

AGENDA
OURAY CITY COUNCIL
VIRTUAL MEETING
MONDAY, April 20, 2020
Regular Meeting – 1pm

Join Zoom Meeting <https://zoom.us/j/99948995658>

Meeting ID: 999 4899 5658 Password: 005418

By Phone: +1 253 215 8782 US or +1 301 715 8592 US
Meeting ID: 999 4899 5658
Password: 005418

If there are issues with the Zoom Meeting, we will go to phone conference:

800-941-0912 Pin: 594536#

Regular Meeting – 1pm

- 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

1. CALL TO ORDER
2. ROLL CALL
3. CEREMONIAL/INFORMATIONAL
 - a. CEDC Update
 - b. 2020 Census Update
4. CITIZENS' COMMUNICATION
5. CITY COUNCIL REPORTS/INFORMATION - Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson Page 6
6. DEPARTMENT REPORTS
 - a. Acting City Administrator - Finance and Administration Director Page 11
 - b. Community Development Coordinator Page 12
 - c. Police Chief
7. CONSENT AGENDA – Liquor License Renewal – Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs Page 14
8. ACTION ITEMS Page 16
 - a. Possible Action Regarding CEDC Recommendations
 - b. PSA – Executive Search Firm Page 19
 - c. Employment Contract for Acting City Administrator Page 25
 - d. PSA – Caselle Financial Services Page 28
 - e. Via Ferrata Management Agreement Page 37
 - f. PSA for Community Plan
 - g. Discussion and Possible Action Concerning Digital Messaging page 73
 - h. Consulting PSA – Former City Administrator
 - i. Discussion and Possible Action Regarding Potential RFP for Hot Springs Pool Management
 - j. Discussion and Possible Action Regarding Emergency Budget Reductions Page 79
9. DISCUSSION - Future Agenda Items
10. ADJOURNMENT

Posted by _____ Date _____

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320 Sixth Avenue
Ouray, Colorado 81427



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www.cityofouray.com

CONSENT AGENDA ITEMS (April 20, 2020):

Liquor License Renewal – Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs

Action Requested – *Will City Council approve the liquor license renewal for Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs?*

Background – This is an established business within the City of Ouray that currently possesses a liquor license. As is required by State Statute for all liquor license holders, they must renew their liquor license 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 liquor license renewal for Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs.

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Action Requested – *Will City Council approve possible CEDC recommendations made in a presentation earlier?*

Background – CEDC has been working on Pandemic Response for small businesses.

Recommendation – N/A

PSA – Executive Search Firm

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Recommendation – City Staff recommends that City Council approve the PSA with KRW Associates.

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working for the City or Council or Ms. Drake may end it before that date if desired. Ms. Drake will maintain her duties as Director of Finance and Administrative Services with the help of a contracted financial service provider.

Recommendation – Council Decision

PSA for Caselle Financial Services

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Background – Ms. Drake worked with Caselle Financial Services to propose 2 agreements. The first will initiate the work with Caselle and reconcile financials to bring them current for an amount between \$5,250 and \$7,000. The second agreement will keep financials current and will be month-to-month for \$700 per month until Ms. Drake is no longer Acting City Administrator.

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Via Ferrata Management Agreement

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Background – Alpine Planning has been working on this project but Council may wish to cancel this agreement due to budget cuts required in response to loss of revenue related to

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Recommendation – City Staff recommends canceling the agreement with Alpine Planning due to required budget cuts.

Discussion and Possible Action Concerning Digital Messaging

Action Requested – *Will City Council approve a Request for Proposal (RFP) or take other action regarding digital messaging in the absence of a marketing contract?*

Background – City Council had a Special Meeting on April 15 requested by Mayor Nelson and Mayor Pro Tem Wood to consider this item and it took no action. The item was moved to this meeting.

Recommendation – Council Decision

Consulting PSA – Former City Administrator Justin Perry - postponed

Discussion and Possible Action Regarding Potential RFP for Hot Springs Pool Management

Action Requested – *Will City Council direct staff to produce an RFP for management of the Hot Springs Pool?*

Background – Councilor Peggy Lindsey requested this item.

Recommendation – Council decision.

Discussion and Possible Action Regarding Emergency Budget Reductions

Action Requested – *Will City Council adopt Emergency Budget Reductions?*

Background – City Staff has prepared potential budget reductions due to lost revenue projected due to the COVID-19 Pandemic.

Recommendation – City Staff recommends adoption of these reductions.

OURAY VOLUNTEER FIRE DEPARTMENT MONTHLY MEETING

FEBRUARY 10, 2020

CALLED TO ORDER AT 7:35

ATTENDANCE AND REPORTS

17 members present; 0 excused; 7 absent
The Treasurer's Report was read and approved.
Prior minutes were read and approved.

DETAILED ATTENDANCE

Present

Dave Turner, Ted Pullig, Steve Martinez, Chris Lee, Brittany Kunz, Kevin Koprek, Dallas Farlin, Steve Duce, Max Austin, Travis Manley, Chris Miller, Bumper Williams, Junior Mattivi, Craig Kaminsky, Adam Kunz, John Fedel, Trevor Latta

Excused

Absent

Amy Winterrowd, Danny Wilbur, Dack Klein, Nathan Judd, Chris Folsom, Tyler Ferguson, Patrick Rondinelli

OLD BUSINESS

None

NEW BUSINESS

SJBL District Tournament Brochure - Coach Pearce requested the department to re-up their annual full-page, \$75 ad. A motion was made to renew the add. The motion was seconded and passed. Craig Kaminsky will coordinate with Coach Pearce.

March Elections - Chief reminded the department that the secretary, assistant chief, and treasurer are up for re-election.

July 3rd Ball - The department was advised that we need to up our allotted fees for bands for the July 3rd show. A motion was made to approve Dave Turner to use up to \$2000 for lining up musicians for the event. The motion was seconded and approved. Dave also

suggested we add \$500 to the pot for advertising and promotions. Dave is also working on the openers and we might have a chance to get two opening acts with our new budget. A motion was made to approve the \$500 for advertising. The motion was seconded and passed.

Hats - Ted Pullig presented an invoice for department hats. The department was requested to choose between a couple of design options. A motion was made to get 25 mesh trucker hats and 25 solid hats. The motion was seconded and passed.

Correct 501.3c - The original organization was setup with the city's details but need to now get it (the 501.3c) recreated so that the funds are truly and properly set under OVFD and not the city. A motion was made to spend up to \$500 with an accountant to properly setup the New 501.3c and related bank accounts. The motion was seconded and passed.

Training - Wednesday, 6 pm at the fire house. A WENS will be sent. A busy April of training is ahead and Chris Miller will relay more details to the department at the March meeting.

Kindergarten - The class is looking to do a meet and greet on either a Monday or Thursday later in February. Monday's would be around 2-3 pm and Thursday would be in the morning. Chris Lee will coordinate the date/time and relay to Craig for department-wide notification (WENS).

ADJOURNED AT 8:30

City of Ouray CEDC Meeting
March 31, 2020
Virtual Meeting via Zoom Platform

Chair, Dee Williams called the meeting to order at 8:03am.

Present: Dee Williams
Steven Gurzenski
Heather Smith
John Wood
Chris Hawkins
Lou Hart
Travis Cossitt

Absent:

Others Attending:
Asia Tibbs
Melissa Pederson
Ryan Hein
Markus Vanmeter
Kendra Manley
Mary Carkin
Jason Perkins
Michelle Pourier
Mayor, Greg Nelson
Bruce ?

Proceedings:

There were no minutes to approve for this meeting since it was not a regular meeting of the CEDC but was especially called for the purpose of development of an action plan and recommendations to the City of Ouray for going forward in our response to the economic detriments of Covid 19 and the accompanying mandates.

- Meeting objective to brainstorm and develop CEDC's action plan and recommendations to the City Council to assist businesses in implementing and navigating assistance from local, state, and federal levels to successfully survive this economic downturn
- Suggestion to compartmentalize our meeting process into three objectives:
 - 1) Who and how to organize the information and initiatives that CEDC will implement for assistance
 - 2) Determine actions that will be recommended to the City Council at its April 6th meeting
 - 3) Establish other assistance that CEDC will undertake to implement

Motion by Williams

Move to appoint Steve to collaborate with the City Information Officer in development of website that will provide resources and links to assist businesses in economic recovery efforts

Seconded and carried without dissent

- OTO is no longer contracted with the City to provide marketing and Visitor's Center services; digital footprint data will be transferred to the City; OTO will continue to exist and pursue its organizational objectives
- Ouray County Resources will be linked to CEDC's economic recovery site
- Discussion of action items to be recommended to the City Council by CEDC (see complete list as addendum below)
-

Motion by _____

Move to have CEDC initiate pursuit of FEMA Grant

Seconded and passed

Motion by Hart

Move to submit 40% of the annual CEDC budget back to the City Council

Seconded and passed with 2 dissenting.

- City/County property tax; county pursuing in discussion with State regarding the option to dismiss late fees
- Marketing transition to online business model evidencing increased success would be enhanced through promotion in social media accounts
- Individual proposal for facilitation of the city's online profile via "guerilla marketing"; proposal to be shared with CEDC for the purpose of familiarity
- Next regular meeting of CEDC April 9, 2020; 8:30am will be Zoom meeting, platform assistance from Melissa; Lou will contact Kat Papenbrock to confirm participation in this meeting

Meeting adjourned at 10:10am

Minutes submitted by Secretary, Lou Hart

Addendum:

Recommendations and action items from CEDC to the City Council of Ouray toward Economic Recovery specifically targeting local Businesses to be presented at the April 6th Council Meeting

- 1) CEDC will facilitate Zoom meeting with SBA and the business community to support pursuit of available grants and loans
- 2) CEDC will facilitate weekly roundtable work session with public notice for businesses Q & A and collaboration in pursuit of available funding for economic recovery
- 3) CEDC recommends the City's suspension of late fees and interest for all required utility payments as well as deferral of payments until businesses have recovered sufficiently to make payments
- 4) CEDC recommends that the City consider non-enforcement of sign regulations, encroachment permits, and other regulations that will deter business to public communication during mandated operational limitations
- 5) CEDC recommends that the City prioritize acquisition of improved ongoing broadband and fiber connectivity to assist business's efforts toward online business activity
- 6) CEDC recommends that the City urgently pursue marketing in support of online business activity
- 7) CEDC recommends that the City pursue current Federal and State grant relief
- 8) CEDC recommends that the City encourage customers/residents who are able to pay utility fees in full as early as possible to offset payments that may not be submitted during this economic crisis

ACTING ADMINISTRATOR REPORT FOR 4/20/2020 COUNCIL MEETING

Last 2 Weeks

- **COVID-19 Pandemic Emergency** – I have sent you updates throughout the weeks.
 - All City Services are still being provided. Only the Hot Springs Pool has shut down.
 - I am now a part of the Unified Command group and attend meetings twice a day.
 - FEMA – I have submitted a request to FEMA for an ID which is our first step toward applying for financial aid – I attended a required training this past week
 - The State of Colorado has received a Major Disaster Declaration by the President which opens up FEMA's Public Assistance Grant Program
 - I completed the DOLA and CML Financial impact survey – results will be interesting
 - Budget – the Leadership Team has worked diligently on additional recommendations for expense reductions. These will be presented later in this meeting. Very little purchasing has occurred in the last 4 weeks. I thank the entire team for contributing to these recommendations and I especially thank Aja Tibbs for her contributions to the presentation.
 - The Board of Health will meet on Tuesday 4/21 to consider current orders and potential extensions
 - Long-term recovery planning is starting
- **OTO Update** – We have received the keys to the Visitor Center. Rick Noll did a walk-through and the building is clean and in good condition. He also changed the locks. We received IDs and passwords to the website and social media on Monday 4/13. OTO worked to separate their company information from the platforms. This took longer than expected. Jennifer Peterson is working on changing all the passwords and monitoring comments on sites.
- **COP** – Our contracted financial advisor is watching interest rates and they are not yet where they need to be to proceed with the refinance RFP. He is also looking into options for speeding up the process while remaining compliant with TABOR laws. I have a meeting scheduled for 4/21 to get an update.
- **WWTP** – Joe Coleman and I met with JVA and CDPHE regarding correcting past testing numbers. CDPHE is allowing us to correct that reporting and has offered us a streamlined method to do that. We also met with JVA to discuss status and direction with the whole project. Joe will give a more in depth report at the next Council meeting.
- **Executive Search Update** – KRW has completed interviews of Council and the Leadership Team to gather information regarding desired qualities for the new City Administrator

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TO: Ouray City Council
FROM: Aja Tibbs, Community Development Coordinator
DATE: April 15, 2020
FOR: April 20, 2020 Meeting
SUBJECT: Community Development Report

CURRENT PLANNING

Several sessions of training with Chris Hawkins has occurred to gather history and general information on the following current projects:

- Sampler Subdivision
 - Active Variance applications, tabled by the Planning Commission
- Ouray River Park Townhomes
 - Property ownership has been transferred, permit has been issued
- Camp Bell's Variance
 - Variance application under review and in preparation for Planning Commission
- County Courthouse
- Wright Opera Building
- Columbus Building
 - New RFP posted April 9 and closes April 23
- Ouray Storage

CODE ENFORCEMENT

In order to minimize contact and exposure during COVID-19 emergency, staff recommends minimizing code enforcement responsibilities at this time. Staff is still responding to issues concerning short-term rentals during the emergency response.

BUILDING & PERMITS

Five building permits and one sign permit was issued by the department. Ongoing review and completion of short-term rental applications was performed. The Building Inspector performed twenty-five inspections and twelve courtesy inspections.

LONG RANGE PLANNING

Chris Hawkins continues to work on drafting revisions to the Ouray Community Plan.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE (CEDC)

Staff assisted and participated in scheduling several meetings with the CEDC

- Special Meeting on March 31 (minutes included in council packet)
- Regular Meeting on April 9 (minutes under review by CEDC)
- Upcoming Weekly Work Sessions on Wednesdays at 4pm
- Upcoming Special Meeting on April 20 at 7pm

PLANNING COMMISSION

No meeting of the Planning Commission was held this month.

BUDGET

Staff has been actively working and meeting with leadership staff to propose budget cuts in response to anticipated decreased revenues resulting from COVID-19.

MISCELLANEOUS PROJECTS

The following additional miscellaneous projects have also been taken on by Community Development staff:

- Obtaining estimates to request title research on two properties within the City. Two estimates have been received and two more are pending.
- Researching paid fees and taps within the City.
- Reviewing progress on the backflow prevention program.
- Reviewing and determining standards for city street signs.

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Recommendation – City Staff recommends that City Council approve the liquor license renewal for Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs.

Submit to Local Licensing Authority

**TWIN PEAKS LODGE & HOT SPRINGS
PO BOX 955
Ouray CO 81427-0955**

Fees Due		
Renewal Fee		500.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$ 500.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name ALPENGLOW PROPERTIES OURAY INC			Doing Business As Name (DBA) TWIN PEAKS LODGE & HOT SPRINGS	
Liquor License # 28-36861-0002	License Type Hotel & Restaurant	Sales Tax License # 28368610002	Expiration Date 06/02/2020	Due Date 04/18/2020
Business Address 125 THIRD AVENUE Ouray CO 81427				Phone Number 9703254427
Mailing Address PO BOX 955 Ouray CO 81427-0955			Email	
Operating Manager Ryan Hein	Date of Birth	Home Address		
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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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 8, 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 and to expedite the process KRW will¹:
 - Prepare a questionnaire to be distributed to 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. The questionnaires will be submitted to KRW electronically.
 - If requested, compose a questionnaire for community input.
 - Conduct individual interviews with City Council members and gather their input/information 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.

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

- e. During the open period KRW will evaluate applicant resumes as well as perform outreach to contacts and solicit potential suitable candidates.
 - 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 creditability. 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

Note: KRW acknowledges the urgency City Council places on the satisfactory completion of the project and the placement of a qualified candidate. KRW intends to make the project a priority and work diligently toward that goal in an expeditious manner.

- 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

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

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:
 - 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:

Greg Nelson, Mayor
City of Ouray, CO

Date: _____

L. C. Kramer Date: 4/8/20
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

**CITY OF OURAY
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is entered into between City of Ouray (City), and Melissa Drake, (Employee).

WHEREAS, Employee is currently employed as the Director of Finance and Administration for the City and the City wishes to temporarily hire Employee for the acting City Administrator position commencing on April 6, 2020;

WHEREAS, Employee shall hire Caselle Financial Services to assist Employee with financial services work until such time as a permanent City Administrator starts work; and

WHEREAS, both Employee and City agree that if Employee is terminated for no cause or resigns for any reason from the acting City Administrator position, Employee shall resume her duties as the Director of Finance and Administration for the City. If Employee is terminated for cause, she shall not resume her duties as the Director of Finance and Administration.

NOW, THEREFORE, it is agreed by the parties for and in consideration of the mutual covenants contained herein as follows:

1. EMPLOYMENT. In consideration of the respective rights and obligations set out below, the City employs the Employee on April 6, 2020, to provide the services described below.

2. CONTRACT CONSIDERATION. In return for the Employee's agreements stated in this Agreement, City shall compensate Employee at an annual salary of \$110,578.58 during the acting period which ends on the day when an, interim or permanent City Administrator begins work or if a termination occurs under paragraph 3 below.

3. TERMS OF EMPLOYMENT. Employee will at all times while this Agreement is in effect be an AT-WILL, exempt, employee, and either party may terminate this Agreement with or without cause at anytime, with or without notice

4. EMPLOYEE'S DUTIES. Employee will provide the following services under this Agreement: See attached Job Description attached as Exhibit A (Services). Employee will provide such services at City Hall, except during the COVID-19 disaster emergency. The Employee's services performed for City and its City Council members, employees, and public, and the Employee's representation of City and the public, will in all events be consistent with the City's best interests and with the City's policies and standards.

5. COMPENSATION. All compensation the City pays Employee pursuant to this Agreement is subject to employer withholdings, e.g., for FICA, Medicare/Medicaid, any applicable

occupational privilege tax, and any court ordered deductions such as garnishments. Compensation may also be reduced by deductions the Employee authorizes for insurance, and other similar purposes.

7. PROFESSIONAL AND EDUCATIONAL EXPENSES. City shall reimburse Employee for professional and educational expenses reasonably and necessarily incurred in furtherance of the City's business and professional development. The City will pay the Employee for any reimbursable expense in accordance with the most recent City of Ouray Personnel Regulations. City will each make all reports, withholdings and payments related to any taxes reportable or due as a result of expense reimbursements.

8. VACATIONS, HOLIDAYS AND LEAVES. Employee shall have the vacation, holiday and leave benefits stated from time to time in the most recent City of Ouray Personnel Regulations. There shall be no increase in vacation, holidays and leaves provided as a result of the increased duties herein.

9. SUPPLIES, EQUIPMENT AND FACILITIES. City shall provide Employee with such supplies, equipment, facilities and services as are reasonably necessary to perform the Employee's duties. The City's provision of any supplies, equipment or facilities to the Employee will not give the Employee any ownership interest in any such supplies, equipment or facilities and will not obligate the City to continue providing supplies, equipment and facilities. The Employee's use of the City's property and equipment will be consistent with the City's personnel policies, including any regarding City Equipment, Safety and Security now in effect or as the City may have later.

10. DEATH OR DISABILITY DURING EMPLOYMENT.: If the Employee dies during the term of the Employee's employment, City will pay to the Employee's estate the compensation which otherwise would be payable to the Employee for the Employee's services rendered before the Employee's death.

11. EXEMPT . The delivery of the Services is in addition to, and is different from, Employees regular employment duties with City. The Services herein are not considered exempt work.

Each Party has read and considered this Agreement carefully, believes that Party understands each provision, and has conferred, or has had the opportunity to confer, with the Party's own attorney before executing this Agreement.

IN WITNESS OF OUR AGREEMENTS, City and Employee have executed this Agreement on the date(s) indicated below.

EMPLOYEE:

By: _____
Melissa Drake Date

CITY OF OURAY

Greg Nelson, Mayor Date

ATTEST:

Melissa Drake, City Clerk Date

Proposal for Services

CASELLE®

Prepared for

Ouray, Colorado

Prepared by

CASELLE®

1656 S East Bay Blvd, Ste. 100

Provo, UT 84606

Tel: (800) 228-9851

Fax: (801) 850-5001

www.caselle.com

Submitted on

April 16, 2020

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All data submitted to the Ouray, Colorado is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Caselle, Inc. The recipient of this document agrees to inform present and future employees of the Ouray, Colorado who view or have access to its contents of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matter are generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Caselle, Inc.'s express written consent.

Caselle, Inc. retains all ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

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Executive Summary

Caselle, Inc. is pleased to present the City of Ouray with this proposal for services. We understand the issues that the City of Ouray is faced with and recognize the unique opportunity to offer assistance.

Having carefully examined the City of Ouray's requirements, we are confident that our proposed services will effectively address those needs. Our goal is to provide accurate accounting services for Payroll and General Ledger on contract and to save the Ouray, Colorado hours of labor and buckets of stress. The City of Ouray will

- Benefit from the expertise of Caselle's technicians, both in using the software and performing tasks for Payroll and General Ledger functions.
- Benefit from the confirmation and validation of accurate and supportable information that will be retrievable and reportable from the Caselle General Ledger applications on site at the Ouray, Colorado.

Proposed Services

Deliverables

In the course of this contract, Caselle will deliver the following:

Additional Reconciliation Functions

- Reconcile the following subsystems to the General Ledger: Accounts Payable, Utility Management, and Cash Receipting, by balancing reports from the subsystems to associated accounts in the General Ledger.
- Review subsystems to ensure transactions are posted correctly to accounts; including making additional journal entries to correct any additional issues that may be discovered during the review.
- Perform the closing routine at the end of the month; including closing the period to prevent or restrict access.
- Perform additional journal entries and cost allocations using provided supporting documentation.

Cost Requirements

The proposed contract for Ouray, Colorado includes services for reconciliation of bank statements and for balancing subsystems to balances in the General Ledger.

- ☐ Item 1: General Ledger paid on a monthly basis at \$700 per month starting March 2020

Services may continue for additional months at the Ouray, Colorado's option. Optional adjustments up or down of the rate after twelve months would be made if needed based upon hours of work recorded by Caselle technicians in the first eleven months of service.

Total annual costs of the first twelve months will not exceed \$8,400.

Ouray, Colorado Team

This project will be overseen by Brian Wilkins, VP Finance, MBA. He will be accountable for all aspects of this agreement

General Ledger team members will include Kimberly Olsen, CPA, MAcc, Jason Christensen, BS, and Fransisco Carreno Tovar, BS

Policy for Review

Ouray, Colorado agrees to review transactions and reports at the end of each General Ledger period to verify that the terms and conditions of the service proposal are fulfilled. Following the end of these verifications and the closing of the GL period any changes, corrections, or updates that need to be made to data in closed pay periods or GL periods will be calculated and billed as an additional service fee.

Caselle will provide all services herein by transfer of data between Ouray, Colorado and Caselle and/or by remotely accessing the computer system for Ouray, Colorado and working in concert with their personnel to allow them to participate, observe, and learn about the application software and the operations and procedures in a training experience to the extent possible. This data procedure will allow checks, reports, and other work products to be printed in the Ouray, Colorado administration office.

Statement of Authorization

The signatures below indicate each party's acceptance of the terms and objectives stated in this proposal. This proposal is executed by its duly authorized representative.

Ouray, Colorado

Signature: _____

Name: _____

Title: _____

Date: _____

Caselle, Inc.

Signature: _____

Name: Brian Wilkins

Title: _____

Date: _____

Use Caselle's Professional Services document to request specialized help.

Instructions: Print the form, sign it, fax it to Caselle at (801)850-5001, and or email back to contact.

Part 1: Your Information

Organization Name: Ouray, CO

Date: 04/16/2020

Contact Name: Melissa Drake

Title: Director of Finance

Database: General Ledger

Version: _____

Request Services For:

Go through 2018 end of year entries, reverse what needs reversing. Find Revenue and Expenditures booked in 2020 but labeled as 2019 Revenue and Expenditures. Book portion of 1st 2020 payroll and benefits that was worked in 2019 back to 2019. Enter any other adjustments that the City finds. Complete the General Ledger Close for January and February 2020 using the City's checklist and supporting docs.

Part 2: Estimated Service Fee

Estimated Hours: 30-40 4 hour minimum

Rate per Hour: \$175.00

Estimated Cost: \$5250-\$7000 Estimated Hours x Rate per Hour = Actual

NOTE: These are estimates only. Final hours and costs cannot be determined until full analysis of the project is completed. Actual hours invoiced over estimated hours will be presented before billing.

****Above estimate valid for 30 Days****

Part 3: Authorization

Name (Please Print): _____

Signature: _____

Date: _____

Caselle Signature: _____

Date: _____

Part 4: Actual Project Cost

Actual Hours: _____

Rate per Hour: \$175.00

Actual Cost: _____ Estimated Hours x Rate per Hour = Actual Cost

Completed on: _____ Invoice Number(s): _____ Initials: _____

Caselle Inc. makes no representations or warranties with respect to the contents or use of this documentation, and specifically disclaims any express or implied warranties of title, merchantability, or fitness for any particular use. The information on these pages is provided for informational purposes only and is subject to change without notice. Any risk arising out of the use of the information on these pages shall remain with the reader. In no event shall Caselle Inc. or its subsidiaries or affiliates be liable for any direct, consequential, incidental, special, punitive or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption or loss of business information), arising out of or in connection with the availability or use of the information contained in these pages, even if Caselle Inc. has been advised of the possibility of such damages.

Ouray Via Ferrata Management Agreement

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

Exhibits

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

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

Recitals

- A. The Ouray Via Ferrata (“OVF”) is a recreational rock climbing and high angle rigging asset, which provides a climbing experience for all user groups which promotes the City’s brand as the outdoor recreation capital of Colorado and offers a diverse outdoor experience to all.
- B. The City owns or has use of property as shown on the attached Exhibit A.
- C. The City and the Board of County Commissioners of Ouray County, Colorado, entered into a Recreational Access Easement Agreement dated September 28, 2009 and recorded at Reception Number 201752 in the records of the Ouray County Clerk and Recorder that provides access and uses permitted on the County’s property, being Rio M.S. 1965, as shown on Exhibit A.
- D. The City is authorized to grant the rights and create the obligations established by this Agreement.

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

Agreement

I. Scope and Activities

- A. The OVF is located on City owned/controlled property south of the City of Ouray which are lands owned by the City or to which the City has acquired various access and use rights as

depicted on Exhibit E (Property).

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

same to the City within no later than 30 days after an incident or accident. The City is relying solely upon FOVF to recommend and implement safety precautions as necessary.

- f. FOVF has adopted mandatory rules and minimum equipment to access the OVF as set forth in Exhibit C and Exhibit D, respectively. FOVF shall be responsible for updating these mandatory rules and minimum equipment list in accordance with industry standards and ensuring that each OVF user is made aware of the mandatory rules and minimum equipment necessary to access the OVF.
- D. FOVF expressly acknowledges that there are other recreational uses permitted within the Property. The Parties agree to coordinate such other uses of the Property with FOVF and the City shall not unilaterally take any action that will materially interfere with FOVF's Activities and events, notwithstanding the City's right to terminate this Agreement under Section X.
- E. The City may enact ordinances establishing rules and regulations for use of the OVF. FOVF may recommend to the City rules and regulations for use of the OVF. FOVF may enact emergency rules and regulations but if FOVF intends the rule or regulation to remain in effect longer than thirty (30) days, it shall recommend adoption of the rule or regulation by the City. If the City chooses not to implement a recommended rule or regulation pursuant to an ordinance, FOVF may adopt that rule or regulation. Under no circumstances shall any rule or regulation imposed by FOVF conflict with a rule or regulation adopted by the City. Ordinances enacted by the City shall not materially interfere with FOVF's Activities and Events and shall be subject to Section VIII-A below, unless the ordinance is necessary for health, safety, and welfare.

II. Events

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

III. Concessions

- A. FOVF may conduct, manage and develop commercial activities and other concessions in the OVF which are related to the Activities managed by FOVF under this Agreement. The proceeds from these activities shall be for the Activities provided by FOVF. Without limitation, these commercial activities may include the sale of merchandise, and other commercial activity associated with the annual Ouray Via Ferrata Festival.

- B. Any commercial activity on the Property shall comply with the permitting requirements of the City Code for the sale of goods and services.
- C. FOVF assumes the responsibility for managing all commercial guiding and institutional activities on the OVF and will create minimum standards and qualifications for entities or individuals seeking to offer commercial or institutional services (Guide Permits) on the OVF.
- D. The Parties acknowledge the need for accurate data regarding the capacity of the OVF with respect to usage by all user groups and contemplate engaging a person to assist with data collection in time for the 2020 season.

IV. Fees

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

VI. Report

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

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

VII. Statutory Protection

- A. The City relies on the protections of the Colorado Recreational Use Statute, COLO. REV. STAT. §33-41-101, *et seq.* (the CRUS), and the Colorado Governmental Immunity Act,

COLO. REV. STAT. §24-10-101 *et seq* (the CGIA). This Agreement shall be construed, to the extent possible, to allow the full protection of such statutory protections to all parties who have granted easements or permits related to the recreational uses of the City property. FOVF shall operate and maintain the OVF in a manner to ensure the protections of these statutes with regard to recreational users. For example, and without limitation, FOVF shall not charge a fee for use of the OVF by recreational users. Nothing in this agreement shall prevent FOVF from accepting donations from users and/or sponsors or raising funds for future via ferrata route development and maintenance so long as such donations are used in a manner consistent with the terms of this agreement.

- B. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by the City, the City agrees to hold harmless, defend and indemnify FOVF from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any member of the public arising out of or relating to Activities conducted or managed by FOVF.
- C. As stated in Section I-B, above, FOVF has a right to grant permission to use the OVF, and thus for purposes of the CRUS, the City represents and acknowledges that FOVF is an owner as that term is defined at COLO. REV. STAT. §33-41-102(3), and this Agreement shall be construed, to the extent possible, to establish FOVF as such an owner.

VIII. Agreements and Statutes that Affect FOVF Activities

- A. Any of the events listed below shall not be construed to broaden or increase FOVF's obligations established pursuant to this Agreement without a modification of this Agreement. In addition, the following events may be cause to terminate this Agreement, if the event results in a new or greater obligation for FOVF or materially impacts FOVF's rights or ability to carry out the obligations established by this Agreement:
 - 1. Any change in any agreement referenced in the Recitals;
 - 2. Any change in any statute referenced in this Agreement;
 - 3. Any new agreement entered by the City or its agents or assigns;
 - 4. Any new statute, law, or other applicable regulation; or
 - 5. An expansion or contraction of OVF.
- B. The parties agree that should one party want to negotiate new or modified terms in the Agreement during the Term, that both parties agree to meet in person within a reasonable time frame to discuss such new or modified terms and the parties agree to negotiate in good faith.

IX. Insurance

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

liability insurance coverage.

X. Term and Termination

- A. The Term of this Agreement shall be five years, commencing on May 1, 2020 and extending through April 30, 2025.
- B. This Agreement may be terminated prior to expiration of the Term by either party for any of the following causes and pursuant to the following procedure:
 - 1. Upon a material breach of a provision of this Agreement, a material misrepresentation, or the insolvency of either party, and the breaches set forth in Section VIII.
 - 2. Prior to termination, the non-terminating party shall have an opportunity to cure the cause for termination within thirty (30) days after written notice is given by the terminating party. If the cure is such that it cannot be completed within thirty (30) days and the non-terminating party has proceeded with due diligence to cure after receipt of the notice, the Agreement shall not terminate until it is determined that the cure cannot be completed. If such cause is cured, this Agreement shall not be terminated. If the non-terminating party does not exercise due diligence in curing the cause, the Agreement shall terminate thirty (30) days after the notice is given. In the event this Agreement is terminated, the City shall be free to continue to operate the OVF or to enter into an agreement or agreements with other parties providing for the operation of the OVF.
- B. Either party may unilaterally suspend the conduct of an Activity as a result of extreme hazards or extreme safety concerns. The suspending party shall provide no less than fifteen (15) days prior written notice to the other party. Such notice must plainly and clearly explain the Activity to be suspended, the nature of the hazard or safety concern, and the corrective measures required to resume the operation of the suspended Activity. Either party may suspend the conduct of an Activity without prior notice if there exists an immediate threat to health or safety associated with the conduct of such Activity. However, the suspending party shall provide notice of the as soon as practicable after a suspension due to an immediate threat to health or safety. Any suspension of an Activity shall not last longer than the minimum period of time reasonably necessary to correct the reason for such suspension.
- C. Upon termination of this Agreement, any fixtures installed by FOVF in the Property shall be the property of City.
- D. Upon termination of this Agreement, if the City chooses not to operate the OVF, FOVF shall remove the cable bridges and first few sections at the entrance and exit of the route to satisfy safety concerns.

XI.

Miscellaneous

- A. FOVF owns and intends to register its ownership of the following trademarks: the “Ouray Via Ferrata” word mark, as well as other design marks (Marks) and web URLs including

ourayviaferrata.org. No license to use those trademarks, URLs or other trademark right, copy right, or other intellectual property right owned or reserved by FOVF is conveyed by this Agreement to the City or any other party or entity. During the term of this Agreement, FOVF may not assign any Marks to a third party without written consent by the City. Upon termination of this Agreement, the City has the right to purchase the Marks owned by FOVF after the effective date of this Agreement. The City shall notify FOVF in writing within ten (10) days after the termination of this Agreement of its intent to exercise its right to purchase. If the City fails to provide such notice, FOVF may retain or assign the Marks to a third party. If the City does provide such notice, FOVF may not assign the Marks to a third party unless the City waives its right to purchase the Marks as provided for in this paragraph. The parties agree that the purchase price of the assignment is equal to the documented and reasonable costs incurred by FOVF to maintain such Marks and prosecute infringement upon those Marks and goodwill valued at \$100.00 per Mark so assigned. Any cost associated with the assignment itself shall be borne by the City. The City shall pay FOVF the purchase price within thirty (30) days of the parties agreeing on the purchase price. If the City fails to pay the purchase price within thirty (30) days, it waives its right to purchase the Marks pursuant to the terms of this paragraph, unless an agreement to extend is executed by mutual agreement. Upon the City's payment, FOVF will assign the purchased Marks and coordinate with the City to file all required documentation with the United States Patent and Trademark Office, Colorado Secretary of State and any other applicable agency.

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

To FOVF:

Friends of Ouray Via Ferrata, LLC
info@ourayviaferrata.org
PO Box 1214
Ouray, CO 81427

To the City:

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

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

IN WITNESS WHEREOF, the City and FOVF have caused this Agreement to be signed.
The effective date of this Agreement is April 20, 2020, regardless of when signed.

For: City of Ouray

For: FOVF

Mayor Greg Nelson

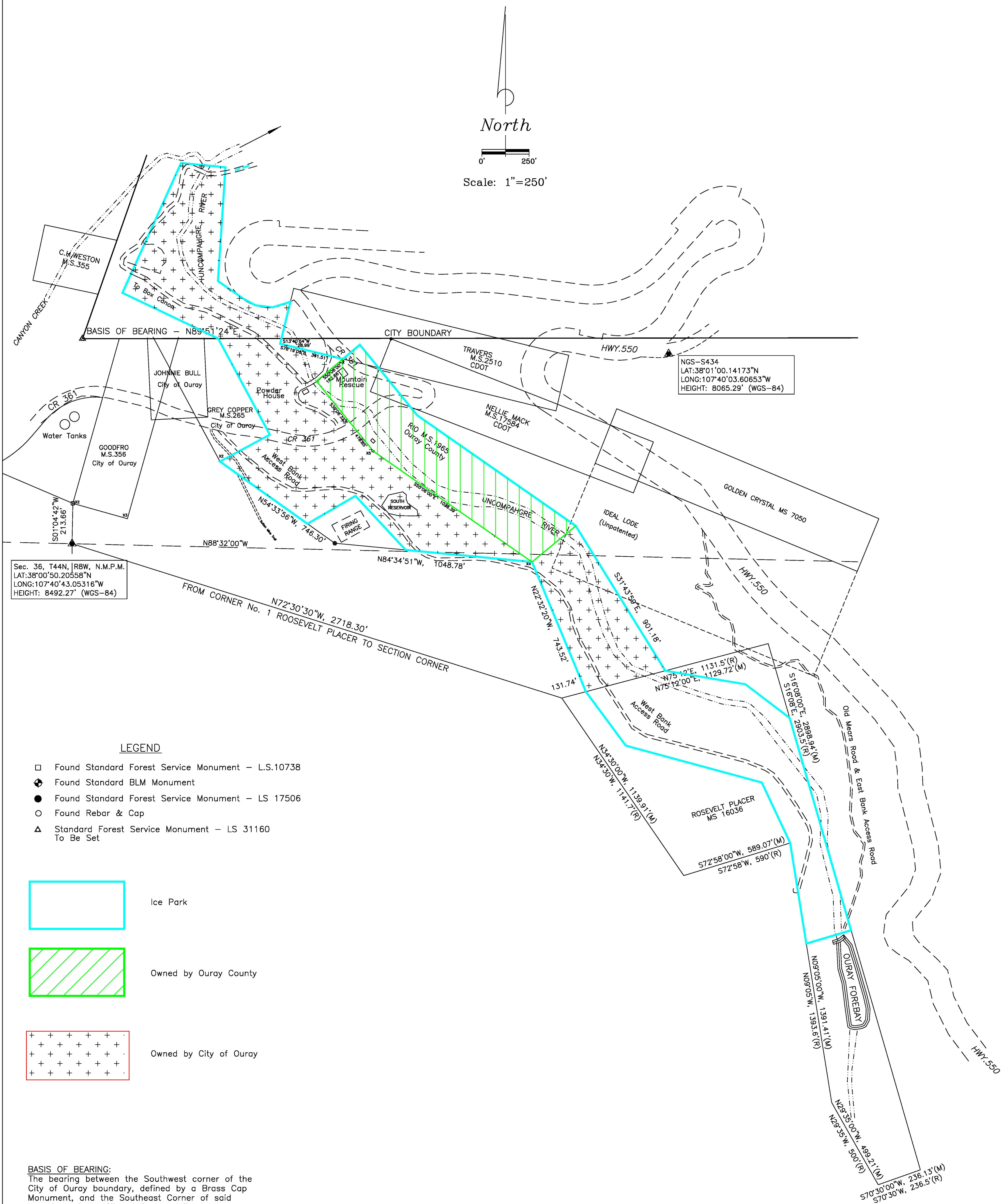
Attest

Melissa M. Drake, City Clerk

Mark Iuppenlatz
Board of Directors for
Friends of the Ouray Via
Ferrata. LLC

Ouray Ice Park Map

Ouray, Colorado



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

OURAY UNCOMPAHGRE GORGE VIA FERRATA

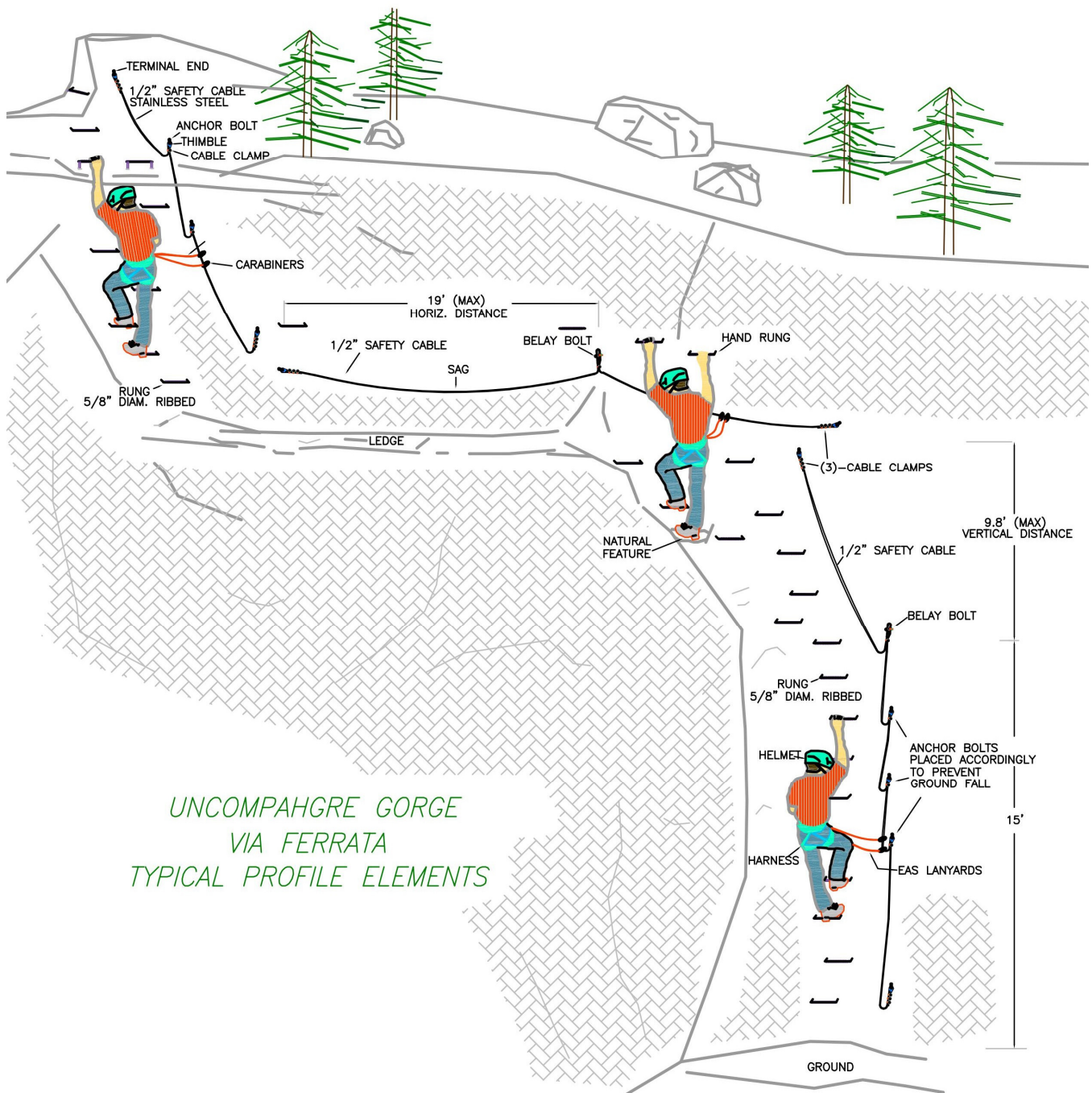
STANDARDS & SPECIFICATIONS

SEPTEMBER 4, 2019

**Wayfarer Ferrata Design LLC
605 River Park Dr.
Ridgway, CO 81432
(970) 318-1469**

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Drawing 1: Typical Via Ferrata Profile and Element Configuration – “French” System

Standards, Guidelines, References:

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

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

The design and construction shall comply with: “Agreement Regarding Development of the Ouray Via Ferrata between City of Ouray and Friends of the Ouray Via Ferrata” dated: 7-17-2018

Safety System Design Force Standards

CEN has set safety standards for Via Ferrata design based upon the forces generated by human beings in the act of climbing, bearing on structural elements, and falling maximum set distances. These standards ultimately require that the maximum force allowable on the safety system is no more than 2070 lbs (9.2 kN). The standard traffic (working) load is set at 360 lbs (1.6 kN).

It is imperative and without condition that any and all OUG-VF users must be wearing a UIAA labeled fall protection system, consisting of a UIAA-105 harness with a UIAA-128 approved EAS (Energy Absorbing System) complete with UIAA-121 “K” carabiner set attached.

EN16869 section 4.1.2.4.3 states that the Via Ferrata Safety System on vertical and horizontal sections shall be designed to account for the following user loads:

- Exceptional Load = 2070 lbs (9.2 kN) (1 person falling + 1 person hanging)
- Traffic Load = 360 lbs (1.6 kN) (2 persons hanging)

EN16869 section 4.1.2.5 **Calculation** states that:

- There shall be no permanent deformation of the safety system under a load of 1.5 x traffic load = 540 lbs (2.4 kN).
- There shall be no breakage of the safety system under a load of 1.5 x exceptional load = 3105 lbs (13.8 kN).

All calculations shall be displayed as Appendix B attached to this document.



Photo 1: Bolt Pullout Testing - Hydraulic Pump and Hollow Ram Apparatus

Ouray Uncompahgre Gorge Anchor Bolt Pull Testing*

On August 7th and 14th, 2019; rock anchor bolt testing was performed on the east side of the Ouray Ice Park in the native Precambrian quartzite. A total of six (6) - half inch diameter Hilti threaded rods were glued at varying depths and pulled on with a hydraulic ram. The Hilti rods installed to a depth of 3" fully developed the strength of the rods with a calculated shear resistance at the rock / glue interface approaching 3600 lbs per linear inch.

The pull testing results proved conclusive that the CEN 16869 Standard pertaining to anchor bolts will be exceeded with the following directives:

- OUG-VF will be constructed with AISI 316L stainless steel anchor bolts no less than ½" (12mm) in diameter and no less than 4" in length.
- Hilti HIT-HY 200 adhesive shall be used following the installation instructions per Hilti.
- Anchor components provided by Raumer, Petzl or others will be installed to minimum depths prescribed by the manufacturer, but no less than 4".

Ouray Uncompahgre Gorge System Components Pull Testing*

On August 28th, 2019; system component pull testing was performed on the east side of the Ouray Ice Park in the native Precambrian quartzite per CEN 16869 in accordance with the 5.2.2 procedure. Horizontal example sections of both French and Italian style cable safety systems were installed and pulled with a chain hoist. Loads were measured with a 5000 pound dynamometer. The systems were loaded at all possible loading scenarios to both a traffic load test of 540 pounds and an exceptional load test of 3100 pounds.



Photo 2: System Components Testing – Test Plot



Photo 3: System Components Testing – Italian Horizontal Test under Exceptional Load

The pull testing results proved conclusive that the CEN 16869 Standard will be exceeded with the following directives:

- OUG-VF will be constructed with solely ½” diameter galvanized wire rope.
- All vertical sections (safety line configuration steeper than 25 degrees) shall solely use French system.
- Horizontal sections may utilize French or Italian style systems per project engineer field determination.

*Bolt Anchor Pull Test Report and System Components Test report attached to this document as Appendix C

Via Ferrata Component Design “French System”

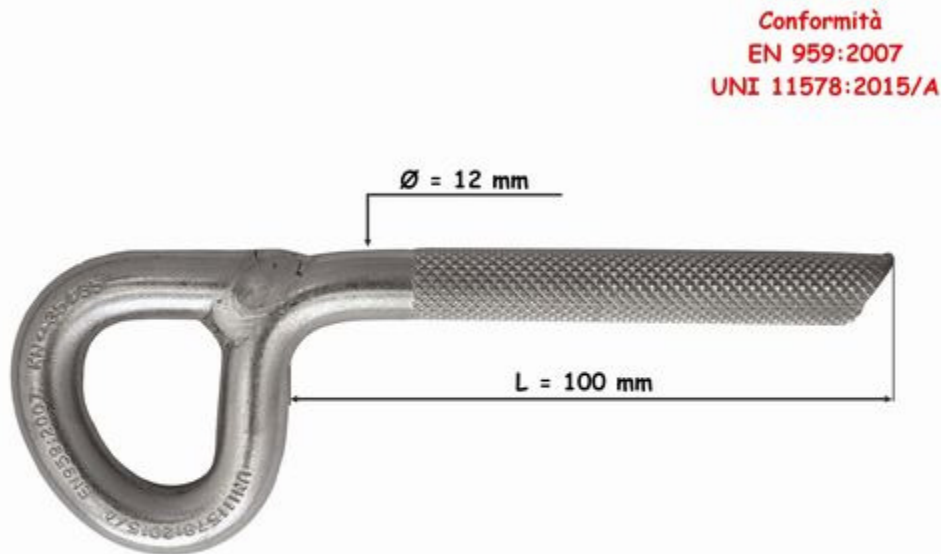


Photo 2: Raumer Masterfix Anchor Bolt: ½” diameter x 4 inches length

Anchor Bolts:

All anchor bolts shall be UIAA certified, glue-in, stainless steel, ½” (12mm) minimum diameter, 4” (100mm) minimum length, and shall meet or exceed the following standards:

CEN / UIAA Anchor Bolt Strength Requirements:

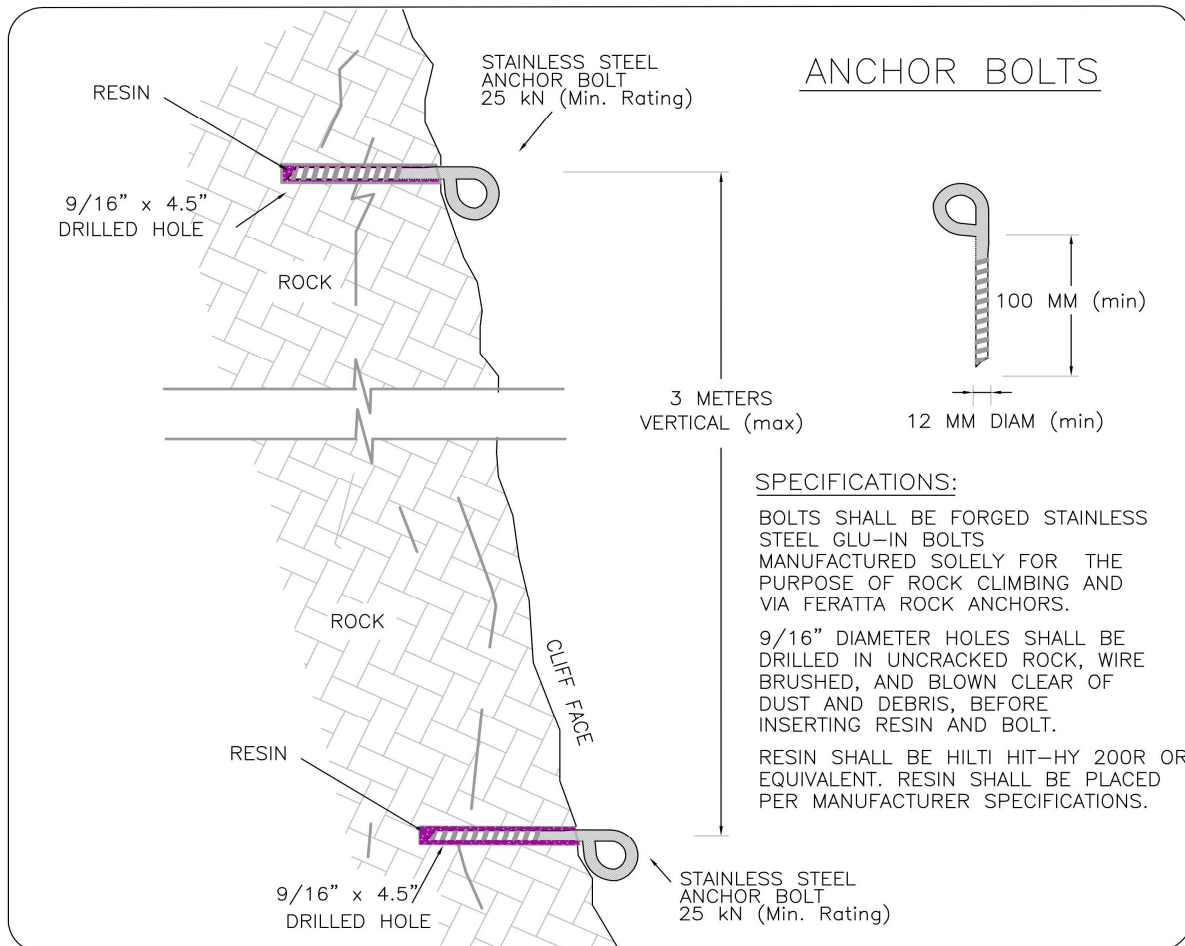
EN16869		axial: 3375 lbs (15 kN)
UIAA-123	radial: 5625 lbs (25 kN)	axial: 4500 lbs (20 kN)
EN-959	radial: 5625 lbs (25 kN)	axial: 3375 lbs (15 kN)

Raumer “Masterfix” AISI 316L Stainless Steel ½” (12 mm) diam. 4” (100 mm) length or equivalent shall be installed at the OUG-VF for French-style safety cable terminal, vertical and horizontal anchors. The Raumer “Masterfix” anchor eye-bolts have a radial and axial strength rating of 6,750 lbs (30 kN) and surpass EN16869, UIAA-123, and EN-959 standards. EN 16869 testing certification and installation specifications are attached to this document as Exhibits D,E.

Anchor Bolt Installation:

- 9/16” (14 mm) diameter holes shall be drilled into uncracked rock using a Hammer Drill and Carbide Masonry Bit to a total depth of 4 ½” (½” longer than bolt).
- The holes shall be wire brushed and cleaned with compressed air until free of dust and debris.

- Hilti HIT-HY 200-R two part adhesive shall be injected per manufacturer's specifications. The adhesive shall fill the annulus void completely and entirely encase the full length of the inserted bolt.
- The bolt will be left untouched per manufacturer temperature / cure time requirements.



Drawing 2: / Anchor Bolts-Dimensions and Placement

Anchor Bolt Placement:

EN16869- 4.1.2.2

- The vertical distance between two anchors shall not exceed 9.8' (3 m)*.
- The linear distance between two anchor points shall not exceed 19' (6 m)*.
- The placement of progressive anchor bolts in the proximity of ground or ledge shall be such as to prevent a ledge or ground fall.

***Note:** The maximum vertical distance between anchor points at the OUG-VF shall be 9.8' (3 m).
The maximum linear distance between anchor points at the OUG-VF shall be 19' (6 m).

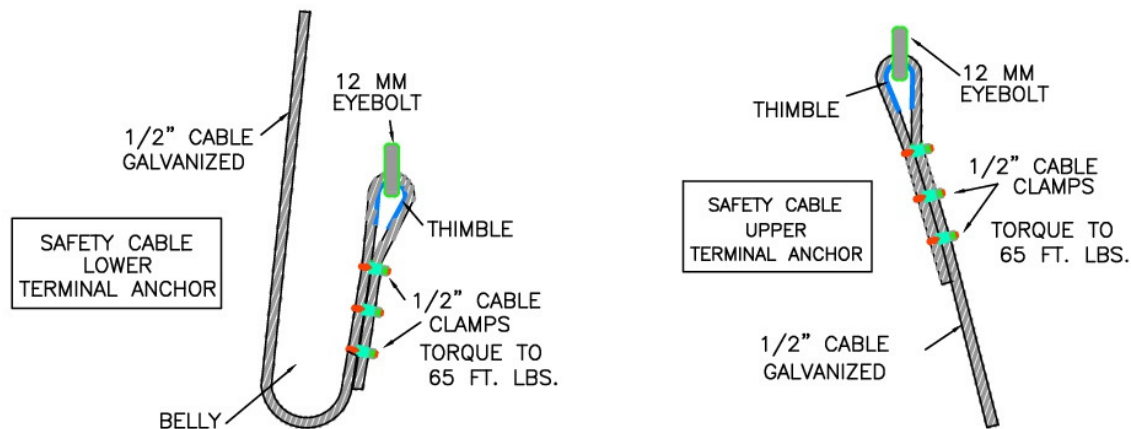
Safety Line Cable

- The safety line cable shall be 1/2" diameter galvanized 6 x 26 IWRC cable or equivalent.
- The cable shall be factory inspected and certified. Mill certification shall be submitted.
- The cable shall have a rated minimum breaking strength of 26,000 lbs (115 kN).
- No mid anchor splicing of cable shall be allowed. Cable shall only terminate at anchor bolt placements via an eye thimble and (3) "fist grip" cable clamps.
- Installed cable clamp efficiency rating of the 1/2" cable is 80%. 115kN (.8) = 92kN

Operating Load Limit: Two (2) persons per section of safety line (between anchor bolts)

Vertical Sections (Terrain steeper than 25°) French System*

The safety cable shall be attached to all terminal end anchor bolts by means of an eye loop created with a steel thimble and (3) three rated "fist grip" 1/2" cable clamps. Rated drop forged cable clamps shall be placed per manufacturers' instructions and torqued to 65ft.lbs. (88 Nm) Protective steel thimbles will be set tightly in the eye with the first cable clamp installed correctly and close to prohibit the thimble from loosening.



Drawing 3: Safety Cable Anchor Terminal Connections (French System)

* All terrain steeper than 25° at the Ouray Uncompahgre Gorge Via Ferrata shall be protected by the "French" System safety line configuration.

Table 1				
Clip Size (in.)	Rope Size (in.)	Minimum No. of Clips	Amount of Rope to Turn Back in Inches	* Torque in Ft.Lbs.
1/8	1/8	2	3-1/4	4.5
3/16	3/16	2	3-3/4	7.5
1/4	1/4	2	4-3/4	15
5/16	5/16	2	5-1/4	30
3/8	3/8	2	6-1/2	45
7/16	7/16	2	7	65
1/2	1/2	3	11-1/2	65
9/16	9/16	3	12	95
5/8	5/8	3	12	95
3/4	3/4	4	18	130
7/8	7/8	4	19	225
1	1	5	26	225
1-1/8	1-1/8	6	34	225
1-1/4	1-1/4	7	44	360
1-3/8	1-3/8	7	44	360
1-1/2	1-1/2	8	54	360
1-5/8	1-5/8	8	58	430
1-3/4	1-3/4	8	61	590
2	2	8	71	750
2-1/4	2-1/4	8	73	750
2-1/2	2-1/2	9	84	750
2-3/4	2-3/4	10	100	750
3	3	10	106	1200
3-1/2	3-1/2	12	149	1200

If a pulley (sheave) is used for turning back the wire rope, add one additional clip. See Figure 4.

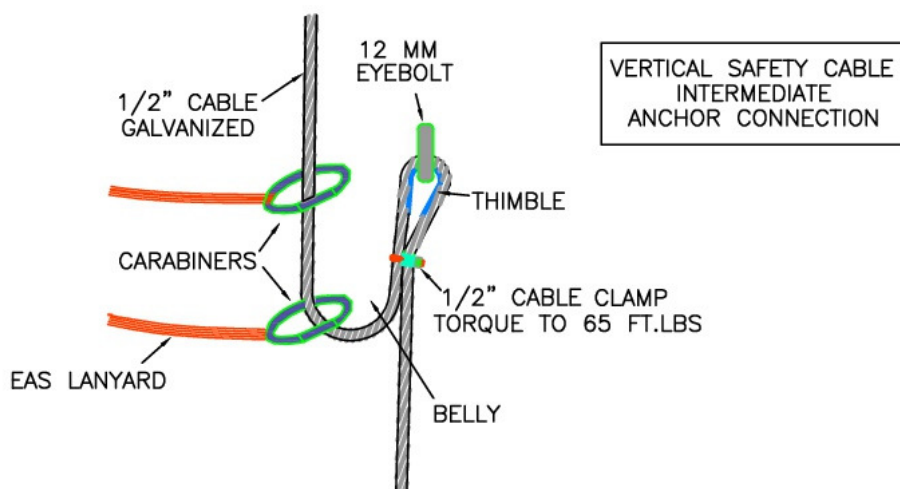
If a greater number of clips are used than shown in the table, the amount of turnback should be increased proportionately.

*The tightening torque values shown are based upon the threads being clean, dry, and free of lubrication.

rev. 2

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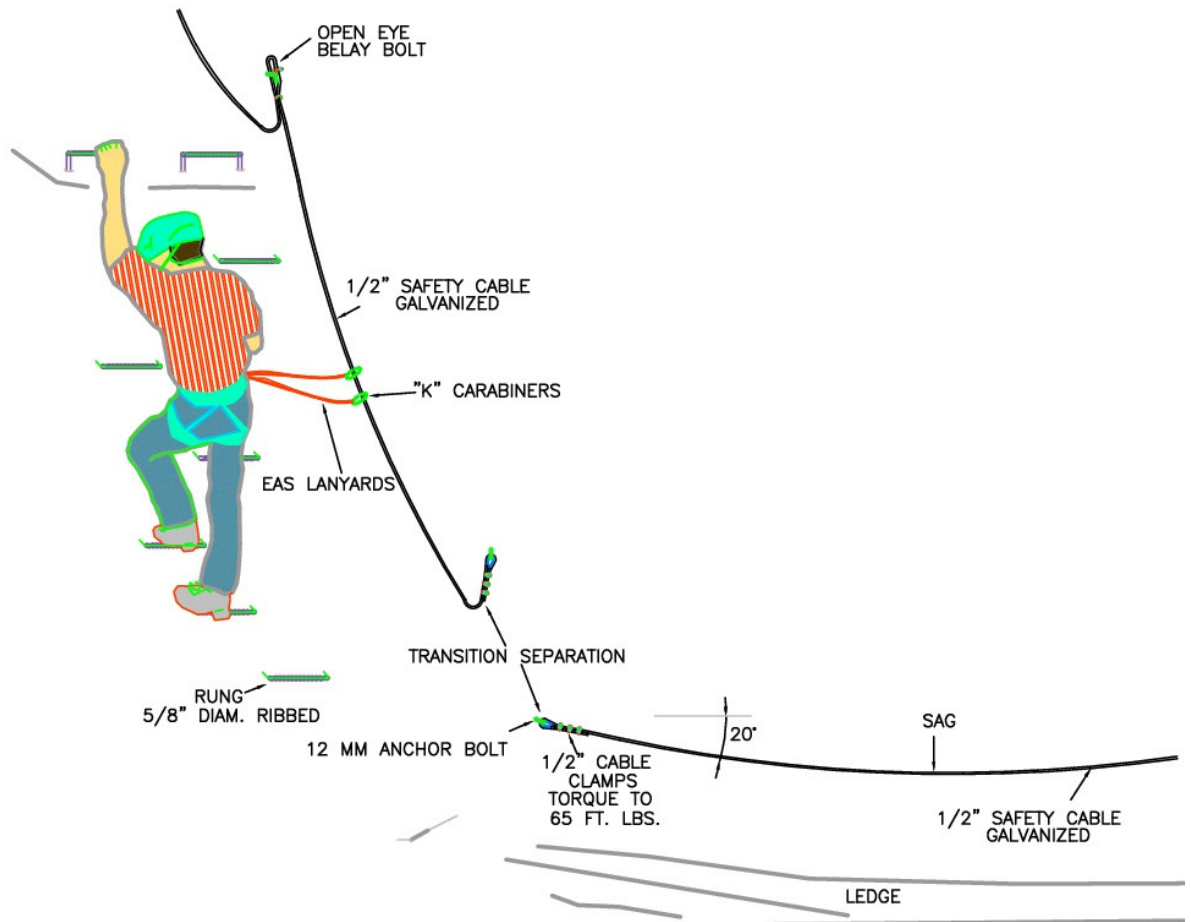
Table 1: Crosby Cable Clamp Torque Requirements



Drawing 4: Vertical Safety Cable Intermediate Anchor Connection (French System)

At vertical intermediate anchor bolt locations spaced at a maximum of 9.8' (3 meters), the safety cable shall be threaded through the eyebolt and clamped with (one) 1 rated "fist grip" cable clamp. Using slack, a "belly" is created adjacent to and below the anchor. This safety cable configuration (known in Europe as "The French System") is created to cradle and protect the EAS lanyard carabiners in the event of a fall. It additionally has the advantage of loading two anchor points as opposed to one, distributing and lessening the generated impact force.

One (1) -1/2 inch Crosby rated "Fistgrip" cable clamp shall be placed per manufacturers' instructions and torqued to 65ft.lbs. (88 Nm) Protective steel thimbles will be set tightly in the eye with the "Fistgrip" installed correctly and close, in order to prohibit the thimble from loosening.



Drawing 5: Safety Cable Transition-Horizontal to Vertical

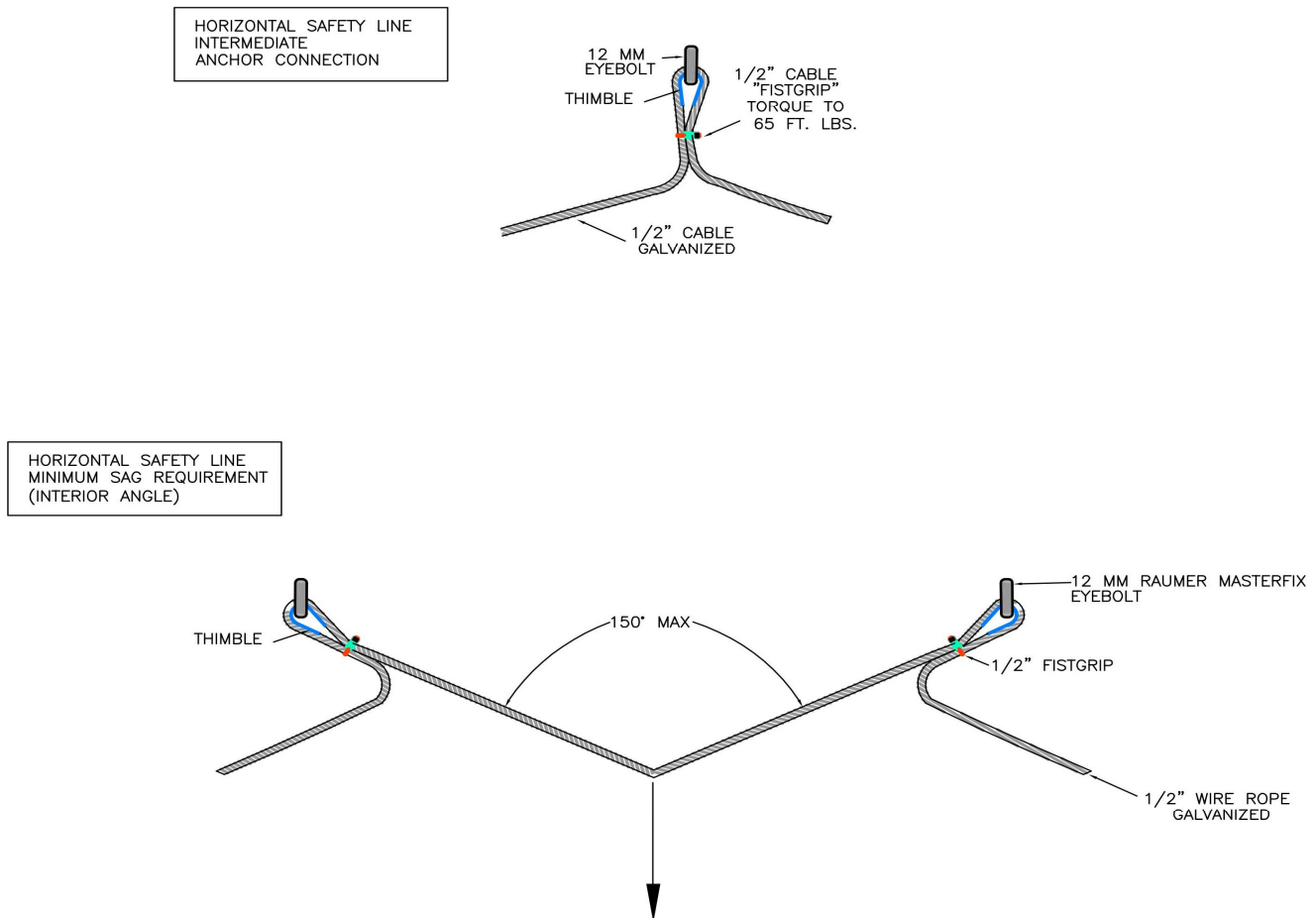
Transition separation to be a maximum distance of 1 meter (39").

Horizontal Sections (Terrain less than 25°) (French System)

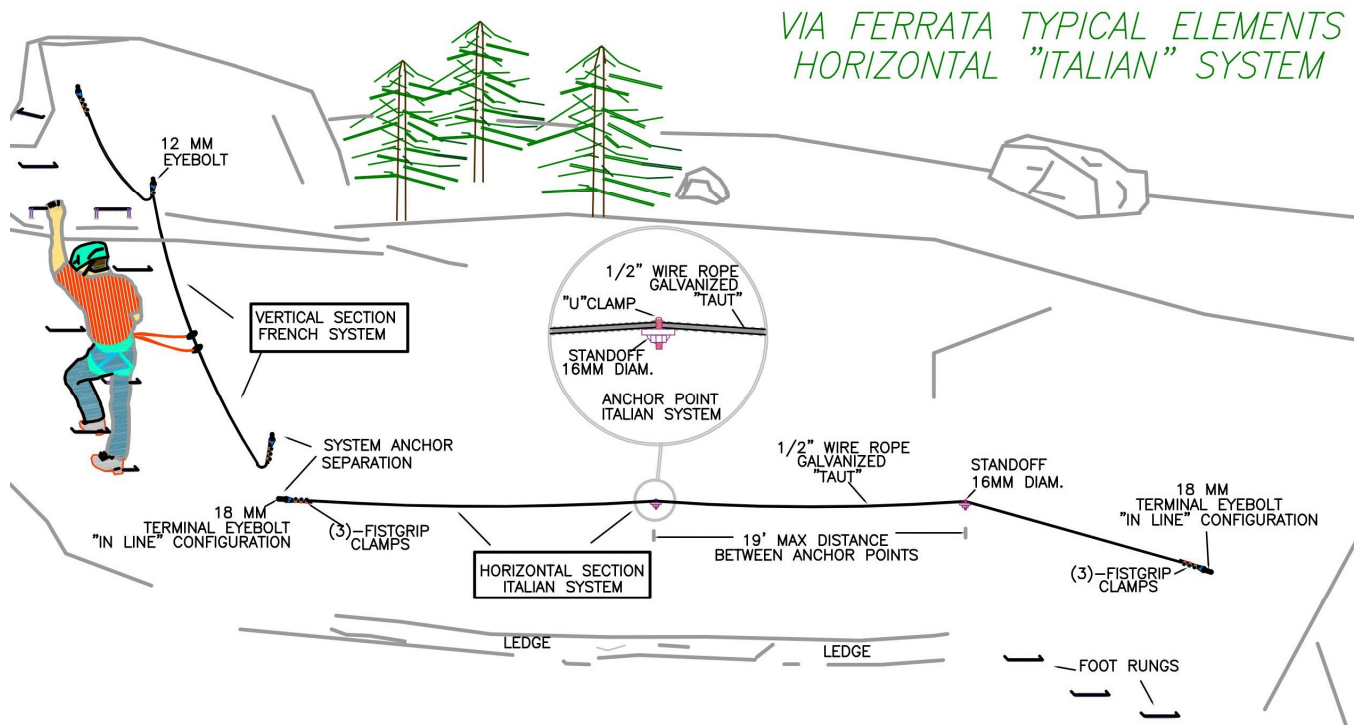
The safety cable shall be attached to all terminal end anchor bolts by means of an eye loop created with a steel thimble and (3) three rated 1/2" cable clamps. "Crosby Fist grip" cable clamps (or approved equivalent) shall be placed per manufacturers' recommendation and torqued to 65 ft. lbs. Protective steel thimbles will be set tightly in the eye with the first cable clamp installed correctly and close in order to prohibit the thimble from loosening.

At horizontal intermediate anchor bolt locations, spaced at a maximum of 19' (6 meters), the safety cable shall be threaded through the eyebolt and clamped with (one) 1 rated "fistgrip" cable clamp. The horizontal cable shall be "snugged" so as to remove any substantial slack, but not more than what would create an angle greater than 150° when loaded vertically with a traffic load of 180 pounds.

One (1) – 1/2" Crosby rated "Fistgrip" cable clamp shall be placed per manufacturers' instructions and torqued to 65ft.lbs. (88 Nm) Protective steel thimbles will be set tightly in the eye with the "Fistgrip" installed correctly and close to prohibit the thimble from loosening.



Drawing 6: Horizontal Safety Cable Configuration (French System)



Drawing 7: Horizontal Safety Cable (Italian System)

Horizontal Sections: Italian System (Safety Line Configuration less than 25°)

Occasionally on horizontal terrain an “Italian” system of safety line configuration may be installed. The Italian system provides a taut safety cable which also can provide a means of hand progression. The intermediate anchors consist of 16 and 18mm diam. cable clamp “standoffs” which must keep the taut cable from touching the rock. The safety line is typically positioned near or above the participant’s waist level. In the unlikely event of a fall, the distanced traveled is constrained, resulting in minimal impact forces to the safety line, standoffs and terminal anchor points.

Operating Load Limit: Two (2) persons per section of safety line (between anchor points)



Photo 3: Horizontal Italian System Example

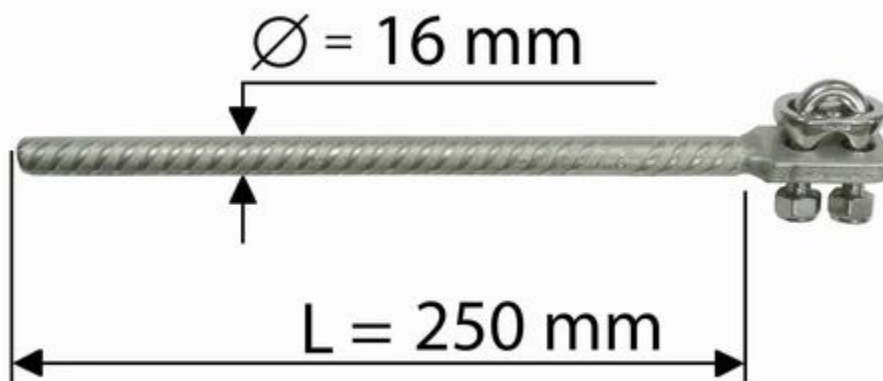


Photo 4: Standoff Clamp for Horizontal Italian System (Raumer Item 459 or approved equivalent)

All intermediate anchor points (standoffs) shall be a minimum of 16mm (5/8") diameter stainless steel of appropriate length to keep the safety line from touching the rock. Standoffs shall be installed per manufacturer specifications. Standoffs shall have a minimum embedment of 4.5". EN 16869 testing certification and installation specifications are attached to this document as Exhibits D, E.

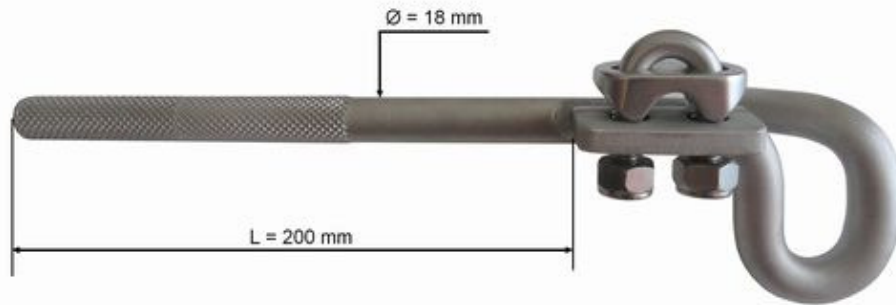


Photo 5: Belay Style Standoff Clamp for Horizontal Italian System (Raumer Item 711)

All intermediate anchor points with additional belay purposed open eye shall be 18mm diameter stainless steel. Length shall be of appropriate length to keep ½” diam. taut safety line from touching rock. Belay style standoffs shall be installed per manufacturer specifications. EN 16869 testing certification and installation specifications are attached to this document as Exhibits D, E.



Photo 6: Terminal Eyebolt Anchor for Italian Horizontal System (Raumer Item 343)

All Terminal Anchor Bolts (departure and arrival) shall be a minimum of 18mm diameter stainless steel with a minimum length of 200 mm, installed per manufacturer specifications. (Raumer Item 343 or equiv.) The safety cable shall be attached to all terminal end anchor bolts by means of an eye loop created with a steel thimble and (3) three rated “fist grip” ½ inch cable clamps. Rated drop forged cable clamps shall be placed per manufacturers’ instructions and torqued to 65ft.lbs. (88 Nm) Protective steel thimbles will be set tightly in the eye with the first cable clamp installed correctly and close to prohibit the thimble from loosening. EN 16869 testing certification and installation specifications are attached to this document as Exhibits D,E.

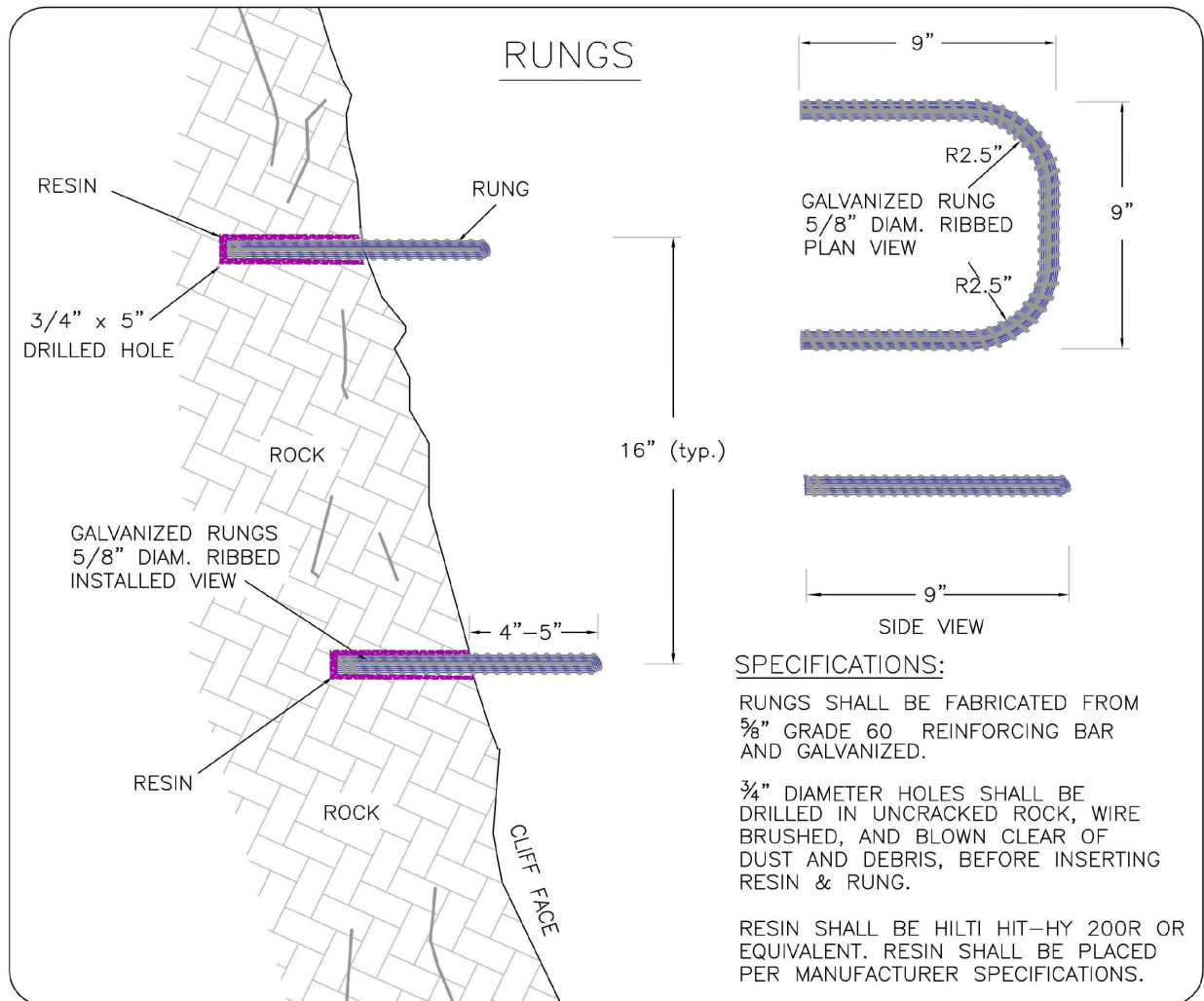
Progression Rungs:

All rungs shall be constructed of 5/8" diameter, **ASTM-615 Grade 60** steel ribbed reinforcing bar. Mill Specifications of the fabrication stock shall be submitted.

The rebar shall be formed to the configuration and dimensions of Drawing 7.

The pre-bent rungs shall be hot dipped galvanized per ASTM A123 with a minimum final galvanized coating of a minimum 3.9 mills. The rungs shall be factory dulled of their initial "shiny" appearance.

All burrs shall be filed smooth and exposed sharp edges removed.



Drawing 8: Progression Rungs

Rung Standards:

EN16869 Standards section 4.2 **Progression Aids** require that the rungs shall be designed to withstand a working load of 405 lbs (1.8 kN)* with no permanent deformation. *(1 person 120 kg. x 1.5 dynamic factor)

The 5/8" Grade 60 rungs with a 5 inch maximum projection are calculated to be able to withstand a working load of 575 lbs (2.5 kN) before yielding.

The radial strength of a single 5/8" rung leg (4" depth) is conservatively estimated to exceed 18,000 lbs (80kN) in the Ouray Ice Park Quartzite. The pullout (axial) strength of 4" of Hilti glued 5/8" diameter rebar is conservatively estimated to exceed 10,000 lbs (44kN).

A test rung was installed and tested on August 28, 2019. The rung was pull tested to 405 pounds with no permanent deformation. The rung was pull tested to 5620 pounds with expected deformation but no failure.

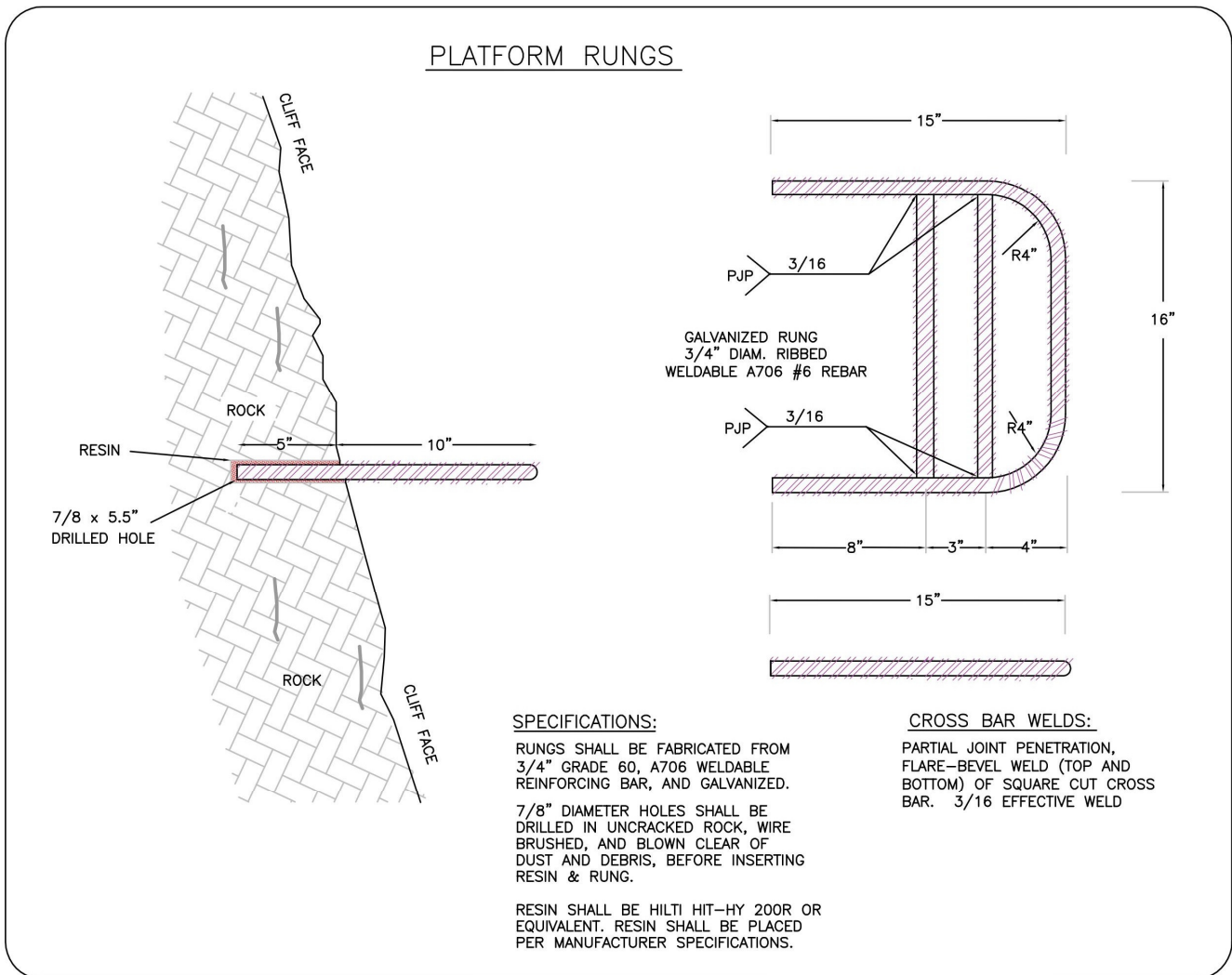
Any and all rungs on the OUG-VF can be used as an anchor point for belaying. EN16869 4.2.2.1 requires minimum breaking strengths of 5625 lbs. (25kN radial) and 3375 lbs. (15kN axial) to be used as a belay anchor.

Operating Load Limit: One (1) Person per rung

Rung Installation:

- ¾" diameters holes shall be drilled into uncracked rock using a Hammer Drill, Carbide Masonry Bit, and Line-Up Template to a total depth of 5".
- The holes shall be wire brushed and cleaned with compressed air until dust and debris free.
- Hilti HIT-HY 200-R two part adhesive (or approved equivalent) shall be injected per manufacturer's instructions and material data specifications sheet. The adhesive shall fill the annulus void completely and entirely encase the full length of the inserted rung leg. -The rung will remain untouched per manufacturer temperature / cure time requirements.
- The rebar rung "grip" shall protrude no greater than an average distance of 5", or no less than an average distance of 4" from the adjacent rock face.

Platform Rungs:



Drawing 9: Platform Rungs

Platform rungs may be installed where standing with both feet on one rung is desired such as a belay stance or aerial walkway entrance.

All platform rungs shall be constructed of 3/4" (#6) ASTM-A706 Grade 60 weldable steel ribbed reinforcing bar. Mill specifications shall be submitted as part of Appendix D.

The rebar shall be configured and manufactured to the dimensions of Drawing 9 above.

The rungs shall be hot dipped galvanized per ASTM A123 with a minimum final galvanized coating of 3.9 mils. The rungs shall be factory dulled of their shiny appearance and all burrs filed smooth and sharp edges removed.

Platform Rung Installation:

- 7/8" diameter holes shall be drilled into uncracked rock using a Hammer Drill, Carbide Masonry Bit, and Line-Up Template to a total depth of 5".
- The holes shall be wire brushed and cleaned with compressed air until dust and debris free.
- Hilti HIT-HY 200-R two part adhesive (or approved equivalent) shall be injected per manufacturer's instructions and material data specifications sheet. The adhesive shall fill the annulus void completely and entirely encase the full length of the inserted rung leg. -The rung will remain untouched per manufacturer temperature / cure time requirements.
- The rebar rung "grip" shall protrude no greater than an average distance of 10".

Any and all platform rungs on the OUG-VF can be used as an anchor point for belaying. EN16869 4.2.2.1 requires minimum breaking strengths of 5625 lbs. (25kN radial) and 3375 lbs. (15kN axial) to be used as a belay anchor.

Lollipops:

On sections of the Via Ferrata where the maximum security of a full size rung is not necessary, Raumer or equivalent "Lollipops" may be placed. A photo and installation instructions are pictured below. The CEN 16869 certification for Raumer Art. 373 and installation specifications are in Exhibits D, E.

Lollipops are not rated for and shall not be used as an anchor point for belaying.



Photo 7: Raumer "Lollipop" Hand / Foot Hold

Additional Progression Elements:

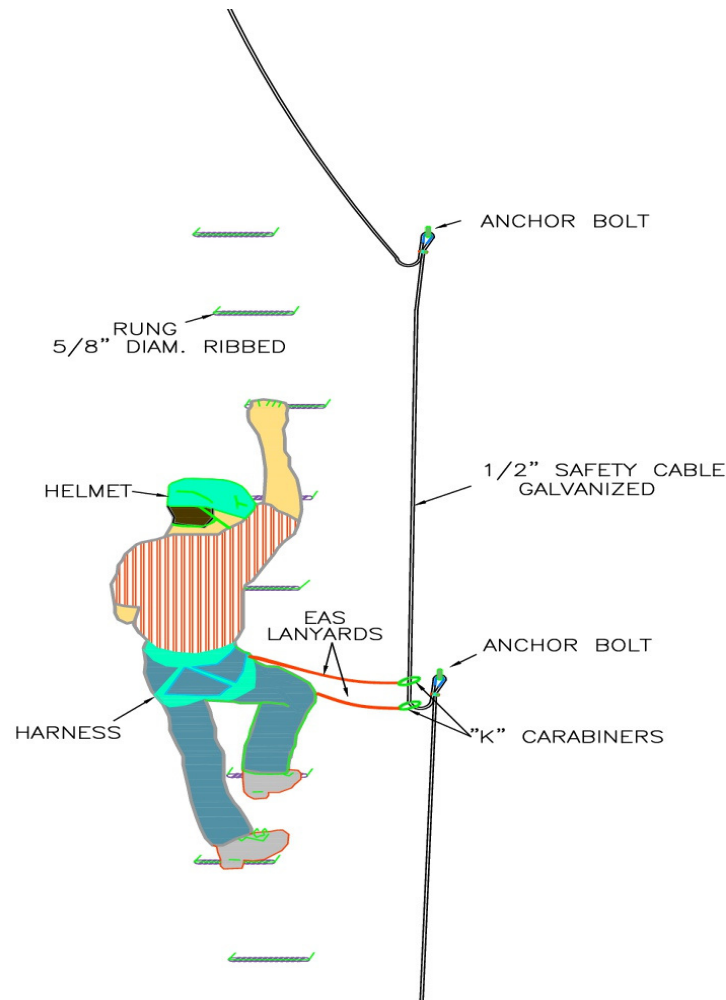
Any additional progression elements shall be installed **only** upon approval of Project Engineer and shall be included as part of the “As-Built” documentation.

Aerial Walkways:

(3) Three Wire rope walkways will be installed as part of the Ouray Uncompahgre Gorge Via Ferrata. Design is pending and will be ultimately included in this report as Appendix G.

Personal Equipment:

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



Drawing 8: Via Ferrata User Personal Equipment

Harnesses:

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

EAS (Energy Absorbing System):

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

Connectors (Carabiners):

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

Helmets

All Helmets shall conform to UIAA-106 standard.

Engineering Construction Installation Inspections

1. The project engineer shall be notified for minimum bi-weekly on-site inspections with the installation contractor to (1) assist with any structural issues that may arise, (2) verify completion of construction, including approval of drilling and gluing process, (3) approval of individual drilling personnel, and (4) approve final alignment of all permanent installations, and (5) determine minimum areas of required scaling of loose rock.
2. The project engineer shall be notified for coordination of a 100% visual inspection and live traffic load testing of all safety system components.
3. Prior to final commissioning and opening of the Ouray Via Ferrata, the project engineer shall be notified for a final inspection to verify the completion of the following items: adoption and approval by the City of Ouray Legal Council: of an operations plan by FOVF, signage, (including at the entrance and exit of the route) to comply with CEN 16869, and installation of all safety system components and progression aids, including walkways.
4. Final inspection shall comply with :“Agreement regarding development of the Ouray Via Ferrata between City of Ouray and FOVF” dated: 7-17-2018

Appendix A: CEN 16869:2017

Appendix B: Calculations

Appendix C: Anchor Bolt Pull Testing Report and System Components Pull Testing Report

Appendix D: Components Certifications

Appendix E: Component Manufacturer Installation Specifications

Appendix F: Testing, Maintenance, and Inspection Document

Appendix G: Aerial Walkways

Ouray Via Ferrata Mandatory Rules

~THIS ACTIVITY CAN KILL YOU!

~YOU **MUST:**

- WEAR A HELMET
- WEAR A HARNESS
- USE A CERTIFIED EAS VIA FERRATA LANYARD SYSTEM
- STAY CLIPPED IN!!

~ONLY ONE PERSON ON A CABLE BRIDGE AT A TIME

~ONLY TWO PERSONS ON A SECTION OF CABLE (BETWEEN ANCHORS) AT A TIME

~ONE WAY ONLY! NO REVERSE DIRECTION ALLOWED

~INEXPERIENCED USERS SHOULD HIRE A PROFESSIONAL GUIDE

The Fine Print:

This Via Ferrata Course features many different elements designed for both progression and protection. Horizontal tensioned cables (Italian Style), diagonal and vertical J-loop cables (French Style), 3-wire and 2-wire aerial cable bridges, steel climbing rungs, foot pedals, and natural rock climbing holds.

REQUIRED EQUIPMENT:

Use of non-certified or improvised equipment may result in death or serious injury.

CHECK YOUR EQUIPMENT FOR LEGIBLE LABELS AND CONDITION.

EN958 Certified Via Ferrata Energy Absorbing System

EN12492 Certified Helmet - Mountaineering

EN12277 Certified Harnesses – Mountaineering

Climbers weighing less than 80lbs or more than 265lbs must utilize a supplemental

belay system on sections with significant vertical climbing. All climbing rungs and cable bolts are approved belay points, do not belay anchored to the cable.

No more than two users on a single span of safety cable between anchors – maintain proper spacing!

The route is one-way from South to North. Designated passing areas are available on the route – slower parties are requested to allow faster parties to “play through” where safe and appropriate. Clipping around climbers is easily done at flat sections. **DO NOT DISCONNECT FROM THE CABLE TO PASS.**

Leave no trace- take only pictures, leave only memories.

The route requires significant arm and leg strength and should only be attempted by fit and healthy persons. Anyone under 16 years of age requires adult accompaniment. There is one emergency bail point before the Bi-Polar Spire – it is a vertical climb up and out to a trail above the canyon.

There are many elevated high exposure areas – persons with a fear of heights should carefully consider if this is an appropriate activity.

Any individual or child attempting the route must have a minimum reach of xx” from the ground.

Always travel with BOTH lanyard carabiners attached to the cable. Transfer one lanyard carabiner at a time when passing bolts. Climbing rungs may be used as intermediate lanyard connections for longer reaches between cable sections if needed. A minimum of one leash must be attached to the safety cable at all times on the Via Ferrata from beginning to end. NEVER unclip both leash leads at the same time! Climbing slings, tethers and other improvised “leash” connections are not acceptable and are dangerous.

The route is approximately 1 KM long and takes between 2 and 3.5 hours to complete. It requires several crossings of the canyon on bare wire cable bridges and has extensive climbing and descending on rungs on sheer cliffs.

User assumes all risk from use.

In case of emergency call 911

The route is managed by Friends of the Ouray Via Ferrata – Please report any issues to ourayviaferrata.org

Minimum Equipment Requirements:

EN958 Certified Via Ferrata Energy Absorbing System!

EN12492 Certified Helmet - Mountaineering

EN12277 Certified Harnesses – Mountaineering

Gloves

Hiking boots, approach shoes or similar appropriate footwear

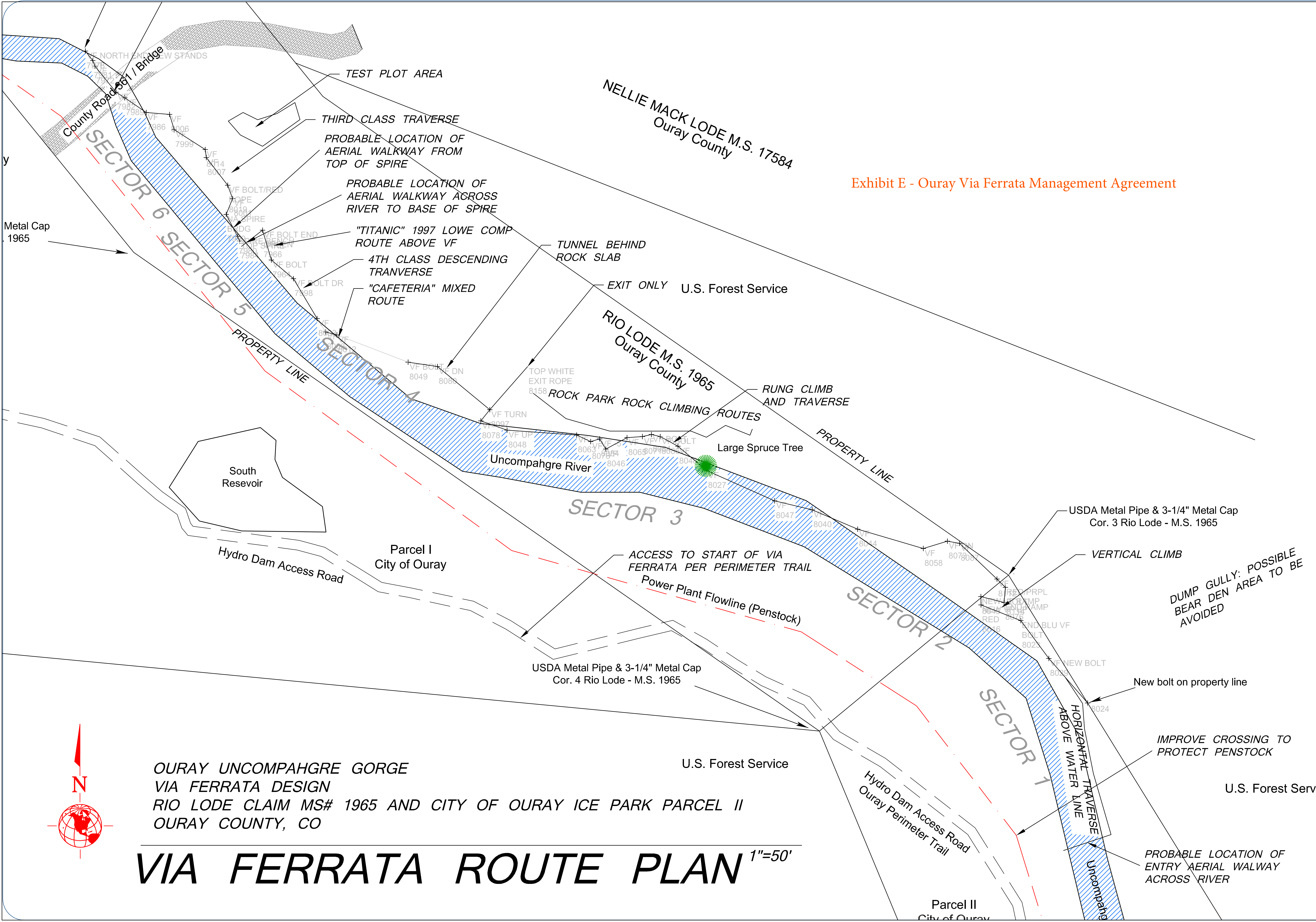


Exhibit E - Ouray Via Ferrata Management Agreement

REVISIONS	
DATE	BY

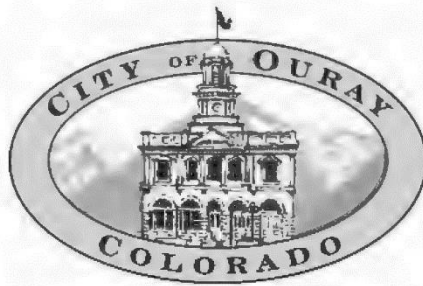
WAYFARER FERRATA DESIGN LLC
MATTHEW D. HEPP, P.E.
605 RIVER PARK DR
RIDGWAY, CO 81432
970-318-1469

OURAY UNCOMPAHGRE GORGE
VIA FERRATA PROJECT
RIO CLAIM AND ICE PARK PARCEL II
OURAY COUNTY, COLORADO

SEPT. 13, 2019

S1

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

DATE: April 15, 2020
TO: Interested Firms or Applicants
FROM: City of Ouray, Colorado
RE: Request for Bid (RFP) – Digital Messaging Professional

The City of Ouray (City) is requesting proposals from qualified firms/applicants to provide digital messaging services as outlined in this RFP. Proposals shall be submitted in a single PDF file under 15 pages and 20MB in size and should be e-mailed to Melissa Drake, Acting Administrator at drakem@cityofouray.com. **Proposals must be received no later than 3:00 p.m. (MDT), April 22, 2020.**

The City encourages all Disadvantaged Business Enterprises (DBEs) to submit proposals in response to all requests for proposals. No individual or business will be discriminated against on the grounds of race, color, sex, or national origin. It is the City's policy to create a level playing field on which DBEs can compete fairly and to ensure nondiscrimination in the award and administration of all contracts.

Questions concerning the scope of the bid, bid submittal or process should be directed to Melissa Drake, Acting Administrator at (970) 325-7066 or drakem@cityofouray.com.

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,

Melissa Drake
City of Ouray – Acting Administrator

Enclosures

REQUEST FOR PROPOSAL (RFP)

DIGITAL MESSAGING SERVICES

I. INTRODUCTION

The City Ouray (City) is requesting proposals from qualified firms to provide digital messaging services as outlined in this RFP during this COVID-19 emergency.

II. LOCATION AND TOURISM ACTIVITIES

Located near the four corners of Southwest Colorado, the City of Ouray is situated on U.S. Highway 550 along the San Juan Skyway Scenic and Historic Byway, one of America's most beautiful drives. The incredibly scenic Million Dollar Highway connects Ouray to Silverton and Durango to the south.

Colorado's San Juan Mountains and the City of Ouray offer some of the most panoramic views in the United States, which is why it has held the nickname "Switzerland of America" since the late 1800s. Natural wonders like waterfalls, sulfur-free hot springs, mountain peaks and wildlife abound in the area, as do historic ghost towns, museums, beautifully preserved Victorian-era architecture and year-round cultural events.

Sitting in a beautiful box canyon, Ouray is home to countless natural wonders including the spectacular Box Cañon Falls, Cascade Falls, Bear Creek Falls, the imposing Amphitheater, Red Mountains 1, 2 and 3, Mount Sneffels (our resident 14,000-foot peak) and more.

Ouray is home to both rigorous and relaxing adventures in the San Juan Mountains. There are many shops, restaurants, and breweries as well as a museum, tours of once flourishing mines, and a trip down Main Street for a look at the many historic buildings. Activities include soaking in the hot springs, ice climbing, rock climbing, canyoneering, hiking, biking, cross country skiing, jeep riding, any many other recreational activities.

III. TOURISM TAX DOLLARS

In 2018, the City voters approved a tax change policy concerning the collection of Lodging Occupancy Tax "LOT", changing from a flat LOT per unit to a 3.5% LOT per unit. Of that, 86.875% is designated to the Tourism Fund which exists solely for the purposes of destination marketing management and development to attract visitors to and enhance the visitor experience within the City of Ouray.

In 2017 visitors spent:

- \$27.2 million spent by visitors in Ouray in 2016
- \$11.6 million in lodging (+9% over 2016)
- \$8.5 million in retail/gifts (+9% over 2016)
- \$6.9 million in restaurants & bars (+6% over 2016)
- 104,687 overnight stays (+2% over 2016)
- 70% who didn't stay overnight still shopped in town
- 63,257 visitors to Box Canon Falls Park (+8% over 2016)

Along with Box Canon Falls Park, the Ouray Hot Spring Pool is a top attraction for visitors. The pool has been in operation since 1927 and is open year-round. In 2016/17, the City invested more than \$10 million dollars in capital improvements to the pool. The pool is surrounded by 13,000-foot snow-capped peaks, has five separate geothermally heated pools, including an adult only soaking section, two fast water slides, an obstacle course and climbing wall in the activity pool, 8 lap lanes for a workout pool, and two soaking geothermal family pools.

IV. SCOPE OF SERVICES – Digital Messaging Services

The Selected Service Provider will deliver Digital Messaging services as follows:

The Term of this agreement is from Acceptance and Contract Agreement until December 31, 2020.

A. Act as the digital messaging expert for the City by:

1. Working with business owners and appropriate representatives (non-profits, local organizations, etc.), develop and maintain a balanced digital messaging program, including public relations and advertising, to create awareness of the City of Ouray as a visitor destination, that is reflective of all of the assets the City has to offer, including, but not limited to: shops, restaurants, bars, Outdoor Recreation, historical assets, waterfalls, hotels, venues, activities, museums, galleries, theaters, etc.
2. Working with business owners and appropriate representatives (non-profits, local organizations, etc.), develop and implement an annual digital messaging plan that will include, at a minimum: interactive website, Facebook, Instagram, blogs/vlogs, emails, etc. Each media will be reflective of the full range of businesses and assets listed above. Website, at a minimum, will be kept current and will list all businesses, non-profits, organizations, and similar entities, along with a brief description, phone number, hours of operation, and link to entities website, Facebook and Instagram site, if applicable.
3. Working with business owners and event and organization representatives, develop and maintain a calendar of events and advertise/promote those events in a timely and productive manner.
4. Effective social media management will consist of long-form storytelling using a combination of text, photography, and video to attract and sustain new users:
5. All messaging will conform to the following: No reposts, all content is created. A blend of photography and video. Made to measure cover photos with branding that rotates by season. Highlighting all of Ouray's assets with seasonal focus. Educating the public about land use, city resources and businesses that support tourism. Five crafted posts per week for Instagram and Facebook. Incorporating the web site into the overall messaging strategy by keeping it current and cohesive with social media
6. Setting measureable benchmarks in all messaging related activities and producing Monthly and Quarterly reports addressing the progress related to these benchmarks.
7. Presenting the City of Ouray as an outdoor recreation and cultural tourism destination.
8. Working with the Colorado Tourism Office and other regional/local entities and organizations to coordinate messaging, as appropriate and in conformity with City, County, State and Federal Covid19 orders (2020) .
9. Working with media outlets to promote the City of Ouray.

B. Initiate programs that will increase visitor spending with businesses within the City of Ouray.

C. Initiate programs that will lead to increased visitation and spending in the shoulder and winter seasons, while maintaining visitation and spending in the summer tourist season.

D. Initiate programs that will lead to increased visitation and spending at the Ouray Hot Springs Pool and the Box Canon Falls.

- E. Contractor will be required to provide Monthly and Quarterly reports detailing services provided, project completed and detailed financials, as well as respond to questions and requests for additional details. In addition, an independent auditor will conduct an annual audit and the results will be provided to the City.
- Contractor will report monthly on the following metrics: Engagement, Reach, Impressions, Referral Traffic, Page Links and Follows, Video Retention, Video Engagement, and CTR as defined in Facebook Native Analytics.
 - Contractor will report monthly on the following metrics: Growth Rate, Follower Engagement, Website Traffic, Post Comment Count, Instagram Story Engagement, and Reach-utilizing Social Network Monitoring Software.
 - Contractor will report monthly on the following website metrics: Website Traffic, Traffic sources, Bounce Rate, Page performance, Conversion Rate, and Conversion by Traffic Source.
- F. Contractor will communicate with the assigned City contact on a regular basis throughout the Term to coordinate activities, but on at least a monthly basis and communicate immediately when necessary.

V. SUBMITTAL REQUIREMENTS

The following information must be included in the proposal and will be evaluated according to the criteria in this RFP. Required proposal documents must be arranged in the order listed below. Proposals shall be limited to fifteen (15) pages. The City reserves the right to reject any proposal exceeding these limits or omitting any submittal requirement. The City also reserves the right to rescind this RFP at any time and for any reason prior to entering into a contract with a vendor.

Scope of Proposal

1. Firm's/Applicant's name and address, as well as the name and contact information of the primary contact for this project, including contact's email.
2. Submit qualifications to provide the Scope of Services outlined in this RFP.
3. Submit approach to provide the Scope of Services outlined in this RFP.
4. Acknowledge consent to adhere to, without revision, the sample Professional Services Agreement, including exhibits for Insurance, Confidentiality, Lease Terms, and to the services outlined in this RFP.
5. Acknowledge that all materials, including, but not limited to intellectual property, digital and hard copy, data bases, mailing and emailing lists, developed and/or used as a part of this contract are the sole property of the City.

Assigned Personnel & Availability

6. Provide a list of key personnel, their roles and availability to administer these services.
7. List additional qualified personnel available to assist on projects if required.

Cost and Work Hours

8. Provide annual total cost to provide services defined in this RFP. Pricing must include all items annotated in the Scope of Services.

Firm Capability

9. Brief company profile to include years in business and performance indicators used to verify the Scope of Services is being met.
10. Provide three (3) examples of similar work conducted within the last five (5) years that can serve as references. Each example must include a brief description of the services provided. Include the name and address of each referenced company, as well as the name, title, and phone number of the referenced contact person.

VI. PROPOSAL GUIDELINES

The City assumes no responsibility for liability for any costs that firms may incur in responding to this RFP; including attending meetings, interview sessions and/or contract negotiations. This RFP may be amended and/or revoked at any time prior to final execution of an Agreement with the City. In evaluating the proposals, the City may seek information from a Proposer to clarify their proposal. In that event, Proposer must submit written and signed clarifications and such clarifications shall become part of the proposal. All proposals shall remain subject to initial acceptance ninety (90) days after the day of submittal.

VII. REVIEW AND ASSESSMENT

Firms will be evaluated using on the following criteria. These criteria will be the basis for review and assessment of the written proposals and optional interview session. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

Weighting Factor Qualification Standard Table

Weighting Factor	Qualification	Standard
2.0	Scope of Proposal/Deliverables	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and deliverables required by the project? Are there any exceptions to the Scope of Services or Agreement?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required?
2.0	Cost and Work Hours	Does the proposal include detailed cost break-down for each cost element as applicable and are the costs competitive? Do the proposed cost and work hours compare favorably with the Project Manager's estimate? Are the work hours presented reasonable for the effort required by each project task or phase? Does the proposal provide the maximum benefit for the cost?
2.0	Firm Capability	Does the firm have the resources, capacity and support capabilities required to successfully meet service schedules? Has the firm successfully completed previous projects of this type and scope?

VIII. REFERENCE EVALUATION

The City Administrator will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Services completed within the specified time? Were interim deadlines met in a timely manner?

Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Services completed within the project budget?
Job Knowledge	Were problems corrected quickly and effectively?

DRAFT



SWITZERLAND
OF AMERICA

COVID-19 BUDGET ADJUSTMENTS

LEADERSHIP STAFF PRESENTATION

APRIL 20, 2020

INITIAL RESPONSES

ESTIMATED REVENUE LOSSES

FUND ADJUSTMENTS

SUMMARY

NEXT STEPS

RECOVERY



INITIAL CITY RESPONSES TO COVID-19

- City Facilities Closed on March 16
 - City Staff
 - Field workers using PPE
 - All others working from home
 - Hot Springs Pool Closure
 - Public Restrooms Closure
 - Community Center Closure
- Pool Staffing Adjustments
 - Furloughed 20 employees on April 3
 - Furloughed 4 additional staff on April 17
 - 2 maintenance personnel remain active
- Purchases Cancelled or Delayed
 - PD & OVFD Vehicles
 - Golf Carts
 - Dump Truck
 - Parks & Maintenance Vehicle
- Delayed Projects
 - City Hall Remodel
 - Massard Window Repair
 - Geothermal Line Construction
 - WWTP Engineering



ESTIMATED REVENUE LOSSES

- Most significant losses expected in Sales Tax and Hot Springs Pool Revenues
 - Sales tax revenues have a two month delay so we will not see revenues impacted until May
 - While there may be higher losses in April and May, revenues over the year will reduce the total impact to the budget estimates
 - Hot Springs Pool Revenues will have direct correlation to length of social distancing

- Possible revenue losses to consider:
 - General Fund Revenues - **\$385,014 - \$641,690**
 - 30% - 50% of \$1,283,380
 - Capital Fund Revenues – **\$126,444 - \$210,740**
 - 30% - 50% of \$421,480
 - Water Revenues – **\$62,788 - \$125,577**
 - 10% - 20% of 627,884
 - Sewer Revenues – **\$69,404 - \$138,807**
 - 10% - 20% of 694,035
 - Utility Capital Fund Revenues – **\$32,625 - \$65,250**
 - 10% - 20% of 326,250
 - Parks Fund – **\$1,027,891**
 - 100% April/May, 40% Remaining Year



GENERAL FUND ADJUSTMENTS

- Estimated Revenue Losses:
 - \$385,014 - \$641,690
- Total Expense Reductions
 - \$327,094
- Potential General Fund Shortfall:
 - \$57,920 - \$314,596
 - Can Use GF Balance and Loan from CIF
- Urgent Budget Reduction Decisions
 - Main Street Striping
 - Road Base Gravel & Mag Chloride
 - Flume Repair / Bridge Improvements
 - Community Plan Consultant Services
 - Gardener / Maintenance Worker

GL#	Description	Items cut	Reduction	Status
10-50-5000	Mayor & Council	Stipend/Wage	8,800	Suspended
10-50-5004	Finance/Admin Dir	25% of 3 months salary	4,905	Suspended
Multiple	Benefits	Vacant positions	8,720	Suspended
10-50-5680	Parks/Facilities Manager	Facilities Maint	24,120	Delay
10-50-7000	Contract Labor	Share of Community Plan	8,064	Urgent
10-50-7035	Planning Commission	Training	1,200	Cancelled
10-50-7037	CEDC	General 80% cut	8,000	Ongoing
10-50-7860	Training	General 66% cut	11,220	Ongoing
10-50-7865	Employee Functions	General 87.5% cut	3,500	
10-51-7855	Juvenile Diversion Fund	All services	7,500	Stopped
10-53-7000	Contract Labor	Cleaning storm drains, Main Street striping, contract snow removal	17,000	Ongoing
10-53-7140	St. Supplies/Materials	Road base gravel	17,000	Ongoing
10-53-7150	Dust Control	Mag Chloride	26,000	Urgent
10-53-7700	City Shop Expense	General 50% cut	5,000	Ongoing
10-53-9570	Flume repair/Improvement	3 bridge replacements & fencing around flumes	85,000	Urgent
10-53-9575	Drainage/River Dredging	River Dredging	25,000	Delay
10-54-8100	Community Center Equipt	W/D & furniture replace	6,000	Stopped
10-55-5680	Parks/Facilities Manager	Parks Maint	24,120	Delay
10-55-8250	Gardener/Maint Wages	Total Wages	35,945	Urgent
Net Reduction to GF			327,094	

CAPITAL IMPROVEMENT FUND ADJUSTMENTS

- Estimated Revenue Losses:
 - \$126,444 - \$210,740
- Total Expense Reductions
 - \$546,700
- Potential General Funds to Loan:
 - \$335,960 - \$420,256 (+ Fund Balance)
- Urgent Budget Reduction Decision
 - Geothermal Project Construction

GL#	Description	Items cut	Reduction	Status
30-50-8250	Capital Improvements	Box Canon Road	128,000	Underway
30-50-8250	Capital Improvements	City Hall carpet etc.	22,000	Delay
30-50-8250	Capital Improvements	Massard windows	18,000	Cancelled
30-50-8250	Capital Improvements	Geothermal Project Construction	225,000	Urgent
30-50-8250	Capital Equipment	1/2 Dump Truck Order	72,000	Postponed
30-50-8250	Capital Equipment	2 Golf Carts	16,000	Cancelled
30-50-8250	Capital Equipment	Parks Maint Truck	30,700	Cancelled
30-50-8250	Capital Equipment	OVFD Vehicle	35,000	Cancelled
Net Reduction to CIF			546,700	

UTILITY FUND ADJUSTMENTS

GL#	Description	Items cut	Reduction	Status
20-50-5004	Finance/Admin Dir	25% of 3 months salary	4,905	Suspended
Multiple	Administrator Benefits	3 months costs	1,671	Suspended
20-50-7000	Contract Labor	Share of Community Plan	2,048	Urgent
20-50-7100	Distribution System Supplies	General 50% cut	10,000	Ongoing
20-50-7860	Training	General 66% cut	2,000	Ongoing
20-50-8571	New Fire Hydrants	Cancel 2020 order	6,000	Cancelled
Net Reduction to WF			26,624	

- Estimated Revenue Losses:
 - \$69,404 - \$138,807
- Total Expense Reductions
 - \$162,411
- No Sewer Fund Shortfall

SEWER FUND

WATER FUND

- Estimated Revenue Losses:
 - \$62,788 - \$125,577
- Total Expense Reductions
 - \$26,624
- Potential Water Fund Shortfall:
 - \$36,164 - \$98,953
 - Fund Balance and Loan from Capital Fund

GL#	Description	Items cut	Reduction	Status
23-50-5004	Finance/Admin Dir	25% of 3 months salary	4,905	Suspended
Multiple	Administrator Benefits	3 months costs	1,857	Suspended
23-50-7000	Contract Labor	Share of Community Plan	1,408	Urgent
23-50-7100	Supplies-WWTP	General 40% cut	3,000	Ongoing
23-50-7200	Maintenance & Repairs	General 50% cut	10,000	Ongoing
23-50-7860	Training	General 66% cut	2,000	Ongoing
23-50-8251	Sewer	WWTP Engineering	139,550	Ongoing
Net Reduction to SF			162,720	

UTILITY CAPITAL IMPROVEMENT FUND ADJUSTMENTS

- Estimated Revenue Losses:
 - \$32,625 - \$65,250
- Total Expense Reductions
 - \$705,000
- Potential UCI Funds to Loan:
 - \$627,375 - \$639,750
 - (+ Additional Fund Balance)

GL#	Description	Items cut	Reduction	Status
28-50-8590	Utility CIF	Water Meter Project	99,050	Delay
28-50-8590	Utility CIF	1/4 Water Dump Truck Order	35,250	Postponed
28-51-8590	Utility CIF	1/4 Sewer Dump Truck Order	35,250	Postponed
28-51-8590	Utility CIF	WWTP Engineering	535,450	Delay
Net Reduction to Utility CIF			705,000	

PARKS FUND ADJUSTMENTS

- Estimated Revenue Losses:
 - \$1,027,891
- Total Expense Reductions
 - \$609,685
- Potential Parks Fund Shortfall:
 - \$418,206
- We're Still Running Scenarios for the Parks Fund - Fund Balance can be used with Budget Amendment

GL#	Description	Items cut	Reduction	Status
50-50-5524	Pool Manager	June 1 opening	9,162	Suspended
50-50-5525	Pool Assistant Manager		53,701	Cancelled
50-50-5532	Aquatics Coordinator		29,934	Cancelled
50-50-5533	Lead Lifeguards	June 1 opening	53,582	Suspended
50-50-5534	Part-time lifeguards	June 1 opening	99,000	Suspended
50-50-5536	Swim Lesson Wage		7,190	Cancelled
50-50-5538	Pool Attendants		7,703	Cancelled
Multiple	Benefits	June 1 opening	67,369	Suspended
Multiple	Pool Operations		102,600	Ongoing
50-50-7860	Training		3,000	
50-50-7862	Hiring Cost		5,500	
50-50-8250	Capital Improvements	Splash pad design	60,000	Cancelled
50-50-8400	Capital Equipment	Wibit parts	6,000	Delay
Multiple	Box Canon Falls Cashiers	June 1 opening	35,492	Delay
50-51-8250	Capital Improvements	Box Canon capital project	40,000	Delay
50-51-8400	Capital Equipment	Benches (2 of 4)	2,800	Cancelled
50-51-8400	Capital Equipment	Parks maint truck	4,300	Cancelled
50-51-6800	Box Canon Falls Concessions	June 1 opening	6,000	Delay
Multiple	Gym		8,000	
50-57-5004	Finance/Admin Dir	25% of 3 months salary	4,905	Suspended
Multiple	Administrator Benefits	25% of 3 months costs	2,167	Suspended
50-57-7000	Contract Labor	Share of Community Plan	1,280	Urgent
Net Reduction to Parks Fund			609,685	

SUMMARY

- Accounts with estimated shortfalls may need capital fund loans:
 - General Fund - \$57,920 - \$314,596
 - Money available from CIF - \$335,960 - \$420,256
 - Water Fund - \$36,164 - \$98,953
 - Money Available from Utility CIF - \$627,375 - \$639,750
- Parks Fund is a Work in Progress – we will continue to work on potential scenarios
- Possible Options for City Council – Adopt None, Some, or All Recommended Reductions Presented Here

NEXT STEPS

- Staff will continue to monitor predictions for potential revenue losses and report at Council meetings
- Staff plans to adjust spending as needed to meet the loss of revenue. Additional actions being considered are:
 - Voluntary furloughs
 - Partial involuntary furloughs
 - Wage reduction
 - Additional full involuntary furloughs
 - Layoffs

RECOVERY

In addition to the proposed emergency budget reductions, staff has begun evaluating steps towards recovery. Considerations include:

- Criteria for social distancing in city facilities and operational strategies
- Specific re-opening plan for the Hot Springs Pool
- Moving furloughed employees to reinstatement
- Identifying projects which may resume at a later start date if additional funding sources are found

Emergency Budget Reduction Recommendations

GL#	Description	Items cut	Reduction	Status
10-50-5000	Mayor & Council	Stipend/Wage	8,800	Suspended
10-50-5004	Finance/Admin Dir	25% of 3 months salary	4,905	Suspended
Multiple	Benefits	Vacant positions	8,720	Suspended
10-50-5680	Parks/Facilities Manager	Facilities Maint	24,120	Delay
10-50-7000	Contract Labor	Share of Community Plan	8,064	Urgent
10-50-7035	Planning Commission	Training	1,200	Cancelled
10-50-7037	CEDC	General 80% cut	8,000	Ongoing
10-50-7860	Training	General 66% cut	11,220	Ongoing
10-50-7865	Employee Functions	General 87.5% cut	3,500	
10-51-7855	Juvenile Diversion Fund	All services	7,500	Stopped
10-53-7000	Contract Labor	Cleaning storm drains, Main Street striping, contract snow removal	17,000	Ongoing
10-53-7140	St. Supplies/Materials	Road base gravel	17,000	Ongoing
10-53-7150	Dust Control	Mag Chloride	26,000	Urgent
10-53-7700	City Shop Expense	General 50% cut	5,000	Ongoing
10-53-9570	Flume repair/Improvement	3 bridge replacements & fencing around flumes	85,000	Urgent
10-53-9575	Drainage/River Dredging	River Dredging	25,000	Delay
10-54-8100	Community Center Equipt	W/D & furniture replacement	6,000	Stopped
10-55-5680	Parks/Facilities Manager	Parks Maint	24,120	Delay
10-55-8250	Gardener/Maint Wages	Total Wages	35,945	Urgent
		Net Reduction to GF	327,094	
20-50-5004	Finance/Admin Dir	25% of 3 months salary	4,905	Suspended
Multiple	Administrator Benefits	25% of 3 months costs	1,671	Suspended
20-50-7000	Contract Labor	Share of Community Plan	2,048	Urgent
20-50-7100	Distribution System Supplies	General 50% cut	10,000	Ongoing
20-50-7860	Training	General 66% cut	2,000	Ongoing
20-50-8571	New Fire Hydrants	Cancel 2020 order	6,000	Cancelled
		Net Reduction to WF	26,624	
23-50-5004	Finance/Admin Dir	25% of 3 months salary	4,905	Suspended
Multiple	Administrator Benefits	25% of 3 months costs	1,857	Suspended
23-50-7000	Contract Labor	Share of Community Plan	1,408	Urgent
23-50-7100	Supplies-WWTP	General 40% cut	3,000	Ongoing
23-50-7200	Maintenance & Repairs	General 50% cut	10,000	Ongoing
23-50-7860	Training	General 66% cut	2,000	Ongoing
23-50-8251	Sewer	WWTP Engineering	139,550	Ongoing
		Net Reduction to SF	162,720	
28-50-8590	Utility CIF	Water Meter Project	99,050	Delay
28-50-8590	Utility CIF	1/4 Water Dump Truck Order	35,250	Postponed
28-51-8590	Utility CIF	1/4 Sewer Dump Truck Order	35,250	Postponed

28-51-8590	Utility CIF	WWTP Engineering	535,450	Delay
		Net Reduction to Utility CIF	705,000	
GL#	Description	Items cut	Reduction	Status
30-50-8250	Capital Improvements	Box Canon Road	128,000	Underway
30-50-8250	Capital Improvements	City Hall carpet etc.	22,000	Delay
30-50-8250	Capital Improvements	Massard windows	18,000	Cancelled
30-50-8250	Capital Improvements	Geothermal Project Const	225,000	Urgent
30-50-8250	Capital Equipment	1/2 Dump Truck Order	72,000	Postponed
30-50-8250	Capital Equipment	2 Golf Carts	16,000	Cancelled
30-50-8250	Capital Equipment	Parks Maint Truck	30,700	Cancelled
30-50-8250	Capital Equipment	OVFD Vehicle	35,000	Cancelled
		Net Reduction to CIF	546,700	
50-50-5524	Pool Manager	June 1 opening	9,162	Suspended
50-50-5525	Pool Assistant Manager		53,701	Cancelled
50-50-5532	Aquatics Coordinator		29,934	Cancelled
50-50-5533	Lead Lifeguards	June 1 opening	53,582	Suspended
50-50-5534	Part-time lifeguards	June 1 opening	99,000	Suspended
50-50-5536	Swim Lesson Wage		7,190	Cancelled
50-50-5538	Pool Attendants		7,703	Cancelled
50-50-5800	FICA	June 1 opening	23,814	
50-50-5810	Unemployment	June 1 opening	1,043	
50-50-5830	Workers Comp	June 1 opening	11,000	
50-50-5850	Employee Health Ins	June 1 opening	31,512	
50-50-6100	Pool Advertising	General 20% cut	1,000	Ongoing
50-50-6100	Bank Card Charges	June 1 opening	24,000	
50-50-7000	Contract Labor		16,000	
50-50-7100	Supplies		7,000	
50-50-7120	Uniforms		2,500	
50-50-7200	Pool Facility Maintenance		6,000	
50-50-7201	Swim Lesson Supplies		1,000	Cancelled
50-50-7202	Special Event Supplies		1,600	
50-50-7400	Water Sample		5,000	
50-50-7450	Chemicals	June 1 opening	29,000	
50-50-7500	Filtration Maintenance		6,000	
50-50-7720	Safety and First Aid Supplies		1,500	
50-50-7800	Pool Merchandise		1,000	
50-50-7830	Office Supplies		1,000	
50-50-7860	Training		3,000	
50-50-7862	Hiring Cost		5,500	
50-50-8250	Capital Improvements	Splash pad design	60,000	Cancelled
50-50-8400	Capital Equipment	Wibit parts	6,000	Delay
50-51-5520	Box Canon Falls Cashiers	June 1 opening	14,489	Delay
50-51-5680	Parks/Facilities Manager	June 1 opening	5,360	Cancelled
50-51-5800	FICA		2,243	
50-51-6100	Advertising		400	

50-51-6150	Bankcard Charge		1,800	
50-51-6800	Concessions		6,000	
50-51-7000	Contract Labor		2,500	
50-51-7100	Supplies		800	
50-51-7200	Facility Maintenance		1,500	
50-51-7830	office supplies		400	
50-51-8250	Capital Improvements	Box Canon capital project	40,000	Delay
50-51-8400	Capital Equipment	Benches (2 of 4)	2,800	Cancelled
50-51-8400	Capital Equipment	Parks maint truck	4,300	Cancelled
50-51-6800	Box Canon Falls Concessions	June 1 opening	6,000	Delay
50-53-6740	inspections	GYM	1,000	
50-53-7100	supplies	GYM	600	
50-53-8100	inventoried Equipment	GYM	6,400	
50-57-5004	Finance/Admin Dir	25% of 3 months salary	4,905	Suspended
Multiple	Administrator Benefits	25% of 3 months costs	2,167	Suspended
50-57-7000	Contract Labor	Share of Community Plan	1,280	Urgent
		Net Reduction to Parks Fund	609,685	
70-50-8250	Capital Projects	Restrooms: Rotary Park & Cascade Falls	85,000	Urgent
		Net Reduction to CTF	85,000	
		TOTAL Reduction	\$2,462,823	
4/20/2020				
	= Urgent budget item needing City Council direction			