AGENDA OURAY CITY COUNCIL

Virtual Meeting MONDAY, May 4, 2020 Regular Meeting – 6pm

- Electronic copies of the Council Packet are available on the City website at www.cityofouray.com. A hard copy of the Packet is also available at the Administrative Office for interested citizens.
- Action may be taken on any agenda item
- Notice is hereby given that a majority or quorum of the Planning Commission, Community Development Committee, Beautification Committee, and/or Parks and Recreation Committee may be present
 at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

Join Zoom Meeting https://zoom.us/j/96970124361

Meeting ID: 969 7012 4361 Password: 009431

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Regular Meeting - 6pm

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. CEREMONIAL/INFORMATIONAL
 - a. COVID-19 Update Public Health Director
 - b. IPAT Presentation Page 6
- 4. CITIZENS' COMMUNICATION
- 5. APPROVAL OF MINUTES April 1, 6, 8, 15, and 20 Page 12
- 6. CITY COUNCIL REPORTS/INFORMATION Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
- 7. DEPARTMENT REPORTS
 - a. Acting City Administrator Page 36
 - b. Public Works Director Page 3
 - c. City Resources Director Page 46
 - d. Chief of Police Page 48
- 8. CONSENT AGENDA None
- 9. ACTION ITEMS Page 49
 - a. Emergency Ordinance 4 Regarding Temporary Utility Bill Relief Page 52
 - b. Consulting PSA Former City Administrator Page 54
 - c. Via Ferrata Management Agreement Page 61
 - d. Columbus Building Brick Restoration Agreement Aplin Masonry of Telluride, Inc. Page 223
 - e. Discussion and Possible Retraction of 2019 DMMD & Visitor Center RFP
 - f. Discussion and Possible Action Regarding Digital Messaging RFP Responses Page 279
 - g. Discussion and Possible Approval of 2 Month Extension of CrowdRiff Agreement Page 344
 - h. Application for CEDC Membership Page 349
- 10. DISCUSSION Page 350
 - a. Prioritize and Schedule Work Sessions for the Following:
 - i. Perimeter Trail Signage
 - ii. Sidewalk Sales on Main Street
 - iii. Governor's Safer-at-Home Guidelines
 - iv. Future Council Meeting Format
 - v. Community Celebration
 - vi. Modified July 4th Celebration
 - vii. IPAT Ice Farming Mitigation in the Five Fingers Area
 - viii. Outdoor Recreation Master Plan
 - b. Future Agenda Items
- 11. ADJOURNMENT

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



970.325.7211 Fax 970.325.7212 www.cityofouray.com

ACTION ITEMS (May 4, 2020):

Emergency Ordinance 4 Regarding Temporary Utility Bill Relief

Action Requested – Will City Council approve Emergency Ordinance 4 suspending late fees and interest on utility bills through October 10, 2020?

Background – City Council asked staff to develop a plan for relief for utility customers in response to the COVID-19 pandemic. This ordinance is the result of that work.

Recommendation – Staff recommends approval

Consulting PSA – Former City Administrator

Action Requested – Will City Council approve the Professional Services Agreement with High Mountain Services (former City Administrator Justin Perry) to provide ad hoc consulting services if the need arises?

Background – This agreement may be necessary if the Acting City Administrator or a new permanent City Administrator need advice or historical information. It could also be necessary for pending legal issues.

Recommendation – Staff recommends approval

Via Ferrata Management Agreement

Action Requested – Will City Council approve the Management Agreement with the Friends of the Ouray Via Ferrata?

Background – In 2018, City Council entered into an agreement with Friends of the Ouray Via Ferrata (FOVF) to allow them to develop the Ouray Via Ferrata. The FOVF is now asking to manage the course they have built. Many public comments on this agreement have been received and the City Attorney have incorporated some changes based on those comments.

Recommendation – Staff recommends approval

Columbus Building Brick Restoration Agreement - Aplin Masonry of Telluride, Inc.

Action Requested – Will City Council approve the agreement with Aplin Masonry of Telluride, *Inc. for the Columbus Building Brick Restoration?*

Background – An RFP was announced on April 9, 2020 for all interested and qualified parties to perform brick restoration per requirements of Columbus Building PUD and the State Historic Fund. The deadline for response was April 23, 2020 and there was one response. The response from Aplin Masonry of Telluride, Inc. meets all requirements.

Recommendation – Staff recommends approval

Discussion and Possible Retraction of 2019 DMMD and Visitor Center RFP

Action Requested – Will City Council retract the 2019 RFP for DMMD and Visitor Center management?

Background – The RFP was issued in 2019 and City Council chose to begin negotiations with the Ouray Tourism Office. So far, City Council has not reached an agreement with OCRA, dba the Ouray Tourism Office (OTO), even after a 3 month extension of the existing agreement. On March 31, 2020, the extended agreement expired.

Recommendation – City Council decision

Discussion and Possible Action Regarding Digital Messaging RFP Responses

Action Requested – Will City Council approve one of the responses to the RFP for Digital Messaging?

Background – Council directed staff to create and RFP for Digital Messaging services for the City. The RFP was issued on April 22, 2020 and the due date for responses was April 30, 2020 at 3pm. All responses received before the deadline are included in the packet.

Recommendation – City Council decision

Discussion and Possible Approval of a 2 month extension of CrowdRiff Agreement

Action Requested – Will City Council approve a 2 month extension of an agreement with CrowdRiff which was previously held by OTO?

Background – The CrowdRiff agreement with OTO expired April 30, 2020. This agreement provided the OurayColorado.com website with 12 galleries by capturing from social media. A 2 month extension will give the Council time to consider the necessity of this agreement for a longer term.

Recommendation – Staff recommends approval

Application for CEDC Membership

Action Requested – Will City Council appoint Dawn Glanc to the Community Economic Development Committee?

Background – Ms. Glanc previously applied for the committee as an employee of OTO. City Council noted that OTO positions on the committee were filled or reserved and advised Ms. Glanc that she may re-apply as a citizen of Ouray if she wished.

Recommendation – The CEDC currently has 5 members and by code should have 5 to 7. A majority of the current members have recommended that the Council appoint Ms. Glanc.

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DISCUSSION ITEMS (May 4, 2020)

Prioritize and Schedule Work Sessions for the Following

- i. Perimeter Trail Signage
- ii. Sidewalk Sales on Main Street
- iii. Governor's Safer-at-Home Guidelines
- iv. Future Council Meeting Format
- v. Community Celebration
- vi. Modified July 4th Celebration
- vii. IPAT Ice Farming Mitigation in the Five Fingers Area
- viii. Outdoor Recreation Master Plan

Future Agenda Items – Council discussion about future agenda items.

Ouray Ice Park Advisory Team Recommendations on Five Fingers Climbing Area and Box Canyon Road April 28, 2020

The City of Ouray on April 14 asked Ouray Ice Park, Inc. to propose methods to minimize the impact of ice farming on Box Canyon Road. The Ice Park Advisory Team was consulted on the appended plan proposal and makes the following recommendations to Ouray City Council and the OIPI Board of Directors:

The Ouray Ice Park Advisory Team has reviewed and supports the OIPI plan to modify methods for ice farming and establish a program to observe cliff face conditions at the Five Fingers climbing area of the Ice Park. The IPAT recommends that OIPI and the City of Ouray implement this mitigation and monitoring approach.

In addition to minimizing the impact of ice farming on the Box Canyon Road, the Team asks that OIPI and the City seek to understand the relative contributions of other factors affecting sustainability of the road. A thorough engineering assessment of the impact of traffic, slope and drainage, and natural processes on the road would be prudent, and the City should also consider measures to mitigate these other factors, as well as the costs of the road relative to its benefits.

OURAY ICE PARK, INC. FIVE FINGERS MITIGATION PLAN [Proposed]

April 21st, 2020

Xander Bianchi Operations Manager, OIPI

BACKGROUND:

Erosion of cliff edge, frost wedging effect on bedrock structure (caused by both the natural snowmelt cycle and an artificial freeze/thaw cycle due to ice farming), and seismic activity due to traffic are among the various influences that are potentially compromising the Box Canyon Road above the Five Fingers area of the Ouray Ice Park. The extent to which each of these has contributed to the current level of road degradation is difficult to assess. However, according to geological engineer Dan Quigley, PE of DOWL who is familiar with the issue, it is undeniable that the process of farming ice in the Five Fingers area is indeed one of the contributing factors. There is visible evidence of gravel erosion aprons at water drain locations of ice farming infrastructure. The area of highest concern with regard to road stability is above a large chimney system on the west end of the cliff. This is presumed to be a natural confluence of natural runoff for melting snow from the slope above, and therefore a natural progression of accelerated erosion is predictable; however, the act of adding enormous amounts of water throughout the winter season in the process of farming ice at this location could be contributing significantly to the frost wedging effect and acceleration of localized road integrity degradation.

MITIGATION PLAN:

The proposed plan from OIPI to mitigate the effect of ice farming on the issue of road erosion and degradation is two-fold: Prevention and Monitoring. The Prevention part of the plan will aim to enact changes in the method of ice farming as well as infrastructure changes in order to minimize contribution to the aforementioned problems. The Monitoring part of the plan will aim to create a system of annual data collection to monitor further changes in cliff geometry and/or other potential adverse ice farming effects on road integrity.

I. PREVENTION

A. Cessation of "saturation" farming phase.

This phase of ice farming technique is typically employed prior to sub-freezing temperatures in order to "saturate" the underlying rock, effectively cooling the rock mass and causing seeps that are primed for freezing when cold temperatures eventually arrive. The ice farmers will engineer an isolating application within the plumbing infrastructure that will allow water supply to be cut off to the Five Fingers area while other areas are allowed to continue to pressurize. Water resources will only be delivered to the Five Fingers when sub-freezing temperatures are present, minimizing excess water delivered to the bedrock and therefore minimizing contribution to frost wedging.

B. Drain extensions/splash guards.

Some spray head locations in the Five Fingers area already employ a pipe extension on the drain in order to deliver drain water away from cliff edge rather than directly below spray head. The ice farmers will add drain extensions to all remaining spray heads that do not have them, directing as much water as possible over the cliff edge and therefore preventing unnecessary erosion. If for some reason it is difficult to effectively prevent water from running on gravel/soil at the edge, some sort of protective barrier will be employed such as a sheet metal "splash guard."

C. Cessation of farming at location of chimney/fissure feature.

Due to the excessive degradation over the last several seasons and a recent rockfall event in the vicinity of the chimney on the west end of the Five Fingers (the "In the Pink" route), the ice farmers will cease to deliver water to this feature.

II. MONITORING

A. Photographic documentation.

Photographs will be taken at various times throughout the year, either by a handheld camera or a drone, the quality of which shall be such that accurate comparisons can be made over time. Certain locations along the cliff will be designated as "benchmarks" that are easily identifiable and therefore easily comparable.

B. Land survey.

A land survey conducted by a qualified party may be employed if the accuracy of such a method is deemed to be a reliable and practical way of measuring the magnitude of such changes over time. This may be done on an annual or biennial basis.

APPENDIX: Ice Park Advisory Team Virtual Meeting

The plan was sent to the Team and members of the community who have recently participated in its proceedings. A virtual meeting was conducted via email from April 23 to April 29, and following the exchange of a number of questions, comments, and suggestions, the recommendations were agreed. This appendix documents those exchanges and may serve as a guide for implementation of the mitigation plan, further evaluation, and possible future action.

IPAT Members:

Elías de Andrés Martos, Melissa Drake (City of Ouray), John Hulburd (OIPI), Grant Kleeves, Diane Mielcarz, Frank Robertson, Chair (OIPI), John Wood (City of Ouray)

IPAT Participants:

Xander Bianchi (OIPI) drafted the plan and provided technical feedback; Steve Berwanger, Matt Wade (advisors by invitation); and interested community members Nate Disser, Dawn Glanc, Angela Hawse, Mark Iuppenlatz, Bill Leo, Micah Lewkowitz, Dolgio Nergui, and Lance Sullins. Participants were included in the virtual meeting communications; items below show those who provided input in the virtual meeting.

The Request:

The City of Ouray and OIPI are requesting the IPAT's advice in finding the best solution to a complex problem. Please refer to the attached draft of OIPI's plan to minimize the contribution of ice farming to deterioration of Box Canyon Road above Five Fingers. Xander has laid it out very well and a discussion via email will drive our actions going forward.

Please give us your feedback on the issue and our proposal, replying to all, and I will revise the plan as indicated for further discussion. Once we conclude this virtual meeting, the output will be a recommendation from the Team to City Council and the OIPI Board.

Questions, Comments, and Suggestions through the Virtual Exchange:

Dolgio Nergui: I have a question to Xander and other people familiar with farming ice - how will skipping ground saturation affect the ice-making and bonding the pillars at the top? Sounds like it will make them very short-lived and not very safe? That is very sad as Five Fingers is the crown jewel of the ice park, imo.

Xander Bianchi: I don't think there will be any significant effect on ice quality or stability by omitting the saturation phase in the fingers area. The desired cooling and seeping effect that I described seems to be most effective in lower-angle areas, and the fingers area is almost entirely overhanging (hence the ability to create pillars, or "fingers"). So, the omission won't change much in terms of ice, but minimizing the amount of water running over the edge will affect the erosion issue, and potentially curb excess water penetrating the horizontal fissure halfway down the wall (and contribution to the frost wedging effect in that feature).

Dawn Glanc: If parts of the five fingers get closed down, will ice be farmed in another area? For example, will the grad school zone or the shot house wall get reopened?

Frank Robertson: At this time there is no plan to shut down any portion of the Fingers, but if through our monitoring and engineering analysis that measure becomes advisable, OIPI will of course support it.

If water supplies and weather allow us to make more terrain available we will consider doing so, regardless of disposition at the Fingers, as we have done at Stump and Cowboy / Cowgirl Up. Suggestions of developing the Cliffs or other areas have been explored for several years and have not been pursued because of infrastructure costs, difficult temperatures / sun exposures and availability of water (these last items are why we closed Grad School and Shithouse / Gazebo).

Diane Mielcarz: Will the current road construction have any impact, one way or another, on this issue?

(Frank Robertson): The road construction already under way is addressing deterioration that has been observed over several years, by scaling the cliff back enough to move the road a safe distance from the cliff face in time for the hundredth anniversary of the Box Canyon Falls facility this summer. The engineer on the project stated that natural forces, ice farming operations, and traffic on the road have all contributed to the instability, though it is not understood to what extent each factor is contributing.

Dolgio Nergui: Can we please put other options on the table?

- 1. Reduce vehicular traffic on that road i.e. restrict vehicles by weight on it.
- 2. Close the road to vehicular traffic altogether (I know a lot of people in Ouray would like this option) except for service vehicles. Shuttling less able people (small fee included in the Box Canyon ticket) from the Powderhouse or Horshoe parking with electric powered vehicles (golf carts) may be less expensive than maintaining that road for vehicular traffic with or without ice farming (sounds like it gets significant natural erosion anyway).

Frank Robertson: The option of reducing or eliminating traffic has been discussed, but at this time the plan is to fix the road, minimize ice farming impact and observe how the area holds up. OIPI has asked for further engineering analysis on the relative contributions of the damage components, but there is no source of funding at this time.

As of now our proposal is to mitigate and monitor, and the City has indicated that this course should be viable. City Council and OIPI's Board will have to respond as indicated going forward.

Dolgio Nergui: A thorough engineering survey of the sustainability of that road would be a prudent way forward, IMO. It's quite an expensive project for such a short section of a road that's only in service part of the year and doesn't serve any residential or business purposes.

John Hulburd: I would add "the slope and drainage of the road" as one of the factors to be studied. The road acts as a catchment and conveyance, therefore concentrator, of water moving down slope.

Steve Berwanger: I support the recommended plan at this time and I also support monitoring it to determine if a fully engineered stabilization recommendation is needed in future years, but as Dolgio said, that will be pricey for a road that is not used year round.

John Wood, regarding the engineering request:

A) The cost of a study like that will be quite high. At a time when the City is facing a 50% decline in revenues and has already had to enact furloughs, shelve critical infrastructure projects and curtail spending; to expect that the City will be able to fund such an investigation is probably not reasonable. OIPI will undoubtedly also face shortages this year and is already having to accept that funding sources for the Water Improvement project will be retracted in scope for the foreseeable future. So who will pay for such an engineering study is uncertain at best.

B) I have asked Melissa Drake to provide a 5 year perspective on the revenues generated by Ouray Parks; to include Rotary Park, Hot Springs Pool, Box Canyon, and Ice Park. I have also reached out to the Ouray Historical Society and asked for their help in providing some historical perspective on the life of the road. I know there have been some questions regarding the "benefits" and the "historical significance" of the road.

Frank Robertson: Thanks, John. All of that information will be very useful for our value study in the water project as well. Agree, funding will be limited. We will be looking for expertise that might be willing to chip in...

Grant Kleeves: I stopped and looked at the area this weekend and it may be worth getting some photos now while the construction has removed a lot of the topsoil and vegetation, assuming I am looking at the right spot there is a noticeable notch in the bedrock that looks like it funnels a considerable amount of upslope melt to the exact spot that is the issue, is the construction going on now going to install a drain in that area or otherwise mitigate the upslope water?

Parks Fund Total Revenue

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Hot Springs Pool/Gym	\$1,400,582	\$1,238,444	\$1,544,556	\$2,070,415	\$2,049,488
Box Cañon	205,159	228,101	246,620	284,956	330,061
Ice Park	0	0	7,401	0	23,025
	\$1,605,741	\$1,466,545	\$1,798,577	\$2,355,371	\$2,402,574

OURAY CITY COUNCIL SPECIAL MEETING SUMMARIZED MINUTES Virtual Meeting WEDNESDAY, APRIL 1, 2020 11am

Join Zoom Meeting https://zoom.us/j/706990795

Meeting ID: 706 990 795

Or by phone: +1 301 715 8592 US +1 253 215 8782 US

- 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

Mayor Nelson called the meeting to order at 11:00 am.

2. ROLL CALL

Mayor Greg Nelson – present

Mayor Pro Tem John Wood – present

Councilor Glenn Boyd – present

Councilor Ethan Funk – present

Councilor Peggy Lindsey – present

3. DISCUSSION

a. Emergency Budget

Tourism will be down this year due to the virus, and the city needs to adjust our budget based on reduced sales tax revenues. City Staff have reviewed the budget for the first phase of budget cuts.

New Community Development Coordinator, Aja Tibbs, was introduced.

City Administrator Justin Perry announced that Melissa Drake, Finance and Administration Director, has been named Deputy City Administrator.

Ms. Drake presented recommended budget cuts from city staff.

Mayor Pro Tem Wood asked for clarification on Capital Improvement fund transfers to the General Fund and how it affects overall budget cuts.

Councilor Boyd stated his concern with cutting the Mag Chloride for the road this year. Mayor Pro Tem Wood suggested applying Mag Chloride to only some streets to help curb costs but to keep it in the most trafficked areas for public health.

Councilors discussed whether cutting the flume repair expenses out of the budget was helpful or not, since money can only be spent on flume repair.

Mayor Pro Tem Wood asked about capital projects that are not listed on the budget cuts. Ms. Drake stated that they have already been purchased, or letters of intent had been sent to the vendors. Discussion was held if the city can and should attempt to back out on some letters of intent in order to save the money.

Mayor Pro Tem Wood, Councilor Lindsey and Mayor Nelson would like to forgo their payments for city council until the end of their terms.

b. City Response to COVID-19 Emergency

The city has not stopped any services, many administrative employees are working from home. Public Works is working status quo. Police Department has curtailed services that are non-emergency, such as VIN inspections, and are filing police reports over the phone. Officers have been instructed to use discretion on traffic violations to limit contact. The pool only has two maintenance employees and the pool manager on site. All other employees are at home. Some employees are planning training programs at home. Community Development Coordinators Chris Hawkins (outgoing) and Aja Tibbs (incoming) are working remotely on the transition. The building inspector is still working out of the office 20 hours a week since that has been identified as an essential function.

Ms. Viner addressed the state laws on staying at home, and noting that the city and county can make more stringent laws than the state, but not less stringent. There is no state of martial law in the city, county or state, since that would violate each entity's own constitutions. Law enforcement will not be asking people for "essential worker" papers. There was discussion between citizens, council and staff about the enforcement about stay at home orders. Enforcement is currently on a voluntary reporting basis as citizens see violations. Anonymous reports are typically not helpful for enforcement. Staff will reevaluate dust control, flume fencing, hardwood floors in city hall, other capital equipment orders, looking at meeting, training, and other expenses in general fund, and stop council stipends.

4. ADJOURNMENT

Mayor Pro Tem Wood made a motion to adjourn at 1:36 pm, Councilor Boyd seconded the motion. The motion passed unanimously.

ATTEST:	Greg Nelson, Mayor	Date
Melissa M. Drake, City Clerk		
<u>CERTIFICATION</u>		
I, Melissa M. Drake, do hereby certify th of Colorado, and that the above minute City Council held on April 1, 2020. I furth quorum was present.	s are a true and correct summary of th	ne meeting of the Ouray
Dated this 1 st day of May 2020.		
Melissa M. Drake, City Clerk		

OURAY CITY COUNCIL VIRTUAL REGULAR MEETING SUMMARIZED MINUTES MONDAY, April 6, 2020

Join Zoom Meeting https://zoom.us/j/514775309?pwd=ZEVVNE5ZTUJ6Yjd3OWFIMXZqSFhiQT09 Meeting ID: 514 775 309

Or by phone: +1 253 215 8782 US +1 301 715 8592 US

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- · Action may be taken on any agenda item
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1. CALL TO ORDER

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

2. ROLL CALL

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

Also present were Deputy City Administrator Melissa Drake, City Resources Director Rick Noll, Public Works Director Joe Coleman, Community Development Coordinator Aja Tibbs, Police Chief Jeff Wood, Administrative Accounting Clerk Julie Lancaster and City Attorney Carol Viner.

3. CEREMONIAL/INFORMATIONAL

a. Federal Stimulus Package Update - Bond Attorney Paul Wisor

Mr. Wisor outlined the phases of the Federal Stimulus Package that has been passed so far, noting that things can change still. The CARES Act does not directly provide funding to small municipalities, so any aid Ouray received would be through the State. Employers are now responsible for paying affected employees for 2 weeks of paid leave if employee is affected by Covid-19. Unemployment insurance has been expanded to include self-employed and contract individuals, pay for an additional 13 weeks, and to get an extra \$600 a week until July 31st. SBA loans are available for employers with less than 500 employees, and can be forgiven completely if employers meet all qualifications. Employers who are eligible are encouraged to pursue this as soon as possible in order to receive funds before they run out. If a business is shut down because of the virus, they will qualify for an economic injury disaster loan from the SBA. Direct payments to individuals are expected to go out soon, but no final dates have been set.

b. CEDC Presentation

Steve Gurzenski from the CEDC presented a list of recommendations:

1. Well organized website for businesses with resource links

- 2. Collaborate with city staff about FEMA loans
- 3. Return 40% of budget back to city
- 4. Bring an SBA consultant to business community to explore resources available to businesses.
- 5. Weekly roundtable work session with businesses
- 6. City suspend all late fees and interest for utilities and work with city on repayment plans
- 7. City support a campaign to pay full utility bill today if able
- 8. City not enforce encroachment and signage
- 9. City work with stakeholders on broadband internet
- 10. City pursue a marketing plan to remain relevant
- 11. City pursue all grants available to city.

Councilor Boyd reminded council that the county has a unified resource page for all county residents, so creating too many resource pages for the same area would be confusing.

Ms. Drake said the city has received approx. 50% of projected utility revenue already for 2020, and that late fees and interest are not projected in the revenue. City will review the viability of any forbearance ideas that can be implemented.

Jason Perkins asked if businesses could have their EQR's temporarily reduced to match actual usage when the businesses are not functioning.

4. CITIZENS' COMMUNICATION

Jen Donovan wants to understand the leash law in Ouray, and if an electronic collar is acceptable. Chief Wood responded that if the dog responds to the e-collar then it would be acceptable.

Brian Duckles wants to clarify the status of the relationship of the city with OTO, and what are the plans going forward. Mayor Pro Tem Wood said the current lack of contract with OTO doesn't mean there will never be a new contract in place with them. The city will not give up on marketing, but OTO may not be the chosen organization to market the city. With the lack of LOT money coming in currently, the city is not currently putting out an RFP for a new marketing company.

5. APPROVAL OF MINUTES - March 2, 4, 11, 16, and 20

Greg's comments:

3/2/20 Mr. Krazinski, change to Gurzenski 3/4/20 change to special meeting 3/11/20 change special meeting 3/16/20 tense issue

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

6. CITY COUNCIL REPORTS/INFORMATION

- a. Glenn Boyd working on COVID-19 as emergency manager
- **b.** Ethan Funk Climbing structure at Ice Park was supposed to be removed, but city has allowed it to stay up if OIPI determined it couldn't be removed without maintaining a 6 foot distance between workers. OIPI will remove the structure when social distancing is over.
- c. Peggy Lindsey none

- d. John Wood CEDC committee working hard, maintenance employees may be seen working in parks
- e. Greg Nelson echoed John's commendation of CEDC

7. DEPARTMENT REPORTS

- a. City Administrator Much of time has been devoted to response to covid-19. Cancelled all capital orders, orders can be redone at any time. Furloughs have been issued to part time lifeguards and cashiers at the pool. City leadership team reevaluated the situation on the 2nd and decided that the employees will be better off on unemployment with the stimulus package announced. City staff would like to install a service window from the office into the hallway to help mitigate health and safety concerns now and in the future. Preparation and finishing work would be done by city staff, and a vendor used to install the window, expected to come in under \$1,000. Public Works has the bandwidth to do the labor required. Council was in favor of the idea.
- b. **Public Works Director** The Box Canon Road Improvement Project is moving ahead, reviewed RFPs, ready to award project in special meeting tomorrow.
- **c. City Resources Director** Lifeguards and cashiers have been furloughed, leads have been kept to create training materials and orientation programs.
- d. Chief of Police Chief Wood is working on unified command as the representative for the city of Ouray.

8. CONSENT AGENDA - Bed & Breakfast Liquor Permit – SG B & B Corp. dba Secret Garden Bed & Breakfast

Councilor Boyd made a motion to approve the Consent Agenda. Councilor Funk seconded the motion and it was approved on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

9. ACTION ITEMS

a. Second Chance Animal Services Agreement

No changes from previous contract. Motion included correction in paragraph 7 to refer to paragraph 4, and replace mention of marshals with police.

Mayor Pro Tem Wood made the motion with the noted corrections, Councilor Funk seconded the motion. The motion passed on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			

Peggy Lindsey	x		

b. Executive Search Firm Review

List of possible head hunting firms to work with. KRW has plenty of local Colorado experience, SGR is also favorable. Half hour interviews for each.

Councilor Boyd made a motion to move forward with KRW and SGR, Councilor Funk seconded. Passed unanimously on roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

c. PSA – SGM Engineering for Geothermal Line Project

Mayor Pro Tem Wood made a motion and Councilor Funk seconded, to approve contract with SGM.

John Nixon asked to speak to clarify that geothermal line has been in place since 1920s or 1930s. Ms. Viner would like city staff to meet with Mr. Nixon at a later date. Mayor Nelson had reservations on approving an engineering contract that may be changed.

Council Member	For	Against	Abstain	Absent
Greg Nelson		Х		
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

Motion passes 4-1 with Mayor Nelson dissenting.

d. Possible Action on CEDC Recommendations

Council was previously presented with the idea from staff to cut 80% of CEDC budget instead of their recommended 40%.

Council will take action now on item 8, allowing businesses to put up temporary signs that do not contribute to signage percentage and does not infringe on CDOT right of way until after Labor Day 2020. Councilor Boyd made a motion, and Councilor Funk seconded. Ms. Viner stated that since the city is complaint based code enforcement, if the code enforcers are not writing tickets then there is no issue. Councilor Boyd retracted his motion, and Councilor Funk retracted his second.

- 1. Work with county to get business info on site
- 2. FEMA grant, Heather Smith will work with Jennifer Peterson from the city and Glenn Boyd as county emergency manager.
- 3. Going with staff recommendation
- 4. Already underway
- 5. Already underway

- 6. Evaluated by staff
- 7. Evaluated by staff
- 8. Ms. Viner will research
- 9. Fiber meeting underway
- 10. Already underway
- 11. Already underway

e. Possible Action on COVID-19 Response

No action needed, but affirm that Melissa Drake is the policy liaison for unified command. Council affirmed. Ouray County currently has 3 cases, one was mis-attributed to Ouray County initially.

10. DISCUSSION

a. Deputy City Administrator Position

Justin Perry worked with staff to name Melissa Drake as Deputy City Administrator. Council reiterated that this is a strategic title and not a new position. Ms. Viner asked council to determine whether this is a permanent title or a temporary measure. Councilor Funk talked about making the title permanent with a salary survey and updated job description in the future. A permanent city administrator could name a director as the deputy administrator in title only, and a pay increase would not occur unless the city administrator could not perform job functions.

b. Future Agenda Items

None

11. EXECUTIVE SESSION

Mayor Pro Tem Wood made a motion at 9:03 pm to start executive session, Councilor Funk seconded. Motion passed on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

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

Session concluded at 10:07 pm.

12. ACTION ITEM

Councilor Boyd made a motion to make Melissa Drake the Acting City Administrator, hiring a professional services contractor to help, not to exceed her term as Acting City Administrator role. Mayor Pro Tem Wood seconded the motion. The motion passed on unanimous roll call vote

Council Member	For	Against	Abstain	Absent
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

13. ADJOURNMENT

Councilor Boyd made a motion to adjourn at 10:12 pm. Councilor Funk seconded the motion. The motion passed on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

ATTEST:	Greg Nelson, Mayor	Date
Melissa M. Drake, City Clerk		

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on April 6, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Melissa M. Drake, City Clerk	_

Dated this 1st day of May, 2020.

OURAY CITY COUNCIL SPECIAL MEETING SUMMARIZED MINUTES Virtual Meeting WEDESDAY APRIL 8, 2020 at noon

Join Zoom Meeting https://zoom.us/j/202689288

Meeting ID: 202 689 288 Password Required: 370888

> +1 253 215 8782 US +1 301 715 8592 US

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

800-941-0912 Pin: 594536#

- 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

Mayor Nelson called the meeting to order at 12:01 pm

2. ROLL CALL

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

3. INTERVIEWS OF EXECUTIVE SEARCH FIRMS FOR HIRING CITY ADMINISTRATOR

KRW – Lorne Kramer worked in local government in Colorado Springs for many years, and KRW fills multiple leadership positions for local governments, including police and fire chiefs and public works directors in addition to city managers. Sam Mamet, another associate of KRW on the call, will be helping Mr. Kramer. Mr. Mamet used to work with CML. KRW is familiar with the feel of small Western Slope towns and the kind of person who would be interested in living here.

Kurt with SGR is a retired city manager. His firm has placed candidates in Washington and Oregon municipalities.

4. ACTION ITEMS

a. Possible Action Concerning Selection of Executive Search Firm for Hiring the City Administrator Position

Councilor Boyd was impressed with KRW. Councilor Funk also spoke in favor of KRW because of their understanding of Ouray as a city. Mayor Pro Tem Wood was impressed with SGR's strategy to interview all council members individually to gain more insight on what each person wants. Councilor Boyd made a motion to enter into negotiations for hiring KRW as our search firm, and that we'd like them to interview individual council members and that we'd like the process completed expeditiously. Councilor Funk seconded the motion. The motion passed in a unanimous roll call vote.

Council	For	Against	Abstain	Absent
Member				
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

b. Construction Contract for Box Cañon Road Project

Mr. Coleman reported that the Box Canon Road project is a safety concern as the sloughing has affected the road significantly. The quote came in significantly under budget, but that may vary based on if rocks need to be blasted or not.

Mayor Pro Tem Wood made a motion to approve the contract with telluride gravel at \$57,870, with authority for public works director and acting city administrator to change the contract up to \$80, Councilor Boyd seconded the motion. The motion passed on unanimous roll call vote.

Council	For	Against	Abstain	Absent
Member				
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

5. ADJOURNMENT

Councilor Lindsey made a motion to adjourn at 1:31 pm, Councilor Boyd seconded. The motion passed unanimously.

ATTEST:	Greg Nelson, Mayor	Date
Melissa M. Drake, City Clerk		

CERTIFICATION

Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on April 8, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.
Dated this 1 st day of May 2020.
Melissa M. Drake, City Clerk

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of

OURAY CITY COUNCIL SPECIAL MEETING SUMMARIZED MINUTES Virtual Meeting WEDESDAY APRIL 15, 2020 at 11am

Join Zoom Meeting: https://zoom.us/j/94771237031

Meeting ID: 947 7123 7031 Password: 002852

> Or by phone: +1 301 715 8592 US +1 253 215 8782 US

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

800-941-0912 Pin: 594536#

- 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

Mayor Nelson called the meeting to order at 11:01 am.

2. ROLL CALL

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

Also present were Acting City Administrator Melissa Drake, Public Works Director Joe Coleman, City Resource Director Rick Noll, Community Development Coordinator Aja Tibbs, Police Chief Jeff Wood, City Attorney Carol Viner and Administrative Accounting Clerk Julie Lancaster.

3. DISCUSSION AND POSSIBLE ACTION CONCERNING DIGITAL MESSAGING

Because tourism is vital to Ouray's economy, our revenue will very likely be significantly reduced this year. The city would like to be more responsive to businesses and their needs in their

messaging to bring people in as soon as the city reopens. The Colorado Tourism Office recommends increasing our digital communications, and Mayor Nelson, Mayor Pro Tem Wood and Ms. Viner has put together an RFP for a messaging service. Councilor Funk and Councilor Boyd stated that they were not involved in the discussion and creation of the RFP and only received the packet a half hour before the meeting and did not have time to review due to their jobs. There is a regular council meeting scheduled for April 20th, and Councilor Funk says that would have been the appropriate time to discuss the issue and direct staff on any conclusions made by council. Council members debated if the subject of the meeting constituted this emergency meeting.

Ryan Hein, 125 3rd Ave – Council needs to come together instead of working in 2s or 3s. City needs to slow down until we figure out what's going on.

Julie Duckles, 1550 Main St – Applauds the proactive approach of thinking ahead about opening the city and marketing it.

Jason Perkins, 1700 N Main St – We need a marketing strategy we can implement right away when the stay at home order is lifted.

Dawn Glanc – wants to thank Ethan and Glenn for speaking up, agrees with them, this should have been a discussion item on the next regular council meeting.

Laura Benton, 1711 Hinkson Terrace – Short term rental reservations are not currently being canceled for the summer.

Mary Carkin agrees with Ms. Benton, if we don't put out information, others will fill the void with information of we can't control.

Andy Carrie, The Shaggy Coo – the question is when we start our proactive response, not if. This is important to move forward with.

Councilor Lindsey applauded Mayor Nelson for taking the initiative on creating the RFP and calling this meeting.

Dawn Glanc, 411 Pinecrest – Social media is not a place for governments.

Craig Hinkson, 1980 Oak St – Feels that business leaders are not being heard or respected, and that the city should have never severed relations with the OTO.

Mayor Pro Tem Wood said he worked hard to reconcile with the OTO in the months leading up to the termination and feels Mr. Hein's and Mr. Hinkson's comments are unfair and disingenuous.

Councilor Funk recommended a future council work session for this discussion. Councilor Boyd said it should be a discussion item for the next regular meeting, saying the city does need to talk about marketing, but this isn't the proper setting. This would give all council members time to review the draft RFP before asking for a motion from the council.

4. ADJOURNMENT

Melissa M. Drake, City Clerk

Councilor Funk made a motion to adjourn at 12:06 pm. Councilor Boyd seconded. Motion passed by unanimous roll call vote.

Council member	For	Against	Abstain	Absent
John Wood	X			
Ethan Funk	X			
Glenn Boyd	Х			
Peggy Lindsey	Х			
Greg Nelson	X			

ATTEST:	Greg Nelson, Mayor	Date
Melissa M. Drake, City Clerk		
<u>CERTIFICATION</u>		
I, Melissa M. Drake, do hereby certify that State of Colorado, and that the above mi Ouray City Council held on April 15, 2020 and that a quorum was present.	inutes are a true and correct summar	y of the meeting of the
Dated this 1 st day of May, 2020.		

OURAY CITY COUNCIL VIRTUAL REGULAR MEETING SUMMARIZED MINUTES MONDAY, April 20, 2020, 1 PM

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#

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- 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

Mayor Nelson called the meeting to order at 1:01 pm.

2. ROLL CALL

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

Also present were Acting City Administrator Melissa Drake, City Resources Director Rick Noll, Public Works Director Joe Coleman, Community Development Coordinator Aja Tibbs, Police Chief Jeff Wood, Administrative Accounting Clerk Julie Lancaster and City Attorney Carol Viner.

3. CEREMONIAL/INFORMATIONAL

a. CEDC Update

Pre-COVID-19, the CEDC wanted to apply to the Colorado Main Street Program for affiliate status. CEDC is asking council for permission to pursue. Affiliate status is the lowest tier in the program. This program will plug the city into resources for funding and support

b. 2020 Census Update

Quite a few deadlines have been extended to October 31st, 2020. Door-to-door activities have been pushed to September/October. Census forms can be filled out right now over the phone or online. Response rates so far for State is about 48%, Ouray County is around 28% and the City of Ouray is around 10%.

Option to allow people to make appointments at the library, get prescreened and fill out census form online from library computers. With warmer weather, could also set up outside.

4. CITIZENS' COMMUNICATION

Ryan Hein is asking on behalf of OCRA to grant forbearance for one month at 1 EQR rate for all restaurants and businesses

Robert Stouffer 401 6th ST – would like to ask about flowers. Staff and council confirmed that will be included in Item 8j.

Kim Davis stands behind Ryan Hein's request.

5. CITY COUNCIL REPORTS/INFORMATION

- **a. Glenn Boyd** weekly MAC group every Wednesday, login info on county website. Starting mental health recovery group this week.
- **b.** Ethan Funk opportunity to cost share in trenching for long term water plan for Ice park, also burying power lines. Proposal is to share costs between Ice Park, San Miguel Power and City. Councilor Funk will pass on relevant information to Wright Water Engineers to prepare trench info
- **c. Peggy Lindsey** Beautification committee has met twice, wants to buy flowers that do not require a gardener. Committee believes the flowers are a source of joy for the residents and visitors alike.
- **d.** John Wood CEDC was exposed to CTO program roll out for after virus scare is over, CEDC will share with community after meeting.
- **e. Greg Nelson** Economic relief activities with various groups in the area, including the Women's Club, Telluride Foundation, Center for Mental Health, etc.

6. DEPARTMENT REPORTS

- a. Acting City Administrator / Finance and Administration Director Ms. Drake provided a report in packet, to be covered in detail on action item for budget. Overtime for hourly employees and purchases are currently reimbursable up to 75% per FEMA. All hours should be tracked regardless in case new laws come into effect. Can be "in-kind" match time for tracked COVID time from employees
- **b.** Community Development Coordinator Ms. Tibbs provided a staff report. Beginning 4th week of employment. Working with Chris Hawkins to learn background and processes. Planning commission did not meet this month. Ms. Tibbs and committee chair decided to cancel the meeting.
- c. Chief of Police Chief Wood will forgo usual criminal reporting to report on COVID. As of today, we have 5 cases, 1 death. 18 tests performed pending results. Two national guardsmen currently at Unified Command, potentially requesting one more. County Health orders are slated to expire April 30, but that could obviously change before then. 9:30 am tomorrow morning the BOCC will meet to discuss public health orders, public comments will be welcomed. Mayor Pro Tem Wood would like to know what it would look like when the state of emergency would be called off and dissolve unified command. There are not currently any specific criteria in place to reopen. BOCC meeting will have more of this information.

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

Mayor Pro Tem Wood made a motion to approve the Consent Agenda. Councilor Funk seconded the motion and it was approved on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	X			
John Wood	X			
Glenn Boyd	Х			
Ethan Funk	Х			
Peggy Lindsey	Х			

8. ACTION ITEMS

a. Possible Action Regarding CEDC Recommendation

Councilor Boyd made a motion to allow CEDC to proceed with the Colorado Main Street Program. Mayor Pro Tem Wood seconded. The motion passed on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			
Peggy Lindsey	х			

b. PSA – Executive Search Firm

Funk made a motion to approve the PSA agreement with executive search firm, Mayor Pro Tem Wood seconded. The motion passed on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	Х			
John Wood	Х			
Glenn Boyd	Х			
Ethan Funk	Х			
Peggy Lindsey	Х			

c. Employment Contract for Acting City Administrator

Mayor Pro Tem Wood made a motion to approve. Councilor Boyd seconded. Councilor Funk questioned a phrase in the contract, Ms. Viner confirmed that he was right and the wording should be changed. Mayor Pro Tem Wood and Councilor Boyd approved the amend to the motion. Motion passed on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	х			
John Wood	х			
Glenn Boyd	х			
Ethan Funk	х			

Peggy Lindsey	х		

d. PSA - Caselle Financial Services

Mayor Pro Tem Wood would like to put a cap of 30 hours a week on Caselle contract work. Councilor Boyd made a motion to accept both agreements with Caselle. Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Greg Nelson	Х			
John Wood	Х			
Glenn Boyd	Х			
Ethan Funk	Х			
Peggy Lindsey	Х			

e. Via Ferrata Management Agreement

Council would like to move this item to the next regular meeting to allow the public to read through the agreement and weigh in on the discussion.

Mike Gibbs had previously criticized the council for not including all stakeholders and commends the current council for wanting to wait to take action on this item until all stakeholders can review.

Nate Disser has been asking for this agreement to be on the agenda for months, and believes that the agreement is well done and flexible.

Mark Iupenlatz says this has been in the works for 4 years and since we are so close to the finish line, he would like to make the final push to get the agreement in place.

Dolgio Nergui would like more time to read and analyze the agreement for climbing routes. Ms. Nergui would also like to clarify why this didn't go through an RFP. Councilor Funk said it is not required for services only agreements when nothing is being purchased. Councilor Funk believes this is a very flexible agreement that can be amended in the future as needed.

Ben Tisdel, Ouray County Commissioner, says agreement mentions Rio Lode, which belongs to the County, and is under an existing use agreement with the city and should be noted in the Via Ferrata agreement. City Attorney Ms. Viner will review if the contracts are in conflict.

Logan Tyler wanted to thank Mark and Nate for the clarification in the structure and is looking forward to the Via Ferrata opening and generating revenue for the city.

Mayor Nelson wanted to confirm if this agreement is similar to the OIPI operating agreement, but added more approvals and collaboration for the City. Ms. Viner asserted that is was.

Councilor Boyd made a motion to table this until the next regular meeting. Councilor Funk seconded the motion. The motion passed on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	Х			
John Wood	Х			
Glenn Boyd	Х			
Ethan Funk	Х			

Peggy Lindsey	Х		

f. PSA for Community Plan

Staff is recommending cancellation of the current community development coordinator contract. Mayor Pro Tem Wood made a motion to activate the 30 notice for termination. Councilor Boyd seconded the motion.

Council Member	For	Against	Abstain	Absent
Greg Nelson	Х			
John Wood	Х			
Glenn Boyd	Х			
Ethan Funk	Х			
Peggy Lindsey	Х			

g. Discussion and Possible Action Concerning Digital Messaging

Councilor Lindsey would like each councilor to state what they are looking for this year.

Councilor Lindsey thinks international marketing is irrelevant. Ms. Lindsey would like to propose 4-5 part time visitor center employees.

Councilor Funk wants to confine this action to messaging related to COVID-19 and eliminate marketing discussion because the city is in discussion with OTO about marketing.

Councilor Boyd feels like this is marketing and should not be discussed separately from OTO contract negotiations. If city wishes to move away from OTO council should make a motion to do so.

Mayor Pro Tem Wood doesn't care what we call it, but said that this messaging needs to get out as soon as possible. Mr. Wood would like to get a contract group in place, minimally staff the visitor center and get us on the map for tourism this year.

Ms. Drake suggests funding this through regular visitor center GL, let them go negative and then positive again in the future as the LOT fund is replenished.

Mayor Nelson believes we need to do this for the businesses and by extension the residents of the city. If the council needs to vote to halt negotiations with OTO to enact this, then council needs to make a motion to do so. OTO could also bid on the RFP.

Ms. Viner believes that a termination of negotiations needs a notice ahead of time and should not be voted on today.

Mayor Pro Tem Wood made a motion to post the RFP, redacting sections a3, b, c, and d, and amending the proposal deadline to Wednesday next week. Councilor Lindsey seconded the motion.

Kim Davis would like the city to hold off on hiring a city administrator to fund the digital messaging campaign.

Tamara Gulde from Mountain Fever Gifts, says we need to have messaging now, and reactivating the OTO would be the quickest way to get our messaging out there. Council just needs to figure out how to fund it.

Dawn Glanc asked if the letter to OTO was public record and where to access it. Councilor Lindsey has said there is no money, so she would like to see this talked about in more detail.

Ryan Hein believes we do need to do digital marketing, but believes this is being handled poorly. Business owners in the city could handle the digital marketing for a short time since the city says they have no money to fund a digital marketing campaign.

Jen Donovan asked is Jennifer Peterson available to take care of digital messaging for the time-being. Mayor Nelson said she is not.

Council Member	For	Against	Abstain	Absent
Greg Nelson	Х			
John Wood	Х			
Glenn Boyd	Х			
Ethan Funk	Х			
Peggy Lindsey	Χ			

The motion passed unanimously on roll call vote.

h. Consulting PSA - Former City Administrator - deferred by staff

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

Councilor Lindsey would like to postpone this action item for 2 weeks to gather more information.

Councilor Boyd believes many people have sat through the meeting in order to give comment on this issue and we should not put it off completely.

Lynne Evans has done some independent research about pool management companies, two in Denver metro area, two in Ft. Collins. Ms. Evans says a management company will never have the passion for the Ouray Hot Springs like we do, and we should not export the management outside of the community.

Lora Slawitschka is not opposed to the idea, but it is a terrible time to start this discussion.

Kim Davis would like council response on delaying hiring the city administrator. Mayor Nelson said there is already a contract in place to hire a new administrator.

Mayor Pro Tem would like to bring in a business consultant to give objective advice instead of outsourcing the management. Mr. Wood believes there is more the city should do before it looks to outsourcing.

Dee James feels one of the problems is that the pool is struggling with its identity and needs to determine who it wants to be before pursuing a strategy.

Mayor Pro Tem Wood made a motion to table the discussion. Councilor Boyd seconded the motion.

Councilor Boyd agrees with Mayor Pro Tem Wood.

Pam Larson says this pool is one of the city's biggest asset to bring in tourists. City should update what they can while the pool is closed in order to reopen as soon as allowed.

Council Member	For	Against	Abstain	Absent
Greg Nelson	X			
John Wood	Х			
Glenn Boyd	Х			
Ethan Funk	Х			
Peggy Lindsey	Х			

The motion passed on unanimous roll call vote.

j. Discussion and Possible Action Regarding Emergency Budget Reductions

Ms. Drake prepared a presentation for budget adjustments. City employees (except pool employees) are still working from home or with PPE as relevant. Projects and large purchases have been delayed.

Utility payments could be put on forbearance, but that would require contracts with each utility customer. An easier method would be to simply waive fees and allow customers to pay up as they can without an official forbearance. CEDC's request for EQRs to be temporarily dropped is a different request than a forbearance and would materially affect the revenue for the year and would require additional research.

Council had concerns with not striping the parking spots and not applying Mag Chloride as budget cuts and want to strike those items from the budget cuts this round. Since Flume repair money is earmarked as a tax, there is no reason to cut those expenses to save money.

Council also had concerns about cancelling the juvenile diversion fund contribution with school not being in session and kids having free time on their hands.

Lori Leo said the Juvenile Diversion program would still be operating

Ryan Hein with Hinkson Development, river dredging is based on flows

Ben Tisdel County Commissioner wanted to speak in support of the Juvenile Diversion Program.

Council would like to look into a used vehicle for the Ouray Fire Dept, citing safety concerns for the existing vehicle.

Council officially halted the Geothermal Project until further notice.

Council want to halt late fees and interest on utilities until September 30th, 2020. On October 1st, fees and interest will be accrued on current balance starting. Will be presented as an emergency ordinance next regular meeting.

Mayor Pro Tem Wood made a motion to use beautification fund money to purchase flowers and to fund employees to maintain flowers. Councilor Lindsey seconded the motion.

Robert Stouffer, co-chair of the beautification committee, said beautification committee would be ok with not receiving the full amount budgeted.

Council Member	For	Against	Abstain	Absent
Greg Nelson	Χ			
John Wood	X			
Glenn Boyd	Х			
Ethan Funk	Х			
Peggy Lindsey	Χ			

Motion passed on unanimous roll call vote.

Mayor Pro Tem Wood made a motion to approve the numbers presented with the exceptions talked about. Councilor Lindsey seconded. The motion passed on unanimous roll call vote.

Council Member	For	Against	Abstain	Absent
Greg Nelson	Х			
John Wood	Х			
Glenn Boyd	Х			
Ethan Funk	Х			
Peggy Lindsey	Х			

9. DISCUSSION – Future Agenda Items

- Ballot initiatives schedule work session
- Affordable housing
 - Ms. Viner interjected that this topic should not be addressed on Zoom and is tabled until regular meetings are able to be held again.

10. ADJOURNMENT

Councilor Lindsey made a motion to adjourn at 6:12 pm	. Councilor Funk seconded the motion. T	he motior
passed on unanimous vote.		

ATTEST:	Greg Nelson, Mayor	Date
Melissa M. Drake, City Clerk		

CERTIFICATION

neld on April 20, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.	
Dated this 1 st day of May, 2020.	
Melissa M. Drake, City Clerk	

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council

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

ACTING ADMINISTRATOR REPORT FOR 5/4/2020 COUNCIL MEETING Last 2 Weeks

- **COVID-19 Pandemic Emergency** I have sent you updates throughout the weeks.
 - o All City Services are still being provided. Only the Hot Springs Pool has shut down.
 - o Unified Command started meeting once per day on April 27th instead of twice a day.
 - Budget the Leadership Team continues to work on additional recommendations for expense reductions. With the help of Caselle Inc., I hope to have additional financial information at the May 20th meeting.
 - The Board of Health will meet on Tuesday 5/5 to consider recommendations of the Public Health Director regarding long-term recovery. Much work has been done and is continuing on this topic by Unified Command.
- Colorado Governor's Safer at Home Guidelines Summary

WHAT SAFER AT HOME IS

- → Continuing to stay at home as much as possible and if you leave, do it for very specific tasks.
- → For older adults and/or have a chronic condition, you MUST stay at home unless necessary
- → Continuing to wear a facial covering and practice social distancing 6ft.
- → Recreating close to your home no more than 10 miles.
- → Continuing to limit interactions to members of your household
- → Gatherings no more than 10 people

WHAT SAFER AT HOME ISN'T

- → A free-for-all
- An opportunity to leave the house as much as possible and spread the virus to others
- → An excuse to not wear a facial covering or hug or give a handshake
- → Going to the mountains to spend the weekend
- → Conducting unnecessary travel
- → Having parties or get togethers
- → Pick up soccer games or neighborhood BBQ's

#DoingMyPartCO



SAFER AT HOME



Vulnerable populations and older adults must stay at home except when absolutely necessary



Retail businesses open for curbside delivery and phased-in public opening with strict precautions



No group gatherings over 10 people



Restaurants and bars remain closed except for takeout/delivery. Work towards phased reopening.



Critical businesses remain open with strict precautions (social distancing, masks for all employees, more frequent cleanings, etc.)

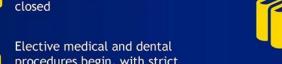
#DoingMyPartCO



SAFER AT HOME



Nightclubs, gyms and spas remain closed





Elective medical and dental procedures begin, with strict precautions to ensure adequate personal protective equipment and the ability to meet critical care needs



Personal services (salons, dog grooming, personal training, etc) will open with strict precautions



K-12 schools remain closed for the 2019-2020 school year



Telecommuting continues for offices. Starting May 4, up to 50% of staff can work in person (with social distancing in place)

#DoingMyPartCO



City of Ouray – Safer at Home – The City of Ouray government has over 50% of non-furloughed staff working in person and maintaining social distancing. Less than 50% are currently telecommuting and providing full service to citizens. We will evaluate this status on May 15th and re-evaluate on May 29th if needed.

- **COP Refinancing** Our contracted financial advisor is dealing with banking institutions who have expressed interest.
- **WWTP** Joe Coleman and I met with JVA and CDPHE prior to the last meeting 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 this meeting.
- **Executive Search Update** KRW has completed the search brochure for the new City Administrator hire. It is attached here. The position has been posted nationally on the following sites:
 - o ICMA
 - Women Leading Government
 - CML
 - o NeoGov
 - Government Jobs
 - IM Diversity
 - KRW Associates

It is also being posted at:

- New Mexico City Managers Assoc
- o Arizona ML
- Utah Assoc of CM
- Wyoming CM Assoc.

We already have a couple applications and some inquiries.

Colorado Kur – Mandy Simpson – An issue arose recently regarding the space at the Hot Springs Pool leased by Colorado Kur. I have spoken with Ms. Simpson. She is now satisfied with direction I have given regarding the leased space. She will pay ½ month's rent for March and she will not be charged additional rent until the pool is able to open and incorporate her business. I will be bringing a contract renewal to Council in the near future.

Public Works April Update

<u>Water</u>

Water Usage Numbers for <u>March:</u>

Influent (Water from spring) – 37,715,585 Gallons Effluent (Water to town) – 13,183,398 Gallons Ice Park – 2,720 Gallons Mineral Farms – 82,500 Gallons

- Replaced broken frost free hydrants at Rotary Park, Fellin' Park and the Dog Park.
- Begin new water sampling plan for CDPHE at Weehawken Spring.
- Fire Hydrant replaced at the corner of Main St. and 6th Ave. City crew upgraded the line that feeds the Fire Hydrant from a 4 inch line to a 6 inch line and put in a new isolation valve.

Sewer

- Continued skimming lagoons of debris when necessary.
- Replaced control floats at Lift Station on Oak Street and cleaned out wet well.
- Had a conference call with JVA regarding the DMR (Discharge Monitoring Report). JVA found errors dating back 5 years in the City's reporting. Below is a summary of next steps and action items:
- WWTF DMR Error Correction Project
 - o JVA to draft cover letter for DMR with language from bottom of DMR reports
 - o Send Aly at CDPHE an example spreadsheet for her approval
 - o After approval, send all spreadsheets to Aly
 - Send spreadsheets to Town indicating which items need to be corrected on NetDMR
- Corrections needed:
 - Plant Hydraulic Capacity This correction will add in a few exceedances.
 - Total Ammonia Correction needed for all 2-year average values.
 - Cadmium Concentration Corrections needed for 2-year average values.
 - Cadmium Loading Corrections needed. One reported exceedance should have been reported as zero or BDL (Below Detectable Limit).
 - Copper Concentration Corrections needed
 - Copper Loading Decimal place errors should be corrected.
 - o Iron Concentration Corrections needed.
 - Iron Loading Decimal place errors should be corrected.
- PNA Letter JVA to finalize responses and submit to the City for review
 - Send official response to Erick Worker at CDPHE
- PEL Response Letter
 - JVA to review CDPHE response letter and determine appropriate level of response

Street

- Swept and cleaned Main St. CDOT will be through with the sweeper to put the final touches on cleaning Main St.
- Graded pool parking lot in effort to improve drainage.

- Spot grade roads throughout town.
- Magnesium Chloride/Lignin Sulfonate will be applied to the City Roads on May 20th and May 21st. A notice will be posted when the time gets closer.
- In the process of getting quotes for striping on Main St parking stalls and curbs.
- Box Canyon Road Improvement Project Started. See attached pictures at end of report.

City Resources

- Continued geothermal monitoring.
- MWAT Spread sheet for upstream conductivity probe. Downloaded data and added to the spreadsheet for DMR report.
- Put in a new customer window at City Hall.
- Painted interior walls at City Hall.
- Prepped and painted bleachers at Fellin' Park.
- Maintenance on all parks equipment including riding mowers, weed eaters and chainsaws.
- Cleaned debris out of Portland Flume. Some large rocks and debris were found in the flume during our monthly inspection.
- Cleaned up limbs and other debris at Rotary Park.
- Painted Ice Rink at Rotary Park.
- Painted the inside of the bathrooms at Fellin' Park.
- Turned on irrigation at Fellin' Park.

Box Canyon Road Improvement Project





















City Resources Department

May 4, 2020

Ouray Hot Springs Pool

Aquatics, front desk staff, some of the pool's maintenance team, and the pool manager remain furloughed. The only pool employees currently working are two maintenance personnel working with staggered schedules to cover the facility seven days per week. Maintenance staff collect daily water samples and deliver samples to labs. They have been cleaning the geothermal pools and completing maintenance tasks in the bathhouse that had been initiated when the Hot Springs Pool was first closed prior to the furlough of employees. These include painting inside the bathhouse, floor maintenance, tile repair inside the bathhouse and in the pools, and other similar tasks that must be completed prior to reopening. I meet with the maintenance staff weekly. Telephone communication occurs as needed throughout the week. Several projects have been delayed to reduce expenses.

The snack shop area was vacated by the previous tenant at approximately the same time as covid-19 restrictions were initiated. The massage space at the pool closed when the public health orders were enacted. The massage space lease states that rent will not be collected during those dates when the pool is closed for fall or spring cleaning. The massage room, and snack shop when it is occupied, use the restrooms and sinks in the locker rooms. There is no plumbing located in the massage rooms. Currently the locker rooms are closed and locked. There is no way to isolate the locker rooms from the lobby, lifeguard, or first aid rooms. It would be difficult to operate the massage center when the rest of the swimming pool is closed. The Snack Shop area may be converted into the admissions location when the pool reopens.

Personnel matters that had arisen prior to closure of the pool facility are being processed while the facility is closed and employees are on furlough.

A draft plan for reopening the Hot Springs Pool is being developed. The plan includes strategies to limit the number of people allowed in the facility, to minimize staff exposure to the public and to each other, safe training of staff, use of protective equipment, frequent disinfection, hours of operation, aquatic activities, and other relevant considerations. Currently there has been little guidance from the State Health Department, the Center for Disease Control, or from the American Red Cross regarding protocols for swimming pools. These are the organizations that regulate swimming pool operation. When these agencies publish guidance for swimming pools that information will be incorporated into the reopening plan for the Ouray Hot Springs. It is likely that reopening will occur in phases with the geothermal pools opened first, and for limited hours, and other pools opened and hours increased as needed and as feasible. It is hoped that furloughed employees will return when the pool reopens. Included in the reopening plan is a training component for orientation of returning staff and training specific to safe operation in this era of corona virus.

Communication has been sent to furloughed employees to let them know that a reopening date has not yet been determined and to assure them that the City is committed to reopening of the Hot Springs Pool.

Hot Springs Pool social media sites are maintained by the City's Event and Communications Coordinator.

Hot Springs Pool membership holders have asked about the City's policy towards extending memberships or refunding memberships that cannot be used while the Hot Springs Pool is closed. While the pool was closed for renovation in 2016/2017 City Council extended those memberships by adding additional months to the memberships at no cost, equal to the number of months the pools was closed.

Box Canon Falls

The Box Canon Falls remains closed. Opening of the trails at the Box Canon Falls might occur before opening the Box Canon Visitor Center. Being outdoors, it is easier to maintain social distance on the trails. The metal staircase and walkway into the waterfalls are both narrow and would not allow two people to pass without being nearer than 6'. If the park is allowed to open staff would caution visitors of the narrow walkways and direct them be respectful of other people's space while visiting the park. Inside the Box Canon Visitor Center all visitors must pass through one door and must pass through a narrow space at the cashier station. Bids are being sought for installation of Plexiglas around the cashier area to protect employees, but this would not alleviate the bottle neck area for customers. There are structural changes that could be made to the facility to allow one way traffic through the building.

Ouray Visitor Center

The Ouray Visitor Center on Main Street has been vacated by the Ouray Tourism Office (OTO). OTO has removed possessions and returned the keys. The organization left the facility clean and in good condition. Remaining contents have been inventoried. The building is checked several times per week to make sure there are no problems inside.

City Hall and Community Center

New paint has been applied to the public hallways at City Hall and the Community Center. Carpets in City Hall will be professionally cleaned while the offices are closed to the public. The kitchens in the Community Center have been deep-cleaned and the kitchen in the San Juan Room is getting new paint.

City of Ouray Police Department

Chief's Report

4/17/20-4/30/20

During the reporting period OUDP responded to:

- 1) Civil Standby
- 1) Report of car camping in city limits
- 3) Alarms
- 1) Harassment complaint
- 1) Check on welfare
- 1) Trespassing complaint at Box Canyon
- 1) Sex offender registry

Additionally officers conducted approximately 185 patrol checks.

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

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



970.325.7211 Fax 970.325.7212 www.cityofouray.com

ACTION ITEMS (May 4, 2020):

Emergency Ordinance 4 Regarding Temporary Utility Bill Relief

Action Requested – Will City Council approve Emergency Ordinance 4 suspending late fees and interest on utility bills through October 10, 2020?

Background – City Council asked staff to develop a plan for relief for utility customers in response to the COVID-19 pandemic. This ordinance is the result of that work.

Recommendation – Staff recommends approval

Consulting PSA – Former City Administrator

Action Requested – Will City Council approve the Professional Services Agreement with High Mountain Services (former City Administrator Justin Perry) to provide ad hoc consulting services if the need arises?

Background – This agreement may be necessary if the Acting City Administrator or a new permanent City Administrator need advice or historical information. It could also be necessary for pending legal issues.

Recommendation – Staff recommends approval

Via Ferrata Management Agreement

Action Requested – Will City Council approve the Management Agreement with the Friends of the Ouray Via Ferrata?

Background – In 2018, City Council entered into an agreement with Friends of the Ouray Via Ferrata (FOVF) to allow them to develop the Ouray Via Ferrata. The FOVF is now asking to manage the course they have built. Many public comments on this agreement have been received and the City Attorney have incorporated some changes based on those comments.

Recommendation – Staff recommends approval

Columbus Building Brick Restoration Agreement – Aplin Masonry of Telluride, Inc.

Action Requested – Will City Council approve the agreement with Aplin Masonry of Telluride, *Inc. for the Columbus Building Brick Restoration?*

Background – An RFP was announced on April 9, 2020 for all interested and qualified parties to perform brick restoration per requirements of Columbus Building PUD and the State Historic Fund. The deadline for response was April 23, 2020 and there was one response. The response from Aplin Masonry of Telluride, Inc. meets all requirements.

Recommendation – Staff recommends approval

Discussion and Possible Retraction of 2019 DMMD and Visitor Center RFP

Action Requested – Will City Council retract the 2019 RFP for DMMD and Visitor Center management?

Background – The RFP was issued in 2019 and City Council chose to begin negotiations with the Ouray Tourism Office. So far, City Council has not reached an agreement with OCRA, dba the Ouray Tourism Office (OTO), even after a 3 month extension of the existing agreement. On March 31, 2020, the extended agreement expired.

Recommendation – City Council decision

Discussion and Possible Action Regarding Digital Messaging RFP Responses

Action Requested – Will City Council approve one of the responses to the RFP for Digital Messaging?

Background – Council directed staff to create and RFP for Digital Messaging services for the City. The RFP was issued on April 22, 2020 and the due date for responses was April 30, 2020 at 3pm. All responses received before the deadline are included in the packet.

Recommendation – City Council decision

Discussion and Possible Approval of a 2 month extension of CrowdRiff Agreement

Action Requested – Will City Council approve a 2 month extension of an agreement with CrowdRiff which was previously held by OTO?

Background – The CrowdRiff agreement with OTO expired April 30, 2020. This agreement provided the OurayColorado.com website with 12 galleries by capturing from social media. A 2 month extension will give the Council time to consider the necessity of this agreement for a longer term.

Recommendation – Staff recommends approval

Application for CEDC Membership

Action Requested – Will City Council appoint Dawn Glanc to the Community Economic Development Committee?

Background – Ms. Glanc previously applied for the committee as an employee of OTO. City Council noted that OTO positions on the committee were filled or reserved and advised Ms. Glanc that she may re-apply as a citizen of Ouray if she wished.

Recommendation – The CEDC currently has 5 members and by code should have 5 to 7. A majority of the current members have recommended that the Council appoint Ms. Glanc.

CITY OF OURAY ORDINANCE NO. 04 (Series 2020)

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO IMPLEMENTING A UTILITY BILL RELIEF PROGRAM WHICH SHALL EXPIRE ON OCTOBER 10, 2020 AND NOT BE INCORPORATED INTO THE OURAY LAND USE CODE.

WHEREAS, the City utility users may have temporary difficulty paying their utility bills on time because Colorado was under stay-at-home orders for the latter part of March and all of April 2020 due to the COVID-19 pandemic;

WHEREAS, City Council wishes to implement a utility bill relief program to allow users of City services to pay their utility bills any time between now and October 10, 2020 with no new late penalties or interest being assessed and no enforcement measures on any unpaid utility bills;

WHEREAS, this program is implemented to provide users of City utilities with some relief from having to pay utility bills on time or incur a late penalty or interest assessment;

WHEREAS, the City of Ouray Municipal Code, 9-16 and 9-17 shall not be enforced in any manner from April 1, 2020 until October 10, 2020; and

WHEREAS, this ordinance is being passed as an emergency pursuant to Ouray Home Rule Charter, 3.6, and Council finds it necessary for the immediate preservation of the public peace, health, and safety due to the City declaring a disaster emergency from the COVID-19 pandemic.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO as follows:

- 1. Effective on April 1, 2020 and continuing until October 10, 2020, any users of City utilities may pay their utility bills at any time without incurring any new late penalties or interest.
- 2. The City shall not initiate any enforcement provisions under City of Ouray Municipal Code, 9-16, 9-17 and 9-18, from April 1, 2020 until October 10, 2020.

- 3. On October 11, 2020, any outstanding utility bills owed to the City shall incur new late penalties and interest and the City may initiate enforcement action for delinquent utility charges.
- 4. Those City utility users who remain able to pay their utility bills on time are requested to do so.
- 5. Council finds this emergency ordinance necessary for the preservation of public peace, health, and safety.
- 6. This ordinance shall take effect upon adoption and be published in full.
- 5. This ordinance automatically expires on October 10, 2020.

INTRODUCED, APPROVED, AND ORDERED PUBLISHED by _____vote of the Ouray City Council this 4th day of May 2020.

CITY OF OURAY, COLORADO

ATTEST:	By Greg Nelson, Mayor
Melissa M. Drake, City Clerk	

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 04 (Series
No. 2020), was introduced, read and passed by the Ouray City Council as an emergency
on May 4, 2020. The Ordinance was published, in full, in the Ouray County Plaindealer on
, 2020.

Melissa M. Drake, City Clerk

CITY OF OURAY

Professional Service Agreement

THIS AGREEMENT is entered into on 4th day of May 2020 by and between:

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

Justin Perry, member of High Mountain Services, LLC, a Colorado limited liability company with its principal place of business being 112 Spruce Court, Ouray, Colorado, (the Contractor).

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

- 1. <u>SCOPE OF CONTRACTOR SERVICES</u>. The scope of Contractor's services during the Consulting Period shall include, but is not necessarily limited to, providing advice and assistance that reasonably falls within Contractor's knowledge and expertise including without limitation City matters to which Contractor has worked on in the past, under direct supervision by and at the City Administrator's sole discretion.
- 2. <u>TERM OF AGREEMENT</u>. The term of this agreement shall begin on the effective date above and will continue until either party terminates the agreement at any time.
- 3. <u>FEES FOR SERVICES</u>. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor a sum of One Hundred and Ten dollars (\$110.00) per hour.
- 4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the period, the hours worked by employee, and the hourly rate charged for that work. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30)

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

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

- i. The Contractor shall procure and maintain Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
- b. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.
- d. The Contractor shall be responsible for any deductible under any policy required above.
- 8. <u>GOVERNMENTAL IMMUNITY</u>. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*.
- 9. <u>INDEMNIFICATION</u>. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented

by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.

- 10. <u>EMPLOYMENT OF ILLEGAL ALIENS</u>. Pursuant to COLO. REV. STAT. § 8-17.5-101, *et seq*, the Contractor certifies the following:
 - a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).
 - d. The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
 - e. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract

with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
- g. If the Contractor violates these illegal alien provisions, the City may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. The City will notify the Office of the Secretary of State if the Contractor violates these provisions and the City terminates this Contract for that reason.
- h. The Contractor shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the City.
- 11. <u>ASSIGNMENT</u>. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
- 12. <u>PAYMENTS BY CITY</u>. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
- 13. <u>LEGAL COMPLIANCE</u>. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.

- 14. <u>FURTHER ASSURANCES</u>. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
- 15. <u>ENTIRE AGREEMENT</u>. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Contractor.
- 16. <u>BINDING EFFECT</u>. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
- 17. <u>SEVERABILITY</u>. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
- 18. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
- 19. <u>WAIVER</u>. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

- 20. <u>COUNTERPARTS</u>. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 21. <u>FACSIMILE SIGNATURES</u>. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
- 22. <u>PRONOUNS</u>. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

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

CITY OF OURAY:	
Greg Nelson, Mayor	
Attest:	
Melissa Drake, Clerk	
CONTRACTOR:	
Justin Perry, Member of High	Mountain Services, LLC

Ouray Via Ferrata Management Agreement

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

Exhibits

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

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

Recitals

- A. The Ouray Via Ferrata ("OVF") is a recreational rock climbing and high angle rigging climbing route and asset, which provides a climbing experience for all user groups which promotes the City's brand as the outdoor recreation capital of Colorado and offers a diverse outdoor experience to all.
- B. The City owns or has use of property as shown on the attached Exhibit A.
- C.—The City and the Board of County Commissioners of Ouray County, Colorado, entered into an Amended Recreational Access Easement Agreement dated September 28, 2009 December 18, 2018 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.-

C.

- D. The City and Eric R. Jacobson are parties to a License Agreement Extension dated May 21, 2018, that concerns permissible uses allowed within the area of Mr. Jacobson's FERC license, which is partially located within the Park, as well as other lands and this Agreement falls within those permissible uses.
- D.E. The City is authorized to grant the rights and create the obligations established by this Agreement.

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

1

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Agreement

I. Scope and Activities

- A. The OVF <u>climbing route</u> 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 ParkProperty. 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:
 - 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.
 - 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).
 - FOVF shall manage the operation and maintenance of the Climbing Route pursuant to their accordance with CEN 16869 Design and Construction of Via Ferratas, ASTM
 - -F2959-18 and the Standards and Specifications contained in Exhibit B. At all times FOVF shall operate and maintain the OVF in accordance with these standards and specifications. The work shall be performed by one who has the knowledge, training, or experience necessary for the operation and maintenance of a via ferrata.
 - c. Such operation and maintenance shall include an annual inspection of the Climbing Route as soon as the weather permits each year which includes rock scaling, clearing vegetation, placement of signs and barricades and any other safety issues which must be addressed for that year, as the parties mutually agree. This annual inspection shall not preclude more inspections throughout the year if necessary, in FOVF's sole discretion and based upon industry standards.

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- d. FOVF shall annually open and close the <u>route_OVF</u> and may open and close areas within the Climbing Route or areas of the Property <u>used for the Climbing</u> <u>Route</u> for use by the public at any time when there is a concern about public safety, in the sole discretion of FOVF.
- e. Despite the inherent risks involved in the public's use of the OVF, FOVF agrees to make public safety a primary concern, and public safety shall be a topic of discussion at FOVF Board of Directors' meetings. FOVF shall review any accidents or incidents to consider safety improvements to the route and report the same to the City within no later than 30 days after an incident or accident. FOVF shall comply with all OSHA regulations concerning reporting incidents, if required. The City is relying solely upon FOVF to recommend and implement safety precautions as necessary.
- f. FOVF has adopted mandatory rules and minimum equipment to access the OVF as set forth in Exhibit C and Exhibit D, respectively. FOVF shall be responsible for updating these mandatory rules and minimum equipment list in accordance with industry standards and ensuring that each OVF user is made aware of the mandatory rules and minimum equipment necessary to access the OVF.
- D. FOVF expressly acknowledges that there are other recreational uses permitted within the Property. The Parties agree to coordinate such other uses of the Property with FOVF and the City shall not unilaterally take any action that will materially interferes 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

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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.V Report

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

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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
- Concessionaire use
- 6. Event outcomes

VII. VI Statutory Protection

- A. The City relies on the protections of the Colorado Recreational Use Statute, COLO. REV. STAT. §33-41-101, et seq. (the CRUS), and the Colorado Governmental Immunity Act, COLO. REV. STAT. §24-10-101 et seq (the CGIA). This Agreement shall be construed, to the extent possible, to allow the full protection of such statutory protections to all parties who have granted easements or permits related to the recreational uses of the City property. FOVF shall operate and maintain the OVF in a manner to ensure the protections of these statutes with regard to recreational users. For example, and without limitation, FOVF shall not charge a fee for use of the OVF by recreational users. Nothing in this agreement shall prevent FOVF from accepting donations from users and/or sponsors or raising funds for future via ferrata route development and maintenance so long as such donations are used in a manner consistent with the terms of this agreement.
- B. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by the City, the City agrees to hold harmless, defend and indemnify FOVF from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any member of the public arising out of or relating to Activities conducted or managed by FOVF.
- C. As stated in Section I-B, above, FOVF has a right to grant permission to use the OVF, and thus for purposes of the CRUS, the City represents and acknowledges that FOVF is an owner as that term is defined at COLO. REV. STAT. §33-41-102(3), and this Agreement shall be construed, to the extent possible, to establish FOVF as such an owner.

VIII VII Agreements and Statutes that Affect FOVF Activities

- A. Any of the events listed below shall not be construed to broaden or increase FOVF's obligations established pursuant to this Agreement without a modification of this Agreement. In addition, the following events may be cause to terminate this Agreement, if the event results in a new or greater obligation for FOVF or the City or materially impacts the City or FOVF's rights or ability to carry out the obligations established by this Agreement:
 - 1. Any change in any agreement referenced in the Recitals, including the inability by the City to renew the easement with Mr. Jacobson which expires on May 31, 2023;
 - 2. Any change in any statute referenced in this Agreement;

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- 3. Any new agreement entered by the City or its agents or assigns;
- 4. Any new statue, 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.VIII Insurance

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

X.

IX Term and Termination

- A. The Term of this Agreement shall be five years, commencing on May 1, 2020 and extending through April 30, 2025.
- B. This Agreement may be terminated prior to expiration of the Term by either party for any of the following causes and pursuant to the following procedure:
 - 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.C. Either party may unilaterally suspend the conduct of an Activity as a result of extreme hazards or extreme safety concerns. The suspending party shall provide no less than fifteen (15) days prior written notice to the other party. Such notice must plainly and clearly explain the Activity to be suspended, the nature of the hazard or safety concern, and the corrective measures required to resume the operation of the suspended Activity. Either party may suspend the conduct of an Activity without prior notice if there exists an immediate threat to health or safety associated with the conduct of such Activity. However, the suspending party shall provide notice of the as soon as practicable after a suspension due to an immediate threat to health or safety. Any suspension of an Activity shall not last longer than

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the minimum period of time reasonably necessary to correct the reason for such suspension.

- C.D. Upon termination of this Agreement, any fixtures installed by FOVF in the Property shall be the property of City.
- D.E. Upon termination of this Agreement, if the City chooses not to operate the OVF, FOVF shall remove the cable bridges and first few sections at the entrance and exit of the route to satisfy safety concerns.

XI. X Miscellaneous

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

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

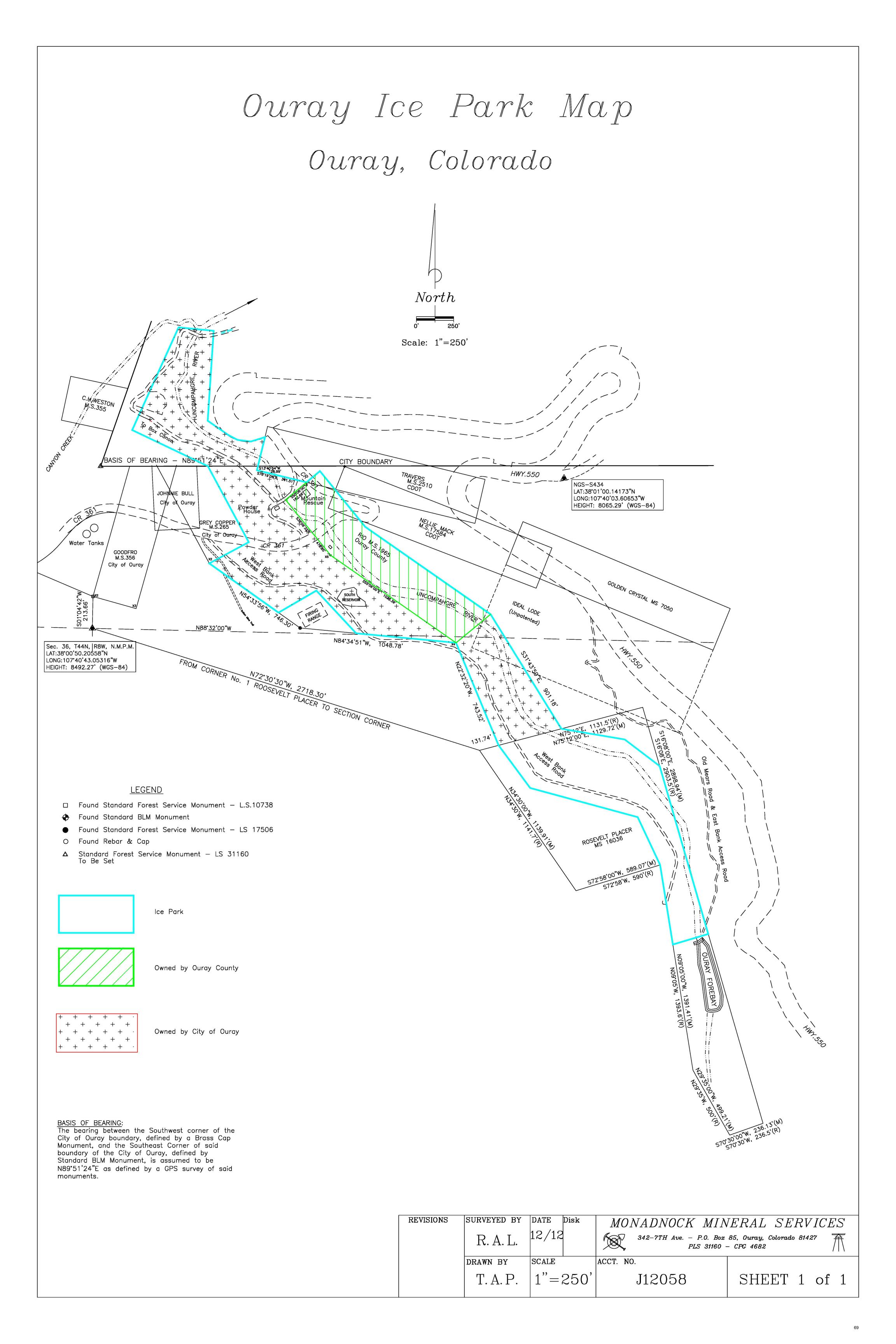
To FOVF: Friends of Ouray Via Ferrata, LLC City of Ouray info@ourayviaferrata.org PO Box 1214 Ouray, CO 81427

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

- 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 Agree-
- 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	Mark Iuppenlatz
Attest	Board of Directors for Friends of the Ouray Via
Aucst	Ferrrata. LLC
Melissa Drake, Clerk	



OURAY UNCOMPAHGRE GORGE VIA FERRATA

STANDARDS & SPECIFICATIONS

SEPTEMBER 4, 2019

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

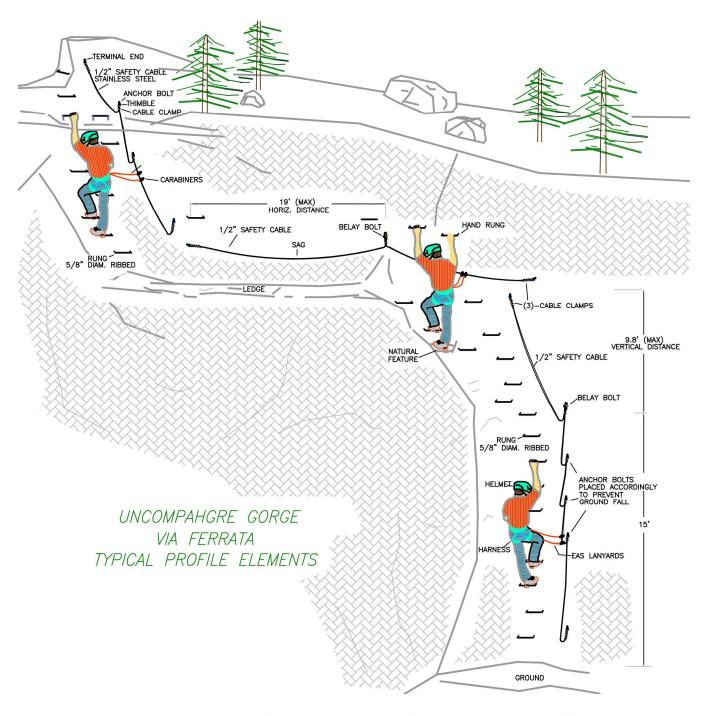
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Appendix B: Calculations Appendix C: Anchor Bolt Pull Testing Report, Systems Components Pull Testing Report Appendix D: Component Certifications Appendix E: Component Manufacturer Installation Specifications Appendix F: Testing, Maintenance, and Inspection Document Aerial Walkways (pending) Appendix G:



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: <u>"Agreement Regarding Development of the Ouray Via Ferrata between City of Ouray and Friends of the Ouray Via Ferrata"</u> 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 <u>must</u> 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 Uncompangre 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 Uncompangre 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"

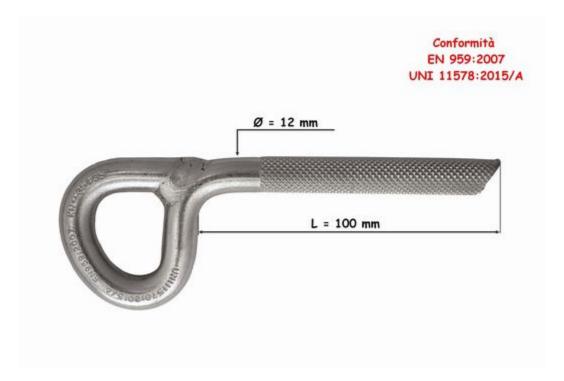


Photo 2: Raumer Masterfix Anchor Bolt: 1/2" diameter x 4 inches length

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:

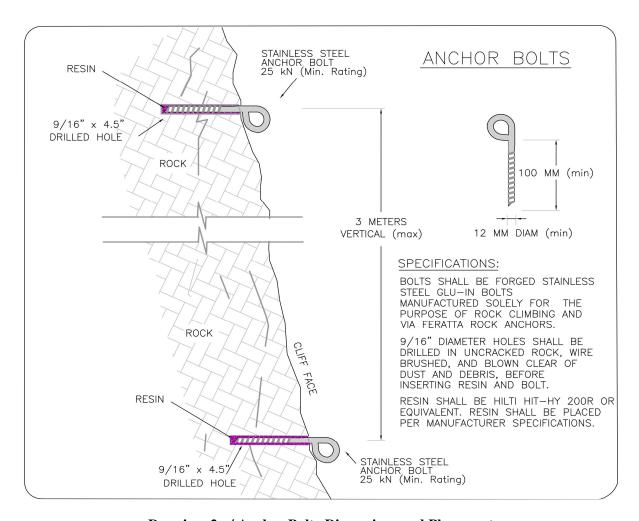
EN16869 axial: 3375 lbs (15 kN) UIAA-123 radial: 5625 lbs (25 kN) axial: 4500 lbs (20 kN) EN-959 radial: 5625 lbs (25 kN) axial: 3375 lbs (15 kN)

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).

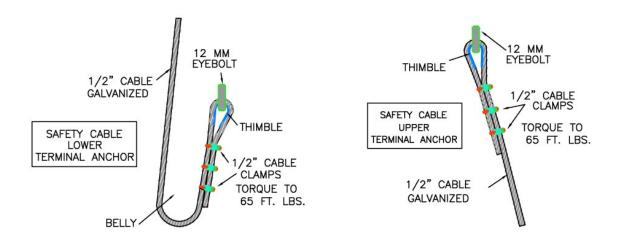
Safety Line Cable

- 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)

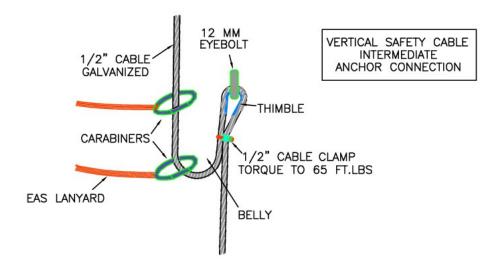
^{*} All terrain steeper than 25° at the Ouray Uncompangre Gorge Via Ferrata shall be protected by the "French" System safety line configuration.

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.				

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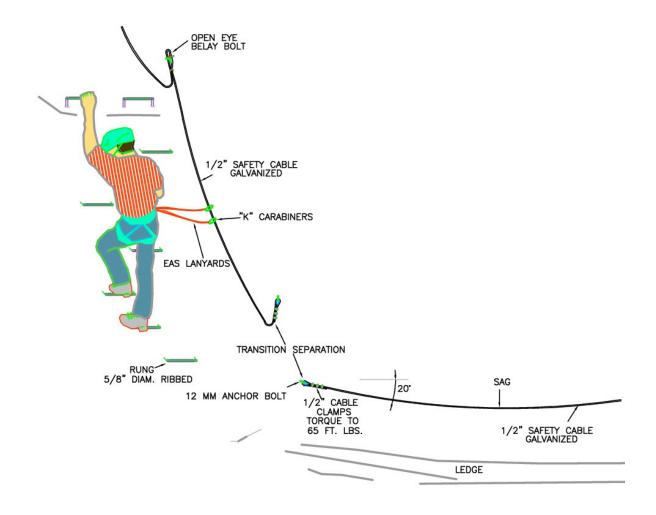
Table 1: Crosby Cable Clamp Torque Requirements



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

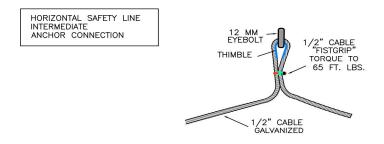
Transition separation to be a maximum distance of 1 meter (39").

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

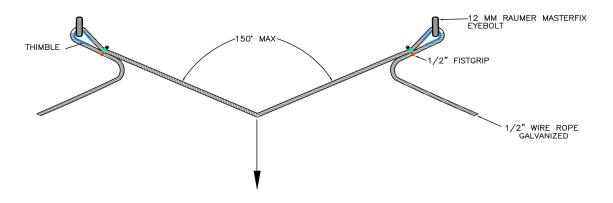
The safety cable shall be attached to all terminal end anchor bolts by means of an eye loop created with a steel thimble and (3) three rated 1/2" cable clamps. "Crosby Fist grip" cable clamps (or approved equivalent) shall be placed per manufacturers' recommendation and torqued to 65 ft. lbs. Protective 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.

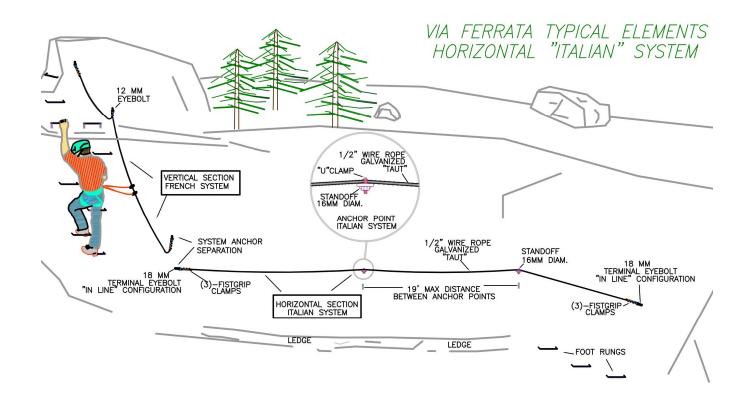
One (1) - 1/2" Crosby rated "Fistgrip" cable clamp shall be placed per manufacturers' instructions and torqued to 65ft.lbs. (88 Nm) Protective steel thimbles will be set tightly in the eye with the "Fistgrip" installed correctly and close to prohibit the thimble from loosening.



HORIZONTAL SAFETY LINE MINIMUM SAG REQUIREMENT (INTERIOR ANGLE)



Drawing 6: Horizontal Safety Cable Configuration (French System)



Drawing 7: Horizontal Safety Cable (Italian System)

Horizontal Sections: <u>Italian System</u> (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

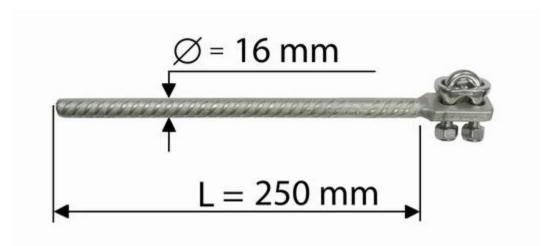


Photo 4: Standoff Clamp for Horizontal Italian System (Raumer Item 459 or approved equivalent)

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.

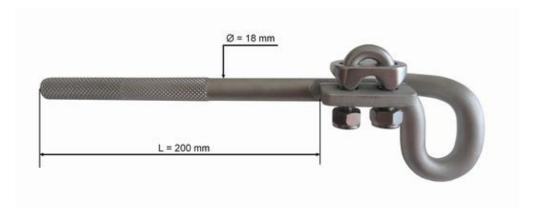


Photo 5: Belay Style Standoff Clamp for Horizontal Italian System (Raumer Item 711)

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.

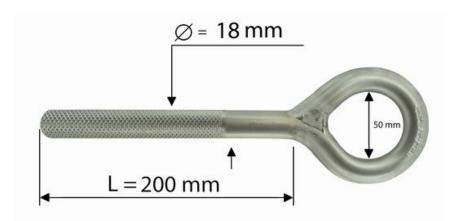


Photo 6: Terminal Eyebolt Anchor for Italian Horizontal System (Raumer Item 343)

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.

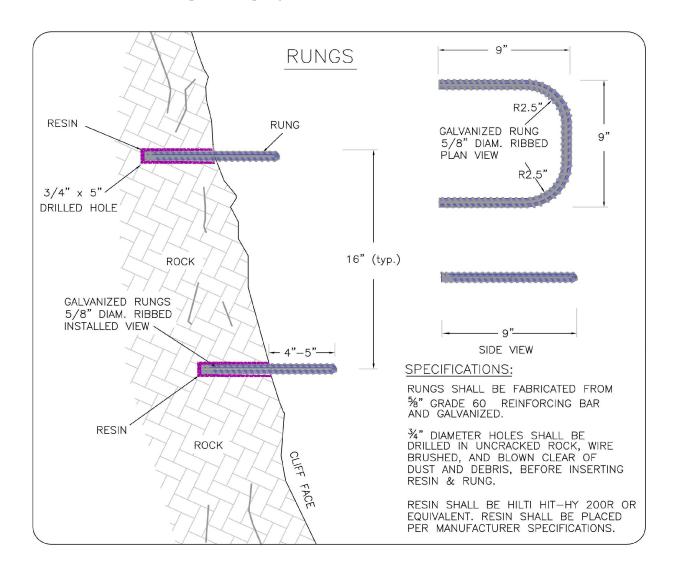
Progression Rungs:

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).

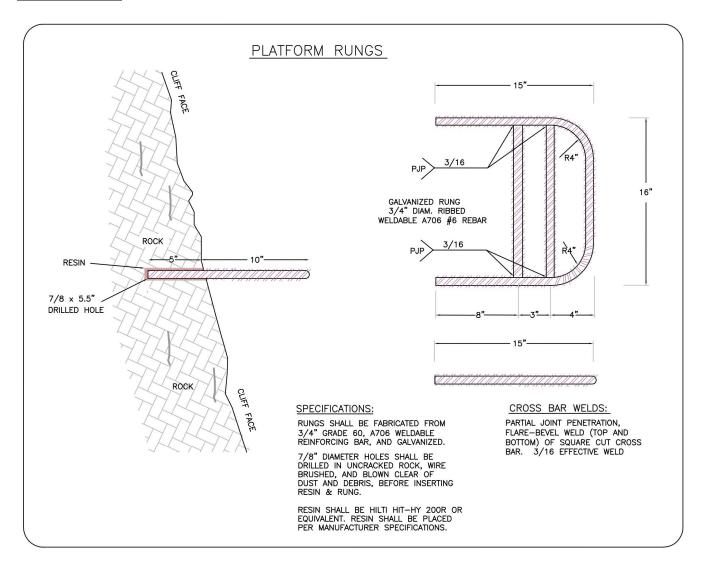
A test rung was installed and tested on August 28, 2019. The rung was pull tested to 405 pounds with no permanent deformation. The rung was pull tested to 5620 pounds with expected deformation but no failure. Any and all rungs on the OUG-VF can be used as an anchor point for belaying. EN16869 4.2.2.1 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:

- 3/4" 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 ¾" (#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" 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 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:

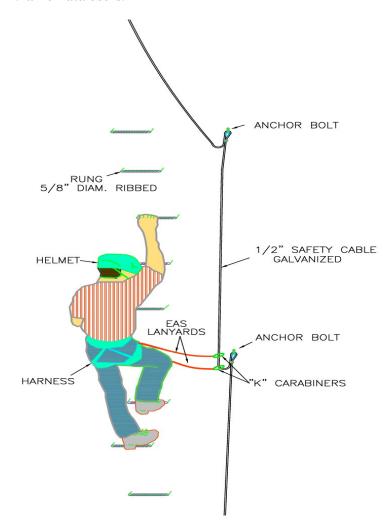
Any additional progression elements shall be installed <u>only</u> upon approval of Project Engineer and shall be included as part of the "As-Built" documentation.

Aerial Walkways:

(3) Three Wire rope walkways will be installed as part of the Ouray Uncompaniere 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 <u>must</u> 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 <u>ONE</u> PERSON ON A CABLE BRIDGE AT A TIME

~ONLY <u>TWO</u> 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.

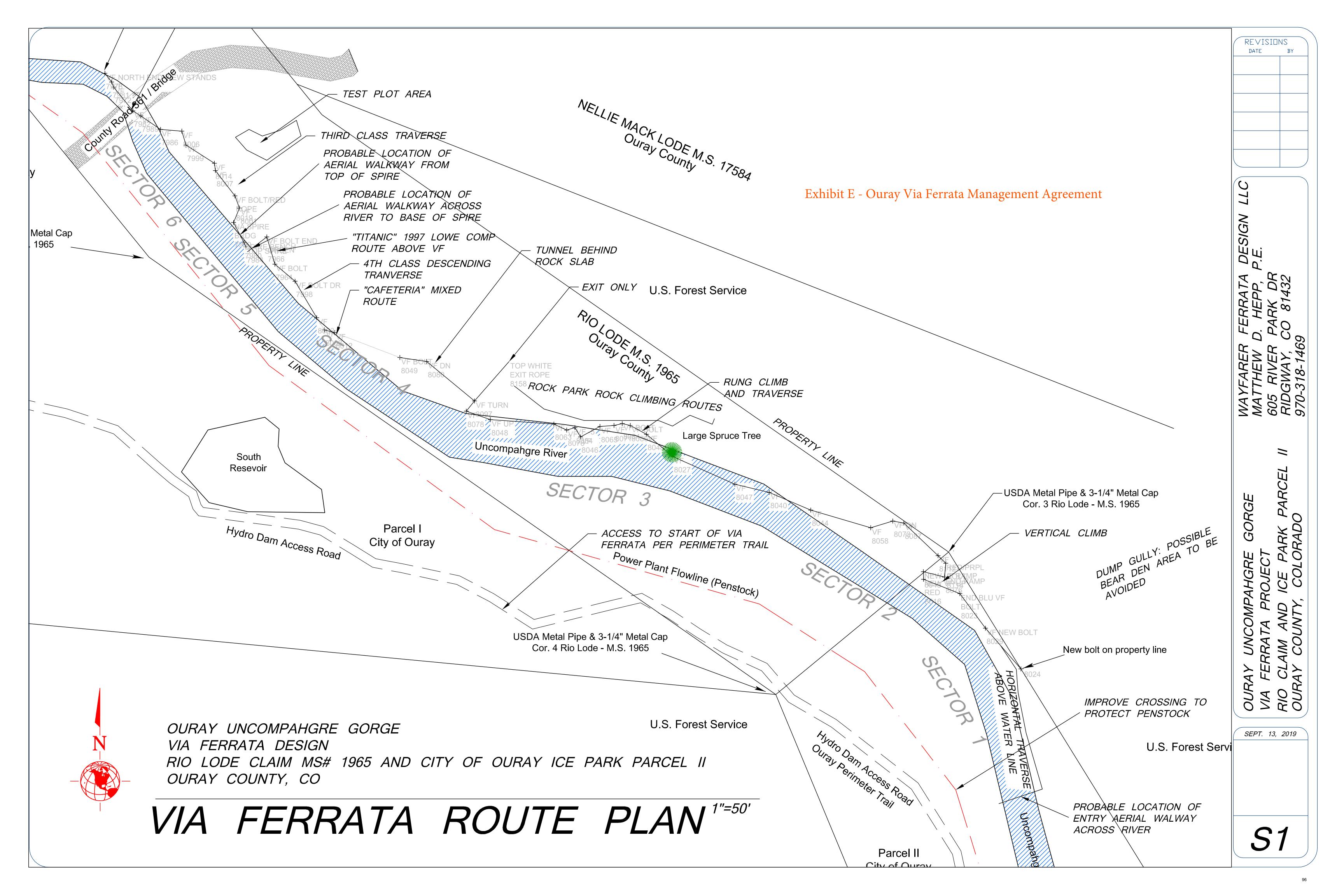
User assumes all risk from use.

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



Public Comment Regarding the Via Ferrata Agreement

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 <u>Climbing Route</u> 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 interferes 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,

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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 statue, 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

our avvia ferrata.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.

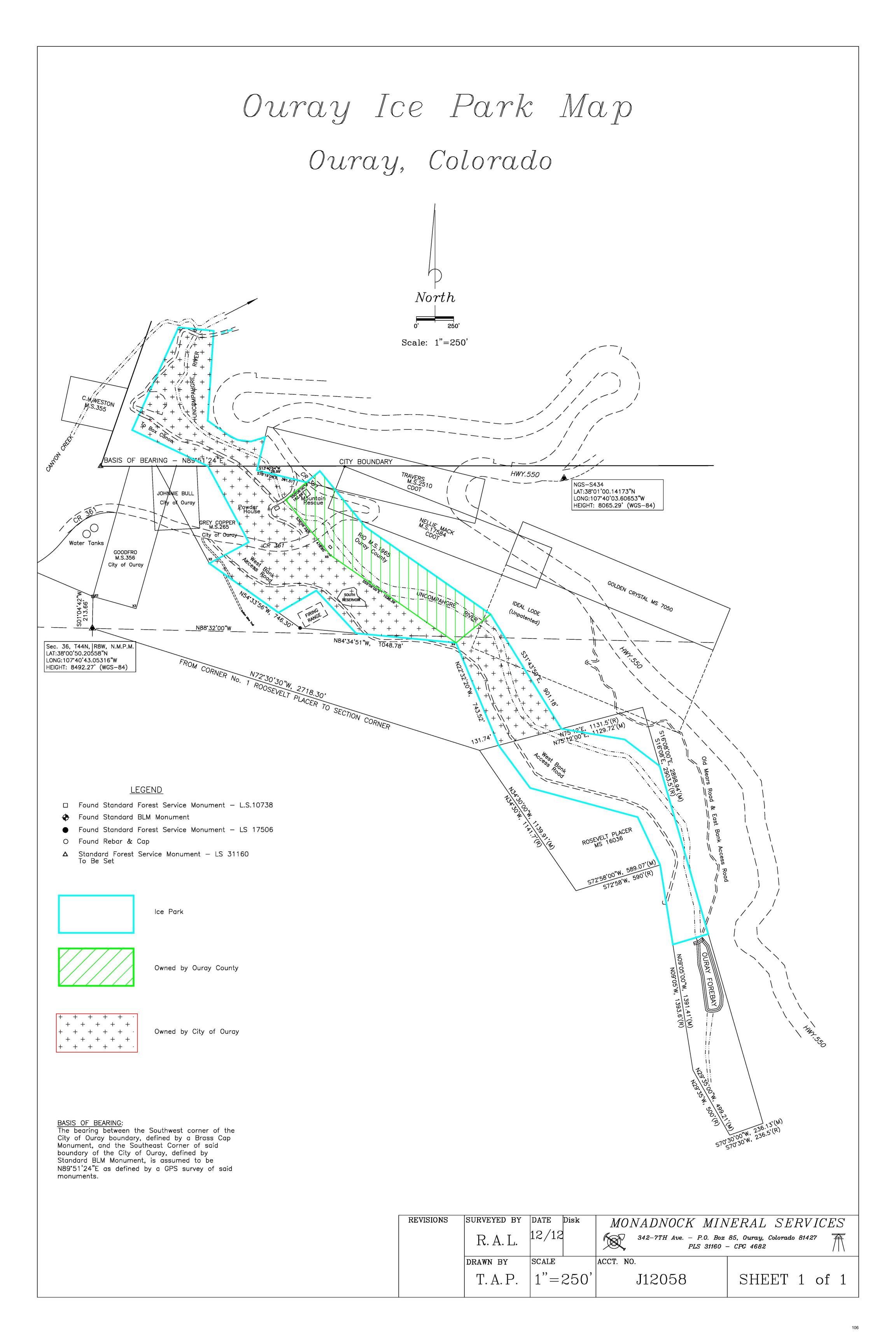
To FOVF:
Friends of Ouray Via Ferrata, LLC
info@ourayviaferrata.org
PO Box 1214
Ouray, CO 81427

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	 Mark Iuppenlatz
	Board of Directors for
Attest	Friends of the Ouray Via
	Ferrrata. LLC
Melissa M. Drake, City Clerk	



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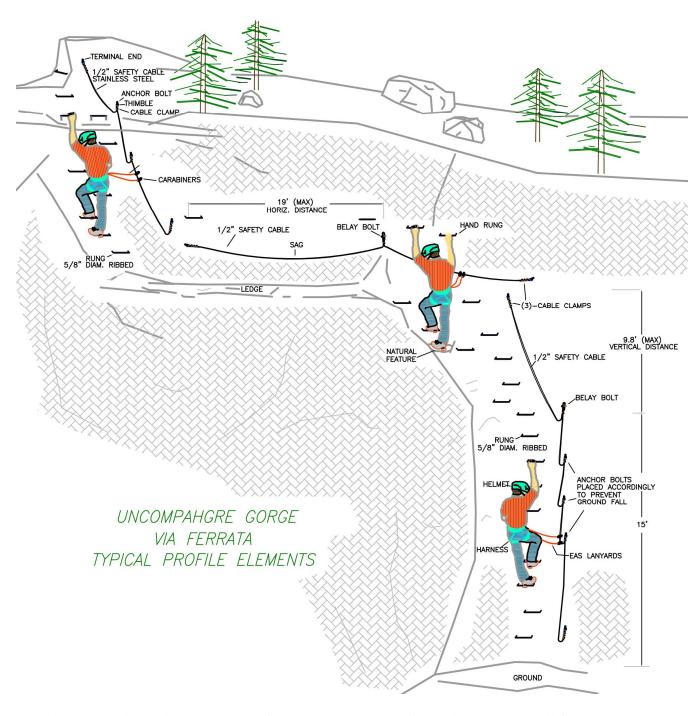
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Drawing 1: Typical Via Ferrata Profile and Element Configuration – "French" System

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: <u>"Agreement Regarding Development of the Ouray Via Ferrata between City of Ouray and Friends of the Ouray Via Ferrata"</u> 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 <u>must</u> 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 Uncompangre 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 Uncompandere 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: 1/2" 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:

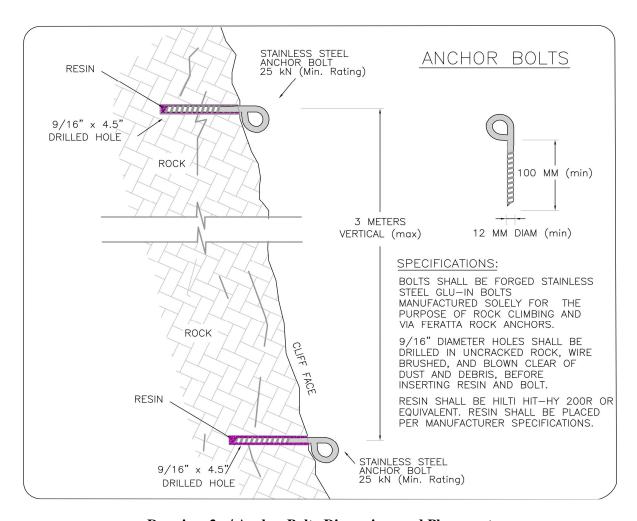
EN16869 axial: 3375 lbs (15 kN) UIAA-123 radial: 5625 lbs (25 kN) axial: 4500 lbs (20 kN) EN-959 radial: 5625 lbs (25 kN) axial: 3375 lbs (15 kN)

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).

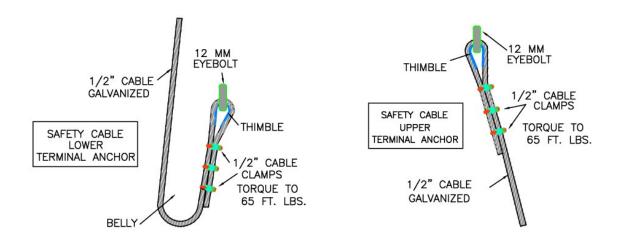
Safety Line Cable

- 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.



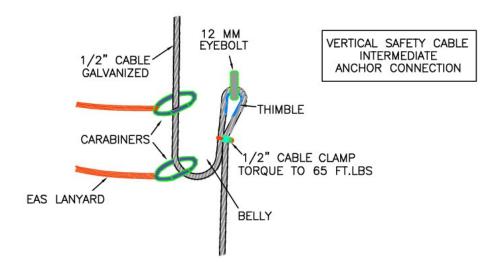
Drawing 3: Safety Cable Anchor Terminal Connections (French System)

^{*} All terrain steeper than 25° at the Ouray Uncompangre 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
clip. See Fig	gure 4.		ck the wire rope, add on	
turnback sh	ould be increa	sed proportiona		
	ning torque val and free of lub		based upon the threads	being
		Commission	© 2013 The Croshy	Cuarra I I

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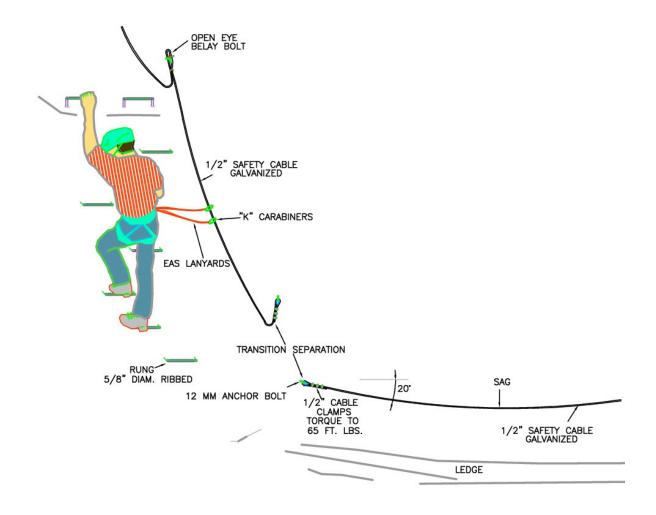
Table 1: Crosby Cable Clamp Torque Requirements



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

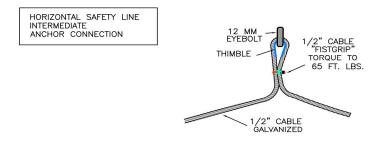
Transition separation to be a maximum distance of 1 meter (39").

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

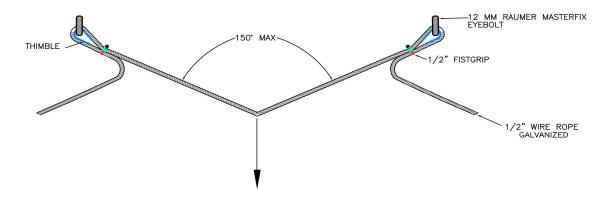
The safety cable shall be attached to all terminal end anchor bolts by means of an eye loop created with a steel thimble and (3) three rated 1/2" cable clamps. "Crosby Fist grip" cable clamps (or approved equivalent) shall be placed per manufacturers' recommendation and torqued to 65 ft. lbs. Protective 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.

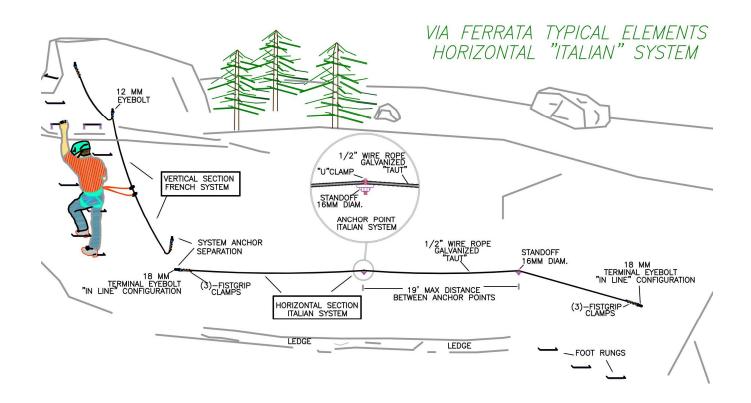
One (1) - 1/2" Crosby rated "Fistgrip" cable clamp shall be placed per manufacturers' instructions and torqued to 65ft.lbs. (88 Nm) Protective steel thimbles will be set tightly in the eye with the "Fistgrip" installed correctly and close to prohibit the thimble from loosening.



HORIZONTAL SAFETY LINE MINIMUM SAG REQUIREMENT (INTERIOR ANGLE)



Drawing 6: Horizontal Safety Cable Configuration (French System)



Drawing 7: Horizontal Safety Cable (Italian System)

Horizontal Sections: <u>Italian System</u> (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

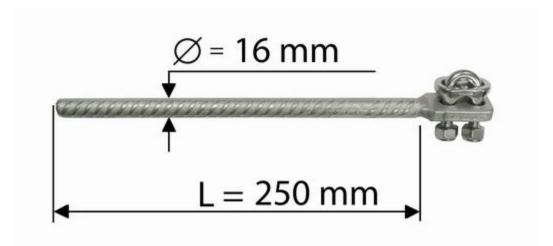


Photo 4: Standoff Clamp for Horizontal Italian System (Raumer Item 459 or approved equivalent)

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.

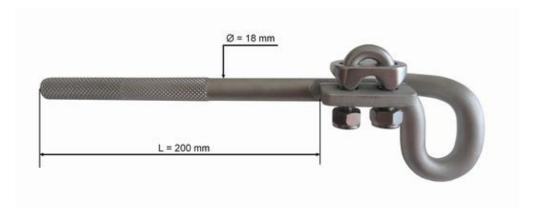


Photo 5: Belay Style Standoff Clamp for Horizontal Italian System (Raumer Item 711)

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.

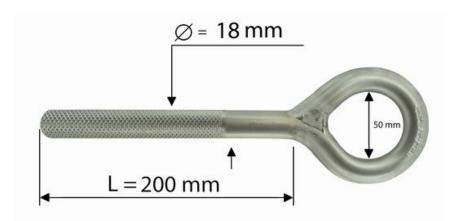


Photo 6: Terminal Eyebolt Anchor for Italian Horizontal System (Raumer Item 343)

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.

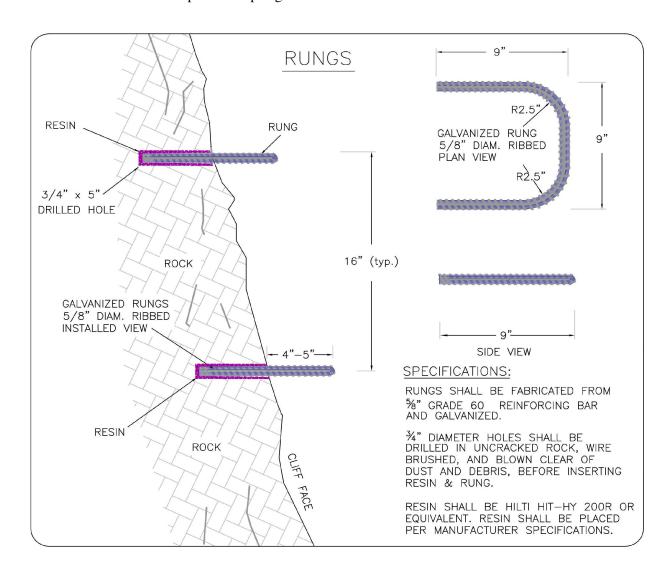
Progression Rungs:

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).

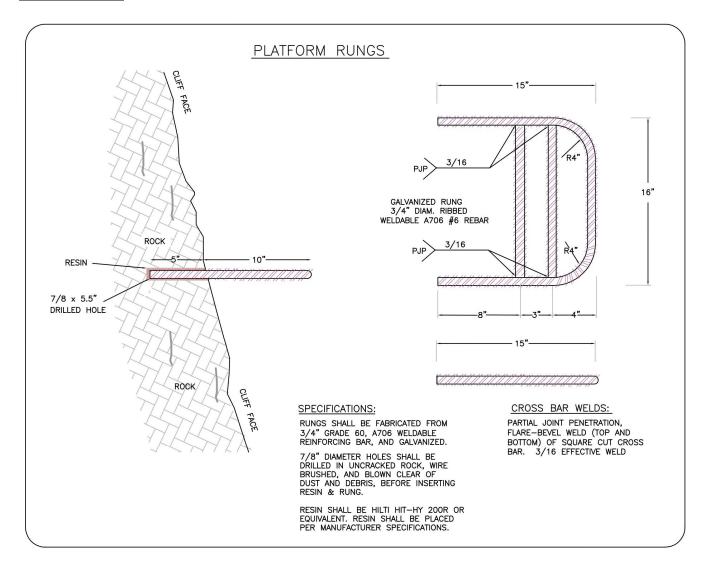
A test rung was installed and tested on August 28, 2019. The rung was pull tested to 405 pounds with no permanent deformation. The rung was pull tested to 5620 pounds with expected deformation but no failure. Any and all rungs on the OUG-VF can be used as an anchor point for belaying. EN16869 4.2.2.1 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:

- 3/4" 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 ¾" (#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" 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 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:

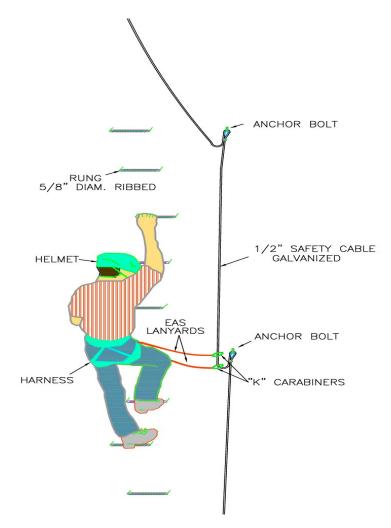
Any additional progression elements shall be installed <u>only</u> upon approval of Project Engineer and shall be included as part of the "As-Built" documentation.

Aerial Walkways:

(3) Three Wire rope walkways will be installed as part of the Ouray Uncompaniere 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 <u>must</u> 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 <u>ONE</u> PERSON ON A CABLE BRIDGE AT A TIME

~ONLY <u>TWO</u> 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.

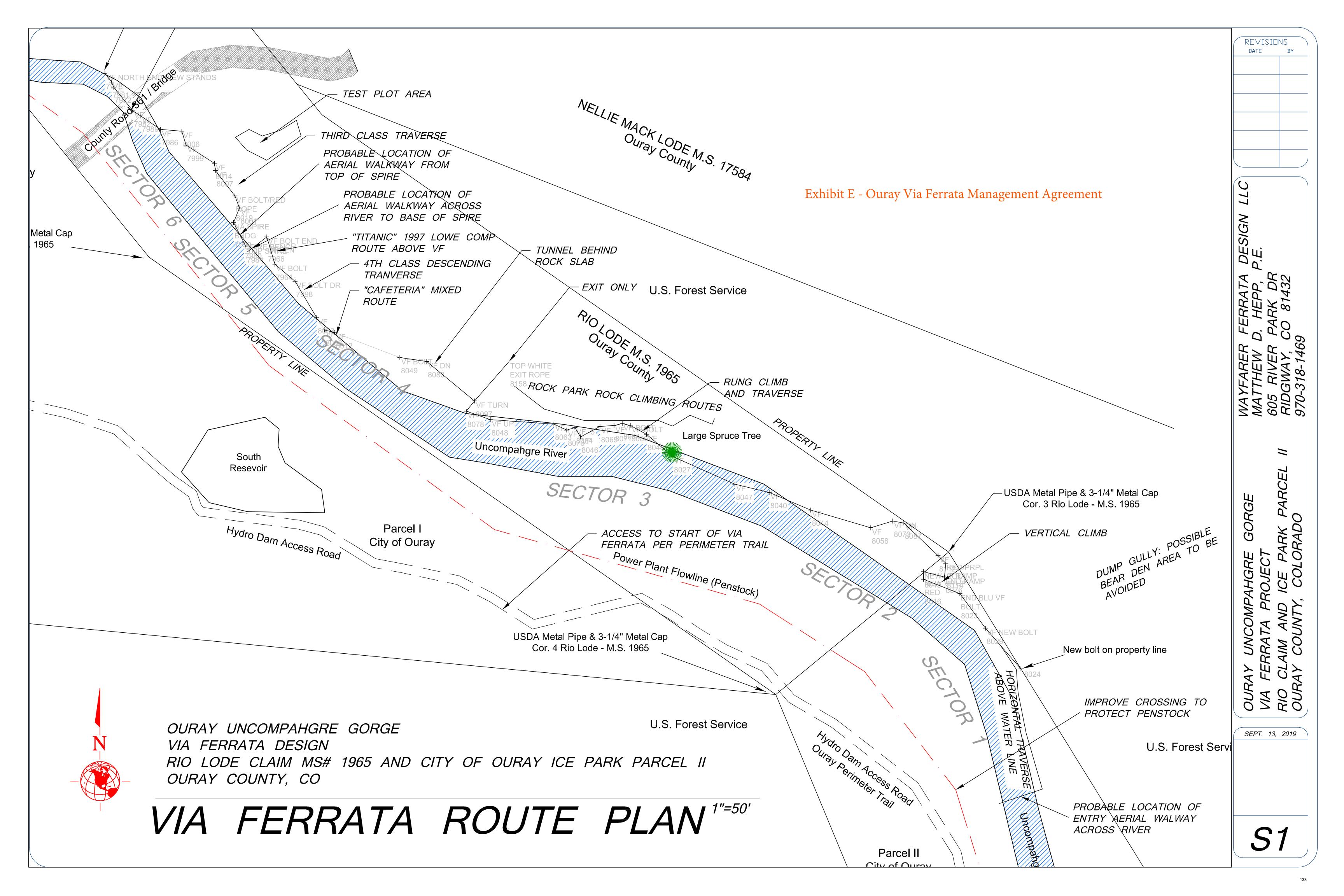
User assumes all risk from use.

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







Access Fund and American Alpine Club Policy on Fixed Anchors

April 27, 2015

Purpose

The purpose of the following joint Access Fund and American Alpine Club Fixed Anchor Policy is to provide the climbing community, partner organizations, community stakeholders, agency officials, and land managers (public and private) with a clear and consistent policy position regarding the placement, maintenance and management of fixed anchors for technical climbing. The Access Fund and the American Alpine Club collectively represent tens of thousands of individuals throughout all fifty United States who access – for climbing – public and private lands. Therefore, the policy statements herein are intended to have broad application on both private and public lands, and on lands with and without federal wilderness designation.

Fixed Anchors Defined

Fixed anchors are defined as climbing equipment (e.g., bolts, pitons or slings) left in place to facilitate ascent or descent of technical terrain (USDA Forest Service, 1999ⁱ). These anchors are a critical component of a climber's safety system. Fixed anchors are typically placed by the first ascentionist on technical ascents and descents (rappels) where removable anchor placements are not viable.

Fixed Anchor Policy

Below is the joint Fixed Anchor Policy for the Access Fund and the American Alpine Club. Policy statements are clarified for two land management designations: 1) lands consisting of "all climbing resources," and 2) those climbing resources that are located on lands that are "designated wilderness."

A differentiation of policy statements between lands that are formally designated wilderness and those that are not designated wilderness is necessary to acknowledge that the Access Fund and the American Alpine Club have been working since 1989 with federal land management agencies to resolve the issue of how fixed anchors should be managed, especially on lands that are designated as wilderness. Moreover, Access Fund and American Alpine Club have negotiated directly with individuals and organizations throughout the environmental community to achieve broad support for a national fixed anchor policy that allows, but appropriately limits, the use of fixed anchors in wilderness.

To further clarify, a vast majority of climbers have not placed fixed anchors, opting instead to climb established climbing routes and avoid the burden of the careful deliberation and labor associated with placing a fixed anchor. Moreover, most climbers favor some form of fixed anchor regulation in wilderness in order to preserve wilderness character. In our experience, concerns about fixed anchors are almost never related to measurable resource impacts that may be associated with the physical placement of these traditional climbing tools, but rather to philosophical convictions.

Fixed Anchor Policy for All Climbing Resources

- 1. Climbing is an appropriate activity and fixed anchors are necessary tools for climbing.
- 2. **Some level of fixed anchor use shall be allowed wherever climbing is allowed,** and that the appropriate level of use should be established on an area-by-area basis. vi
- 3. Fixed anchor maintenance and replacement shall be allowable for existing fixed anchors.
- 4. **Climbers should bear the responsibility**, in accordance with land management regulations, for determining when and where to place and replace fixed anchors, and how to use these tools.
- 5. **Fixed anchors are a significant tool for resource management.** Fixed anchors can be strategically placed to minimize climbing related biophysical impacts that can occur to fragile soils, vegetation, and wildlife. This value is sacrificed if any use of fixed anchors is prohibited.
- Fixed Anchors are a significant tool for managing the climbing experience. Fixed anchors can be
 placed in such a way to improve social conditions, enhance safety, reduce the need for land
 management restrictions and provide outstanding recreational opportunities.
- 7. **Public input is critically important for the management of fixed anchors.** Climbers need to have a voice in managing key elements of the climbing safety system. vii
- 8. Administrative actions regarding fixed anchors should be well substantiated and noticed to the public. Decisions regarding fixed anchors should be grounded in a firm understanding of resource capacity, associated impacts, and acceptable rates of change to the natural and social environment. Fixed anchor management alternatives should be evaluated before any decisions are made to restrict the use of fixed anchors. All administrative changes to the condition of fixed anchors (e.g., removal) should be well-publicized to help mitigate potential negative impacts to climber safety.

Supplemental Fixed Anchor Policy for Federally Designated Wilderness

- 9. Power drills shall not be used for placement of fixed anchors in wilderness.
- 10. Occasional fixed anchors are acceptable in wilderness. viii

- Schuster, R. M., Thomson, J. G., & Hammitt, W. E. (2001). *Rock Climber's Attitudes Toward Management of Climbing and the Use of Bolts*. Environmental Management, 28(3), 403-412.
- Murdock, E.D. (2010). Perspectives on Rock Climbing Fixed Anchors Through the Lens of the Wilderness Act: Social, Legal and Environmental Implications at Joshua Tree National Park, California (Unpublished). Doctoral Dissertation, University of Arizona.
- Reighart, S. (2007). *Rock Climber Perspectives on Management Issues in the Red River Gorge* (Unpublished). Thesis, Ohio State University.
- The majority of climbers support some level of regulation on fixed anchors in general, especially in designated Wilderness.
 - Access Fund (2011) Access Fund NPS Fixed Anchors in Wilderness Survey, at:
 - http://www.accessfund.org/site/c.tmL5KhNWLrH/b.6579193/k.6A95/NPS_Fixed_Anchor_Survey.htm Attarian, A. (1999). *Factors influencing responsible rock climbing behavior* (Unpublished). The American Alpine Club, Golden, CO.
 - Waldrup, R., & McEwen, D. (1994). Rockclimbing and Wilderness; A Study of Climber's Attitudes Toward Wilderness, Climbing Impacts and Regulation. Trends, 31(3), 38-49.
 - Wallace, G. N., & Trench, K. (1996). A Study of Rock Climbers in Joshua Tree National Park: Implications for the Visitor Experience and Resource Protection (VERP) Management Framework (Unpublished). Fort Collins, CO: Colorado State University.
- iv Dolan, T. (2000). Fixed Anchors and the Wilderness Act: Is the Adventure Over? University of San Francisco Law Review, 34, 355-381.
- Value of Climbing is a legitimate and appropriate recreational activity on private lands when authorized and permitted by the landowner; and on public lands managed by local, state and Federal agencies, including on federally managed lands that are designated wilderness. Agencies may establish and implement climbing management actions via legally derived land management plans or other applicable regulatory processes. The climbing community in large part expects relative consistency in approach to climbing management among all agencies.
- vi Surveys of the climbing community show that the vast majority of climbers support this position.

Access Fund (2011) Access Fund NPS Fixed Anchors in Wilderness Survey, at:

- http://www.accessfund.org/site/c.tmL5KhNWLrH/b.6579193/k.6A95/NPS_Fixed_Anchor_Survey.htm vii Specifically for National Park Service administered lands, Director's Order #41 clearly provides that "Wilderness parks with climbing use will exchange information on best practices, work together on service wide implementation, and communicate with stakeholders and wilderness users."
- viii Wilderness fixed anchor management must provide provisions (programmatically or case-by-case basis) to allow climbers some level of control, while in a wilderness setting, to make decisions regarding fixed anchor placements where no other options are available. Such policies allow climbers to make legal, critical decisions regarding personal safety in unforgiving conditions often experienced in rugged wilderness. Only a very small minority of climbers partake in wilderness-based first ascents that involve the placement of fixed anchors; however, the ability of climbers to place a de minimus number of wilderness fixed anchors is a privilege worth protecting because it embodies "outstanding opportunities for solitude or a primitive and unconfined type of recreation" (Wilderness Act of 1964) associated with the purest forms of wilderness exploration.

ⁱ Federal Register, Vol. 64, No 209, Department of Agriculture, 36 CFR Chapter II, Forest Service, *Negotiated Rulemaking Advisory Committee; Fixed Anchors in Wilderness*, at: http://www.gpo.gov/fdsys/pkg/FR-1999-10-29/pdf/99-28219.pdf

ⁱⁱ Studies indicate that the vast minority of climbers (<20% based on site specific samples) have ever placed a bolt. It is reasonable to assume that an even smaller minority of climbers have placed a bolt (hand drilled) in a remote wilderness setting based on documented climber use-patterns.

From: <u>Greg Nelson</u>
To: <u>Melissa Drake</u>

Subject: Fwd: Via Ferrata Draft Agreement

Date: Thursday, April 23, 2020 12:37:48 PM

Attachments: VIA Council Document 2020-Gibbs edits.docx

FYI

Greg Nelson Mayor City of Ouray, Colorado

From: Rigging for Rescue <info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 11:23:35 AM

To: Greg Nelson <nelsong@cityofouray.com>; John Wood <woodkj@cityofouray.com>; Peggy Lindsey <lindseyp@cityofouray.com>; Ethan Funk <funke@cityofouray.com>; Glenn Boyd <boydg@cityofouray.com>; City Administrator <administrator@cityofouray.com>; cav@mastersviner.com>

Cc: Dolgio Nergui <dolgio@gmx.com>; Lance Sullins <lance@peakguides.com>; logan tyler <climbhigh95@gmail.com>; mike@ouraynews.com <mike@ouraynews.com>; info@canyoningcolorado.com <info@canyoningcolorado.com>; Eric Jacobson <eric@ouraynet.com> **Subject:** Via Ferrata Draft Agreement

Hello City Council,

I would like to begin by offering my appreciation to Council for tabling the Draft Agreement for two weeks so that I and others could read the document and offer critical review. I have spent several hours going over the document and have attached to this email my comments. The attached document is in Microsoft Word with track changes. I highlighted areas of the document that I found concerning and then added my own comments to each highlighted item.

I do, however, have additional comments that I wish to make in the text portion of this email.

Mayor Nelson,

At the conclusion of the discussion of the Draft Agreement during the City Council Zoom meeting, you tasked the principals of FOVF to contact interested stakeholders and address any issues, concerns, etc (I am paraphrasing) with the document in question. My critique for you would be that this is akin to advising FCI Construction to reach out to people in Ouray who might have issues with the pool construction. I am not interested in negotiating with the developer. I am interested in being provided an avenue by which to offer my thoughts and critiques to my elected officials.

Councilman Wood,

In your opening remarks prior to hearing from the public, you offered a salvo of sorts expressing weariness of hearing ongoing arguments, griping, etc (again, paraphrasing) from climbers about local recreational resources. With all due respect sir, that is what you signed up for when you ran for elected office.

To All,

I did not want to muddy the waters in the Zoom meeting regarding City permitting, as I thought there would be a better time to weigh in. The question of City permitting was raised and there was collective doubt/ignorance as to what the City has in place. To my understanding the City has no permitting process for recreational uses on City property aside from the Ouray Ice Park agreement. I say this because it is what I was told when I approached the City many years ago on this very topic. Prior to the USFS and City of Ouray land consolidation deal in the Ouray Ice Park vicinity, I was (and still am) a public lands permit holder for conducting rope rescue training seminars on the Ouray Ranger District. When the City purchased the USFS land that I had been utilizing (via permitted use) since 2002, I approached Administrator Rondinelli and inquired about any necessary paperwork for continuing my operations. I learned that no permit system was in existence and that an additional insured certificate from my liability insurance carrier would suffice. And I have faithfully supplied that each and every year since.

The City should be aware, however, that there are many commercial users who regularly utilize City property for commercial gain (e.g. Rotary Park rock climbing, Rigging for Rescue trainings, perhaps Canyoning activities). And I suspect the City is glad to have that business. But absent a permitting process, it can lead to user conflicts. I think that dubbing ourselves the Recreational Capital of Colorado is only going to continue us along the pathway of future user group conflicts unless a comprehensive management plan of the City recreational assets is developed and implemented. At a minimum, confirmation of liability insurance and first aid qualifications should be requisite.

Ironically, the absence of a permitting process has caused me a lot of the heartache on the VF development. Had a permitting process been in place, there would have been a procedure to follow upon receipt of the initial VF development concept. For example, contacting existing stakeholders (i.e. permittees) to address potential conflicts, other interested parties such as Eric Jacobsen or FERC to assess any issues, etc. My point is that this project will just be the next project that the City has to address on a case-by-case basis unless a comprehensive plan is put into place. Prior to engaging in the next recreational Operating Agreement on City land, I would recommend the City take inventory of their existing recreational assets, determine who is using them and for what purposes, and form a rec district with a management plan that takes into consideration all of the core issues of multiple user groups and the like.

With that I will say thank you for your time and consideration. Please see attached doc.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

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.
- 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

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depicted on Exhibit E (Property).

In 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. My concern here is empowering FOVF the ability to grant permission. It is acknowledged that there are other users and uses of the Property, be it Rigging for Rescue activities or historical recreational rock climbing above the VF course. These other activities should not be managed by the FOVF, nor should this Agreement provide power to FOVF to "grant permission" for the activities. I find this section to be in conflict with itself when it assigns ability to grant permission in one sentence and then later on acknowledges lack of exclusivity, as well as responsibility or oversight.

C. Activity or Activities conducted by FOVF on the Property is defined as the follows:

- 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. Section I-B above refers to the Activities described in I-C as being under the purview (or at least implied, by virtue of the statement saying that FOVF is not responsible for oversight except for activities cited in I-C) of FOVF. I suspect high angle rigging is included in this section for the purpose of FOVF's own rigging activities. But that description squarely describes the type of activity that Rigging for Rescue has been conducting on the same property above the VF course since 2002. Again, I am not interested in being under the management of FOVF for our rope rescue training seminar activities that are not on the VF course but are on the same property boundaries, albeit well above the VF course. Perhaps the term high angle rigging could change to something more specific to FOVF needs such as rigging for the purpose on inspection, maintenance, etc, I suspect the citation of "rock climbing" above would also be objectionable to the Ouray Climbers Alliance. There should be no inclusion in the Agreement for management of other users of the Property who are historical stakeholders. The entire initial sales pitch of this project expressly stated the developers would not interfere with or supercede these other user groups. Any mention of rock climbing or high angle rigging should be stricken from the entire document.
 - 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 stand-

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ards 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.

 I am fine with the Climbing Route, but not with "other areas of the Property."

 Recreational rock climbers or Rigging for Rescue courses being conducted well away from the VF Climbing Route should not be subjected to FOVF interpretations of "public safety" issues when we are conducting our activities on the Property.

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

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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. The City should consider language for any paid operations (guiding, paid inspections and maintenance, etc.) to strictly follow OSHA regulations regarding the reporting of incidents and accidents: https://www.osha.gov/laws-regs/regulations/standardnumber/1904/1904.39

- 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 From a legalese standpoint per this Agreement, the "Parties" are the FOVF and the City of Ouray. Why should the Parties be coordinating the activities of recreational users such as rock climbers or RfR seminars when we were assured during initial discussions of this VF project that our use of the Property would not be materially infringed on by the new development? and the City shall not unilaterally take any action that will materially interferes 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

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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.
- 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. This concerns me on many levels: as owner of Rigging for Rescue and as a concerned citizen. This is a big deal to grant FOVF responsibility to manage guided activities, create standards, issue permits, etc. It is well known that principals of FOVF are also principals of San Juan Mountain Guides. Obviously a conflict of interest. Any mention of commercial guiding permits, standards, fees and the like should be stricken from the document. Go ahead and get a Agreement going with FOVF to manage the installation, maintenance, signage, etc of the VF course. But save the commercial guiding piece for a future iteration of the document. The City should manage this element of the VF Agreement to ensure complete transparency and avoid the obvious conflict of interest. If the City did not want to manage it and yet did want to include something in place on commercial guiding, they could consider approaching OIPI to take on this element of the Agreement on a temporary basis. OIPI has a commercial guiding system in place for the Ouray Ice Park. I prefer to see the commercial aspects tabled for now or limited to a requirement of insurance and first aid certs, for example. I recall the FOVF and SJMG principals stating during the "sales pitch" portion of the VF project that permitting, etc of commercial activities would likely happen, but it would be later on after things got rolling. They further stated something along the lines that they would want to see the VF get opened and promoted and suggested no limitations per se on commercial activities until a season or two of use. Including this in the initial Agreement is not in line with what was said at the outset. This is public land and a public recreational use. To grant the permission of commercial activities to a non-profit whose members are also the primary financial beneficiaries of commercial activities through the guide service they own (San Juan Mountain

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.

Guides) is too conflicted by my estimation. It should be removed from the Agreement.

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.

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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. The general public recreating on the VF course should not be subjected to FOVF having the right to grant permission of use. Additionally, the City of Ouray is derelict in their duty, in my opinion, to establish FOVF as an owner of the property. I can see why FOVF wanted to include this so to petter access protection under the Colorado Recreational Use Statute. But as a taxpayer, why should that be my problem? The taxpayers should not be unnecessarily taking on risk created by FOVF. FOVF needs some skin in the game and responsibility of this installation that they put in on public land. An example of why this is a problem is the recent Near Miss event involving the Bi-Polar spire. The VF course is not even open for business yet, but the developers have had a significant incident in the form of toppling the billboard feature of the course. I am frankly alarmed that the City has not asked for a pause in the operations of the installation to further investigate this event. Thousands of tons of rock associated with the VF course spontaneously collapsed. A worker was suspended by the cable rigged to the summit of the collapsed spire just a day or two prior to it collapsing. Imagine if it collapsed while they were suspended from the cable? A fatality may have occurred. As a City of Ouray taxpayer, I do not want to take on additional responsibility or legal risk for such events. The developer should be accepting those risks.

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 orassigns;
 - 4. Any new statue, law, or other applicable regulation; or

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- 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 I would recommend three years to start and then renew from there. Five years is a long time for a pilot project like this. Get the VF open, assess annually how the operation is running and the relationship with FOVF, etc. and then renew to a longer term at the conclusion of the initial Agreement term. It should be shorter. 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

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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 City of Ouray

To the City:

info@ourayviaferrata.org

Attn: City Administrator

PO Box 1214 Ouray, CO 81427 PO Box 468 Ouray, CO 81427

The failure by a party to require performance of any provision of this Agreement shall not I. constitute a waiver of such provision and shall not affect the overall validity of this Agree-

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: FOVF For: City of Ouray

Mayor Greg Nelson

Mark Iuppenlatz

Attest

Board of Directors for Friends of the Ouray Via

Ferrrata. LLC

Melissa M. Drake, City Clerk

From: <u>Carol Viner</u>

To: Peggy Lindsey; Glenn Boyd; Ethan Funk

Cc: Melissa Drake

Subject: FW: Via Ferrata Draft Agreement

Date: Thursday, April 23, 2020 3:51:29 PM

FYI - The below email will also go in the packet but you should be aware of it.

Carol A. Viner Viner Law 1104 S. Townsend Ave Montrose, CO 81401 970.208.9418

STATEMENT OF CONFIDENTIALITY & DISCLAIMER

The information contained in this e-mail message is attorney privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone 970-208-9418 or reply by e-mail and delete or discard the message. Thank you.

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From: John Wood <woodkj@cityofouray.com>

Sent: Thursday, April 23, 2020 3:44 PM

To: Rigging for Rescue <info@riggingforrescue.com>; Carol Viner <cviner@cvinerlaw.com>

Cc: Greg Nelson <nelsong@cityofouray.com> **Subject:** Re: Via Ferrata Draft Agreement

Mike,

Had any citizen been concerned about this Developer being allowed to engage the City in a Contract such as the one before Council; it should have been, and I believe was addressed last year by the prior Council. Once that step was taken it does not fall to this Council to open the ensuing contract negotiation up to full critique and access, to the entirety of the public sector. Council refers it to Legal Council who prepare a contract that is construed with the best interest of the City. It then comes back to Council as a recommendation to either accept or reject by Staff. It is presumed that all other issues have been addressed. This stage is merely a formality. That said, we took into consideration your concerns and have extended the time for Citizen input. But everything in this contract is identical to the one with OIPI. Except that the City has more latitude to direct policies and rules in this contract. As you are a BOD for OIPI I find it difficult to understand how this contract should be prescribed differently than yours (OIPI)? To do so and to enact greater constraints on this contractor will ultimately be

transcribed to the renewal contract for OIPI in the coming year.

John

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 1:15 PM
To: John Wood <woodkj@cityofouray.com>
Cc: Greg Nelson <nelsong@cityofouray.com>
Subject: Re: Via Ferrata Draft Agreement

Hello John-

I appreciate your detailed reply. Very much.

But to clarify a key theme in your email: this is not Show Friends, it is Show Business. Not personal as you hypothesized, John. Strictly business.

I am satisfied that the VF route is installed where it is installed. And Mark, Nate, Matt Hepp, et al were true to our verbal agreement that I would be given an opportunity to weigh in on any potential conflict areas. We took a tour and there were none. I was and am satisfied with the VF route location.

What perturbed me initially (approximately 3 years ago) was when the City Council first had the VF proposal on an Agenda and immediately passed it that same meeting. I read about it in the Plaindealer later that week. That was aggravating and I expressed my dissatisfaction at a follow-up City Council meeting a few weeks later, encouraging the City to develop a rec district, identify stakeholders, and the like. And encouraging them to at least wait one Council Meeting cycle before passing such a thing to allow those not in attendance to review and weigh in.

I am perturbed on this round because once again a substantive City decision regarding the VF finds itself on the City agenda (and recommended to be passed) with no inclusion of stakeholders. Why? Perhaps you would repeat your citation of this being business between City staff and the developer, etc. It sure seems to me that given the City's lack of subject matter expertise on such items- such as the installation and management of a potentially risky activity - that they would seek out public opinion, third party advice and the like. And that the City and Developers would also circle back to the previously identified stakeholders and confirm that there are no critical issues with the language of the Agreement insofar as adversely affecting their use. But that did not happen. And lacking a legal degree, I have some doubts as to whether or not powers granted to FOVF may or may not have adverse effects on our operations or recreational climbing.

I am not anti-VF. I am anti what feels like a railroaded process to gift public land to a

private enterprise. I am very much opposed to such a thing without considerable vetting and input from stakeholders and the citizenry.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

On Thu, Apr 23, 2020 at 12:47 PM John Wood <<u>woodkj@cityofouray.com</u>> wrote:

Mike,

First let me address the latter portion of your email. I fully agree that the City Of Ouray should have, long before designating themselves the Outdoor Capital of Colorado; actually taken substantive, structural, procedural and organized steps to implement not only a Parks but an Outdoor Assets Master Plan. That such a plan should have included permitting for recreational uses guided by commercial entities, permitting for commercial activities for instruction and also for general profit based endeavors is without question. Unfortunately prior administration and Councilors were asleep at the wheel in many aspects of governance and planning; let alone this one. The revenue potential alone should have given them cause to pursue such a Master Plan. The benefit it would have given to OIPI, FOVR, Rigging for Rescue etc etc would have been invaluable. I am surprised that leaders in the Outdoor Rec Community here in Ouray didn't do more to push for such a plan sooner.

I for one would entertain such a plan being developed as part of our forthcoming Community Plan; and believe they have addressed just such a strategy.

With regard to your concerns with the contract. There are two lines of reason to follow

here. A) Contracts between the City and other parties are by necessity open to review by the public. As is the case with all contracts from City Admin hiring to OIPI agreements. However, the contents of such and the legal implications are subject to the judgment of the Council and Legal Council. They may not always be available to, nor is it always required; that pubic be given authority to change those agreements. That power rests with people at each election cycle. B) when such contracts are granted as in this case to entities that are acting as agents of the City (OIPI/ FOVF) those contracts become something of a precedent setting mechanism. In this case the contract used is very much similar to the one with OIPI. To be fair it actually gives the City far more authority over final decision making in regards to rules, and policies than the OIPI contract currently in use.

I am concerned that you feel you have not been included in this process. It has been conveyed to me by many parties that as early as 3 years ago Rigging For Rescue was included in the conceptual and final route planning of the VF. That to this end no area used by Rigging for Rescue will be conflicted, abridged or infringed upon by the VF route. If this is not the case then we need to review the route once more. If the conflict is simply in the approach to used routes by VF and Rigging for Rescue; I do not feel that is sufficient grounds to deny the entire Ouray Community access to this project and the subsequent potential benefits of its completion and opening.

Regarding my comments at the opening of the discussion in the meeting Monday past; As I am not a climber in the Ouray Community, but am heavily invested not only financially but personally in the success of Ouray; I have tried over the past 4 years to review the various contracts, discussions, committees, etc etc that have been focused on the climbing community; with an objective and impartial perspective. And from all of that it occurs to me that there exists some conflict between Nate Disser, Mark Upenlatz, Frank Robertson, Dan Chehayle, Kevin Kopric and you; that goes back many years, is unresolved and has cost the City, Community, and Climbing Community not only thousands of hours of time but also many thousands of dollars of resources. And while the Climbing enterprise here in Ouray does not make up a full 20% of total business in Ouray; the resources applied to manage this conflict between the handful of you has been greatly outsized in proportion. That while all of us are more than willing to provide equal and ample support in planning, development, creation, and expansion of that climbing enterprise for All Climbers; I for one am over tired of the City and the Community at large being repeatedly flung into the middle of your personal spat.

To conclude, The entire Climbing Community have been given repeated and full access to the entire Via Ferrata development process. The OIPI, OCA, Rigging for Rescue, and any individual climbers that chose to engage, were all invited to participate not only in route setting, but in foundational and conceptual approval of a Via Ferrata here in Ouray. None have materially objected to a Via Ferrata. Even now, it appears to only be again, a small

handful of people taking personal issue with the operators of the VF. Which leads me to the conclusion that the Via Ferrata is a positive addition to the Climbing enterprise here in Ouray. The contractual management of which has been worked out in contract by City Legal Council, reviewed by the people, and unless materially detrimental to the City of Ouray shows no justifiable reason to be abandoned or altered.

Sincerely,

K John Wood Mayor ProTem.

City of Ouray Ouray, CO

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 11:23 AM

To: Greg Nelson <nelsong@cityofouray.com>; John Wood <woodkj@cityofouray.com>; Peggy Lindsey lindsey lindseyp@cityofouray.com>; Ethan Funk <funke@cityofouray.com>; Glenn Boyd <box>doydg@cityofouray.com>; City Administrator <administrator@cityofouray.com>; cav@mastersviner.com <cav@mastersviner.com>

Cc: Dolgio Nergui <<u>dolgio@gmx.com</u>>; Lance Sullins <<u>lance@peakguides.com</u>>; logan tyler <<u>climbhigh95@gmail.com</u>>; <u>mike@ouraynews.com</u> <<u>mike@ouraynews.com</u>>; <u>info@canyoningcolorado.com</u> <<u>info@canyoningcolorado.com</u>>; Eric Jacobson <<u>eric@ouraynet.com</u>>

Subject: Via Ferrata Draft Agreement

Hello City Council,

I would like to begin by offering my appreciation to Council for tabling the Draft Agreement for two weeks so that I and others could read the document and offer critical review. I have spent several hours going over the document and have attached to this email my comments. The attached document is in Microsoft Word with track changes. I highlighted areas of the document that I found concerning and then added my own comments to each highlighted item.

I do, however, have additional comments that I wish to make in the text portion of this email.

Mayor Nelson,

At the conclusion of the discussion of the Draft Agreement during the City Council Zoom meeting, you tasked the principals of FOVF to contact interested stakeholders and address any issues, concerns, etc (I am paraphrasing) with the document in question. My critique for you would be that this is akin to advising FCI Construction to reach out to

people in Ouray who might have issues with the pool construction. I am not interested in negotiating with the developer. I am interested in being provided an avenue by which to offer my thoughts and critiques to my elected officials.

Councilman Wood,

In your opening remarks prior to hearing from the public, you offered a salvo of sorts expressing weariness of hearing ongoing arguments, griping, etc (again, paraphrasing) from climbers about local recreational resources. With all due respect sir, that is what you signed up for when you ran for elected office.

To All,

I did not want to muddy the waters in the Zoom meeting regarding City permitting, as I thought there would be a better time to weigh in. The question of City permitting was raised and there was collective doubt/ignorance as to what the City has in place. To my understanding the City has no permitting process for recreational uses on City property aside from the Ouray Ice Park agreement. I say this because it is what I was told when I approached the City many years ago on this very topic. Prior to the USFS and City of Ouray land consolidation deal in the Ouray Ice Park vicinity, I was (and still am) a public lands permit holder for conducting rope rescue training seminars on the Ouray Ranger District. When the City purchased the USFS land that I had been utilizing (via permitted use) since 2002, I approached Administrator Rondinelli and inquired about any necessary paperwork for continuing my operations. I learned that no permit system was in existence and that an additional insured certificate from my liability insurance carrier would suffice. And I have faithfully supplied that each and every year since.

The City should be aware, however, that there are many commercial users who regularly utilize City property for commercial gain (e.g. Rotary Park rock climbing, Rigging for Rescue trainings, perhaps Canyoning activities). And I suspect the City is glad to have that business. But absent a permitting process, it can lead to user conflicts. I think that dubbing ourselves the Recreational Capital of Colorado is only going to continue us along the pathway of future user group conflicts unless a comprehensive management plan of the City recreational assets is developed and implemented. At a minimum, confirmation of liability insurance and first aid qualifications should be requisite.

Ironically, the absence of a permitting process has caused me a lot of the heartache on the VF development. Had a permitting process been in place, there would have been a procedure to follow upon receipt of the initial VF development concept. For example, contacting existing stakeholders (i.e. permittees) to address potential conflicts, other interested parties such as Eric Jacobsen or FERC to assess any issues, etc. My point is that this project will just be the next project that the City has to address on a case-by-case basis unless a comprehensive plan is put into place. Prior to engaging in the next recreational Operating Agreement on City land, I would recommend the City take inventory of their existing recreational assets, determine who is using them and for what purposes, and form a rec district with a management plan that takes into consideration all of the core issues of multiple user groups and the like.

With that I will say thank you for your time and consideration. Please see attached doc.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

From: <u>Carol Viner</u>
To: <u>Melissa Drake</u>

Subject: FW: Via Ferrata Draft Agreement

Date: Thursday, April 23, 2020 3:53:23 PM

Attachments: VIA Council Document 2020-Gibbs edits.docx

Melissa:

The below email and this attached comment, as well as the emails between John wood and Mr. Gibbs and Mr. Koprek and any other comments that come in. Thanks.

Carol A. Viner Viner Law 1104 S. Townsend Ave Montrose, CO 81401 970.208.9418

STATEMENT OF CONFIDENTIALITY & DISCLAIMER

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From: Rigging for Rescue <info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 11:24 AM

To: nelsong@cityofouray.com; woodkj@cityofouray.com; lindseyp@cityofouray.com; funke@cityofouray.com; boydg@cityofouray.com; administrator@cityofouray.com; cav@mastersviner.com

Cc: Dolgio Nergui <dolgio@gmx.com>; Lance Sullins <lance@peakguides.com>; logan tyler <climbhigh95@gmail.com>; mike@ouraynews.com; info@canyoningcolorado.com; Eric Jacobson <eric@ouraynet.com>

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basis unless a comprehensive plan is put into place. Prior to engaging in the next recreational Operating Agreement on City land, I would recommend the City take inventory of their existing recreational assets, determine who is using them and for what purposes, and form a rec district with a management plan that takes into consideration all of the core issues of multiple user groups and the like.

With that I will say thank you for your time and consideration. Please see attached doc.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

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.
- 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).

In addition, 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. My concern here is empowering FOVF the ability to grant permission. It is acknowledged that there are other users and uses of the Property, be it Rigging for Rescue activities or historical recreational rock climbing above the VF course. These other activities should not be managed by the FOVF, nor should this Agreement provide power to FOVF to "grant permission" for the activities. I find this section to be in conflict with itself when it assigns ability to grant permission in one sentence and then later on acknowledges lack of exclusivity, as well as responsibility or oversight.

Activity or Activities conducted by FOVF on the Property is defined as the follows:

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. Section I-B above refers to the Activities described in I-C as being under the purview (or at least implied, by virtue of the statement saying that FOVF is not responsible for oversight except for activities cited in I-C) of FOVF. I suspect high angle rigging is included in this section for the purpose of FOVF's own rigging activities. But that description squarely describes the type of activity that Rigging for Rescue has been conducting on the same property above the VF course since 2002. Again, I am not interested in being under the management of FOVF for our rope rescue training seminar activities that are not on the VF course but are on the same property boundaries, albeit well above the VF course. Perhaps the term high angle rigging could change to something more specific to FOVF needs such as rigging for the purpose on inspection, maintenance, etc, I suspect the citation of "rock climbing" above would also be objectionable to the Ouray Climbers Alliance. There should be no inclusion in the Agreement for management of other users of the Property who are historical stakeholders. The entire initial sales pitch of this project expressly stated the developers would not interfere with or supercede these other user groups. Any mention of rock climbing or high angle rigging should be stricken from the entire document.

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 stand-

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ards 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.

 I am fine with the Climbing Route, but not with "other areas of the Property."

 Recreational rock climbers or Rigging for Rescue courses being conducted well away from the VF Climbing Route should not be subjected to FOVF interpretations of "public safety" issues when we are conducting our activities on the Property.

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 Formatted: Highlight

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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. The City should consider language for any paid operations (guiding, paid inspections and maintenance, etc.) to strictly follow OSHA regulations regarding the reporting of incidents and accidents: https://www.osha.gov/laws-regs/regulations/standardnumber/1904/1904.39

- 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 From a legalese standpoint per this Agreement, the "Parties" are the FOVF and the City of Ouray. Why should the Parties be coordinating the activities of recreational users such as rock climbers or RfR seminars when we were assured during initial discussions of this VF project that our use of the Property would not be materially infringed on by the new development? and the City shall not unilaterally take any action that will materially interferes 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

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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.
- 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. This concerns me on many levels: as owner of Rigging for Rescue and as a concerned citizen. This is a big deal to grant FOVF responsibility to manage guided activities, create standards, issue permits, etc. It is well known that principals of FOVF are also principals of San Juan Mountain Guides. Obviously a conflict of interest. Any mention of commercial guiding permits, standards, fees and the like should be stricken from the document. Go ahead and get a Agreement going with FOVF to manage the installation, maintenance, signage, etc of the VF course. But save the commercial guiding piece for a future iteration of the document. The City should manage this element of the VF Agreement to ensure complete transparency and avoid the obvious conflict of interest. If the City did not want to manage it and yet did want to include something in place on commercial guiding, they could consider approaching OIPI to take on this element of the Agreement on a temporary basis. OIPI has a commercial guiding system in place for the Ouray Ice Park. I prefer to see the commercial aspects tabled for now or limited to a requirement of insurance and first aid certs, for example. I recall the FOVF and SJMG principals stating during the "sales pitch" portion of the VF project that permitting, etc of commercial activities would likely happen, but it would be later on after things got rolling. They further stated something along the lines that they would want to see the VF get opened and promoted and suggested no limitations per se on commercial activities until a season or two of use. Including this in the initial Agreement is not in line with what was said at the outset. This is public land and a public recreational use. To grant the permission of commercial activities to a non-profit whose members are also the primary financial beneficiaries of commercial activities through the guide service they own (San Juan Mountain

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.

Guides) is too conflicted by my estimation. It should be removed from the Agreement.

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.

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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. The general public recreating on the VF course should not be subjected to FOVF having the right to grant permission of use. Additionally, the City of Ouray is derelict in their duty, in my opinion, to establish FOVF as an owner of the property. I can see why FOVF wanted to include this so to petter access protection under the Colorado Recreational Use Statute. But as a taxpayer, why should that be my problem? The taxpayers should not be unnecessarily taking on risk created by FOVF. FOVF needs some skin in the game and responsibility of this installation that they put in on public land. An example of why this is a problem is the recent Near Miss event involving the Bi-Polar spire. The VF course is not even open for business yet, but the developers have had a significant incident in the form of toppling the billboard feature of the course. I am frankly alarmed that the City has not asked for a pause in the operations of the installation to further investigate this event. Thousands of tons of rock associated with the VF course spontaneously collapsed. A worker was suspended by the cable rigged to the summit of the collapsed spire just a day or two prior to it collapsing. Imagine if it collapsed while they were suspended from the cable? A fatality may have occurred. As a City of Ouray taxpayer, I do not want to take on additional responsibility or legal risk for such events. The developer should be accepting those risks.

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 orassigns;
 - 4. Any new statue, law, or other applicable regulation; or

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- 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 I would recommend three years to start and then renew from there. Five years is a long time for a pilot project like this. Get the VF open, assess annually how the operation is running and the relationship with FOVF, etc. and then renew to a longer term at the conclusion of the initial Agreement term. It should be shorter. 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

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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 City of Ouray

To the City:

info@ourayviaferrata.org PO Box 1214

Attn: City Administrator

Ouray, CO 81427

PO Box 468 Ouray, CO 81427

The failure by a party to require performance of any provision of this Agreement shall not I. constitute a waiver of such provision and shall not affect the overall validity of this Agree-

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: FOVF For: City of Ouray

Mayor Greg Nelson

Mark Iuppenlatz

Attest

Board of Directors for Friends of the Ouray Via

Ferrrata. LLC

Melissa M. Drake, City Clerk

 From:
 Carol Viner

 To:
 John Wood

 Cc:
 Melissa Drake

Subject: RE: Via Ferrata Draft Agreement

Date: Thursday, April 23, 2020 3:54:28 PM

These emails will be part of the packet for the next meeting. You've done nothing wrong but I just want you to know.

Carol A. Viner Viner Law 1104 S. Townsend Ave Montrose, CO 81401 970.208.9418

STATEMENT OF CONFIDENTIALITY & DISCLAIMER

The information contained in this e-mail message is attorney privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone 970-208-9418 or reply by e-mail and delete or discard the message. Thank you.

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From: John Wood <woodkj@cityofouray.com>

Sent: Thursday, April 23, 2020 3:44 PM

To: Rigging for Rescue <info@riggingforrescue.com>; Carol Viner <cviner@cvinerlaw.com>

Cc: Greg Nelson <nelsong@cityofouray.com> **Subject:** Re: Via Ferrata Draft Agreement

Mike,

Had any citizen been concerned about this Developer being allowed to engage the City in a Contract such as the one before Council; it should have been, and I believe was addressed last year by the prior Council. Once that step was taken it does not fall to this Council to open the ensuing contract negotiation up to full critique and access, to the entirety of the public sector. Council refers it to Legal Council who prepare a contract that is construed with the best interest of the City. It then comes back to Council as a recommendation to either accept or reject by Staff. It is presumed that all other issues have been addressed. This stage is merely a formality. That said, we took into consideration your concerns and have extended the time for Citizen input. But everything in this contract is identical to the one with OIPI. Except that the City has more latitude to direct policies and rules in this contract. As you are a BOD for OIPI I find it difficult to understand how this contract should be prescribed differently than yours (OIPI)? To do so and to enact greater constraints on this contractor will ultimately be

transcribed to the renewal contract for OIPI in the coming year.

John

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 1:15 PM
To: John Wood <woodkj@cityofouray.com>
Cc: Greg Nelson <nelsong@cityofouray.com>
Subject: Re: Via Ferrata Draft Agreement

Hello John-

I appreciate your detailed reply. Very much.

But to clarify a key theme in your email: this is not Show Friends, it is Show Business. Not personal as you hypothesized, John. Strictly business.

I am satisfied that the VF route is installed where it is installed. And Mark, Nate, Matt Hepp, et al were true to our verbal agreement that I would be given an opportunity to weigh in on any potential conflict areas. We took a tour and there were none. I was and am satisfied with the VF route location.

What perturbed me initially (approximately 3 years ago) was when the City Council first had the VF proposal on an Agenda and immediately passed it that same meeting. I read about it in the Plaindealer later that week. That was aggravating and I expressed my dissatisfaction at a follow-up City Council meeting a few weeks later, encouraging the City to develop a rec district, identify stakeholders, and the like. And encouraging them to at least wait one Council Meeting cycle before passing such a thing to allow those not in attendance to review and weigh in.

I am perturbed on this round because once again a substantive City decision regarding the VF finds itself on the City agenda (and recommended to be passed) with no inclusion of stakeholders. Why? Perhaps you would repeat your citation of this being business between City staff and the developer, etc. It sure seems to me that given the City's lack of subject matter expertise on such items- such as the installation and management of a potentially risky activity - that they would seek out public opinion, third party advice and the like. And that the City and Developers would also circle back to the previously identified stakeholders and confirm that there are no critical issues with the language of the Agreement insofar as adversely affecting their use. But that did not happen. And lacking a legal degree, I have some doubts as to whether or not powers granted to FOVF may or may not have adverse effects on our operations or recreational climbing.

I am not anti-VF. I am anti what feels like a railroaded process to gift public land to a

private enterprise. I am very much opposed to such a thing without considerable vetting and input from stakeholders and the citizenry.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

On Thu, Apr 23, 2020 at 12:47 PM John Wood < woodkj@cityofouray.com > wrote:

Mike,

First let me address the latter portion of your email. I fully agree that the City Of Ouray should have, long before designating themselves the Outdoor Capital of Colorado; actually taken substantive, structural, procedural and organized steps to implement not only a Parks but an Outdoor Assets Master Plan. That such a plan should have included permitting for recreational uses guided by commercial entities, permitting for commercial activities for instruction and also for general profit based endeavors is without question. Unfortunately prior administration and Councilors were asleep at the wheel in many aspects of governance and planning; let alone this one. The revenue potential alone should have given them cause to pursue such a Master Plan. The benefit it would have given to OIPI, FOVR, Rigging for Rescue etc etc would have been invaluable. I am surprised that leaders in the Outdoor Rec Community here in Ouray didn't do more to push for such a plan sooner.

I for one would entertain such a plan being developed as part of our forthcoming Community Plan; and believe they have addressed just such a strategy.

With regard to your concerns with the contract. There are two lines of reason to follow

here. A) Contracts between the City and other parties are by necessity open to review by the public. As is the case with all contracts from City Admin hiring to OIPI agreements. However, the contents of such and the legal implications are subject to the judgment of the Council and Legal Council. They may not always be available to, nor is it always required; that pubic be given authority to change those agreements. That power rests with people at each election cycle. B) when such contracts are granted as in this case to entities that are acting as agents of the City (OIPI/ FOVF) those contracts become something of a precedent setting mechanism. In this case the contract used is very much similar to the one with OIPI. To be fair it actually gives the City far more authority over final decision making in regards to rules, and policies than the OIPI contract currently in use.

I am concerned that you feel you have not been included in this process. It has been conveyed to me by many parties that as early as 3 years ago Rigging For Rescue was included in the conceptual and final route planning of the VF. That to this end no area used by Rigging for Rescue will be conflicted, abridged or infringed upon by the VF route. If this is not the case then we need to review the route once more. If the conflict is simply in the approach to used routes by VF and Rigging for Rescue; I do not feel that is sufficient grounds to deny the entire Ouray Community access to this project and the subsequent potential benefits of its completion and opening.

Regarding my comments at the opening of the discussion in the meeting Monday past; As I am not a climber in the Ouray Community, but am heavily invested not only financially but personally in the success of Ouray; I have tried over the past 4 years to review the various contracts, discussions, committees, etc etc that have been focused on the climbing community; with an objective and impartial perspective. And from all of that it occurs to me that there exists some conflict between Nate Disser, Mark Upenlatz, Frank Robertson, Dan Chehayle, Kevin Kopric and you; that goes back many years, is unresolved and has cost the City, Community, and Climbing Community not only thousands of hours of time but also many thousands of dollars of resources. And while the Climbing enterprise here in Ouray does not make up a full 20% of total business in Ouray; the resources applied to manage this conflict between the handful of you has been greatly outsized in proportion. That while all of us are more than willing to provide equal and ample support in planning, development, creation, and expansion of that climbing enterprise for All Climbers; I for one am over tired of the City and the Community at large being repeatedly flung into the middle of your personal spat.

To conclude, The entire Climbing Community have been given repeated and full access to the entire Via Ferrata development process. The OIPI, OCA, Rigging for Rescue, and any individual climbers that chose to engage, were all invited to participate not only in route setting, but in foundational and conceptual approval of a Via Ferrata here in Ouray. None have materially objected to a Via Ferrata. Even now, it appears to only be again, a small

handful of people taking personal issue with the operators of the VF. Which leads me to the conclusion that the Via Ferrata is a positive addition to the Climbing enterprise here in Ouray. The contractual management of which has been worked out in contract by City Legal Council, reviewed by the people, and unless materially detrimental to the City of Ouray shows no justifiable reason to be abandoned or altered.

Sincerely,

K John Wood Mayor ProTem.

City of Ouray Ouray, CO

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 11:23 AM

To: Greg Nelson <nelsong@cityofouray.com>; John Wood <woodkj@cityofouray.com>; Peggy Lindsey lindsey lindseyp@cityofouray.com>; Ethan Funk <funke@cityofouray.com>; Glenn Boyd <box>doydg@cityofouray.com>; City Administrator <administrator@cityofouray.com>; cav@mastersviner.com <cav@mastersviner.com>

Cc: Dolgio Nergui <<u>dolgio@gmx.com</u>>; Lance Sullins <<u>lance@peakguides.com</u>>; logan tyler <<u>climbhigh95@gmail.com</u>>; <u>mike@ouraynews.com</u> <<u>mike@ouraynews.com</u>>; <u>info@canyoningcolorado.com</u> <<u>info@canyoningcolorado.com</u>>; Eric Jacobson <<u>eric@ouraynet.com</u>>

Subject: Via Ferrata Draft Agreement

Hello City Council,

I would like to begin by offering my appreciation to Council for tabling the Draft Agreement for two weeks so that I and others could read the document and offer critical review. I have spent several hours going over the document and have attached to this email my comments. The attached document is in Microsoft Word with track changes. I highlighted areas of the document that I found concerning and then added my own comments to each highlighted item.

I do, however, have additional comments that I wish to make in the text portion of this email.

Mayor Nelson,

At the conclusion of the discussion of the Draft Agreement during the City Council Zoom meeting, you tasked the principals of FOVF to contact interested stakeholders and address any issues, concerns, etc (I am paraphrasing) with the document in question. My critique for you would be that this is akin to advising FCI Construction to reach out to

people in Ouray who might have issues with the pool construction. I am not interested in negotiating with the developer. I am interested in being provided an avenue by which to offer my thoughts and critiques to my elected officials.

Councilman Wood,

In your opening remarks prior to hearing from the public, you offered a salvo of sorts expressing weariness of hearing ongoing arguments, griping, etc (again, paraphrasing) from climbers about local recreational resources. With all due respect sir, that is what you signed up for when you ran for elected office.

To All,

I did not want to muddy the waters in the Zoom meeting regarding City permitting, as I thought there would be a better time to weigh in. The question of City permitting was raised and there was collective doubt/ignorance as to what the City has in place. To my understanding the City has no permitting process for recreational uses on City property aside from the Ouray Ice Park agreement. I say this because it is what I was told when I approached the City many years ago on this very topic. Prior to the USFS and City of Ouray land consolidation deal in the Ouray Ice Park vicinity, I was (and still am) a public lands permit holder for conducting rope rescue training seminars on the Ouray Ranger District. When the City purchased the USFS land that I had been utilizing (via permitted use) since 2002, I approached Administrator Rondinelli and inquired about any necessary paperwork for continuing my operations. I learned that no permit system was in existence and that an additional insured certificate from my liability insurance carrier would suffice. And I have faithfully supplied that each and every year since.

The City should be aware, however, that there are many commercial users who regularly utilize City property for commercial gain (e.g. Rotary Park rock climbing, Rigging for Rescue trainings, perhaps Canyoning activities). And I suspect the City is glad to have that business. But absent a permitting process, it can lead to user conflicts. I think that dubbing ourselves the Recreational Capital of Colorado is only going to continue us along the pathway of future user group conflicts unless a comprehensive management plan of the City recreational assets is developed and implemented. At a minimum, confirmation of liability insurance and first aid qualifications should be requisite.

Ironically, the absence of a permitting process has caused me a lot of the heartache on the VF development. Had a permitting process been in place, there would have been a procedure to follow upon receipt of the initial VF development concept. For example, contacting existing stakeholders (i.e. permittees) to address potential conflicts, other interested parties such as Eric Jacobsen or FERC to assess any issues, etc. My point is that this project will just be the next project that the City has to address on a case-by-case basis unless a comprehensive plan is put into place. Prior to engaging in the next recreational Operating Agreement on City land, I would recommend the City take inventory of their existing recreational assets, determine who is using them and for what purposes, and form a rec district with a management plan that takes into consideration all of the core issues of multiple user groups and the like.

With that I will say thank you for your time and consideration. Please see attached doc.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

From: <u>Greg Nelson</u>

To: <u>Melissa Drake</u>; <u>Carol Viner</u>

Cc: <u>John Wood</u>

Subject: Fwd: Comments regarding the draft Management Agreement with FOVF

Date: Thursday, April 23, 2020 4:34:11 PM

Attachments: Document (36).docx

Another Comment in on the via ferrata. It was not sent to the via ferrata team. Could you take a look at the comments and see what you think?

Greg Nelson Mayor City of Ouray, Colorado

From: kevin koprek < kevin.koprek@gmail.com>

Sent: Thursday, April 23, 2020 1:00:24 PM

To: Glenn Boyd <boydg@cityofouray.com>; John Wood <woodkj@cityofouray.com>; Greg Nelson <nelsong@cityofouray.com>; Peggy Lindsey <lindseyp@cityofouray.com>; Ethan Funk <funke@cityofouray.com>; City Administrator <administrator@cityofouray.com>

Cc: Mike Wiggins <mike@ouraynews.com>; Dolgio Nergui <dolgio@gmx.com> **Subject:** Comments regarding the draft Management Agreement with FOVF

Mayor Nelson & Council Members,

Thank you for delaying a vote regarding this draft agreement. While I appreciate the opportunity to offer my comments, I must admit the time I have committed to reviewing the document and generating feedback has been substantial. I honestly resent feeling the need to do a job I believe the City of Ouray should be doing for the citizens.

Mayor Nelson, you will notice I have not copied FOVF in this email. I don't believe it appropriate for the potential contractor (FOVF) to reach out directly to the citizen population for feedback on their agreement/ contract with the City. This is what you specifically requested Mark Iuppenplatz do at the conclusion of that section of the meeting. I feel strongly, it is the responsibility of the City to diligently look after the interests of all citizens in Ouray.

Council Member Wood, during the ZOOM meeting you sounded frustrated that members of the community wished to voice their concerns regarding OUR resources. If that is too much burden for you, please consider removing yourself from the position. LISTENING to your constituents is the primary reason that seat exists for you. Most of us are not the least bit interested in you TELLING us anything.

I ask you all to read my comments carefully. While on the surface, the language contained within the draft agreement appears flexible. In principle it represents subtle shifts that will pave the way for a future vision FOVF has that may or may not prove to be so beneficial for the citizens of Ouray. I would be more than happy to elaborate on this and provide robust examples should you feel uncomfortable with my opinion.

Thank you for diligently looking after the interests of this wonderful community. I look forward to seeing the final agreement which strongly & unquestionably represents the citizens

of Ouray. Please feel free to contact me with questions or concerns.

Kind Regards, Kevin Koprek Instructor - Rigging for Rescue 970-318-6989

International Technical Rescue Association
Instructor - Level 3
Registered Assessor - Level 3

From: kevin koprek < kevin.koprek@gmail.com>

Sent: Thursday, April 23, 2020 1:00:24 PM

To: Glenn Boyd <boydg@cityofouray.com>; John Wood <woodkj@cityofouray.com>; Greg Nelson <nelsong@cityofouray.com>; Peggy Lindsey <lindseyp@cityofouray.com>; Ethan Funk <funke@cityofouray.com>; City Administrator <administrator@cityofouray.com>

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Registered Assessor - Level 3
2

From: <u>Carol Viner</u>

To: <u>Glenn Boyd</u>; <u>Ethan Funk</u>

Cc: Melissa Drake

Subject: FW: Comments regarding the draft Management Agreement with FOVF

Date: Thursday, April 23, 2020 3:50:32 PM

FYI – these emails will be placed in the packet. You should be copied on these.

Carol A. Viner Viner Law 1104 S. Townsend Ave Montrose, CO 81401 970.208.9418

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From: John Wood <woodkj@cityofouray.com>

Sent: Thursday, April 23, 2020 3:38 PM

To: kevin koprek <kevin.koprek@gmail.com>; Greg Nelson <nelsong@cityofouray.com>; Peggy

Lindsey lindseyp@cityofouray.com>; Carol Viner <cviner@cvinerlaw.com>

Subject: Re: Comments regarding the draft Management Agreement with FOVF

Kevin,

I've addressed your concerns in email reply to your boss Mike; I'm sure he will share my thoughts with you.

Until you display the testicular fortitude to actually finish a political campaign or run for Council; I'm not overly concerned with your opinion on how I do my job a Councilor.

Wood

From: kevin koprek < kevin.koprek@gmail.com >

Sent: Thursday, April 23, 2020 1:00 PM

To: Glenn Boyd <<u>boydg@cityofouray.com</u>>; John Wood <<u>woodkj@cityofouray.com</u>>; Greg Nelson <<u>nelsong@cityofouray.com</u>>; Peggy Lindsey <<u>lindseyp@cityofouray.com</u>>; Ethan Funk <<u>funke@cityofouray.com</u>>; City Administrator <<u>administrator@cityofouray.com</u>>

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International Technical Rescue Association Instructor - Level 3 Registered Assessor - Level 3 Citizen feedback regarding proposed Management Agreement between City of Ouray & Friends of Ouray Via Ferrata.

Submitted by: Kevin Koprek 807 Main Street Unit #2 Ouray, CO 81427 970-318-6989

23-April-2020

General Comments: The scope and reach of this proposed "Management Agreement" feels much too broad considering all of the assumptions that are being made regarding the "potential" benefits of the OVF to this community. This citizen does not disagree, in principle, the addition of a unique recreation activity could perhaps bring benefit to this community. The benefits presented thus far appear to be largely economic. Undoubtedly, certain private businesses stand to benefit significantly. Another perspective suggests that "economic development" is nothing more than a byproduct of high quality planning and management. In the case of the OVF, one must balance the relatively narrow opportunities with the potential unintended consequences being forced upon all citizens in the City of Ouray. Perhaps the most significant unintended consequence comes in the the form of increased liability due to injury or death. Only a fool could argue such proposed activities & installments wouldn't invite tremendous increase in exposure to the City of Ouray (read citizens!). The serious incident that occurred recently at the keystone feature of the OVF route is a prime example. The ONLY reason a fatality did not occur is due to LUCK! It is nothing short of appalling how easily the rockfall event is being dismissed and the linguistic gymnastics that are being performed to justify moving forward with business as usual.

This citizen is quite accustomed to working and leading in such hazardous environments. My professional daily routine includes training, consulting, and demonstrating industry leading risk analysis and mitigation strategies and tactics. Clients include Fire Departments, US Military, National Park Service, Civilian Search & Rescue Teams, Law Enforcement Agencies, and Industrial Rope Access & Rescue companies. It is well understood that avoiding risk all together is nearly impossible nor is it reasonable for many. The situation is quite similar for municipalities and support for endeavors such as creating things like the Ouray Ice Park or OVF. It is important to understand, on one side of the table is a group of accomplished business people forming a non-profit (FOVF) with very clear goals & objectives. The other side of the table houses the City of Ouray. There is an acting City Administrator. A City Council with limited to no professional experience in outdoor recreation planning or management. This is not to discredit or be unreasonably critical of those people. It's simply preposterous to expect them to review and negotiate appropriately on behalf of the citizens in situations like this as they lack the technical expertise. This situation is no different than asking the City Treasurer to review proposed policy or agreements pertaining to the mechanics of wastewater treatment. Please consider the comments and recommendations that follow not only in terms of specific text but also the principles that text represents.

- In principle, the initial "Management Agreement" should be extremely focused on installing, opening, and initial management to get the resource open to the general public. Any inclusion of language granting authorities, permissions, ownership, commercial license beyond the aforementioned is not justified as this endeavor has not even opened yet. There is very little operating history or fact to form a critical review and make prudent decisions. The citizens of Ouray will be much better served if those items are reserved for later agreements once an operational history has had time to develop.
- Recitals Should the City's agreement with Eric Jacobson of Hydro West & Ouray Hydro be specifically cited and referenced? There is indirect reference in items B & D. If Mr. Jacobson takes exception to the contents of this agreement, future negotiation could become unreasonably strained.

• Recitals A -

- Why is OVF being defined as a Recreational Rock Climbing & High Angle Rigging asset? Referencing the installment should remain consistent with "Via Ferrata Route"
- In the limited scope of this document, the semantics could certainly be viewed as inconsequential. In broader context, it begins to change the narrative facilitating additional opportunities and oversight down the road for FOVF. There are existing stakeholders who wish to maintain their connection to those words and specific activities.
- Agreement I.B strike "...including the right to grant permission to use the property."
- Agreement I.C.1 strike everything from "Rock climbing & high angle rigging..." and beyond in the paragraph.
 - o Items listed in a. b. c. d. & e. all attempt to define the Via Ferrata.
- Agreement I.C.1.b. Much emphasis is being given to industry standards & specifications regarding the physical installation forming the Via Ferrata route. This does represent a tremendous improvement above many such installations around the country. It is important to understand the error of omission. None of the cited standards & specifications address substantial risks associated with geohazards such as falling or collapsing rocks. The recent SERIOUS INCIDENT involving the collapse of the keystone feature within the proposed OVF route is prime example. Perhaps more disturbing than the event occurrence itself is how easily the mishap is being justified and how little critical evaluation is taking place.
- I.C.1.d. Strike "closing areas of the property" & "in the sole discretion of FOVF".
 - These both grant unreasonable authority to a private interest over public property.
 - Consider including language including the City and other stakeholders in the decision to enact closures.

I.C.1.e. –

- Change 30 days after an incident to 8 hours for a fatality and 24 hours for all significant incidents involving potential injury, significant rockfall, &/or damage to the route.
- Change last sentence to, "It is a primary responsibility of FOVF to recommend & implement safety precautions."

- I.D. This language protects FOVF & ensures all other parties must coordinate their use with FOVF. It offers little to no protection to the general public or other stakeholders. The onus should be on FOVF to reach out to stakeholders through the City of Ouray.
- I. Events, II. Concessions, & III. Fees Should all be stricken from this document. It is premature for the City of Ouray to give away so much while accepting tremendous risk. All of these items are better served through future agreements and perhaps on a case by case basis initially. I would recommend the City of Ouray consider approaching OIPI to manage initial Commercial Guiding oversight if it is deemed necessary at all.
- VII.C.
 - Strike "grant permission"
 - Strike all language referring to FOVF as an "owner" of property. They do not hold title to any of the land in consideration of this agreement. The intent is obvious to offer and further bolster protections being afforded to FOVF through the Colorado Recreational Use Statute. This is of no benefit to the City of Ouray and perhaps could lead to unintended consequences.
- VIII.A.1&3. This could be influenced by any change in the agreement between the City of Ouray and Mr. Jacobson. Additional support for adding that agreement to the **Recitals.**
- VIII.B. I find it odd this draft agreement requires Parties to meet in person to negotiate & modify potential changes to the terms of the "Management Agreement", but all parties find it acceptable to ratify the agreement via ZOOM meeting.
 - The entire community has been affected by COVID-19. The citizens of Ouray deserve the opportunity to meet in person to discuss their perspectives relative to such important issues. The community will not be any worse off if we push the "PAUSE" button on this process. I recommend targeting a 2021 opening.
- X. The initial term of this agreement should not exceed 3 years
 - The initial Management Agreement should focus on installing, maintaining, daily operations, and communications with the City of Ouray.
- **X.B.** "...suspend conduct of an activity as a result of extreme hazard or extreme safety concerns."
 - The recent SERIOUS INCIDENT involving the Bi-polar pillar collapse, containing the keystone features of the proposed VF Route presents a prime example. All progress should immediately be suspended.
 - A thorough and independent review of the incident should be conducted prior to any additional development of the route or agreements.
- XI.E. strike "...upon reasonable notice to FOVF"
- XII.C. strike "grant permission" & all language referring to FOVF as an "owner" of any property to which they do not hold title.

From: <u>Carol Viner</u>
To: <u>Rigging for Rescue</u>

 Cc:
 John Wood; Greg Nelson; Melissa Drake

 Subject:
 Re: Via Ferrata Draft Agreement

 Date:
 Thursday, April 23, 2020 6:09:30 PM

Mr. Gibbs:

Thank you for you comments. I will look at them closely and address your concerns, if reasonable. Thank you for your work on this.

Carol

Sent from my iPhone

On Apr 23, 2020, at 5:05 PM, Rigging for Rescue <info@riggingforrescue.com> wrote:

Look, John. I stand by my questions and critique. You know I am not an attorney. I do not know if the language that I cited in my redlines does or does not affect FOVF ability to affect our use of the "Property". Hence, why I sent them. Most of my redlines were of some form or another along those lines . I get it that you want to put this to rest and you trust your legal staff to advise you correctly. I am simply concerned that the various stakeholders, including the rec climbers, may be affected in a way that was not verbally agreed to during the initial consideration phase. That is all. It just seemed that there was an awful lot of language that included phrases like "at the sole discretion of" or something similar.

My other two areas of critique focused on (1) CRUS and (2) giving commercial control in the first Agreement iteration. The CRUS is probably a minor concern. But the commercial piece goes directly against what the developers said they would do in public meetings. Many of us heard that at that time and were skeptical that it would end up that way. It simply does not pass the eyeball test to me to have the principals of FOVF and SJMG be one and the same while being in control of commercial allocation and the like. Just looking for cleaner transparency and absence of conflict of interest. It seems to me the City could administer that portion of permitting and use allocation. It would be a different story if you had floated an RFP. That happens all the time. But this is not an RFP.

None of the commercial stuff affects me, John. I could care less about taking visitors out on a VF tour, professionally. It is the process that I find objectionable. You know how much of a ringer the OIPI BOD was put through on this sort of stuff. As stewards of that public entity we are held to a high standard. And I have no problem with that, as aggravating as it

can be at times to have to face the various special interest groups and their competing needs. We see the big picture (on OIPI BOD) that it is a special resource that many want to have access to for their commercial or recreational use. And we know we are going to be scrutinized and criticized. We sleep well knowing that we are hearing folks out and doing what we feel is the right thing in our decision-making to accommodate all groups fairly.

My dad counseled me a long, long time ago that if you make decisions that affect others, you will be criticized. And if you cannot handle that, then don't put yourself in positions where you are making decisions that affect others. I take that to heart and do my best to be thoughtful, professional, and critical in my own criticisms, because I do make a lot of decisions that affect others and I know what fair and unfair criticism feels/sounds like. I don't think I am out of bounds on this issue, but I am willing to be openminded and be informed otherwise if I am missing the boat.

I appreciate your time and willingness to discuss. Genuinely. I feel like I am being heard and not dismissed and I appreciate that John, sincerely.

I am not looking to be an obstructionist here. I think the VF is going to be a great asset and I think Matt, Chris Haaland did a terrific job on the design/install and adherence to standards and industry best practices. But there should be equal access to commercial use for those that qualify. I am skeptical it will work out that way given that FOVF has authorization to control that process. Yes, they raised the money. Yes, they did the work. Of course, they are going to operate commercially. That was the original intent. But they sold the idea on something other than having control of commercial aspects from the outset. I can guarantee you of that as I was in attendance at those meetings.

those meetings.

Best,

Mike

On Apr 23, 2020, at 3:43 PM, John Wood

<woodkj@cityofouray.com> wrote:

Had any citizen been concerned about this Developer being allowed to engage the City in a Contract such as the one before Council; it

Mike,

should have been, and I believe was addressed last year by the prior Council. Once that step was taken it does not fall to this Council to open the ensuing contract negotiation up to full critique and access, to the entirety of the public sector. Council refers it to Legal Council who prepare a contract that is construed with the best interest of the City. It then comes back to Council as a recommendation to either accept or reject by Staff. It is presumed that all other issues have been addressed. This stage is merely a formality. That said, we took into consideration your concerns and have extended the time for Citizen input. But everything in this contract is identical to the one with OIPI. Except that the City has more latitude to direct policies and rules in this contract. As you are a BOD for OIPI I find it difficult to understand how this contract should be prescribed differently than yours (OIPI)? To do so and to enact greater constraints on this contractor will ultimately be transcribed to the renewal contract for OIPI in the coming year.

John

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 1:15 PM
 To: John Wood < woodkj@cityofouray.com >
 Cc: Greg Nelson < nelsong@cityofouray.com >
 Subject: Re: Via Ferrata Draft Agreement

Hello John-

I appreciate your detailed reply. Very much.

But to clarify a key theme in your email: this is not Show Friends, it is Show Business. Not personal as you hypothesized, John. Strictly business.

I am satisfied that the VF route is installed where it is installed. And Mark, Nate, Matt Hepp, et al were true to our verbal agreement that I would be given an opportunity to weigh in on any potential conflict areas. We took a tour and there were none. I was and am satisfied with the VF route location.

What perturbed me initially (approximately 3 years ago) was when the City Council first had the VF proposal on an Agenda and immediately passed it that same meeting. I read about it in the Plaindealer later that week. That was aggravating and I expressed my dissatisfaction at a follow-up City Council meeting a few weeks later, encouraging the City to develop a rec district, identify stakeholders, and the like. And encouraging them to at least wait one Council Meeting cycle before passing such a thing to allow those not in attendance to review and weigh in.

I am perturbed on this round because once again a substantive City decision regarding the VF finds itself on the City agenda (and recommended to be passed) with no inclusion of stakeholders. Why? Perhaps you would repeat your citation of this being business between City staff and the developer, etc. It sure seems to me that given the City's lack of subject matter expertise on such items- such as the installation and management of a potentially risky activity - that they would seek out public opinion, third party advice and the like. And that the City and Developers would also circle back to the previously identified stakeholders and confirm that there are no critical issues with the language of the Agreement insofar as adversely affecting their use. But that did not happen. And lacking a legal degree, I have some doubts as to whether or not powers granted to FOVF may or may not have adverse effects on our operations or recreational climbing.

I am not anti-VF. I am anti what feels like a railroaded process to gift public land to a private enterprise. I am very much opposed to such a thing without considerable vetting and input from stakeholders and the citizenry.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

On Thu, Apr 23, 2020 at 12:47 PM John Wood < woodkj@cityofouray.com > wrote:

Mike,

First let me address the latter portion of your email. I fully agree that the City Of Ouray should have, long before designating themselves the Outdoor Capital of Colorado; actually taken substantive, structural, procedural and organized steps to implement not only a Parks but an Outdoor Assets Master Plan. That such a plan should have included permitting for recreational uses guided by commercial entities, permitting for commercial activities for instruction and also for general profit based endeavors is without question. Unfortunately prior administration and Councilors were asleep at the wheel in many aspects of governance and planning; let alone this one. The revenue potential alone should have given them cause to pursue such a Master Plan. The benefit it would have given to OIPI, FOVR, Rigging for Rescue etc etc would have been invaluable. I am surprised that leaders in the Outdoor Rec Community here in Ouray didn't do more to push for such a plan sooner.

I for one would entertain such a plan being developed as part of our forthcoming Community Plan; and believe they have addressed just such a strategy.

With regard to your concerns with the contract. There are two lines of reason to follow here. A) Contracts between the City and other parties are by necessity open to review by the public. As is the case with all contracts from City Admin hiring to OIPI agreements. However, the contents of such and the legal implications are subject to the judgment of the Council and Legal Council. They may not always be available to, nor is it always required; that pubic be given authority to change those agreements. That power rests with people at each election cycle. B) when such contracts are granted as in this case to entities that are acting as agents of the City (OIPI/FOVF) those contracts become something of a precedent setting

mechanism. In this case the contract used is very much similar to the one with OIPI. To be fair it actually gives the City far more authority over final decision making in regards to rules, and policies than the OIPI contract currently in use.

I am concerned that you feel you have not been included in this process. It has been conveyed to me by many parties that as early as 3 years ago Rigging For Rescue was included in the conceptual and final route planning of the VF. That to this end no area used by Rigging for Rescue will be conflicted, abridged or infringed upon by the VF route. If this is not the case then we need to review the route once more. If the conflict is simply in the approach to used routes by VF and Rigging for Rescue; I do not feel that is sufficient grounds to deny the entire Ouray Community access to this project and the subsequent potential benefits of its completion and opening.

Regarding my comments at the opening of the discussion in the meeting Monday past; As I am not a climber in the Ouray Community, but am heavily invested not only financially but personally in the success of Ouray; I have tried over the past 4 years to review the various contracts, discussions, committees, etc. etc that have been focused on the climbing community; with an objective and impartial perspective. And from all of that it occurs to me that there exists some conflict between Nate Disser, Mark Upenlatz, Frank Robertson, Dan Chehayle, Kevin Kopric and you; that goes back many years, is unresolved and has cost the City, Community, and Climbing Community not only thousands of hours of time but also many thousands of dollars of resources. And while the Climbing enterprise here in Ouray does not make up a full 20% of total business in Ouray; the resources applied to manage this conflict between the handful of you has been greatly outsized in proportion. That while all of us are more than willing to provide equal and ample support in planning, development, creation, and expansion of that climbing enterprise for All Climbers; I for one am over tired of the City and the Community at large being repeatedly flung into the middle of your personal spat.

To conclude, The entire Climbing Community have been given repeated and full access to the entire Via Ferrata development process. The OIPI, OCA, Rigging for Rescue, and any individual

climbers that chose to engage, were all invited to participate not only in route setting, but in foundational and conceptual approval of a Via Ferrata here in Ouray. None have materially objected to a Via Ferrata. Even now, it appears to only be again, a small handful of people taking personal issue with the operators of the VF. Which leads me to the conclusion that the Via Ferrata is a positive addition to the Climbing enterprise here in Ouray. The contractual management of which has been worked out in contract by City Legal Council, reviewed by the people, and unless materially detrimental to the City of Ouray shows no justifiable reason to be abandoned or altered.

Sincerely,

K John Wood Mayor ProTem.

City of Ouray Ouray, CO

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 11:23 AM

To: Greg Nelson < nelsong@cityofouray.com >; John Wood

<woodkj@cityofouray.com>; Peggy Lindsey

<<u>lindseyp@cityofouray.com</u>>; Ethan Funk <<u>funke@cityofouray.com</u>>;

Glenn Boyd < boydg@cityofouray.com >; City Administrator

<administrator@cityofouray.com>; cav@mastersviner.com

<<u>cav@mastersviner.com</u>>

Cc: Dolgio Nergui < dolgio@gmx.com >; Lance Sullins

<lance@peakguides.com>; logan tyler <climbhigh95@gmail.com>;

mike@ouraynews.com <mike@ouraynews.com>;

info@canyoningcolorado.com <info@canyoningcolorado.com>; Eric

Jacobson < eric@ouraynet.com>

Subject: Via Ferrata Draft Agreement

Hello City Council,

I would like to begin by offering my appreciation to Council for tabling the Draft Agreement for two weeks so that I and others could read the document and offer critical review. I have spent several hours going over the document and have attached to this email my comments. The attached document is in Microsoft Word with track changes. I highlighted areas of the document that I found concerning and then added my own comments to each highlighted item.

I do, however, have additional comments that I wish to make in the text portion of this email.

Mayor Nelson,

At the conclusion of the discussion of the Draft Agreement during the City Council Zoom meeting, you tasked the principals of FOVF to contact interested stakeholders and address any issues, concerns, etc (I am paraphrasing) with the document in question. My critique for you would be that this is akin to advising FCI Construction to reach out to people in Ouray who might have issues with the pool construction. I am not interested in negotiating with the developer. I am interested in being provided an avenue by which to offer my thoughts and critiques to my elected officials.

Councilman Wood,

In your opening remarks prior to hearing from the public, you offered a salvo of sorts expressing weariness of hearing ongoing arguments, griping, etc (again, paraphrasing) from climbers about local recreational resources. With all due respect sir, that is what you signed up for when you ran for elected office.

To All,

I did not want to muddy the waters in the Zoom meeting regarding City permitting, as I thought there would be a better time to weigh in. The question of City permitting was raised and there was collective doubt/ignorance as to what the City has in place. To my understanding the City has no permitting process for recreational uses on City property aside from the Ouray Ice Park agreement. I say this because it is what I was told when I approached the City many years ago on this very topic. Prior to the USFS and City of Ouray land consolidation deal in the Ouray Ice Park vicinity, I was (and still am) a public lands permit holder for conducting rope rescue training seminars on the Ouray Ranger District. When the City purchased the USFS land that I had been utilizing (via permitted use) since 2002, I approached Administrator Rondinelli and inquired about any necessary paperwork for continuing my operations. I learned that no

permit system was in existence and that an additional insured certificate from my liability insurance carrier would suffice. And I have faithfully supplied that each and every year since.

The City should be aware, however, that there are many commercial users who regularly utilize City property for commercial gain (e.g. Rotary Park rock climbing, Rigging for Rescue trainings, perhaps Canyoning activities). And I suspect the City is glad to have that business. But absent a permitting process, it can lead to user conflicts. I think that dubbing ourselves the Recreational Capital of Colorado is only going to continue us along the pathway of future user group conflicts unless a comprehensive management plan of the City recreational assets is developed and implemented. At a minimum, confirmation of liability insurance and first aid qualifications should be requisite.

Ironically, the absence of a permitting process has caused me a lot of the heartache on the VF development. Had a permitting process been in place, there would have been a procedure to follow upon receipt of the initial VF development concept. For example, contacting existing stakeholders (i.e. permittees) to address potential conflicts, other interested parties such as Eric Jacobsen or FERC to assess any issues, etc. My point is that this project will just be the next project that the City has to address on a case-by-case basis unless a comprehensive plan is put into place. Prior to engaging in the next recreational Operating Agreement on City land, I would recommend the City take inventory of their existing recreational assets, determine who is using them and for what purposes, and form a rec district with a management plan that takes into consideration all of the core issues of multiple user groups and the like.

With that I will say thank you for your time and consideration. Please see attached doc.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745 1-970-325-4474 info@riggingforrescue.com

From: <u>Carol Viner</u>
To: <u>Melissa Drake</u>

Subject: FW: Ouray Via Ferrata Management Agreement

Date: Thursday, April 30, 2020 1:37:48 PM

For inclusion in the packet for via ferrrata.

Carol A. Viner Viner Law 1104 S. Townsend Ave Montrose, CO 81401 970.208.9418

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From: Greg Nelson <nelsong@cityofouray.com>

Sent: Thursday, April 30, 2020 1:34 PM **To:** Carol Viner <cviner@cvinerlaw.com>

Subject: Fwd: Ouray Via Ferrata Management Agreement

Greg Nelson Mayor City of Ouray, Colorado

From: UWP Coordinator < <u>uwpcoordinator@gmail.com</u>>

Sent: Thursday, April 30, 2020 9:21:03 AM

To: City Administrator administrator@cityofouray.com; Glenn Boyd boydg@cityofouray.com; Peggy Lindsey lindseyp@cityofouray.com; John Wood woodki@cityofouray.com>

Subject: Ouray Via Ferrata Management Agreement

Ouray City Council members,

Mark Iuppenlatz was kind enough to send UWP a draft of the Via Ferrata Managment agreement that the council will be voting on soon. The UWP Board would like to request that two additions be made to the agreement to make it even better for the watershed. I have already sent them to Greg Nelson and Mark, but wanted to make sure you had a chance to see them, since I don't know the

process.

Please see our suggested additions:

In Section: I. Scope and Activities

Add Item F: The Uncompahgre Gorge, where the Ouray Via Ferrata is located, is a critical area for the Uncompahgre Watershed. Maintaining or improving the health of the Uncompahgre River that flows through the gorge is critical to many downstream users from wildlife to anglers, boaters, farmers, ranchers, and many others. Therefore, the OVF and ROVF will ensure that use of the Via Ferrata does not harm the health of the river and other water sources in and around the gorge due to litter, urination, defecation, and other contaminants.

In Section: VI: Report (which I think is supposed to be "V" because the agreement has no V between IV and VI)

Add Item 6: Watershed and environment update

(This item would include a report about any impacts or changes in the watershed and environment in the gorge, related and unrelated to the Via Ferrata's use. Plus, it could include any activities that the groups participated in to help protect or improve the watershed there.)

Also, we and the Ouray Ice Park look forward to the participation of the Friends of Via Ferrata in the annual Love Your Gorge volunteer day in September. This year it is scheduled for Sept. 12.

Please let me know if you have any questions.

Best wishes,
Tanya Ishikawa
UWP Communications Director

Uncompahgre Watershed Partnership 133 N Lena St #3A PO Box 392 Ridgway, CO 81432 970-325-3010 | www.uncompahgrewatershed.org From: <u>Carol Viner</u>
To: <u>Melissa Drake</u>

Subject: FW: Via Ferrata Draft Agreement

Date: Thursday, April 23, 2020 6:17:57 PM

From: Greg Nelson <nelsong@cityofouray.com>

Sent: Thursday, April 23, 2020 6:07 PM

To: Rigging for Rescue <info@riggingforrescue.com>; John Wood <woodkj@cityofouray.com>

Cc: Carol Viner < cviner@cvinerlaw.com> **Subject:** Re: Via Ferrata Draft Agreement

Mike.

Sorry for the delayed response - I'm just now getting an opportunity to respond to my emails. I am confident that Carol, our City Attorney, will provide Council with sound and unbiased legal advice regarding this matter. I'm not interested in getting into a debate over this issue, but do have some observations based on this back and forth:

- The VF agreement was based on the Ice Park agreement. According to Carol, it affords the City more control and oversight over VF operations than the City has with the Ice Park operations. It also affords the opportunity to reopen the agreement should any party see an issue. I expect the more restrictive language in this agreement, and the lessons we learn from this effort, will be the baseline for when it comes time to renew the Ice Park agreement as we need to be consistent in how we deal with all parties.
- While not a climber, I appreciate the role climbing plays in our community. I also understand
 that there are inherent risks in the sport, as I have known people that have died ice climbing
 and rock climbing. Much like the Bipolar spire recently collapsed, it is my understanding we
 lost a good chunk of rock in the fingers area of the Ice Park. Fortunately, no one was hurt in
 either event.
- I agree that we should have an outdoor recreation master plan that is developed with the input of the various stakeholders. Having served on the Community Planning Committee, I expect that will be a recommendation of their effort. While I can't speak for others on council, I support the development of a recreation master plan and would hope you would continue to provide constructive insight for the benefit of our community.
- I share your concern about the permitting of commercial endeavors on city controlled property. The city will need to look at how we ensure a structured and consistent approach for approving all commercial endeavors on city controlled property.
- Mark and Nate have committed to council that they will not be a part of the board that makes

decisions related to guiding permits. If something doesn't seem appropriate in how that is handled, it can be addressed by the city through a revision to the contract. I'm sorry, but I didn't understand the suggestion of having OIPI take over the guiding oversight for the VF any more than I would understand a suggestion by FOVF to take over regulation of guiding at the Ice Park.

Greg

Greg Nelson Mayor City of Ouray, Colorado

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020, 5:05 PM

To: John Wood

Cc: Carol Viner; Greg Nelson

Subject: Re: Via Ferrata Draft Agreement

Look, John. I stand by my questions and critique. You know I am not an attorney. I do not know if the language that I cited in my redlines does or does not affect FOVF ability to affect our use of the "Property". Hence, why I sent them. Most of my redlines were of some form or another along those lines . I get it that you want to put this to rest and you trust your legal staff to advise you correctly. I am simply concerned that the various stakeholders, including the rec climbers, may be affected in a way that was not verbally agreed to during the initial consideration phase. That is all. It just seemed that there was an awful lot of language that included phrases like "at the sole discretion of" or something similar.

My other two areas of critique focused on (1) CRUS and (2) giving commercial control in the first Agreement iteration. The CRUS is probably a **minor concern**. But the commercial piece goes directly against what the developers said they would do in public meetings. Many of us heard that **at that time** and were skeptical that it would end up that way. It simply does not pass the eyeball test to me to have the principals of FOVF and SJMG be one and the same **while being in control of commercial allocation and the like.** Just looking for cleaner transparency and absence of conflict of interest. It seems to me the City could administer that portion **of permitting and use** allocation. It would be a different story if you had floated an RFP. That happens all the time. But this is not an RFP.

None of the commercial stuff affects me, John. I could care less about taking visitors out on a VF tour, professionally. It is the process that I find objectionable. You know how much of a ringer the OIPI BOD was put through on this sort of stuff. As stewards of that public entity we are held to a high standard. And I have no problem with that, as aggravating as it can be at times to have to face the various special interest groups and their competing needs. We see the big picture (on OIPI BOD) that it is a special resource that many want to have access to for their commercial or recreational use. And we know we are going to be scrutinized and

criticized. We sleep well knowing that we are hearing folks out and doing what we feel is the right thing in our decision-making to accommodate all groups fairly.

My dad counseled me a long, long time ago that if you make decisions that affect others, you will be criticized. And if you cannot handle that, then don't put yourself in positions where you are making decisions that affect others. I take that to heart and do my best to be thoughtful, professional, and critical in my own criticisms, because I do make a lot of decisions that affect others and I know what fair and unfair criticism feels/sounds like. I don't think I am out of bounds on this issue, but I am willing to be open-minded and be informed otherwise if I am missing the boat.

I appreciate your time and willingness to discuss. **Genuinely**. I feel like I am being heard and not dismissed and I appreciate that John, sincerely.

I am not looking to be an obstructionist here. I think the VF is going to be a great asset and I think Matt, Chris Haaland did a terrific job on the design/install and adherence to standards and industry best practices. But there should be equal access to commercial use for those that qualify. I am skeptical it will work out that way given that FOVF has authorization to control that process. Yes, they raised the money. Yes, they did the work. Of course, they are going to operate commercially. That was the original intent. But they sold the idea on something other than having control of commercial aspects from the outset. I can guarantee you of that as I was in attendance at those meetings.

Best,
Mike

On Apr 23, 2020, at 3:43 PM, John Wood < woodkj@cityofouray.com > wrote:

Mike,

Had any citizen been concerned about this Developer being allowed to engage the City in a Contract such as the one before Council; it should have been, and I believe was addressed last year by the prior Council. Once that step was taken it does not fall to this Council to open the ensuing contract negotiation up to full critique and access, to the entirety of the public sector. Council refers it to Legal Council who prepare a contract that is construed with the best interest of the City. It then comes back to Council as a recommendation to either accept or reject by Staff. It is presumed that all other issues have been addressed. This stage is merely a formality. That said, we took into consideration your concerns

and have extended the time for Citizen input. But everything in this contract is identical to the one with OIPI. Except that the City has more latitude to direct policies and rules in this contract. As you are a BOD for OIPI I find it difficult to understand how this contract should be prescribed differently than yours (OIPI)? To do so and to enact greater constraints on this contractor will ultimately be transcribed to the renewal contract for OIPI in the coming year.

John

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 1:15 PM
To: John Wood <woodkj@cityofouray.com>
Cc: Greg Nelson <nelsong@cityofouray.com>
Subject: Re: Via Ferrata Draft Agreement

Hello John-

I appreciate your detailed reply. Very much.

But to clarify a key theme in your email: this is not Show Friends, it is Show Business. Not personal as you hypothesized, John. Strictly business.

I am satisfied that the VF route is installed where it is installed. And Mark, Nate, Matt Hepp, et al were true to our verbal agreement that I would be given an opportunity to weigh in on any potential conflict areas. We took a tour and there were none. I was and am satisfied with the VF route location.

What perturbed me initially (approximately 3 years ago) was when the City Council first had the VF proposal on an Agenda and immediately passed it that same meeting. I read about it in the Plaindealer later that week. That was aggravating and I expressed my dissatisfaction at a follow-up City Council meeting a few weeks later, encouraging the City to develop a rec district, identify stakeholders, and the like. And encouraging them to at least wait one Council Meeting cycle before passing such a thing to allow those not in attendance to review and weigh in.

I am perturbed on this round because once again a substantive City decision regarding the VF finds itself on the City agenda (and recommended to be passed) with no inclusion of stakeholders. Why? Perhaps you would repeat your citation of this being business between City staff and the developer, etc. It sure seems to me that given the City's lack of subject matter expertise on such items- such as the installation and management of a potentially risky activity -

that they would seek out public opinion, third party advice and the like. And that the City and Developers would also circle back to the previously identified stakeholders and confirm that there are no critical issues with the language of the Agreement insofar as adversely affecting their use. But that did not happen. And lacking a legal degree, I have some doubts as to whether or not powers granted to FOVF may or may not have adverse effects on our operations or recreational climbing.

I am not anti-VF. I am anti what feels like a railroaded process to gift public land to a private enterprise. I am very much opposed to such a thing without considerable vetting and input from stakeholders and the citizenry.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

On Thu, Apr 23, 2020 at 12:47 PM John Wood < woodki@cityofouray.com > wrote:

Mike.

First let me address the latter portion of your email. I fully agree that the City Of Ouray should have, long before designating themselves the Outdoor Capital of Colorado; actually taken substantive, structural, procedural and organized steps to implement not only a Parks but an Outdoor Assets Master Plan. That such a plan should have included permitting for recreational uses guided by commercial entities, permitting for commercial activities for instruction and also for general profit based endeavors is without question. Unfortunately prior administration and Councilors were asleep at the wheel in many aspects of governance and planning; let alone this one. The revenue potential alone

should have given them cause to pursue such a Master Plan. The benefit it would have given to OIPI, FOVR, Rigging for Rescue etc etc would have been invaluable. I am surprised that leaders in the Outdoor Rec Community here in Ouray didn't do more to push for such a plan sooner.

I for one would entertain such a plan being developed as part of our forthcoming Community Plan; and believe they have addressed just such a strategy.

With regard to your concerns with the contract. There are two lines of reason to follow here. A) Contracts between the City and other parties are by necessity open to review by the public. As is the case with all contracts from City Admin hiring to OIPI agreements. However, the contents of such and the legal implications are subject to the judgment of the Council and Legal Council. They may not always be available to, nor is it always required; that pubic be given authority to change those agreements. That power rests with people at each election cycle. B) when such contracts are granted as in this case to entities that are acting as agents of the City (OIPI/ FOVF) those contracts become something of a precedent setting mechanism. In this case the contract used is very much similar to the one with OIPI. To be fair it actually gives the City far more authority over final decision making in regards to rules, and policies than the OIPI contract currently in use.

I am concerned that you feel you have not been included in this process. It has been conveyed to me by many parties that as early as 3 years ago Rigging For Rescue was included in the conceptual and final route planning of the VF. That to this end no area used by Rigging for Rescue will be conflicted, abridged or infringed upon by the VF route. If this is not the case then we need to review the route once more. If the conflict is simply in the approach to used routes by VF and Rigging for Rescue; I do not feel that is sufficient grounds to deny the entire Ouray Community access to this project and the subsequent potential benefits of its completion and opening.

Regarding my comments at the opening of the discussion in the meeting Monday past; As I am not a climber in the Ouray Community, but am heavily invested not only financially but personally in the success of Ouray; I have tried over the past 4 years to review the various contracts, discussions, committees, etc etc that have been focused on the climbing community; with an objective and impartial perspective. And from all of that it occurs to me that there exists some conflict between Nate Disser, Mark Upenlatz, Frank Robertson, Dan Chehayle, Kevin Kopric and you; that goes back many years, is unresolved and

has cost the City, Community, and Climbing Community not only thousands of hours of time but also many thousands of dollars of resources. And while the Climbing enterprise here in Ouray does not make up a full 20% of total business in Ouray; the resources applied to manage this conflict between the handful of you has been greatly outsized in proportion. That while all of us are more than willing to provide equal and ample support in planning, development, creation, and expansion of that climbing enterprise for All Climbers; I for one am over tired of the City and the Community at large being repeatedly flung into the middle of your personal spat.

To conclude, The entire Climbing Community have been given repeated and full access to the entire Via Ferrata development process. The OIPI, OCA, Rigging for Rescue, and any individual climbers that chose to engage, were all invited to participate not only in route setting, but in foundational and conceptual approval of a Via Ferrata here in Ouray. None have materially objected to a Via Ferrata. Even now, it appears to only be again, a small handful of people taking personal issue with the operators of the VF. Which leads me to the conclusion that the Via Ferrata is a positive addition to the Climbing enterprise here in Ouray. The contractual management of which has been worked out in contract by City Legal Council, reviewed by the people, and unless materially detrimental to the City of Ouray shows no justifiable reason to be abandoned or altered.

Sincerely,

K John Wood Mayor ProTem.

City of Ouray Ouray, CO

From: Rigging for Rescue < info@riggingforrescue.com>

Sent: Thursday, April 23, 2020 11:23 AM

To: Greg Nelson < nelsong@cityofouray.com >; John Wood

<<u>woodkj@cityofouray.com</u>>; Peggy Lindsey <<u>lindseyp@cityofouray.com</u>>; Ethan Funk <<u>funke@cityofouray.com</u>>; Glenn Boyd <<u>boydg@cityofouray.com</u>>; City Administrator <<u>administrator@cityofouray.com</u>>; <u>cav@mastersviner.com</u> <<u>cav@mastersviner.com</u>>

Cc: Dolgio Nergui <<u>dolgio@gmx.com</u>>; Lance Sullins <<u>lance@peakguides.com</u>>; logan tyler <<u>climbhigh95@gmail.com</u>>; <u>mike@ouraynews.com</u> <<u>mike@ouraynews.com</u>>; <u>info@canyoningcolorado.com</u>

<info@canyoningcolorado.com>; Eric Jacobson <eric@ouraynet.com>

Subject: Via Ferrata Draft Agreement

Hello City Council,

I would like to begin by offering my appreciation to Council for tabling the Draft Agreement for two weeks so that I and others could read the document and offer critical review. I have spent several hours going over the document and have attached to this email my comments. The attached document is in Microsoft Word with track changes. I highlighted areas of the document that I found concerning and then added my own comments to each highlighted item.

I do, however, have additional comments that I wish to make in the text portion of this email.

Mayor Nelson,

At the conclusion of the discussion of the Draft Agreement during the City Council Zoom meeting, you tasked the principals of FOVF to contact interested stakeholders and address any issues, concerns, etc (I am paraphrasing) with the document in question. My critique for you would be that this is akin to advising FCI Construction to reach out to people in Ouray who might have issues with the pool construction. I am not interested in negotiating with the developer. I am interested in being provided an avenue by which to offer my thoughts and critiques to my elected officials.

Councilman Wood,

In your opening remarks prior to hearing from the public, you offered a salvo of sorts expressing weariness of hearing ongoing arguments, griping, etc (again, paraphrasing) from climbers about local recreational resources. With all due respect sir, that is what you signed up for when you ran for elected office.

To All,

I did not want to muddy the waters in the Zoom meeting regarding City permitting, as I thought there would be a better time to weigh in. The question of City permitting was raised and there was collective doubt/ignorance as to what the City has in place. To my understanding the City has no permitting process for recreational uses on City property aside from the Ouray Ice Park agreement. I say this because it is what I was told when I approached the City many years ago on this very topic. Prior to the USFS and City of Ouray land consolidation deal in the Ouray Ice Park vicinity, I was (and still am) a public lands permit holder for conducting rope rescue training seminars on the Ouray Ranger District. When the City purchased the USFS land that I had been utilizing (via permitted use) since 2002, I approached Administrator Rondinelli and inquired about any necessary paperwork for continuing my operations. I learned that no permit

system was in existence and that an additional insured certificate from my liability insurance carrier would suffice. And I have faithfully supplied that each and every year since.

The City should be aware, however, that there are many commercial users who regularly utilize City property for commercial gain (e.g. Rotary Park rock climbing, Rigging for Rescue trainings, perhaps Canyoning activities). And I suspect the City is glad to have that business. But absent a permitting process, it can lead to user conflicts. I think that dubbing ourselves the Recreational Capital of Colorado is only going to continue us along the pathway of future user group conflicts unless a comprehensive management plan of the City recreational assets is developed and implemented. At a minimum, confirmation of liability insurance and first aid qualifications should be requisite.

Ironically, the absence of a permitting process has caused me a lot of the heartache on the VF development. Had a permitting process been in place, there would have been a procedure to follow upon receipt of the initial VF development concept. For example, contacting existing stakeholders (i.e. permittees) to address potential conflicts, other interested parties such as Eric Jacobsen or FERC to assess any issues, etc. My point is that this project will just be the next project that the City has to address on a case-by-case basis unless a comprehensive plan is put into place. Prior to engaging in the next recreational Operating Agreement on City land, I would recommend the City take inventory of their existing recreational assets, determine who is using them and for what purposes, and form a rec district with a management plan that takes into consideration all of the core issues of multiple user groups and the like.

With that I will say thank you for your time and consideration. Please see attached doc.

Best regards,

Mike Gibbs, owner/director

ITRA Instructor - Level 3 SPRAT Level 3; IRATA Level 2

Rigging for Rescue, LLC 1900 Main St. Unit 6A, P.O. Box 745 Ouray, CO 81427-0745

1-970-325-4474 info@riggingforrescue.com

From: Andy Nasisse
To: Melissa Drake
Subject: Via Ferrata

Date: Monday, April 27, 2020 10:52:50 PM

Sent from my Its one thing for climbers to establish ground up climbing routes that might have an occasional fixed anchor (a bolt and hanger), a very discrete way of protecting the climber from a serious fall.

But it is an entirely different matter for a money making operation to drill deep and large holes in the rock, installing big metal bars and cables that stretch across the rock, effectively turning the cliff face into a gymnasium for tourists who if they really want to learn to climb have a number of guides and outfitters that can teach them how to experience a vertical adventure without leaving much trace and without destroying the rock.

I see the Via Feratta as the perfect money making operation that will appeal to the thousands of overweight motorcycle riders that infest Ouray every summer and just one more insult to the natural beauty of this town. At some point you all need to ask yourself if the money that an operation like this brings in is worth destroying a little more of the most beautiful place in Colorado which has already been compromised by all the lazy tourists (and locals) too afraid to actually walk or hike in these mountains.



City Council City of Ouray Ouray, CO 81427

April 27, 2020

Dear Ouray City Council,

We, the Ouray Climbers Alliance (OCA), a local grassroots climbing advocacy organization, are hereby submitting our comments regarding the proposed Ouray Via Ferrata Management Agreement (Agreement) between the Friends of the Ouray Via Ferrata, LLC (FOVF), and the City of Ouray (City).

OCA is greatly concerned that the Agreement creates a dangerous precedent of a private entity modifying natural geological features and installing man made structures on public lands for the purposes of a commercial enterprise, thus limiting public access to their lands, without proper public comment and transparency. OVF was originally created and permitted on the City of Ouray and Ouray County lands with the understanding that it was to be a recreational asset for public use and public good. The Agreement, however, gives sweeping authority to FOVF, a private LLC, to grant or deny public access. The agreement also gives exclusive rights to FOVF to conduct and supervise commercial activities (Concessions and Events) without a fair and open bidding process. Imagine if RAT or Ouray County Nordic Council suddenly entered into similar agreements over managing mountain bike or nordic trails with a government agency!

Since a substantial portion of OVF is situated on Ouray County lands, we urge the Council to postpone their decision to ratify the Agreement so that the residents of Ouray County have ample time (at least 30 days) to review and comment on the Agreement. This brief postponement would also give businesses and non-profit organizations a fair chance to be considered for the Events and Concessions agreements (that need to be separate from the Management Agreement). As a local affiliate of the Access Fund, OCA would like to point out that the necessity of public input in management of fixed climbing protective gear on public lands is consistent with the joint Access Fund and American Alpine Club Fixed Anchor Policy (please see attached, #7 and #8 on page 2).

Additionally, we disagree that the basis of the Agreement should be based on the Ouray Ice Park (OIPI) model. The dynamic nature of the ice climbing medium necessitates the public,

via land manager, i.e. government, to enter into a management agreement for annual production of ice and maintenance throughout the ice climbing season. OVF, if installed based on international standards and specifications, does not need to be actively maintained as the Agreement suggests. The requirements of ensuring public safety (i.e. OVF fixed protection inspection and maintenance) and stewardship of the public property should have been put in place during the permitting process of OVF construction.

OCA have been a supporter of OVF since inception as it introduces the joys of climbing and mountain exploration to the public, so it is not our intent to arbitrarily delay the opening of OVF and deny residents and visitors of Ouray the pleasure of this recreational asset. We strongly believe, however, that without a fair and transparent process we cannot achieve prudent management of our natural resources.

Attached, please find our specific comments regarding the Agreement and redlined copy of the Agreement.

Sincerely,

Board of Directors
Ouray Climbers Alliance - a Section 501(c)(3) Non-Profit Organization

The Ouray Climbers Alliance was founded to serve as a unified voice for climbers in Ouray County and surrounding areas through advocacy, stewardship, and education.

- 1. <u>Definition.</u> For the purposes of providing more clarity to the general public without technical climbing experience or knowledge we advise to avoid using terms such as "climbing" or "rock climbing" when referring to Ouray Via Ferrata ("OVF"). We recommend using the UIAA International Climbing and Mountaineering Federation's ("UIAA") definition of Via Ferrata: "A route is fully –and permanently- provided with facilities and equipment fixed to the rock in order to facilitate the climb and increase safety; this equipment consist in a metallic wire anchored to the rock through specific pitons, ladders, bridges, hooks, and more in general any necessary artificial mean". All references to OVF as "Climbing Route" need to be replaced with "OVF Route".
- 2. <u>Permanent Protective Equipment.</u> When installed on public lands, permanent protective equipment is considered "public", therefore the City should assume the ownership of all permanently placed gear immediately. Any removal of fixed anchors without proper review process should be considered vandalism and prosecuted as such.
- 3. <u>Additions to OVF.</u> Since there have been technical rock climbing routes in existence before the construction of OVF, any material alterations of OVF Route (e.g. adding new paths or sections) shall go through a proper public review process by submitting the proposed changes to the stakeholders (OCA).
- 4. <u>Events and Concessions.</u> The events and concessions need to be covered by a separate agreement and go through an open and fair bidding and vetting process.
- 5. <u>Fees.</u> The "Fees" section should explicitly state that recreational users will not be charged any fees.
- 6. <u>Transparency and Governance.</u> Entities managing OVF, Events and Concessions shall provide their Bylaws and the lists of their Board of Directors. The entities shall notify the public at least 30 days in advance of any material changes in their bylaws, articles of incorporation or board structure. The entity managing OVF and Concessions shall include a diverse board, the majority of which consists of members of the community who have no material connections to the FOVF (principals of San Juan Mountain Guides, contractors, employees).
- 7. <u>Advisory Board.</u> The City of Ouray shall form an advisory board relating to all matters concerning the OVF within 30 days of the ratification of this Agreement. The advisory board shall consist of members of the community with deep knowledge of technical rock climbing, climbing etiquette and stewardship of public lands and waterways.
- 8. <u>Public Safety</u>. Any closure considerations and decisions shall be reviewed by the above mentioned Advisory Board.
- 10. <u>Conservation.</u> The Agreement fails to include any provision for public bathrooms. We are concerned about human waste impact from users of the OVF. We recommend that 100% of concession fees go toward bathroom installation and maintenance until such time as enough resources have been collected.
- 11. <u>Rules.</u> "Inexperienced users should hire a professional guide" needs to be changed to "are strongly recommended" instead of "should".

OURAY UNCOMPAHGRE GORGE VIA FERRATA

Proposed Re-route at Bipolar Spire

April 29, 2020

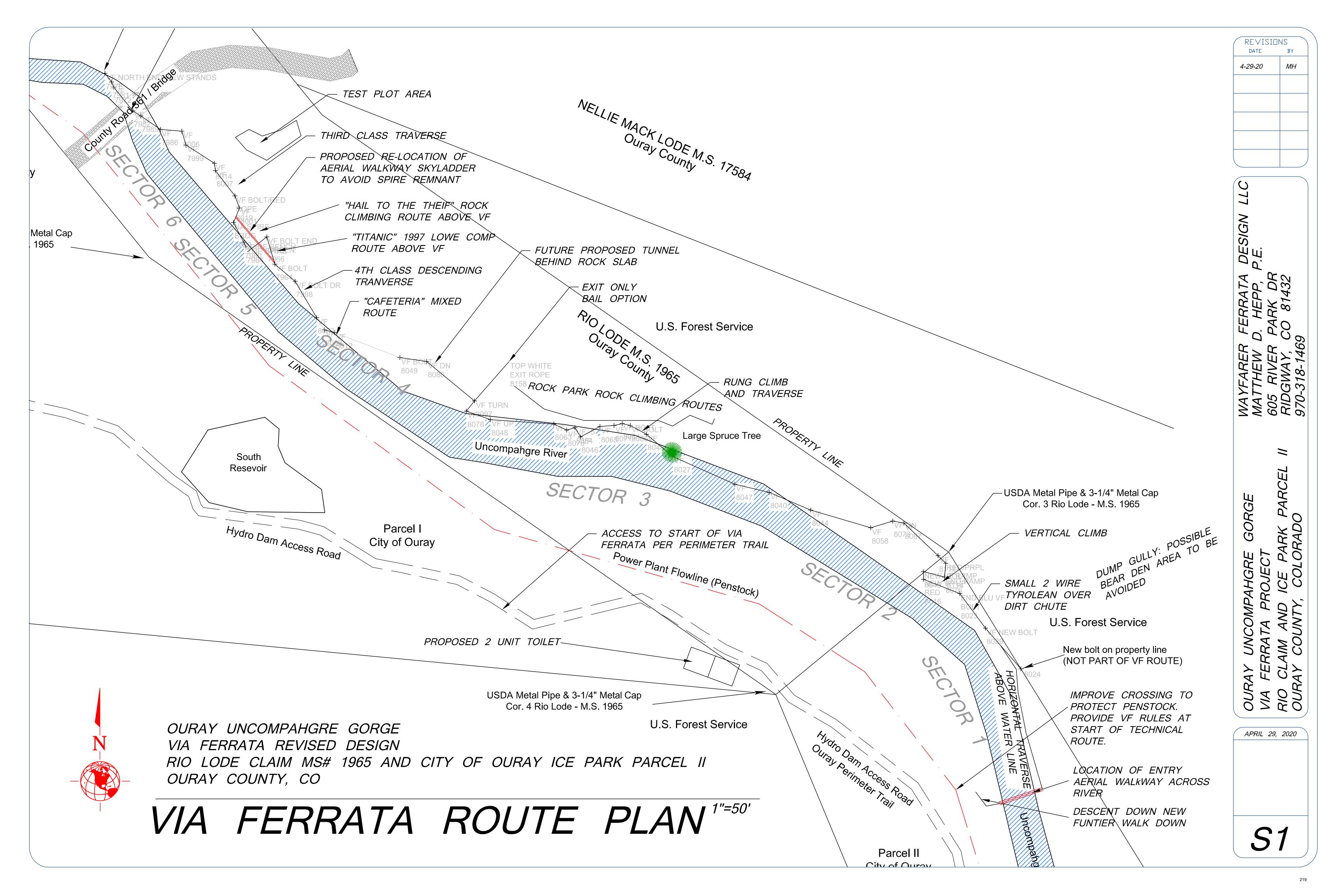
Wayfarer Ferrata Design LLC 605 River Park Dr. Ridgway, CO 81432 (970) 318-1469

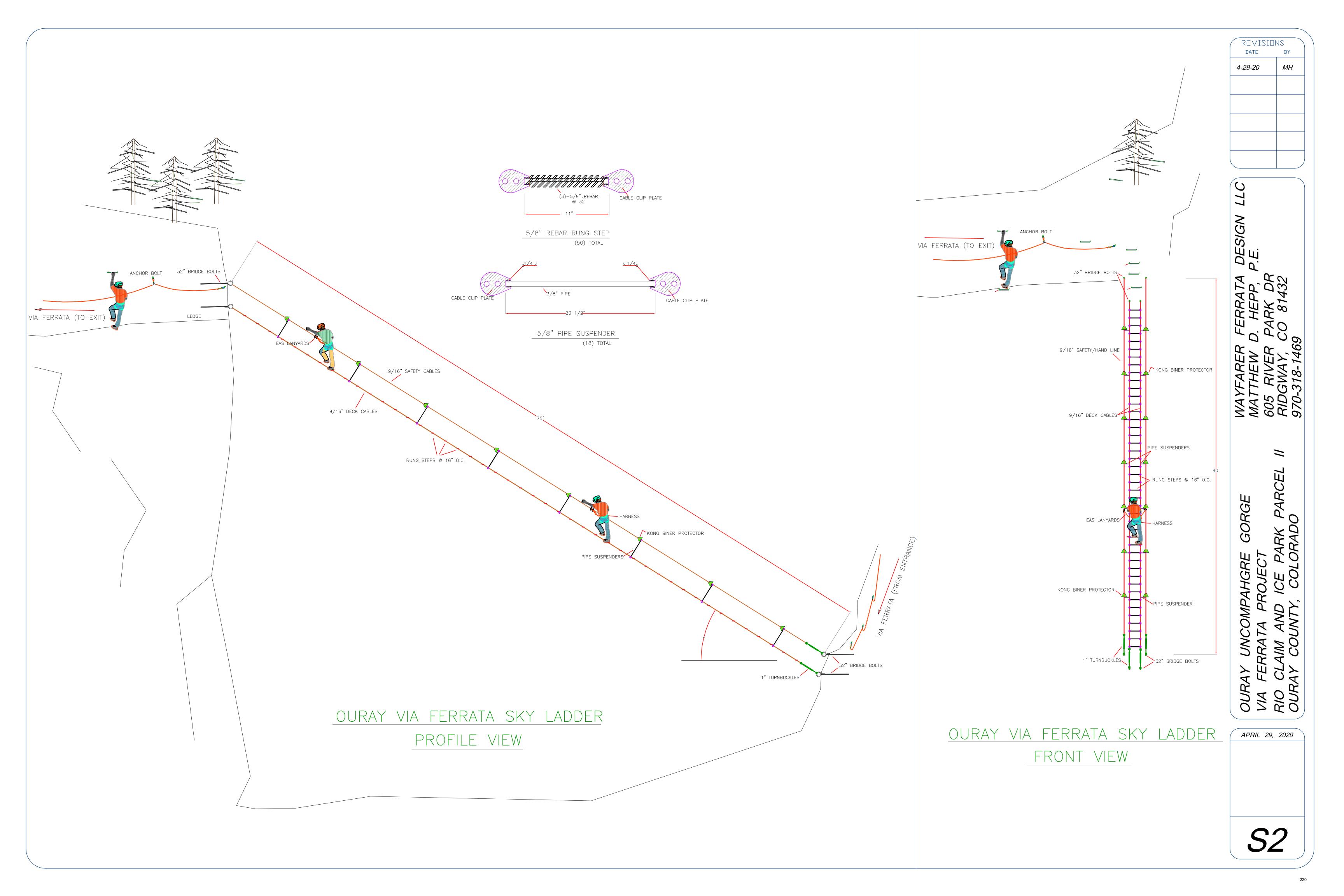
After a break in construction over a dormant winter season, it was discovered by WFD and Canyon Bridge LLC on April 17, 2020 that the Bi-Polar Spire had significantly shifted. The Bipolar Spire is a feature in the Uncompangre Gorge that has had ice climbing routes on it for many years. The via ferrata route was to feature a cable bridge to the base of the spire, a rung climb to the top, and a cable bridge back to the canyon wall. Recently and quite unexpectedly, the spire was pushed over to a leaning position on the East side of the gorge. As a result, the spire is no longer useable as part of the route and will require a proposed reroute to avoid the spire and any possible hang fire. We propose a new design of a single "Skyladder" aerial walkway (half bridge and half ladder). We have completed preliminary design and engineering of a Skyladder to comply with ASTM and CEN safety standards. The walkway will consist of four cables strung across a 75' span at an angle of approximately 32 degrees with bars for foot placement and cables for hand placement. This feature, near the end of the route will provide a dramatic and thrilling finish. WFD and Canyon Bridge have carefully evaluated the alignment of the proposed reroute with scrutiny to soundness of rock and very adequate clearance of hang fire from the spire remnant. Both ends have good quality rock and good entry/exit very near the terminations of the completed via ferrata installation. This site would be clear of all existing and potential climbing routes, both rock and ice. As a bonus, the ladder would pass right in front of the historic Jeff Lowe ice climbing comp route. It is our professional opinion that this proposed re-route is the cleanest and best option to avoid existing and future ice- and rockclimbing routes. We present this route modification due to field conditions for information and comment. We can promptly finish the design and engineering and coordinate with the work crew to begin construction in a timely manner. The completed final route will be inspected, documented, and catalogued as part of the final engineering certification.

Respectfully submitted,

Matthew D. Hepp, PE Wayfarer Ferrata Design LLC







From: Greg Nelson
To: Carol Viner

Cc: Melissa Drake; John Wood

Subject: Fwd: Ouray Via Ferrata Management Agreement

Date: Friday, May 1, 2020 10:02:39 AM

Another comment on the OVF. Comments appear to be along the same lines as previous comments.

Greg Nelson Mayor City of Ouray, Colorado

From: Roger Schimmel <rogschim@gmail.com>

Sent: Friday, May 1, 2020 8:40:21 AM

To: Greg Nelson <nelsong@cityofouray.com>

Subject: Ouray Via Ferrata Management Agreement

Dear Mayor Nelson;

I am writing this email to express my concern regarding the proposed Management Agreement between the City of Ouray and the Friends of the Ouray Via Ferrata, LLC (FVOF).

In general, I believe that it is a mistake to allow what the Agreement describes as a City owned recreational asset to be managed by a private entity. It is more proper that this asset be managed by a diverse Board comprised of community members/stake holders. The selection of any Board tasked with the management of the OVF should be a transparent process, including providing the names of the Directors and any bylaws governing their activities. The make up of the Board should be formed after sufficient community input and comment. While it appears the community has had input regarding the installation of the Ouray Via Ferrata (OVF), I don't believe adequate community input has been allowed regarding the development of this Agreement.

I appreciate the fact that at this difficult time it is not easy to organize Council meetings that allow for easy input from the community. As such, I believe it would be appropriate to postpone finalizing any Management Agreement until time allows ample community comment (at least 30 days).

Following are several specific comments regarding the Agreement:

• The OVF should not be referred to as a rock climbing asset, nor should any entity managing the OVF be tasked with "creating, operating, maintaining,... the OVF for the sole purpose of rock climbing...". References to that should be deleted. This nomenclature will only serve to confuse people and gives the impression that all rock climbing on the Property is to be managed rather than just the OVF. Rather than refer to a "Climbing Route", substitute Via Feratta or OVF. Although it is true that Via Ferratas require harnesses, helmets, and safety tethers, they are very different from technical rock climbing routes. There are true rock climbing routes in the area of the OVF, and it

should be made clear to whomever manages the OVF, that any changes to the OVF that may impact existing or potential rock climbing routes should be reviewed by the climbing community/other stakeholders.

- Section III, Concessions, provides for the management of commercial guiding activities. It should be made clear that this shall be an open and fair bidding process.
- Although Section VII, Statutory Protection, does mention in an aside that recreational users will not be charged a fee, this is more properly addressed in Section IV, Fees. It should be specifically mentioned in this section.
- Currently as written, the Agreement would give the FOVF "sole discretion" to close areas in the vicinity of the OVF for safety concerns. It is concerning that the City should give a private entity the ability to close a City owned recreational asset. The Agreement gives FOVF the sole discretion to "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". At a minimum, there should be some kind of review process to confirm the necessity of any closure(s).
- Considering the potential for a large influx of users, it is essential that provisions be made for human waste. Therefore, the first priority for any fees collected should be for the construction of adequate facilities.

In summary, I wish to make clear that I see the OVF as a valuable community asset. I believe that care has been taken in selecting the route. My major concern is the way this asset will be managed. I believe there is sufficient time to rework this agreement to satisfy the interests of all affected community members.

Thank you for your attention in this matter.

Sincerely,

Roger Schimmel PO Box 1334 Ouray, Colorado 81427

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT made and entered into effective the 4th day of May, 2020, by and between:

- A. The City of Ouray, Colorado (the City) and
- B. Aplin Masonry of Telluride, Inc., a Colorado for profit corporation with its principal place of business being 1155 High Bluff Drive, Placerville, Colorado, 81435 (the Contractor).

Article 1 The Project

The Project consists of the Columbus Building Brick Restoration.

Article 2 Scope of Work

- 2.1 The term "Work," as used in this Contract includes all labor necessary to produce the construction required by this Contract, and all materials and equipment incorporated or to be incorporated in such construction as set forth in and attached here as Exhibit A, Request for Proposal, Drawings and Specifications.
- 2.2 The Contractor shall provide the required Work.
- 2.3 By executing this Contract, the Contractor represents that it has visited the site and become familiar with the local conditions under which the Work must be performed.

Article 3 Time of Commencement and Completion

- 3.1 The Work shall be commenced as soon as the Contract is executed and the written Notice to Proceed from the City is provided to Contractor.
- 3.2 The Work will be completed by July 1, 2020, unless extended by mutual agreement of the parties.

Article 4 Contract Price and Payment

- 4.1 The City will pay the Contractor an amount not to exceed Two Hundred and Seven Thousand dollars (\$207,000.00) as set forth in Exhibit B Proposal dated April 23, 2020 (Contract Price), for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in this Contract.
- 4.2 The City shall make period progress payment to Contract within fifteen (15) days following the City's Representative's approval of the Work completed. Progress payment shall be in an amount equal to ninety percent (90%) of the Work completed until fifty percent (50%) of the total Work on the Project, as determined by the Project manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project site and suitable stored. After fifty percent (50%) of the total Work is completed, the retainage shall be reduced to five (5%). A progress payment shall be made only after the Contractor has submitted an application for a progress payment on a form approved by the City's Representative, and if request by the City's Representative, Contractor shall submit copies of all invoice from any subcontractors or suppliers and partial waivers executed by each subcontractor or supplier to who payment is to be made by Contractor and the City's Representative, or within any time period set forth in the Contract Documents, as modified or extended, the City is expressly authorized to withhold any progress payment for such Work until such Work is completed.
- 4.2 Since the Contract Price exceeds Fifty Thousand Dollars, after completion of the Work, the City shall publish a Notice of Final Settlement, twice, at least ten (10) days prior to the date of final settlement. The City shall withhold from final payments any amounts as required pursuant to C.R.S. § 38-26-107.
- 4.3 Payments may be withheld on account of: (a) defective Work not remedied; (b) claims for nonpayment against Contractor or any subcontractor asserted or evidence which indicates probable assertion of such claims; (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment; (d) damage to another contractor or the City; or (e) unsatisfactory prosecution of the Work by the Contractor.

- 4.4 Final payment shall not be due until: (a) forty-five days after the completion of the Work; (b) publication of the Notice of Final Settlement, if the Contract Price exceed fifty-thousand dollars; (c) the City's Representative has inspected and approved the Work as complying with the contract; (d) receipt of copies of all invoices from any subcontractors and suppliers and a release executed by each subcontractor and supplier to whom payment is made by the Contractor; (e) receipt of any manufacturers or suppliers warranties and equipment literature; and (f) any as built plans required are delivered to the City.
- 4.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and remaining unsettled.
- 4.6 Any and all payments by the City pursuant to this Contract shall be subject to the annual appropriations of money.

Article 5 Additional Documents

- 5.1 Attached and incorporated into this Contract are the following exhibits:
 - 5.1.1 Exhibit A Request for Proposal, Drawing and Specifications
 - 5.1.2 Exhibit B Proposal Dated April 23, 2020
 - 5.1.3 Exhibit C Subcontractor Certification Form
 - 5.1.3.1 Exhibit D State of Colorado Certification and Affidavit Regarding Unauthorized Immigrants

Article 6 City's Representative

- 6.1 For the purposes in this Contract, the City's Representative shall be the Community Development Coordinator, Aja Tibbs.
- 6.2 The City's Representative will provide general administration of the Contract and will be the City's representative during construction and until issuance of the final certificate for payment.

- 6.3 The City's Representative shall have access to the Work wherever it is in preparation and progress.
- 6.4 The City's Representative will make periodic visits to the site to become familiarize generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with this Contract. The City's Representative will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work. The City's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The City's Representative will not be responsible for construction means, methods, techniques, sequences procedures or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with this Contract.
- 6.5 Based on such observations and the Contractor's applications for payment, the City's Representative will determine the amounts owing to the Contractor and will issue certificates for payment.
- 6.6 The City's Representative will be, in the first instance, the interpreter of the requirements of the Contract and will make decisions on all claims and disputes.
- 6.7 The City's Representative will have authority to reject all or any portion of the Work that does not conform to this Contract.

Article 7 City Obligations

- 7.1 The City shall furnish all necessary drawings and specification.
- 7.2 The City shall be responsible for the building permit fees.
- 7.3 The City shall secure any required permanent easements or real property necessary for the project and advise Contractor of the boundaries of City's easements or property, if necessary.

7.4 The City shall issue all instructions to the Contractor through the City's Representative.

Article 8 Contractor Obligations

- 8.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract.
- 8.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 8.3 The Contractor shall at all times enforce strict discipline and good order among its employees, its subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned.
- 8.4 The Contractor warrants to the City and the City's Representative that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with this Contract. Any Work not so conforming to these standards may be considered defective.
- 8.5 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor's expense except as provided in Section 6.2. The City is exempt from state and local sales and use taxes. Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue pursuant to C.R.S. § 39-26-708(3).
- 8.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work and shall notify the City's

- Representative if the drawings and specifications are at variance therewith.
- 8.7 The Contractor shall be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- 8.8 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by its operations or operations of its subcontractors. At the completion of the Work the Contractor shall remove from the Project all waste materials, rubbish, tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Project "broom clean" or its equivalent, except as otherwise specified.

Article 9 Subcontractors

- 9.1 A subcontractor is a person who has a contract with the Contractor to perform any of the Work on the Project.
- 9.2 Unless otherwise specified in this Contract or in the instructions to bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the City's Representative in writing a list of the names of subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any subcontractor to whom the City may have a reasonable objection. The Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Contract insofar as applicable, including supplying the City with a completed State Historic Fund Subcontract Certification Form using the form attached as Exhibit C.

Article 10 Separate Contracts and City Work

10.1 The City reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

- 10.2 The Contractor shall afford other contractors or the City reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate its efforts with theirs.
- 10.3 Any costs caused by defective or untimely work shall be borne by the responsible party.

Article 11 Performance and Payment Bonds

- 11.1 If the Contract Price exceeds Fifty Thousand Dollars, a Performance and a Payment Bond shall be submitted by the Contractor.
 - 11.1.1 Each bond shall be in the amount of the Contract Price and shall either be in the form supplied by the City or shall be in such other form as approved by the City.
 - 11.1.2 Each bond shall comply with the requirements of C.R.S. § 38-26-105 and 106.
- 11.2 If the Contract Price is Fifty Thousand Dollars or less, at the City's discretion, a clean irrevocable letter of credit to the City from a bank acceptable to the City may be substituted for Performance and Payment Bonds. Such letter of credit shall not expire prior to one (1) year following final settlement.
- 11.3 The City reserves the right to require Performance and Payment Bonds if a Change Order increases the Contract Price in excess of Fifty Thousand Dollars.

11.4

Article 12 Time

- 12.1 All time limits stated in this Contract are of the essence.
- 12.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual

delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause that the City's Representative may determine justifies the delay, then the contract time shall be extended by change order for such reasonable time as the City's Representative may determine.

12.3 In strict accordance with C.R.S. § 24-91-103.5, the City shall not amend the Contract Price to provide for additional compensation for any delays in performance that are not the result of acts or omission within the control of the City or person acting on behalf of the City. The City shall extend the time of performance; however, to correspond to the length of any delay suffered by Contractor due to activities or circumstances that are unforeseen or unforeseeable in the construction industry, and so long as such delay is not attributable to Contractor's acts or omissions, or those of any person or entity or subcontractor controlled or selected and contracted for by Contractor.

Article 13 Liquidated Damages

The time of completion of the construction of the Project is the essence of this Contract. Should the contractor neglect, refuse or fail to complete the construction within the time agreed upon, after giving effect to extensions of time, if any, then, in that event and in view of the difficulty of estimating with exactness the damages caused by such delay, the City shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the contractor the sum of \$500.00 per day for each and every day that construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty.

Article 14 Protection of Persons and Property and Risk of Loss

14.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (a) all employees on the Work and other persons who may be affected thereby; (b)

- all of the Work and all materials and equipment to be incorporated therein; and (c) other property at the site or elsewhere.
- 14.2 The Contractor shall bear all risk of loss to the Work, or materials or equipment for the Work due to fire, theft, vandalism, or other casualty or cause, until the Work is fully completed and accepted by the City. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

Article 15 Indemnification

To the extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.

Article 16 Insurance

The Contractor agrees to procure and maintain, at its own cost, during the entire period of this Contract, a policy or policies of liability insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Contract including property, bodily injury and death, as well as claims worker's compensation and other employee benefit law. Such insurance shall be a combined single limit of not less than two million dollars (\$1,000,000) per occurrence for bodily injury or death, and \$2,000,000 in aggregate plus City approved minimum bodily injury limits; automobile liability insurance limits and property damage limits. Such insurance shall name the City as additional, incurred, and shall provide for a minimum thirty (3) days' written notice of cancellation. Proof of such

insurance shall be filed Contractor with the City prior to the execution of this Contract by the City.

- 16.1 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against any monies due to Contractor from the City.
- 16.2 The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 16.3 This Contract shall not be executed, and no Notice to Proceed shall be given until the certificates required above, are submitted and approved by the City.

Article 17 Governmental Immunity

The parties understand and agree that the City is relying on and does not waive or intend to waive by any provision of this Contract the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 *et seq.*), or otherwise available to the City, its officers, or its employees.

Article 18 Changes in the Work

- 18.1 The City without invalidating this Contract may order changes in the Work consisting of additions, deletions, or modifications with the contract sum and the contract time being adjusted accordingly. All such changes in the Work shall be authorized by written change order signed by the City.
- 18.2 The contract sum and the contract time may be changed only by Change Order.

18.3 The cost or credit to the City, if any, from a change in the Work shall be determined by unit prices if specified in this Contract, or by mutual agreement.

Article 19 Correction of the Work

- 19.1 The Contractor shall correct any of the Work that fails to conform to the requirements of this Contract where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one (1) year from the date of final settlement of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by this Contract.
- 19.2 The provisions of this Article apply to the Work done by subcontractors as well as to the Work done by the Contractor and are in addition to any other remedies or warranties provided by law.

Article 20 Termination by the Contractor

If the City's Representative fails to issue a certificate of payment for a period of thirty (30) days through no fault of the Contractor, or if the City fails to make payment thereon for a period of thirty (30) days, the Contractor may, upon seven (7) days' written notice to the City and the City's Representative, terminate this Contract and recover from the City payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

Article 21 Illegal Aliens

- 21.1 The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- 21.2 The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

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

- 21.8 The Contractor shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the City.
- 21.9 In addition to abiding by the terms above, Contract agrees to complete the State of Colorado Certification and Affidavit Regarding Unauthorized Immigrants, attached as Exhibit D and Contractor shall not begin the job unless this Exhibit D is completed and provided to the City.

Article 22 Termination by the City

- 22.1 This Contract is contingent upon the City's issuance of a Notice to Proceed to the Contractor, which shall only be issued upon the City's approval of a submitted design by the Contractor, pursuant to separate contractual arrangement with the City. Should the City not approve of the design as submitted, the City is not obligated to issue a Notice to Proceed with this contract and reserves the right to terminate this contract accordingly, with no payment or penalty obligation whatsoever.
- 22.2 If the Contractor defaults or neglects to carry out the Work in accordance with this Contract or fails to perform any provision of the contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contractor's work under the contract and take equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. These

- rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.
- 22.3 Notwithstanding any other provisions in this Contract, the City may terminate this contract, with or without cause, with seven days written notice to the Contractor. Upon receiving such written notice from the City terminating the Contract, Contractor shall cease providing services related to the Work immediately. The City shall only be liable for payment to Contractor for Contractor's services related to the Work that were performed prior to receipt of the notice. In addition, the City shall only be liable for materials acquired by Contractor prior to receipt of the notice. Materials paid for by the City under this provision shall be the property of the City and shall be immediately deliverable by Contractor upon such payment by the City. The City shall not be liable for any services performed or materials acquired after receipt of the notice.

Article 23 Miscellaneous Provisions

- 23.1 Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this Contract and to enable the requesting party to enjoy the full benefits conferred upon such party by this Contract.
- 23.2 This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this Contract.
- 23.3 This Contract is expressly subject to the provision of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the City nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Ouray City Council for payment of the Contract. The City acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in

- addition to those already appropriated unless and until the same are lawfully appropriated by the Ouray City Council.
- 23.4 This Contract shall inure to the benefit of and be binding on the parties, their successors and assigns.
- 23.5 If any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
- 23.6 This Contract shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this Contract and venue shall be in Ouray County, Colorado.
- 23.7 No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
- 23.8 The rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law.
- 23.9 The terms of this Contract shall remain in full force and effect following final payment.
- 23.10 This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 23.11 For the convenience of the parties, signatures to this agreement may be provided through electronic means. The signature of a party to this agreement supplied by electronic means shall be as binding as an original.

23.12 Wherever in this Contract, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Contract, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply. This contract is governed by the laws of the State of Colorado.

CITY:	CONTRACTOR:	
Greg Nelson, Mayor	Simon Alpin, President	
Attest:		
Melissa Drake, Clerk	_	

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



970.325.7211 Fax 970.325.7212 www.cityofouray.com

April 9, 2020

REQUEST FOR PROPOSAL

Columbus Building Brick Restoration

Questions Deadline: April 17, 2020, 4:00 PM, MDT Proposals Due: April 23, 2020, 12:00 PM, MDT

Sealed Bid Opening: April 23, 2020, 12:15 PM MDT, Community Center, 320 6th Ave, City of Ouray, CO

The City of Ouray, Colorado is accepting proposals from qualified private companies or individuals to provide construction, labor, and materials for the restoration of the brick façade at the Columbus Building, 740 Main St, Ouray, CO. Proposals will be received, registered, and publicly acknowledged up to and including April 23, 2020, at 12:00 PM MDT at the City Hall offices, 320 6th Avenue. Proposals will not be accepted after 12:00 p.m. MDT on the above date.

Construction may begin as soon as the contract is signed and is expected to take two months. Pursuant to the conditions of this RFP, a contract with the successful bidder will be submitted for approval by the City Council.

STATEMENT OF PURPOSE

The City of Ouray is requesting bids for the restoration of the brick façade of the Columbus Building, 740 Main St, Ouray, CO.

SCOPE OF WORK

See Exhibit A and B

TERMS AND CONDITIONS

Receipt of Proposals

The submitted proposal(s) must be received by the City prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the vendor must insure that the proposal is actually delivered. Proposals submitted via facsimile or email will not be accepted.

Questions and Inquiries

Questions and inquiries about this RFP should be directed to Aja Tibbs, Community Development Coordinator, tibbsa@cityofouray.com. Questions should be submitted by email writing on or before 4:00 pm on the date specified herein.

Reservations

The City reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found to be in the best interest of the City. Additionally, although the City desires to contract with a single vendor for all work/services to be provided, the City reserves the right to split the work/services and deal with multiple Contractors if it is deemed to be in the City's best interest. All proposals become the property of the City of Ouray.

Reimbursements

There is no express or implied obligation for the City of Ouray to reimburse responding Contractors for any expenses incurred in preparing proposals in response to this RFP and the City will not reimburse responding vendors for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and any potential vendor. Only written requirements and qualifications will be considered.

Management

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Insurance

The vendor shall procure and maintain throughout the duration of the project at its sole expense commercial insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance of the work. The Contractor shall be required to provide general commercial liability insurance, naming the City as an additional insured in the amounts of \$1,000,000 per occurrence and \$2,000,000 in aggregate. The contractor shall also be required to indemnify and hold the City harmless. The City does not provide mutual indemnity of third party contractors. Policies shall include City approved minimum Bodily Injury Limits; Automobile Liability Insurance Limits and Property Damage Limits. Coverage shall be maintained for two years after the termination of the contract. The City, its officers, employees, and elected officials shall be named as additional insured to all applicable coverage.

Payment Terms

Invoices must be submitted by the Contractor to the City of Ouray, Accounting Dept, PO Box 468, Ouray, CO 81427. All invoices will paid in full, less five percent (5%) retainage, within 30 days after satisfactory delivery and billing of goods or services.

Performance Bonds

The vendor is required to furnish a Performance Bond in a penal sum of One Hundred Percent (100%) of the total amount payable under the contract and a Labor and Material Payment Bond in a penal sum of One Hundred Percent (100%) of the total amount payable under the contract. The surety shall be licensed to do business in Ouray County, Colorado, and be acceptable to the City.

<u>Pricing</u>

All pricing submitted with the proposal must be guaranteed for a minimum of ninety (90) days. Upon selection of the Contractor, pricing shall remain in effect for the duration of the Contract.

Negotiations

Negotiations may be conducted with as many as three of the responsible Contractor(s) that submit proposals that are reasonably suitable for selection. All Contractor(s) reasonably suitable for selection based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Project Team. Following any presentations and/or interviews, vendors will be ranked in order of preference and contract negotiations will begin with the top ranked vendor. Should negotiations with the highest ranked vendor fail to yield a contract or if the Contractor is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked Contractor, etc.

Award of Contract

Award of the contract shall be made to the responsible Contractor(s) whose proposal is determined to be the best evaluated offer resulting from the proposal and negotiation process, taking into consideration the relative importance of price and other factors set forth in this RFP.

The awarded Contractor shall enter into a contract with the City for the project in a form and manner set forth by the City Attorney.

EVALUATION FACTORS

After receipt of proposals, the City of Ouray will use the following criteria in the selection process. These evaluation factors will assist in determining which vendors, up to three, will be selected for follow-up presentations. The City may, at its sole discretion, elect not to conduct presentations and begin contract negotiations with the top-ranked vendors as described in this RFP.

- 35% Rates and expenses
- 25% Qualifications and experience
- 15% Project time-line
- 10% Project design and methodology including technical approach and understanding of the scope of the project.
- 10% Single Contractor overseeing entire project
- 5% References

FORMAT REQUIREMENTS

You may respond in writing by sending, one (1) original, five (5) copies and one (1) electronic version (flash drive) of the proposal in a sealed envelope bearing the name and address of the respondent.

The City of Ouray requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, vendors shall follow the following described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

TAB A Qualifications and Experience

- 1) Describe the qualifications and experience of the vendor in the last thirty-six (36) months in performing services in similar size and scope. Particular emphasis will be placed on vendors that have provided similar services in municipalities.
- 2) Identify the project manager and each individual who will work on this project.

TAB B Rates and Expenses (Meters)

- 1) Provide a proposed fee schedule for the system installation. Such as, but not limited to, labor to install meter, cost of miscellaneous materials required to transition from incoming service line to meter and then back to existing waterline serving structure, labor to install remote antennas(if required) on a per unit basis. Per unit cost to replace service water line shut-off valve if required meter reading equipment, and other appurtenance to facilitate automated meter reading.
- 2) Expenses not specifically listed will not be considered reimbursable.

TAB C Project Timeline

1) Proposals must provide the estimated time required to complete the engagement each year.

TAB D Project Design and Methodology

- 1) Proposals must indicate a clear understanding of the scope of work.
- Proposals shall clearly distinguish the vendor's duties, responsibilities, and those of the City. Absence of this distinction shall mean the vendor is assuming full responsibility of all tasks.

TAB E Oversight from Single Contractor

- 1) The City strongly desires to contract with a single Contractor to accomplish all work and/or services outlined in this Request for Proposal.
- 2) Any proposed subcontractor must be identified in the proposal response.
- 3) Any work not conducted by the Contractor or his subcontractor must be disclosed.

TAB F References

1) Provide references for similarly successful projects from three government agencies, including the name of the agency, contact name, telephone, fax and email address. Reference listings should also include any relevant project numbers and contract prices.

TAB G Exclusions, acknowledgement of any addenda issued.

SECTION 040310 - HISTORIC MASONRY CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Work includes removal of existing paint coatings from brick and stone surfaces, prior to masonry unit repair and repointing.
- B. Related Work:
 - 1. Section 040322 "Historic Masonry Repair."
 - 2. Section 040323 "Historic Masonry Repointing."

1.3 DEFINITIONS

- A. Very Low-Pressure Spray: Less than 100 psi (690 kPa).
- B. Low-Pressure Spray:
 - 1. Pressure: 100 to 400 psi (690 to 2750 kPa).
 - 2. Flow Rate: 4 to 6 gpm (0.25 to 0.4 L/s).
- C. Medium-Pressure Spray:
 - 1. Pressure: 400 to 800 psi (2750 to 5510 kPa).
 - 2. Flow Rate: 4 to 6 gpm (0.25 to 0.4 L/s).
- D. High-Pressure Spray:
 - 1. Pressure: 800 to 1200 psi (5510 to 8250 kPa).
 - 2. Flow Rate: 4 to 6 gpm (0.25 to 0.4 L/s).

1.4 ACTION SUBMITTALS

A. Product Data: Submit product data and manufacturer's instructions for all paint removal materials and procedures, including safety data sheets for disposal of waste products.

1.5 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions, including wind, permit removal of paint and masonry cleaning work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Use liquid products to strip or clean masonry surfaces only when air temperature is 50 deg F (10 deg C) and above and is predicted to remain so for at least 48 hours after completion of cleaning.
- C. Comply with local and EPA standards for collection and disposal of waste products generated by paint removal procedures.

1.6 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review minutes of Preliminary Historic Treatment Conference that pertain to masonry historic treatment and repointing.
 - 2. Review methods and procedures related to repair and repointing of historic brick masonry, including, but not limited to, the following:
 - a. Historic treatment specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.

1.7 QUALITY ASSURANCE

- A. Qualifications of Installer: Masonry restoration specialist with minimum of 10 years in historic masonry restoration similar to Work of this Project.
- B. Restoration Standards: Comply with recommendations and provisions in Secretary of the Interior's Standards for Treatment of Historic Properties and NPS Preservation Brief #1 and #6.
 - 1. Provide samples, test reports, and proposed installation procedures to authorities having jurisdiction when requested.

1.8 MOCKUPS

- A. Prepare surface restoration mockup at outset of work demonstrating products, procedures, and repair/repointing work as specified elsewhere.
- B. Where previously prepared mockup is acceptable to Owner without further demonstration, obtain approval of Owner in writing.
- C. Maintain mockup as quality standard for completed Work.

PART 2 - PRODUCTS

2.1 PAINT REMOVAL PRODUCTS

- A. Basis of Design: Prosoco "Sure Klean Heavy Duty Paint Stripper."
 - 1. Proprietary water soluble, alkaline-based solvent gel product designed for application to masonry surfaces, a protected waiting period of solvent action, and removal using low-pressure hot water spray.
- B. Neutralizer: Prosoco "Sure Klean Limestone and Masonry Afterwash."
 - 1. Proprietary product designed for rinsing paint-stripped surfaces to restore pH balance.

2.2 ACCESSORY MATERIALS

- A. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Minimal possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could do the following:
 - a. Remove, alter, or harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.
 - b. Leave residue on surfaces.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Remove existing electrical devices, wiring, piping, downspouts, and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall or replace as indicated on Drawings when masonry cleaning is complete.
- B. Protect adjacent windows, doors, wood and stone trim, and other elements not requiring paint removal or cleaning.

3.2 PREPARATION

A. Design wastewater collection system for paint removal operations at base of wall on each surface. Collect paint removal products, chemicals, and surface runoff water for disposal in an EPA approved landfill.

- B. Preliminary Cleaning: Before beginning general stripping, remove extraneous substances that are resistant to planned cleaning methods. Extraneous substances include paint, caulking, asphalt, and tar.
 - 1. Carefully remove heavy accumulations of rigid materials from masonry surface with sharp chisel. Do not scratch or chip masonry surface.
 - 2. Remove paint and caulking with alkaline paint remover.
 - 3. Remove asphalt and tar with solvent-type paste paint remover.

3.3 CLEANING MASONRY, GENERAL

- A. Have cleaning work performed only by qualified historic treatment specialist.
- B. Cleaning Appearance Standard: Cleaned surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.
- C. Proceed with paint removal and cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.
- D. Use only those methods indicated for each masonry material and location.
 - 1. Brushes: Do not use wire brushes or brushes that are not resistant to chemical cleaner being used.
 - 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.
 - a. Use the gentlest means possible (i.e.: lowest pressure) that removes the paint and cleans the brick as demonstrated and determined by the mockup.
 - b. Equip units with pressure gauges.
 - c. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with nozzle having a coneshaped spray.
 - d. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.
- E. Perform removal and cleaning methods in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.
 - 1. Keep wall wet below area being cleaned to prevent streaking from runoff.
- F. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces according to chemical-cleaner manufacturer's written instructions; use brush or roller application.
 - 1. Cover chemical cleaner with plastic sheeting and allow to work for approximately 24 hours or other period as determined by procedures used in approved mockup

- 2. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.
- G. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
 - 1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.
- H. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

3.4 FINAL CLEANING

- A. Clean adjacent non-masonry surfaces of spillage and debris. Use detergent and soft brushes or cloths.
- B. Remove masking materials, leaving no residues that could trap dirt.

END OF SECTION 040310

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SECTION 040322 - HISTORIC MASONRY REPAIR

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes historic treatment work consisting of repairing historic clay brick masonry as follows:
 - 1. Repairing unit masonry, including brick and stone.
 - 2. Removing abandoned anchors.
 - 3. Painting steel uncovered during the work.

B. Related Requirements:

- 1. Section 013591 "Historic Treatment Procedures" for general historic treatment requirements.
- 2. Section 040322 "Historic Masonry Cleaning."
- 3. Section 040323 "Historic Masonry Repointing."

1.2 ALLOWANCES

- A. Allowances for historic masonry repair are specified in Section 012100 "Allowances."
 - 1. Perform historic masonry repair work under quantity allowances and only as authorized. Authorized work includes work required by Drawings and the Specifications and work as directed in writing by Architect.
 - 2. Notify Architect weekly of extent of work performed that is attributable to quantity allowances.

1.3 DEFINITIONS

- A. Low-Pressure Spray:
 - 1. Pressure: 100 to 400 (690 to 2750) psi (kPa).
 - 2. Flow Rate: 4 to 6 (0.25 to 0.4) gpm (L/s).
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of bricks to freezing and thawing.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Section 040310 "Historic Masonry Cleaning."

1.5 ACTION SUBMITTALS

- A. Samples for Initial Selection: For the following:
 - 1. Brick units to be used for replacement of units that must be removed in entirety. Include units that have been salvaged and cleaned from on-site demolition.
 - 2. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of masonry representative of the range of masonry colors on the building.
 - a. Have each set contain a close color range of at least three Samples of different mixes of patching compound that match the variations in existing masonry when cured and dry.
 - 3. Include similar Samples of accessories involving color selection.

1.6 QUALITY ASSURANCE

- A. Qualifications of Installer: Masonry restoration specialist with minimum of 10 years in historic masonry restoration similar to Work of this Project.
- B. Restoration Standards: Comply with recommendations and provisions in Secretary of the Interior's Standards for Treatment of Historic Properties and NPS Preservation Brief #2.
 - 1. Provide samples, test reports, and proposed installation procedures to authorities having jurisdiction when requested.

1.7 SEQUENCING AND SCHEDULING

- A. Work Sequence: Perform masonry historic treatment work in the following sequence, which includes work specified in this and other Sections:
 - 1. Inspect masonry after paint removal for non-weather-resistant faces, chipped edges and corners, and damages caused by previously installed anchors.
 - 2. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 - 3. Repair masonry, including replacing existing masonry with salvaged masonry materials.
 - 4. Point mortar and sealant joints using methods specified in Section 040323 "Historic Brick Unit Masonry Repointing."

1.8 FIELD CONDITIONS

A. Weather Limitations: Comply with requirements in Section 040310 "Historic Masonry Cleaning."

PART 2 - PRODUCTS

2.1 MASONRY MATERIALS

- A. Face Brick: Units, including molded, ground, cut, or sawed shapes as required to complete masonry repair work.
 - 1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork.
 - a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
- B. Building Brick: ASTM C 62, of same vertical dimension as face brick, for masonry work concealed from view.
 - 1. Grade SW where in contact with earth.
 - 2. Grade SW or Grade MW for concealed backup.
- C. Salvaged Brick: Obtain salvaged brick from on-site location indicated on Drawings. Clean paint and remove residual mortar.

2.2 MORTAR MATERIALS AND MIXES

A. Comply with requirements in Section 040323 "Historic Brick Unit Masonry Repointing."

2.3 MANUFACTURED REPAIR MATERIALS

- A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.
 - 1. Use formulation that is vapor and water permeable (equal to or more than the brick), exhibits low shrinkage, has lower modulus of elasticity than the bricks being repaired, and develops high bond strength to all types of masonry.
 - 2. Formulate patching compound used for patching brick in colors and textures to match each unit being patched. Provide sufficient number of colors to enable matching the color, texture, and variation of each unit.

2.4 ACCESSORY MATERIALS

- A. Masonry Repair Anchors, Spiral Type: Driven-in, Type 304 Type 316 stainless-steel spiral rods designed to be installed in drilled holes and relying on screw effect rather than adhesive to secure them to backup and veneer. Anchors are flexible in plane of veneer but rigid perpendicular to it.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Heckmann Building Products, Inc.
 - b. Hohmann & Barnard, Inc.
- B. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of bricks, less the required depth of pointing materials unless removed before pointing.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove wall-mounted equipment, anchors, and associated hardware adjacent to immediate work area, and store during masonry repair work. Reinstall as directed when repairs are complete.

3.2 MASONRY REPAIR, GENERAL

- A. Have repair work performed only by qualified historic treatment specialist.
- B. Repair Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

3.3 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain.
 - 1. Remove items carefully to avoid spalling or cracking masonry.
 - 2. Notify Architect before proceeding if an item cannot be removed without damaging surrounding masonry. Do the following where directed:

- a. Cut or grind off item approximately 3/4 inch (20 mm) beneath surface, and core drill a recess of same depth in surrounding masonry as close around item as practicable.
- b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
- 3. Patch the hole where each item was removed unless directed to remove and replace brick.

3.4 BRICK REMOVAL AND REPLACEMENT

- A. Remove bricks that are damaged, spalled, or deteriorated beyond ability to repair. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- D. Notify Architect of unforeseen detrimental conditions, including voids, cracks, bulges, loose masonry units in existing backup, rotted wood, rusted metal, and other deteriorated items.
- E. Replace removed damaged brick with other removed brick and salvaged brick in good condition, where possible, or matching existing brick. Do not use broken units unless they can be cut to usable size.
- F. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
 - 1. Maintain joint width for replacement units to match existing joints.
 - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- G. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.). Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
 - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.

3.5 BRICK MASONRY PATCHING

- A. Patch the following bricks unless another type of repair or replacement is directed:
 - 1. Units with holes.

- 2. Units with chipped edges or corners. Patch chipped edges or corners measuring more than 3/4 inch (19 mm) in least dimension.
- 3. Units with small areas of deep deterioration. Patch deep deteriorations measuring more than 3/4 inch (19 mm) in least dimension and more than 1/4 inch (6 mm) deep.

B. Patching Bricks:

- 1. Remove loose material from masonry surface. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than recommended in writing by patching compound manufacturer.
- 2. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of brick.
- 3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
- 4. Rinse surface to be patched and leave damp, but without standing water.
- 5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- 6. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
- 7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the brick. Shape and finish surface before or after curing, as determined by testing, to best match existing brick.
- 8. Keep each layer damp for 72 hours or until patching compound has set.

3.6 STONE-FRAGMENT REPAIR

- A. Carefully remove cracked or fallen stone fragment to be repaired. Reuse only stone fragment that is in sound condition.
- B. Remove soil, loose particles, mortar, and other debris or foreign material from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Pinning: Before applying adhesive, prepare for mechanical anchorage consisting of 1/4-inch-(6-mm-) diameter, threaded stainless-steel pins set into 1/4-inch-(6-mm-) diameter holes drilled at a 45-degree downward angle through face of fragment and into parent stone.
 - 1. Center and space pins 3 to 5 inches (75 to 125 mm) apart and at least 2 inches (50 mm) from any edge. Insert pins at least 2 inches (50 mm) in parent stone and 2 inches (50 mm) in fragment, with end countersunk at least 3/4 inch (19 mm) from exposed face of fragment.
- D. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch- (6-mm-) diameter, threaded stainless-steel pins set into 1/4-inch- (6-mm) diameter holes drilled into parent stone and into, but not through, the fragment.
 - 1. Center and space pins 3 to 5 inches (75 to 125 mm) apart and at least 2 inches (50 mm) from any edge. Insert pins at least 2 inches (50 mm) in parent stone and 2 inches (50 mm) in fragment, but no closer than 3/4 inch (19 mm) from exposed face of fragment.

- E. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.
- F. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.
- G. Clean adhesive residue from exposed surfaces and patch chipped areas and exposed drill holes as specified in "Stone Patching" Article.

3.7 CRACK INJECTION

- A. General: Comply with cementitious crack-filler manufacturer's written instructions.
- B. Drill 1/4-inch- (6-mm-) diameter injection holes as follows:
 - 1. Transverse Cracks Less Than 3/8 inch (9 mm) Wide: Drill holes through center of crack at 12 to 18 inches (300 to 500 mm) o.c.
 - 2. Transverse Cracks More Than 3/8 inch (9 mm) Wide: Drill holes through center of crack at 18 to 36 inches (500 to 900 mm) o.c.
 - 3. Delaminations: Drill holes at approximately 18 inches (500 mm) o.c., both vertically and horizontally.
 - 4. Drill holes 2 inches (50 mm) deep.
- C. Clean out drill holes and cracks with compressed air and water. Remove dirt and organic matter, loose material, sealants, and failed crack repair materials.
- D. Place plastic injection ports in drilled holes, and seal face of cracks between injection ports with clay or other nonstaining, removable plugging material. Leave openings at upper ends of cracks for air release.
- E. Inject cementitious crack filler through ports sequentially, beginning at one end of area and working to opposite end; where possible, begin at lower end of injection area and work upward. Inject filler until it extrudes from adjacent ports. After port has been injected, plug with clay or other suitable material, and begin injecting filler at adjacent port, repeating process until all ports have been injected.
- F. Clean cementitious crack filler from face of stone before it sets, by scrubbing with water.
- G. After cementitious crack filler has set, remove injection ports, plugging material, and excess filler. Patch injection holes and surface of cracks as specified in "Stone Patching" Article.

3.8 STONE PATCHING

- A. Patch the following stone units unless another type of repair or replacement is indicated:
 - 1. Units indicated to be patched.
 - 2. Units with holes.

- 3. Units with chipped edges or corners.[Patch chipped edges or corners measuring more than 3/4 inch (19 mm) in least dimension.]
- 4. Units with small areas of deep deterioration. [Patch deep deteriorations measuring more than 3/4 inch (19 mm) in least dimension and over 1/4 inch (6 mm) deep.]
- B. Remove and replace existing patches unless otherwise indicated or approved by Architect.
- C. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4-inch (6 mm) thick, but not less than as recommended in writing by patching compound manufacturer.
- D. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of stone unit.
- E. Mix patching compound in individual batches to match each stone unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
- F. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- G. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
 - 1. Simple Details: Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
 - 2. Carved Details: Build patch up 1/4 inch (6 mm) above surrounding stone and carve surface to match adjoining stone after patching compound has hardened.
- H. Keep each layer damp for 72 hours or until patching compound has set.
- I. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

3.9 PAINTING STEEL UNCOVERED DURING THE WORK

- A. Notify Architect if steel is exposed during masonry removal. Where Architect determines that steel is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
 - 1. Surface Preparation: Remove paint, rust, and other contaminants according to or Insert surface-preparation standard, as applicable to comply with paint manufacturer's recommended preparation.
 - 2. Antirust Coating: Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
- B. If on inspection and rust removal, the thickness of a steel member is found to be reduced from rust by more than 1/16 inch (1.5 mm), notify Architect before proceeding.

3.10 FINAL CLEANING

A. Comply with requirements in Section 040323 "Historic Brick Unit Masonry Repointing."

END OF SECTION 040322

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SECTION 040323 - HISTORIC MASONRY REPOINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes historic treatment work consisting of repointing brick masonry as follows:
 - 1. Removing mortar and pointing joints with mortar sealant.

B. Related Requirements:

- 1. Section 013591 "Historic Treatment Procedures" for general historic treatment requirements.
- 2. Section 040321 "Historic Masonry Cleaning."
- 3. Section 040322 "Historic Brick Unit Masonry Repair."

1.2 DEFINITIONS

A. Low-Pressure Spray:

- 1. Pressure: 100 to 400 (690 to 2750) psi (kPa).
- 2. Flow Rate: 4 to 6 (0.25 to 0.4) gpm (L/s).

1.3 PREINSTALLATION MEETINGS

A. Comply with requirements in Section 040321 "Historic Masonry Cleaning."

1.4 SEQUENCING AND SCHEDULING

A. Comply with requirements in Section 040321 "Historic Masonry Cleaning."

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include recommendations for product application and use.
 - 3. Include test data substantiating that products comply with requirements.

B. Samples for Initial Selection: For the following:

1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches (150 mm) long by 1/2 inch (13 mm) wide, set in aluminum or plastic channels.

1.6 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic masonry repointing specialist. Experience in pointing or repointing only new or non-historic masonry is insufficient experience for masonry historic treatment work.
- B. Restoration Standards: Comply with recommendations and provisions in the Secretary of Interior Standards and NPS Preservation Brief #2.

1.7 MOCKUPS

- A. Comply with requirements in Section 040321 "Historic Masonry Cleaning."
- B. Review mortar cutting and removal procedures to verify techniques needed for removal to depths needed without damage to brick surfaces.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on brick masonry as follows:
 - 1. Provide test specimens as indicated and representative of proposed materials and existing construction.
 - 2. Existing Brick: Test each type of existing brick indicated for repointing, according to testing methods in ASTM C 67 for compressive strength and initial rate of absorption (suction). Carefully remove three existing units for testing from locations designated by Architect. Take testing samples from these units.
 - 3. Existing Mortar: Test according to ASTM C 1324, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength. Use X-ray diffraction, infrared spectroscopy, and differential thermal analysis to supplement microscopical methods. Carefully remove existing mortar for testing from within joints at five locations designated by testing service.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store lime putty covered with water in sealed containers.

E. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
 - 1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
 - 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Source Limitations: Obtain each type of material for repointing historic masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II; white or gray or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Factory-Prepared Lime Putty: ASTM C 1489.

- D. Quicklime: ASTM C 5, pulverized lime.
- E. Mortar Sand: ASTM C 144 unless otherwise indicated.
 - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
 - 3. Provide sand with rounded edges.
- F. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Davis Colors.
 - b. Solomon Colors, Inc.
- G. Water: ASTM C 270, potable.

2.3 ACCESSORY MATERIALS

A. Sealant Materials:

- 1. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 079200 "Joint Sealants."
 - a. Type: Single-component, nonsag urethane sealant.
- 2. Colors: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.
- 3. Ground-Mortar Aggregate: Custom crushed and ground pointing mortar sand or existing mortar retrieved from joints. Grind to a particle size that matches the adjacent mortar aggregate and color. Remove all fines passing No. 100 Insert number sieve.

B. Joint-Sealant Backing:

- 1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin) and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- 2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

- D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Minimal possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could do the following:
 - a. Remove, alter, or harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in Contract.
 - b. Leave residue on surfaces.

2.4 MORTAR MIXES

- A. Preparing Lime Putty: Slake quicklime and prepare lime putty according to appendix to ASTM C 5 and manufacturer's written instructions.
- B. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- C. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black, which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- D. Do not use admixtures in mortar unless otherwise indicated.
- E. Mixes: Mix mortar materials in proportions recommended by installer and approved by Historic Treatment Specialist based on results of masonry unit and mortar testing.

PART 3 - EXECUTION

3.1 PROTECTION

A. Prevent mortar from staining face of surrounding masonry and other surfaces.

- 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
- 2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
- 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove existing electrical devices, wiring, piping, downspouts, and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall or replace as indicated on Drawings when masonry cleaning is complete.

3.2 MASONRY REPOINTING, GENERAL

- A. Have repointing work performed only by qualified historic treatment specialist.
- B. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

3.3 REPOINTING

- A. Rake out and repoint joints to the following extent:
 - 1. All exposed mortar joints in brick masonry.
 - 2. No power tools shall be used to remove mortar. Only hand tools are allowed to minimize damage to the brick during mortar removal.
- B. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 - 1. Remove mortar from joints to depth of not less than 3/4 inch (20 mm) and not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches (50 mm) deep; consult Architect for direction.
 - 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 - 3. Do not spall edges of bricks or widen joints. Replace or patch damaged bricks as directed by Architect.
- C. Notify Architect of unforeseen detrimental conditions, including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.

D. Pointing with Mortar:

- 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
- 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.

- 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow it to become thumbprint hard before applying next layer. Where existing brick have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
- 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar by brushing.
- 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
 - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
- 6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Remove mortar and repoint.

3.4 FINAL CLEANING

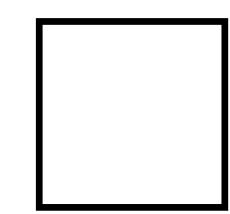
- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Remove masking materials, leaving no residues that could trap dirt.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage qualified testing agencies to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify testing agency and Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors and Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040323

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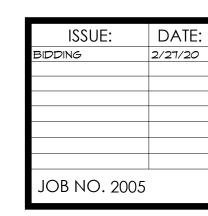


CHARLES CUNNIFFE **ARCHITECTS**

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ELEVATIONS HISTORIC BRICK RESTORATION



SHEET NO.

A3.2

EXTERIOR RESTORATION GENERAL NOTES:

O1 CONTRACTOR IS DIRECTED TO RECOGNIZE THE VALUE AND SIGNIFICANCE OF THE HISTORIC NATURE OF THE BUILDING AND EXERCISE EXTREME CARE DURING WORK TO ENSURE EXISTING BUILDING, ITS DETAILS, 05 ALL WINDOW AND DOOR TRIM CASING AND MATERIALS, AND FINISHES WHICH ARE TO REMAIN ARE NOT DAMAGED BY THE WORK BEING PERFORMED.

LOCATION U.N.O.. REINSTALL ELEMENTS IN ACCORDANCE WITH APPROVED SHOP DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR PROPER INVENTORYING AND DISTRIBUTIONS TO APPROPRIATE SUBCONTRACTOR OF SALVAGED, REFURBISHED, AND REPLICATED MATERIAL FOR REINSTALLATION.

THE CONTRACTOR WILL PROTECT ALL UTILITIES, STRUCTURES, FIXTURES, DESIGNATED TO REMAIN STRUCTURES, FIXTURES, DESIGNATED TO REMAIN AND/OR BE REFURBISHED

02 REINSTALL SALVAGED ELEMENTS IN THEIR ORIGINAL

MAINSCOT TO BE REFINISHED, REF. INTERIORS PLAN AND SPECIFICATIONS 06 BRICK RESTORATION: 1. REMOVE ALL PAINT FROM ALL EXISITING BRICK- CHEMICALLY REMOVED- PROVIDE MOCK-UP PRIOR TO MORK

REFER A10 SERIES SCHEDULES,

SPECIFICATIONS EXISTING WINDOW AND DOOR RESTORATION & REINSTALLATION

2. PREP ALL JOINTS 3. REPOINT ALL MORTOR JOINTS 4. REPOINT ALL STONE

RESTORATION, REHABILITATION, AND RECONSTRUCTION WORK TO COMPLY IN ALL CASES WITH THE SECRETARY OF THE INTERIOR STANDARDS FOR HISTORIC PRESERVATION

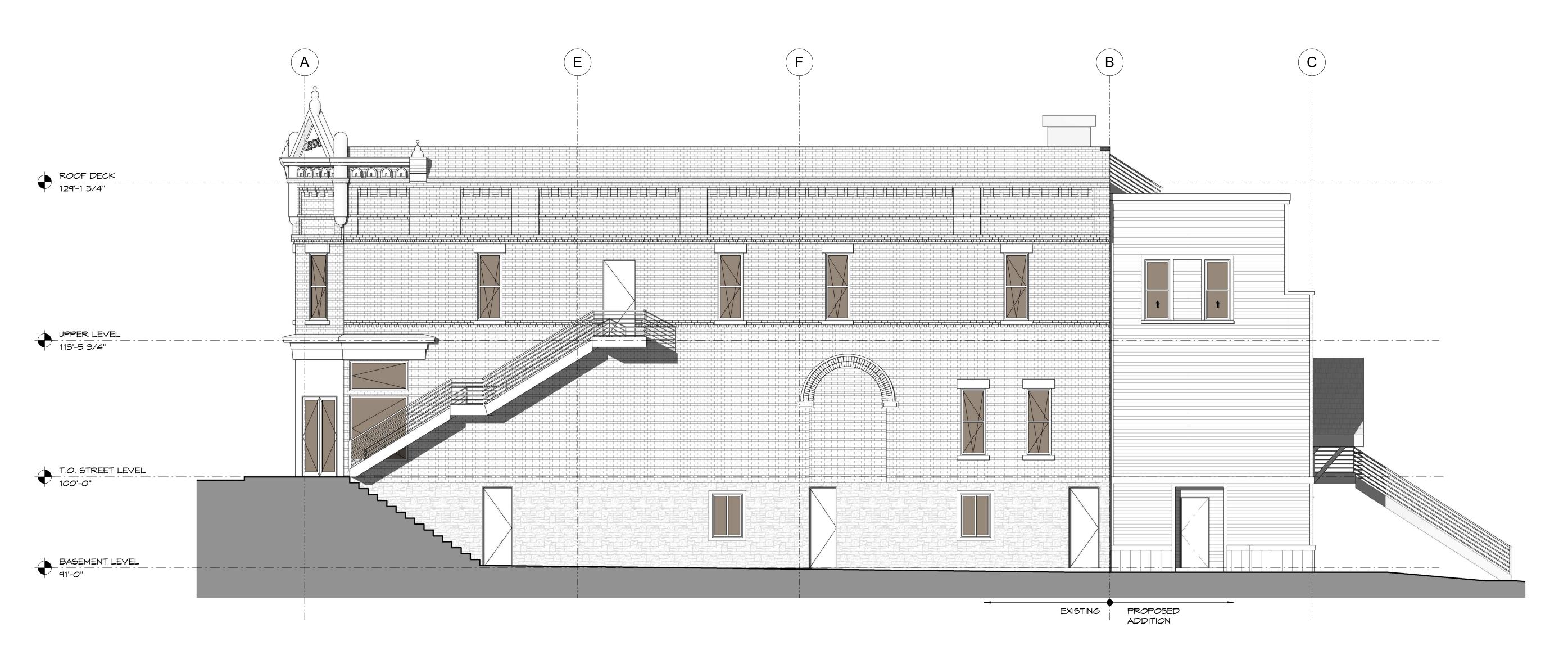
EAST ELEVATIONS- HIST. BRICK

ROOF DECK

UPPER LEVEL 113'-5 3/4"

T.O. STREET LEVEL

129'-1 3/4"



NORTH ELEVATION - HIST. BRICK



April 23, 2020

To: The City of Ouray

From: Simon Aplin – Aplin Masonry of Telluride, Inc.

Re: Columbus Building Brick Restoration- Request for Proposal

Aplin Masonry of Telluride, Inc., proposes to furnish all labor, materials, equipment and supervision necessary to complete the masonry scope of work at the Columbus Building, Ouray, Colorado as follows:

TAB A

Qualifications and Experience

- 1. Aplin Masonry Inc., has been a local masonry company based in Telluride for over 25 years. Our master stone masons have completed several historical large scale projects in the area. We have also successfully completed a number of bonded projects.
- 2. Our State Licensed Lead Renovator certification is due to be completed and issued on May the 6th, 2020. This process was delayed due to the Covid-19 restrictions.
- 3. The following is a list of restoration and new construction (bonded) that highlights our experience:
 - Telluride High School Addition new brick, precast, and block bonded
 - Strong House Studio Town of Telluride renovation of historic building
 - S.M.P.A Project Town of Telluride construction of affordable housing and Aha Art Studios brick veneer bonded
 - Potato Growers historic brick building remodel Town of Montrose funded with State and Federal Grant
 - Sheridan Hotel/Phoenix Bean Town of Telluride historic brick renovation
 - 541 West Colorado Ave Town of Telluride historic brick renovation
- 4. Identify the project manager and each individual who will work on this project.
 - Supervisor Simon Aplin (owner)
 - The Project Manager Bob Glass
 - The On-Site Supervisor Javier Leyva
 - Masons and laborers will be employees of Aplin Masonry of Telluride, Inc.



TAB B

Rates and Expenses

1. Provide a proposed fee schedule for restoration of masonry exterior.

•	Masonry Restoration	176,700.00
•	Overhead and Profit	15,500.00
•	General Conditions	9,200.00
•	Bonding	5,600.00

Total of this Proposal: \$207,000

Please note that the above proposal price includes labor and materials to apply one coat of the Prosoco Conservare H100 Consolidation Treatment sealer.

- 2. Expenses not specifically listed will not be considered reimbursable.
 - The prices listed above include all items furnished and provided, as specified in the RFP, less items listed in Tab G.

Drawing A3.2 is the only drawing provided for reference in the RFP when determining location and scope of work (elevations). Errors and omissions relating to other work areas shall not be covered under the contract. Aplin Masonry of Telluride, Inc., will provide pricing and/or a Time and Material rate structure, should the need arise.

• We have reviewed the documents provided by the City on the Official City Website and are confident we have included all expenses in the line items, less Tab G. Errors in calculating specified work shall be the responsibility of Aplin Masonry of Telluride, Inc.

Respectfully yours,

Simon J. Aplin Owner/Operator



TAB C

Project Timeline

- 1. Proposals must provide the estimated time required to complete the Project.
 - As requested by the City, the Façade Restoration is to be completed within a two month period. Aplin Masonry of Telluride Inc., in cooperation with the City and Property Owner, will complete the work as specified.
 - This will be possible if the Owner/General Contractor allows the restoration to take place without interruption. The nature of lead paint removal in a legal, efficient and safe manner will require that the exterior be delivered to Aplin, free of all debris and obstructions.
 - The proposed Start Date will be the next business day following a signed contract by the appointed City Official and Simon Aplin. The tentative start date is set for April 28th, 2020, with a substantial date June 27th, 2020.
 - Delays created by the Owner and/or the City will extend the substantial completion date
 - It is the intent of Aplin Masonry of Telluride, Inc., to work diligently towards the completion of the project. We respectfully ask for the cooperation of the City and Owner to meet this goal. This includes agreements for access to the proposed areas of renovation and storage of materials adjacent to the site. Fencing, sidewalk closures and signage related to those activities shall be the responsibility of the City/Owner. Aplin Masonry of Telluride, Inc., will provide signage pertaining to the removal of lead containing products.



TAB D

Project Design and Methodology

- 1. Proposals must indicate a clear understanding of the scope of work.
 - Aplin Masonry of Telluride, Inc., has read the entirety of the RFP, which includes the scope of work and specifications.
 - Upon award of the contract, we will:
 - > Provide submittals of materials as required
 - ➤ Conduct Pre-Installation Conference as requested
 - ➤ Verify work area is cleared as requested in Tab C if so, commence work immediately
 - ➤ Install ground barrier per regulations and erect scaffolding
 - ➤ Provide and enclosure over scaffolding to capture airborne lead products and heat space as specified in SECTION 040310 1.5
 - ➤ Upon completion of items stated above, Aplin Masonry of Telluride, Inc., will begin removal of lead paint as specified and repointing entire East and North Elevations as specified on Page A3.2 of Project Drawings.
- 2. Proposals shall clearly distinguish the vendor's duties, responsibilities, and those of the City. Absence of this distinction shall mean the vendor is assuming full responsibility of all tasks.
 - Aplin Masonry of Telluride, Inc., shall:
 - Provide labor and materials to perform the contract as specified in the "Columbus Building Brick Restoration", with the items listed in Tab G
 - ➤ Comply with recommendations and provisions in the Secretary of Interior Standards and NPS Preservation Brief #2.
 - Maintain required insurance throughout the duration of the project and as specified for the period thereafter
 - ➤ Act as the Sole Vendor
 - ➤ Be given site access and storage as stated on Tab C and shall work in good faith to complete the project in the timeline specified
 - ➤ Work with City officials, the Owner and State representatives to deliver the project as specified
 - Provide bi-weekly billing for approval and payment by the City of Ouray, Accounting Department
 - > Aplin Masonry of Telluride, Inc., shall sign indemnification agreement as specified



TAB D - continued

- The City shall:
 - ➤ Provide a contract that is agreeable to Aplin Masonry of Telluride, Inc., and shall be signed by both parties
 - ➤ Provide storage areas adjacent to the work areas or within 100 feet of work areas on City owned property. This includes approval and issuance of necessary Temporary Encroachment Permits.
 - ➤ The City shall approve all sidewalk closures for the duration specified and the owner shall provide all signage, barriers, fencing, etc., to facilitate these closures.
 - > The City shall agree to bi-weekly billing and commence payment within their specified schedule
 - ➤ Work in good faith with Aplin Masonry of Telluride, Inc., to provide the City of Ouray a restored façade to the Columbus Building as specified in the RFP



TAB E

Oversight from Single Contractor

- 1. The City strongly desires to contract with a Single Contractor to accomplish all work and/or services outlined in the Request for Proposal.
 - Acting as the Sole Contractor, Aplin Masonry of Telluride, Inc., will perform the work specified under this contract.
- 2. As proposed, subcontractor must be identified in the proposal response.
 - Aplin Masonry of Telluride, Inc., does not intend to subcontract work on the project.
- 3. Any work not conducted by the Contractor or his subcontractor must be disclosed.
 - In the event that it becomes necessary to utilize a subcontractor, Aplin Masonry of Telluride, Inc., will disclose this to the City of Ouray.



TAB F

References

- 1. Provide references for similarly successful projects from three government agencies, including the name of the agency, contact name, telephone, fax and email address. Reference listings should also include any relevant project numbers and contract prices. *Aplin has provided additional references from privately owned projects, historical in nature.*
 - Telluride High School Addition (bonded) contract value \$1,000,000 Neenan Construction, Owners Representative David Eckman 970-708-9336 davide@prosetconstruction.com
 - Montrose Historic Potato Growers Building contract value \$35,000 Stryker Construction, Scott Stryker 970-209-5138 scott@stryker.net
 - Idarado Historic Retaining Walls contract value \$400,000 Project Manager/Owner Chris Chafin
 - Sheridan Hotel Telluride /Phoenix Bean Historic Renovation contract value \$40,000
 Evans Construction, Ian Evans 970-729-0312
 tellurideevansconstruction@gmail.com
 - Excelsior Bar and Grill Historic building renovation Telluride contract value \$35,000 Dirk DePagter <u>dirkdepagter@telluridecolorado.net</u>



TAB G

Exclusions, acknowledgement of any addenda issued

- This proposal covers all work listed in RFP Specifications and Drawing A3.2., with the exception of the items listed on this page
- Any work not specified in the RFP is not covered under this proposal.
- Field conversations regarding scope and direction will not be included in this contract, unless directed to in writing by the City.
- All change orders must be issued by and signed by the appropriate City official.
- Although the owner has a presence in the interior renovation of the Columbus Building Renovation Project, the City is the issuer of the contract and shall be considered the authority on all matters.
- No Addenda has been posted or received, therefore not included in this Proposal.
- Maintaining temperatures: Aplin Masonry of Telluride, Inc., will provide (4) 220 volt, 50
 Amp Temp heaters. City/Owner to provide power to units. If the City/Owner is unable to
 provide this requirement, Aplin Masonry of Telluride, Inc., will rent a generator and bill
 weekly for its use and fuel consumption.
- Scaffolding provided by Aplin Masonry of Telluride, Inc., will be used for lead paint removal and other hazardous activities. At no time will the scaffolding be permitted to be used by persons not employed by Aplin Masonry of Telluride, Inc. However, City and State officials, the Owner and his Architect may use for the purpose of inspecting and approvals. Proper PPE must be work and will not be provided by Aplin Masonry of Telluride, Inc.
- The City/Owner shall provide adequate power and specified water flows for the equipment necessary to undertake the project.
- Aplin Masonry of Telluride, Inc., respectfully requests
- Section 040322 1.2 Allowances
 - Allowances for historic masonry repair are specified in Section 012100 "Allowances".
 - O 1. Perform historic masonry repair work under quantity allowances and only as authorized. Authorized work includes work required by Drawings and the Specification and work as directed in writing by Architect.
 - O 2. Notify Architect weekly of extent of work performed that is attributable to quantify allowances. The amount of the allowance and the scope has not been provided in the RFP.
 - o Brick replacement is limited to 800 brick to be supplied by Owner/City.
 - Stone replacement is for one stone corner block at the front door on the ground level.
 - Aplin Masonry of Telluride Inc., has allowed for two coats maximum of the Prosoco paint remover and two coats of the Milk Paint remover only. This is based on samples performed in the field. Any further stripping products necessary, to be completed as a change order.



- Not included in scope of work:
 - o No structural repairs on brick or stone
 - o The west and south elevations are not included
 - Aplin Masonry of Telluride, Inc., will not be responsible for paint removal or repointing of brick to within 2 inches of electrical service and any electrical conduit (on the north elevation)
 - Aplin Masonry of Telluride, Inc., will not be responsible for the removal of any conduit or electrical service shut-off necessary for the brick restoration and paint removal work.
 - Aplin Masonry of Telluride, Inc., will not be responsible under contract for removal and reinstallation of electric device. This includes but is not limited to lighting, lighted signs and outdoor receptacles and electrical service.



Subcontract Certification Form

This form must be completed and returned with a subcontract copy. Meeting all of the requirements in this checklist ensures your subcontract will not violate any of the terms of the SHF contract. **All items must be certified by the Grant Recipient.** To ensure items are included in your subcontract, it is best to reference each item during the RFP process/Bid phase.

Grant Recipient:	SHF Project #
Deliverable #	SHF Contract Start / End Date:
Subcontractor:	
	item below to certify the subcontract meets the each criteria. bcontract each item references and provide other information
The start and end of this subcontract	are within the SHF contract start and end date pg #
No work will or has been done outsic	de of the start and end date pg#
	tractor are parties named to the subcontract pg# contract a LOA/MOU between the Grant Recipient and the
The Subcontract is signed by both pa	rties pg#
The amount for this subcontract is	
The amount in the SHF contract for	the work in this subcontract is
This subcontract is for work included	l in the SHF contract Scope of Work (Exhibit A) pg#
The work in this subcontract must me of Historic Properties pg#	eet the Secretary of the Interior's Standards for the Treatment
	ulation used to determine value of work OR reference bid to determine value of work pg#
The Grant Recipient retains all right t copyright by subcontractor) pg#	to use materials produced (materials produced are not subject to
This Subcontract includes language re (Also Known As the Illegal Aliens La	egarding HB 06-1343 and/or HB 06S-1023 pg# inguage)
Signature of Legally Authorized Indiv	vidual Date

STATE OF COLORADO CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

A. CERTIFICATION STATEMENT CRS §8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

- 1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
- 2. The Vendor certifies that it does not now knowingly employ or contract with an illegal alien who will perform work under this contract, and that it will participate in either (i) the "E-verify Program" jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
- 3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT CRS §24-76.5-101 (HB 06S-10	B. A	FFIDAVIT	CRS §24-76.5-101	(HB 06S-1023
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	1. If the Vendor is a sole proprietor, the undersig under the laws of the State of Colorado that (check	ned hereby swears or affirms under penalty of perjury one):
	I am a United States citizen, or	
	I am a Permanent Resident of the United States, or	
	I am lawfully present in the United States pursuant	to Federal law.
perfor preser requir work. affida	rm work for the State of Colorado. I understand that so that in the United States prior to starting work for the States of CRS 24-76.5-101 et seq. and will produ I acknowledge that making a false, fictitious, or	ecause I am a sole proprietor entering into a contract to tate law requires me to provide proof that I am lawfully tate. I further acknowledge that I will comply with the ce the required form of identification prior to starting fraudulent statement or representation in this sworm as perjury in the second degree under CRS 18-8-503 a public benefit is fraudulently received.
CERT	TIFIED and AGREED to this day of	, 200
VENI	OOR:	
	Vendor Full Legal Name	
BY:		
	Signature of Authorized Representative	Title

Revised 6/18/08

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 21, 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 City Administrator at <a href="mailed-to-m

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 City 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. Effective social media management will consist of long-form storytelling using a combination of text, photography, and video to attract and sustain new users:
 - 4. 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
 - 5. Setting measureable benchmarks in all messaging related activities and producing Monthly and Quarterly reports addressing the progress related to these benchmarks.
 - 6. Presenting the City of Ouray as an outdoor recreation and cultural tourism destination.
 - 7. 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).
 - 8. Working with media outlets to promote the City of Ouray.
- B. 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.
- C. 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 with 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 provided 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?

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Request for Bid (RFP) - Digital Messaging Professional Dated: April 21, 2020

Client: City of Ouray

Agency: Agency Tourism Marketing

Date: April 28, 2020

Background

As the City of Ouray embarks upon further development and execution of local branding, advertising and marketing, it is technology that will give your destination and attractions the ability to make the right connection with the right person at the right time. *This is particularly important for destinations operating in a post COVID-19 environment*. Agency Tourism Marketing would like to be the City of Ouray's digital marketing experts.

Agency Tourism Marketing was born from Internet Honey, a company committed to helping its clients fully leverage technology. Under Jason Herzog's leadership, Agency Tourism Marketing remains committed to this primary aim but also, the delivery of outstanding results. Agency lives the challenges of its destination clients both large and small in every region of the state. One of the Agency's fundamental beliefs is that the strength of an individual destination lies in the vitality of each region within a state and the state as a whole. It is this vitality that Agency helps uncover.

Submittal Requirements

1) Contact information

Agency Tourism Marketing, LLC

Our primary office locations are Portland, OR; Durango, CO; Dillon, CO and Denver, CO. Our office locations represent where we have a concentration of clients.

The lead contact for this project will be:

Christian Robbins, Chief Marketing Strategist

Mailing Address: 10 Troon Trail, Durango, Colorado 81301

Phone: 303-641-3778

email: christian@agencytourismmarketing.com

The secondary contact for this proposal and company is: **Jason W. Herzog, President and Chief Technical Officer**

mobile: 719-510-9406

email: jason@agencytourismmarketing.com



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2) Qualifications

Tourism Marketing Specialists in Destinations and Attractions Across Colorado Including the City of Ouray

Agency Tourism Marketing has been specializing in the Tourism Marketing Industry since 2007. All of the proposed work will be performed with the expertise of having helped small attractions, cities, small and large destinations, regions, and states. This includes long-term relationships with the Colorado Tourism Office and Travel Oregon.

Agency Tourism Marketing has been supporting the marketing efforts of the Ouray Tourism Office for close to 9 years. Jason Herzog, now President and CTO of Agency Tourism Marketing, provided support for the tourism office's previous website before building the current website, now in place for 7 years. This long-term investment gives Agency deep insight into Ouray's past and current marketing efforts; insight that is honed by that of so many other Colorado destinations and regions. Agency Tourism Marketing's core differentiator is how intimately it knows Colorado tourism.

Technology Architects, Tourism Collaborators, Data Driven Agents

In 2013 Agency created and built **Tourism Engine**, an email marketing platform developed specifically for the Tourism Industry. Tourism Engine continues to evolve depending on the needs of its clients. Today, the platform is powerful and nimble, capable of processing leads from Colorado.com and other sources; managing a client's leads sharing program; integrating with websites to manage destination or attraction guide request fulfillment and managing marketing automation campaigns. It is also one of the most advanced solutions for sending traditional email newsletters.

In 2017 Agency Tourism Marketing developed and launched **The Colorado Marketing Travel Network (MTN)** as part of the Colorado Tourism Office 2017 Tourism Roadmap. The Colorado MTN was a *big-data* collection project to study the trip planning ecosystem and the visitor lifecycle. Agency was able to deploy tracking code to 150+ partner websites and successfully document the upstream and downstream contribution of the entire network of tourism partners operating under the umbrella of the Colorado Tourism Office.

The Colorado Tourism Office has recently designated 8 regions in Colorado. Ouray is part of the Mountains & Mesas region, along with the rest of Southwest Colorado. In September of last year, Agency's Chief Marketing Strategist brought together 22 representatives from the region and initiated the formation of the *Mountains & Mesas Regional Marketing Committee*. It was no small task; Agency is very proud that the team was able to help bring together so many partners and gain cohesive buy-in on a regional plan.

Everything Agency does can be tracked, measured, and analyzed to gauge performance. Agency uses these performance indicators to optimize its efforts internally; also to drive efficiency and efficacy.



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Agency also shares these performance indicators with its clients so they can report to their stakeholders and boards.

Agency Tourism Marketing uses industry standard tools like Google Analytics, Google Tag Manager, and Facebook Analytics, not only to track all the ways that people are using the Ouray website, but also, the quality of that traffic. Agency can see how social campaigns, SEO projects, paid advertising, and email campaigns are contributing to that website traffic and what, specifically, is driving visitors to Ouray. In addition, tools like Google Data Studio are used to aggregate other data sources; for example, Jeep Raffle purchases with offline data sources such as welcome center traffic, or lodging occupancy numbers.

Agency Tourism Marketing creates methods like WiFi networks (aka *captive portals*) at welcome centers that require a sign on to measure a *true* visitor conversion. Agency created the Colorado Marketing Travel Network to measure upstream and downstream visitor contributions among state and regional partners. Agency utilizes follow-up surveys to study self-reported data and gauge *tourism sentiment* of past visitors. Google Places Reviews and TripAdvisor reviews are also used to gauge sentiment toward a destination's partners.

Last but not least, Agency attends the annual Colorado (and Oregon) Governor's Conference on Tourism and uses both data and studies provided by CTO and their vendors.

3) Approach to Scope of Services

Agency Tourism Marketing's approach is a continuous cycle of *Think Execute Measure*.

Upon execution of the Professional Services Agreement:

Agency's first **Think** phase will include a research phase to analyze Ouray's current state and competitive landscape. Agency will conduct both an online survey with every Ouray stakeholder as well as an in-person or Zoom listening session. Second, Agency will look at what has been done in the past to evaluate what has and has not worked. Agency will then be able to build a very detailed Crisis Mitigation Plan. Details can be seen here: <u>Unprecedented Times Warrant an Unprecedented Response</u>.

Agency's first **Execute** phase will maintain all current marketing initiatives and incorporate timely messaging related to COVID-19 updates that are aligned with the Colorado Tourism office as well as state and local government messaging. Through data analysis, Agency will be monitoring both other in-state destination marketing as well as online demographic data to target those who are starting their vacation planning so as to align the right messaging with the right traveler.



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After Execution of Professional Service Agreement

After execution of the Professional Service Agreement or 3 days after Ouray City Council reviews the findings of the listening session and survey, whichever is later, Agency's second **Execute** phase will incorporate information gathered in the first Think phase including plans submitted to the city as well as feedback from the stakeholders. Agency will incorporate this new messaging after the city has digested the data collected from the city stakeholders, the deliverable of a Crisis Mitigation Plan, the Marketing Plan, Marketing Calendar and Story Board.

Agency's first **Measure** phase will begin after measuring tools are built. Agency will measure the effects of its efforts and highlight this data in monthly reports starting one month after execution of the Professional Services Agreement so that stakeholders can see what is working and what is not working. These will be sent electronically to those designated by City Council.

Two weeks post execution of the Professional Service Agreement, Ouray City Tourism dashboard logins will be live and made available to City Council members. Dashboard metrics will include: Website Traffic;, Traffic sources;, Bounce Rate;, Page performance;, Conversion Rate;, Conversion by Traffic Source; Click Through Rate as well as Conversion for all paid advertising, and an on-going Return on Investment for each marketing investment will also be available.

In addition to the quantitative analysis, the monthly report will include a qualitative analysis for the City of Ouray to provide context to trends and potential changes to marketing investments. If Ouray City Council begins meeting in person, if desired the monthly report can be presented by Christian Robbins on a monthly basis to help facilitate questions and dialogue regarding the tourism reporting.

Finally, Agency Tourism Marketing welcomes transparency and would invite an independent auditor to build in processes they would need to evaluate the effectiveness of city resources. Agency would welcome the opportunity to work with an independent auditor in the beginning to ensure that Agency can help them with whatever resources they will need.

Acknowledgements

4) Consent to Adhere to the PSA

Agency Tourism Marketing acknowledges 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) Consent to Intellectual Property Rights of the City of Ouray

Agency Tourism Marketing acknowledges that all materials, including but not limited to, intellectual property, digital and hard copy, databases, mailing and emailing lists, developed and/or used as a part of this contract are the sole property of the City.





The Agency Tourism Marketing Team

6) List of key personnel



Jason W. Herzog
President & Technical Officer

Jason has over 13 years of experience as a developer, programmer and marketer in the tourism industry. He's also behind the technology of Tourism Engine $^{\text{IM}}$ and The Colorado Marketing Travel Network.



Christian Robbins
Chief Marketing Strategist

Christian is a pioneer in the Colorado Tourism Industry and is working on a regional project in the Colorado Leadership Journey Class of 2019. For 5 years he was the Marketing Director of the Durango & Silverton Narrow Gauge Railroad where he worked directly with other attractions and DMOs to promote tourism in his region. He brings his unique experience with attractions and DMO understanding to Agency Tourism Marketing's clients.



Nicholas Niebes Marketing Specialist

Nick's drive to ensure client satisfaction and success is evident from his ability to ask the right questions in order to achieve the right results. Previous to Agency, Nick was Marketing Manager for the Lake Tahoe, California destinations Homewood Mountain Resort and Homewood Marina.



Bobby Dudek SEO Technical Specialist, Web Developer, & Programmer

In addition to being a highly talented Search Engine Optimization specialist, Bobby works closely with Jason to build websites and HTML emails. He also helps with website maintenance. His mission is to keep our clients' technology up-to-date and running smoothly.







Lauren Forcey
Web Development and Design

Lauren works with Bobby and Jason building websites, HTML emails, maintenance, website applications, and graphic design. She's a veteran in the Tourism Industry, having worked for over a decade for ColoradoInfo.com and their 300+ DMO, lodging, and attraction partners.



Laurie Marks Content Manager

Laurie formalized her passion for writing with an undergrad in Communication and later, an MBA. She has lived abroad in Portugal, Spain, and Colombia, and took a nine-month sabbatical after 8 years in corporate sales and marketing. All of this has provided fodder for her travel writing. She's blogged, written newsletters and created website content for those seeking health and wellness, also for travelers both local

and global. Extensive research and getting into the heart and mind of your audience helps drive her creative process.



Monica Turner Creative Director & Graphic Designer

Monica is a Creative Director and Graphic Designer with 10+ years experience. She focuses on branding and rebranding client identities, website design, HTML email design, and print design including brochures and visitors guides.



Amanda Baida Social Media Specialist

Amanda excels at creating and executing paid campaigns on social media. When a client has employee resources on-site, Amanda is there to offer consulting, education, and training to bring them up to speed.





7) List of additional personnel



Michael Lawrence Google Ads Specialist

Michael does the heavy lifting for all of our Client's Google Ads campaigns. He's been specializing in advertising for e-commerce in the Outdoors Industry for several years, so he's incredibly efficient. He manages audits and optimization for existing accounts, and does onboarding and setup for new accounts. He consistently measures and

optimizes campaigns to make them more efficient and save clients' money on media spend.



Ted Vanderveen
Video Director and Editor

Ted is a decisive leader in this space with extensive experience in television cable and digital industry. He is at the top in his field with his editing skills using Apple Final Cut Pro 7, Final Cut Pro X, Color and Motion along with Adobe After effects, Premiere & Audition. Award Winning producer, writer, director and editor.

Cost and Work Hours with **Summary Table**

8) Cost and Work Hours Defined by Scope of Services in City of Ouray RFP

a. Marketing Strategy: In order to develop a cohesive and effective digital marketing program that fully represents the City of Ouray, Agency proposes working with business owners and appropriate representatives (non-profits, local organizations, etc.) through an initial survey and either an online or in person meeting. Agency will also conduct a comprehensive review of what has worked and what hasn't worked. Through this process Agency will develop and maintain a balanced digital messaging program. This will include public relations and advertising to create awareness of the City of Ouray as a visitor destination, one that reflects 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. Agency Tourism Marketing will deliver a Crisis Mitigation Plan, Marketing Plan, Marketing Calendar and Story Brand.

Cost: \$7,500 waived with a 6 month contract OR Agency allocated hours totaling 50 hours

b. **Content Creation and Management:** Agency Tourism Marketing will encourage business



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owners, any Ouray Stakeholder or appropriate representative to develop copyright (written content), submit photography and, or video. Agency will develop either an intranet and or a private group so Agency can solicit messaging and content themes. Agency will provide general guidelines that can make local content contributions effective in marketing. Agency will use this organic content development and where necessary, use its content writers' content to help engage the Ouray visitor through an interactive website, Facebook, Instagram, blogs/vlogs, and emails, etc. Each media will be reflective of the full range of businesses and assets listed above. The more Ouray can contribute to the content, the less Agency work which is a cost effective approach.

Develop and manage on-going content Cost: 4 hours, \$600 per month. If less community based content, Agency could add up to another 4 hours or an additional \$600 per month.

c. **Website Maintenance:** Website, at a minimum, will be kept current. <u>Agency does this today</u>. Agency recommends that it maintains the website portal for business, nonprofits and other organizations to update their information to include a brief description, phone number, and hours of operation. Agency will ensure links to each business'/organizations' social and websites are working, also an undertaking that Agency does today. Agency believes that criteria guidelines for a listing be made available so Agency ensures that it has met the expectations of all businesses and organizations when it comes to their listing.

Website Content Maintenance Cost: 2 hours, \$300 month

- d. Agency Tourism Marketing does and will employ long-form storytelling; that is, the story both in paid and organic social will have "chapters" that are relative to the customer journey. Agency blends both text, photography and video. Agency sources the content as cost efficiently as possible.
- e. All messaging will conform to the following: no reposts and all content is created. Note that if User Generated Content is considered a "repost" Agency will also not source, however this is a highly cost effective marketing tool. Agency will ensure that development of a video and photography asset library to be owned by the City of Ouray. It will represent the City as The Outdoor Recreation Capital of Colorado and capture its authenticity for its guests. Video and photography assets will also reflect Ouray as a 4 season destination. Assets will be optimized for all digital channels.

Agency recommends that as soon as possible Ouray to find a way to invest in a long-term video strategy. This would include capturing several hours of year-round video in raw 4K. The video assets would be owned by Ouray so that when a concept for a campaign or story is developed, a video producer can then produce a video within a week. These assets can be used for up to 5 years or more and thus are an investment worth pursuing. As well, video captures the viewer unlike any other medium.



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Cost: Minimum 5 organic posts per week on each of Ouray's social media platforms and website updates to reflect content assets as well. 10 hours, \$1,500/month.

Optional Cost: June through December Video program - 80 hours, \$12,000. Deliverable: 40+ hours of RAW 4K video stored and owned by City of Ouray and up to 10 finished videos for various channels.

f. Working with media outlets or Earned Media. A solid PR strategy is important but it is typically a long term strategy. Agency recommends consistent earned media outreach but depending on past work, it may take time to see results and results are often sporadic. However, when a destination does realize results in this channel, they are highly rewarding.

Cost: Earned media contact development, story pitches, PR releases: 10 hours, \$1,500/month

g. Agency will work with the city to develop measurable benchmarks in all messaging related activities and Agency will produce monthly and quarterly reports addressing the progress related to these benchmarks. Agency will also develop an online dashboard for up to date daily reporting. In addition, Christian Robbins, Senior Strategist, will be available upon City Council's request to review the monthly report.

Cost: 3 hours/\$450 month to include in-person visit

h. **Other:** The RFP did not request nor discuss any paid search known as Google Ads, or paid social media known as Facebook ads or Instagram ads. There are other paid digital advertising opportunities as well. While mentioning RFP in the content development, the strategy and execution of email marketing was not requested. Agency strongly recommends that the city of Ouray continue their email program. Finally, Agency lists the on-going marketing infrastructure expense currently being paid for. This would need to be maintained for website and email purposes. Agency has been managing both your Google Ad, Social Ad and email campaigns, the infrastructure and accounts are already set up, it is easy turning them back on when you are ready.

Paid Search Engine Cost: Campaign costs: \$500 to \$1,500 per month; campaign management: \$300 per month. (on hold, not being billed)

Paid Social Platform Cost: Campaign costs: \$500 to \$1500 per month; campaign management: \$300/month. (on hold, not being billed)



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Email Platform Cost: \$40/month (currently being paid)

Website Hosting, SSL certificate, Dedicated IP, Cloudflare Security Cost: \$80 month (currently being billed and paid)

Email strategy and development Cost: \$300/month - 1 to 2 emails sent per month (on hold, not being billed)

Summary Table

Service	Cost Per Month				
RFP Requested Services	\$4,350 OR \$26,100 for 6 months (Jun-Nov or Jul-Dec, 2020)				
Video Program	\$1,000				
Paid Social and Search	\$1,600				
Marketing Infrastructure Already in Place	\$140				
Monthly Email	\$300				
Total	\$7,390				

Payment terms: In light of COVID-19 related funding challenges, if requested, Agency will bill the entire prior 30 days' amount due but will only require 50% payment. The remaining 50% due can be delayed for 6 months.

Firm Capability

9) Company profile

Agency Tourism Marketing is a creative digital marketing agency that empowers destination marketing organizations and attractions around the world. Agency has had the privilege of serving clients of all sizes from local to state destinations since 2007. As noted, it is a fundamental component of Agency's work to



2020 Marketing Proposal v1.0



measure results which in turn drives efficiency and efficacy. Agency will work with the City of Ouray in order to define and develop agreed upon metrics that will be used to hold Agency accountable for its results. Below are three examples of Agency Tourism Marketing's work; as well, how measurement was utilized so that the client could track results.

10) Work Examples

Alamosa Convention & Visitors Bureau

Kale Mortensen, Executive Director 719-589-9385 director@alamosa.org Colorado Welcome Center 610 State Avenue, Alamosa, CO 81101 www.alamosa.org

Agency has been working with Alamosa CVB for more than a decade, having built their past 3 websites. Agency helped Kale make the transition from Marketing Assistant to the former director (Jamie Greeman), to the Interim Director, to his current role of Executive Director. Agency provides full internet marketing services to Alamosa, and has supported the team with training and education so that they are even more knowledgeable and efficient in marketing their destination.

In 2017, the team decided that it wanted Alamosa to dominate content and search results for anything related to The Great Sand Dunes National Park. Even amidst competition from giants like NPS and Wikipedia, Agency Tourism Marketing and Alamosa successfully drove enormous amounts of additional quality traffic and impressions.



In the beginning of 2019, Agency began an SEO campaign to specifically target "Great Sand Dunes National Park" related searches for Alamosa. By March, the team started seeing an increase in YOY traffic that ramped up considerably during the planning and travel season. New Users were up 49% and the quality of traffic improved with visitor guide requests increasing to 381%.



2020 Marketing Proposal v1.0





The above graphic shows an increase of 16.2K clicks, and an incredible increase of 1.5 million impressions for all search terms. This means that a far greater number of web users are typing "Alamosa" as a search term. Date range: Apr 30 - Aug 30, 2019 vs 2018.

Travel Oregon (Oregon Tourism Commission)

Ariana Bray-Sweet, Insights & Planning Analyst, Global Marketing 971-717-6182 ariana@traveloregon.com 319 SW Washington Street, Suite 700, Portland, OR 97204 www.traveloregon.com

Agency has been working with Travel Oregon for at least 5 years. Earlier this year, Agency helped Travel Oregon launch their Visitor Lifecycle Management project; a project that's been in the works for the last 2.5 years. Agency integrated Tourism Engine with their marketing automation platform, Marketo, and uses it to run complex email marketing campaigns that integrate with traveler data profiles and behavior on their website.

Welcome Center Tablet Project

Agency created a Welcome Center Tablet survey that is used to welcome travelers, drive newsletter signups, collect interest based data, and regional interest data. This data is, in turn, used to drive activity

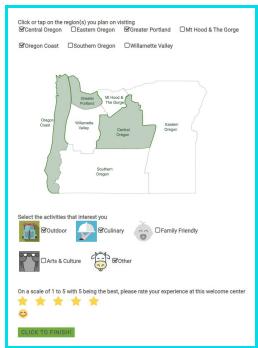






ideas while in-destination. Agency has combined that with a follow-up survey calculated to arrive 2 days after the traveler plans to return home.





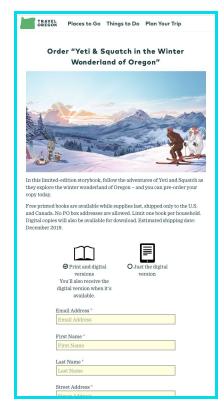
Sweepstakes Forms

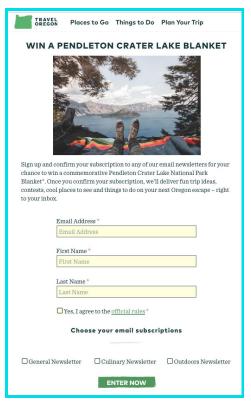
Agency creates several sweepstakes entry forms each year offering prizes and incentives to drive newsletter subscriptions and keep travelers inspired to visit Oregon. These forms integrate with Tourism Engine, collect data about the traveler, and use that data to drive further relevant information and communication to the traveler.



2020 Marketing Proposal v1.0







Ruidoso Motorcoach Ranch

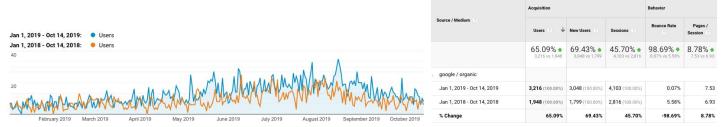
Lisa Zachry, Owner 575-336-4556 stay@ruidosomotorcoachranch.com 358 Airport Rd, Alto, NM 88312 www.ruidosomotorcoachranch.com

Agency began working with RMR when they started their business 4 years ago.. Although they're a smaller lodging client, they're an excellent example of how a thoughtful, long-term approach to internet marketing can help bring huge success to smaller organizations.

Agency started with a budget design and website build in their first year and over the next four years, gradually incorporated other marketing components as budget and resources became available. Agency built a custom reservation system that allowed them to drive online reservations (conversions) and custom ecommerce tracking to measure their revenue success in Google Analytics. Finally, Agency helped them initiate Google Ads and email marketing. In 2020,the team achieved wonderful success with an SEO project that began on January 1st.







The above graphics show an increase of Organic Search traffic by volume. The table shows that the traffic was of good quality, with a decreased bounce rate, and an increase in the number of pages viewed.

Thank You

These are challenging times and no doubt, we're all in for a tough year. But, just as with our personal lives, there are always silver linings to be found. It takes the right mind-set or philosophy, strategy, and execution. Marketing efforts are necessary not only in 2020 but also, to keep Ouray relevant in 2021 and beyond.

Agency lives Southwest Colorado tourism and we hope that we have provided you with solutions and options that best utilize your resources now and in the foreseeable future. We trust that silver linings are to be found for the City of Ouray and we'd like to support you in finding them!

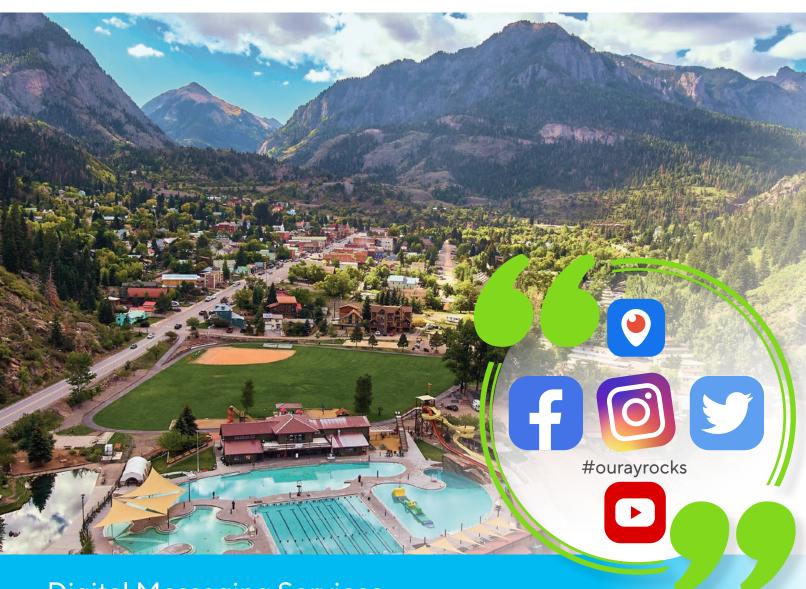
Thank you for this opportunity.

Jason, Christian, Laurie, Lauren, Bobby, Monica, Amanda, Michael, and Ted





#ouraycolorado



Digital Messaging Services City of Ouray, Colorado

May/June 2020 - December 31, 2020

Marketing and Creative Team Leaders: Gretchen McArthur and Tamara Wilder April 30, 2020



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

Dear Melissa:

Enclosed is a proposal to provide digital messaging services for the City of Ouray. Developed by Gretadesign, a local Ouray woman-owned design and marketing agency with more than 20 years of business experience, our mission is to present the City of Ouray as an outdoor recreation and cultural tourism destination.

Our unique approach to tourism marketing is rooted in a solid strategy aimed at attracting visitors and enhancing the visitor experience. Led by Gretchen McArthur and Tamara Wilder, this effort is supported by a tight network of local and regional experts who appreciate the San Juan Mountains and want to see Ouray continue to grow.

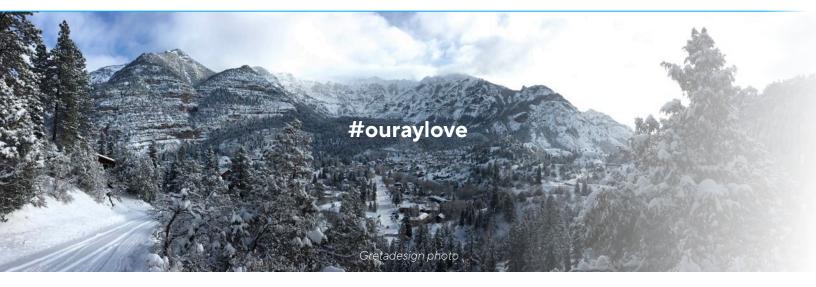
But strategy without measurement is inefficient. We subscribe to clear accountability and measures. Working with local government and merchants, we'll create a business-centric messaging campaign that excites and engages, while also reviewing content performance in real-time and adjusting tactics as the data develops.

If you have any questions, please do not hesitate to call or email me. I know we can work together for a mutually beneficial tomorrow.

Looking forward to connecting.

Gretchen McArthur Principal, Gretadesign

416 9th Ave. | P.O. BOX 1233 | Ouray, CO 81427 | 303-733-0300 | **gretadesign.com**



Scope of Proposal | 1 Applicant



Gretchen McArthur | Principal, Gretadesign
Primary Contact Creative Lead | Project Coordinator
416 9th Ave. P.O. BOX 1233 Ouray, CO 81427 | 303-733-0300 | gretadesing.com

Tamara Wilder Social Media Lead and Financials / Reporting tamwilder2020@gmail.com | 970-708-4706

Scope of Proposal | 2 Qualifications

Gretchen and Tamara met four years ago and began a collaboration that continues today. Working on marketing and advertising projects for Telluride Ski and Golf, LLC and Box Canyon Lodge, they have maintained a great professional relationship and friendship. Both share a passion for visual design and value hard work. They have a deep-rooted passion for seeing the town of Ouray continue to grow in a sustainable and well-managed way.

Gretchen McArthur is a professional creative director and graphic designer with decades of experience designing branding, identity and voice for a broad range of businesses. Her art directing skills and proven project management, ensure any project gets the right approach, attention and quality. Telling stories with photos is something she loves to do. Taking well-composed photos and art directing photo shoots for ad campaigns are the hallmarks of her award-winning work, including three Emmys for design.

Since moving to Ouray in 2016, Gretchen has worked to develop many personal and professional relationships with Ouray merchants, outdoor businesses, and hotel owners. Known as a catalyst for creativity and thought leadership, Gretchen excels at bringing together talented people who share a vision.

The team Gretchen has assembled for this RFP reflects her understanding of what it takes to do a job right. Last fall, Gretchen was contracted by the Ouray Tourism Office to draw a new map for the City of Ouray, as well as redesign some of the outdated "Stay Longer" brochures, which are available at the Visitor Center. Most recently, the Friends of the Ouray Via Ferrata hired Gretchen to design the map and brochure for the new, exciting Ouray Via Ferrata.

Gretchen loves working on Ouray tourism projects because she understands the impact that targeted, digital media can have on business growth and reputation. She is excited to use her branding expertise, understanding of the community, and advertising chops to help drive tourism.

"My approach to graphic design is simple. I start with clean and functional design – and then make it beautiful."

Tamara Wilder has more than 20 years of experience in strategic marketing and execution. Always in lock-step with clients, Tamara digs into audience demographics to build effective campaigns aimed at influencing purchase decisions. She prides herself on her ability to build effective networks and achieve consensus with diverse audiences.

At the core of Tamara's approach is clear articulation of campaign goals. In this case, her objective is to drive more visitors to Ouray while improving engagement with the city's social media platforms. Using analysis and benchmark tracking, Tamara creates advertising campaigns that are both effective and efficient.

Over the last several years, Tamara has worked with many Ouray County business owners to create compelling promotional marketing campaigns aimed at increasing revenue and customer loyalty/repeat visits. These vendors include Action Adventures Horse-riding Excursions, Switzerland of America Jeep Tours, San Juan Mountain Guides, Ouray Hot Springs Pool, Orvis Hot Springs, Elevations in Weddings Event Planning and Mouse's Chocolates and Coffee.

When working for Telluride Ski and Golf, she contributed to a 10% increase in revenue thanks to well-executed marketing campaigns. All digital audience metrics were grown and maintained, including email list size, social following, audience feedback monitoring and event attendance.

Further, Tamara created a community-based Farmers Market in Walker, MN. that became a model for all community markets throughout the state. Focused on breadth of offerings, live entertainment, food and beverage services, contests and giveaways, live presentations, cooking classes, celebration dining events and other fundraisers to support the cause. In addition, she was a critical part of the San Juan Skijoring Competition Planning Board, assisting with promotional materials and celebration events.

With a mantra of "on time and on budget," Tamara will take any challenge and apply her leadership and problem-solving skills to ensure success. Few will work harder to achieve a goal.

Scope of Proposal | 3 Approach

Our Five-Part Approach

The objective and ultimate goal of our Gretadesign Digital Tourism Messaging Services are to provide a comprehensive, strategic approach to promoting Ouray as a premiere vacation destination. To achieve this, Gretadesign will work closely with The City of Ouray and merchants to collaboratively develop and maintain a compelling and balanced messaging program with clear benchmarks and budget.

Our process is as follows:

- 1 Conduct weekly interviews with five local businesses to identify topics for upcoming posts.
- 2 Develop messaging and imagery for featured posts, including calls to action.
- 3 Route posts to marketing team and incorporate feedback to ensure content is on point and supports the campaign's objectives.
- 4 Complete weekly evaluation of the city's website to make sure it is up-to-date with business listings and current events. The team will utilize a project management program to ensure project's are organized and on-schedule.
- 5 Track media performance weekly and report on trends monthly. This will be achieved utilizing Google Analytics resources and tools, Google My Business metrics tools, SEO optimization and reporting tools, Facebook and Instagram Native Analytics to measure Reach, Impressions, Referral Traffic, Page Links and Follows, Video Retention, Video Engagement, and CTR as defined in Facebook Native Analytics.

This approach will be applied to all aspects of the scope of services outlined in this proposal.

We look forward to working with business owners and city representatives to develop marketing synergies that unite all the businesses of Ouray as a tourism destination.

4



Gretchen McArthur is with Tamara Gulde and Mary Viola.

#ColoradoWest #GetYourJeepOn #JeepingCapitalOfTheWorld #OurayRocks #OutThereColorado

April 22 at 7:24 PM · 3 ▼

Five local types of businesses we will spotlight; one of each in our weekly in posts would be:

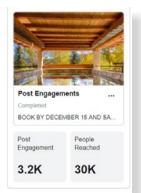
- Retail
- Lodging
- Food/beverage
- Activity or Pool
- Event/History

(See mock-up on the left)

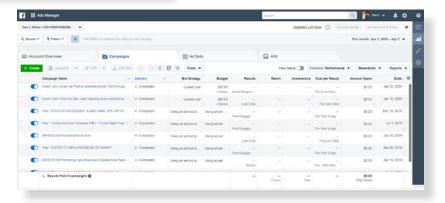
Scope of Proposal | 3 Approach







"Digital media performance measured utilizing Google Analytics resources and tools, Google My Business metrics tools, SEO optimization and reporting tools, Facebook and Instagram Native Analytics."



Measurement

- 1. Revenue has a causal connection to advertising and promotion. We will take a micro-focused approach that connects a message with an intended outcome. For example, if the town wants to increase lodging occupancy, we will take a baseline prior to the campaign, focus content on promoting lodging, and then review revenue changes post-campaign.
- 2. Interaction and traffic is another important metric. The number of followers/reach, net page likes, comments and shares are key to understanding the impact of a social media campaign. For each metric, we will establish a baseline and a goal, and then measure performance against those KPIs.
- 3. The No.1 key to social media engagement is content. Past efforts lacked a tight strategy and, thus, were too random to make a connection between execution and performance. We will borrow from the concept that encouragement and support is what people are looking for. To that end, we will comment when asked a question or to clear up misinformation.
- 4. A vital part of a comprehensive marketing plan includes a strategic road map, with a starting point to review what steps were taken in the past and did they work, a mid point to measure the ongoing success of the plan and adjust where necessary and an end goal to meet or exceed. The Gretadesign Team will focus on implementing these steps to ensure the City of Ouray destination digital messaging is most effective in capturing and converting audiences, regionally, domestically and Internationally, to visit Ouray and enjoy all that the region has to offer.

Scope of Proposal | 3 Approach (continued)

All of the images Gretadesign will use to use to promote Ouray will meet the brand criteria of:









Creative Cost Savers:

- 1. Photography is not one size fits all. We realize that there is a need for all types of photos, people shots, landscapes etc. We prefer to seek out the right fit for the right shot. Sometimes that is also found with inexpensive stock photos. We can source affordable images at adobestock.com to save money and time when the project calls for it.
- 2. While Tamara and Gretchen don't sell themselves as professional photographers, they have the creative skill-sets to take some cool pics for their weekly merchant business and hospitality posts, as well as a few beautiful landscape photos from Ouray's many hiking trails which they frequent often.

Ouray area brochures by Gretadesign show a mix of stock photos, Gretadesign photo, and a local photographer.



Scope of Proposal | 4 Acknowledge

Gretadesign acknowledges 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.



Scope of Proposal | 5 Acknowledge

Gretadesign acknowledges that most 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. In some cases it is more cost effective to purchase usage rights only from photo/video contractors for social media and web platforms. Purchasing sole ownership of some images and videos is unnecessary. Also Gretadesign will ask for expressed written copyright engagements from local photographers and veneers for social media uses of their post images if needed. Reposting and connecting with other social media pages is key to driving the numbers of viewers up. City of Ouray would not have rights to ownership of these images or posts.

Assigned Personnel & Availability | 6 Key Personnel



Gretchen McArthur Creative Lead | Principal Gretadesign Primary Contact

greta@gretadesign.com 303-733-0300 Ouray, CO



Since moving to Ouray in 2016, Gretchen has developed numerous personal and professional relationships with various Ouray merchants and hotel owners. Gretchen is a proven leader who loves to unite creative forces for professional projects. She's even won 3 Emmy's for doing this!

Gretchen McArthur is a professional creative director and graphic designer with decades of experience designing branding, identity and voice for a broad range of businesses. Her art directing skills and proven project management, ensure any project gets the right approach, attention and quality. Telling stories with photos is something she loves to do. Taking well-composed photos and art directing photo shoots for ad campaigns are the hallmarks of her award-winning work.

Since moving to Ouray in 2016, Gretchen has worked to develop many personal and professional relationships with Ouray merchants, outdoor businesses, and hotel owners. Known as a catalyst for creativity and thought leadership, Gretchen excels at bringing together talented people who share a vision. Over her career in news production, she won three Emmys for design and production.

The team Gretchen has assembled for this RFP reflects her understanding of what it takes to do a job right. Last fall, Gretchen was contracted by the Ouray Tourism Office to draw a new map for the City of Ouray, as well as redesign some of the outdated "Stay Longer" brochures, which are available at the Visitor Center. Most recently, the Friends of the Ouray Via Ferrata hired Gretchen to design the map and brochure for the new, exciting Ouray Via Ferrata.

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"My approach to graphic design is simple. I start with clean and functional design - and then make it beautiful."







Tamara Wilder

Marketing and Communications Lead Social Media Manager and Financials Reporting

tamwilder2020@gmail.com 970-708-4706 Ridgway, CO



A Coloradan born in Aspen, Colorado, and now very happy residing in the San Juan's, Tamara takes pride in working effectively with professionals throughout Ouray County to further promote this pristine region and create lucrative, yet balanced commerce opportunities for the community.



These two joined forces in 2016 at Ouray Women Who Wine

Tamara Wilder has more than 20 years of experience in strategic marketing and execution. Always in lock-step with clients, Tamara digs into audience demographics to build effective campaigns aimed at influencing purchase decisions. She prides herself on her ability to build effective networks and achieve consensus with diverse audiences.

At the core of Tamara's approach is clear articulation of campaign goals. In this case, her objective is to drive more visitors to Ouray while improving engagement with the city's social media platforms. Using analysis and benchmark tracking, Tamara creates advertising campaigns that are both effective and efficient.

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With a mantra of "on time and on budget," Tamara knows how to motivate teams, inspire creativity and achieve outcomes. A highly organized and creative individual, Tamara will take any challenge and apply her leadership and problem-solving skills to ensure success. Few will work harder to achieve a goal.

Tamara is an active tourism member for the San Juan Skyway Tours and Mountains to Mesas planning groups.

Gretchen and Tamara share the same love for Ouray and Rigdway and would like to see our two towns work together more to help promote Ouray County as a destination.



Assigned Personnel & Availability | 7

List of additional qualified personnel available to assist in projects if required.



Mary Viola
Public Relations and Content Developer
maviola505@gmail.com
847-341-1603
Ouray, CO

Mary Viola has more than 30 years of experience developing public relations campaigns for companies like PepsiCo, McDonald's and True Value Hardware. Most recently, she led the communications strategy for CDW, a technology solutions provider, including media relations and public relations. She has a BA in English from the University of Colorado. Mary retired in 2017, the same year she moved to Ouray.



David Fischetti
Website Developer
www.themediacouncil.com

dave@themediacouncil.com 516-578-9445 Telluride, CO

With over 20 years of experience, Dave has spent most of his professional career focusing on the development of custom business solutions for various industries. He has a proven ability to bridge technology and business goals to provide productive, economical results. Dave specializes in building web sites that are intuitive for users and exceptionally easy for clients to manage.

Whether it's responsive web site or a mobile app, Dave is involved in the process early and sees it through to its launch. Dave is experienced in all aspects of web and mobile development working with clients such as Pfizer, Genentech, Vertex, Giant Bicycles, Olympus, Whisky Advocate, LAN Airlines and global ad agencies. He's also done work for some wonderful non-profits such as Bhutan Foundation, Resource Foundation, and Positive Exposure.

Locally, Dave has developed projects for Telluride Adaptive Sports, The Drop Boardshop, Telluride Education Foundation, Telluride Lacrosse, Gerber Construction and is currently in the process of redeveloping the Wilkinson Public Library website.

We think you'll find Dave to be knowledgeable, proactive, honest and easy to work with.



Anne Millison Smith
Media Buyer
www.thinkkernel.com

CONTRACT AS NEEDED Anne@thinkkernel.com 303-349-7650 Lakewood, CO

"Having the perfect message is no good if it doesn't get in front of the right people. At Kernel we provide you with an end-to-end solution for your media planning and buying needs to put your message in front of the right audience." -Anne Smith

The objective of the digital media buy is to increase visits to Ouray using a highly targeted digital messaging campaign.

Communications tactics will be apprised for their appropriateness to drive visitors of the desired demographic and geography, and could include:

- · Digital display advertising
- · Search engine marketing
- · Email marketing
- Facebook advertising
- Targeted video pre-roll

In each case, Kernel will plumb Ouray's current database of to create a profile of "look-a-likes," that is, those who share characteristics of your current visitors. Targeting these "look-a-likes" will give us the best chance of increasing visits to Ouray, while being economic with the city's budget.

How Anne Smith is compensated:

Anne will charge a fee over and above the media buy that will range from 10-20% of the total buy. The percentage amount depends upon the size of the buy, and the frequency of media placements.

So, a client spending six figures over a period of months will pay a 10% commission; a client spending a one-time \$20,000 buy will pay closer to 20%.

The commission includes the following service:

- Analyzing digital options available and determining the best platforms for the City of Ouray.
- Building a recommendation to present to the City of Ouray.
- Negotiating with media vendors for good pricing and no-charge inventory.
- · Placing the buy.
- Monitoring the buy.
- · Adjusting the buy.
- Fully reporting on the buy monthly, with a final report at the end of each flight.

Gretadesign Digital Tourism Messaging Services Team

All local and Colorado talent • Years of experience • Passion for our town



Cost and Work Hours | 8 **Service Hours**

			Days						
Personnel	Task	Work Hours	Hourly Rate	Per Week	Weekly Cost	Monthly Cost	7 Month Cost		
Gretchen McArthur			\$50	5	\$2,000.00	\$8,000.00	\$56,000.00		
Tamara Wilder	Social Media Marketing Promotions Planning / Posting/ Responding Social media reporting tracking data. Email/blog marketing. Website updating	24	\$50	5	\$1,200.00	\$4,800.00	\$33,600.00		
David Fischetti	Website updates (Tune-up website before summer - remove old pages and add new ones?) Update any old plugins etc general cleanup. This site is very old and was created in Joomla is a content management system that could be tricky to work with. We recommend rebuilding the site in WordPress next winter.	3 (est 10- 15hrs)	\$75	1	\$225.00	\$900.00	\$6,300.00 (one-time website tune-up) \$1,000.00		
Mary Viola	Writing for weekly postings, proof reading, blog? PR when needed (think COVID/Wildfires etc.)	6	\$50	As Needed \$300.00		\$1,200.00	\$8,400.00		
Labor	Services for Greta	design tea	am - SUB	TOTAL:	\$3,725.00	\$14,900.00	\$105,300.00		
Additional	qualified personnel available to assist i	n project	s if requi	red					
Photos	Still images						\$2,100.00		
Drone video	Videography					\$250.00	\$1,750.00		
Media Buyer	(please see page 10 for costs examples an	d breakdo	wn)						
Additional qualified personnel available to assist in projects if required Subtotal: \$550.00 \$3,850									
Additional E	xpenses								
Email newsletter	Trail of mile marketing mossaging care reason priori								
Hootsuite	Scheduling and Pushing Social Media	\$125.00	\$875.00						
Travel	Travel Attending Colorado events and points of interest planning meetings such as Mountains to Mesa's \$1,000.00 or San Juan Skyway strategic planning meetings \$1,000.00								
Digital Media Paid (Paid SEO, Post Boosting ad placement on other sites etc.)									
-	Google Ads \$2,000.00 \$,4,000.00								
Facebook \$1,000.00 \$7,0									
					Instagram	\$1,000.00	\$7,000.00		
					SEO	\$1,500.00	\$10,500.00		
				Addition	nal Expenses	\$5,924.00	\$32,468.00		

Cost and Work Hours | 8 Service Hours

Digital Messaging Services Cost Totals	7 Month Cost		
Labor	\$105,300.00		
Additional qualified personnel available to assist in projects if required	\$3,850.00		
Additional Expenses	\$32,468.00		
Project Total:	\$141,618.00		

Firm Capability | 9 Examples

Since 2000, clients have worked with Gretadesign because of what Gretchen brings to the table. Her creativity. Her passion, and her understanding of the true strength of a visual presence. Most Gretadesign clients are referred by others. So there's no need to advertise and no need to pass those costs on to clients. That's another reason why they stay with Gretadesign.

Gretadesign is cost effective and Gretchen is reliable. She is always professional and responds to her clients calls/emails the same day or within 24hrs. When clients move on to new organizations, they often take Gretadesign along with them.





Telluride Facebook promotions by Gretadesign and Tamara Wilder for a division of Telluride Ski and Golf, LLC.

Firm Capability | 9 Examples









HERE'S HOW TO ENTER:

Colorado half day Jeep tour for two.

- 1. "Like" Chipeta Solar Springs Resort @chipetalodge
- 2. Share this post with your Instagram followers and ask them to like @chipetalodge
- 3. Follow Chipeta Solar Springs Resort on Facebook for double points
- 4. Write the following comment on this post "Entered"

ITS THAT EASY!

amara Wilder Positng



Tamara has done promotion for San Juan Skijoring events for the past few years.

Gretadesign ad for Timber Ridge Lodge WHEN YOU STAY WITH US! Timber Ridge Lodge 1550 MAIN STREET, OURAY 970-325-4856 **BOOK DIRECT FOR BEST RATES!** TimberRidgeLodgeOuray.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER biBERK P.O. Box 113247 Stamford, CT 06911					CONTACT NAME: PHONE 844-472-0967 FAX 203-654-3613 (A/C, No, Ext): E-MAIL SalesSupport@biBERK.com ADDRESS:						
Staniord, Cr 00911					INSURER(S) AFFORDING COVERAGE					NAIC#	
						INSURER A : Berkshire Hathaway Direct Insurance Company					
INSU Gre	RED tchen McArthur				INSURER B:						
	tadesign				INSURER C:						
416	9th Ave				INSURER	D:					
Ouray, CO 81427						INSURER E:					
					INSURER F:						
CO	/ERAGES CERT	IFIC	ATE	NUMBER:	REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								WHICH THIS			
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DIGITAL MESSAGINGOURAY TOURISM

OURAY, COLORADO

From The Desk Of

Markus Van Meter

Dear Ouray City Council,

Thank you for the opportunity to respond to this RFP for digital messaging services for Ouray Tourism. Crafting a compelling message that invokes an action on the part of our fans and followers takes skill and consistency, traits I have demonstrated working as the social media manager for the Ouray Tourism Office for the calendar year of 2019.

Recently, I resigned from my position as STEAM (Science, Technology, Engineering, Arts and Math) Coordinator with the Ouray School District R-1. My duties included teaching high school and middle school curriculum I developed based on decades of experience in; Advertising and Design, Multi-Media, Film Production, and Photography. The core focus of all the course work revolved around digital applications such as branding, marketing, content creation, and deploying those assets in today's digital world.

Aside from teaching, I have worked as a digital designer and marketer for twenty years for high-end boutique businesses at a national level to develop their digital footprint. Assets I've worked on here in Ouray are in the proposal.

As a professional photographer, I've had the opportunity to share imagery of Ouray for editorial and commercial use to USA Today, Colorado Tourism Office, Denverlife Magazine, and media outlets all over the world. I feel this job you are requesting services for I have been doing on my own and for Ouray Tourism Office.

My company, Markus Van Meter, Inc, is listed as an S-Corp and carries one million dollars liability insurance that protects myself and my clients, due the nature of my content creation.

All materials I create for this job will transfer in ownership to the City of Ouray, providing residual use for the City website, future events, or publications.

All the best,

Markus Van Meter Owner Markus Van Meter, Inc. 970-708-1513 connect@markusvanmeter.com

Managing the Digital Foot Print of Ouray Tourism-Let's Get Social



Quality Content

The key to driving social media accounts to conversions is original quality content. Social media messaging is one of the most beneficial forms of digital marketing because it's organic. By utilizing effective messaging with compelling imagery, the results are always a call to action for the end-user. For Ouray, this would mean keeping our tourists informed and educated about resources, assets, and opportunities available when traveling to our mountain town. The more educated our tourists are before they arrive in Ouray, the better the experience.

Social media messaging is so much more than focusing on and hunting for engagement, likes, shares, and reposts from other users. By focusing on creating original content, creators can capture the attention of social media users and sustain that attention over time. This concept is key to growth content marketing. With competition higher than ever for tourists to choose where they plan to travel, Ouray has a unique opportunity to attract a demographic of visitors that can elevate our economy.

Relax. I have you covered.



Doing things differently

I engage in the activities that tourists are interested in and sharing that content will seperate Ouray's social media presence from the competition. Effective social media management merely is long-form storytelling using a combination of text, photography, and video to attract and sustain new users.

- 1. No reposts, all content is created
- 2. A blend of photography and video
- 3. Made to measure cover photos with branding that rotates by season
- 4. Highlighting all of Ouray's assets with a seasonal focus
- 5. Educating the public about land use, city resources and businesses that support tourism
- 6. Five crafted posts per week for Instagram and Facebook
- 7. Incorporating the web site into the overall marketing strategy by keeping it current and cohesive with social media

Elevating your Social Profile

The primary purpose of content messaging is to establish a connection between the audience and a brand (In this case, visiting Ouray) and not just any connection, but one where the audience has sympathy and empathy. Content has the power to make people feel passionate about Ouray based on past experiences. A successful content messaging campaign will show visitors they share the same values as our locals. It's why we all love Ouray! Visitors travel to Ouray for an experience that locals enjoy year-round.

In marketing, this effect is called 'Brand Affinity.' Once you successfully achieve it with proper content, it becomes the most powerful way to convince the prospects to repeat visits. This concept sounds great, but how can it be delivered? By turning a content marketing strategy into a brand affinity strategy, but you must provide unique and valuable content. A great way to start is to share through long-form storytelling of mini-campaigns that revolve around a season or event.

For instance, Yule Night in Ouray campaign would start around the holiday shopping season while running simultaneously with marketing the Ouray Ice Park opening. Campaigns need to have layers and be consistent in messaging while supporting the broader message.



Words of the Wise

The words and images you use mean everything. Defining the content and delivering it with your brand voice takes skill. I have already run Ouray Tourism Office social media for a year in 2019 and effectively doubled the following of accounts.

Here's exactly what you get for social:

- 1. Create messaging formatted for Instagram (5 posts per week)
- 2. Create messaging formatted for Facebook (5 posts per week)
- 3. Custom photography that is above and beyond the competition
- 4. Video posts limited to 2 minutes highlighting the seasonal assets of Ouray.
- 5. Custom advertisements for tourism-related activities and events (i.e. Jeep raffle, Fourth of July, Yule Night)
- 6. Analytics from both Instagram and Facebook to measure progress

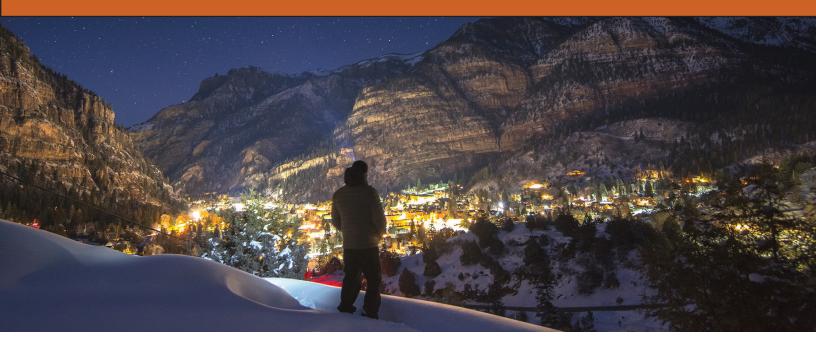
Here's exactly what you get for the web site:

- 1. Five hours per month of digital design
- 2. Keeping the core coding on the web site updated
- 3. Search Engine Optimization
- 4. Content updates as needed, calendar of events as needed, blog/vlog development
- 5. Comprehensive inclusion of all businesses, lodges and assets in City of Ouray
- 6. Analytics to measure traffic and function
- 7. Regular Backups

Here's exactly what you get for email marketing:

- 1. Email template designed from scratch that reflects City branding
- 2. Weekly hand-crafted emails recapping the weeks' social media posts linking articles back to Ouray digital assets
- 3. Monthly statistics on open rates, click thrus and growth
- 4. Impromptu email blasts as circumstances arise
- 5. Collaboration with local businesses and lodgers highlighting prices, sales or special events

Plan Of Action



Getting Onboard

This is the super light version of the timeline since the tourist season is rapidly approaching, and not much has been initiated yet this year. It's incredibly high level, but there's a lot to each of these elements, and there's a lot that's not mentioned.

The golden rule of social media is test and measure, but having already managed Ouray's social media for tourism in 2019, no time wasted figuring out what works and what does not.

If it turns out that something unexpected happens that is producing better than expected results; it would be crazy not to milk it.

My **Timeline**

DAYS 1-3

Aquire usernames and passwords to all assets. Facebook, Instagram, ouraycolorado.com.

Begin messaging on social outlets.

Assess the current state of content and develop cover images and update branding, comprehensive business listings, City assets where necessary.

DAYS 4-7

Identify baseline measurements for success. Number of followers, SEO rankings, code update requirements for the web site.

END OF MONTH 1

Have all marketing assets aligned and running at full steam with appropriate messaging along with event calendar, newsletter and blog

Facebook Metrics-How We Measure Success

Eight Metrics For Facebook

1. Engagement

Engagement measures the number of times someone took action on your posts. That could mean clicking a link, sharing your post, making a reaction, or leaving a comment.

2. Reach

Reach is the number of people your content is viewed by on Facebook. Either through paid or organic efforts.

3. Impression

Another Facebook metric related to the visibility of your posts is impressions. While reach tells you how many people saw your posts, impressions measure the number of times your posts view. That includes if one post was viewed multiple times by a single user.

4. Referral Traffic

Facebook referral traffic is the number of visitors your website gets from Facebook. That includes traffic from people clicking links in your posts, traffic from other people sharing your articles, or visits from clicks in your profile link.

5. Page Likes & Follows

Page likes are the number of people that follow your brand on Facebook. They are your audience for a particular platform.

6. Video Retention

It's important to develop videos that fall in the 2-3 minute range for positive video retention. If you're posting 10-minute videos and people only watch 1 minute of your video, it's time to cut it down in length. 2-3 minutes' work.

7. Video Engagement

As crucial as non-video posts, engagement of your audience to your video content measures if the message is delivered.

8. CTR

Click-through rate (CTR) shows the percentage of people that see your ad and click through to your landing page. The average CTR for Facebook ads across all industries is 0.9%

Tool Used- Facebook Native Analytics

Instagram Metrics-How We Measure Success

Six Metrics For Instagram

1. Follower Growth Rate

A high follower count can be an ego boost and add brand credibility, but it doesn't say that much about the health of your marketing campaigns and Instagram efforts. Your follower growth rate, on the other hand, gives you a good idea of whether your brand is expanding its reach and catching new people's attention. In other words, the way your follower count changes is more important than your actual number of followers when evaluating your Instagram performance.

2. Engagement Per Follower

An incredible 70% of Instagram posts don't get viewed. All of the followers in the world won't drive new business if your followers don't see and engage with your posts. With Instagram's updated algorithm, engagement is more important than ever to make sure your posts viewed. Tracking your engagement per follower lets you monitor just how interested your audience is in your content.

3. Website Traffic

Like other social media channels, Instagram can be a powerful driver of traffic to your website when used correctly. Instagram is more limiting than other social platforms in driving traffic to your site. You can't add clickable links to each post-it only allows the one tap-able link in your bio.

4. Comments Per Post

Likes on Instagram are gratifying, but comments are worth more. It only takes a second to tap the "like" button, but typing out a comment requires time and thought. When someone leaves a comment, it shows that you've caught their interest and connected with them in some way. Thus, the number of comments you get is an important metric to track. Keep an eye on your average, and notice if it goes up or down.

5. Instagram Stories Engagement

Instagram stories – which can be either video or photos – are a bit different from regular content because they disappear after 24 hours. This disappearing act makes the feature a bit more challenging to track engagement. Platforms outside Instagram don't currently support analytics for expiring content, but you can still track this metric with Instagram's native analytics tool, called Insights.

6. Reach

Another metric that requires you to switch to a Business Account. You can view reach within your Instagram Insights. Reach tells you the total number of people who have seen your post. This is different from impressions. If the same person sees your post three times, that will count as three impressions. However, that person only counts as one towards reach, making it an important metric to measure how many people are seeing your post. Along with total reach, you want to track your Reach Rate, the percentage of followers that see your post.

Tool Used-Sprout Social

Website Metrics-How We Measure Success

Six Metrics For Websites

1. Website Traffic

The top-level metric most webmasters obsess over is traffic—specifically, a total number of visits to a website. Of course, traffic is fundamentally essential for any successful website, and it's incredibly easy to track using Google Analytics.

2. Traffic Sources

As well as knowing your top-level traffic numbers, you should also know where your traffic is coming. Again, this information is available using a tool like Google Analytics.

Google Analytics breaks down your traffic sources into four broad categories:

- 1. Organic Search: traffic coming via the search engines
- 2. Referral: traffic from another website
- 3. Direct: traffic typing your domain into the browser
- 4. Social: traffic from social media

Each source of traffic will tell you a few important snippets of information about your website.

3. Bounce Rate

Your website's bounce rate is another critical metric—and one rumored to have an impact on SEO.

The bounce rate metric, displayed as a percentage, tells you how many visitors leave your website immediately after arriving—Google defines these as "single-page sessions." The lower your bounce rate, the more visitors there are sticking around to enjoy your website and (hopefully) converting.

4. Top Pages

If you head over to the Behavior section of Google Analytics, you'll be able to see your best-performing pages in terms of traffic volume. Analytics displays the number of page views and how those page views look as a percentage of total pageviews across the entire website.

5. Conversion Rate

Conversion rate is another crude top-level metric, but it's arguably the most important metric of all, as it can have a significant impact on your site's profitability. If you can increase your conversion rate from 1% to 2%, your profits double. Total conversion numbers are essential, but it's the conversion rate that tells you how well you encourage your traffic to perform the desired action.

6. Conversion By Traffic Source

Not all traffic sources are created equally. This can be seen clearly by looking at the conversion rate by traffic source metrics. The conversion rate by traffic source is calculated using the same four traffic source categories: organic search, referral, direct, and social.

Tool Used-Google Analytics

Past/Current Assets I've Developed



Writing and Photo Assignments

Editorial

Currently, shoot and write for Skijoring Magazine and have contributed three articles for the 2020 issue due in September of this year. Samples of the kind of articles that could contribute to the growth of ouraycolorado.com can be found here http://blog.markusvanmeter.com

- 1. USA Today-Supplied photography for summer Escape Issue featuring Ouray
- 2. Denver Life Magazine-Supplied photography for activities in the Ouray area
- 3. Adventure In the San Juan Magazine-Feature article on my adventure weddings
- 4. Out There Colorado- Ranked #4 in Top 15 Colorado Photographers
- 5. Ouray/Ridgway Visitors Guide- Cover photo for 2020 along with the inside cover article to welcome visitors to Ouray

Contributor

Content creator for the Colorado Tourism Office on their "Content Creation Crew." Supplied photography and engaged in an Instagram Takeover of the State's tourism account. Currently, contribute as needed.

Assignments

San Juan LEADS- Montrose to Moab. Three-day photo assignment covering blind military veterans riding bicycles from Montrose-Moab. This project was in conjunction with Blind Endeavors and Welcome Home Alliance-Montrose.

San Juan LEADS- Walking off the War. Four-day hike of the Sneffels Traverse with veterans suffering from PTSD. My job was to document the event as a photojournalist.

Past/Current clients you can relate to

The **Ouray Brewery**

Managed the Facebook account for Erin Eddy and, over eighteen months, leveraged the account from 950 followers to over five thousand. Also, I built and managed the web site to coordinate with social media. Management ended the fall of 2017 after Erin took the accounts internally.

The Ouray Victorian Inn

Jan Liske hired my services under the advisement of Kat Papenbrock to make her brand competitive against Twin Peaks and Box Canyon Lodge. In 14 months, social media following doubled to over 4k thousand followers, and Jan noted that her sales increased 22 percent. Management ended when she sold to Twin Peaks.

The Ouray Tourism Office

I took over Instagram for Ouray Tourism Office on December 31 of 2018 with 9,500 followers and much later, Facebook, with 14,000 followers. In a year, Instagram grew to 17,500 followers, and Facebook grew in 5 months to 19,000 followers. Management ended on January 1, 2020.

2019 Charlie Berger Volunteer Award Recipient

For work performed on behalf of Ouray Tourism Office to support their mission, vision, and team.
-Awarded by Chris Hinkson | Ouray Tourism Office

The Ouray RV Park & Cabins

I currently manage the digital footprint for Amber and Jason Perkins for both the RV Park and the Cafe. In the past nine months, projected sales have increased substantially, and the Cafe is thriving when it used to struggle.

A few words from Amber Perkins:

In 2019, we decided to partner with Markus Van Meter as our social media administrator. Markus' vast experience in this area is evident, as we have seen ahuge increase in social media traffic, which transfers into more exposure and reservations for multiple aspects of our businesses. He understands how to build a brand and the economics of growth. This relationship has truly been a tremendous asset to all 3 of our businesses and we look forward to our continued relationship with Markus for years to come. Amber Perkins-Ouray RV Park and Cabins

Skol Studio & Design

I designed and built a web site for the sole purpose of showcasing many of Jeff's unique works and art. The professional online presence has elevated his business globally and opened doors for messaging new products and initiatives.

Your **Investment**



I'm a little different from the others...

I don't operate on big, 'one-off' payments; you pay monthly. This keeps things simple for the entire duration of the deal and makes balancing your finances easy, so you are never left "out of pocket."

But, I need your belief

I have a minimum term of six months on all my agreements. The reason is simple: I need your commitment for that length of time to achieve the kind of results we are both setting out to achieve. Giving you the ability to cancel at any time means you're not thinking long-term, and as you know, that isn't the kind of thinking that produces epic results. Makes sense?

Social Media Management

Monthly analytics, craft messaging, custom photography and video along with advertising graphics to engage your audience. Instagram and Facebook. \$1,800 /month

Web Site Management

Quarterly CMS security, patches to code, 5 hours a month of development or design, business listing updates, custom imagery. \$2200/month

Regional Digital Marketing/Advertising

Email marketing a weekly newstletter that's visually appealing. Developing campaigns for collaboration with partners such as the Colorado Tourism Office and Ouray Merchants Association. Outreach to a 350-mile radius of Ouray with partner towns and cities as-well-as media outlets for exposure \$2,000 /month

Next Steps



I would love to put my years of experience developing digital footprints and deep understanding of Ouray's challenges to work on a large scale to benefit our tourism. My passion and love for the Ouray run deep, and with experience already working for Ouray Tourism as a social media manager, I feel this is a perfect fit.

Proposal Summary

In short, I would provide content creation and organic digital marketing services for the City of Ouray Tourism that would include Facebook and Instagram for social media while maintaining, updating, and scaled design /development of the web site to include search engine optimization. Monthly analytics provided to Ouray City Council and assets marketed regionally within a radius of 350 miles of Ouray. With gas prices on the downtrend and Ouray's regional appeal, it's easy to recognize that repeat visitors from the region should become the staple of our tourism moving forward.

My experience working for the Ouray Tourism Office, along with local business, gives me the unique advantage to build long term relationships and craft a compelling message for Ouray.

Working with partners such as the Colorado Tourism Office, consultants, local lodging, local business, and media outlets is expected and included as part of this proposal.

Markus Van Meter Content Creator, Photographer, Digital Marketer

*Sources cited and used for this proposal include but not limited to Google, Sproutsocial, Agency Analytics

References

Amber and Jason Perkins Ouray RV Park and Cabins 1700 Main Street, Ouray, Colorado 81427 970-325-4523

Erin Eddy Ouray Brewery 600 Main Street, Ouray, Colorado 81427 970-325-7288

Jeff Skoloda Skol Studio and Design 812 Main Street, Ouray, Colorado 81427 970-325-7290

Alyssa Preston The Wright Opera House 472 Main Street, Ouray, Colorado 81427 970-325-4399

DIGITAL MESSAGING SERVICES

// A PROPOSAL FOR OURAY

AS PREPARED BY



THANK YOU

Thank you for the opportunity to present our written proposal for the City of Ouray. VistaWorks is a fully-staffed destination marketing agency that has been in business since 1995. We have a core staff of six talented individuals (and several others part-time), each with their own specialty in marketing and design, and our entire team will be involved in this project! VistaWorks is the perfect company for you. We are not a "large" downtown Denver agency where you will get overcharged, under-delivered, and lost in the shuffle. And we are not a one-person show. As you'll see throughout our proposal, not only are we talented and good at what we do, but we are passionate about it! We continually stay on top of new trends in design and digital marketing. On April 29,2020, the CTO announced their recognition of VistaWorks during National Travel & Tourism Week (May 3-9) for our COVID-19 response and work in Fremont County (Royal Gorge Region).

VistaWorks is based in a small town and does business with many small towns and rural communities in Colorado. I, Bryan Jordan, the owner of VistaWorks, was born in and have resided in Colorado my entire life. I personally understand the triumphs and struggles of small-town Colorado. I understand the pride of communities and regions in what they have to offer, and the hesitancy that many residents have about sharing their hometown beauty with "outsiders". There is a fine balance that must be considered when marketing your destination to tourists and continuing to maintain that Authentic Colorado Experience.

Thank you for your time in reviewing this proposal and for considering having our entire team on your side, working tirelessly to promote the City of Ouray. A team that wants to listen to feedback from you and incorporate your ideas while still providing professional and expert guidance along the way.

Everyone has a story. Be Heard.

Best regards,

Bryan J Jordan

Chief Officer of Thought

VistaWorks 719.395.5700 Bryan@VistaWorks.com www.VistaWorks.com

DEVELOP AND MAINTAIN A BALANCED DIGITAL MESSAGING PROGRAM, INCLUDING PUBLIC RELATIONS AND ADVERTISING, TO CREATE AWARENESS OF THE CITY OF OURAY AS A VISITOR'S DESTINATION

Once we've immersed ourselves in your destination, listened to your community, and developed a marketing plan, we go one step further by building and fostering relationships. This is the center of what we do, and it enables us to best tell your story, capture your voice, and mold assets into messages that resonate with your visitors across all platforms.

INCREASE AWARENESS

By leveraging our relationship with influential journalists, we've arranged media trips that have resulted in articles being published in the Denver Post, The Travel Channel, Rock & Ice, the Washington Post, 5280, Out There Colorado, Vail Valley News, and more.

Engagement is one of those special buzzwords that's being thrown around a lot lately, but we're going to say it again: Engagement. Creating a conversation and getting potential visitors excited about Ouray county is our goal and will lead to more visitors.

MEDIA PLANNING AND BUYING

Our comprehensive marketing plans detail advertising channels to be used, including cost, goals, and anticipated ROI for each media buy. To maximize ROI, we spend marketing dollars where they will reach the most people and have the greatest impact.

We secure value added exposure through our personal relationships with journalists and social media influencers and weave our clients into networks of highly developed communities that share common interests and tourism assets, enabling them to enter hard-to-reach markets for greater financial gain.

CONTENT MARKETING

Content is about engaging, not interrupting. It's strategic storytelling that leverages all marketing channels with relevant and valuable information. In a world where consumers rely on search engines for immediate access to information, creating a rich source of online content can provide this and elevate your travel brand.

Travelers, in particular, demand creative and in-depth content. Invest in blogs, video, photos, fresh website copy, and more to give your travelers a taste of adventure while also providing a thorough, reliable, and fluid user experience.

Our content strategy process includes content audits, tactical planning, editorial calendaring, distribution recommendations, and creative content development that crosses all marketing channels.

PAY-PER-CLICK MARKETING

Google Ads has one of the best ROIs of any online advertising system when used correctly. So of course we're all over that.

Appropriate audience segmentation and creative text and image ads are critical and allow ad content to be customized for each audience. While we create and massage text and image ads, we also track performance and make adjustments for improved results.

Retargeting with Google Ads is one of our favorite ways to turn casual viewers into tourists as it keeps Ouray's ads in front of previous ouraycolorado.com visitors. By encouraging visitors to

return to your website and connect with Ouray, we are helping to increase conversions. SEO + Content Marketing + Retargeting = Maximum ROI. Mic drop,

PUBLIC RELATIONS

Let's face it, the speed at which news travels today is fast, and having a team of professionals to manage your brand's public image is more important than ever before.

At VistaWorks, we adapt our approach to manage your brand and reach your audience. From paid media to content creation, we continuously drive the right conversations, resulting in more visitors.

We remain on top of tourism trends and news, maintaining relationships with the travel press and understanding how to navigate and integrate traditional and social media PR methods.

We tap into the established audiences of well-known traditional and online media outlets, build relationships with editors, reporters, and bloggers, and leverage your destination's unique story to generate buzz and inspire journalists to write about it.

As communication platforms evolve and the lines between marketing channels blur, we know who to contact and how to deliver the travel stories people crave and millions share.

INFLUENCER ENGAGEMENT

We have the connections and access you need to establish your destination in the right circles and markets. We know who's ahead of the trend and how to tap into their influence.

In the travel industry, digital influencers are the new celebrities. With high-profile Facebook, YouTube, and Instagram accounts, their opinions matter.

Strengthen and amplify your brand using their audience. Our PR specialists know how to hook key influencers considered experts in their travel niche, be it wine, adventure, ecotourism, and more.

Introduce your brand to thousands of people who, in turn, can make it known to thousands more. Working with influencers allows you to create effective campaigns that increase your brand awareness. As more and more people interact with your message, the greater the chances they'll come to visit.

ANNUAL DIGITAL MESSAGING PLAN

Magic happens when your website captures its visitors, your social media campaign retargets them, your email campaign further informs them...all coming together in a seamless client experience.

Our tourism marketing team works together to bring that magic. By keeping up with trends and how they best translate to your specific needs, we achieve sustainable goals year after year without the hype, the oversell, and the overpriced campaigns.

Our hand-picked tourism marketing tools provide opportunities for your visitors to learn, discover, and immerse themselves in your unique narrative and to engage in shareable moments.

Leverage our creativity and market research and keep a finger on the pulse of industry trends and insights in this ever-changing media landscape. In destination marketing, connecting with and engaging potential visitors goes way beyond advertising, it's about creating experiences across multiple platforms while developing a cohesive narrative.

Our balanced marketing programs achieve success by:

Identifying your strengths, challenges, and voice to mark the path toward 360-degree marketing solutions unique to you and your destination..

Supporting economic, environmental, and social sustainability while honoring new strategies and digital trends.

Connecting with and engaging potential visitors by creating experiences across multiple platforms with a cohesive narrative. While we're technically an "agency," we much prefer being called your partner. That's because we invest in your future as much as you do. In other words, our team is your team.

As part of your team, we love to hear your ideas and come up with some pretty neat ones of our own. But this can only happen when we listen. And that's what we do. We listen to your story, your needs, and your goals before using our marketing and design toolbox to craft a complete picture of your destination or attraction in your visitors' minds.

That being said, our marketing plans are designed after deeply immersing ourselves in your destination, hearing from the community, and identifying your unique strengths. Moving forward, we treat your budget as if it were our own, carefully considering each dollar and maximizing its potential while keeping an eye on the bottom line.

DIGITAL MESSAGING PLAN TO INCLUDE:

Inbound
Social Media Management
SEO Monitoring
Email Marketing
PPC (Paid Search)
YouTube Content Management
& Ads
CTO Opportunities

Outbound

Traditional Advertising CTO Opportunities

Media & Referrals

Photography/Videography Social Proof (comments, reviews, etc.) Public Relations Thought Leadership Consulting

Influencer Campaigns

FAM Trips

Partnerships

Industry Partners: cities, county, chamber, businesses, regions Colorado Tourism Office Sponsorships

MAINTAINING AND UPDATING YOUR SITE

Search engines want to see new and updated content frequently. But guess what? So do real people!

Let us handle the grunt work while you focus on the bigger picture. Our skilled writers are ready to learn everything that makes Ouray shine, and our developers have the ability to integrate cutting edge technologies into OurayColorado.com in order to keep it up to date.

From simple tasks, like adding a blog post or embedding a video, to something more complex, like keeping all plugins and core software up to date...we can do it all!

We also want to ensure OurayColorado.com is 100% mobile friendly. We take great care knowing all new content and/or features we create for your website will look great and work perfectly on every device, operating system, and platform.

MAINTAIN AN ALL-INCLUSIVE CALENDAR

At the start of our services, we will evaluate the content on OurayColorado.com to ensure all venues and activities are well represented. It's important each venue, activity, etc. has its own landing page filled with pertinent information.

With these pages and/or directory listings in place, we can then market upcoming events and activities via Google Ads, social media, Colorado.com, and more.

We will update the calendar with tourism-friendly events by:

- Emailing/inviting local businesses and organizations to submit their events via an online form accessed via OurayColorado.com
- · Actively searching for events online to add to the calendar

SEO

Your website must be found before it can be seen. How does yours rank?

We'll keep watch over analytics and keyword rankings to make sure our efforts are effective.

There will always be ongoing, hidden changes that need to be made to your website in order to accommodate ever-changing algorithm updates rolled out by major search engines.

These changes happen frequently, and we monitor every one of them.

SOCIAL MEDIA MANAGEMENT

Since its development, social media has played a continuous role in how people interact with each other. Social media marketing makes your content visible, which in turn, substantially improves your online reputation and brand awareness.

With VistaWorks handling the content creation and distribution for your social media channels, you'll have trained, skilled people getting the most out of your social media accounts and audience.

We will help you determine the best social media networks to reach, connect with, and engage your target audience. We will train your team on current best practices to increase efficiency and effectiveness, and together, we will elevate Ouray's social media presence.

Encouraging visitors to share their experiences on social media is an effective way to boost engagement and reviews. For example, the proper use of hashtags on Instagram can create an online fan base and get travelers engaged, YouTube allows prospective travelers to see what they'd be missing out on if they didn't visit, and Facebook's targeting features ensure you're reaching an audience interested in what Ouray has to offer.

Our social messaging plan will consist of long-form storytelling using a combination of text, photography, and video to attract and sustain new users.

All messaging will conform to the following:

No reposts, all content is created by VistaWorks. This will require the City of Ouray to
give us access to all media they currently own or have rights to. If not enough content
exists, we will need to hire a photographer and/or videographer to maintain an up-todate media library. This is not included in our current budget.

- Posts will focus on 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
- Presenting the City of Ouray as an outdoor recreation and cultural tourism destination

We'll also make sure Facebook and YouTube have seasonal cover photos that are the correct specs.

BENCHMARKS & MONTHLY AND QUARTERLY REPORTS

Coming up with ideas is cool and all, but if they aren't working, we're all just wasting our time (read: money). To create the clearest picture of ROI, we look at a range of measurables: from lodging tax collection, sales tax collections, and requests for information to the growth of an email database, number of website visitors, number of articles published, and social media engagement.

After years of comparing year after year data for several DMOs and compiling those statistics in annual reports, we know what meaningful results are, what works, what doesn't, and what truly represent a good ROI.

Because we spend your budget like it's our own, we consider every purchase and are always negotiating with vendors, publications, contractors, and more.

As mentioned above, Inquiries, lodging tax, and website data are just a few of the benchmarks we use to evaluate our marketing efforts. We will clearly outline our benchmarks, compare our results against those, and present you with quarterly and annual reports to see how we're meeting these benchmarks. You'll also receive a detailed monthly report on all things marketing: website traffic, SEO, Google Ads, social, PR, and even e-newsletters.

GOOGLE ANALYTICS

When it comes to reporting and data collection, Google Analytics is the industry standard for a reason. Easily view visits, page views, landing pages, demographics, and more, all right from the dashboard in easy-to-follow reports.

We'll also set up Google Analytics Goals based on your business objectives and how those relate to your website to make sure the new site is accomplishing what you want it to. Downloads and sign ups are examples of some goals we could start right away with.

DEVELOP COOPERATIVE & PROACTIVE MARKETING PROGRAMS WITH INDUSTRY PARTNERS - DURING AND AFTER COVID-19 - TO PRESENT THE CITY OF OURAY AS AN OUTDOOR RECREATION AND CULTURAL TOURISM DESTINATION

When we connect destinations or attractions with common interests, press opportunities grow, grant funding increases, and exposure spreads. Doing so enables us to enter into hard-to-reach markets for greater financial gain. Regardless of the types of connections we make, the result is always the same: increased exposure and visitorship.

Simply put: building networks creates success. We will use our industry connections to advance Ouray's reach.

COVID-19

We've been recognized by the CTO during National Travel & Tourism Week for our COVID-19 response in Fremont County (Royal Gorge Region).

We are committed to following the Colorado Tourism Offices' recommended messaging and talking points in terms of precaution for travelers. By staying in line with a state's messaging, you help to eliminate any confusion among visitors. This messaging will also be in conformity with City, County, State and Federal COVID-19 orders.

We'll develop documents to maintain consistent messaging throughout the community and oversee media training. Most importantly, we'll be a valued ally in helping a destination control and respond in a calm and professional manner.

GRANT APPLICATIONS

Luckily for us, Colorado is a state that relies heavily on the tourism industry, which means there will be a lot of available financial support. VistaWorks has a strong record in finding, applying for, and winning grants on behalf of our clients.

Since 2014, VistaWorks has written over 20 grants, many from the Colorado Tourism Office. We have been successful in receiving every single one of these grants.

According to industry insiders this is a testament to our diligent use of the funds, the incredible results we've gotten with the funds, and our over-the-top year-end reporting. CTO staff used our Royal Gorge Region grant application as an example of successful application and use of funds at their annual conference in 2015. The CTO has also published our 2019 Royal Gorge Region case study, showing ROI from marketing programs using grant funds.

REPORTING

As mentioned previously, we'll 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.

Social Media reports will include: Engagement, Reach, Impressions, Referral Traffic, Page Links and Follows, Video Retention, Video Engagement, CTR, Growth Rate, Follower Engagement, Website Traffic, Post Comment Count, Instagram Story Engagement, and Reach.

Website reports will include: Website Traffic, Traffic sources, Bounce Rate, Page performance, Conversion Rate, and Conversion by Traffic Source.

We'll 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. We will attend tourism board meetings virtually or in-person as necessary.

VistaWorks acknowledges 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.

WHO WE ARE



BRYAN JORDAN Chief Officer of Thought

Bryan graduated from the University of Colorado at Boulder with a Bachelor's of Science in Electrical and Computer Engineering, and a Bachelor's of Arts in Music. Prior to purchasing VistaWorks in 2003, Bryan worked as a software engineer for companies such as Texas Instruments and 3Com, coordinating with Marketing and Sales Departments to

create successful large-scale international products. Bryan is responsible for day-to-day operations and strategic development of VistaWorks, and will also be the principal point person and project coordinator. Yes, that is Bryan after having ridden his mountain bike to the top of Mt. Antero (14,275ft).

KELLI CRIBB Brand Warrior

Kelli is from Texas, but we don't hold that against her. She graduated from the University of Texas at Austin with degrees in Advertising and Visual Communication. Kelli specializes in graphic design of all kinds, with a focus in website design and business identity creation. She also runs

our clients' social media campaigns, and works directly with clients to come up with effective marketing plans that are specific to their needs and business goals.



LINDSAY DIAMOND Chief Storyteller

Lindsay Diamond has written professionally for fifteen years. From the museum industry to marketing services, she's had the pleasure of researching topics that include everything from art and travel to health and history. Lindsay also specializes in pay-per-click advertising, is Google certified, and has managed Google AdWords accounts for the past

decade. Lindsay has degrees in Creating Writing, Anthropology, and Museum Studies. In her free time, she enjoys writing fiction, hiking with her dog, and road biking.

CAREY JORDAN Champion of Cultural Preservation

Carey is Bryan's life partner in adventure, growing up together in Delta, CO where their roots in rural community originated. With this background Carey developed an interest in local history and sense of importance in preserving the stories and culture of rural communities. As the Champion of Cultural Preservation, Carey cultivates this pursuit producing documentaries and pod-

casts making these histories come alive while ensuring that these stories are continued to be passed down from generation to generation. Carey earned a degree in Wildlife Biology from Colorado State University that fueled a lifelong passion for outdoor life and expresses her love of Latin inspired culture as a Zumba instructor. Let's dance!



SEAN JEFFERSON Code Architect

Sean holds associates degrees in Web Development, Graphic Design and Electrical Engineering, from San Diego State Tech, Comp University in NYC and Pittsburgh's Duquesne University respectively. He has been in the IT Industry for well over a decade, with an added several-year career in print design, advertising and marketing in New York and as a national

product catalog coordinator at Dick's Sporting Goods. Prior to joining the IT community he was stationed in eight different cities and traveled the world while with the inflight services division of United Airlines.

Sean is a former charter member and Director of Special Tactics and Technical Development for D.A.C., a client-focused security service consulting firm and patent-holder group founded by disabled combat veterans and law enforcement officers in 2009.

ROB DANA Programming Ninja

Rob believes the best developers are neither seen nor heard, and he lets his work speak for itself.

STEPHANIE MINIOR Visual Alchemist

Stephanie graduated from the University of Colorado at Boulder School of Journalism, where she studied photojournalism, advertising, and marketing. Since then, Stephanie has photographed people and places for nearly two decades. Working with a large range of clients, Stephanie brings her expertise in not only photography, but also content

creation, marketing, customer relationship management, and administration. When she's not using her camera, Stephanie can be found dancing in her kitchen, playing with her two children, or riding her bike.

COST

DIGITAL MESSAGING SERVICES // \$7,000/MO OR \$56,000 FOR MAY-DEC 2020

BASIC DIGITAL MESSAGING SERVICES

- Oversee all internet contracts/programs.
- On-going review, evaluation, and recommendations on the ad campaigns and website effectiveness, designs, and online visibility and reputation.
- · Graphic design for online media.
- Tracking of all digital and traditional campaigns through website or ad platform and all other available analytics.
- 3rd party software/tools coordination, recommendations, and management.
- Evaluation of all digital ad buy opportunities.

- · Monthly reports showing effectiveness of campaigns, ROI, and recommendations for improvement
- · Virtually attend monthly Ouray Tourism Board meetings, or in-person as necessary
- Website hosting
- · Updates, general and security maintenance to website
- · One domain registration per year

SOCIAL MEDIA

- · Social Media Platform Management
- · Sophisticated targeting for all campaigns utilizing demographics such as geography, interests, etc.
- On-going review, evaluation, and recommendations on all social media presence.
- Proper use and development of hashtags.
- Influencer campaign creation and management.
- · Monthly reports showing effectiveness of campaigns, ROI, and recommendations for improvement.

PPC ADS & REMARKETING

- Account reviews and management.
- Sophisticated targeting for all campaigns utilizing demographics such as geography, interests, etc.
- Display campaigns, including all graphic design.
- · Native ad production and management.
- On-going review, evaluation, and recommendations on PPC advertising strategies.
- · Monthly reports showing effectiveness of campaigns, ROI, and recommendations for improvement.

SEO

- Competitor research
- · Monthly reports recommendations for improvement

EMAIL NEWSLETTER

- Create, publish and distribute electronic newsletter once per month.
- Respond to contact requests originating on website or newsletter links.
- · Monthly reports showing effectiveness of campaigns, ROI, and recommendations for improvement.

PRESS, PROMOTION & PUBLIC RELATIONS

- Continually request information, deals, specials, pictures, videos, news, events, etc. from tourism related businesses in the region.
- Proactively inform media of tourism-related news in Ouray through media relations and creation of news releases as appropriate, including social media posts, event announcements and the like.
- Arrange FAM Tours.
- · Respond to direct requests from independent publishers as appropriate

CONTENT CREATION & DESIGN SERVICES

- Solicitation and retention of photo and video content and services.
- Management of contractors for photography, videography, and other services.

GRANT WRITING & ASSET LIST CREATION

- Finding and applying for up to 3 grants per year.
- Make recommendations on and apply for grants that may be available through the Colorado Tourism Office (CTO) or other funding organizations
- Administer grants and submit reports
- Research, collection, and organization of all current marketing assets. Includes photos, transcripts, videos, print materials, etc.

WHAT WE DO



VistaWorks specializes in destination and attraction marketing and has been in business since 1995. That's 25 years! Since inception our business model has been based upon personal relationships.



TODAY WE WORK WITH NUMEROUS

DMOS, ATTRACTIONS, & TOURISM BOARDS.

REFERENCES - CONTINUED NEXT PAGE

- Royal Gorge Region Fremont County Tourism Council royalgorgeregion.com
 Peggy Gair - Chair pgair@royalgorgebridge.com • 719.371.3189
- 2) Spanish Peaks Country Huerfano County Tourism Board spanishpeakscountry.com
 Carl Young Director of Tourism and Economic Development cyoung@huerfano.us 719.738.3000
- 3.) Custer County Tourism Board visitcustercounty.com
 Charley Ellison Treasurer
 custertourism1@gmail.com 720.810.1260

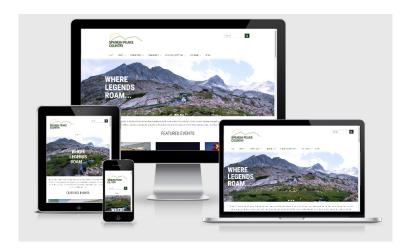
OUR CLIENTS

ROYALGORGEREGION.COM



Agency of Record – Providing all marketing and advertisings services. Social Media Management, Google Ads, PR, Graphic Design, Grant Writing, Administrative duties, Branding (logo and tagline creation), Asset List Creation, Website Design, SEO, Content Creation, Photography, Email Marketing.

SPANISHPEAKSCOUNTRY.COM



Agency of Record – Providing all marketing and advertisings services. Social Media Management, Google Ads, PR, Graphic Design, Grant Writing, Administrative duties, Branding (logo and tagline creation), Asset List Creation, Website Design, SEO, Content Creation, Photography, Email Marketing.

VISITCUSTERCOUNTY.COM



Agency of Record – Providing all marketing and advertisings services. Social Media Management, Google Ads, PR, Graphic Design, Grant Writing, Administrative duties, Branding (logo and tagline creation), Asset List Creation, Website Design, SEO, Content Creation, Photography, Email Marketing.

10/10/2019

Dear Ouray Tourism Office,

I'm pleased to recommend VistaWorks as the team applies for Ouray County's marketing request for proposal. VistaWorks is a consistently strong industry partner for the Colorado Tourism Office.

Bryan and Lindsay are constantly sharing news about their DMOs, which helps us keep up-to-date on happenings across the state. From information we get from VistaWorks, we're able to connect journalists nationwide with interesting stories for their respective outlets.

VistaWorks values the importance of innovation to keep Colorado tourism and its destinations competitive. In the last year, they approached us with the idea of creating a Dark Skies Tour of Colorado. The Dark Sky Tour of Colorado ultimately won a \$25,000 marketing matching grant to support the project, which will include a dedicated space on Colorado.com. This initiative is positioned to drive economic impact to Colorado's rural communities.

VistaWorks has proven to be an active industry partner. The team adopted the tourism industry's new regional roadmap, which works to to align branding objectives with the DMOs VistaWorks represents. The team consistently takes advantage of the CTO's free marketing tools, such as Colo-Road Trips and our monthly hot sheets, which request news from around the state. They also leverage paid opportunities such as developing brand channels, promoting native ads, and participating in our digital and social media Co-ops.

VistaWorks employees make concerted efforts to attend CTO workshops, events, and conferences to stay connected with Colorado's entire tourism community. In fact, it was during one of our CRAFT workshops that their idea for the Dark Sky Tour of Colorado was born. By creating and fostering relationships throughout Colorado, the team has become a valued partner across the industry.

I wish VistaWorks well in its endeavor to apply for this RFP. Please feel free to reach out to me directly with any questions or comments.

Sincerely,

Abby Leeper
Communications Manager
Colorado Tourism Office



To Whom It May Concern,

On behalf of the Huerfano County Tourism Board, it is my pleasure to submit this letter of recommendation for VistaWorks. We were first introduced to this wonderful team during a CTO workshop, when Bryan presented on ways to upgrade our destination marketing program. Between this workshop and the Spring Creek Fire of 2018 it became clear to us that we needed a facelift for our Spanish Peaks Country brand and a new marketing strategy to attract new visitors, we turned to VistaWorks.

At the start of our contract, Bryan and his team traveled to Spanish Peaks County to spend several days with community members, learning what makes our community special, what assets we have to offer, and what we wanted out of a new marketing campaign. From there, VistaWorks launched a plan built specifically for us, making the best use of every dollar spent and maximizing return.

Their impact was immediate and helped turn a slow year, made worse by a devastating fire, into an increase in lodging tax revenue by 5.89%. More importantly, our community was thoroughly impressed and expressed great pride in the new program. VistaWorks built not just a brand, but an entire ecosystem including a new website, social media profiles, Google ads management, and public relations. This ecosystem has clearly inspired growth, which we believe will remain sustainable for years to come. Our logos, taglines, and design schemes continue across channels and devices, delivering a positive return on attention.

With our brand in place, they built a website filled with content that grabs the attention of travelers, a group of people who require engaging, in-depth material like video, photos, and fresh website pages. This process is not a simple one, but VistaWorks made it look easy thanks to their content audits, tactical planning, editorial calendaring, distribution recommendations, and creative content development that crosses all marketing channels. Our new website captured visitors, our social media campaigns retargeted them, our email campaigns further informed them, and then, the positive press began to flow in.

While VistaWorks' work and results are superb, what I love most about working together is the relationships they've created with our internal and external partners. Bryan, Lindsay, Kelli have become part of our world and have shown themselves to be as invested in our success as we are. They celebrate our achievements with great enthusiasm and work hard to overcome hurdles. They have shown that they truly care about our region and our community.

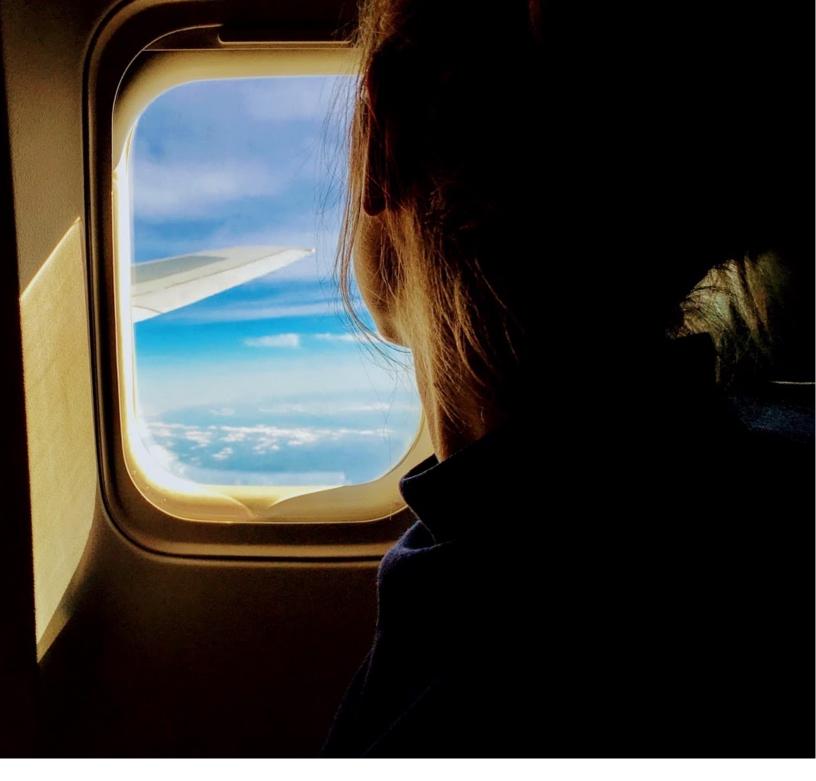
I would highly recommend any DMO in need of marketing services to work with VistaWorks. We believe in them, and after signing an automatically renewing contract extension, look forward to working with VistaWorks for years to come.

Sincerely.

Carl Young

Economic Development and Tourism Director

Huerfano County



City of Ouray License Extension May 01, 2020

CrowdRiff

Background

CrowdRiff is a visual influence platform that inspires new and returning interest to travel brands. It will allow City of Ouray (hereafter referred to as "Customer") to effectively discover and activate the most engaging visual content from the social web, while inspiring conversations around its brand. CrowdRiff has helped Customer to increase overall social and digital efficiency, activate its brand across seasons, and deliver real-time content through every marketing channel. CrowdRiff is pleased to extend the software license for City of Ouray.

Addendum

Pursuant to the CrowdRiff Platform License dated Jan 23, 2018, (the "Agreement") by and between Customer and CrowdRiff, the below Software as a Service Order Form is incorporated herein as an addendum to the Agreement effective May 01, 2020. All other terms and conditions of the Agreement shall remain in effect and unchanged.

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Software as a Service Order Form

License Period: May 01, 2020 - Jun 30, 2020

Item	Description	Price	Discount	Net Price
Advanced Platform	2 month license	\$2,856	1.96%	\$2,800
Video Upload	2 month license	\$255	100%	0
Total List Price				\$3,111
Total Discount			\$311	
		Т	otal Net Price	\$2,800

All prices listed in USD

Advanced Features Include:

Additional Content Storage, Public Uploader, Advanced Rights Management, Calls-to-Action, Google Analytics Integration, User Permissions, 3rd Party Share Portal, Media Hub, API Access

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Software as a Service Order Form (Cont.)

Payment Schedule

• May 01, 2020 - \$2,800

Payment Terms

- Initial payment invoiced upon execution
- If applicable, remaining investment invoiced as per payment schedule above
- All invoices due within 30 days of issue date
- Acceptable forms of payment include cheque, bank wire transfer, or credit card (Visa or Mastercard)
- Credit Card processing fees apply

Special Discount Terms and Expiry

• All prices and special discounts quoted above will expire on May 31, 2020

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TERMS AND CONDITIONS

- By signing this SaaS Order you agree to the full Terms of Service to the CrowdRiff platform and service(s) here: crowdriff.com/terms-of-service.
- Any additional functionality requested by Customer outside of that identified in this agreement will be quoted separately, and implemented once written approval has been received from Customer.
- This document is private, confidential and personal to its recipients and should not be copied or shared with third parties.
- Terms of Service Clause 6.1 is not applicable to this agreement. Customer may elect to renew their subscription by signing a new SaaS Order at the end of the current license period.
- Customer agrees to include their curated assets as part of the Colorado Partner Network and understands that their content may get repurposed and/or used in partner related marketing collateral.

By signing below, the signee agrees to abide by the terms and conditions contained in this agreement, and certifies that the signee is authorized to accept these obligations on behalf of the organization.

City of Ouray	CrowdRiff	
Greg Nelson	Cara Sanna	
Mayor	Director Customer Success	
970-708-4507	(647) 302-6646	
nelsong@cityofouray.com	cara.sanna@crowdriff.com	
<u>X</u>	<u>X</u>	
Signature	Signature	
Date	Date	

CrowdRiff | City of Ouray

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APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

City of Ouray 320 6th Avenue

PO Box 468 Ouray, Colorado 81427 Telephone: (970) 325 7211 FAX: (970) 325 7212

An Equal Employment Opportunity Employer

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

PART 1: PERSONAL DATA

Full Name: Dawn Glanc	
Physical Address: 411 Pinecrest Dr., Ouray CO 814	127
Mailing Address: PO Box 773, Ouray CO 81427	
E-Mail Address: dawnglanc@hotmail.com	
Home Telephone Number: 360-510-7271	
Business Telephone Number:	
Present job title:guide	
Present employment is (check one) Full	-time Part-time
May we contact you at work for committee	ee related issues? Yes No
For short-term/long-term rental committe	e:
Do you own rent or own your ho	ome? If you own, do you have vacation rentals? no
PART 2: BACKGROUND INFORMATION	
Please write the name of the committee for Community Economic Development Comm	
How long have you lived in the City of O	uray? 15 years
What do you think are the major issues af	fecting our City?
- lack of affordable housing	
- lack of livable wage jobs	
- limited opportunity for upward mobility	
How do you envision your contribution to	this committee?
- Help to educate the CEDC and the city about Outdoor Re	creation as an economic driver
- help to create business incubator sites, co-working space	es and construct a new library to promote economic development
- help to court start-ups and find incentives for building aff	fordable housing
Dawn Glanc	3/8/2020
Signature	Date
Orginature	Duic
Dawn Glanc	
Print Name	_

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

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



970.325.7211 Fax 970.325.7212 www.cityofouray.com

DISCUSSION ITEMS (May 4, 2020)

Prioritize and Schedule Work Sessions for the Following

- i. Perimeter Trail Signage
- ii. Sidewalk Sales on Main Street
- iii. Governor's Safer-at-Home Guidelines
- iv. Future Council Meeting Format
- v. Community Celebration
- vi. Modified July 4th Celebration
- vii. IPAT Ice Farming Mitigation in the Five Fingers Area
- viii. Outdoor Recreation Master Plan

Future Agenda Items – Council discussion about future agenda items.