with the final candidate, if requested.
- Consultant shall act in an attentive, ethical, and responsible manner and represent the City of Ouray with the utmost concern for its interests, goals and image with candidates, other communities, and members of the general public.

IV. SCOPE OF PROPOSAL (No more than 5 Pages)

1. Submit qualifications and approach to provide the Scope of Services outlined above.
2. Identify the key person who will work with the City through-out the above process.
3. Provide total cost to provide services defined above. Pricing must include all items annotated in the Scope of Services.
4. Brief company profile to include years in business and performance indicators used to verify the Scope of Services is being met.
5. List of three (3) reference contacts in Colorado.

City of Ouray-Recruiter List
2/26/2020

Firm Name	Contact Name	email
Slavin Management Consultants	Robert Slavin	slavin@bellsouth.net
KRW	Sam Mamet	smamet@comcast.net
Peckham & McKenney, Inc.	Drew Gorgey	drew@peckhamandmckenney.com
GovHR	Laurie Pederson	lpederson@govhrusa.com
Strategic Government Resources	Kristin Navarro	KristinNavarro@GovernmentResource.com
Prothman		info@prothman.com

website	phone	
www.slavinmanagementconsultants.com	770-449-4656	
www.krw-associates.com	303-503-2938	
www.peckhamandmckenney.com	866-912-1919	E
www.govhrusa.com	847-380-3198	
www.governmentresource.com	817-337-8581	
www.prothman.com	206-368-0050	

THE CITY OF OURAY, COLORADO

**Executive Search Request for Qualifications
for**

City Administrator

Prepared by Robert E. Slavin on March 30, 2020



3040 Holcomb Bridge Rd. Suite A-1 • Norcross, Georgia 30071 • (770) 449-4656 • FAX (770) 416-0848 • E-mail: slavin@bellsouth.net
www.slavinweb.com

With an affiliates in Burlington, NC; Cincinnati, OH; Dallas, TX; Dunedin, FL; Hartford, CT; Manteca, CA and Mesa, AZ

March 30, 2020

Melissa Drake
Deputy City Administrator
City of Ouray
320 6th Avenue
P.O. Box 468
Ouray, CO 81427



Via email: drake@cityofouray.com

Re: *City Administrator Recruitment Proposal*

Dear Ms. Drake:

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for the next City Administrator of Ouray. The purpose of this project is to help the City Council to develop and agree to a comprehensive position profile for City Administrator and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile has been approved by the City Council, SMC will have no difficulty identifying quality prospective candidates and becoming immediately productive. It is normal for a City Administrator search to take between sixty and ninety days to complete.

SMC is a national firm, strategically based in Norcross, Georgia for easy access to Atlanta's Hartsfield - Jackson International Airport - the world's busiest airport. We have affiliates in Burlington, NC; Cincinnati, OH; Dallas, TX; Dunedin, FL; Hartford, CT; Manteca, CA and Mesa, AZ.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the City. Over the years we have recruited more than 850 local government executives including many in Colorado. Our Colorado clients include Adams County, Adams County School Dist #14, Arapahoe County, Archuleta County, Arvada, Englewood, Evans, Golden, Fort Collins, Frisco, Greenwood Village, Lakewood, La Plata County, Longmont, Loveland, Mesa County, Northglenn, Pueblo, Rifle and Thornton.

This proposal commits the highest level of our firm's resources. I, Bob Slavin, will manage and serve as the primary consultant for the project. I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. I have a strong and proven commitment to providing exceptional recruitment services to public agencies and have received many accolades supporting this work. *I have the authority to bind the corporation.* Dave Krings and Ms. Randi Frank will assist with the project. Both have served in executive level local government positions and both are highly experienced human resources consultants. I have the authority to bind SMC to a contract with the City of Ouray.

SMC hereby certifies that this proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal; without prior knowledge of competitive prices, and it is in all respect fair; and without outside control, collusion, fraud, or otherwise illegal action.

Thank you for the opportunity to submit this proposal. We look forward to working with the City of Ouray on this critical and highly challenging project. If you have questions concerning this proposal, please contact me at (770) 449-4656.

Very truly yours,

SLAVIN MANAGEMENT CONSULTANTS



Robert E. Slavin, President

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EXHIBITS

Sample Recruitment Profile
Pro Forma Invoice
Client List
EEO Statement
Minority and Female Placements

METHODOLOGY

We recommend a five-step process as follows:

- Define job qualifications and requirements for the City Administrator position — the "recruitment profile."
- Identify and recruit qualified candidates.
- Evaluate prospective candidates.
- Make recommendations, help in selection and facilitate employment.
- Establish evaluation criteria and follow-up.

Each step of this process is described below.

A. Develop Position Profile

We will meet with each Council member individually and, with the City Council's approval, with staff and community leaders to learn the City's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile, we will spend a considerable amount of time at the beginning of the process in Ouray to gather information about the City and to ascertain, the unique challenges of the job and the general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the City Council to arrive at a general agreement regarding the specifications for the position. The final profile will include information about the region, the City of Ouray, the City government, major issues to be faced, the position and the selection criteria established.

B. Identify Qualified Candidates

Once we know and understand the City's criteria and expectations we will develop a targeted marketing program specifically designed to meet those expectations. SMC's recruitment methodologies are state-of-the-art and include placing advertising in professional publications and on professional websites, outreach networking using professional association and social media platforms and the use of SMC's large resume data base. SMC will acknowledge all resumes received and will carefully screen all applicants.

C. Evaluate Prospective Candidates

Preliminary Screening and Progress Report

Criteria for the preliminary screening will be contained in the approved recruitment profile. They will include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We ask well-qualified candidates to complete a comprehensive supplemental questionnaire that is specifically tailored to the City's profile. Through this written instrument, candidates provide substantial information about their career interests and accomplishments, their leadership and management philosophy and style, reasons for job changes, their future career aspirations, etc.

We will meet with the City Council to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the City's specifications for the position. With guidance from the City, we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will determine the City Council's expectations relative to the components and scheduling of the final candidate interview process.

D. Selection and Employment

In-depth Screening and Final Report

At this point, we will interview those semifinalist candidates whom the City Council has the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to best assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct internet, sex offender registry, national and local criminal, civil and driving court records checks. At the City's option, we can psychological (or similar) testing of the candidates. This optional item will result in extra cost.

Our final report will be presented in a meeting with the City Council. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the City, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the City and we will coordinate the entire process.

We will notify all unsuccessful candidates of the final decision reached. We will continue to work for the City until a suitable candidate is recruited and hired by the City.

E. Establish Evaluation Criteria

Once the new City Administrator has been on board for 30 days or so, we will conduct a session with the City Council and with the new City Administrator to establish mutual performance criteria and goals for the position.

F. Follow-up

We will follow-up with the City Council and the new City Administrator during the first year and assist in making any adjustments that may be necessary.

G. Reporting

We will keep the City informed, involved in decisions and involved in the search process. We will provide frequent progress reports to the City.

H. Deliverables

Deliverables include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the City and the selected candidate.

SMC is an equal opportunity employer and recruiter and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, sexual orientation, disability or national origin.

I. Proposed Time Line

The search process normally takes between sixty (60) and ninety (90) days to complete.

Approximately twelve semifinalist candidates are presented to the City at the progress meetings. Generally, about five finalist candidates are presented for interviews with the City Council.

QUALIFICATIONS OF KEY PERSONNEL

Mr. Slavin, will manage and serve as the primary consultant for the project. He is the owner and president of SMC and is among the most experienced recruiters of governmental managers in the nation. He has the authority to bind the corporation. Dave Krings and Ms. Randi Frank will assist with the project. Both have served in executive level local government positions and both are highly experienced human resources consultants. Under Mr. Slavin's leadership, SMC has completed more than 850 successful executive searches for local governments and non-profit agencies located in approximately forty-five states.

Robert E. Slavin, President is a pioneer in public sector and nonprofit executive search. He is among the best known and respected professional recruiters in the business. He has frequently spoken before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee. Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward.

Organizational Memberships (past and present)

- International City/County Management Association
- American Society for Public Administration
- Government Finance Officer's Association
- International Personnel Management Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- National Forum for Black Public Administrators

- Society for Human Resource Management
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

David Krings, ICMA-CM (Retired), SMC Regional Manager, has over 45 years of experience at the top levels of State, County, and Municipal Governments. In more recent years he has served local governments throughout the United States in a consulting capacity. He is internationally recognized as a state and local government management practitioner and consultant. Dave has been on the professional staff of governors in both Wisconsin and Arkansas. He served as the County Administrator in Peoria County (Peoria) Illinois and Hamilton County (Cincinnati) Ohio. Both Hamilton County and Peoria County received national recognition for innovative, quality management during Dave's tenure. He also served as the Assistant Executive Director for Ramsey County (St. Paul) Minnesota.

In 2005, Mr. Krings began his encore career, still in public service, but in a much broader capacity than in prior years. He is the Midwest Regional Director of Slavin Management Consultants, specializing in local government management searches.

He has served as an adjunct Public Administration instructor for the University of Cincinnati and on the faculty of the University of Illinois, Community Information and Education Service.

His peers recognized his leadership by selecting him as the first person to be both the President of the International City-County Management Association (ICMA) and the President of the National Association of County Administrators (NACA). He continues to serve both organizations as an advocate for professional training and ethical behavior. He also is a former president of County Administrators Associations in Illinois and Ohio.

Dave has a M.A. in public policy and administration from the University of Wisconsin-Madison and a BA from Carroll College (Waukesha, Wisconsin). He has also studied at schools in Denmark and Mexico.

He is a recipient of an American Society for Public Administration chapter Good Government Award and is recognized by International City/County Management Association (ICMA) as a retired credentialed manager.

COLORADO REFERENCES

Mr. Darin Atteberry

City Manager
City of Fort Collins
300 LaPorte Ave.
Fort Collins, CO 80521
Phone: (970) 221-6505
Deputy City Manager Search (2014)

Ms. Julie Roeder

Human Resources and Risk Manager
City of Evans
1100 37th Street
Evans, CO 80620
(970) 475-1161
City Manager Search (2016)
jroeder@evanscolorado.gov

Ms. Crystal Twedt

Human Resources Director
City of Durango
949 E. 2nd Avenue
Durango, Colorado 81301
(970)375-5053
City Manager Search (Current)
crystal.twedt@durangogov.org

TIME LINE

See page three for the proposed time line.ccccccccc

GUARANTEES

SMC provides a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the City until the City is satisfied with the candidates and a satisfactory candidate is selected and accepts employment.
- We guarantee our work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the City through our efforts.
- We will never actively recruit any *candidate who we have placed* **nor** will we actively recruit *any employee* from a client organization for at least two years from the completion date of an assignment.

COSTS

Professional Fees - - Our fees are based on a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. We propose a professional fee for this project of **\$15,855.00**

Expenses - - (a) **Consultant travel, lodging and meal costs:** The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals; (b) **Office costs including:** Telephone (\$350 flat fee, billed in two installments), email, postage, messenger, copier, professional background check services and clerical costs. Combined these costs will not exceed 55% of the professional fee (\$8,720.25). Therefore, the total cost to the City for the work proposed will not exceed **\$24,575.25**.

The costs for final candidates to travel to Ouray for interviews are not covered by this proposal. These costs vary widely and are impossible to anticipate at the beginning of a search. Candidate travel expenses are typically paid by the City on a reimbursement basis, directly to the candidates, and controlled through the City's prior approval of the finalist candidates.

Should the City's needs result in additional project scope that significantly increases costs it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new City Administrator accepts employment with the City. Each invoice will be payable upon receipt for professional services. SMC does not provide discounts.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Colorado.

EXHIBITS

The City of Durango, Colorado

Invites your interest in the position of

CITY MANAGER



LIFE IN DURANGO AND LA PLATA COUNTY

Steeped in Western charm, Durango is a virtual adventure wonderland boasting outdoor recreation from skiing to dog-sledding, hiking/biking to horseback riding, historic steam train to hot springs and everything in between. Durango is the La Plata County seat and the business, education, governmental and cultural hub of southwest Colorado. Durango draws a workforce from throughout the region. The City boasts many great restaurants, good shopping and a robust downtown business district. It is the home of the Mercy Regional Medical Center, the main hospital of the area, a 4-year college, Fort Lewis College, the La Plata County seat operations, and a small manufacturing sector. Durango City covers 4.37 square miles and has a growing population of nearly 19,000. The air is clean and, though the region enjoys plentiful snowfall which blankets the ski slopes of Purgatory, the sun does shine nearly 300 days a year.

At an altitude of 6,512 feet, Durango captures the best of the Rockies. The rugged and picturesque San Juan and La Plata Mountains form a breathtaking contrast to the crystal clear blue sky. The air is clean and fresh as are the rivers - Animas, Florida, La Plata, and Los Piños - that have cut through the canyons and carved valleys in the vast mesas. Durango's climate is considered ideal thanks to moderate temperatures and beautiful seasons. In summer, temperatures seldom climb above the high eighties and spring is characterized by afternoon showers which bathe the land and stimulate

verdant growth. Fall brings the promise of "Indian Summer" and clear, dry, cool days - perfect for enjoying the outdoors. Winters are generally mild, sunny and dry with seldom a day of temperatures even close to zero.

DURANGO'S AVERAGE ANNUAL CLIMATE

Average Annual Precipitation: 19.1 inches

Average Snowfall: 79 inches

Mean Freeze Free Period: 99 days

Elevation Above Sea Level: 6,512 feet

Solar Index: 85% of the time in sunshine

Though set far from the bright lights of the big city, La Plata County enjoys contemporary amenities and a rich cultural history as well as the cohesiveness and caring spirit traditional in rural communities.

The County is considered "tri-ethnic," embracing Native American, Latino and Anglo cultures. With Southern Ute Tribal lands stretching across a portion of the County, residents and visitors have the opportunity to participate in annual celebrations and festivals.

With names such as Rio de las Animas, Escalante Crossing and Santa Rita Park, the region's Hispanic heritage is well-documented and the culture is celebrated with the arts and during annual festivals such as Fiesta Days and Cinco de Mayo. Fort Lewis College lends a spirit of progressiveness and youth to the fabric of the region as student involvement and enthusiasm is woven throughout the community. On campus, the growing arts facilities host the acoustically perfect Community Concert Hall, the world renowned Center for Southwest Studies and the Arts Center which showcases local as well as national artists.

One resident describes Durango as living "larger than its size, with a rich and creative community of artists, musicians, athletes, outdoors men and women, educators, and world class business leadership. From college to wilderness, from high mountains to sandstone desert, neither the people nor the environment will disappoint."

From locally roasted coffee beans and award-winning handcrafted beer to gourmet foods and farm-fresh pro-

DURANGO CITY COUNCIL

Melissa Youssef

Mayor

Dean Brookie

Mayor Pro Tem

Kim Baxter

City Councilor

Barbara Noseworthy

City Councilor

Chris Bettin

City Councilor

duce, cheeses and meats, great food is a given in Durango. Unique dining establishments rival those of the big city. In fact, Durango has more incredible locally owned restaurants per capita than San Francisco. In season, the bustling farmers market is not only a source for fresh, natural and organic foods, but a community reunion as well.

Durango is a mountain town with a tight-knit community. The locals tend to be highly educated and civic minded. They are friendly and highly value easygoing lifestyles of recreation (i.e. outdoor activities, events and festivals) and community engagement.

Athletic endeavors are a natural part of the lifestyle including downhill skiing and boarding activities at the Purgatory ski resort and the event that launched Durango's reputation as a cycling mecca: The Iron Horse Bicycle Classic.

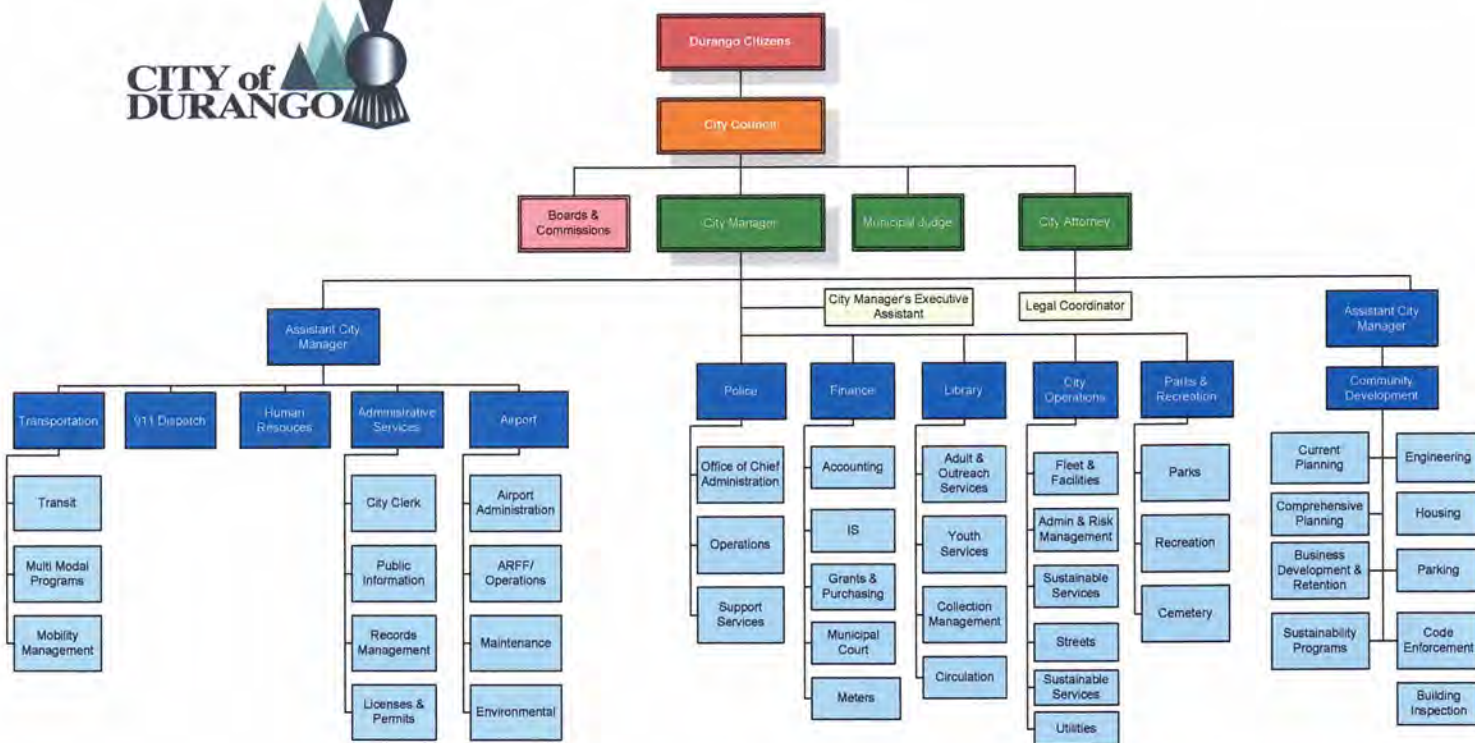
The Snowdown winter festivities, Durango Independent Film Festival, and even Bayfield's Sheep Festival are just a sampling of the activities that add sparks to life in La Plata County.

THE DURANGO CITY GOVERNMENT

The City of Durango was incorporated in 1881 and since 1912 has been a home rule city with a council-manager form of government. The government operates under the authority of the City Charter which essentially acts as the constitution for the City. Under this form of government, the eligible electors of Durango elect five residents as members of the City Council to represent them and serve as the legislative and policy-making authority for the City. The City Council is then required by



CITY OF DURANGO ORGANIZATION CHART



City Charter to appoint a City Manager to be responsible for the day-to-day operations of the City and to act as the Chief Administrative Officer. The City Manager ensures that the organization carries out the policies and goals of the City Council.

The City Manager plans, directs, manages, oversees and assumes full management responsibility for all City operations including: General Government, Streets, Engineering, Parks and Recreation, Finance, City Clerk, Human Resources, Community Development, Public Safety, Library, and General Services as well as Water, Sewer, Sustainable Services, Airport, and Transportation Services Enterprise Funds.

The City of Durango has 353 allocated full-time positions and employs approximately 800 seasonal and part-time employees. The City's Operating Fund Expenditures total \$87,57 million for FY2020.

Durango's City Manager has been a stable position. In fact, the City has had only two managers in nearly forty years.

MAJOR CHALLENGES

- In mid-October 2019, the Acting City Manager was made aware of the possible misappropriation of funds by the Finance Director. The Finance Director immediately resigned. The Colorado Bureau of Investigations is currently conducting a criminal investigation into this matter.
- The timing of these events corresponded with the presentation of the 2020 annual budget to the Council. The Acting City Manager and the Acting Finance Director were faced with explaining the budget rationale and detail while not being fully involved with its development. Perceived and actual errors in the budget led to its delayed adoption and criticism of City operations.
- In the aftermath of the above recent and well-publicized negative events, the next City Manager will need to focus both on restoring the public's trust in the City government and on restoring staff's previously high morale.



- The Council stated that it has “a goal to enhance the public trust and the City is working diligently to ensure all City operations are conducted in a manner to maintain this trust.” An integral part of this process would be a review of the current organizational structure and staffing levels.
- Economic challenges include the need for affordable housing for all and the need for the development of good-paying jobs and business diversification.
- The organization needs to build and/or enhance functional expertise in several key areas.
- Managing the inherent growing pains of no longer being a small town and functioning as a small city.
- Build on the blessings of and manage the curses of being a remote location

Other Challenges

- In September 2019, the Council adopted its goals for 2019-2020. Those goals represent the five major areas of Council concern and strategies for addressing those concerns. [See page 5 for City Council Goals.](#)



CITY COUNCIL GOALS 2019-2020

ADOPTED 9-3-19



1. Continue to address Durango's affordable/attainable housing, including options for homeless population, as evidenced by:

A. Implementing Durango's Housing Plan, with measurable outcomes and milestones:

1. Appropriate resources to ensure adequate city staff to focus on increasing affordable housing inventory through a variety of mechanisms, including land acquisition/bank, changes to code, and public/private incentives, among other activities
2. Present models for a local/regional housing authority with potential service areas
3. Explore funding options for a regional housing authority or similar model
4. Review existing implementation plan, and potential alternatives, for use of anticipated \$1 million in Fair Share funding;
5. Integrate housing plan with Urban Renewal Authority and character districts

B. Implementing the Strategic Plan for Homeless (developed by The Athena Group):

1. Appropriate resources identified as City contributions in the homeless strategy
2. Consider homeless strategy being part of any proposed regional housing authority

C. Determine if an Urban Renewal Authority (URA) supports the goals of Durango and if so:

1. Appropriate resources to create URA
2. Examine integration of Durango's Housing implementation plan with URA development and character districts



2. Expand Durango's unique identity as a driver of enhanced quality of life and sense of place, as evidenced by:

A. Determining if an Urban Renewal Authority (URA) supports the goals of Durango and if so:

1. Appropriate funding mechanisms to create URA
2. Prioritize funding for mobility/transit features that may be part of URA
3. Engage community on URA, including location boundaries
4. Develop incentives for public/private partnerships

B. Aligning support for a robust creative economy, parks and recreation system, and public library:

1. Explore feasibility of a creative district
2. Explore feasibility of a performing arts and convention center
3. Maintain and enhance quality of existing Parks & Recreation facilities
4. Maintain and expand soft and hard-surface trail systems
5. Improve underfunded amenities, including Durango Public Library and Creative Economy Commission

C. Identifying an iconic feature (physical structure or activity) that becomes symbol of Durango



3. Improve environmental resiliency and encourage responsible stewardship of natural resources, as evidenced by:

A. Implementing a crosscutting Sustainable Action Plan in which all departments have key performance indicators (KPIs):

1. Appropriate funds for departments to achieve KPIs and hold accountable for progress
2. Commit to establishing a goal of either reducing the City's carbon footprint and/or increasing its use of renewable energy
3. Focus on improving air quality, water resources, fire mitigation, transportation, land use, food systems and interactions with wildlife



4. Require & support effective utilization of resources to supply the following, as evidenced by:

A. Safety: police, fire, emergency services

1. Police: Identify possible locations, design options and funding sources for an adequate police station
2. Fire: Fire impact fee decision

B. Sanitation: water, sewer, stormwater, solid waste, recycling

1. Water: Progress with development of water treatment capabilities
2. Stormwater: Adopt Stormwater Management Plan
3. Waste/recycling: Review costs, needed improvements and options for providing service

C. Mobility: roads, transportation (airport & transit)

1. Roads: Establish an Infrastructure Committee, possibly combining with Utilities Commission, to provide oversight to 2019 ½ cent sales tax funds as well as utilities
2. Ensure effective communication channel between Infrastructure Commission and Multimodal Advisory Board to ensure efficient & effective use of resources
3. Airport: Adopt modified Airport Master Plan
4. Transit: Explore transit sustainability options with creative funding mechanisms and tie to housing & business development



5. Advance fiscal sustainability and resiliency, as evidenced by:

A. Address structural financial imbalance in the General Fund:

1. Determine appropriate reserve balances and develop initiatives to fund them

B. Establish Strategic Initiatives Committee to advise Council on resiliency & sustainability

C. Continue to develop Financial Management Tools, including Key Performance Indicators (KPIs)

D. Expand economic development opportunities in collaboration with regional stakeholders

E. Support an effective organization with a high-performance workforce

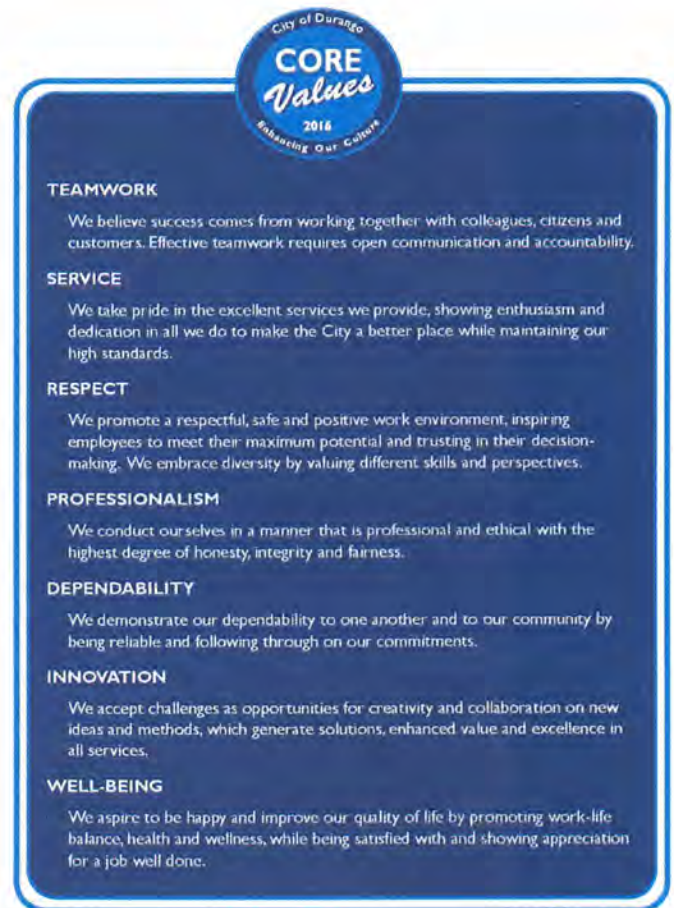
F. Foster community trust by demonstrating open & transparent governance

G. Create a high-quality communications program to foster awareness in the community

- The Council and community are wrestling with the desire to maintain the “small town feel” and issues regarding economic and population growth. Keys to that are (1) addressing the comparatively high cost of living, especially the cost of housing and (2) finding ways to diversify the economy.
- Current capital projects under consideration include challenges related to the Police Department operating out of a former car dealership offering a confusing and inefficient office maze and challenges around the need for a new water treatment plant.

ABOUT THE IDEAL CANDIDATE

- The City Council is looking for an ideal City Manager candidate who is a top-quality manager skilled in performance measurement (both outcomes and outputs) and continuous performance improvement with a strategic approach to organizational structure, staffing, and transition planning.
- The ideal candidate has demonstrated highly effective communication skills which align team and individual performance with the organization’s goals and strategic plan.
- The candidate understands how to manage efficient processes while keeping all Council members well-informed with unfiltered information, readily sharing information and promoting transparency.
- The ideal candidate not only communicates well with the Council but understands how to navigate and constructively handle the diverse Council perspectives in a productive and even manner.
- The City Manager is expected to be comfortable telling the Council what they need to hear and not just what they want to hear.
- The ideal candidate leads by example to bring people together to foster a coordinated team and, where possible, consensus. The ideal candidate has a demonstrated history of providing guidance, encouragement, professional development and direction to all departments to meet organizational goals.
- The ideal candidate has demonstrated skill sets in developing a collective sense of purpose, encouraging teamwork, clearly articulating expectations, dele-



gating responsibility, and fostering a culture of accountability without micromanaging.

- The ideal candidate is driven to continuously improve performance, utilizing both innovative and effective approaches.
- The ideal candidate understands what drives communities and has a demonstrated record of urban planning which embraces the historical character and charm of the community while respecting its diversity and traditions.
- The ideal candidate is able to build partnerships and relationships with other agencies, community groups and teams. The City Manager that reflects the community with an informal style that is personable, friendly, and possessing a sense of humor would be a good fit.
- A City Manager who is approachable by all residents regardless of economic or social status would be ideal for the position.

Important Knowledge, Skills and Abilities

- Is a strong general manager and leader who will organize and prepare the City to continue its history of exemplary service provision and quality of life;
- Possesses a thorough understanding of developmental economics with appreciation of the need to work with economic development partners;
- Possesses a record of successful collaboration with other jurisdictions;
- Is a visionary and strategic thinker who sets and directs the tactical steps designed to meet the goals set by the Council;
- Earned a record of successful industrial, retail, tourism, recreation and residential development;
- Offers superior written, oral and interpersonal communication skills;
- Demonstrates an innovative and creative nature with the ability to continuously improve processes and/or final products.



Style with the City Council:

- Is politically astute with the ability to engage without being compromised;
- Ensures that the City Council is fully informed in the most appropriate and timely manner;
- Demonstrates the ability to rely on experience and judgment to plan and accomplish measurable goals;
- Demonstrates the ability to develop and implement short-term and long-term operational and capital improvement plans, projects, and budgets along with proposed funding sources;
- Offers communication skills which include proactively reaching out to the Council and Mayor on a regular basis;
- Possesses a record of gaining value for taxpayers through improved, demonstrated efficiencies;
- Performs both publicly and privately in an apolitical manner;
- Is available and accessible to the Mayor and all Council Members;
- Has a record of consistently following Council policy;
- Demonstrates excellent oral and written communication skills to be exercised regularly with the Mayor and Council as a whole.

Style with Staff:

- Possesses a demonstrated history of ensuring that all aspects of the organization meet the highest legal and professional standards without micromanaging the processes or staff;
- Knows employees and hears their concerns in the City's non-union environment;
- Possesses current understanding of modern management practices, conflict resolution and organizational analysis and development;
- Exhibits an innovative and creative nature, with the ability to continuously improve processes and/or final products;
- Is committed to bring stability to the organization through leading, coaching and trusting staff to perform in a professional manner;
- Fosters a customer service culture;
- Facilitates communication and service coordination among departments and individual staff;
- Is fair, evenhanded and consistent;
- Considers as part of a manager's job, coaching and mentoring while supporting individual professional development;
- Demonstrated ability to craft and function in a high-performance team-oriented environment.

Style with the Community:

- Possesses knowledge and experience in building partnerships with other local governments, school systems and colleges, appropriate State and Federal agencies, the business community and public/private partnership;
- Engages with the community;
- Attends community events and is visible throughout the community ;
- Is a “go to” person to get things done;
- Demonstrates the ability to successfully work with other legislative bodies and elected and appointed County, State and Federal officials;
- Presents outstanding management and leadership presence;
- Possesses a record of community involvement including work with the committees, commissions and organizations supporting the City.



Education and Experience

A Bachelor's Degree in Public or Business Administration or closely related field is required complimented by at least five years experience as a City Manager, Assistant or Deputy City Manager or municipal Department Head.

A Master's Degree in Public Administration and attainment of the ICMA Credentialed Manager designation and experience in a progressive tourism and recreation-based environment where economic development, growth management, customer service, high ethical standards and open communication exist and are valued is desired. An equivalent combination of education and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job will be considered.

Compensation and Benefits

Beginning pay for the new City Manager will be highly competitive and will include an excellent benefit package. The City Council is prepared to pay reasonable and customary moving expenses.

To Apply

The position will remain open until filled. A first review of resumes is scheduled for March 6, 2020. Please e-mail a detailed resume with a cover letter and current salary to:

Robert E. Slavin or David Krings
SLAVIN MANAGEMENT CONSULTANTS
 3040 Holcomb Bridge Road, A1
 Norcross, Georgia 30071
 Phone: (770) 44904656
 Fax: (770) 4160848
 E-mail slavin@bellsouth.net



Durango, Colorado is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or disability in employment or in the provision of services.

PRO FORMA INVOICE

INVOICE DATE: _____

CLIENT: _____

ADDRESS: _____

CITY, STATE: _____

Progress billing for professional services
rendered in connection with our agreement:

(Invoice ___ of ___)

\$XXXX.XX

Reimbursable expenses at cost:

Airfare	\$ XXX.XX
Hotel	XX.XX
Ground Transportation	XX.XX
Meals	XX.XX
Tips	XX.XX
Telephone	XXX.XX
Clerical Support	XXX.XX
FAX	XX.XX
Messenger Service	XX.XX
Copies	XX.XX
Postage	XX.XX
Misc. Direct Costs	XX.XX

Total Expenses

\$XXXX.XX

TOTAL INVOICE

\$XXXX.XX

CLIENT LIST BY CATEGORY

The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

MUNICIPALITIES

Aiken, South Carolina	Corinth, TX
Albany, Georgia	Creedmoor, North Carolina
Alpharetta, Georgia	Culver City, California
Anaheim, California	Dallas, Texas
Ann Arbor, Michigan	Davenport, Iowa
Arlington, Texas	Davie, Florida
Arlington Heights, Illinois	Decatur, Georgia
Arvada, Colorado	Decatur, Illinois
Atlanta, Georgia	Delray Beach, Florida
Atlantic Beach, Florida	Del Rio, Texas
Asheville, North Carolina	Denton, Texas
Auburn, Maine	Destin, Florida
Aurora, Colorado	Dothan, Alabama
Austin, Texas	Dubuque, Iowa
Bartlesville, Oklahoma	Duluth, Georgia
Bentonville, Arkansas	Dunedin, Florida
Bergenfield, New Jersey	Durham, North Carolina
Berkeley, California	Eagle Pass, Texas
Beverly Hills, California	East Brunswick Township, New Jersey
Birmingham, Alabama	Edmond, Oklahoma
Bisbee, Arizona	Elgin, Illinois
Blacksburg, Virginia	Enfield, Connecticut
Bloomington, Illinois	Englewood, Colorado
Bothell, WA	Escondido, California
Boynton Beach, Florida	Evanston, Illinois
Branson, Missouri	Fort Collins, Colorado
Brea, California	Fort Lauderdale, Florida
Bridgeport, Connecticut	Fort Smith, AR
Broken Arrow, Oklahoma	Fort Worth, Texas
Brownsville, Texas	Frankfort, Kentucky
Bryan, Texas	Franklin, Tennessee
Burbank, California	Frisco, Colorado
Camarillo, California	Gainesville, Florida
Carson, California	Gainesville, Georgia
Cary, North Carolina	Galesburg, Illinois
Casper, Wyoming	Garden City, New York
Chapel Hill, North Carolina	Glastonbury, Connecticut
Charlotte, North Carolina	Glendale, Arizona
Cherry Hills Village, Colorado	Glen Ellyn, Illinois
Chesapeake, Virginia	Golden, Colorado
Clearwater, Florida	Grand Rapids, Michigan
Cleveland, OH	Greensboro, North Carolina
Columbia, Missouri	Gulfport, Florida
Columbus, Georgia	Hardeeville, SC
Concord, New Hampshire	Hemet, California
Coral Springs, Florida	Hercules, California
Corpus Christi, Texas	Highland Park, Illinois
Corta Madera, California	Hollywood, Florida

Homestead, Florida	Richmond, Virginia
Huntington Beach, California	Riverside, California
Independence, Missouri	Riverview, Michigan
Independence, Kansas	Roanoke, Virginia
Iowa City, Iowa	Rock Hill, South Carolina
Jacksonville Beach, Florida	Rockville, Maryland
Jupiter, Florida	Sacramento, California
Kalamazoo, Michigan	St. Louis Park, Minnesota
Kansas City, Missouri	Salem, Oregon
Lake Worth, Florida	San Diego, California
Lakewood, Colorado	San Fernando, California
Lapeer, Michigan	San Francisco, California
Laramie, Wyoming	San Jose, California
Laredo, Texas	San Juan Capistrano, California
Lenexa, Kansas	Sandersville, Georgia
Liberty, Missouri	Santa Ana, California
Lillburn, Georgia	Santa Monica, California
Little Rock, Arkansas	Sarasota, Florida
Long Beach, California	Shaker Heights, Ohio
Longmont, CO	Simi Valley, California
Manassas, Virginia	Sioux City, Iowa
Mansfield, Massachusetts	Snellville, Georgia
Marshfield, MO	South Brunswick Township, New Jersey
Miami Beach, Florida	Springfield, Missouri
Milwaukie, Oregon	Steamboat Springs, Colorado
Minneapolis, Minnesota	Stratford, Connecticut
Miramar, Florida	Storm Lake, Iowa
Modesto, California	Sunnyvale, California
Muscatine, Iowa	Sunrise, Florida
Neptune Beach, Florida	Takoma Park, Maryland
Newark, Delaware	Topeka, Kansas
New Smyrna Beach, Florida	Titusville, Florida
Norfolk, Virginia	Thornton, Colorado
Norman, Oklahoma	Traverse City, Michigan
North Las Vegas, Nevada	Topeka, Kansas
North Miami Beach, Florida	Turlock, California
Northglenn, Colorado	Upper Arlington, Ohio
North Port, Florida	Urbana, IL
Norwich, Connecticut	Urbandale, Iowa
Oberlin, Ohio	Valdez, Alaska
Ocean City, Maryland	Venice, FL
Oceanside, California	Virginia Beach, Virginia
Olathe, Kansas	Waco, Texas
Oklahoma City, Oklahoma	Warrensburg, Missouri
Oxnard, California	Washington, Illinois
Palm Bay, Florida	West Des Moines, Iowa
Palm Beach Gardens, Florida	West Hartford, Connecticut
Palo Alto, California	West Hollywood, California
Panama City, Florida	West Palm Beach, Florida
Park Ridge, Illinois	Wichita, Kansas
Pasadena, California	Windham, Connecticut
Peoria, Illinois	Winston-Salem, North Carolina
Phoenix, Arizona	Winter Park, Florida
Pittsburg, Kansas	Worthington, Minnesota
Pompano Beach, Florida	Ypsilanti, Michigan
Portage, Michigan	
Pueblo, Colorado	
Richmond, California	

COUNTIES

Adams County, Colorado	Martin County, Florida
Alameda County, California	McHenry County, Illinois
Albemarle County, Virginia	Mecklenburg County, North Carolina
Arapahoe County, Colorado	Mendocino County, California
Beaufort County, South Carolina	Mesa County, Colorado
Broward County, Florida	Moffat County, Colorado
Brown County, Wisconsin	Monterey County, California
Buffalo County, Nebraska	Muscatine County, Iowa
Buncombe County, North Carolina	New Kent County, Virginia
Chaffee County, Colorado	Orange County, New York
Cass County, Michigan	Orange County, North Carolina Oklahoma
Chesterfield County, Virginia	Palm Beach County, Florida
Clark County, Nevada	Peoria County, Illinois
Cobb County, Georgia	Pinellas County, Florida
Dade County, Florida	Polk County, Florida
Eagle County, Colorado	Prince William County, Virginia
Escambia County, Florida	Ramsey County, Minnesota
Fairfax County, Virginia	St. Louis County, Minnesota
Forsyth County, Georgia	Saline County, Kansas
Fremont County, Colorado	San Diego County, California
Fresno County, California	San Luis Obispo County, California
Fulton County, Georgia	San Mateo County, California
Georgetown County, South Carolina	Sarasota County, Florida
Glynn County, Georgia	Sedgwick County, Kansas
Gunnison County, Colorado	Seminole County, Florida
Hall County, Georgia	Sonoma County, California
Hamilton County, Ohio	Springettsbury Township, Pennsylvania
Johnson County, Kansas	Spotsylvania County, Virginia
Ketchikan-Gateway Borough, Alaska	Tazewell County, IL
Lake County, Florida	Volusia County, Florida
Lake County, Illinois	Wake County, North Carolina
La Plata County, Colorado	Washtenaw County, Michigan
Leon County, Florida	Whiteside County, Illinois
Lincoln County, North Carolina	Whitfield County, Georgia
Livingston County, Illinois	Yolo County, California
Los Angeles County, California	

OTHER ORGANIZATIONS

Development Groups

Arrowhead Regional Development, Duluth, Minnesota
 Columbia Development Corporation, South Carolina
 Fresno Economic Development Commission, California
 Fresno Redevelopment Authority, California
 GoTopeka, Inc., Kansas
 Lincoln Road Development Corporation, Miami Beach, FL
 Los Angeles, California, Community

Redevelopment Agency
 Mid-American Regional Council, Kansas City, Missouri
 West Palm Beach Downtown Development Authority, Florida

Housing Authorities

California Housing Finance Agency
 Jefferson County Housing Authority, Alabama
 Las Vegas Housing Authority
 Memphis Housing Authority, Tennessee
 Ocala Housing Authority, Florida

Peoria Housing Authority, Illinois

Libraries

Birmingham, Alabama Public Library
Central Arkansas Library System
Lexington, Kentucky Library System
Metropolitan Library System of Oklahoma
Moline Public Library

Non-Profits and Other Governmental Jurisdictions

California State Government
CDC Federal Credit Union, Atlanta, Georgia
District of Columbia
Fresno Employment and Training Commission, California
Jefferson County Personnel Board, Alabama
Local Government Insurance Trust, Maryland
Los Angeles, California Department of Community Public Health Los Angeles, California Music Center Operating Company
Los Angeles Olympics Organizing Committee
Metropolitan Nashville, Tennessee Arts Commission
Parkland Hospital, Texas
Southwest Florida Regional Planning Council

Professional Associations

American Public Works Association
Association of County Commissioners, Georgia
Georgia Municipal Association
International City/County Management Association
Iowa League of Cities
Missouri Municipal League

School Districts

Adams County School District #14, Commerce City, Colorado
Lake Sumpter Community College, Florida
Dallas Independent School District, Texas

Transportation Agencies

Alameda-Contra Costa Transit District, Oakland, California
Bay Area Rapid Transit District, Oakland, California
Dallas Area Rapid Transit District, Dallas, Texas
Greater Dayton Regional Transportation Authority
Kalamazoo County Transportation Authority
Lee County Port Authority, Florida
Metra (Chicago Commuter Rail System)
Port Everglades Authority, Fort Lauderdale, Florida
Orlando - Orange County Expressway Authority
Port of Sacramento, California
Riverside Transit Agency, California
San Francisco Bay Area Rapid Transit District, California
Sarasota/Manatee Airport Authority, Florida
Southern California Rapid Transit District

Utility Districts

Columbus Water Works, Georgia
Metropolitan Sewer District of Greater Cincinnati, Ohio
Orange Water and Sewer District (North Carolina)
Public Works Commission of Fayetteville, North Carolina
Rivanna Solid Waste Authority, Virginia
Rivanna Water and Sewer Authority, Virginia
Sacramento Municipal Utility District, California
South Florida Water Management District
Spartanburg Utility District, South Carolina

EEO STATEMENT

Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- We will ensure that we do not discriminate in employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, or political ideology.
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.

MINORITY AND WOMEN PLACEMENTS

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
ALACHUA COUNTY, FL	County Administrator			X
ALBANY, GA	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
ASPEN, CO	City Manager		X	
AUSTIN, TX	City Auditor		X	
	City Manager		X	
	Police Chief			X
BERKELEY, CA	City Manager	X		
	Public Works Director			X
BEVERLY HILLS, CA	Sanitation Director	X		
	Library Director		X	
BOCA RATON, FL	City Manager		X	
	Asst. City Manager		X	
BOTHELL, WA	City Manager		X	
BOISE, ID	Chief Financial Officer	X		
BROWARD COUNTY, FL	Assistant Director of Equal Employment	X	X	
BOISE, ID	Chief Financial Officer		S	
BRYAN, TX	Municipal Court Judge		X	
	City Manager		X	
BUNCOMBE COUNTY, NC	County Manager	X	X	
CAMARILLO, CA	City Clerk		X	
CARSON, CA	Planning Director		X	
CHAPEL HILL, NC	Transportation Director		X	
	Human Resources Director		X	
CHARLOTTE COUNTY, FL	County Attorney		X	
CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)	Director of Security	X		
CHARLOTTE, NC	Neighborhood Services Director	X		
COLUMBIA, MO	Police Chief	X		
CORINTH, TX	Director of Economic Development	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
CORPUS CHRISTI, TX	City Manager			X
CULVER CITY, CA	Finance Director			X
DANVILLE, KY	Human Resources Director		X	
DALLAS INDEPENDENT SCHOOL DISTRICT (TX)	Chief Financial Officer	X	X	
DALLAS, TX	City Attorney		X	
DECATUR, GA	Chief of Police	X		
DISTRICT OF COLUMBIA	Executive Director Alcoholic Beverage Regulations Commission		X	
DURHAM, NC	City Manager	X		
	City Manager	X	X	
	Police Chief		X	
	Public Works Director	X	X	
ESCAMBIA COUNTY, FL	Assistant County Administrator	X		
ESCONDIDO, CA	Civic Center Construction Mgr		X	
FRANKFORT, KY	City Manager		X	
EVANSTON, IL	City Manager		X	
FRESNO, CA (PIC)	Executive Director	X		
FORT COLLINS, CO	City Attorney		X	
FORT LAUDERDALE, FL	Fire Chief	X		
FORT MYERS, FL	City Manager	X		
	Police Chief	X		
FORT WORTH, TX	Auditor General		X	
	Police Chief	X		
FRANKLIN, TN	Director of Community Development		X	
FRESNO, CA (PIC)	Executive Director	X		
GAINESVILLE, FL	Equal Employment Director	X		
GEORGETOWN, SC	City Administrator		X	
GLASTONBURY, CT	Human Resources Director	X	X	
GLENWOOD SPRINGS, CO	City Manager		X	
GREENBELT HOMES, INC. (MARYLAND)	Executive Director		X	
GREENSBORO, NC	Assistant City Manager	X		
GREENVILLE, NC	City Manager	X	X	
HAMILTON COUNTY, OH	Jobs and Family Services Director		X	
HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD	Executive Director		X	
HOLLYWOOD, FL	City Manager	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
JUPITER, FL	Assistant to the City Manager		X	
	Public Works Director			X
KALAMAZOO, MI	City Manager		X	
	Assistant City Manager		X	
LAKE COUNTY, FL	County Attorney		X	
LAKE COUNTY, IL	Purchasing Director		X	
	Human Resources Director	X		
	Assistant County Administrator		X	
LAKE COUNTY, IL HEALTH DEPARTMENT	Executive Director		X	
LAKE WORTH, FL	Utilities Customer Services Manager	X		
LA PLATA COUNTY, CO	Human Services Director		X	
LAREDO, TX	City Manager			X
LEE COUNTY, FL	County Administrator		X	
	Human Resources Director	X		
LINCOLN ROAD DEVELOPMENT CORP.	Executive Director		X	
LONG BEACH, CA	Police Chief	X	X	
	Executive Director, Civil Service Commission			
LONGMONT, CO	City Manager			X
LONGVIEW, CO	Assistant City Manger		X	
LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY	Sr. Project Manager	X		X
	Project Manager	X		
	Project Manager			X
LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY	Executive Director	X	X	
	Deputy Exec. Dir.			X
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH	Public Health Director	X		
LOS ANGELES OLYMPICS ORGANIZING COMMITTEE	Human Resources Director	X	X	
	Director of Venues		X	
METROZOO (MIAMI FL)	Director of Marketing		X	
MEMPHIS (TN) HOUSING AUTHORITY	Executive Director	X		
MIAMI (FL) OFF-STREET PARKING SYSTEM	Finance Director			X
MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)	Executive Director	X	X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
MIRAMAR, FL	City Manager		X	
MONTEREY COUNTY, CA	Hospital Administrator	X		
MONTGOMERY COUNTY BOARD OF DEVELOPMENTAL DISABILITIES	Executive Director	X	X	
MOUNT DORA, FL	City Manager		X	
NOAH DEVELOPMENT CORPORATION	Executive Director	X		
NEWARK, DE	City Manager	X		
NORFOLK, VA	Human Resources Director	X		
	Senior Engineer		X	
NORFOLK, VA	Social Services Director	X		
OAK PARK, IL	Village Manager		X	
OCALA (FL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
OBERLIN, OH	City Manager		X	
ORLANDO, FL	Fire Chief	X		
ORMOND BEACH, FL	City Manager	X		
OKLAHOMA CITY, OK	City Manager	X		
PALM BAY, FL	Human Resources Director		X	
PALM BEACH COUNTY, FL	Assistant County Administrator		X	
PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD	Executive Director		X	
PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT	Executive Director		X	
PALM BEACH GARDENS, FL	City Manager (1992) City Manager (1999)		X	X
PALO ALTO, CA	City Attorney		X	
PARKLAND, FLORIDA	City Manager		X	
PEORIA (IL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
PHOENIX, AZ	Chief of Police			X
PRINCE WILLIAM COUNTY, VA	County Executive		X	
	Human Resources Director	X	X	
	Fire Chief	X	X	
RICHMOND, CA	City Manager	X		
RICHMOND, VA	Director of Public Health	X		
ROANOKE, VA	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
ROCKVILLE, MD	Assistant City Manager		X	
SACRAMENTO, CA	Human Resources Director	X	X	
SAGINAW, MI	Police Chief			X
SAN DIEGO, CA	City Manager	X		
SAN FRANCISCO, CA	Assistant City Administrator		X	
SAN JOSE, CA	Police Chief	X		
SANTA MONICA, CA	Deputy City Manager		X	
SARASOTA, FL	Human Resources Director	X		
SARASOTA COUNTY, FL	Deputy County Administrator	X		
SELMA, AL	Chief of Police	X		
SHAKER HEIGHTS, OH	City Administrator		X	
SOUTH DAKOTA STATE LEGISLATURE	Chief Legislative Analyst		X	
SUNNYVALE, CA	Public Information Officer City Clerk		X X	
STRATFORD, CT	Human Resources Director		X	
TAKOMA PARK, MD	City Manager		X	
	Recreation Director	X	X	
	Housing and Community Development Director		X	
	Public Works Director	X		
THORNTON, CO	Public Information Officer City Attorney		X	
TOPEKA, KS	City Manager Police Chief	X X		X
VALDEZ, AK	City Manager	X		
VENICE, FL	Police Chief		X	
VIRGINIA BEACH, VA	Human Resources Director	X		
VIRGINIA BEACH PARK TRUST (FL)	Executive Director	X		
VOLUSIA COUNTY, FL	County Manager Budget Director Human Resources Director		X X X	
WACO, TX	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X
WAKE COUNTY, NC	Human Services Director			X

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<i>THE WEINGART CENTER (LOS ANGELES)</i>	Executive Director		X	
<i>WEST COVINA, CA</i>	Planning Director	X	X	
<i>WEST MIFFLIN, PA</i>	Town Administrator		X	
<i>WEST PALM BEACH, FL</i>	Assistant City Administrator	X	X	
<i>WICHITA, KS</i>	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
<i>YPSILANTI, MI</i>	City Manager	X		
<i>ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)</i>	Executive Director			X



Public Sector Executive Search and Organizational Consulting

Executive Search and Organizational Consulting
Web: krw-associates.com

Lorne Kramer, MPA – Grayson Robinson, MPA - Jerry Williams, DPA

PROPOSAL AND LETTER OF AGREEMENT (LOA)

Melissa Drake
Deputy City Administrator
City of Ouray, Colorado
PO Box 468
Ouray, CO 81427

April 2, 2020

RE: City Administrator Recruitment and Selection Process Proposal and LOA

Dear Ms. Drake:

KRW Associates LLC (KRW) requests that you consider this proposal and, if satisfactory, adopt this **Letter of Agreement (LOA)** as a working document for the upcoming selection and assessment process for the position of City Administrator for the City of Ouray (City). The intent of this letter is to provide a structure and timeline regarding KRW's services, concisely summarize the duties and responsibilities regarding the process, state the set fee, and validate the working relationship. **KRW Associates LLC (KRW)** is a limited liability company headquartered in Colorado Springs with offices in Aurora and Arvada, Colorado and Goodyear, Arizona.

Based on our professional experience and educational credentials, we believe that we are extremely well suited to assist you with this assignment. We have extensive practitioner backgrounds as a city manager, police chiefs and executive search consultants, and have contacts and professional friendships with highly qualified police executives throughout the country.

The principals of KRW Associates LLC have served a variety of cities, counties, and other entities with successful executive searches for many years. For example, the principals of KRW Associates LLC have finished successful placements in places such as the Town of Bayfield, City of Brighton, Town of Monument, Town of Windsor, Greenwood Village, Steamboat Springs, Idaho Springs, Englewood, Castle Rock, Evans, Fort Lupton, Frisco, Golden, Granby, the University of Colorado at Denver, Vail, and Wheat Ridge, Colorado, just to name a few. (Please see the enclosed sample client list and enclosed biographical information.) KRW was recently retained by the City of Fort Morgan to conduct their search for a new City Manager. We believe that no executive search firm knows Colorado cities and towns as thoroughly and personally as our firm. We are uniquely qualified to perform a recruitment and selection process for your City Administrator position. In conjunction with the City of Ouray, we have the capability to take this process from the announcement stage through the final selection and reference checks of candidates. Due to low overhead and travel costs, our fees are typically more competitive than other firms. We have contacts with city managers and other municipal executives throughout the nation and have the ability to elicit their cooperation and support with our processes. This, coupled with our KRW candidate database, helps us to solicit quality candidates. We can also advise you with important candidate information, as well as the final negotiation process. Enclosed

please find several items: a.) a project cost sheet; b.) sample client list; c.) biography sheet; and d.) complete list of references. Hopefully these items provide the information needed to make an informed decision

Regarding a process for the City of Ouray City Administrator, we envision a schedule and timeline which would progress as quickly as possible once the proposal and letter of agreement are approved. Mr. Lorne Kramer and Dr. Jerry Williams, each with decades of experience will personally handle your project. Mr. Kramer is the former City Manager, Deputy City Manager and Police Chief for the City of Colorado Springs, Colorado and has over 14 years of executive search experience. Dr. Jerry Williams has been active in executive search since 2001 and is the former Police Chief in both Arvada and Aurora Colorado. He is also the former Director of the master's program in Police Executive Leadership at CU Denver. In addition, Mr. Sam Mamet, KRW Associate and the former Executive Director of the Colorado Municipal League will be an active member of the project team. Mr. Mamet has extensive professional contacts throughout the nation and will engage in outreach efforts to attract qualified candidates.

Interim City Administrator

If required, KRW will assist in identifying and placing an Interim City Administrator. This service would be included in the stated fee listed in Addendum A.

Recruitment Process

KRW has an established recruitment protocol which has been very successful for many years. Working with the City Council, and/or city staff, KRW would follow this process:

- a. Due to the current Coronavirus travel and meeting restrictions, conduct two separate video conference meetings¹:
 - With members of the City leadership team to obtain their input on the skills, abilities and attributes they would like to see in the new Administrator.
 - If requested, compose a questionnaire for community input.
 - With City Council to provide feedback from the input received from city staff and to compile input/information from them relative to the skills, abilities, attributes desired in the new City Administrator.
 - After consideration of the above feedback, work with city staff to prepare an updated job description for the City Administrator position.
- b. Develop an advertising profile for the position announcement and discussion with potential candidates. This will highlight the historical background and attractions of the City of Ouray and an overview of the position and preferred qualifications.
- c. Based on this information, KRW will draft the City Administrator position announcement, submit it to the City for approval, and post the announcement regionally and nationally in key recruiting sites, including the KRW "Open-Positions" site and the City of Ouray website for a minimum of 30 days.
- d. Candidates will be directed to submit application materials to KRW Associates electronically. KRW will conduct an initial screening of applicants to ensure minimum qualifications are satisfied.
- e. During the open period KRW will evaluate applicant resumes as well as perform outreach to contacts and solicit potential suitable candidates.

¹ Unless otherwise agreed on the reference in this proposal to "meet" or "meetings" relates to video conferencing.

- KRW maintains a current file of competitive candidates for recruiting purposes.
- f. Rank the resumes in three “tiers” (Tier 1.a”, “Tier 1.b.”, etc.), based on credentials and qualifications, in descending order for the City Council review. Confer with the City Council to select the top 8 candidates to move to the next phase of the process.
 - g. KRW will conduct telephonic interviews and perform due diligence including a national criminal background and social media check on the top candidates and provide a written report to the City Council to review and consider before selecting the finalists.
 - h. Meet with the City Council to discuss candidates and select 4 to 6 finalists.
 - i. Perform reference checks on the final candidates and prepare a written report for Council review.
 - j. Work with the City in designing the assessment/interview process and assisting the City staff in organizing candidate visits. The specific process will be discussed with the Council but may include a community reception and panel interviews.
 - k. Administer the assessment/interview process in Ouray and assist with final candidate deliberations.
 - Note: The Assessment/Interview process may need to be adjusted depending on the State/National travel and social-distancing restrictions.

Potential candidates: Our firm has a database of both assistant and town/city managers/administrators who have previously applied for open positions. In addition, we have contact with a vast network of municipal executives. They call our firm regularly, updating us on potential candidates, and checking for opportunities for themselves. Also, we are in constant contact with “sitting” managers/administrators, seeking their knowledge of the best professional candidates. The database is also used for targeted mailing regarding current opportunities. KRW uses a tiered ranking process to present all candidates to the appointing authority. Unlike many firms who merely arrive with eight to ten names, we use a proven methodology that simplifies the task for the appointing authority while retaining quality and credibility. We understand the job, the public sector, and the needs of the hiring authority and the community. Ninety percent of our placements are still in the job or have tenure of at least five years.

Scope of Work and Schedule

1. April - 2020 – Finalize Letter of Agreement (LOA)²

- As outlined above, conduct a series of meetings to receive input from the city leadership team and City Council and develop a clear, detailed set of criteria to form a candidate profile/recruiting specification for the City Administrator position that will be used to attract and evaluate high caliber applicants.
Note: As referenced above, to expedite the process and accommodate schedules it is recommended that these meetings take place either telephonically or by using Skype or Zoom teleconferencing.
- Design an appropriate advertising/communication/marketing campaign to include:

² The proposed schedule may be advanced if a contract is completed by mid-April.

- Developing an agency profile and recruitment profile to targeted audiences and using social media and online media, as appropriate
 - Contacting professional associations
 - Advertising in professional and industry journals and publications (ICMA, CML, CCCMA, NEOGOV, GovJobs, LinkedIn, Twitter and Utah, Arizona, New Mexico and Wyoming municipal leagues).
 - Posting on the KRW Associates website
 - Posting on the City of Ouray website
 - Identifying and aggressively marketing the position to potential candidates in the field, using KRW's established database and professional contacts
 - Additional methodologies may be included subsequent to the needs and desires of the Council being more fully identified.
2. **May - 2020** – Upon Council approval KRW will post the position for 30 days. All applications will be submitted to KRW electronically. Applications will consist of 1) Cover letter, 2) Current Resume (with salary history), and 3) Six professional references. KRW will receive and initially screen applications and resumes for minimum requirements, using the City approved pre-established criteria to include the KRW tiered ranking process, KRW will provide the Town with a status of the specifics of the search on a weekly basis throughout the duration of the process, to include the posting period.
- KRW will handle administrative details such as correspondence with candidates and inquiries about their candidacy.
3. **Early June - 2020** – Review and evaluate all candidate resumes as submitted to KRW. Conduct Internet searches and/or place calls to gather information on candidates as needed. Rank the resumes in three “tiers” (Tier 1.a”, “Tier 1.b.”, etc.), based on credentials and qualifications, in descending order for the Council review. Confer with the Council to select the top 8 candidates to move to the next phase of the process.
4. **Mid-June - 2020** – KRW will conduct telephonic interviews and perform due diligence including a national criminal background and social media check on the semi-finalist candidates and provide a written report to the Council to review and consider before selecting the finalists.
5. **Late June - 2020** -- KRW will prepare a summary report on each of the semi-finalists with the results of the due-diligence process and submit to the Council for review. Meet with the board to produce a list of 4-6 finalists. (Unless conditions significantly improve relative to the Coronavirus this conference with the Council will be either a conference call or Skype/Zoom session).
6. **Late June - 2020** – Design interview and assessment materials including sample interview questions and/or assessment exercises, a “suitability” rating template, as well as note-taking sheets. Administer an interview process on-site in the for final candidates.
7. **Early July - 2020** – Assist the City with a job offer to the selected candidate.

Summary: In summary, the scope of work for *KRW Associates LLC* includes conferring with the Council to develop a candidate profile, completing a national advertisement, receiving and reviewing candidate application materials, resume evaluation, screening, and ranking, the administration of an assessment (interview) process, and a reference check on the final candidates.

Thank you for consideration of our proposal and potential working agreement by use of this Letter of Agreement.

Sincerely,

L. C. Kramer

Managing Partner
KRW Associates LLC

AGREEMENT

Signed:

Authorized Signature
City of Ouray, CO
Date

Date

Lorne C. Kramer
Managing Partner

KRW Associates, LLC

PROJECT COST SHEET

THE CITY OF OURAY, COLORADO – 2020

CITY ADMINISTRATOR - RECRUITMENT AND SELECTION PROCESS

- 1. Oversight and administration of executive search process.....\$7,500.00**
Includes overall project administration; preparation of the ideal candidate profile for advertising; potential candidate outreach; reviewing and screening resumes; telephone and e-mail follow up; due-diligence on semifinalists; development of candidate finalist lists; and reference checks and recommendations to the City Council regarding both semi-finalists and finalist candidates.
- 2. Assessment System..... \$3,000.00**
Includes use of all custom written materials, research support materials, training, and process administration of exercises to candidates/finalists. Exercises may include structured interviews with city council, staff and community members as well as presentation exercises.
- 4. Assessor training, included in set fee..... No charge**
- 5. Final Candidate orientation included in set fee.....No charge**
- 6. Travel.....Not Applicable**
- 7. Meals..... No charge**
- 8. Copying/Printing of Assessment Materials.....No charge**
- * ESTIMATED CONSULTANT COSTS FOR PROJECT.....\$10,500.00**

There is no consultant per-diem costs. Costs of advertisements in professional publications or websites, or other expenses related to candidates will be the responsibility of the City of Ouray. In addition, the City of Ouray would bear the cost of candidate travel and lodging if necessary.

WARRANTY: KRW Associates is confident of their capacity to produce a quality group of candidates and ultimately the selection of the right person for the position. In the event the person selected by the City of Ouray does not complete a full year in the position due to performance related issues, KRW Associates will complete a follow up process charging only for travel and related expenses

Attachment B

References for Projects of Similar Scope in the past two years:

Town of Bayfield, CO

Executive Search: Town Manager
Matthew Salka, Mayor
Kathleen Cathcart, Town Clerk
970-884-9544

City of Brighton, CO

Executive Search: City Manager
Clint Blackhurst, City Council Member
303-655-2267
kbsurine@brightonco.gov

City of Cripple Creek, CO

Executive Search: City Manager
Carol Stotts, H.R./Risk Management Director
(719)-689-3469
cstotts@cripple-creek.co.us

Town of Wellington, CO

Executive Searches: Assistant Town Administrator, Town Administrator and
Public Works Director
Ed Cannon, Town Administrator
(970) 568-3381
cannone1@wellingtoncolorado.gov

City of Fort Collins, CO

Executive Search: Chief of Police
Darin Atteberry, City Manager
970-221-6505
datteberry@fcgov.com

Town of Breckenridge, CO

Executive Search: Chief of Police
Rick Holman, Town Manager
970-547-3166
rickh@townofbreckenridge.com

City of Ferndale, Michigan

Executive Search, Fire Chief

Joseph Gacioch, City Manager
City of Ferndale, MI
(248) 546-2360
jgacioch@ferndalemi.gov

City of Cody, WY

Executive Search: Public Works Director
Barry Cook, City Administrator
(307) 527-7511
bcook@cityofcody.com

Attachment C

Qualifications of Key Personnel:

Lorne Kramer served as the City Manager of Colorado Springs, Colorado from 2001 to 2007, a municipality of over 425,000 people. Prior to this appointment, he was the Deputy City Manager and the Police Chief for 11 years. During his years as City Manager, Mr. Kramer was successful in reorganizing municipal operations; addressing fiscal shortfalls; orchestrating the successful passage and implementation of the Public Safety Sales Tax initiative focused on increased public safety projects throughout the city; gaining citizen support for the Rural Transportation Authority; implementing the Storm-water Enterprise and enhancing the Development Review Process.

While the Chief of Police, the Colorado Springs Police Department received national recognition for many progressive and innovative programs and accomplishments in the areas of crime reduction, gang violence and community partnerships. He was both President and Vice President of the national Police Executive Research Forum (PERF) and President of the Colorado Association of Chiefs of Police. He was appointed by the Governor of Colorado to the Peace Officer Standards and Training Board (POST) and the Drug Control Systems Board.

His academic accomplishments include a master's degree in Public Administration from the University of Southern California, and a bachelor's degree from the University of Redlands, California graduating with honors from both institutions. He is also a graduate of the University of Southern California's Management Policy Institute, California's Law Enforcement Command College, the National Executive Institute and the Rocky Mountain Leadership Institute. Mr. Kramer is the former Executive Director of the Colorado Springs Leadership Institute. He has been involved in executive search since 2007 and has successfully placed city and town managers, police chiefs, fire chiefs, public works directors and many others.

Dr. Jerry Williams spent over 20 years as a public sector executive, as well as directing key leadership programs at three nationally recognized universities. Dr. Williams has over 30 years of experience in the criminal justice field and has served as police chief in Arvada and Aurora, Colorado. Dr. Williams was a graduate of the FBI's National Academy (114 Session.)

Dr. Williams is a Past President of the Police Executive Research Forum and former Chair of the National Commission on Law Enforcement Accreditation. Dr. Williams was a member of the National Institute of Justice series Perspectives on Policing held at the John F. Kennedy School of Government, Harvard University. Williams is a former Principal Associate for the Institute for Law and Justice, a public sector criminal justice consulting firm located in the Washington, D.C. area.

Jerry has held Executive Director and faculty positions at three universities, the Blackwood Law Enforcement Management Institute of Texas at Sam Houston State University, the Administrative Officer Management Program at North Carolina State University, and the Executive Leadership Master's Program at the University of Colorado Denver. In 2009, Dr. Williams was a panel member in the University of Denver's Strategic Issues year long program entitled Architecture for Immigration Reform: Fitting the Pieces of Public Policy.

He has been involved in executive search consulting since 2001. He holds a DPA from the University of Colorado Denver, a master's degree in Criminal Justice from the University of Colorado Denver, and a BA in History and Sociology from Metropolitan State University of Denver.

Sam Mamet was the Executive Director of the Colorado Municipal League (CML) for 14 years until his retirement in March 2019. He was on the League staff for over 40 years. He joined KRW Associates LLC in June 2019. As the Executive Director of CML he provided technical assistance, legislative advocacy, training and policy development for the 270 members of CML. His professional experience includes management analyst for Clark County, Nevada and the Nevada Legislature; lobbying in the Nevada, legislature; research analyst for the Pennsylvania Local Government Commission of the Pennsylvania Legislature; and research analyst for the Governmental Research Institute of Cleveland, Ohio.

He holds a master's degree in public administration from the University of Colorado, Boulder and a bachelor's degree in political science from Albright College, Reading Pennsylvania. He is a long-time member of the International City Managers Association and is the past co-chair of the ICMA Governmental Affairs Policy Committee. He has served on the National League of Cities Board of Directors.

He has received numerous awards recognizing his contributions to public service and recently received the lifetime achievement award from the Colorado City County Managers Association for his many contributions to local government. Over his 14 years as the Executive Director of CML he assisted numerous communities in recruiting, evaluating and supporting both city and town managers throughout Colorado and adjoining states.

Attachment D

SAMPLE LIST OF CLIENTS EXECUTIVE SEARCH, ORGANIZATIONAL ASSESSMENTS, AND TRAINING LOCATIONS

CITY OF AMARILLO (TX)
CITYOF AVON (CO)
CITY OF BOULDER (CO)
CITY OF BRECKENRIDGE (CO)
CITY OF BRIGHTON (CO)
CITY AND COUNTY OF BROOMFIELD (CO)
CITY OF CASTLE ROCK (CO)
CITY OF COMMERCE CITY (CO)
CITY OF CRAIG (CO)
CITY OF CRIPPLE CREEK (CO)
CITYOF DILLON (CO)
CITY OF DURANGO (CO)
TOWN OF EDGEWATER (CO)
EL PASO COUNTY, CO
CITY OF ENGLEWOOD (CO)
CITY OF EVANS (CO)
CITY OF FORT COLLINS (CO)
CITY OF FORT LUPTON (CO)
CITY OF FERNDALE (MI)
CITYOF FRISCO (CO)
CITY OF GEORGETOWN (CO)
CITY OF GOLDEN (CO)
TOWN OF GRANBY (CO)
CITY OF GRAND JUNCTION (CO)
CITY OF GREENWOOD VILLAGE (CO)
CITYOF JACKSON (WY)
JEFFERSON COUNTY (CO)
JOINT POWERS WATER BOARD (WY)
CITY OF LARAMIE (WY)
CITY OF LONE TREE (CO)
CITY OF MANITOU SPRINGS (CO)
CITY OF MENLO PARK (CA)
CITYOF MILLIKEN (CO)
CITY OF MONTE VISTA (CO)
TOWN OF MONUMENT (CO)
TOWN OF MORRISON (CO)
CITY AND COUNTY OF MONTROSE (CO)
PITKIN COUNTY (CO)
PUEBLO COUNTY (CO)
CITY OF SHERIDAN (WY)
CITYOF SILVERTHORNE (CO)
SOUTH METRO FIRE DISTRICT (CO)
CITYOF TELLURIDE (CO)
CITYOF TRINIDAD (CO)
TOWN OF WELLINGTON (CO)
CITY OF WHEAT RIDGE (CO)
TOWN OF WINDSOR (CO)
TOWN OF VAIL (CO)
WEST METRO FIRE DISTRICT (CO)



April 1, 2020

Ms. Melissa Drake
Deputy City Administrator
City of Ouray
320 6th Ave.
Ouray, Colorado

Dear Ms. Drake:

Thank you for the opportunity to provide you with a proposal for the City Administrator recruitment and selection process for the City of Ouray. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

A note about COVID-19 – GovHR USA makes extensive use of technology for video interviews with candidates and can utilize this same technology for meetings with clients. We are carefully monitoring recommendations from the federal, state and local governments and working with clients on alternatives to in person meetings. We are fully operational and can work with you via video and by utilizing electronic files.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. We have 11 full time and 8 part time employees and 27 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public-sector leaders. GovHR consultants have conducted more than 140 top manager-level recruitments (City Manager, County Administrator, etc.) since the firm's inception in 2009. A list of the past top manager recruitments and a list of our current recruitments is included with this proposal.

Consultant Assigned

GovHR Vice President Katy Rush Stevens will be responsible for your recruitment and selection process. Her biography is attached to this Proposal and her contact information is: telephone 630-432-2677; email address Krush@govhrusa.com.

Ms. Rush served as the Village Administrator of Woodridge from 2009 - 2017 and as the Village Manager of Riverside from 1990 – 2009. She has worked on several executive recruitments since retiring from Woodridge and joining GovHR in 2017, including most recently the Village Managers of Orland Park and Barrington, Illinois. She is currently working on the recruitment for the Senior Housing Manager for Fort Collins, CO and the Village Administrator of Mundelein, IL. A complete list of Ms. Rush's and GovHR's clients is available on our website at www.govhrusa.com. Ms. Rush will be assisted by a home office Recruitment Coordinator and a Reference Specialist.

630 Dundee Road, Suite 130, Northbrook, Illinois 60062
847.380.3240 | GovHRUSA.com

References

Wellington, CO (Finance Director, current) – Katy Rush

Kelly Houghteling, Interim Town Administrator
970-556-1820
houghtkm@wellingtoncolorado.gov

Fort Collins, CO (Housing Manager, current) – Katy Rush

Jacqueline Kozak Thiel, Chief Sustainability Officer
970-416-2170
jkozak-thiel@fcgov.com

Englewood, CO (City Manager, 2019) – Heidi Voorhees

Mayor Linda Olson
lolson@englewoodco.gov

303-503-4020

Orland Park, Illinois (Village Manager, 2018) – Kathleen Rush

Stephana Przybylski, Human Resources Director
(708) 403-6166
sprzbylski@orlandpark.org

Eagle, CO (Community Development Director, 2019) - Sarah McKee

(Town Manager, 2017) – Cristi Musser
Lynette Horan, Human Resources Director
970-328-9618
Lynette.horan@townofeagle.org

Scope of Work

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your City Administrator search. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment. GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to two full days and one night depending upon the client's needs. We can also utilize dedicated email and surveys to obtain feedback from stakeholder groups. Previous clients have invited community leaders to meetings with our consultants; other clients have developed surveys for the community or organization; and some clients request we use a combination of these methods to fully understand community and organizational needs and expectations for the next City Administrator. We will work closely with you on the format that best meets your needs.
- Development of a **Position Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates. Phase II will include the following steps:

- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the City with a list of where we intend to place the position announcement, if requested.
- The development of a database of potential candidates from across the country unique to the position and to the City, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure. Candidates will be interviewed by video to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the City Administrator. We will ask follow up questions and probe specific areas. By utilizing video interviews we will have an assessment of their verbal skills and their level of energy for and interest in the position.
- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement. (See p. 8 of this proposal for a more detailed description of the background and reference checks we conduct on our semi-finalists).
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.
- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

Phase V –Interviewing Process

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.
- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of Ouray's facilities and interviews with senior staff, if the City so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

One-Way Video Interviews

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded for an additional fee. The Council can then review these interviews at your convenience prior to make a decision on which candidates to invite for interview.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire. Our typical recruitment process includes the following milestones and deliverables:

➤ Weeks 1 - 2	On-site interviews of City officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure
➤ Weeks 3 - 8	Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant
➤ Week 9	Consultant recommendation to the City of qualified candidates Deliverable: recruitment report
➤ Week 10	Selection of candidate finalists by the City; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets
➤ Weeks 11-12	Interviews of selected finalist candidates; recommendation of final candidate; negotiation, offer, acceptance and appointment

RECRUITMENT FEE, including all expenses and advertising

***\$24,500**

**This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if requested, for an additional cost of \$900.

The above cost proposal is predicated on three consultant visits to the City; the first for the recruitment brochure interview process (up to two full days and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; and the third for the candidate interview process. Any additional consultant visits requested by the City will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

- 1st Payment:** 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).
2nd Payment: 1/3 of the Recruitment Fee (invoice sent following the recommendation of candidates).
Final Payment: 1/3 of the Recruitment Fee (invoice sent after recruitment is completed).

Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

GovHR Guarantee

It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the City not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Ouray beyond the planned four visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure. In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request. This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Judith Schmittgens
Corporate Secretary and Compliance Manager
GovHR USA

Attachment: Consultant Biography
List of Top Manager Recruitments
List of Current Recruitments

CONSULTANT BIOGRAPHY

KATHLEEN F. RUSH **Vice President, GovHR USA**

Kathleen F. Rush has over 30 years of experience as a local government management professional including Woodridge and Riverside, Illinois. She is known for her extensive professional network. From 2009 until 2017, Ms. Rush served as the Village Administrator in Woodridge, a progressive, vibrant, diverse community in south central DuPage County. During her tenure in Woodridge, Ms. Rush was responsible for an approximate \$44.5 million budget and 126 full-time employees. During her tenure in Woodridge intergovernmental cooperation and regional service arrangements were initiated. Technology improvements, including a new phone system and a new Enterprise Resource System solution was initiated and implemented. The use of social media as a key tool for community engagement advanced. There was an improved commitment to infrastructure including the streets and water system. She participated extensively at a leadership level in regional and County-wide agencies ensuring the implications of decisions were considered during decision making.

Ms. Rush served as the Village Manager in Riverside, Illinois (a national historic landmark) from 1998 to 2009. Riverside is a unique, small town with a high demand for resident service and attention to historic preservation. Designed by Frederick Law Olmsted, designer of Central Park, NY, the Village of Riverside presented a unique set of challenges and projects. The community is known for its significant amount of open space, distinctive zoning and curvilinear streets. The community retains its historic character that essentially has been unchanged since 1879. The community is part of the National Park Service inventory of designated landmarks. During her tenure, financial challenges provided a great deal of experience. Capital project financing, operational reductions and increased service demands were a focus. Significant water, street, sewer, forestry projects were completed. Significant grant funding assisted in the financial undertakings. The Village of Riverside provided parks/recreation and fire services in addition to the primary Village operations.

Prior to serving in the Manager's role in Riverside, Ms. Rush did serve as the Assistant Village Administrator in Woodridge where she was responsible for human resources, information technology, purchasing, agenda management, community relations, special events and Village Board support. She served as the acting Director of Public Works and served as the project manager during the construction of a new Village Hall.

Ms. Rush holds a Bachelor of Science degree in Political Science and a graduate degree in Public Administration from Northern Illinois University. She has served in various leadership roles in professional and civic associations including serving as President of the Illinois City/County Manager's Association, President of the Illinois Municipal Management Assistants Association, and Chairperson of the Intergovernmental Risk Management Agency. Ms. Rush presently serves as a member on the Board of Directors for the DuPage Federation on Human Services Reform. She has recently completed a term on the Board of Advisors for the Northern Illinois University division of Public Administration and was on the Board of the DuPage Credit Union. She was selected as the ASPA Administrator of the Year in 2014 and was selected to receive the ILCMA Lifetime Achievement Award named for Bob Morris in 2017.

Professional Education, Training and Instruction

- Bachelor of Science degree in Political Science
- Graduate Degree in Public Administration, Northern Illinois University

Professional Development and Speaking Engagements

- ILCMA, panelist at various conferences

- IAMMA, panelist at various conferences
- The Legacy Project, Panelist 2017 Annual Conference and luncheon speaker

Memberships and Affiliations

- Board member and secretary for the DuPage Credit Union
- Board of Directors for the DuPage Federation on Human Services Reform, Vice Chairperson
- Former President of the Board of Advisor's for the Northern Illinois University division of Public Administration
- Former President of the Illinois City/County Manager's Association
- Former President of the Illinois Municipal Management Assistants Association
- Former Chairperson of the Intergovernmental Risk Management Agency
- Former member of the DuPage Mayors and Managers Association Executive Board, and Transportation Committee Chairperson

Awards

- ASPA Administrator of the Year in 2014
- Robert B. Morris Lifetime Achievement Award, ILCMA, 2017

Local Government Background

Over 30 years' experience as a local government management professional

- Village Administrator, Village of Woodridge, IL 2009 – 2017
- Village Manager, Village of Riverside, IL 1998 – 2009
- Assistant Village Administrator, Woodridge, IL 1985 – 1998

Top Manager Recruitments

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
City Management	Alaska	Unalaska	City Manager	4,768	2017
		Seward	City Manager	2,693	2019
		Bethel	City Manager	6,500	2019
		Homer	City Manager (Professional Outreach)	5,300	2019
	Colorado	Eagle	Town Manager	6,739	2017
		Englewood	City Manager	34,957	2019
	Connecticut	Cheshire	Town Manager	29,261	2017
		Enfield	Town Manager	45,246	2015
		Meriden	City Manager	60,838	2018
		East Hampton	Town Manager	13,000	2019
	Delaware	Newark	City Manager	33,398	2018
	Florida	Largo	Assistant City Manager	82,244	2018
	Georgia	Decatur	Assistant City Manager	24,000	2018
			City Manager	24,000	2018
	Illinois	Algonquin	Village Manager	30,046	2012
		Arlington Heights	Village Manager	75,100	2014
		Bensenville	Village Manager	20,703	2015
		Bloomington	City Manager	78,005	2018
		Buffalo Grove	Village Manager	42,909	2010
		Carbondale	City Manager	25,092	2011
		Cary	Village Administrator	18,713	2011
		Clarendon Hills	Village Administrator	8,572	2014
			Village Manager	8,572	2010
		Crest Hill	City Administrator	20,837	2015
		Decatur	City Manager	76,178	2014
					2018
			Deputy City Manager	76,178	2019
		DeKalb	City Manager	44,862	2013
				43,849	2018
		Dixon	City Manager	15,333	2015
		East Moline	City Administrator	21,300	2011
					2016
		East Peoria	City Administrator	23,503	2016
		Effingham	City Administrator	12,384	2010
				12,577	2018
		Elmhurst	City Manager	43,300	2010
		Fox Lake	Village Administrator	10,550	2013
		Freeport	City Manager	25,000	2017
		Galesburg	City Manager	33,706	2010
		Glen Ellyn	Assistant Village Manager	27,000	2013
			Village Manager	27,000	2010
		Glencoe	Assistant Village Manager	8,723	2015
			Village Manager	8,723	2013
		Hanover Park	Village Manager	38,510	2012
		Highland Park	City Manager	31,365	2011
		Hinsdale	Village Manager	16,816	2013
		Homer Glen	Village Manager	24,220	2011
		Homewood	Assistant Village Manager (Virtual)	19,464	2017
		Inverness	Village Administrator	7,400	2013
		Joliet	City Manager	147,500	2013
					2017

Top Manager Recruitments

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
City Management	Illinois	Kenilworth	Village Manager	2,562	2012
		La Grange	Assistant Village Manager (Virtual)	15,732	2017
		La Grange	Village Manager	15,732	2017
		Lake Bluff	Assistant to the Village Manager	5,700	2016
		Lake Forest	City Manager	19,375	2018
		Lake Villa	Village Administrator	8,774	2013
		Lake Zurich	Village Manager	19,631	2015
		Libertyville	Village Manager	20,431	2016
		Lincoln	City Administrator	14,500	2014
		Lincolnshire	Assistant Village Manager/Community		
			Development Director	7,500	2016
			Village Manager	7,500	2012
		Lindenhurst	Village Administrator	14,468	2017
		Lombard	Village Manager	43,165	2013
		Marengo	City Administrator	7,614	2011
		Mettawa	Part-time Village Administrator	500	2010
		Mokena	Village Administrator	19,042	2015
		Moline	City Administrator	43,100	2017
		Monmouth	City Administrator	9,444	2014
		Morton Grove	Village Administrator	23,500	2011
		Mt. Prospect	Village Manager	54,771	2015
		New Lenox	Village Administrator	25,000	2011
		Normal	City Manager	54,264	2017
		Oak Brook	Village Manager	7,883	2014
		Oak Park	Assistant Village Manager/Human Resources		
			Director	52,000	2019
			Village Manager	60,000	2016
					2019
		Pekin	City Manager	33,223	2016
		Princeton	City Manager	7,700	2011
		River Forest	Village Administrator	11,635	2010
		Rock Island	City Manager	39,684	2011
		Schiller Park	Village Manager	11,870	2015
		Shorewood	Village Administrator	17,495	2018
		Skokie	Village Manager	65,000	2013
		Tinley Park	Village Manager	58,000	2013
		Volo	Village Administrator	3,300	2013
		Washington	City Administrator	15,700	2015
		Wauconda	Village Administrator	13,603	2013
				13,896	2017
		Winnetka	Assistant Village Manager	12,422	2019
		Woodridge	Village Administrator	32,971	2017
		Barrington	Village Manager	10,455	2018
		Willowbrook	Village Administrator	8,967	2019
		Geneseo	City Administrator (Virtual)	6,500	2019
		Princeton	City Manager	7,700	2019
		Mundelein	Village Administrator	31,385	2020
		Centralia	City Manager	13,000	2020
	Indiana	Munster	Town Manager	23,603	2014
		St. John	Town Manager (Professional Outreach)	18,047	2020
	Iowa	Bondurant	City Administrator	5,493	2017

Top Manager Recruitments

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
City Management	Iowa	Burlington	City Manager	25,663	2011
		Newton	City Administrator	15,000	2016
		Washington	City Administrator	7,266	2011
		Webster City	City Manager	8,000	2016
		West Liberty	City Manager	3,736	2013
		Windsor Heights	City Administrator	4,860	2019
	Maryland	Greenbelt	City Manager	23,753	2016
		Hagerstown	City Administrator	40,612	2015
		Sykesville	Town Manager	3,941	2019
	Massachusetts	Cambridge	City Manager	110,000	2016
		Eastham	Town Administrator	4,956	2016
		Provincetown	Town Manager	2,990	2015
		Williamstown	Town Manager	8,400	2015
	Michigan	Alpena	City Manager	10,410	2012
		Caro	City Manager	4,208	2012
		Delta Charter Township	Township Manager	32,400	2014
		Franklin	Village Administrator (Virtual)	3,251	2020
		Hamtramck	City Manager	21,752	2017
		Kalamazoo	City Manager	75,000	2013
		Oakland Township	Township Manager	16,779	2013
				19,132	2018
		Rochester	City Manager	13,000	2015
		Eastpointe	City Manager	32,673	2019
			Economic Development Manager	32,673	2019
		Troy	Assistant City Manager	83,813	2019
			City Manager	83,813	2018
		Albion	City Manager	8,337	2018
		Adrian	City Administrator	20,676	2018
		Ferndale	City Manager	20,428	2019
		Lincoln Park	City Manager	36,665	2019
		Royal Oak	City Manager	59,112	2019
	Minnesota	Woodbury	Assistant City Administrator	68,820	2017
	Missouri	Ferguson	City Manager	21,111	2015
		Maryland Heights	City Administrator	27,436	2015
		Republic	City Administrator	15,590	2016
		University City	City Manager	35,172	2017
			Assistant to the City Manager/Communications	35,172	2018
			Assistant to the City Manager/Director of Huma	35,172	2020
		Wildwood	City Administrator	35,517	2014
			City Manager	35,524	2019
		South Lyon	City Manager	11,327	2018
		Ballwin	City Administrator	30,181	2020
	New Hampshire	Portsmouth	City Manager	21,796	2019
	New Jersey	Waldwick	Borough Administrator	9,800	2015
	New York	Mamaroneck	Village Manager	19,426	2018
	North Carolina	Fayetteville	Assistant City Manager	210,000	2012
					2017
					2018
	Ohio	Oberlin	City Manager	8,390	2016
	Pennsylvania	Ferguson Township	Township Manager	18,300	2017
		Mt. Lebanon	Municipal Manager	33,137	2015

Top Manager Recruitments

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
City Management	Pennsylvania	South Fayette Township	Township Manager	14,416	2018
	Rhode Island	North Kingston	Town Manager	26,326	2015
	Texas	Burleson	City Manager	36,990	2011
				43,960	2018
		Garland	Assistant City Manager	233,206	2016
		Missouri City	Assistant City Manager	74,139	2019
		McKinney	Assistant City Manager	187,800	2019
	Virginia	Chesapeake	City Manager	245,000	2019
		Salem	City Manager	25,643	2019
	Virginia Beach	Virginia Beach	City Manager	442,707	2019
	West Virginia	Morgantown	City Manager	31,000	2016
		Bridgeport	City Manager	8,582	2019
	Wisconsin	Baraboo	City Administrator	12,048	2019
		Bayside	Assistant Village Manager	4,400	2019
		Bellevue	Village Administrator	15,524	2018
		Beloit	City Manager	36,966	2015
			Finance & Administrative Services Director	36,966	2014
		Brown Deer	Village Manager	12,061	2012
		Burlington	City Administrator	10,511	2014
		Cedarburg	Town Administrator	11,475	2015
		Fon du Lac	City Manager	43,021	2012
		Fort Atkinson	City Manager	12,300	2012
		Franklin	Director of Administration	36,155	2019
		Glendale	City Administrator	12,920	2016
		Hartford	City Administrator	14,251	2015
		Hobart	Village Administrator	8,500	2016
		Janesville	City Manager	63,480	2013
		Lake Geneva	City Administrator	7,710	2015
		Lisbon	Town Administrator/Clerk	2,521	2014
		Oak Creek	City Administrator	35,243	2016
		Plymouth	Director of City Services	8,468	2010
		Prairie du Chien	City Administrator	5,900	2017
		Princeton	City Administrator	1,504	2010
		Racine	City Administrator	78,200	2016
		Richfield	Village Administrator	11,500	2009
		Rome	Town Administrator	2,720	2016
		Shorewood	Village Manager	13,331	2017
		Waukesha	City Administrator	71,000	2012
					2014
		West Bend	City Administrator	31,000	2016
		Whitewater	City Manager	14,300	2012
		Beloit (Town)	Town Administrator	7,083	2016
		Rhinelander	City Administrator	7,800	2018
		Monroe	City Administrator	10,827	2020
County Management	Arizona	Yuma County	County Administrator	203,000	2015
	Florida	Alachua County	Human Resources Director	259,964	2017
		Marion County	County Administrator	337,362	2015
		Pasco County	County Administrator	475,502	2016

Top Manager Recruitments

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
County Management	Florida	Pinellas County	Deputy County Administrator/Chief of Staff	970,600	2019
		DeKalb County	County Administrator	105,160	2012
	Illinois	Lake County	Assistant County Administrator	703,462	2016
					2017
			County Administrator	703,462	2019
		McHenry County	Deputy County Administrator	310,000	2014
		Rock Island County	County Administrator	147,258	2014
					2017
		Tazewell County	County Administrator	135,394	2014
		Winnebago County	County Administrator	290,600	2016
	Michigan	Grand Traverse County	County Administrator	90,782	2017
		Kent County	County Administrator/Comptroller	636,369	2017
		Lake County	County Executive	11,386	2015
		Muskegon County	County Administrator	172,200	2014
	South Carolina	Beaufort County	County Administrator	179,589	2018
Executive Director	Wisconsin	Dunn County	County Manager	44,122	2016
		Eau Claire County	County Administrator	101,400	2015
	Connecticut	Norwalk Redevelopment Agency	Executive Director	89,005	2019
		Chicago Metropolitan Agency for Planning	Executive Director	Multi	2019
	Illinois	Northwest Illinois Development Alliance	Executive Director/President-CEO	Multi	2018
		Illinois State Association of Counties	Executive Director (Virtual)	Multi	2018
		Invest Aurora	President/CEO	Multi	2018
		Bloomington-Normal Economic Development Council	President/CEO	Multi	2019
		Greater Freeport Partnership IL	Executive Director	25,000	2019
		Puget Sound Clean Air Agency	Air Quality Programs Division Director	Multi	2018
	Washington	Luxembourg American Cultural Society (LACS)	Executive Director	Multi	2019

CURRENT EXECUTIVE RECRUITMENTS – March 2020

Austin, TX Public Health Medical Director	Mundelein, IL Village Administrator
Ballwin, MO City Administrator	Muscatine, IA City Administrator
Barrington, IL Fire Chief	Oakland County, MI Diversity & Equity Director
Beloit, WI Fire Chief	Pinellas County, FL Assistant County Administrator
Bozeman, MT Supt of Water Reclamation	Roanoke, VA Police Chief
Brookline, MA Public Works Commissioner	Royal Oak, MI City Manager
Buffalo Grove, IL Finance Director	San Jose CA Director of Gaming
Centralia, IL City Manager	South Norwalk Electric & Water, CT General Manager
Centre Region Council of Govt Exec Director	Tampa, FL Customer Experience Director
Cleveland Heights, OH Asst PW Director	University City, Mo Human Resources Director
Cleveland Heights, OH Finance Director	Villa Park, IL Director of PW
Collinsville, IL Chief Financial Officer	Villa Park, IL Director of Community Development
Decatur, AL Director of Development	Virginia Beach, VA City Manager
Decatur, IL Community Development Director	Virginia Beach, VA Chief of Police
Des Plaines, IL Human Resources Director	Waukesha, WI Police Chief
Effingham County Regional Growth Alliance President/CEO	Wellington, CO Finance Director
Evanston, IL City Manager	West Suburban Consolidated Dispatch Center Deputy Director
Fayetteville, NC City Architect	Wheeling, IL Community Development Director
Fayetteville, NC Engineering Division Manager	Wheeling, IL Economic Development Director
Fayetteville, NC Stormwater Project Manager	Wichita, KS Stormwater Superintendent
Fort Collins, CO Housing Manager	Windsor Heights, IA City Administrator
Franklin Park, IL Building Director	Woodbury, MN Community Development Director
Franklin, MI Village Administrator	Worcester Public Library, MA Executive Director
Franklin, WI Director of Administration	
Franklin, WI Planning Manager	
Freeport, IL Director of Public Works	
GASB State Auditor	
Grafton, WI Police Chief	
Greater Freeport Partnership, IL Exec Director	
Green Mountain Transit, VT General Manager	
Hawthorne Woods, IL Chief Financial Officer	
Lincoln Park, MI City Manager	
Lisle, IL Police Chief	
Menomonee Falls, WI Fire Chief	
Monroe, WI City Administrator	



April 3, 2020

**Mayor Nelson and City Council Members
City of Ouray, Colorado**

RE: City Administrator Executive Recruitment

Dear Mayor and Council:

Thank you for the opportunity to submit this proposal to assist the City of Ouray in your search for a new City Administrator. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs, in addition to interim management services for your City Administrator position. I would like to draw your attention to a few key items that distinguish SGR from other recruitment firms:

- SGR has over 50,000 email subscribers to our weekly “10 in 10 Update on Leadership and Innovation” e-newsletter.
- SGR will send targeted emails to our database of over 4,000 senior executives in local government.
- SGR’s job board (a separate website), where this position would also be posted, is the 2nd largest local government job board in the nation, with an average of over 15,000 unique visits each month and over 1,600 jobs listed at any given time.
- SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. We continue to evaluate and improve our processes by embedding an equity and inclusion lens to our recruitment practices.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.

We recognize that the COVID-19 pandemic has created unique operating challenges for local governments in a myriad of ways, including recruitment efforts. SGR is rapidly investing in a variety of technologies that will allow a safe social distancing recruitment process. For example, one of the unique ways SGR has adapted to the current climate has been to implement live online interviews which allow multiple interview panels to conduct virtual face-to-face interviews from a variety of locations simultaneously. This addresses both the hesitation of candidates to travel and new work-from-home dynamics. This, along with other adaptations currently being implemented to modify and improve our standard process, will meet your needs in the current pandemic environment in ways no other firm is equipped to do.

We are excited about the prospect of doing this recruitment for the City of Ouray, and we are available to visit with you at your convenience.

Respectfully submitted,

Ron Holifield, Chief Executive Officer

Ron@GovernmentResource.com

Cell: 214-676-1691

Unique Qualifications

Listening to Your Needs

SGR works hard to help you define and articulate your needs, and we conduct a comprehensive recruitment that is unique to you. SGR devotes a tremendous amount of energy to actively listening to your organization and to understanding your unique culture and environment.

Comprehensive Needs Assessment

Finding qualified candidates is not difficult- the hard part is finding qualified candidates who are the right fit for your organization. SGR's executive recruiting services in this regard are unequaled. A leading-edge candidate and a safe harbor candidate often look the same on paper but will have profoundly different impacts on your organization. We will help you determine the difference.

Semifinalist Recorded Online Interviews with Candidates

SGR's unique online recorded interview process allows City Council to see candidates in an interview setting prior to the finalist stage of the recruitment process.

Comprehensive Media Reports

One of the worst things that can happen for your organization is to be surprised by undisclosed information about a finalist. SGR produces a comprehensive media report on each finalist candidate.

Accessibility

Your recruiter is accessible at all times throughout the recruitment process and can be reached by you or candidates, even at night and on weekends, by cell phone or email.

Approach

A full-service recruitment typically entails the following steps:

1. Organizational Inquiry and Analysis

- Develop Project Plan and Timeline
- Individual Interviews with City Council / Key Personnel / Community Leaders
- Stakeholder Survey (if desired – supplemental service)
- Development of Position Profile Brochure

2. Advertising and Recruitment

- Ad Placements, Social Media and Marketing of Position

3. Initial Screening and Review

- Management of Applications, Evaluation of Resumes
- City Council Briefing to Facilitate Selection of up to 12 Semifinalists

4. Evaluation of Semifinalist Candidates

- Written Questionnaire
- Recorded Online Interviews
- Media Search Stage 1
- City Council Briefing to Facilitate Selection of up to 6 Finalists

5. Evaluation of Finalist Candidates

- Comprehensive Media Search Stage 2

- Comprehensive Background Investigation Report
- First Year Game Plan (if desired)
- Reference Checks

6. Interview Process

- Interviews and Deliberations

7. Negotiations and Hiring Process

- Determine the Terms of an Offer
- Negotiate Terms and Conditions of Employment

Stakeholder Engagement

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

Pricing (valid through July 15, 2020)

All-Inclusive Maximum Price

Professional Services Fee:	\$ 18,500
Expenses Not-to-Exceed:	\$ 8,000
All-Inclusive, Not-to-Exceed Maximum Price:	\$ 26,500*

Expenses Not-to Exceed

SGR does not bill the client for any expenses except for those explicitly detailed herein. Items included in the Expenses Not-to-Exceed include:

- Professional production of a high-quality brochure. This brochure (typically 4 pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
- Marketing and Ad Placements:
 - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
 - Email blast to SGR's profession-specific opt-in subscriber list
 - Featured post on SGR's website
 - Featured ad on SGR's job board
 - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, Instagram
 - Ad placements with one national association and one state association. These two ads are billed at actual cost, with no markup for overhead. Additional ad placements, or the organization's choice, will be billed over and above the not-to-exceed maximum price.
- Semifinalist Recorded Online interviews. There is a cost of \$200 for each recorded online interview. SGR recommends conducting online interviews at the semifinalist stage (up to 12 semifinalists).
- Comprehensive Media Reports – Stage 2. There is a cost of \$500 per candidate. SGR will conduct Stage 2 media searches on the finalist candidates (up to 6 finalists).
- Comprehensive Background Investigation Reports. There is a cost of \$400 per candidate for comprehensive background screening reports prepared by our licensed private investigations

provider. SGR will conduct comprehensive background investigations on the finalist candidates (up to 6 finalists).

- Travel for the Executive Recruiter (incurred for the benefit of the client). Meals are billed at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. **It is anticipated that travel will be limited due to COVID-19 situation.**
- Up to four (4) visits/trips by the Recruiter to the Organization. Any additional visits/trips by the Recruiter to the Organization will be billed over and above the not-to-exceed maximum price. **It is anticipated that travel will be limited due to COVID-19 situation.**

***Supplemental Services**

The supplemental services listed below are not included in the maximum price above. These supplemental services include:

- Printing of documents and materials. The reproduction costs for briefing materials for the governing body up to 10 binders, which include semifinalist and finalist materials, are billed at 26 cents per copy, plus the cost of binders and shipping. Flash drives are billed at \$10 each. **Note: All materials will be submitted electronically as long as shelter-in-place conditions continue in the Dallas-Fort Worth area.**
- Candidate Travel (if applicable). Candidates are typically reimbursed directly by the client for travel expenses. If the client prefers a different arrangement for candidate travel, SGR will be glad to accommodate the client's wishes.
- Stakeholder Survey. SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided.
- Additional Ad Placements. Additional ad placements, as approved by the organization, that are not included in the not-to-exceed expenses will be billed back at actual cost with no markup for overhead.
- DiSC Assessments. There is a cost of \$175 per candidate for the DiSC Management Profile.
- Post-Hire Team Building Analysis. A half-day onsite workshop is \$4,000, plus travel expenses if applicable, and \$150 per person for I-OPT reports.
- In the unexpected event the client shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the client desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the recruitment process, or we will repeat the entire process at no additional professional fee until you find a candidate that you desire. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process at no additional professional fee to the client. If the Organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Company Profile

Strategic Government Resources, Inc. (SGR) was incorporated in 1999 and is fully owned by former City Manager Ron Holifield. Ron spent two high-profile decades in city management, which included service as City Manager in several cities. He founded SGR for the express purpose of helping local governments be more successful by recruiting, assessing, and developing innovative, collaborative, authentic leaders. We specialize in executive recruitment, training, leadership development, assessments, consulting, and various other services geared to promote innovation in local governments.

SGR's mission is to facilitate innovative leadership in local government. The simple fact is that in today's world of limited resources, local governments must innovate to survive. SGR has been, and continues to be, a leader in spurring innovation in local government. SGR has 700 local government clients in 47 states for our recruitment, training, and leadership development business lines combined.

Proposed Recruiter – Kurt Hodgen, Senior Vice President

With over 30 years of local government experience, Kurt Hodgen joined SGR in 2017 as Senior Vice President. Most recently, from 2007 until his retirement, Kurt served as the City Manager for the City of Harrisonburg, Virginia, after having previously served as the Assistant City Manager beginning in 2001. From 1993 to 2001, Kurt was the Assistant County Administrator/Director of Public Works for Botetourt County, Virginia. Before that, Kurt served as the Town Manager for the Town of Narrows, Virginia.

Kurt remains active in his professional associations and is currently a member of the International City and County Management Association (ICMA) and the Virginia Local Government Management Association (VLGMA). Kurt holds a Bachelor of Science in Public Administration and Political Science from James Madison University and is an ICMA Credentialed Manager. He is also a graduate of the Senior Executive Institute at the University of Virginia, the Utility Management Institute at Virginia Tech, and the Economic Development Institute at Virginia Tech.

References

Farrell Buller
Deputy Town Manager
Town of Erie, CO
303-926-2792
fbuller@erieco.gov

Dan Wienheimer
Fmr. Deputy County Manager, Routt County, CO
Current City Manager in Newberg, Oregon
503-537-1207
Dan.Weinheimer@newbergoregon.gov

Russ Forrest
City Manager
City of Gunnison, CO
970-641-8171
rforrest@gunnisonco.gov

Heather Geyer
City Manager
City of Northglenn, CO
303-450-8709
hgeyer@northglenn.org

Additional Information Online

SGR Website: www.governmentresource.com

SGR Executive Recruitment: www.governmentresource.com/executive-recruitment

Open Recruitments: www.governmentresource.com/executive-recruitment/open-recruitments

Executive Recruitment Clients: www.governmentresource.com/home/showdocument?id=274

Sample Stage 2 Media Report: www.governmentresource.com/Sample_Media_Search_Redacted.pdf

Proposal to provide recruitment services for the City of Ouray's next City Administrator



Leadership is Key to the Sustainability of Any Organization

Character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team's success in achieving its objectives.

Finding great leaders is what we do!



Executive Recruitment

Interim Staffing. Application Software. Job Board.

STATEMENT OF QUALIFICATIONS - EXPERIENCE

Current Recruitments

Arvada Fire Protection District, CO – *Fire Chief*
Gunnison County Attorney's Office, CO – *Deputy County Attorney*
Spokane County, WA – *Chief Executive Officer*
City of South Lake Tahoe, CA – *City Manager*
Bonner County, ID – *Information Systems Manager*
City of Sheridan, WY – *City Administrator*
City of Rawlins, WY – *City Manager*
City of Monmouth, OR – *City Manager*
City of Waldport, OR – *City Manager*
City of Mt. Angel, OR – *City Manager*
City of Lebanon, OR – *City Manager*
City of Leavenworth, WA – *City Administrator*
Yakima County Fire District 4, WA – *Fire Chief*
City of Lincoln, NE – *Fire Chief*
City of East Wenatchee, WA – *Police Chief*
South Sound 911, WA – *Executive Director*
MACC 911, WA – *Executive Director*
Lynnwood Public Facilities District, WA – *Executive Director*

References & Completed Recruitments

Gunnison County, CO - County Manager, Director of Health & Human Services, Community Development Director, Airport Director, HR Director, Deputy County Attorney, IT Director
Contact - County Manager, Matthew Birnie - 970.641.0248
mbirnie@gunnisoncounty.org

Front Range Fire Rescue, CO - Fire Chief
Contact - Retired Chief, Ron Bateman - 970.227.6925
rbateman@wrfr.com

City of Gunnison, CO - Public Works Director, Parks & Recreation Director
Contact - City Manager, Russ Forrest - 970.641.8171
rforrest@gunnisonco.gov

Lead Consultant

STEVE WORTHINGTON

Steve is a senior consultant for Prothman and brings over 30 years of successful leadership in local government and is currently serving his second 4-year term as a Council Member for the City of University Place, Washington, and is now serving as Mayor Pro Tem, as well. Prior to retirement after 6 years as the City Manager for the City of Fife, WA, Steve served as Community Development Director for six years in Fife and for nine years for the City of Cheney, WA. Steve was also an economic development specialist for the Spokane WA Economic Development Council, a member of the Association of Washington Cities Legislative Task Force, and an Economic Development Board Tacoma/Pierce County Trustee. Steve has a Bachelor of Arts degree in Speech Communications from the University of Washington, and a Master of Public Administration degree from Eastern Washington University.

EXECUTIVE SUMMARY

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 17 years. We have placed managers in small organizations like Yachats, Oregon, population 800, to large counties like King County, Washington, population 2+ million. We understand politics, council and board dynamics and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right "fit" for our clients.

Our strategy is to cast the widest net possible to ensure a diverse, qualified applicant pool. We have an aggressive local and national advertising campaign and our extensive databases allow us to mail the job announcement directly to employees in every city and county in the US. Our recruitment process emphasizes "fit" and we take as much time as needed to meet with your team so that we can learn and understand the experience, qualities and personality traits required for candidates to be successful within your unique organization and community.

PROPOSED SCOPE OF WORK

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule
- ◆ Review job description
- ◆ Review compensation and decide if a salary survey is needed

Information Gathering and Research *(Soliciting Input)*

We will meet with the City of Ouray via phone, Skype or Zoom and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next City Administrator. We will:

- ◆ Meet with City Council Members
- ◆ Meet with Leadership Team
- ◆ Meet with Staff as directed
- ◆ Meet with other stakeholders as directed
- ◆ Review all documents related to the position

Position Profile Development *(Identifying the Ideal Candidate)*

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience & ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. We have an aggressive recruitment strategy which involves the following:

- ♦ **Print and Internet-based Ads** placed locally and nationally in professional publications, journals and on related websites.
- ♦ **Targeted Direct Mail Brochures** sent directly to hundreds of highly qualified city/county administrators/managers who are not actively searching for a new position.
- ♦ **Focused Candidate Outreach and Networking** via over 7,500 ICMA personal emails from our database.
- ♦ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per month from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 6 to 12 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation (*Choosing the Finalists*)

We will prepare and send to you a detailed summary report of the semifinalist candidates and binders which include each candidate's application materials, including resume, cover letter, and supplemental question responses, and the results of the personal interviews and publication search.

We will meet via Skype or Zoom and discuss with you what we have learned throughout our screening process. We will review with you the candidates' qualifications and experience, the results of the semifinal interviews and the candidates' strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 5 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting after the finalist candidates have been agreed upon.

4. Prepare Final Interview Process

Final Interview Process *(Selecting the Right Candidate)*

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels or an evening reception.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
- ◆ **Evening Reception**
You may wish to have an evening reception so that staff and stakeholders have a chance to meet the finalist candidates in an informal setting. We will facilitate the reception.
- ◆ **Background Checks**
Background checks include the following:
 - **References**
We conduct 6-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
We contract with Sterling for all background checks.
- ◆ **Candidate Travel Coordination**
After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Binders**
The Final Interview Binders include suggested interview questions, as well as the candidates' applications, supplemental question responses, and resumes, and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.
- ◆ **Final Interviews with Candidates**
We will travel to the City of Ouray and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed.
- ◆ **Candidate Evaluation Session:** After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

FEE, EXPENSES & GUARANTEE

Professional Fee

The fee for conducting a City Administrator recruitment with a one-year guarantee is \$18,500, plus \$6,500 for expenses, for an all-inclusive cost of \$25,000, not including candidate travel. Also, because of the stay-at-home rulings, this price only includes travel for the consultant to visit the City one time for the final interviews. The professional fee covers all Prothman staff time required to conduct the recruitment. This includes all correspondence and on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and processing invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, one at the beginning, at the halfway point, and upon completion.

Expenses

Expenses will cost \$6,500 and include:

- Newspaper, trade journal, websites and other advertising (\$1,500)
- Direct mail announcements (approx. \$1,800)
- Interview binders & printing of materials (approx. \$500)
- Delivery expenses for Interview Binders (approx. \$400)
- Consultant travel: (\$1,600 - one trip)
- Background checks performed by Sterling (\$700)

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

Warranty

Repeat the Recruitment: If you follow our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

Guarantee

If you follow our process and the selected finalist is terminated for cause or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be the expenses.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

CITY OF OURAY

Professional Service Agreement

THIS AGREEMENT is entered this 16th day of March 2020 by and between:

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

Schmueser Gordon Meyer, Inc. d/b/a SGM Inc., a Colorado Corporation,
(the Contractor).

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

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as Exhibit A.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, upon termination of this agreement by either party, or if the services are not completed, this agreement will expire on December 31, 2020 at which time the City and the Contractor will either negotiate a new agreement to complete the services, extend this agreement or their relationship under this agreement will terminate.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor a sum not to exceed of Twenty-Four Thousand Two-Hundred Dollars (\$24,200.00).
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice monthly or every other month to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed

for the period, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefore.

5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City representative.
6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.
7. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance

shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.

- a. The Contractor shall procure and maintain the minimum insurance coverages listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
 - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000.00).
- b. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor

upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.

- d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.
10. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to COLO. REV. STAT. § 8-17.5-101, *et seq.*, the Contractor certifies the following:
- a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

- c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).
- d. The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
- e. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
- g. If the Contractor violates these illegal alien provisions, the City may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential

damages to the City. The City will notify the Office of the Secretary of State if the Contractor violates these provisions and the City terminates this Contract for that reason.

- h. The Contractor shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the City.
11. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
12. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
13. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
14. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
15. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or

altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Contractor.

16. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
17. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
18. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
19. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
20. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
21. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.

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

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

CITY OF OURAY:

Greg Nelson, Mayor

Date

Attest:

Melissa Drake, Clerk

Date

CONTRACTOR:

Gerald E. Burgess, PE

Date

City of Ouray
Attn: Joe Coleman
P.O. Box 468
Ouray, CO 81427

February 21, 2020

RE: Box Canyon Hot Water Infrastructure Improvements

SGM appreciates this opportunity to provide you a proposal for City Hot Water Line delivery design and construction support.

We understand that the City would like to replace a portion of the hot water delivery line from Box Canyon. The work will extend from just above the Nixon property to the manhole at 7th Street. We see our scope of work as follows:

1. Order engineering utility locates from 7th avenue to above the Nixon property.
2. SGM will make a site visit and review the utilities as located with City Public Works staff. During this site visit we will identify the routing for the new hot water transmission line. The concept will be to keep the existing line operational as much as possible during the construction to minimize disruptions at the pool.
3. During the site visit of task 2, we would recommend a meeting with the private property owner (Mr. Nixon) to discuss work on his property and how to address the heat exchange vault on his property. We have NOT included engineering time in our fee estimate re-design of the heat exchange portion of the vault. This service can be provided as requested.
4. Perform field existing condition survey of the new alignment. The field survey work will gather the existing utility locates, topography and other features that will be needed for the design and construction. The survey work will be used for both plan and profile for the new line. The survey work will set the survey control for eventual construction. Ideally this task would be performed concurrent with task 2.
5. Prepare bid documents (plans and specs) for competitive bidding process.
6. Prepare an engineer's opinion of probable construction costs.
7. SGM will assist the City through the bidding process. This will include preparing the documents, bid advertisement, facilitate a pre-bid meeting, answer contractor bid related questions and provide a recommendation to the City for a construction contractor based on the bids received. This will include issue a notice of award to the successful contractor.
8. SGM will assist the City with the construction administration. This work will include facilitating a pre-construction meeting (if needed), reviewing submittals, answer contractor requests for



information, attending weekly project meetings and being available as City staff needs. SGM will prepare contract closeout documentation.

For the scope of work described above, our estimated fee is \$24,200.00. For this project we propose to work on a time and materials basis as directed by the City. Our initial estimate would be a "not to exceed" amount unless approved in advance.

Our fee estimate breaks down as follows:

Survey and Existing Conditions Mapping:	\$4,600.00
Engineering, Plans, Specs, Proj. Coord., Cost Estimates:	\$11,500.00
Bid Process/Assistance:	\$600.00
<u>Construction Admin Assistance (Based on 5-week project):</u>	<u>\$7,500.00</u>

Total estimate: \$24,200.00

If you have any questions or would like additional detail regarding this proposal, please let me know. Please contact me at 970.707.8152 or by email at jerryb@sgm-inc.com with any questions or concerns. We look forward to helping the City of Ouray with this important project.

Sincerely,

Gerald E. Burgess, PE
Senior Engineer/Principal

City of Ouray
Attn: Joe Coleman
Via email: colemanj@cityofouray.com

March 6, 2020

RE: Box Canyon Hot Water Infrastructure Improvements – Heat Exchange Vault

Joe,

SGM recommends the following approach for the Heat Exchange Vault located on the Nixon property. Currently, how well the heat exchange tubing and system in place at the Nixon residence functions is an unknown. Prior to making any modifications to the vault and exterior piping we believe that the existing system should be tested, and heat balance measurements taken. This will enable us to put a modified system back in place equal to or better than the current system. This work would be followed by a design for modifications or replacement. Main work elements for this task would include:

- Test and Balance measurement – (one of the tools used is a glycol spectrometer).
 - Test and Balance includes measuring the following:
 - Hot side (source side):
 - Entering water temperature
 - Leaving water temperature
 - Flow rate
 - Cold side (private side):
 - Entering water temperature
 - Leaving water temperature
 - System pressure drop
 - Glycol concentration (if glycol is used)
 - Flow rate

The aforementioned will be followed up with:

- Basic design and specification of new heat exchanger, general consulting and support. Calculate rate of heat exchange.
 - Does not include review of owner's system beyond the (5) measurements above.
 - Includes an opinion of cost.

Our fee estimate breaks down as follows:

Test and balancing measurements:	\$1,800.00
Basic design, specs, general consult, opinion of cost est.:	\$2,500.00
<u>Bid and construction support:</u>	<u>\$600.00</u>
Total estimate: \$4,900.00	

If you have any questions or would like additional detail regarding this proposal, please let me know.

Sincerely,



3-10-2020

Justin Perry, Mayor Nelson, and members of the Ouray City Council:

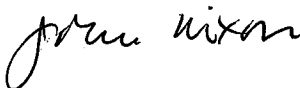
I am in receipt of the letter dated March 3, 2020 from Justin Perry advising me that the City is considering changes to the geothermal water line which crosses my property at 302 Oak St. I am sorry that I will not be able to attend your next council meeting to discuss this matter.

I would however like to offer a suggestion for your consideration. Rather than replace the concrete vault on my property and tear up my driveway to replace the uninsulated line which is buried along the edge of my driveway, I suggest the following. Cut the existing water line a foot or two upstream of the vault and connect the new insulated pipeline to the cut line. Rather than replace the vault, which is sound and does not leak, I will hand excavate around the perimeter of the vault, down to the bottom of the vault, and line the walls with 2" of extruded polystyrene. I will also design a removable insulated cover for the vault which does not weigh the 165# that the existing steel plate cover weighs. Leave the pipeline that exits the vault underground and connect the new insulated pipe to the existing pipe where it surfaces, near my dish receiver. It is true that short approx. 40' section of pipe which is buried does lose heat, but my guess it is not significant. The earth around the pipe does act as insulation.

I can only imagine that this plan would save the City thousands of dollars for very little loss in BTUHs.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Nixon".

John Nixon