

Ridgway Town Council
Regular Meeting Agenda
Wednesday, April 11, 2018
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

OATH OF OFFICE

The Town Clerk will administer the oath of office to recently elected Mayor John Clark and Councilor Robb Austin, and newly appointed Councilor Ninah Hunter.

ROLL CALL Councilors Robb Austin, Ellen Hunter, Ninah Hunter, Mayor Pro Tem Eric Johnson and Mayor John Clark

EXECUTIVE SESSION

The Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) and (e) for conference with the Town Attorney for the purpose of receiving legal advice and to discuss matters subject to negotiations.

6:00 p.m.

ADDITIONS & DELETIONS TO THE AGENDA

ADOPTION OF CONSENT CALENDAR All matters listed under the consent calendar are considered to be routine by the Town Council and enacted by one motion. The Council has received and considered reports and recommendations prior to assigning consent calendar designations. Copies of the reports are on file in the Town Clerk's Office and are available to the public. There will be no separate discussion on these items. If discussion is requested, that item will be removed from the consent calendar and considered separately.

1. Minutes of the Regular Meeting of March 14, 2018.
2. Register of Demands for April 2018.
3. Renewal of restaurant liquor license for Full Tilt Saloon.

INTRODUCTIONS

Thank you to Town employees Karen Christian and Jeff Rivera for ten years of service to the Ridgway community.

PUBLIC COMMENTS Established time for the public to address the Council regarding any item not otherwise listed on the agenda. Comments will be limited to 5 minutes per person.

PUBLIC REQUESTS AND PRESENTATIONS Public comments will be limited to 5 minutes per person; discussion of each item may be limited to 20 minutes.

4. Update on Region 10 Broadband Project for Ouray County - Chris Kennedy and Michelle Haynes, Region 10 Economic Assistance and Planning.
5. Request from Ridgway Public Library to expand the library building pursuant to lease agreement with the Town - Stephanie Lyons, President Ridgway Public Library Board of Trustees.

6. Discussion regarding Dark Skies Initiative community efforts - Howard Greene and Val Szwarc.

POLICY MATTERS Public comments will be limited to 5 minutes per person; overall discussion of each item may be limited to 20 minutes.

7. Memorandum of Understanding for access to Railroad Street for Park Subdivision, Lot A and Mitchell Subdivision No. 2, Lot 1 - Town Manager.
8. Correction Easement between the Town of Ridgway, Shepherd's Song Limited LLC and Acroama Holdings LLC terminating the Pipeline Easement dated May 1080 and entering into a Corrected Easement locating the Lake Otonowanda pipeline in its as-built location - Town Manager.
9. Award of bid and enter into an agreement for the Town of Ridgway Master Plan, including a Master Plan process update - Town Planner.
10. Award of bid and enter into an agreement for Downtown Landscape Maintenance - Town Manager.
11. Award of bid and enter into an agreement for residential curbside refuse and recycling contract - Town Manager.
12. Introduction of an Ordinance amending Chapter 9-2 of the Ridgway Municipal Code to provide for mandatory animal-resistant trash containers for all properties within the Town of Ridgway, defining animal-resistant cans, containers and dumpsters, and amending the Short Term Rental Regulations in Chapter 7-3 to reference the entire Chapter 9-2 for trash and recycling utility services, and revising regulations and rates for Town curbside solid waste and recycling service, and declaring an emergency - Town Manager.
13. Resolution Ratifying the Town of Ridgway Water Conservation and Management Plan - Town Manager.
14. Update on the planning efforts for the Ouray County Land Use property and Memorandum of Understanding dated 8-9-17 regarding annexation of Ouray County property - Town Manager.
15. Appointment of two Councilors to fill the vacancies created from the cancelation of the Annual Election of April 3rd - Mayor Clark.
16. Consideration of appointment to the Ridgway Ouray County Joint Planning Commission - Mayor Clark.
17. Resolution authorizing a Records Management Program and adopting the Colorado Municipal Records Retention Schedule - Town Clerk.
18. Annual appointment of Mayor Pro Tem and review of Council representation on commissions, committees and boards - Mayor Clark.
19. Resolution in support of House Bill 18-1301 to protect water quality adverse mining impacts and concerning the protection of water quality from adverse impacts caused by mineral mining - Mayor Clark.
20. Presentation of onboarding and training plan for the Town Council and Planning Commission - Town Manager.

MANAGERS REPORT

- Construction of north/south alley on Block 11, south of Highway 62 between Charlotte and Elizabeth Streets
- Due diligence on purchasing a new meter for the water treatment plant
- Planning Commission update
- General updates

STAFF REPORT Written report is provided for informational purposes prior to the meeting updating Council on various matters that may or may not warrant discussion and action.

COUNCIL COMMITTEE REPORTS Informational verbal reports from Councilors pertaining to the following committees, commissions and organizations:

Chamber of Commerce Liaison - Councilors Hawse and Young
County Board of Appeals - Mayor Clark
County Weed Board - Councilor Williams; alternate - Public Works Director
Fairgrounds Liaison - Councilor Hunter
Gunnison Valley Transportation Planning Region - Town Manager; alternate - Town Engineer
Joint Planning Board - Councilor Hunter, citizens Rod Fitzhugh & Rick Weaver;
alternate-Mayor Pro Tem Johnson
Multi-Jurisdictional Housing Advisory Committee - Councilor Austin; alternate - Town Manager
Sneffels Energy Board - Mayor Clark and Town Manager; alternate - Mayor Pro Tem Johnson
Ouray County Transit Committee - Public Works Director; alternate - Town Manager
Ouray County Water Users Association - Councilor Williams
Parks, Trails & Open Space Committee - Councilors Austin, Williams and Mayor Pro Tem Johnson
Planning & Zoning Commission representatives - Mayor Clark and Councilor Hunter
Region 10 - Mayor Clark
Scholarship Committee - Councilors Young, Mayor Pro Tem Johnson and Mayor Clark
Sister Communities Initiative Committee - Councilors Hawse and Young
Communities That Care Coalition - Mayor Clark

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, May 9, 2018 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
MARCH 14, 2018

CALL TO ORDER

The Mayor called the meeting to order at 5:35 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Austin, Hawse, Hunter, Williams, Mayor Pro Tem Johnson and Mayor Clark in attendance.

EXECUTIVE SESSION

The Town Attorney requested an executive session pursuant to CRS 24-6-402(b) and (e) for conference with the Town Attorney for the purpose of receiving legal advice and to discuss matters subject to negotiations.

ACTION:

It was moved by Mayor Pro Tem Johnson, seconded by Councilor Hunter and unanimously carried to enter into closed session.

The Council entered into executive session at 5:35 p.m. with the Town Attorney and Town Manager.

The Council reconvened to open session at 6:00 p.m.

CONSENT AGENDA

1. Minutes of the Regular Meeting of February 21, 2018.
2. Minutes of the Joint Workshop with the Planning Commission on March 5, 2018.
3. Minutes of Workshop Meeting of March 7, 2018.
4. Register of Demands for March 2018.
5. Water leak adjustment for Account# 3600.1/Stanley.
6. Renewal of Restaurant Liquor License for The True Grit.

ACTION:

It was moved by Mayor Pro Tem Johnson and seconded by Councilmember Hunter to approve the consent agenda. The motion carried unanimously.

INTRODUCTIONS

The Mayor introduced new Deputy Marshal, Monty English, and Victim Advocates for Ouray County, Elaine Wood and Chantelle Bainbridge.

PUBLIC COMMENTS

Dave Jones explained 'a group of citizens interested in exploring dark skies accreditation' will begin meeting to determine how the Town could achieve the designation, and will be make a report to the Council at a later date.

There were comments in support from the audience, and the Council agreed to pursuing the accreditation.

Laura Haggert suggested the school art teachers create a program for students to paint 'the new recycle containers'.

Rob Datsko asked if the Town could request the State Highway Department to install a sign at the north entrance into Town stating 'no engine breaking'. The Town Manager explained staff approached the Colorado Department of Transportation requesting the signage and was told the signs are obsolete. At that time new signage which states 'noise ordinance enforced' was installed by the State at both entrances into Town.

PUBLIC HEARINGS

7. Application for Brew Pub Liquor License from Colorado Boy Depot LLC; sole member: Daniel Richards; to operate at 687 N. Cora Street

Town Clerks Notice of Public hearing dated 2-8-18 and Staff Report dated 2-22-18 presenting a request from Daniel Richards for a brew pub liquor license.

The Town Clerk reported the Town has received a request for a brew pub liquor license from Daniel Richards, sole member of Colorado Boy Depot, LLC to license the premises at 687 N. Cora Street and operate an establishment called Colorado Boy Depot. The applicant currently holds a brew pub license in Town; the requested license would approve a brewing operation and include a 400 square foot seating area for the public to consume on premises. She reported all requirements of the application have been met, including receipt of a cleared background check.

There were questions and discussion between Council and staff.

Speaking from the audience, Ninah Hunter spoke in support of issuing the license.

ACTION:

Councilor Hunter moved to approve the brew pub liquor license for Colorado Boy Depot LLC to operate at 687 N. Cora Street, Councilor Williams seconded and the motion carried unanimously.

8. Recommendation from the Planning Commission to approve Sketch Plan and Preliminary Plat with conditions for Preserve Planned Unit Development; Location: Savath Subdivision Part of Outlot A and Woodford Addition; Address: TBD County Road 23; Zoned: Residential; Applicant: Del-Mont Consultants; Owner: Ridgway River Development LLC

Notice of Public Hearing dated 3-1-18; Staff Report from the Town Manager dated 3-9-18 presenting a staff reported dated 2-23-18 to the Planning Commission; Commission recommendation with conditions; and applicant's submittal documents.

Town Manager Coates presented a recommendation from the Planning Commission from the 2-27-18 meeting recommending Town Council approval of the requested Sketch Plan and Preliminary Plat with conditions for The Preserve PUD. She reported the request is for a residential planned unit development on 8.182 acres at the south aspect of Town along County Road 23, adjacent to the Uncompahgre River. The property was previously approved for preliminary plat by the Town Council on 8-16-06, with a one year extension granted on 9-12-07. Some infrastructure work has been completed, including work in the river corridor under an Army Corp of Engineers permit; some subsurface utility, storm water, and base roadway improvements, she noted. In 2010 a representative for the property owner notified the Town that work would be halted due to a decline in the economy. The application approval period has expired and the applicant is seeking new approvals. She explained the project contains 33 residential units and an open space corridor. Building lots are located along the river and county road, and those along the river have a ten foot setback from the high water mark, noting previous approval was an eight foot setback. She reported the Planning Commission has recommended the applicant be given two years to meet the conditions of preliminary plat approval, noting many conditions will be contained as notes to the plat maps. Manager Coates presented the 30 conditions of approval, including affordable housing requirements, allowance of accessory dwelling units, no lot larger than 9500 square feet, paving of both County Road 23 and the remainder of Chipeta Drive, and a ten foot pedestrian access easement to the river corridor. She noted the southern portion of the PUD roadway exits on to the county road through property not located within the development, or Town boundaries, and is located in unincorporated Ouray County.

Steve Johnson, attorney representing the developer Ridgway River Development LLC, presented a history of the project and the approvals received in 2006 and 2007, and requested the 'property be exempted from the river overlay district regulations due to these prior approvals'. He stated 'the applicant agrees to all conditions of approval' and will 'work with agencies' to complete the project, and is requesting two years to complete the remainder of the improvements.

SPEAKING FROM THE AUDIENCE:

Ridgway Post Master Renee Rexford asked that the postal service be notified of the number of units to be included in the subdivision in advance of the need for postal services.

Linda Ingo questioned water rights on the parcel, and clarification on any connection to the Dallas Ditch Water Users Association.

Kelly Ryan questioned costs for the Town to maintain the proposed sewer lift stations, and proximity of sewer lines in relation to the river and 'historic high water line'.

Rob Datsko asked if placing homes ten feet from the high water mark 'is a good idea'.

Linda Ingo noted the 'Abbott Gravel Pit lowered the river there 15 feet, so it would be unlikely of any flooding'.

There were comments and discussion by the Council. Staff was directed to speak to Ouray County regarding completion of Preserve Drive in the unincorporated area of the County, to allow for the ability to pave the roadway.

The Town Clerk read a letter dated 3-14-18 from Robyn Cascade requesting consideration of protection of riparian and wildlife habitat.

ACTION:

Councilmember Hunter moved to approve the sketch plan and preliminary plat for Preserve Planned Unit Development, address to to be determined on County Road 23, owner Ridgway River Development LLC, as proposed in the Staff Report with the conditions recommended by the Planning Commission and set forth in the report dated 3-9-18. Councilor Hawse seconded the motion which carried unanimously.

9. Adoption of Ordinance Amending the Official Zoning Map to Provide for the Uncompahgre River Overlay District, Creating River Corridor Development Regulations and Amending the Town's Subdivision Regulations for Preliminary Plat and Required Improvements

Town Clerk's Notice of Public Hearing dated 2-22-18; Town Clerk's Notice of Legislative Rezoning of Property along the Uncompahgre River dated 2-26-18; Letter dated 2-9-18 from Stephen Johnson Law Firm presenting concerns from Ridgway River Development regarding impacts to proposed development plans. Letter dated 3-9-18 from attorney Jeffrey Conklin presenting a proposed amendment to the ordinance.

Mayor Clark explained the ordinance is being presented for second reading and adoption, after introduction at the last regular meeting. The Town Manager noted the ordinance is the same version presented at the previous two meetings and establishes the Uncompahgre River Overlay District and includes inclusions within the district, definitions, purpose and applicability, prohibits any development within 75 feet of the high water mark and allows for development within 25 feet with an approved special use permit, and allows other exceptions through the conditional use permit process.

SPEAKING FROM THE AUDIENCE:

Pat Willits questioned the definition of the high water mark.

Janet Smith stated 'this should be a subject of the master plan' update; and noted she submitted prior to the meeting a letter to the Council regarding laws protecting 'rights of citizens' and stated 'I believe this UROD violates property rights' as they relate to 'public access on private property'.

Linda Ingo noted 'there are some places it wouldn't be smart to put pathways' along the river. She noted the proposed regulations may place 'undue burden on property that can be used for commercial' uses, noting they pay a 'higher tax basis' and expressed concerns with placing 'pathways' on those properties.

Larry Falk stated 'common elements, like rivers' are for all citizens. He asked that property owners adjacent to the river 'realize there is a common good'. 'I think a lot on the river is not the same' as those within residential zones in Town and 'it has to have unique zoning' 'because its unique property'. He stated 'you should not let a few property owners' 'stop what is good for all residents'.

Ninah Hunter agreed with Mr. Falk's comments noting 'the best asset we have is the river'.

Howard Greene agreed with comments from Mr. Falk and Ms. Hunter, and stated 'I support this ordinance'.

Tom Heffernan spoke in support of the ordinance.

Attorney Jeff Conklin referenced the letter presented to the Council before the meeting on behalf of his client Jack Petruccelli. He asked the Council to consider the request to add an exemption 'for any structure that was legally conforming prior to the date of adoption of the ordinance, as long as the development does not expand the building footprint'. He stated there are a number of existing buildings in the UROD and those structures will become non-conforming uses, and if any problems are incurred they 'would have to conform to all of the UROD' requirements. He asked the Council to consider the request, noting 'we think this is a fair and responsible amendment that protects property owners'.

Jack Petruccelli noted the request is 'not asking to amend the UROD' as it would 'keep the existing footprint'.

Janet Smith questioned the 'process', noting 'I agree with the vision', 'but the implementation of this has some dire consequences'.

Pat Willits stated 'I support the vision of the Master Plan and overall intent of the UROD' and 'support addition of language' to exempt existing conforming structures.

Laura Hagert noted that man made changes to the river have caused the Kokanee Salmon to not travel as far up the river, and noted 'we have to watch what we do along the river'.

The Mayor read an email from Dee Dee Decker dated 3-13-18 requesting that her 'small property' 'be grandfathered' from the regulations.

The Town Clerk read a letter dated 3-14-18 from Robyn Cascade in support of the ordinance.

Linda Ingo spoke in support of 'exempting Dee Dee Decker' noting 'it doesn't make sense when you go down there and look at the land' as it sits within the existing river corridor.

Ninah Hunter stated 'I echo Pat' (Willits) statements and 'I support Jack's request' and questioned considering 'grandfathering', 'existing properties'.

Pat Willits spoke in support of 'exempting Dee Dee Decker's' parcels from requirements to construct a 'public trail'.

Town Attorney Nerlin noted a dedicated trail easement only applies if the application goes through a development process, and the regulation only states 'the consideration of appropriate' access. Manager Coates noted the ordinance has taken into account accommodating for various types of variances regarding trail easements.

Rob Datsco stated 'you are', 'saving this tremendous resource' 'for now and future generations', 'I support this ordinance'; noting 'you have made many compromises' through the various drafts of the document.

The Mayor closed the hearing to public comments and the Council and Town Attorney discussed the request regarding structures which are legally conforming prior to the date of ordinance adoption. The Council agreed to add the requested language into the ordinance, and the Attorney Nerlin noted 7.3.9.6 (H) (5) would be added to state "Notwithstanding Section 7-3-15 of the Code, any Development, as defined in Section 7-3-9.6(B), related to any structure within the UROD that was legally conforming prior to the date of adoption of this Section, so long as such Development does not expand the building footprint of the structure and is in compliance with all other Town regulations."

ACTION:

Mayor Pro Tem Johnson moved, with a second by Councilor Hunter, to adopt the Ordinance Amending the Official Zoning Map to Provide for the Uncompahgre River Overlay District, Creating River Corridor Development Regulations and Amending the Town's Subdivision Regulations for Preliminary Plat and Required Improvements. The motion carried unanimously.

The Council took a recess at 8:25 p.m. and reconvened the meeting at 8:35 p.m.

POLICY MATTERS

10. Access on to Railroad Street from Park Subdivision, Lot A and Mitchell Subdivision No. 2, Lot 1

Manager Coates reported staff has been working with the applicant to provide an access from the Park and Mitchell Subdivisions on to Railroad Street. To accommodate the Ridgway Railroad Associations current project to set railroad tracks, staff is recommending approving a temporary access easement for thirty days. Staff will present a Memorandum of Understanding at the April meeting, that will outline all requirements for three permanent access points into the subdivision, she explained. The recommendation at this time is to allow temporary use over compacted road base, which shall not be tracked on to the existing roadway.

ACTION:

Councilmember Hunter moved with Mayor Pro Tem Johnson seconding to approve the request as recommended by the Town Manager. The motion carried unanimously.

11. Discussion regarding requiring animal resistant refuse containers

The Town Manager presented a draft ordinance that will be presented to the Council at the April meeting, after receipt of requests for proposals for refuse and recycling collection services. The regulations will include required use of animal resistant refuse containers by residential and commercial users.

There was discussion between the Council and staff and it was noted the refuse collection contract will be awarded in April, to begin June 1st, and the ordinance should follow the established timeframes of the contract.

12. Resolution Supporting an Application to the State of Colorado Creative Industries Division for Recertification of the Ridgway Creative District as a Colorado Certified Creative District

Manager Coates presented a resolution requesting recertification as a Colorado Certified Creative District, and requested Council approval.

ACTION:

Councilor Austin moved to approve the Resolution Supporting an Application to the State of Colorado Creative Industries Division for Recertification of the Ridgway Creative District as a Colorado Certified Creative District, Mayor Pro Tem Johnson seconded, and the motion carried unanimously.

13. Revised map for Exhibit A to the Fiber-Optic Indefeasible Right of Use Agreement with Clearnetworx for sharing fiber-optic conduit approved by the Council at the 3-21-18 meeting

The Town Manager presented a map to append to the agreement approved at the prior meeting, pertaining to right of use with Clearnetworx for sharing fiber-optic conduit.

ACTION:

Mayor Pro Tem Johnson moved to approve the map to be used as an appendix to the Fiber-Optic Indefeasible Right of Use Agreement with Clearnetworx LLC. Councilor Hunter seconded and the motion carried unanimously.

14. Letter of Intent to explore opportunity for dispatch services in 2019 with Western Colorado Regional Dispatch Center

Manager Coates presented a draft letter dated 3-7-18 to the Western Colorado Regional Dispatch Center from the Town, Ouray County, City of Ouray and Ouray and Log Hill Fire Departments requesting consideration of emergency dispatch services beginning in January of 2019. She explained the Town's current service provider will not longer be providing dispatch services next year.

There was discussion and the Council agreed with moving forward to explore the feasibility of receiving services through the regional dispatch center.

15. Letters of Interest to fill the vacancy on the Council created by the resignation of Councilor Young

Town Clerk's Notice of Vacancy on the Town Council.

The Town Clerk presented four letters of interest to fill the vacancy on the Council created by the resignation of Councilor Erica Young. These were from Jonathan Barfield, Ninah Hunter, Tim Malone and Tom Hefferman. She noted if the Council appoints a replacement, the term of office would be one year, until the annual election in April of 2019, and the oath of office would be administered at the next regular meeting of the Council.

There was discussion by the Council.

ACTION:

Moved by Councilor Austin to appoint Ninah Hunter to fill the remaining term of Erica Young effective immediately. Councilmember Hawse seconded and on a call for the vote, the motion carried unanimously.

16. Resolution Canceling the April 3, 2018 Regular Election; acknowledgment of the Town Clerk declaring the candidates elected to a two year term; and discussion pertaining to filing vacant seats

The Town Clerk explained there were three vacant Councilor seats set for the April 3rd election, and only one nomination petition was received. Pursuant to State Statute she has declared the regular election cancelled, and she presented the Council with a resolution ratifying the cancellation. She noted a nomination petition was received for the Mayor seat from John Clark, and a petition for Councilor from Robb Austin, and she deemed both candidates elected. They will serve two year terms after accepting the oath of office at the next regular meeting, she explained. Two vacancies will exist on the Council, she noted,

and if the Council chooses to fill the vacant seats by appointment, the appointees will serve a one year term of office.

There was discussion by the Council and the Clerk was directed to notice the vacancies on the Town Council and present letters of interest at the next regular meeting.

ACTION:

It was moved by Councilor Hunter to approve the Resolution Canceling the April 3, 2018 Regular Election, Mayor Pro Tem Johnson seconded the motion which carried unanimously.

17. Consideration of appointment to the Ridgway Ouray County Joint Planning Board

Councilmember Hunter noted there is an opening for a Town representative on the Joint Planning Board. There was discussion and the Clerk was directed to notice an opening for a Town representative on the Ouray County Joint Planning Board.

Councilor Hunter left the meeting at 9:40 p.m.

TOWN MANAGERS REPORT

Manager Coates presented a Memorandum dated 3-14-18 with an update on the current status of drought conditions and proposed water conservation measures and a management plan. There was discussion between the Council and staff. The Council agreed to discuss adoption of the plan at the next regular meeting.

The Town Manager reported river restoration and bank stabilization is being undertaken; requests for proposal to conduct the master plan update project are being received; the Space to Create pre-development core group is meeting; the Region 10 broadband project recently met to discuss proposed connection of fiber optics between Montrose and Ouray; bids are being solicited for a parking assessment; the Parks Committee has received a request to stripe the pickle ball courts in the Athletic Park; a workshop and training schedule has been prepared for the Council and a on-boarding and training plan for new Councilors, including participation at the Colorado Municipal League Conference.

COUNCIL REPORTS

Mayor Clark reported the Town has received a 2018 Downtown Excellence Award for the Best Use of Public Space, for the downtown RAMP project.

ADJOURNMENT

The meeting adjourned at 10:00 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
The Register of Demands
April 2018

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
UniLink Inc.		Alpine-Operating Account	
	annual copier maintenance	949SOO · Office Equip - Maint & Repair	-200.29
	annual copier maintenance	949WOO · Office Equip - Maint & Repair	-200.29
	annual copier maintenance	613GO2 · Office - Miscellaneous	-200.28
TOTAL			-600.86
USABlueBook		Alpine-Operating Account	
	chlorine	932WOO · Supplies & Materials	-690.14
TOTAL			-690.14
Creative Business Concepts		Alpine-Operating Account	
		547GOO · Records Management	-31.16
		947SOO · Records Management	-31.15
		947WOO · Records Management	-31.15
TOTAL			-93.46
Quill.com		Alpine-Operating Account	
		841GO3 · Office Supplies	-85.65
		541GOO · Office Supplies	-19.59
		841GO3 · Office Supplies	-66.81
		841GO3 · Office Supplies	-145.98
		541GOO · Office Supplies	-85.72
		541GOO · Office Supplies	-19.89
		941WOO · Office Supplies	-19.90
		941SOO · Office Supplies	-19.90
TOTAL			-463.44
Blackfords Welding & Construc...		Alpine-Operating Account	
		765POO · River Corridor Maintenance	-7,365.00
TOTAL			-7,365.00
Innovative Electrical Systems L...		Alpine-Operating Account	
	RUSA lift station - deposit	931SOO · Maintenance & Repairs	-3,500.00
TOTAL			-3,500.00
Walmart		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-2.50
		932WOO · Supplies & Materials	-2.49
		932SOO · Supplies & Materials	-2.49
		732POO · Supplies & Materials	-20.04
		732PO1 · Supplies - community center	-132.07
TOTAL			-159.59
Verizon Wireless		Alpine-Operating Account	
		943WOO · Telephone	-35.04
TOTAL			-35.04

Town of Ridgway
The Register of Demands
 April 2018

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-74.99
TOTAL			-74.99
Galls		Alpine-Operating Account	
	shirts (2)	883GO3 · Uniforms	-126.95
TOTAL			-126.95
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-15.17
		942SOO · Utilities	-15.16
		942WOO · Utilities	-15.16
TOTAL			-45.49
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-25.43
TOTAL			-25.43
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-50.44
		642GO2 · Utilities	-50.44
		942SOO · Utilities	-50.45
		942WOO · Utilities	-50.45
TOTAL			-201.78
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-59.71
TOTAL			-59.71
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - community center	-59.75
		842GO3 · Utilities	-59.74
		542GOO · Utilities	-59.74
TOTAL			-179.23
Colorado Org for Victim Assist...		Alpine-Operating Account	
	COVA Academy - Wood	821GO3 · Workshops & Training	-375.00
TOTAL			-375.00
International Inst. of Municipal ...		Alpine-Operating Account	
		522GOO · Dues & Memberships	-160.00
TOTAL			-160.00

Town of Ridgway
The Register of Demands
April 2018

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Scott's Printing & Design		Alpine-Operating Account	
	ID card - English	832GO3 · Equipment & Supplies	-25.28
TOTAL			-25.28
Sunset Automotive		Alpine-Operating Account	
	oil change - Fusion	861GO3 · Vehicle Maintenance & Repair	-75.95
TOTAL			-75.95
Caselle Inc		Alpine-Operating Account	
	May 2018	914SOO · Consulting & Engineering Servs	-159.50
	May 2018	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-128.00
TOTAL			-128.00
Honnen Equipment Company		Alpine-Operating Account	
	2/22-3/21 loader	662GO2 · SnowRemoval Equip&Services	-2,371.50
	3/22-3/28 loader	662GO2 · SnowRemoval Equip&Services	-592.88
TOTAL			-2,964.38
Montrose County Sheriff's Office		Alpine-Operating Account	
	2nd qtr 2018	885GO3 · Dispatch Services	-8,882.50
TOTAL			-8,882.50
Montrose Auto Glass, Inc		Alpine-Operating Account	
	windshield repair - F-2500	661GO2 · Vehicle & Equip Maint & Repair	-30.00
TOTAL			-30.00
Sunset Automotive		Alpine-Operating Account	
	transmission fluid - tandem dump	661GO2 · Vehicle & Equip Maint & Repair	-5.73
	transmission fluid - tandem dump	961WOO · Vehicle & Equip Maint & Repair	-2.87
	transmission fluid - tandem dump	961SOO · Vehicle & Equip Maint & Repair	-2.86
TOTAL			-11.46
Rocky Mountain Aggregate & C...		Alpine-Operating Account	
		635GO2 · Gravel & Sand	-857.03
TOTAL			-857.03
Consolidated Consulting Servi...		Alpine-Operating Account	
	engineering - Ridgway Village (to be rei...	519GOO · Contractual Services	-1,468.75
	engineering - Lena St Commons (to be r...	519GOO · Contractual Services	-5,218.75

Town of Ridgway
The Register of Demands
April 2018

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
	engineering - Preserve (to be reimb)	519GOO · Contractual Services	-1,437.50
TOTAL			-8,125.00
Caterpillar Financial Services C...		Alpine-Operating Account	
	1st qtr 2018	691GO2 · Equipment Lease - CAT	-1,576.35
	1st qtr 2018	991SOO · Equipment Lease - CAT Equip	-1,576.36
	1st qtr 2018	991WOO · Equipment Lease - CAT Equip	-1,576.36
TOTAL			-4,729.07
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-125.00
TOTAL			-125.00
True Value		Alpine-Operating Account	
	EVCS	632GO2 · Supplies & Materials	-25.64
		672GO2 · Equipment Purchase	-32.74
		661GO2 · Vehicle & Equip Maint & Repair	-5.13
		732POO · Supplies & Materials	-17.78
		732PO1 · Supplies - community center	-13.99
		832GO3 · Equipment & Supplies	-59.98
		961SOO · Vehicle & Equip Maint & Repair	-19.14
		932SOO · Supplies & Materials	-143.30
		932WOO · Supplies & Materials	-199.56
		961WOO · Vehicle & Equip Maint & Repair	-19.13
TOTAL			-536.39
Ouray County Road & Bridge		Alpine-Operating Account	
	Mar 2018	660GO2 · Gas & Oil	-346.44
	Mar 2018	760POO · Gas & Oil	-17.99
	Mar 2018	960WOO · Gas & Oil	-402.24
	Mar 2018	960SOO · Gas & Oil	-286.15
	Mar 2018	860GO3 · Gas & Oil	-531.02
TOTAL			-1,583.84
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-16.67
		915SOO · Dues & Memberships	-16.68
TOTAL			-33.35
Deeply Digital LLC		Alpine-Operating Account	
	Mar 2018 maintenance	530GOO · Computer	-76.60
	Mar 2018 maintenance	630GO2 · Computer	-76.60
	Mar 2018 maintenance	830GO3 · Computer	-76.60
	Mar 2018 maintenance	930SOO · Computer	-76.60
	Mar 2018 maintenance	930WOO · Computer	-76.60
TOTAL			-383.00
Pureline Treatment Systems		Alpine-Operating Account	

Town of Ridgway
The Register of Demands
April 2018

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
	Apr 2018	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
Deeply Digital LLC		Alpine-Operating Account	
	laptop - Advocate	871GO3 · Office Equipment Purchase	-1,945.09
TOTAL			-1,945.09
Uncompahgre Watershed Parte...		Alpine-Operating Account	
		5110GO1 · UncompahgreWatershedPart...	-3,000.00
TOTAL			-3,000.00
Home Depot Credit Services		Alpine-Operating Account	
	paint office	828GO3 · Other - law enforcement	-150.23
TOTAL			-150.23
SGM		Alpine-Operating Account	
	thru 3/17/18	552GOO · GIS Mapping - admin	-363.00
	thru 3/17/18	952SOO · GIS Mapping - sewer	-363.00
	thru 3/17/18	952WOO · GIS Mapping - water	-363.00
TOTAL			-1,089.00
Bruin Waste Management		Alpine-Operating Account	
	Mar 2018	516GOO · Refuse Collection Franchise	-10,559.02
TOTAL			-10,559.02



To: Town Council
From: Jen Coates, Town Manager
Date: March 30, 2018
RE: Ridgway Library Expansion

Background:

On January 25, 2000 the Ridgway Planning Commission recommended to the Town Council the leasing of 20,000 sq. ft. of land to the Ridgway Public Library. The recommendation stated: Charles Street will remain open and widened to an 80 foot right-of-way to accommodate parking and a paved crosswalk connecting the river trail, site plan review by the Planning Commission, no metal or modular buildings, and the building scale and massing shall be compatible with existing buildings on North Lena Street across from Town Park.

On April 19, 2000, the Town Council approved the lease for approximately 18,000 sq. ft. The proposal included:

- 4500 sq. ft. structure, and then some future expansion
- 5000 sq. ft. parking area for 25, 10' x 20' spaces and a total of 6000 sq. ft. of circulation
- 800 sq. ft. accessory (dumpster, propane, deliveries, etc.)
- 2400 sq. ft. open space, landscaping, outdoor seating, etc.

On May 17, 2000, the Town and Library entered into a Lease Agreement for the Ridgway Public Library District, amounting to 18,000 sq. ft. The term of the lease is for the duration of the operation of the Library use

On January 30, 2001, the Ridgway Planning Commission recommended to the Town Council an amendment to the Ridgway Library lease to remove the requirement for parking on the 18,000 sq. ft. of the leased Town-owned property, and to jointly create a parking lot for the Town and Library use, with the Library participating in the number of spaces they would need with any future expansion (estimated at 20 years).

On February 13, 2001, the lease was amended to provide for shared parking improvements with the Town. In addition, the site plan was amended.

Today we have a highly functional community asset with the Library and the public parking area is a completed gravel surface of town-owned property, not subject to the Library lease.



The Lease, Amendment and approved site plan are appended to this report.

Since 2001 the Town has completed significant improvements in this location, including a full streetscape of Charles Street and the paving of Railroad Street. Stormwater, curb, gutter, sidewalk, landscaping, on-street parking and more are now in place for this leased property.



Request

The Library District is requesting an expansion of the building on the leased property. Attached to this report. The proposed building expansion appears to be on the west side of the Library, as opposed to the east side as shown on the site plan approved by the Town Council on Feb 13, 2001. There is an outdoor seating area proposed instead on the east side of the building at Railroad Street.

The Lease Agreement states the following:

Page 2 – Section 4.A. Miscellaneous Provisions: Any material deviations from such site plan must be approved by the Town in writing.

Page 2 – Section 4.D. No additional improvements shall be constructed on the premises without the express written permission of the Landlord



Page 2 – Section 4.E. No metal buildings or factory built modular structures may be placed on the premises. The building scale and mass shall be reasonably compatible with the existing buildings on North Lena Street across from the Town Park.

Staff Recommendation

It is not evident that the Ridgway Library is in non-compliance with any terms of the lease. The expansion will be on existing leased property so no additional property-use request is presented. The proposed construction and other improvements appear to be commensurate with the terms and requirements of the lease although additional information may be desired by the Council. The Library is a significant and valuable asset to the community. That they are able to expand at this time, in follow up to the completion of streetscape and other infrastructure improvements in the area, appears to be great timing. The Council will need to approve in writing the new site plan and proposed improvements to comply with the requirements of the lease agreement. Activating the public parking lot to the north for the use of library employees and patrons should be a priority to free up more on-street parking for the downtown in general. Creating a north access to the building may facilitate this.

Attachments:

1. Photos
2. Proposed Expansion Plan from the Library District
3. Lease Agreement and Amendment One with the Approved Site Plan



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us



View of Library from Charles Street, facing north.



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us



View of Library from the riverway trail, facing southeast.

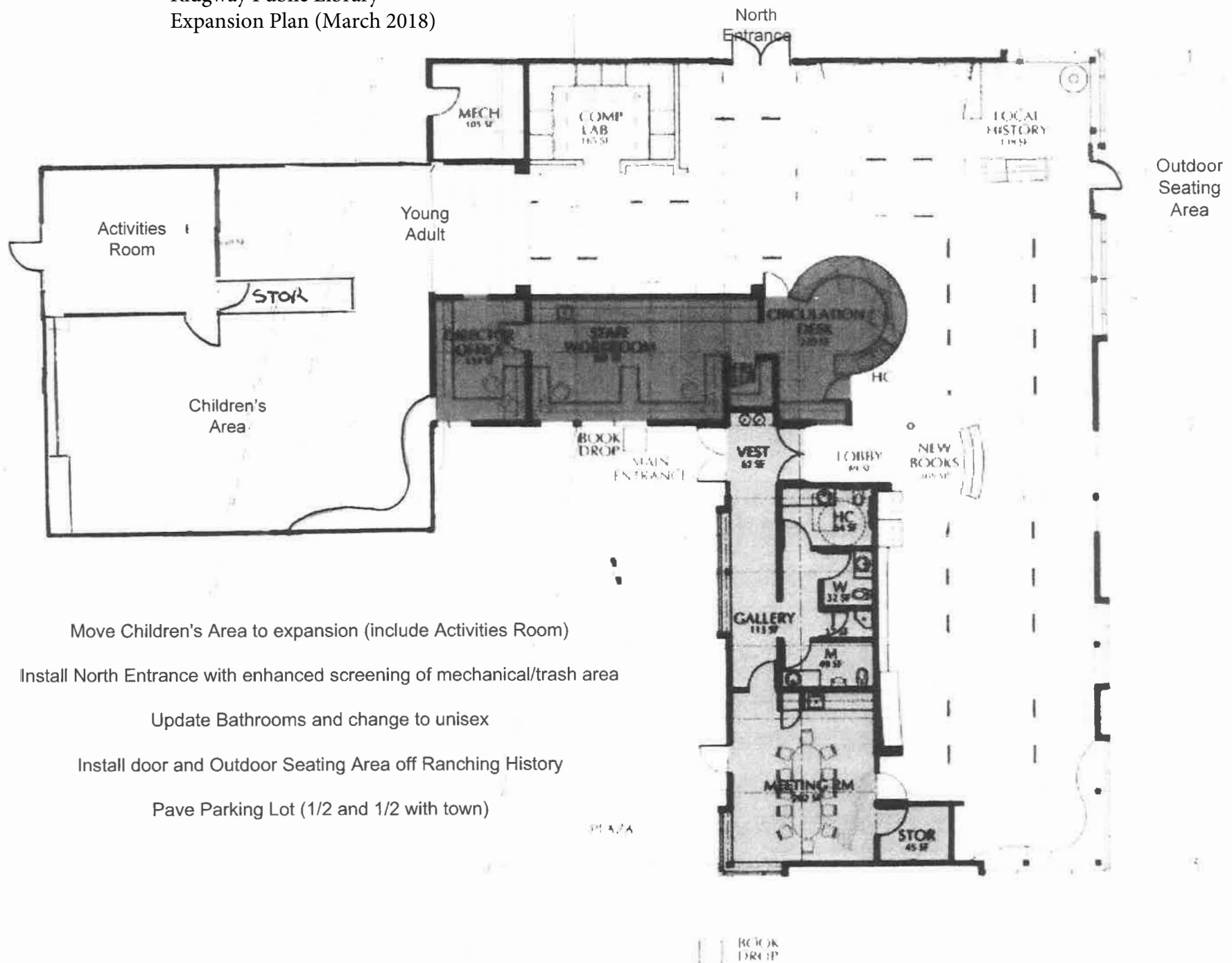


TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us



View of the parking lot on Town property, from the back of the Library facing north.

Ridgway Public Library
Expansion Plan (March 2018)



Move Children's Area to expansion (include Activities Room)

Install North Entrance with enhanced screening of mechanical/trash area

Update Bathrooms and change to unisex

Install door and Outdoor Seating Area off Ranching History

Pave Parking Lot (1/2 and 1/2 with town)

LEASE

THIS LEASE is entered into effective the 17 day of MAY, 2000, between the Ridgway Public Library District (Tenant or Library) and the Town of Ridgway, (Landlord or Town) as follows:

WHEREAS, the Landlord owns the land upon which the Tenant desires to build a new library facility in Ridgway, Colorado, and

WHEREAS, the Parties mutually desire to enter into an agreement to lease said land to the Tenant.

NOW, THEREFORE, the Parties hereby enter into the following Lease:

1. Description of Premises:

The Landlord hereby agrees to lease to the Tenant, subject to the terms and conditions of this Agreement, an approximately 18,000 square foot tract of land, as generally described on Exhibit A hereto, in the Town of Ridgway, Ouray County, Colorado, which shall henceforth be referred to in this Agreement as "the premises". Tenant accepts the premises in its existing condition. The exact description will be determined by a survey, to be attached hereto as Exhibit C, following approval of the site plan.

2. Term of Lease:

The term of this Lease shall be for a period commencing from the effective date first above written, subject to termination of the Lease in accordance with any of the provisions of this Lease, but otherwise continue so long as the Tenant is using the premises for a Library Building and providing Library services in, a non-exclusive manner, to the Town of Ridgway and its inhabitants.

3. Consideration:

Tenant agrees to the following consideration for this Lease:

A. To provide library services, in a non-exclusive manner, to the Town of Ridgway, and its citizens.

B. To comply with the other terms and conditions of this lease.

C. To participate in the cost of developing parking and improvements to Charles street in accordance with Town specifications and the approved site plan, as the same may be assessed as part of a special improvement district..

D. To install extensions of Town water mains and a hydrant in accordance with Town specifications, as required to provide adequate fire flow.

E. To reimburse the Town for the costs of developing this lease, including publication costs, engineering and survey costs, attorney's fees and other out of pocket costs incurred by the

Town.

F. To not impose any unreasonable restrictions on public parking

4. Miscellaneous Provisions:

- A. Tenant agrees to construct a library facility on the premises with due diligence, along with appurtenant parking, and landscaping, and to maintain it thereafter, in substantial conformity with the site plan, which must be approved by the Town prior to commencement of construction and attached as Exhibit B hereto. Any material deviations from such site plan must be approved by the Town in writing. Tenant shall maintain all improvements upon the premises in good repair, including sewer connections, plumbing, wiring, glass, and the like. All repairs shall be made at Tenant's sole expense, and Landlord shall have no monetary obligation whatsoever to maintain the premises. Tenant shall maintain the premises free from unsightly debris or accumulations of trash, and the like, and in compliance with the standards set by Town of Ridgway junk, weed, litter and nuisance ordinances.
- B. The premises shall be used only as the business premises of Tenant and for a Library. Library uses shall include, but not be limited to, the storage and leasing of books, public research facilities, public meetings, art shows, community events, conferences, children's events, and school events and book clubs. Tenant's use of the premises shall conform to all applicable laws, ordinances, and regulations of the United States of America, the State of Colorado, and Town ordinances.
- C. The Parties state and agree that the structures and improvements to be constructed on the premises are, and shall remain, the sole property of the Tenant throughout the term of this Lease and thereafter, in the event of termination of this Lease, except that if the Tenant fails to remove the building or its other property from the premises within 90 days of termination such property shall become the property of the Town.
- D. No additional improvements shall be constructed on the premises without the express written permission of Landlord.
- E. No metal buildings or factory built modular structures may be placed on the premises. The building scale and mass shall be reasonably compatible with the existing buildings on North Lena Street across from the Town Park.

5. Termination of Lease:

This Lease may be terminated upon any of the following events:

- A. Dissolution, insolvency or bankruptcy of the Tenant or Tenant's vacancy of the premises;
- B. The foreclosure and sale of the leasehold interest resulting from any lien that is not satisfied and paid by Tenant;
- C. A material breach of any of the obligations of Tenant under this Lease, unless the said breach is cured within the time provided in Paragraph 5(E) below;
- D. Any unauthorized use of the premises, if the said breach is not cured within the time provided in Paragraph 5(E) below;
- E. In the event the Landlord wishes to terminate this Lease pursuant to the provisions of Paragraphs 5(C) or 5(D), written notice of the intent to terminate shall first be given to the Tenant by certified mail, return receipt request, at the address of the Tenant stated below, or at any other subsequent address given to the Landlord in writing. Said notice shall provide a clear statement of the reasons for termination. The Tenant shall then have a period of 30 days from the date or receipt of said notice within which to cure the default which forms the basis of the notice of termination, and in the event such cure is timely made by Tenant, the Lease shall remain in full force and effect.
- F. The Tenant may terminate this Lease upon 30 days written notice to Landlord.

6. Disclaimer of Landlord of any Liability for Liens:

Nothing in the terms of this Lease shall be construed as the Landlord authorizing the Tenant to make any improvements on the real property that would subject the property to a mechanic's lien. To the extent that the Tenant may make improvements upon the premises and fail to pay for the same, such that a mechanic's lien is placed upon the premises, said liens shall attach only to the leasehold interest of Tenant to the premises, and shall be subject to all the terms of this Lease (including the provisions for termination of the Lease upon the filing of a mechanic's lien). Tenant shall not create or allow any liens upon said property and liens shall attach only to Tenant's leasehold interest.

7. Access to the Property:

- A. The Landlord shall have the right to enter upon or across the leased premises or to

cross such premises at any and all times and may authorize any of its officers, agents or employees to do so also.

- B. The Landlord shall also have the right to inspect the inside of any of the buildings or improvements on the premises at any reasonable time by making prior arrangements with Tenant.

8. Taxes and Utilities:

- A. In the event any ad valorem, real or personal property taxes or payments in lieu thereof, or any other taxes, are due or assessed upon the leased property or any improvements thereof, the payment of such taxes shall be the sole obligation of the Tenant. In the event the Town receives any tax notices, it shall deliver them to the Tenant for payment.

- B. Tenant shall promptly pay as due all bills for utilities to serve the premises.

9. Insurance and Indemnification:

9.1 Indemnification:

The Tenant agrees to indemnify and hold harmless Landlord, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Tenant, any subcontractor of the Tenant, or any officer, employee, representative, or agent of the Tenant or of any Tenant of the Tenant, or which arise out of any workmen's compensation claim of any employee or volunteer of the Tenant or of any employee of any subcontractor or sublease of the Tenant. The Tenant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Tenant, or at the option of Landlord, agrees to pay Landlord or reimburse Landlord for the defense costs incurred by Landlord in connection with, any such liability, claims, or demands. The Tenant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the Landlord, its officers, or its employees, the Landlord shall reimburse the Tenant for the portion of the judgment attributable to such act, omission, or other fault of the Landlord, its officers, or employees.

9.2 Insurance:

- A. The Tenant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Paragraph 9.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. Tenant shall procure and maintain, and shall cause any contractor or subTenant of the Tenant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Tenant pursuant to Paragraph 9.1. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - 1. Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work for Tenant, and subtenant or contractor of tenant.
 - 2. Commercial General Liability insurance with limits that meet or exceed current liability limits of CRS 24-10-101, et. seq., as amended. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- C. The policy required by paragraphs (B)(2) above shall be endorsed to include Landlord and Landlord's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by Landlord, its officers, or its employees, or carried by or provided through any insurance pool of Landlord, shall be excess and not contributory insurance to that provided by Tenant. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under any policy required above.
- D. A certificate of insurance shall be completed by the Tenant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum

limits are in full force and effect, and shall be reviewed and approved by Landlord prior to commencement of the Lease. The certificate shall identify this Lease and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to Landlord. The completed certificate of insurance shall be sent to Landlord.

- E. Failure on the part of the Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Landlord may immediately terminate this contract, or at its discretion Landlord 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 Landlord shall be repaid by Tenant to Landlord upon demand, or Landlord may offset the cost of the premiums against any monies due to Tenant from Landlord.
- F. Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- G. The parties hereto understand and agree that Landlord and Tenant are relying on, and do not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, {CRS 24-10-101 et seq.}, as from time to time amended, or otherwise available to Landlord and Tenant, their officers or employees.
- H. Property Insurance.

Tenant shall have the premises including all structures and improvements on the premises covered by Tenant's fire and casualty insurance policies. Tenant shall be responsible for all losses to Tenant's property including losses not covered due to said policy's deductible, or for losses outside the scope of such policy's coverage and hereby waives any claim against Landlord for such losses.

10. Waiver:

No waiver of any breach of any one or more of the conditions and covenants of this Lease by the Tenant or Landlord shall be deemed and constitute a waiver of any succeeding or other breach under this Lease.

11. All notices required to be given to the Landlord or the Tenant herein shall be mailed to them to the following addresses:

Town of Ridgway
Town Hall
P. O. Box 10
Ridgway, CO 81432

Ridgway Public Library
P.O. Box 560
Ridgway, CO 81432

Notice shall be effective when deposited in the U. S. Mail, certified, return receipt requested, addressed to the above address or any address notice of which address change has been given in writing to the other party.

12. Tenant may neither sublease nor assign its interest hereunder. This Lease shall be binding upon the successors and assigns of the Parties here

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the day and year first above written.


LANDLORD:

TENANT:

TOWN OF RIDGWAY

RIDGWAY PUBLIC LIBRARY DISTRICT

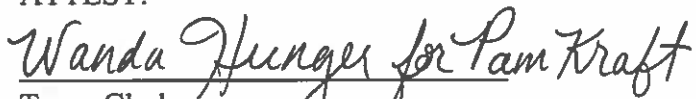
By


Mayor

By


President

ATTEST:


Town Clerk

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is entered into effective the 13th day of February, 2001, between the RIDGWAY PUBLIC LIBRARY DISTRICT, ("Tenant") and the TOWN OF RIDGWAY, ("Landlord"), as follows:

WHEREAS, the Landlord Leases a portion of Town owned property in Ouray County, Colorado, to Tenant By a Lease dated May 17, 2000, and

WHEREAS, the Parties mutually desire to enter into an agreement to amend said Lease.

NOW, THEREFORE, the Parties hereby agree that paragraph 3(F) of said Lease shall be amended to read as follows:

* * *

3. Consideration:

Tenant agrees to the following consideration for this Lease.

* * *

- F. Tenant agrees to reimburse the Town for a portion of the cost of development of a public parking lot on Town owned land located to the north of the premises. The reimbursement shall be computed based on the cost of developing the number of spaces which would be required by the library for its expansion planned to occur in 20 years, which shall include a pro rata share of the appurtenant improvements of the lot. Payment shall be made to the Town following completion of the lot within thirty days of the Town's invoice for the costs. If Tenant makes such reimbursement Tenant shall not be required to provide off-street parking on the Premises.

IN WITNESS WHEREOF, the Parties have entered into this Amendment To Lease as of the day and year first above written.

LANDLORD:

TENANT:

TOWN OF RIDGWAY

RIDGWAY PUBLIC LIBRARY DISTRICT

By



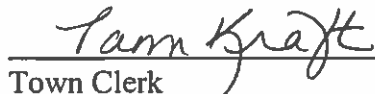
Mayor

By

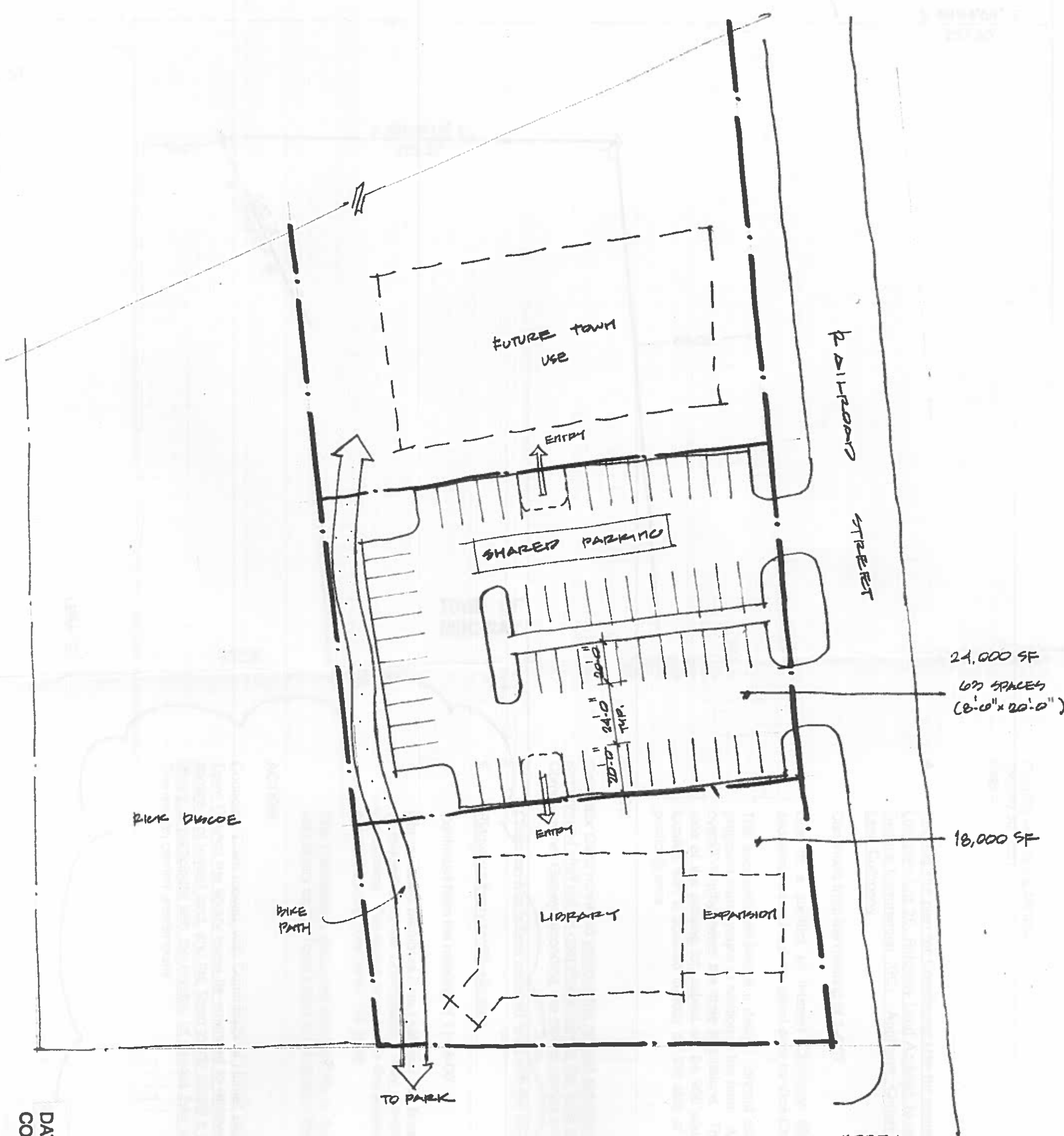


President

ATTEST:



Town Clerk



S I T E P L A N

RIDGWAY PUBLIC LIBRARY

DATE: 2/13/01
 COUNCIL ACTION: Approved amending
 lease - no parking required
 on 18,000 parcel - put to north
 Presented by PLZ Chair
 to Council 2/13/01



A PROPOSAL FOR RIDGWAY - DARK SKY COMMUNITY DESIGNATION BY THE INTERNATIONAL DARK SKY ASSOCIATION

Val Szwarc and Dave Jones
Co-Chairs of Ridgway's Dark Sky Committee-RDSC
April 11, 2018

Agenda Topics

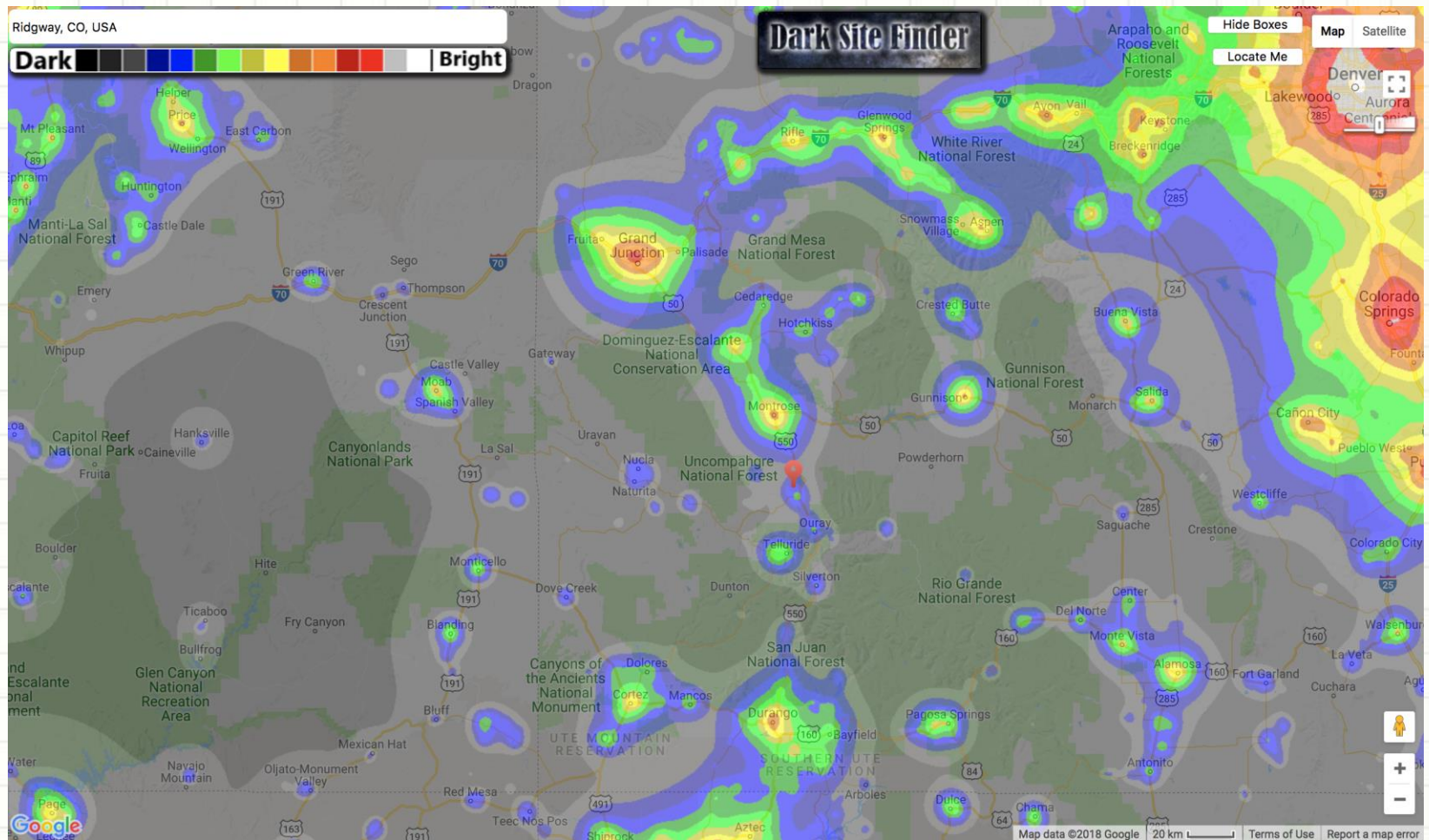
- Introduction and why we are here
- Benefits of preserving the dark sky
- Benefits of Designation and The International Dark Sky Association Mission
- Does Ridgway need to do anything more?
- Attaining compliance of lighting specifics
- Proposed Next Step

Introduction – and Why We Are Here

- Last month we introduced the grass roots citizen effort to continue Ridgway's past dark sky efforts and be formally recognized by the International Dark Sky Association (IDA)
- The Dark Starry Sky is a Natural Resource that is slipping away across the country and the planet
 - Just like the clean air we breath and the clean water we drink
 - Southwestern Colorado has one of the last dark skies in the US
 - Deserves our efforts for preservation
- We are here to propose the Town of Ridgway's support in being recognized as a Dark Sky Community
 - Formally recognize Ridgway's dark sky stewardship by the IDA

Dark Sky Map for Western Co

Center **Red** pin marks Ridgway



Benefits of Protecting the Dark Sky

- Minimize light pollution and glare. Protect citizens from unwanted outdoor lighting that would enter homes and businesses
- Promote energy conservation by promoting efficient use of lighting
- Responsible application of lighting to maintain nighttime safety, utility, and personal and property security
 - Such as accomplished with Ridgway's Street Renovation
- Help mitigate sleep related issues to citizens and wildlife due to stray light and high correlated color temperature lighting that approximates sun light at night
- Help maintain the rural atmosphere and small town character of Ridgway
- Summarized well from this [Telluride Planet/Watch article](#)

Benefits of Designation and The International Dark Sky Association Mission

- The [IDA](#) has currently designated [37 places](#) around the world that recognize and promote excellent stewardship of the night sky through responsible lighting and public education
 - Westcliffe Colorado and Torrey Utah
 - Sedona, Flagstaff, and Fountain Hills Arizona
 - Many of the western National Parks and some State Parks
- IDA's defined criteria and application process is universally recognized globally as the dark sky preservation standard
- Ridgway is a perfect candidate
 - Dark Sky preservation has been part of Ridgway's DNA
 - Street renovations are all IDA compliant
 - Preliminary photometric measurements validate the dark sky resource over Ridgway
 - RDSC – grass roots citizen efforts is growing and gaining support

Does Ridgway need to do anything more to be IDA Designated Dark Sky?

- Document within Lighting Ordinance the key IDA components of it's renovated street lighting for any new lighting for town, businesses, and private homes
 - Full cutoff (shielded) light fixtures for any new fixtures – as SMPA recently highlighted
 - Limit color temperature of lighting to 3000K for any new bulbs
 - Consider limits for brightness per unit area such as lumens or light fixtures/bulbs per standard sized lot or acre
 - Both for shielded and unshielded lights
- Define common sense lighting policy for special use lighting
 - Such as turning off event lighting one hour (TBR) after conclusion of the event
- Consider motion detection fixtures for security lighting
- Provide letter of support as part of IDA application process

Attaining compliance of lighting specifics

- Enforcement options for lighting specifics
 - New construction via the building permit process
 - Modern bulbs have lumens and color temp printed on the bulb and packaging
 - Consider public education for updates to existing fixtures and bulbs
 - Joint Town, SMPA, and RDSC efforts using free IDA materials
 - Individual education via IDA website
- If needed (TBR) - plan to upgrade any non-compliant Town owned lighting
 - Exceptions include State requirements along major highways/intersections

Proposed Next Step

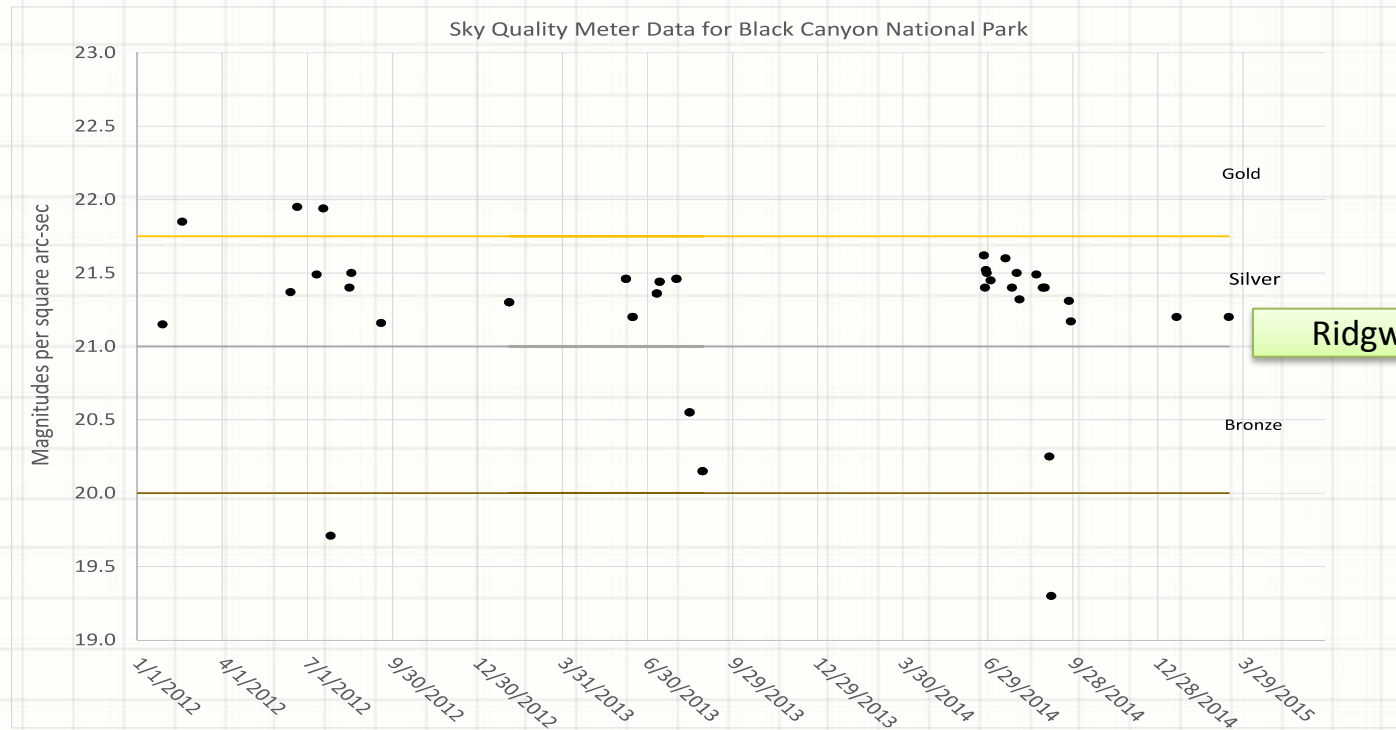
- Present mature draft of lighting ordinance updates to the Town Ordinance update process

Backup Slides

- Local Dark Sky Places
 - Black Canyon NP Photometric Data – IDA designated Dark Sky Park
 - Ridgway Preliminary Photometric Data
- Hyperlinked Dark Sky Map for the World
 - Interactive online

Black Canyon NP Photometric Data

With Ridgway 2018 Preliminary Data



Dark Sky Maps

- [World](#) – interactive online

Town of Ridgway Colorado
Curbside Refuse and Recycle Service Proposal

Town of Ridgway
PO Box 10
Ridgway, Co 81432
970-626-5308

Bruin Waste Management
PO Box 630
Naturita, Co 81422
970-864-7531

BRUIN WASTE MANAGEMENT

INTRODUCTION

Bruin Waste Management is pleased to present this proposal to the Town of Ridgway for solid waste and recycle collection service.

Bruin Waste Management is a locally owned and operated company started in 1996. We provide construction, commercial, and residential solid waste removal. We operate 26 trucks and 40 employees. We own and service more than 3500 commercial/residential containers, including 96 gallon poly carts, 1, 2, 3, 4, and 6 cubic yard commercial and construction dumpsters, and various sized compactors. We also own and service more than 200 industrial/ construction roll off containers available in 12, 20, 30, 40 cubic yard sizes. Our current service area encompasses Gateway to Telluride, Mountain Village to Ouray to Delta and all surrounding areas. At Bruin Waste Management we pride ourselves on the service we provide for our customers. We offer next day service for all of our on call containers.

To help ensure the high quality of service that our customers deserve, our office is open 8:00 am to 5:00 pm, Monday thru Friday, to answer questions, start new service, dispatch trucks, and handle any problems that arise. Ridgway's contact people will be Chris Trosper, General Manager, has been running Bruin Waste Management for 18 years. Mary Suhr, Accounts Manager, has been with Bruin for 8 years. Our truck boss /shop foreman, Al McFarland, ensures the safety and reliability of our equipment. He also insures the quality and appearance of our containers. All of our drivers hold current commercial drivers licenses, and we have a drug-free policy, and frequent safety meetings.

Bruin Waste Management would like to offer services to the Town of Ridgway and its residents for curbside waste and recycle services. This bid will include all labor, materials and necessary equipment to provide desired services. Bruin Waste Management has held the Town of Ridgway Contract since 2003.

For this contract Bruin Waste Management proposes 2 options. Tracking and logistics require that all residents together go with one option or the other. Option 1: Bruin Waste Management will provide a 64-gallon bear resistant poly cart and an 18-gallon recycle bin. With this option Bruin will be responsible for general maintenance parts and replacement other than what is stated below in Damaged Containers. or Option 2: all residents will be responsible for purchasing their own 64-gallon bear resistant poly cart and Bruin Waste Management will provide the 18-gallon recycle bin. With this option customers will be responsible for general maintenance parts and replacement.

Any containers provided by Bruin Waste Management will be bear resistant carts that meet requirements spelled out in the Information For Bidders and that meet the standards of testing by the Living With Wildlife Foundation and have a passing rating by the IGBC as bear resistant for 60 minutes.

I have spoken with multiple Bear cart providers and have been told that during the spring of the year is their busy time of year and 6 weeks would be a minimum amount of time needed to deliver 400 plus containers.

Damaged Containers:

If a container, dumpster or recycle bin is damaged, allowing access by wildlife, Bruin Waste Management employees will report the address on route tablet. At that time the office will contact Town Employees. If contractor damages the container, Bruin Waste Management will assume the cost of replacement. If a Bruin Waste Management owned container is damaged by wildlife or other it will be the responsibility of the customer to assume replacement cost to Bruin. If the Container breaks or fails due to age or normal wear, the container will be replaced by Bruin Waste Management free of charge.

Bruin Waste Management will not subcontract any part of this contract. We are full service from curbside waste services to curbside recycle services. We also continue to sort our own recycle at our MRF in Montrose. Here the recycle that is picked up curbside and in bulk at our transfer stations is sorted baled and shipped to its end user direct from our facility.

Bruin Waste Management will execute the contract within 7 days if awarded the bid. At that time proof of insurance and any other required documents will be delivered.

Recyclables spelled out in the RFP will be accepted at this time. As recycle markets fluctuate Bruin Waste Management reserves the right to renegotiate or drop

products that have negative or no market value. Currently all products other than plastics #3-#6 look somewhat stable.

References:

Town of Telluride
1370 Black Bear Rd
Telluride Colorado 81435
Karen Guglielmone
970-728-0190
Town Contract held since 2010

Town of Mountain Village
455 Mountain Village Blvd Ste A
Mountain Village Colorado
JD Wise
970-708-0215
Town Contract held since 2008

Town of Silverton
1450 Green St
Silverton Colorado 81433
Bill MacDougall
970-387-5522
Town Contract held since 2009

BID and BID SCHEDULE

Proposal of Bruin Waste Management (hereinafter called "Bidder" or "Contractor"), organized and existing under the laws of the State of Colorado, doing business as * Partnership to the Town of Ridgway (hereinafter called "Town").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **Town of Ridgway Residential Curbside Refuse and Recycling Services** in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified and to fully complete and perform services under the Contract thereafter.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
Addendum No. 1	3/26/18	CT

* Insert "a Corporation", "a Partnership", "an Individual", as applicable.

Bidder agrees to perform all work described in the Bid Documents for the following unit and/or lump sum prices, or if bidder is not bidding on a specific service, "N/A" will be indicated:

BID SCHEDULE

BID SCHEDULE: Purchase and Lease Rates for Animal-Resistant Poly Carts, provided by Contractor

The Contractor will provide 64-gallon animal resistant poly carts, as specified in this Request for Bids, to any customer desiring to purchase or lease an animal resistant poly-cart from Bidder, at customer's expense. This is a one-time purchase or ongoing lease by customer and is not reflected in the service rate bid schedule below. Customers may purchase their own 32 or 64-gallon animal resistant poly cart(s), but all must meet the definition provided in this Request for Bids.

BID Amount

Purchase price for Contractor provided 64-gallon animal resistant poly cart	\$157.36
Monthly lease rate for Contractor provided 64-gallon animal resistant poly cart	\$7.33
Purchase price for 18 gallon recycle bin	N/A

BID SCHEDULE: Pick up Service**A. Base Monthly Charges for Weekly Curbside Service**

	BID Amount
Waste: Multiple Residential Units utilizing a common 1 cubic yard animal-resistant dumpster	\$35.43
Waste: Multiple Residential Units utilizing a common 2 cubic yard animal-resistant dumpster	\$60.95
Waste: Multiple Residential Units utilizing a common 3 cubic yard animal-resistant dumpster	\$90.60
Waste: Each Single Family Residential Unit – animal-resistant poly cart(s) up to 64 gallons	\$16.15
Recycling: Each Single Family Residential Unit – 18-gallon recycle bin, weekly service	\$9.62

B. Extra Service Charges

	BID Amount
Extra trash - loose pickup per cubic yard (1/2 yd minimum)	\$14.05
Extra 64-gallon animal-resistant container with regular service	\$23.19
Extra 18-gallon recycle bin with regular service	\$9.28

C. Town Services

	BID Amount
Spring Clean-up 4, 30-cubic yard containers	INCLUDED
Town Public Works 2, 3-cubic yard containers 1 time/week	INCLUDED
Town Office and Park Recycle	INCLUDED

D. Bulk Item Pickup**BID Amount**

Stove	\$18.00
Chair	\$18.00
Couch	\$30.00
Mattress/ Box Springs	\$20.00
Dishwasher/ Washer/ Dryer	\$18.00
TV/ Microwave	\$95.00 Depending on size
Water Heater	\$18.00
Refrigerator, Untagged	\$75.00
Refrigerator, Tagged	\$25.00

E. Special Recycle Pickup**BID Amount**

Speakers	\$20.00
Television and monitors – 19"	\$65.00
Television 19 – 32"	\$75.00
Television 19 – 32" with wooden console	\$85.00
Television 32"	\$85.00
Television 32" with wooden console	\$95.00
Desktop printers, faxes, copiers, scanners	\$55.00
Whole CPU's, towers, laptops, battery backups	\$25.00
Consumer electronics (stereos, VCR, DVD player)	\$22.00
Small electronics (camera, ipod, router, cellphones)	\$22.00

F. Other Items not otherwise listed in bid schedule to be considered by the Town**BID Amount**

G. Tipping Fee Surcharge**BID**

Current Rate for Landfill Tipping Fee	\$ <u>\$12.00</u> per compacted cubic yard
---------------------------------------	--

The rates in this bid may be increased due to landfill tipping fee increases above the current rate provided here Contractor will provide the Town with documentary evidence of the tipping fee rate change and other information as necessary to calculate the changes in the above fees appropriate to pay for the increase in tipping fees. Such information must be adequate to determine what percentage of costs are represented by tipping fees.

H. Fuel Surcharge**BID**

Fuel Surcharge Calculation	Fuel	Surcharge %
	\$3.42	1%
	\$3.55	2%
	\$3.67	3%
	\$3.79	4%
	\$3.92	5%
	\$4.04	6%
	\$4.29	7%
	\$4.42	8%
Any Fuel prices above \$4.42 will be discussed		

RECYCLABLES – Bidders shall agree to the following minimum recycling for the term of the Contract:

MINIMUM ALLOWED RECYCLABLES:

Aluminum Cans, steel cans

Plastics #1- #6: milk jugs, pop bottles, detergent bottles

Tin Cans #10: domestic size canned goods, coffee cans

Glass (All Colors): beer, pop, wine bottles

Newsprint, phone books

White Office Paper: envelopes

Glossy Print: catalogs, magazines, junk mail

Pressboard/ Paperboard: cookie boxes, cracker boxes, cereal boxes, pasta boxes

Corrugated Cardboard: brown paper grocery sacks; limited to 5 medium sized boxes per pickup – broken down and placed under bin

NOT ALLOWED (Contractor will endeavor to allow as market becomes available):

Pie tins, Aluminum Foil

#7 plastics, plastic sacks or trash bags

Paint cans, large commercial cans

Window panes, candle jars, windshields, wine glasses, drinking glasses

Books

Colored construction paper

Plastic credit cards

Boxes coated in wax (remove plastic bag from inside any boxes)

As Bidder for these services, I agree to the above recycling schedule



Bidder Signature

As Bidder for these services, I ^{X**} can, _____ cannot, deliver approximately 400 animal-resistant containers by June 5, 2018. I can deliver approximately 400 animal-resistant containers by _____, 2018.

BIDDER PROPOSAL

<p>Proposed methodology and approach to rolling out mandatory animal-resistant containers in June 2018</p>	<p>** My suppliers have said lead time in the spring of the year is a minimum of 6 weeks Plus we would need another 2 weeks for delivery to customers.</p> <p>As soon as the contract is executed we will place the order for the new bear resistant poly carts. When the poly carts arrive we will deliver polycarts according to our routes on route day. Any customers that require more than one poly cart will have to contact the Town to activate the additional services. At that time the Town will contact us, a dispatch ticket will be made and the cart will be scheduled to be delivered.</p> <p>This process will be transparent to the customers and will not interrupt service.</p>
--	--

Contractor will provide the Town with documentary evidence of the cost of fuel to provide for quarterly adjustments of the rates. Contractor will submit such information by the last day of each quarter if it wants any surcharge to be included on the next quarter's bill.

Bidder agrees to perform all work described and contained on the Request for Bids for the unit prices or lump sums as shown on the Bid Schedule.

Bidder acknowledges that quantities are estimated and are only for the purpose of comparing bids.

Bidder acknowledges that payment will be based on the lump sum prices or the actual quantities as provided for in the Specifications.

Respectfully Submitted:

Bruin Waste Management

Contractor/ Firm Name

PO Box 630 Naturita, Co 81422

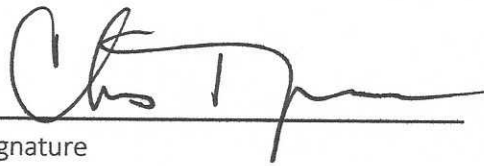
Address

3/29/18

Date

970-864-7531

Contact Phone #



Signature

Manager

Title of Party Signing this Bid

End of Bid Schedule



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of June 1, 2018, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and Bruin Waste Management, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF CONTRACTOR SERVICES

The Contractor agrees to provide services, and fees shall be paid to the Contractor by the Town, in accordance with the Fee Schedule attached hereto in Exhibit A. Those recycled materials shall include the items listed on the attached Exhibit B, incorporated herein by this reference.

2. TERM OF SERVICES

The services to be performed pursuant to this Agreement shall be initiated on June 1, 2018 and shall terminate June 3, 2023.

3. FEES FOR SERVICES

The Town shall pay to the Contractor an amount equal to the number of residential accounts served multiplied by the Base Monthly Charges set forth in Exhibit A. Base Monthly Charges include all labor, materials and equipment needed to provide services. Collection of any additional charges shall be the sole responsibility of the Contractor, unless otherwise agreed by the Town.

4. INDEPENDENT CONTRACTOR

The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

5. INSURANCE

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents 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.

Contractor shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to

Town. All coverages shall be continuously maintained from the date of commencement of services hereunder.

- A. Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract.
- B. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
- C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000) each occurrence and five hundred thousand dollars (\$500,000) aggregate with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services.

The policies required above, except of the Worker's Compensation insurance, shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be responsible for any deductible losses under any policy required above.

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement. The Town reserves the right to request and receive a certified copy of any policy.

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 Town may immediately terminate this contract, or at its discretion Town 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 Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently

\$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, its officers and its employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor, or any other person for which Contractor is responsible. The obligation of this paragraph shall not be construed to extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Town, its officers, or its employees.

7. SECURITY

Contractor shall procure an irrevocable letter of credit in a form and with a lending institution satisfactory to the Town for a term equal to the term of this Agreement, or such other security that is satisfactory to the Town, in the amount of Twenty Five Thousand Dollars (\$25,000), insuring full performance of this Agreement by Contractor and reflecting the ability of the Town to call on such security if Contractor fails to perform any of the services as obligated by this Agreement.

8. CONTRACTOR OPERATIONS

Contractor shall provide collection services as set forth in Exhibit A. All collections shall be made as quietly as possible. Missed stops shall be picked up the same day of collections if promptly reported to the Contractor and if Contractor's equipment is still present within the Town. Otherwise, collection shall be made the next business day.

Containers and cans shall be placed as per Exhibit C requirements.

Contractor shall establish and maintain an office in where service may be obtained and complaints rendered, utilizing regular business hours (8AM to 5 PM), Monday through Friday. During off hours, telephone inquiries shall be received either by voice mail or through an answering service.

All personnel of the Contractor involved with the services of the Contractor to the Town shall be courteous and respectful at all times. Personnel driving Contractor's vehicles shall each at all times possess and carry the appropriate Colorado Commercial Drivers License ("CDL") for the particular type of vehicle or equipment operated. The Town may request the removal or transfer of any employee of the Contractor who violates the provisions hereof, or who is wanton, negligent or discourteous in the performance of such duties.

Contractor shall not use a firm name containing "Town of Ridgway" or other words which could imply municipal ownership.

All solid waste and recyclable materials, upon being removed from the premises where collected in accordance with the terms of this Agreement and transported upon or over public streets, alleys, land, right-of-way, or places, shall become the property of the Contractor.

9. ADMINISTRATION

The administration of this Contract shall be the responsibility of the Town. The Town shall bill all residential accounts for refuse including recycling services and any surcharges and pay to the Contractor the Base Monthly Charge, recycling charge and any surcharges.

It shall be the responsibility of the Town to see that refuse and recycling service customers are provided at all times with complete information about such services. The Town may adopt rules and regulations to enforce or carry out the terms and conditions of this Agreement, which shall be binding upon the Contractor.

The Town shall keep all streets and alleys used by the Contractor open and passable at all reasonable times for the efficient operation of the Contractor's equipment.

The Town shall provide contractor with customer account information including names, addresses, and locations. Contractor shall keep such information confidential.

10. BREACH AND TERMINATION

- A. All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.
- B. If the number of residential accounts falls below 280, the contractor shall have the right to terminate this contract by giving the Town 90 days notice of intent to terminate.

11. MISCELLANEOUS

The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Town.

Any and all payments of money by the Town in accordance with the terms of this Agreement shall be subject to the annual appropriations of money.

Provisions of this Agreement shall be interpreted to attain the object hereof to the end that all reasonable quantities and types of solid waste from residential uses placed for collection is collected and properly disposed or recycled.

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property.

The Contractor will provide semi-annual reports showing volumes/weights of all recycle material collected and sold.

The Contractor will respond to “missed pickup” and billing related inquiries from the Town or customers within 3 hours. The Contractor will respond to other inquiries within 24 hours.

The Contractor agrees to monthly reconciliation of billing, invoicing and fuel surcharges with Town Staff within the first two working days of each month for the prior month’s services.

12. EMPLOYMENT OF “ILLEGAL ALIENS”

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term “illegal alien” is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- 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 Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS §8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three 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 days of receiving the notice required pursuant to (a) of this paragraph (E), 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 days

the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS §8-17.5-102(5).
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement 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 Town.

TOWN OF RIDGWAY

By _____

John Clark, Mayor

ATTEST:

By _____

Pam Kraft, Town Clerk

CONTRACTOR: *Bruin Waste Management*

By: _____

Chris Trosper, General Manager

CRS 8-17.5-102 Certification

Name of Project: Town of Ridgway Residential Curbside Refuse and Recycling

Date: _____

Pursuant to CRS 8-17.5-102(1) the undersigned hereby certifies that at this date it does not knowingly employ or contract with an illegal alien who will perform work under the contract for the above referenced project and that the Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for work under the contract for the above referenced project.

CONTRACTOR: Bruin Waste Management

By: _____

Chris Trosper, General Manager

EXHIBIT A: Scope of Services

CONTRACT TERM

5 years: June 1, 2018 through June 3, 2023

ANIMAL RESISTANT CONTAINERS AND DUMPSTERS REQUIRED

Any trash hauler who provides a refuse container to a town customer shall only provide animal-resistant refuse cans and containers or animal-resistant dumpsters, except for those cans and containers used for yard-trimmings such as grass, leaves and branches.

One of these options needs selected with the bid award:

Option 1: Bruin Waste Management will provide a 64-gallon bear resistant poly cart and an 18-gallon recycle bin. With this option Bruin will be responsible for general maintenance parts and replacement other than what is stated below in Damaged Containers. or

Option 2: all residents will be responsible for purchasing their own 64-gallon bear resistant poly cart and Bruin Waste Management will provide the 18-gallon recycle bin. With this option customers will be responsible for general maintenance parts and replacement.

Animal-Resistant Container Specifications:

Definition of Animal-Resistant - Animal-resistant refuse cans and animal-resistant refuse containers means a fully enclosed container that can be constructed of pliable materials, but must be reinforced to deter access by wildlife. The container must employ a sturdy lid that has a latching mechanism preventing access to its contents by wildlife. Wildlife Resistant Containers must meet the standards of testing by the Living With Wildlife Foundation and a “passing” rating by the Interagency Grizzly Bear Committee (IGBC) as bear resistant for 60 minutes.

All common dumpsters shall be animal-resistant. Animal-resistant dumpster enclosure means an enclosed structure consisting of four (4) sides and a secure metal door or cover, which shall have a latching device of sufficient design and strength to prevent access by wildlife.

Time:

Containers meeting these specifications shall be delivered to all customers by June 1, 2018.

Damaged Containers:

If a container, dumpster or recycle bin is damaged, allowing access by wildlife, Bruin Waste Management employees will report the address on route tablet. At that time the office will contact Town Employees. If contractor damages the container, Bruin Waste Management will assume the cost of replacement. If a Bruin Waste Management owned container is damaged by wildlife or other it will be the responsibility of the customer to assume replacement cost to Bruin. If the

Container breaks or fails due to age or normal wear, the container will be replaced by Bruin Waste Management free of charge.

Subcontracting:

Contractor will not subcontract any part of this Agreement.

Container Prices:

Option 1: The Contractor will provide 64-gallon animal resistant poly carts, as specified in this Agreement, to any customer desiring to purchase or lease an animal resistant poly-cart from Bidder, at customer's expense. This is a one-time purchase or ongoing lease by customer and is not reflected in the service rate bid schedule below.

Option 2: Customers may purchase their own 32 or 64-gallon animal resistant poly cart(s), but all must meet the definition provided in this Request for Bids.

	Amount
Purchase price for Contractor provided 64-gallon animal resistant poly cart	\$157.36
Monthly lease rate for Contractor provided 64-gallon animal resistant poly cart	\$7.33
Purchase price for 18 gallon recycle bin	N/A

BID SCHEDULE: Pick up Service

A. Base Monthly Charges for Weekly Curbside Service

	Amount
Waste: Multiple Residential Units utilizing a common 1 cubic yard animal-resistant dumpster	\$35.43
Waste: Multiple Residential Units utilizing a common 2 cubic yard animal-resistant dumpster	\$60.95
Waste: Multiple Residential Units utilizing a common 3 cubic yard animal-resistant dumpster	\$90.60
Waste: Each Single Family Residential Unit – animal-resistant poly cart(s) up to 64 gallons	\$16.15
Recycling: Each Single Family Residential Unit – 18-gallon recycle bin, weekly service	\$9.62

B. Extra Service Charges

BID Amount

Extra trash - loose pickup per cubic yard (1/2 yd minimum)	\$14.05
Extra 64-gallon animal-resistant container with regular service	\$23.19
Extra 18-gallon recycle bin with regular service	\$9.28

C. Town Services

Amount

Spring Clean-up 4, 30-cubic yard containers	INCLUDED
Town Public Works 2, 3-cubic yard containers 1 time/week	INCLUDED
Town Office and Park Recycle	INCLUDED

D. Bulk Item Pickup

	Amount
Stove	\$18.00
Chair	\$18.00
Couch	\$30.00
Mattress/ Box Springs	\$20.00
Dishwasher/ Washer/ Dryer	\$18.00
TV/ Microwave	\$95.00 depending on size
Water Heater	\$18.00
Refrigerator, Untagged	\$75.00
Refrigerator, Tagged	\$25.00

E. Special Recycle Pickup

	Amount
Speakers	\$20.00
Television and monitors – 19”	\$65.00
Television 19 – 32”	\$75.00
Television 19 – 32” with wooden console	\$85.00
Television 32”	\$85.00
Television 32” with wooden console	\$95.00
Desktop printers, faxes, copiers, scanners	\$55.00
Whole CPU’s, towers, laptops, battery backups	\$25.00
Consumer electronics (stereos, VCR, DVD player)	\$22.00
Small electronics (camera, ipod, router, cellphones)	\$22.00

F. Tipping Fee Surcharge

AMOUNT

Current Rate for Landfill Tipping Fee	\$ <u>12.00</u> per compacted cubic yard
---------------------------------------	--

The rates in this bid may be increased due to landfill tipping fee increases above the current rate provided here Contractor will provide the Town with documentary evidence of the tipping fee rate change and other information as necessary to calculate the changes in the above fees appropriate to pay for the increase in tipping fees. Such information must be adequate to determine what percentage of costs are represented by tipping fees.

G. Fuel Surcharge

AMOUNT

Fuel Surcharge Calculation	Fuel	Surcharge
	\$3.42	1%
	\$3.55	2%
	\$3.67	3%
	\$3.79	4%
	\$3.92	5%
	\$4.04	6%
	\$4.29	7%
	\$4.42	8%
	Any fuel prices above \$4.42 will be discussed	

EXHIBIT B: RECYCLABLES

Contractor agrees to the following minimum recycling for the term of the Agreement:

MINIMUM ALLOWED RECYCLABLES:

Aluminum Cans, steel cans

Plastics #1- #6: milk jugs, pop bottles, detergent bottles

Tin Cans #10: domestic size canned goods, coffee cans

Glass (All Colors): beer, pop, wine bottles

Newsprint, phone books

White Office Paper: envelopes

Glossy Print: catalogs, magazines, junk mail

Pressboard/ Paperboard: cookie boxes, cracker boxes, cereal boxes, pasta boxes

Corrugated Cardboard: brown paper grocery sacks; limited to 5 medium sized boxes per pickup – broken down and placed under bin

NOT ALLOWED (Contractor will endeavor to allow as market becomes available):

Pie tins, Aluminum Foil

#7 plastics, plastic sacks or trash bags

Paint cans, large commercial cans

Window panes, candle jars, windshields, wine glasses, drinking glasses

Books

Colored construction paper

Plastic credit cards

Boxes coated in wax (remove plastic bag from inside any boxes)

ORDINANCE NO. 17 - _____

AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO AMENDING CHAPTER 9-2 OF THE RIDGWAY MUNICIPAL CODE TO PROVIDE FOR MANDATORY ANIMAL-RESISTANT TRASH CONTAINERS FOR ALL PROPERTIES WITHIN THE TOWN OF RIDGWAY, DEFINING ANIMAL-RESISTANT CANS, CONTAINERS AND DUMPSTERS, AND AMENDING THE SHORT-TERM RENTAL REGULATIONS IN CHAPTER 7-3 TO REFERENCE THE ENTIRE CHAPTER 9-2 FOR TRASH AND RECYCLING UTILITY SERVICES, AND REVISING REGULATIONS AND RATES FOR TOWN CURBSIDE SOLID WASTE AND RECYCLING SERVICE, AND DECLARING AN EMERGENCY.

WHEREAS, the Town Council of the Town of Ridgway desires to ensure the safety of the community and the safety of our wildlife; and

WHEREAS, when wildlife has access to trash, it brings them closer to our homes, businesses and public spaces, creating a potentially dangerous situation for animals and people and creating a nuisance for the community by distributing trash; and

WHEREAS, the Town Council desires to compel compliance with Town regulations making trash inaccessible to animals; and

WHEREAS, the Town has received numerous complaints on bears in town accessing garbage, and birds distributing trash from open trash receptacles into the streets and public places; and

WHEREAS, the Town's current regulations in Chapter 9 Section 2 state "Animal resistant cans and containers are preferred"; and

WHEREAS, the Town Council has discussed the necessity of requiring animal-resistant cans and containers for a number of years and the past couple of years have seen an increase in wildlife access to garbage throughout the Town; and

WHEREAS, the Town of Ridgway Municipal Code Section 2-4 currently provides for Administrative Enforcement of the Ridgway Municipal Code including issuance of Notices of Violation and Citations for violations of the Ridgway Municipal Code including violations of Chapter 9 Section 2, with penalties assessed from \$150 for the first citation and up to \$999 for the third violation; and

WHEREAS, the Town of Ridgway needs to revise its regulations and rates to dovetail with the provisions of its contract for Solid Waste Collection services,

WHEREAS, the Town Council has determined it is necessary and appropriate to change the Town's regulations for trash to preserve the public health, safety and welfare of the Ridgway community.

WHEREAS, without enacting this emergency ordinance the Town may have inconsistent rates and terms associated with a new refuse and recycling contract beginning June 1, 2018.

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, as follows:

SECTION 1.

Subsection 9-2-1(C) is added, as follows:

* * *

(C) Any trash hauler who provides a refuse container to a town customer shall only provide animal-resistant refuse cans, animal-resistant containers or animal-resistant dumpsters, which meet the requirements set forth herein or is approved by a Town-designated official.

* * *

Subsection 9-2-4(B) of the Ridgway Municipal Code, is amended, as follows:

* * *

(B) No trash cans may be used except those as specified by these regulations and approved by the Town of Ridgway.

* * *

Subsection 9-2-4(D) of the Ridgway Municipal Code, is amended, as follows:

* * *

(D) All refuse cans and refuse containers shall be animal-resistant, except for those cans and containers used for yard-trimmings such as grass, leaves and branches. Animal-resistant refuse cans and animal-resistant refuse containers means a fully enclosed container that can be constructed of pliable materials, but must be reinforced to deter access by wildlife. The container must employ a sturdy lid that has a latching mechanism preventing access to its contents by wildlife. Wildlife Resistant Containers must meet the standards of testing by the Living With Wildlife Foundation and a “passing” rating by the Interagency Grizzly Bear Committee (IGBC) as bear resistant for 60 minutes.

* * *

Subsection 9-2-4(H) of the Ridgway Municipal Code, is amended, as follows:

* * *

(H) When common dumpsters are used, they shall be screened by fencing. All common dumpsters shall be animal-resistant. Animal-resistant dumpster enclosure means an enclosed structure consisting of four (4) sides and a secure metal door or cover, which shall have a latching device of sufficient design and strength to prevent access by wildlife.

* * *

Subsection 9-2-4(l) of the Ridgway Municipal Code is added, as follows:

* * *

(l) If a container or enclosure is damaged, allowing access by wildlife, repairs must be made within seventy-two hours after written notification by a Town official.

* * *

SECTION 2.

Subsection 7-3-13(l)(6) of the Ridgway Municipal Code regarding Short Term Rentals, is amended as follows:

* * *

(6) Adequate animal-resistant trash and recycle containers shall be provided and information on placement for collection shall be provided in the short-term rental as stated in Ridgway Municipal Code Section 9-2.

* * *

SECTION 3.

Subsections 9-2-3 and 9-2-6, of the Ridgway Municipal Code are amended to read as follows.

9-2-3 CHARGES FOR REFUSE COLLECTION SERVICES.

(A) (1) The base monthly charge for recycling services for each residential dwelling unit shall be \$9.62 for weekly pick up of one Town or contractor supplied recyclable container.

(2) The base monthly charge for each single family residential dwelling unit shall be: \$16.15 for customers using up to 65 gallons of customer provided animal-resistant cans or an animal-resistant poly cart acceptable to contractor; customers may arrange to lease or purchase an animal-resistant poly cart from contractor.

(3) Unless the Town authorizes the use of individual cans or containers, the base monthly charge for lots with three or more dwelling units in one or more buildings, shall be \$35.43 for each one-yard animal-resistant common dumpster, \$60.95 for each two-yard animal-resistant common dumpster, and \$90.60 for each three-yard animal-resistant common dumpster utilized by the customer.

(4) In addition to the base monthly charge customers shall be subject to a fuel surcharge as set out by the Town's current solid waste collection contract as authorized by the Town Council.

(B) Customers requiring or desiring additional services shall make arrangements with the Town or contractor for such service and pay any additional charges determined to be necessary.

(C) Customers who leave more refuse out for collection than allowed pursuant to Subsection (B) shall be subject to a surcharge at the rate of \$14.05 per cubic yard, (1/2 cubic yard minimum) or according to a schedule of additional charges included in the agreement with a contractor. An extra 64-gallon animal-resistant poly cart one time per week with regular service is an additional \$23.19 per pickup, and an extra 18-gallon recycle container with regular service is an additional \$9.28 per pickup.

(D) Customers whose premises are vacant, and who have qualified for the water service vacancy rate, shall not be charged for Refuse Collection Service while on the water vacancy rate, so long as they do not have any refuse placed for collection.

* * *

9-2-6 RECYCLABLES

Materials that may be placed for collection as recyclables include: aluminum cans, steel cans; plastics #1- #6: milk jugs, pop bottles, detergent bottles; Tin Cans #10: domestic size canned goods, coffee cans; Glass (All Colors): beer, pop, wine bottles; Newsprint, phone books; White Office Paper: envelopes; Glossy Print: catalogs, magazines, junk mail; Pressboard/ Paperboard: cookie boxes, cracker boxes, cereal boxes, pasta boxes; Corrugated Cardboard: brown paper grocery sacks, limited to 5 medium sized boxes per pickup – broken down and placed under bin. No other materials may be placed in the recyclable containers.

The Town shall advise customers of any changes in recyclables.

SECTION 4.

Emergency Declared. The Town Council of the Town of Ridgway hereby finds this ordinance must take effect immediately to protect the public health, safety and welfare, because it is necessary

to have rates consistent with terms of the solid waste collection contract, and therefore declares that an emergency exists.

SECTION 5.

Effective Date and Duration. Pursuant to Article III, Section 3-8 of the Charter, this Ordinance shall be effective immediately upon adoption, as it is necessary for the immediate preservation of the public health and safety of the citizens of the Town for the reasons recited herein. The rates provided for herein shall be effective as of the effective date of contract rate changes.

SECTION 6.

Publication of Notice. Pursuant to Article III, Section 3-8 of the Charter, the Town Clerk shall publish this Ordinance by title upon adoption by the Town Council.

SECTION 7.

Severability. The provisions of this Ordinance are severable, and the invalidity of any section, phrase, clause or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Ordinance.

INTRODUCED before the Town Council of the Town of Ridgway, Colorado on the ____ day of _____, 2018.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE
MUNICIPALITY

By _____
John Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved As to Form:

BO JAMES NERLIN, Town Attorney

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, this ____ day of _____, 2018.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE
MUNICIPALITY

By _____
John Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved As to Form:

BO JAMES NERLIN, Town Attorney

CERTIFICATE OF TOWN CLERK

The foregoing Ordinance was introduced at a meeting of the Ridgway Town Council on _____, 2018, published by title and posted thereafter, and adopted by the Ridgway Town Council on _____, 2018.

(SEAL)

Pam Kraft, MMC, Town Clerk

Resolution No. 18-06

**Resolution of the Town Council of Ridgway, Colorado
Ratifying the Town of Ridgway Water Conservation and Management Plan**

WHEREAS, the water supply for the Town of Ridgway is a precious, valuable and critical resource for the Ridgway community; and

WHEREAS, the Town of Ridgway, State of Colorado and the United States have seen periods of drought that significantly impact the local water supply, threatening the health, safety and welfare of our communities; and

WHEREAS, the Town Council desires to be proactive in communicating with the Ridgway community and water users of town-supplied water regarding the water conservation efforts that will be employed and the timing of such water restrictions; and

WHEREAS, the Town Council desires to conserve water in times of need to insure effective and safe delivery of water to the Ridgway community during all times, including in times of restricted or limited water supply and drought.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO the Ridgway Water Conservation and Management Plan as defined herein is ratified.

Water Conservation and Management Plan

Stage	Trigger Condition	Actions
Stage I	Voluntary Restrictions: Statewide Drought Status (Begins May 1)	<ul style="list-style-type: none"> • Does not apply to drip systems and use of hand-watering containers. • No irrigating between the hours of 9:00 am and 6:00 pm, or when windy, in order to minimize evaporation, and anytime on Mondays. • Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Tuesdays, Thursdays and Saturdays. • Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Wednesdays, Fridays and Sundays. • Outreach on water use and fixing leaks, limited gardening, etc.
Stage II	Mandatory Restrictions: Demand exceeds system capacity (water from the town storage reservoir is the only source)	<ul style="list-style-type: none"> • Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Tuesdays and Saturdays. • Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Wednesdays and Sundays. • Town Parks irrigation limited to the same as properties north and south of Highway 62.
Stage III	Demand remains above system capacity and tank levels are not sustained after Stage I and Stage II actions	<ul style="list-style-type: none"> • Maintain all Stage II curtailments plus: • Water Waste Ordinance activated, including emergency rate structure reducing base water use allocation and increasing cost of water (may require more frequent meter readings – 2x month – for use and leak detection). • Largest outdoor water users significantly curtailed. • Restaurants only serve water upon customer request.

Stage	Trigger Condition	Actions
Stage IV	Demand remains above system capacity and tank levels are not sustained after Stage III actions	<ul style="list-style-type: none"> • Maintain all Stage III curtailments plus: • Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Tuesdays and Saturdays on the 2nd and 4th weeks of the month. • Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Wednesdays and Sundays on the 1st and 3rd weeks of the month • Town Parks irrigation limited to the same as all properties north and south of Highway 62.
Stage V	Demand remains above system capacity and tank levels are not sustained after Stage IV actions	<ul style="list-style-type: none"> • Maintain all Stage IV curtailments plus: <ul style="list-style-type: none"> ◦ No outdoor irrigation. ◦ No car washing, pond, or pool filling. ◦ No sidewalk washing. ◦ No use of potable water in water features (e.g., fountains).
Stage VI	Demand remains above system capacity and tank levels are not sustained after Stage V actions	<ul style="list-style-type: none"> • Maintain all Stage V curtailments plus: <ul style="list-style-type: none"> ◦ Allow no new connections to system until fall or relief from drought. ◦ Contact largest commercial/industrial customers and meet to develop a plan to reduce indoor consumption by 30%.

Enforcement

Enforcement of this Water Conservation and Management Plan is per the Ridgway Municipal Code (RMC) and other enforcement provisions for the Town of Ridgway, including but not limited to **RMC Section 2-4: Administrative Enforcement of the Ridgway Municipal Code**:

Under the existing Code Section for Administrative Enforcement, the general process, in part, is as follows, and is only provided here to provide notice to the Ridgway Community:

First Violation – Optional Verbal or written notice, or written Notice of Violation

Second Violation – written Notice of Violation

Third Violation – Administrative Citation pursuant to RMC 2-4-13

RMC 2-4-13:

(B) If the responsible party fails to correct the violation cited, commits the same violations again, or fails to correct a violation as specified in accordance with an administrative enforcement order of the AHO, subsequent administrative citations may be issued for violations of the same code section. The penalties assessed for each administrative citation issued for violations of the same code section or sections shall not exceed the following amounts regardless of the number of violations per citation:

(1) First administrative citation: one hundred and fifty dollar (\$150.00).

(2) Second administrative citation: five hundred dollars (\$500.00).

(3) Third and each subsequent administrative citation: nine hundred and ninety-nine dollars (\$999.00).

(C) Payment of the penalty shall not excuse the failure to correct the violations nor shall it bar further enforcement action by the Town.

In addition, pursuant to **RMC 9-1-3: Limitations on the Use of the Water and Sewer System**, the following may be pursued:

RMC 9-1-3, in part:

(B) The Mayor may promulgate emergency regulations restricting the use of Town water for irrigation or other uses subject to confirmation or amendment by the Town Council.

(C) The Town Council may declare by resolution a moratorium on taps or line extensions for the entire water or sewer systems or any part of them at any time due to limitations on system capacity or other circumstances which require such action.

(D) The Town shall have the right to temporarily interrupt service without notice for the purpose of making repairs, taps, extensions or for other reasons as necessary for the proper operation and maintenance of the water and sewer systems. If practical, reasonable notice shall be given to the customer.

(E) No customer located outside of the corporate limits of the Town may significantly increase the amount or degree of his use of Town water or sewer service beyond the extent of his use at the effective date of this Section.

(F) The Town Council may set regulations governing the use of water for irrigation and sprinkling by resolution.

Other Ridgway Municipal Code provisions may apply.

PASSED AND APPROVED this 11th day of April 2018.

ATTEST

TOWN OF RIDGWAY

Pam Kraft, MMC,
Town Clerk

John Clark,
Mayor



To: Town Council
From: Jen Coates, Town Manager
Date: April 5, 2018

RE: 2018 Water Availability and Drought Status and Draft Water Conservation and Management Plan

March 2018 Drought Update* (see attachment for full report; highlights for our area are below):

Statewide Update:

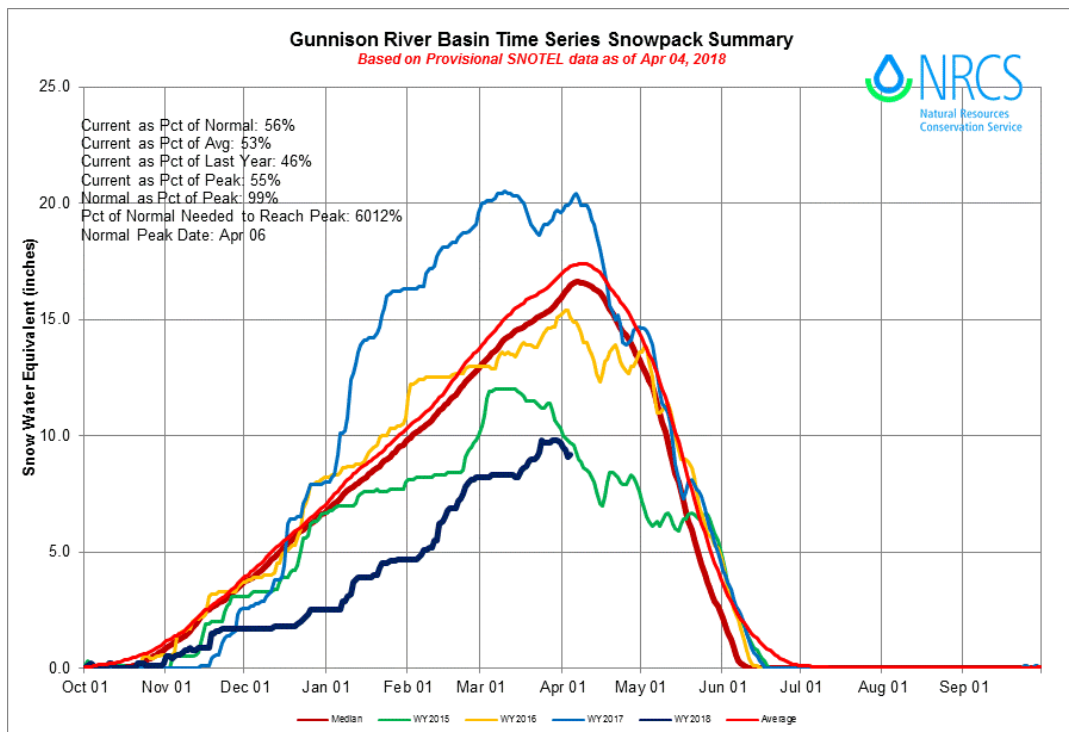
Despite near normal precipitation across most of the state in February, March precipitation has been well below average statewide. Currently Colorado is experiencing the 3rd lowest snowpack on record, with only 2002 and 1981 being drier. Extreme drought has expanded to cover most of Southwestern Colorado, The San Luis Valley and Southeastern Colorado. West Slope providers with limited storage are concerned about the demand season and thinking about possible restrictions, while Front Range providers are thinking about conservation messaging.

**State of Colorado Department of Natural Resources Water Availability Task Force.*

<http://cwcb.state.co.us/public-information/flood-water-availability-task-forces/Documents/DroughtUpdate.pdf>

As of April 4th, the Gunnison Basin is showing 56% of normal for snowpack (the bottom dark blue line).

https://www.nrcs.usda.gov/wps/portal/nrcs/detail/co/snow/products/?cid=nrcs144p2_063323



U.S. Drought Monitor Colorado

November 21, 2017

(Released Wednesday, Nov. 22, 2017)

Valid 7 a.m. EST

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	71.23	28.77	9.82	0.00	0.00	0.00
Last Week 11-14-2017	71.26	28.74	1.22	0.00	0.00	0.00
3 Months Ago 08-22-2017	83.96	16.04	0.00	0.00	0.00	0.00
Start of Calendar Year 01-03-2017	31.88	68.12	37.21	2.88	0.00	0.00
Start of Water Year 09-26-2017	67.63	32.37	3.72	0.00	0.00	0.00
One Year Ago 11-22-2016	1.60	98.40	35.21	2.15	0.00	0.00

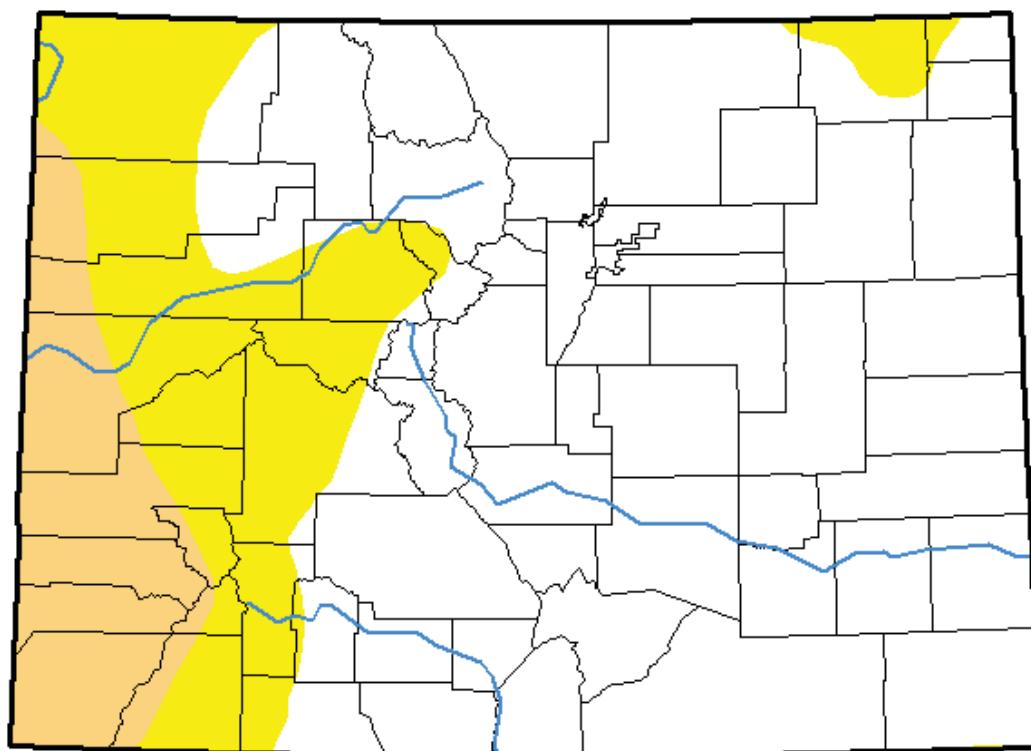
Intensity:

 D0 Abnormally Dry	 D3 Extreme Drought
 D1 Moderate Drought	 D4 Exceptional Drought
 D2 Severe Drought	

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author:

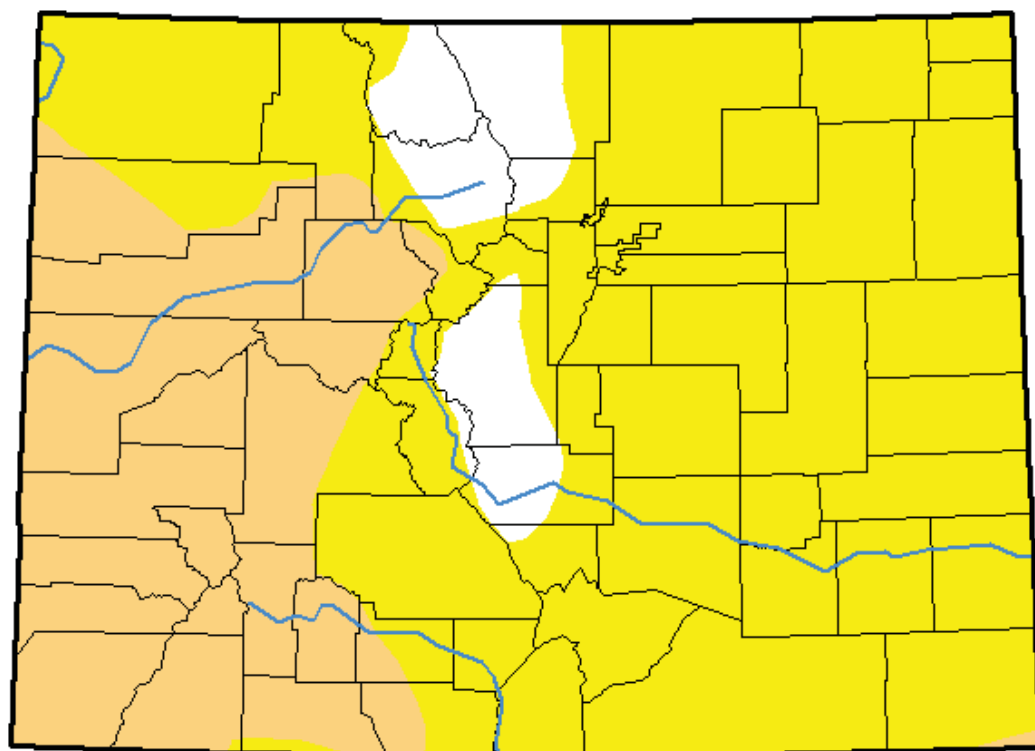
Richard Tinker
CPC/NOAA/NWS/NCEP



<http://droughtmonitor.unl.edu/>

U.S. Drought Monitor Colorado

December 19, 2017
(Released Thursday, Dec. 21, 2017)
Valid 7 a.m. EST



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	7.17	92.83	27.13	0.00	0.00	0.00
Last Week 12-12-2017	11.25	88.75	16.09	0.00	0.00	0.00
3 Months Ago 09-19-2017	64.79	35.21	3.72	0.00	0.00	0.00
Start of Calendar Year 01-03-2017	31.88	68.12	37.21	2.88	0.00	0.00
Start of Water Year 09-26-2017	67.63	32.37	3.72	0.00	0.00	0.00
One Year Ago 12-20-2016	1.66	98.34	38.38	2.88	0.00	0.00

Intensity:

- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author:

Jessica Blunden
NCEI/NOAA



<http://droughtmonitor.unl.edu/>

U.S. Drought Monitor Colorado

January 23, 2018

(Released Thursday, Jan. 25, 2018)

Valid 7 a.m. EST

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.59	99.41	75.90	29.21	0.00	0.00
Last Week 01-16-2018	0.59	99.41	75.90	23.23	0.00	0.00
3 Months Ago 10-24-2017	71.57	28.43	1.12	0.00	0.00	0.00
Start of Calendar Year 01-02-2018	6.57	93.43	33.53	7.27	0.00	0.00
Start of Water Year 09-26-2017	67.63	32.37	3.72	0.00	0.00	0.00
One Year Ago 01-24-2017	44.27	55.73	35.34	0.75	0.00	0.00

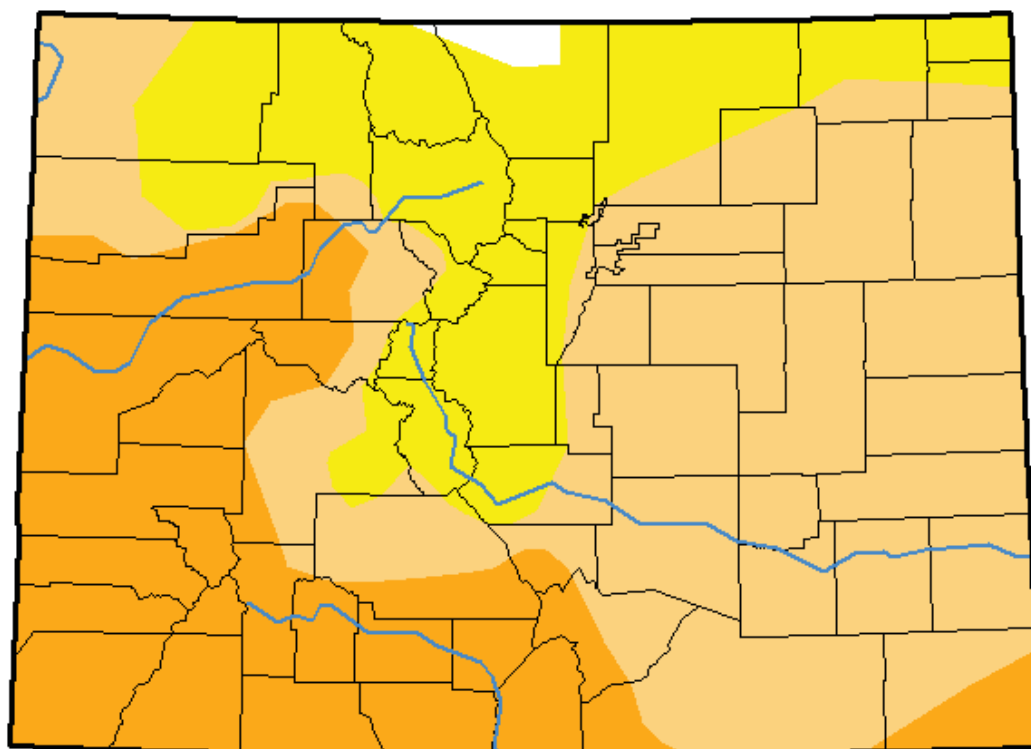
Intensity:

 D0 Abnormally Dry	 D3 Extreme Drought
 D1 Moderate Drought	 D4 Exceptional Drought
 D2 Severe Drought	

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author:

Richard Heim
NCEI/NOAA



<http://droughtmonitor.unl.edu/>

U.S. Drought Monitor Colorado

February 13, 2018


(Released Thursday, Feb. 15, 2018)

Valid 7 a.m. EST

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	8.59	91.41	71.18	33.51	0.00	0.00
Last Week <i>02-06-2018</i>	0.59	99.41	71.90	31.82	0.00	0.00
3 Months Ago <i>11-14-2017</i>	71.26	28.74	1.22	0.00	0.00	0.00
Start of Calendar Year <i>01-02-2018</i>	6.57	93.43	33.53	7.27	0.00	0.00
Start of Water Year <i>09-26-2017</i>	67.63	32.37	3.72	0.00	0.00	0.00
One Year Ago <i>02-14-2017</i>	46.88	53.12	36.92	0.75	0.00	0.00

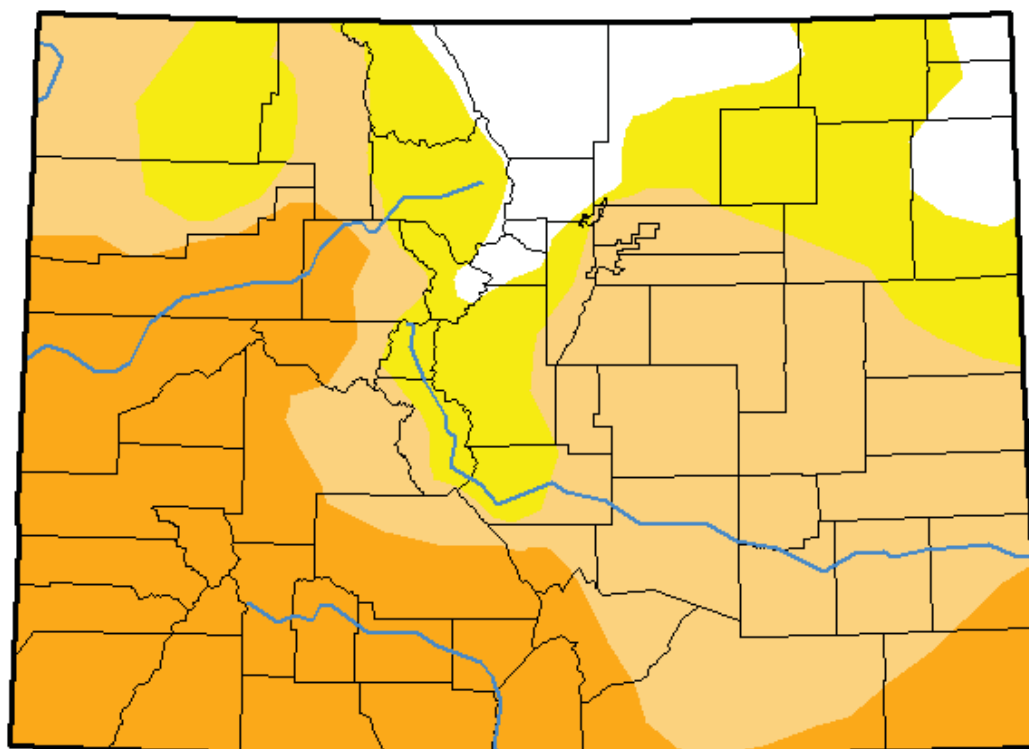
Intensity:

 D0 Abnormally Dry	 D3 Extreme Drought
 D1 Moderate Drought	 D4 Exceptional Drought
 D2 Severe Drought	

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author:

Eric Luebehusen
U.S. Department of Agriculture



<http://droughtmonitor.unl.edu/>

U.S. Drought Monitor Colorado

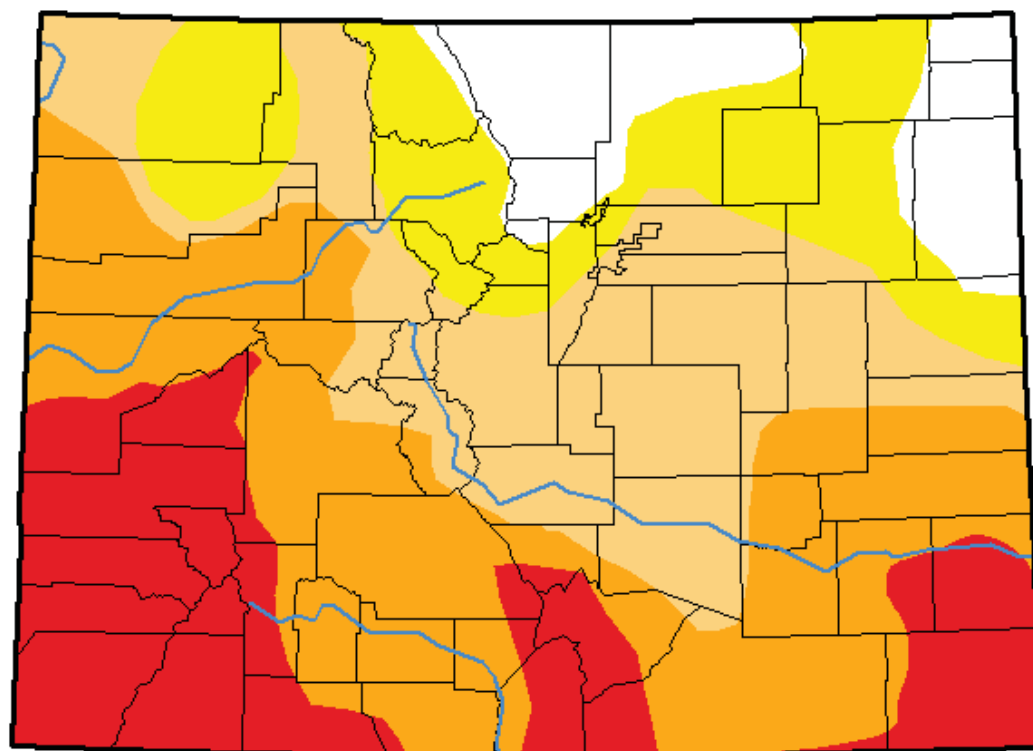
March 20, 2018

(Released Thursday, Mar. 22, 2018)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	9.65	90.35	74.31	50.29	19.99	0.00
Last Week 03-13-2018	10.16	89.84	70.75	47.44	13.44	0.00
3 Months Ago 12-19-2017	7.17	92.83	27.13	0.00	0.00	0.00
Start of Calendar Year 01-02-2018	6.57	93.43	33.53	7.27	0.00	0.00
Start of Water Year 09-26-2017	67.63	32.37	3.72	0.00	0.00	0.00
One Year Ago 03-21-2017	48.05	51.95	41.82	5.14	0.20	0.00



Intensity:

- D0 Abnormally Dry
- D3 Extreme Drought
- D1 Moderate Drought
- D4 Exceptional Drought
- D2 Severe Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author:

Chris Fenimore
NCEI/NESDIS/NOAA



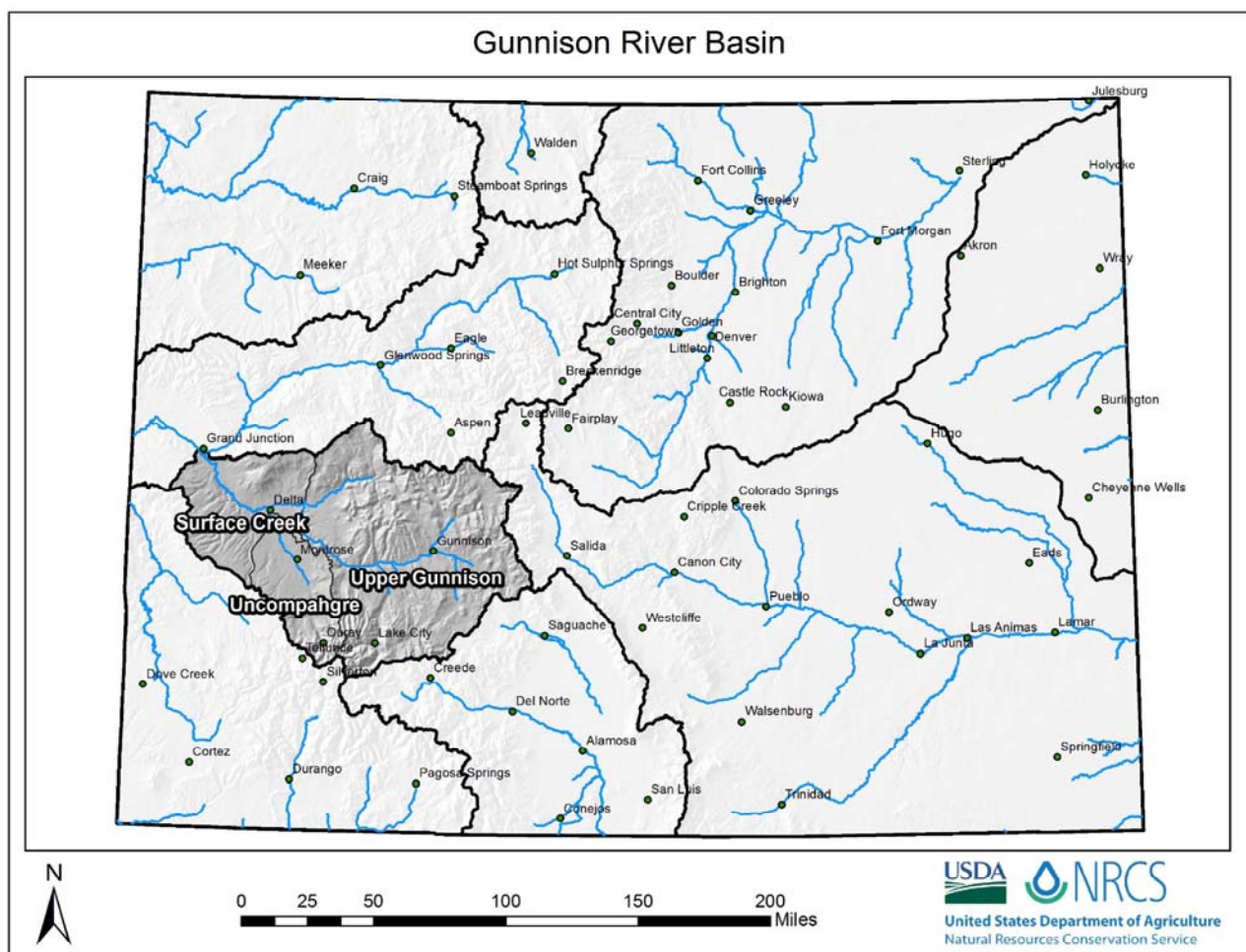
<http://droughtmonitor.unl.edu/>



United States Department of Agriculture

Colorado Snow Surveys

Major Basin Summary





United States Department of Agriculture

Colorado Snow Surveys

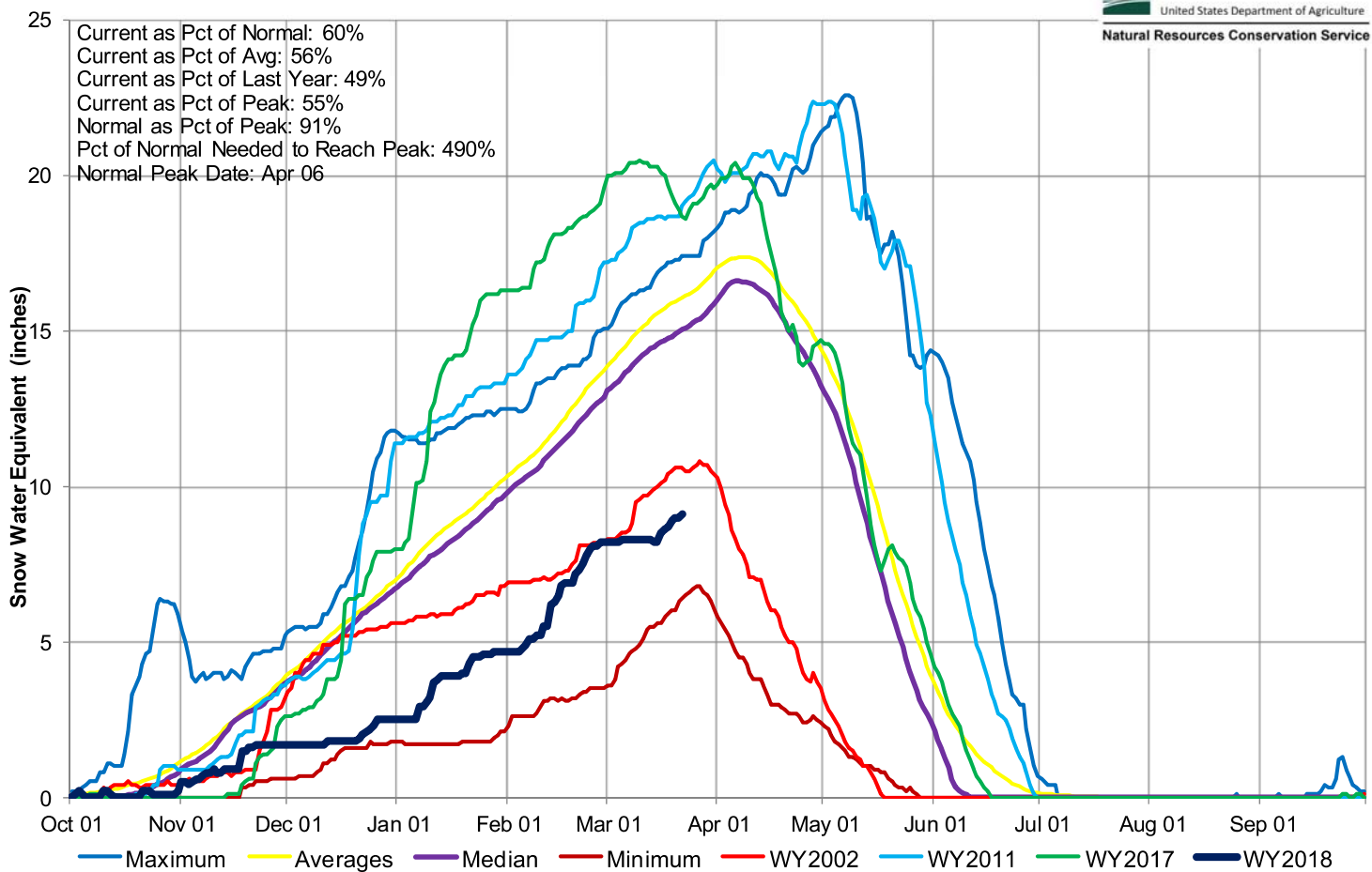
Gunnison River Basin High/Low Snowpack Summary

Based on Provisional SNOTEL data as of Mar 22, 2018



United States Department of Agriculture

Natural Resources Conservation Service





United States Department of Agriculture

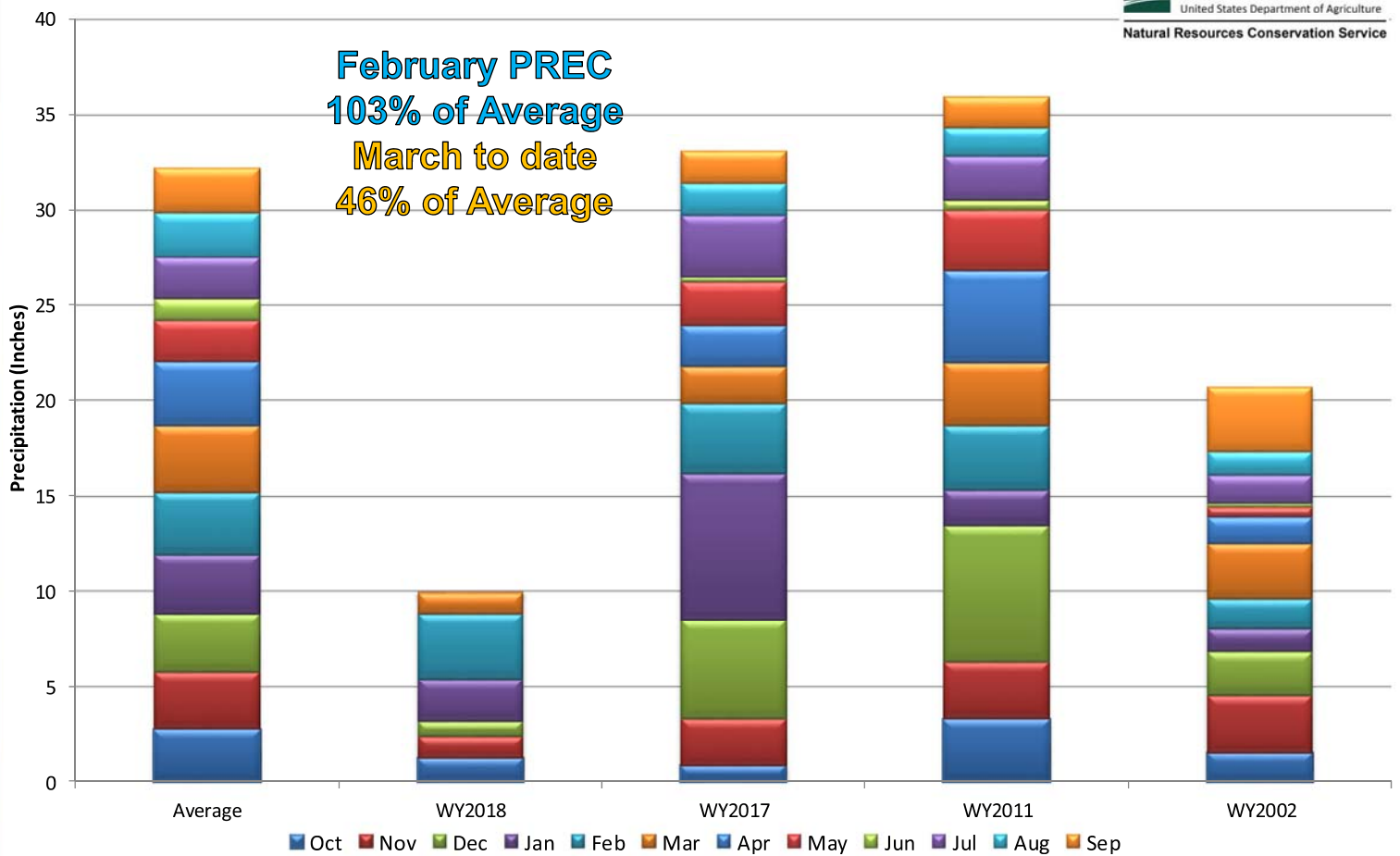
Colorado Snow Surveys

Gunnison River Basin High/Low Monthly Precipitation Summary

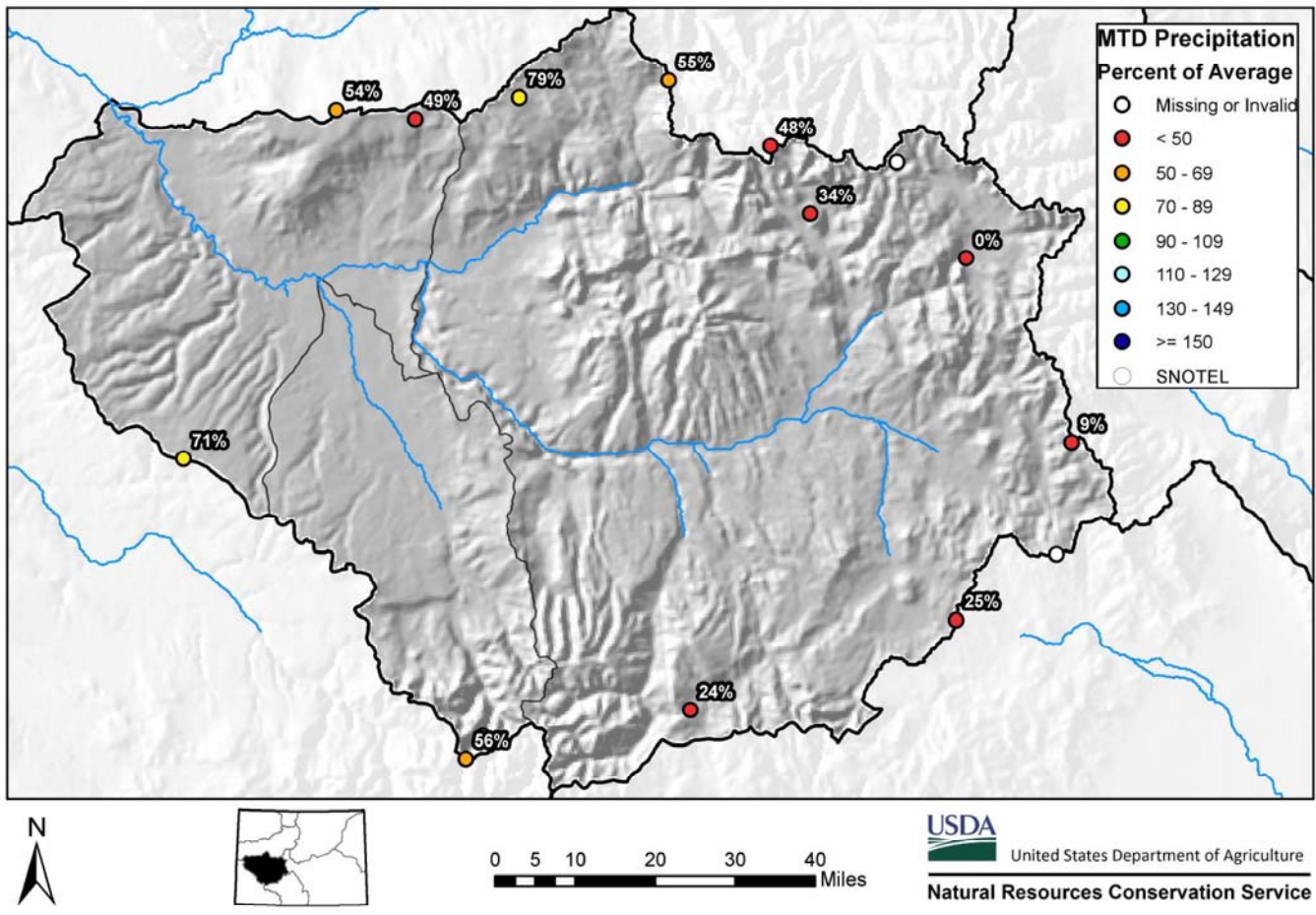
Based on Provisional SNOTEL data as of Mar 22, 2018



United States Department of Agriculture
Natural Resources Conservation Service



Gunnison River Basin Month to Date Precipitation Summary Current as of Mar 22, 2018





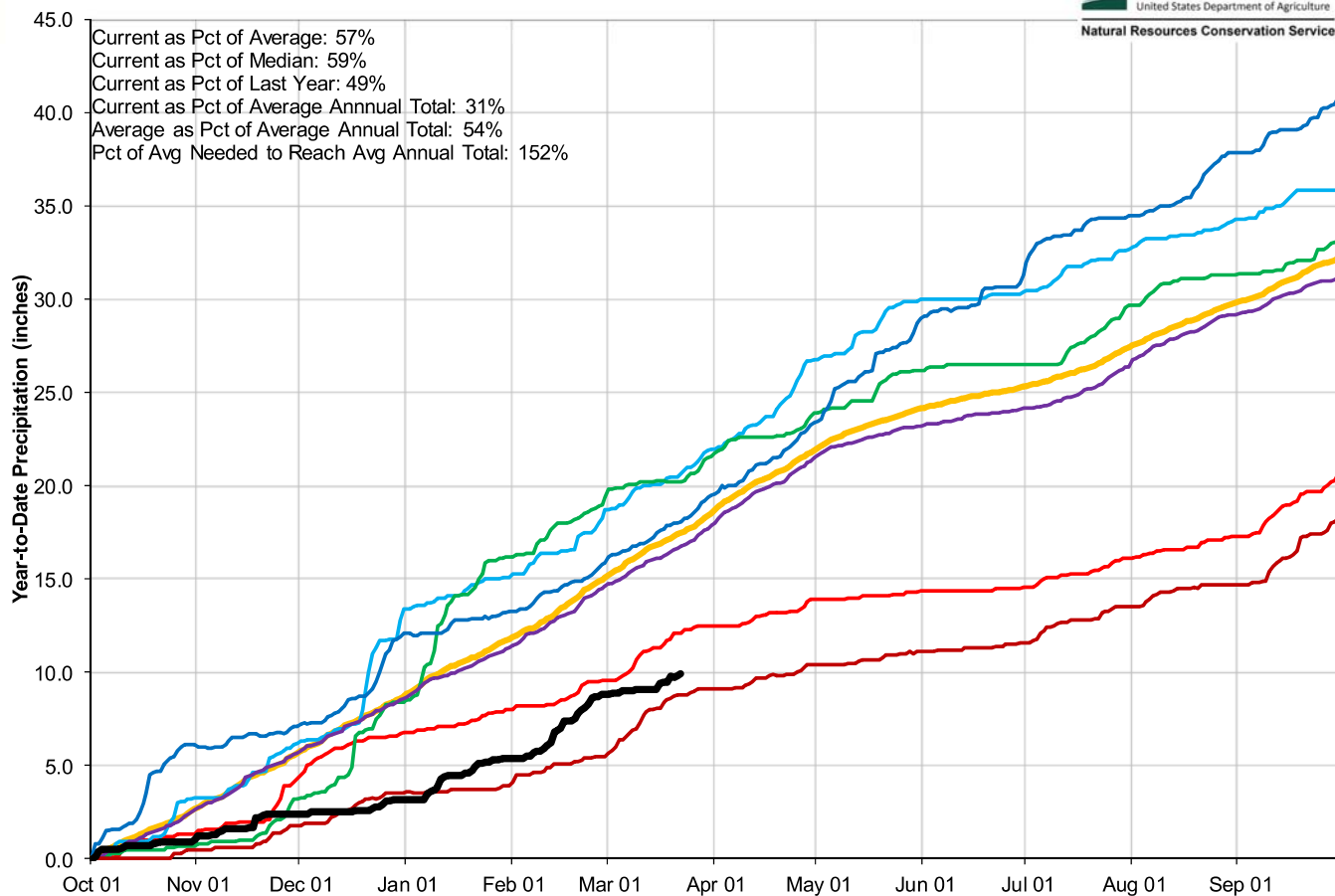
United States Department of Agriculture

Colorado Snow Surveys

Gunnison River Basin High/Low Year-to-Date Precipitation Summary

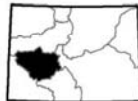
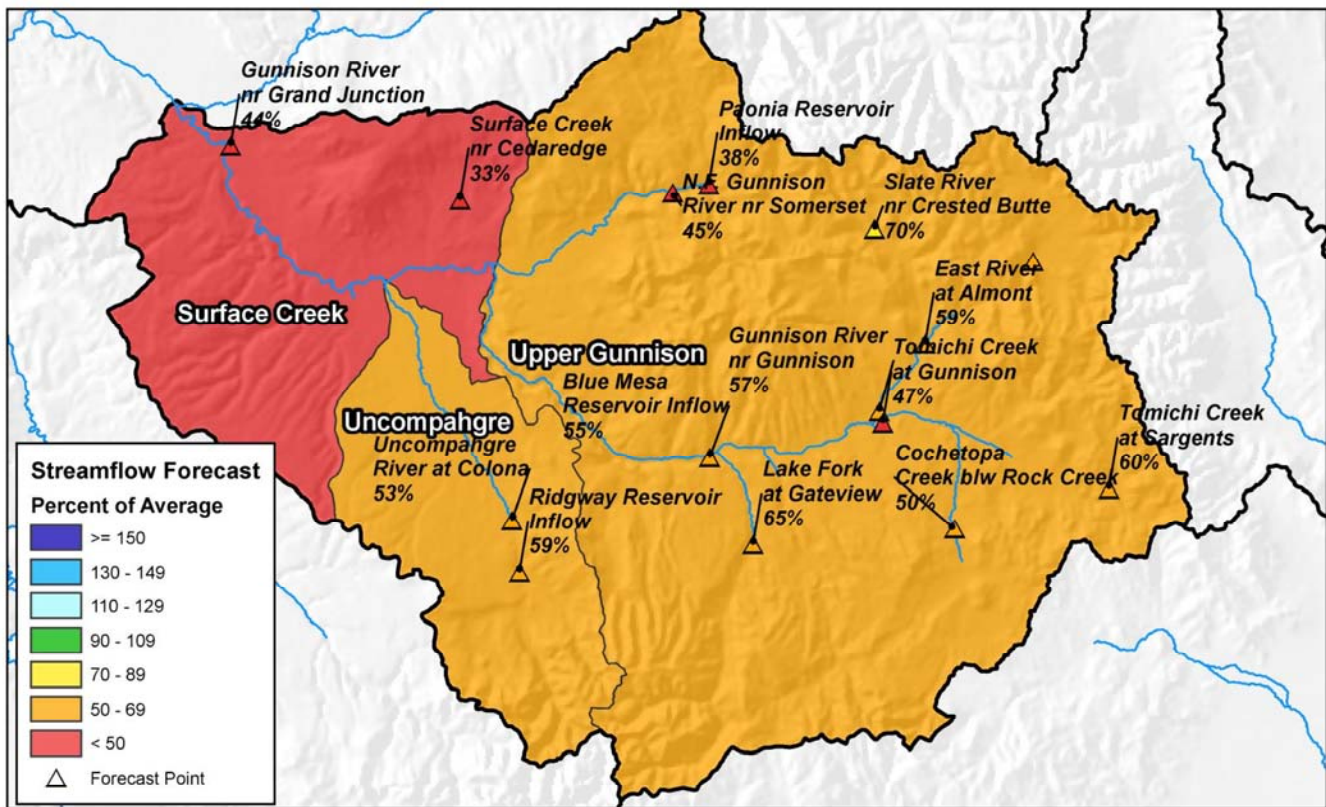
Based on Provisional SNOTEL data as of Mar 22, 2018

USDA
United States Department of Agriculture
Natural Resources Conservation Service



Gunnison River Basin Water Supply Forecast Summary

March 1, 2018

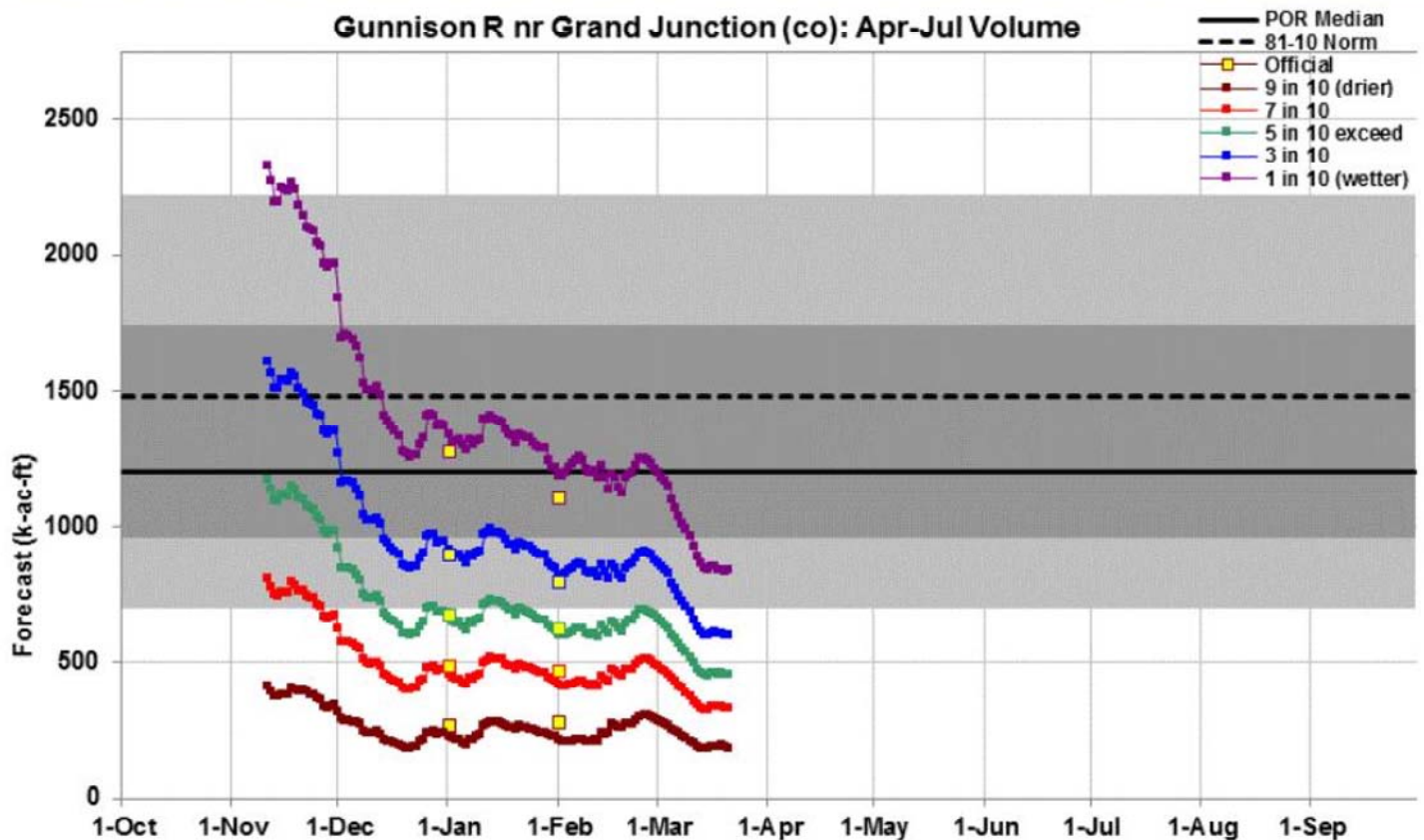


0 5 10 20 30 40 Miles



United States Department of Agriculture

Colorado Snow Surveys



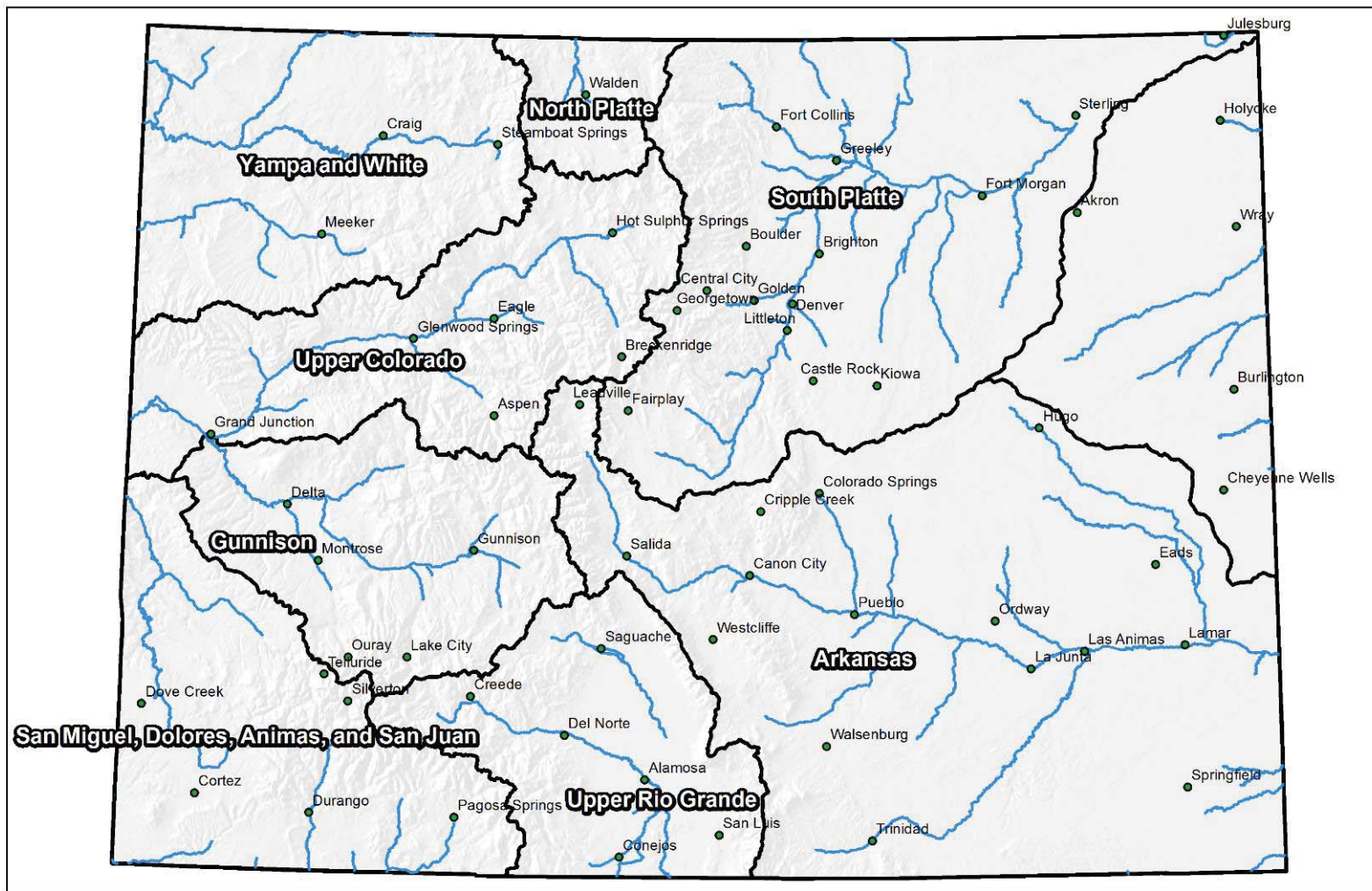
Created 7:39 Mar 21 2018



This is an automated product based solely on SNOTEL data, provisional data are subject to change. This product is a statistically based guidance forecast combining indices of snowpack and precipitation. Yellow squares are the official outlooks. Gray background is the historical period of record variability. This product does not consider climate information such as El Nino or short range weather forecasts, or a variety of other factors considered in the official forecasts. This product is not meant to replace or supercede the official forecasts produced in coordination with the National Weather Service. Science Contact: Cara.s.McCarthy@por.usda.gov www.wcc.nrcs.usda.gov/wsf/daily_forecasts.html

Colorado Statewide Summary

Colorado Major Basins



0 25 50 100 150 200 Miles



United States Department of Agriculture

Colorado Snow Surveys

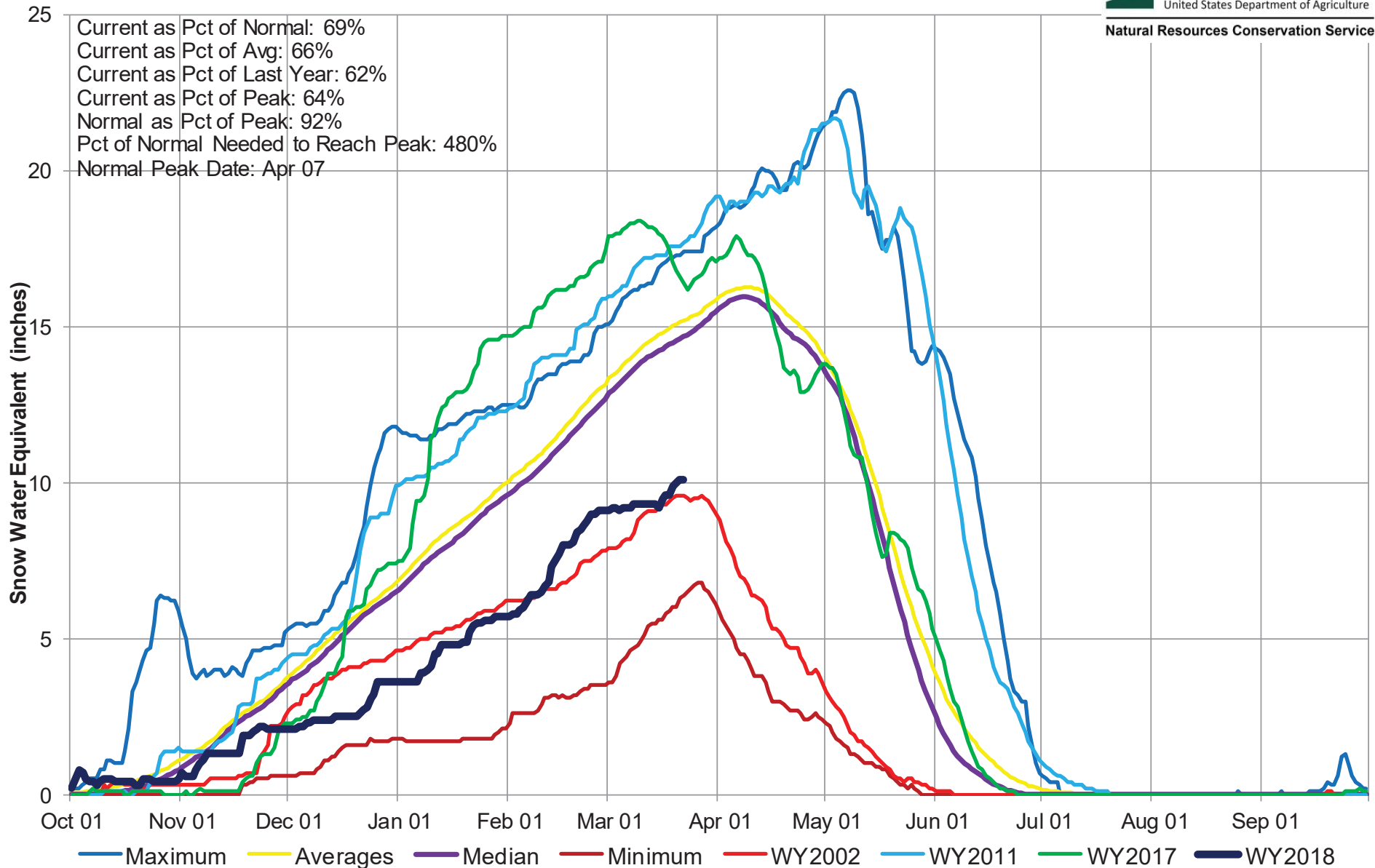
Colorado Statewide High/Low Snowpack Summary

Based on Provisional SNOTEL data as of Mar 22, 2018



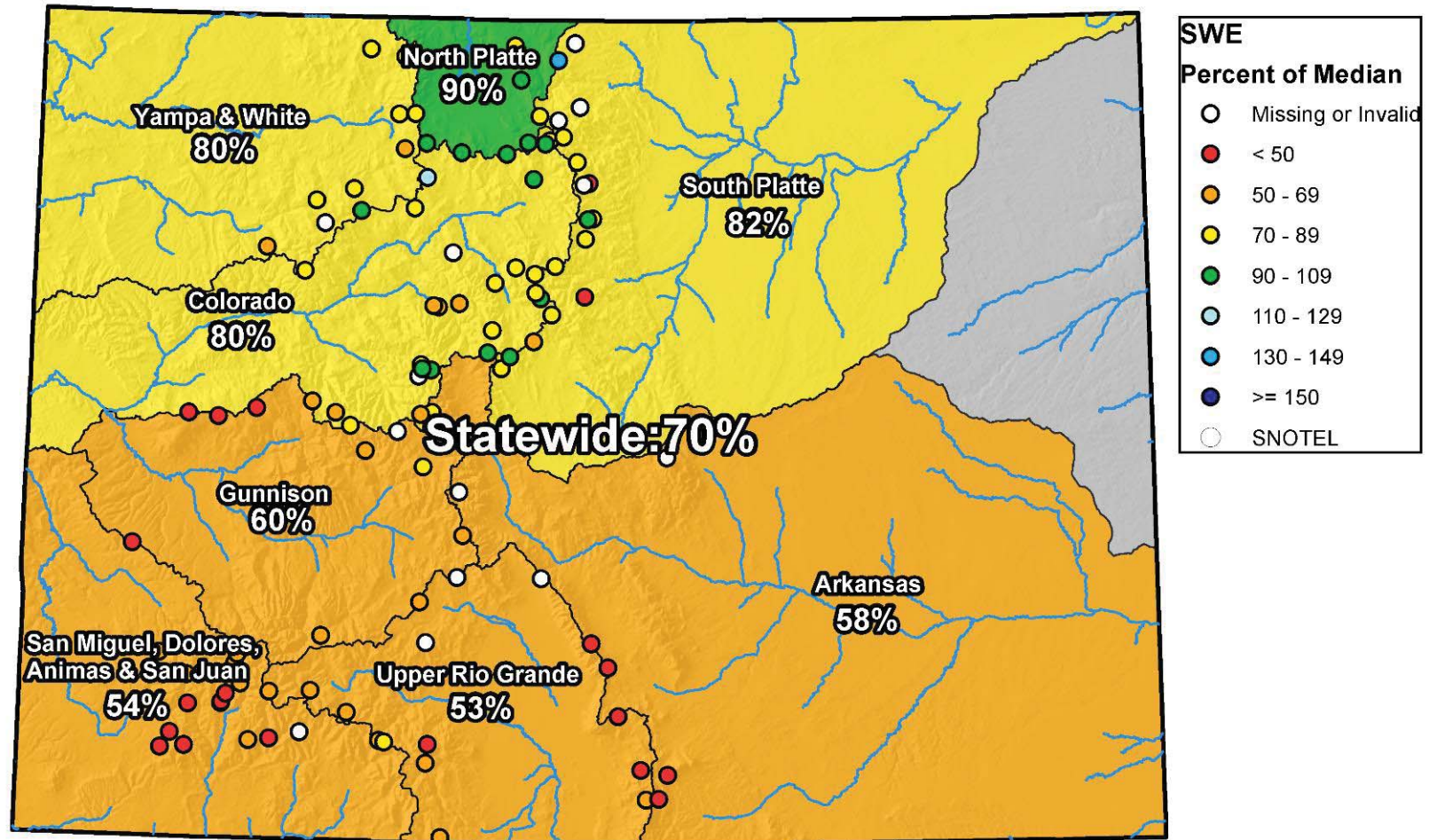
United States Department of Agriculture

Natural Resources Conservation Service



Colorado SNOTEL Snow Water Equivalent (SWE) Update Map with Site Data

Current as of Mar 22, 2018



0 25 50 100 150 200 Miles



United States Department of Agriculture

Colorado Snow Surveys

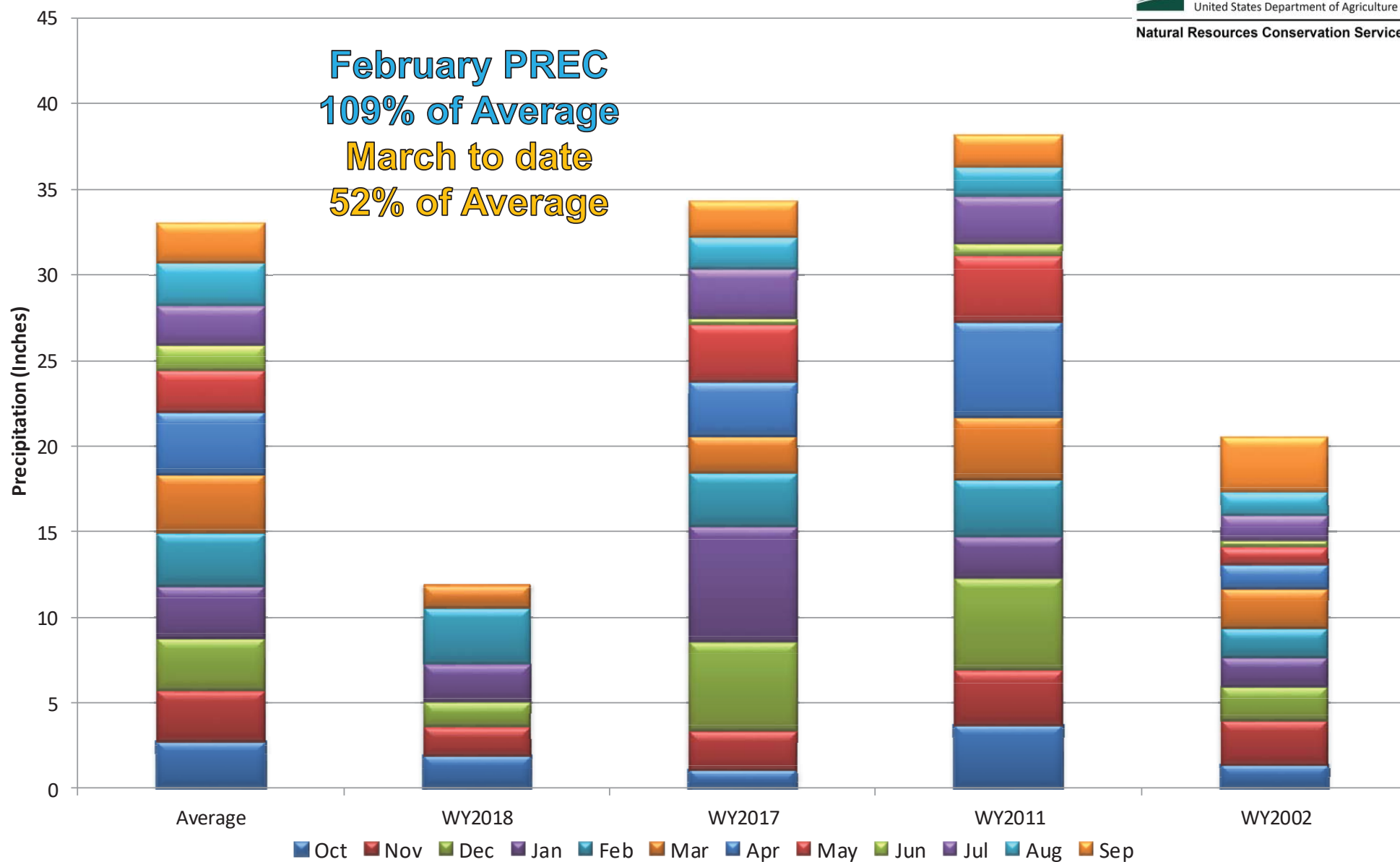
Colorado Statewide High/Low Monthly Precipitation Summary

Based on Provisional SNOTEL data as of Mar 22, 2018



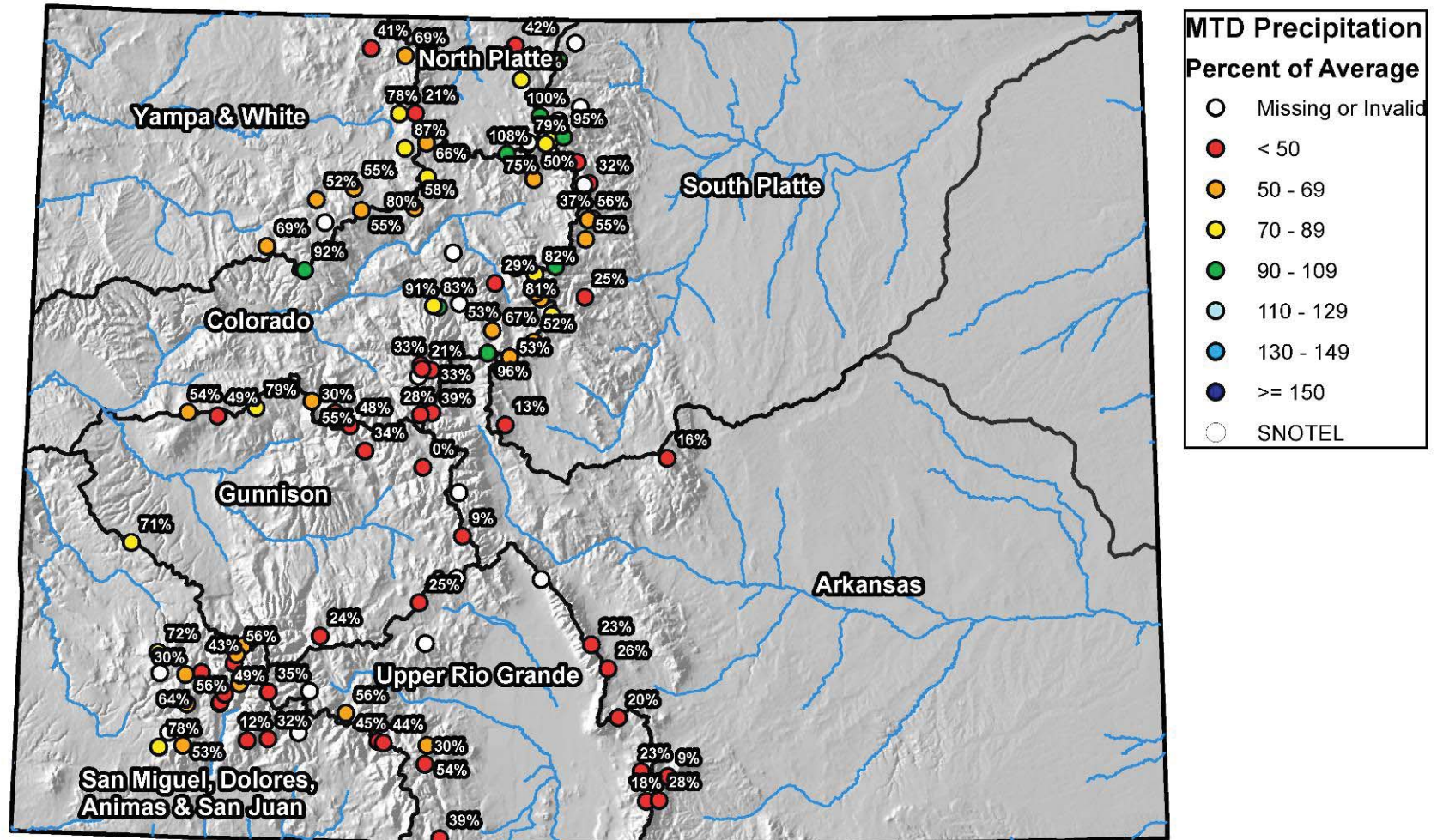
United States Department of Agriculture

Natural Resources Conservation Service



Colorado SNOTEL Month-to-Date Precipitation

Current as of Mar 22, 2018



0 25 50 100 150 200 Miles



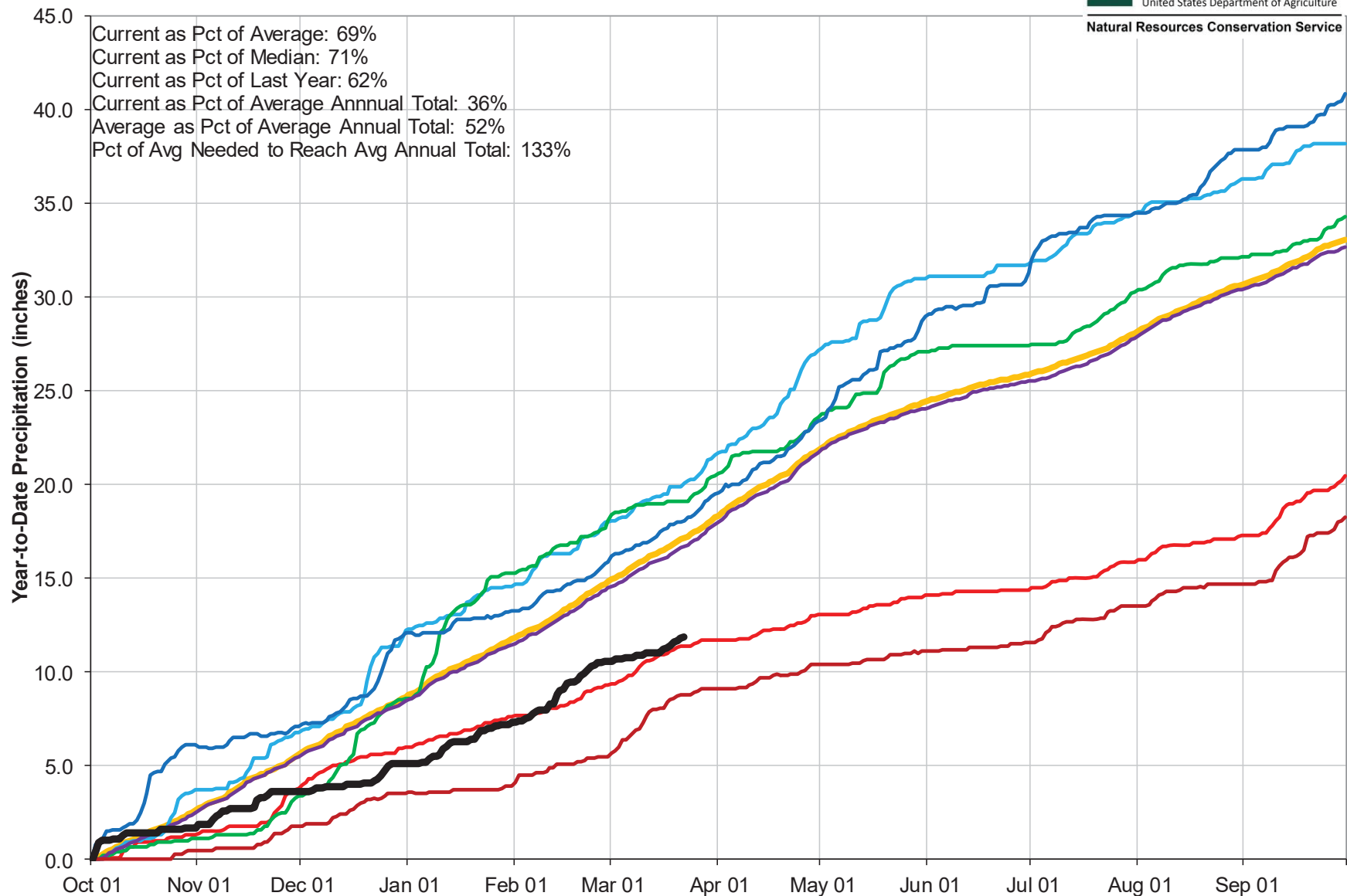
Colorado Statewide High/Low Year-to-Date Precipitation Summary

Based on Provisional SNOTEL data as of Mar 22, 2018



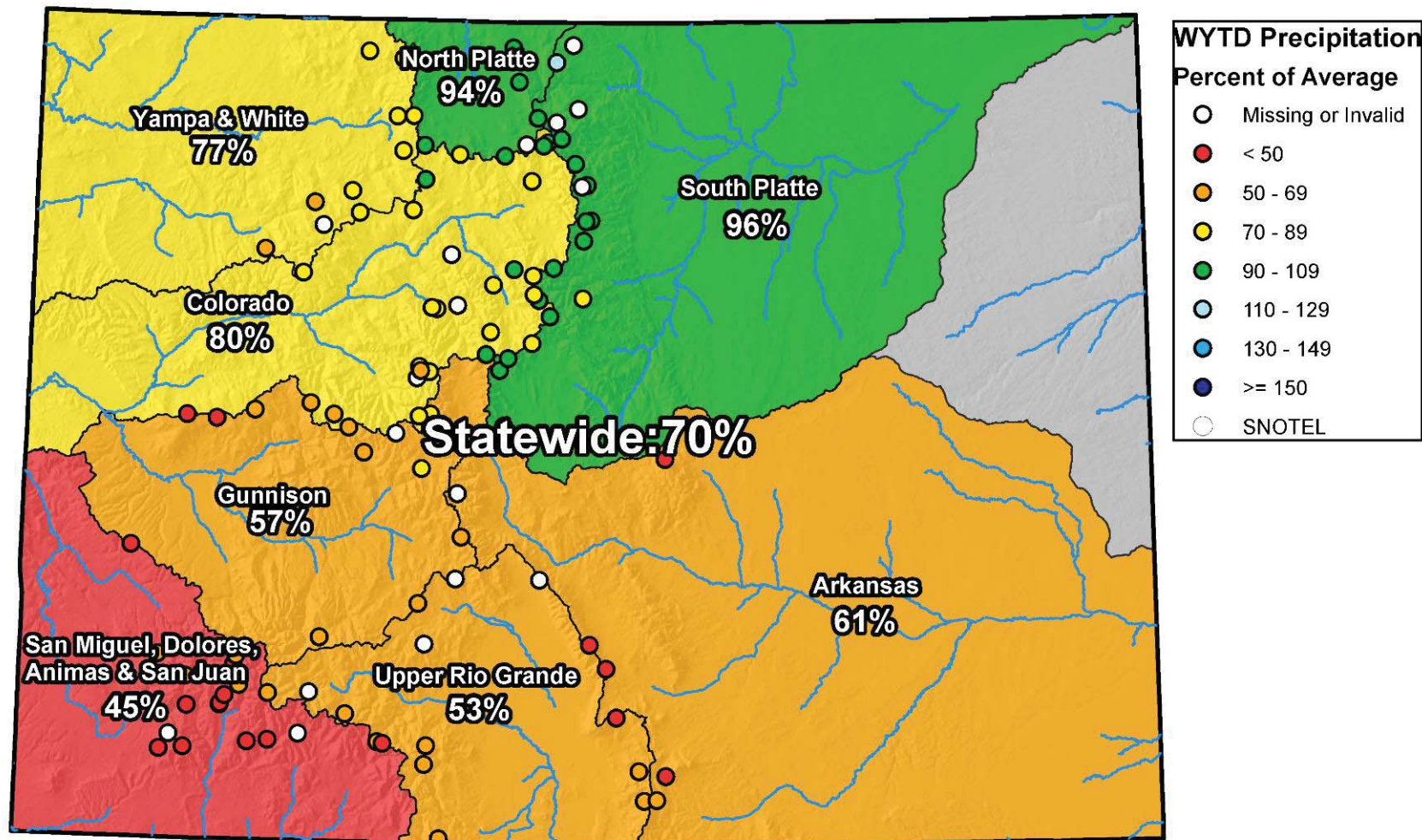
United States Department of Agriculture

Natural Resources Conservation Service



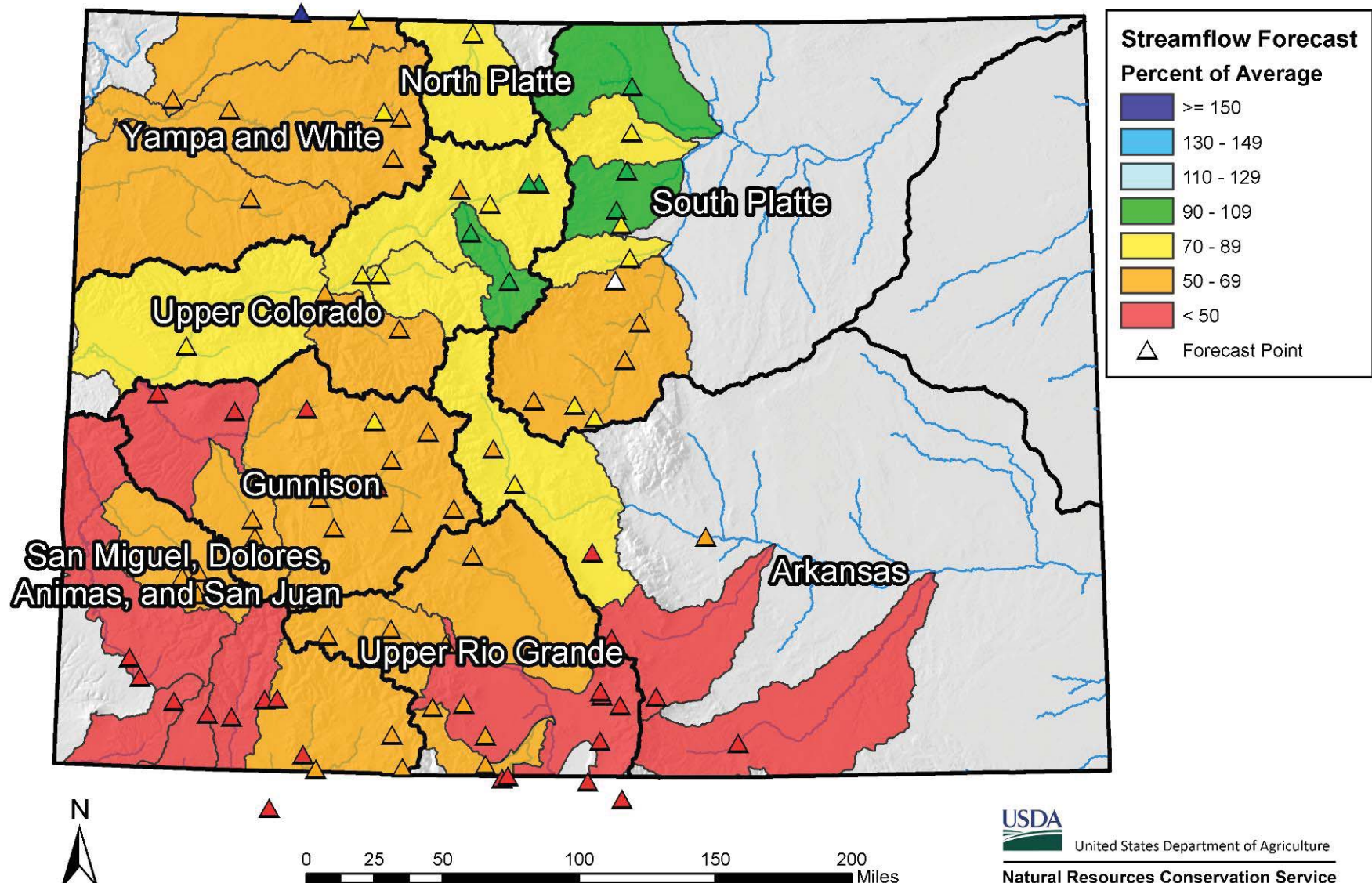
Colorado SNOTEL Water Year to Date Precipitation

Current as of Mar 22, 2018



0 25 50 100 150 200 Miles

Colorado Streamflow Forecasts Summary March 1, 2018



Summary

- Statewide snowpack is at a similar percent of normal as this time last month but now we are that much closer to the end of the primary snowpack accumulation season
- Streamflow forecasts still largely mirror the spatial pattern of precipitation and snow accumulation
 - All March 1st forecasts were for below normal streamflow volumes (at 50% chance of exceedance levels) and most in the southern basins are for near or less than 60% of average
- March to date precipitation has been well below average statewide and the southern basins went back to being the driest
- Reservoir storage is still above average in all major basins in the state
- As we near the end of the snowpack accumulation season only 1981 and 2002 had lower snowpacks statewide since 1980
 - The northern half of Colorado continues to have considerably more substantial snowpacks than the southern

MEMORANDUM OF UNDERSTANDING

The Board of County Commissioners of Ouray County, Colorado and the Town Council of the Town of Ridgway, Colorado are in agreement as follows:

- 1. The Town of Ridgway limits water and sewer services to properties located within the municipal boundary. The Town and the County have discussed annexation of the County's property, 111 Mall Road in unincorporated Ouray County (the "Property"), and prior agreements between the parties contemplated annexation, and authorized the provision of water to the County for the property, but annexation has not occurred as of the date of this MOU.**
- 2. The County is in the process of future planning for the Property and uses that the County may make of the Property, including continued use for Road and Bridge (maintenance, equipment storage, wash bay, fuel, materials storage and other uses associated with the department), Land Use, Emergency Medical Services, Emergency Operations Center, and other county departments. As part of that effort, the County would like assurance that continued service of water, enhanced water system infrastructure, and sewer service will be available from the Town, and the Town would like assurances that uses by the County are reasonably compatible with Town regulations and the demand on the utilities may be accommodated. Because of the regulations governing the use of Town utilities and the County's desire to access those utilities, the Town would like to proceed with annexation of the Property, and would like to enter into an annexation agreement with the County to guide an annexation.**
- 3. The parties have agreed to identify their needs for an annexation agreement so that staff can begin negotiating and drafting such an agreement. It is the intent of the parties that an annexation agreement be completed by June 30, 2018. The parties may extend that deadline if they mutually agree that an extension is in the interests of both parties.**
- 4. The County has identified the following needs which should be addressed in an annexation agreement:**
 - a. Utilities: water and wastewater for buildings, including fire hydrants for the property; and continued easements and access for other utilities such as SMPA, Century Link, natural gas, septic tank cleaning, other broadband or Internet connectivity and communications equipment including towers, dishes, cells and as otherwise necessary to provide adequate communications for the County.**
 - b. Access: continued Highway 550 access as well as new access to/from the south (South Mall road).**
 - c. Land use permissions/permits/zoning: Must be able to conduct County business on the property, including continued use by Road and Bridge with its associated needs including, but not limited to, vehicle maintenance, vehicle storage, materials storage (magnesium chloride or similar products for dust suppression and other palliative products, gravel, sand, salt, aggregate), wash bay, fuel; weed department storage and vehicles, including weed maintenance and eradication products; signage for way finding to county departments; continued presence of the transfer station; public accessibility for various services, including EMS, Emergency Operations Center and emergency management, public health, social**


services, and other departments. To the extent that the Town's current zoning or land use code do not allow for these uses, the County will need zoning or land use code revisions.


- d. The County's intent is to optimize the utilization of its property for the benefit of the County residents, with flexibility to alter the uses on the property in the future as needed to accomplish this intention.
5. The Town has identified the following needs which should be addressed in an annexation agreement:
- a. Recognizing the Property as an enclave subject to annexation by the Town.
 - b. Delivering water to property in the Town's limits, in accordance with the Town of Ridgway Municipal Code.
 - c. Collecting wastewater from property in the Town's limits, in accordance with the Town of Ridgway Municipal Code.
 - d. Development and use of the Property by the County in substantial compliance with the Town of Ridgway Land Use Plan, 2011 Update and other Master Plan documents.
 - e. Zoning of the Property in accordance with the current Town zoning code, or creating a new zone to meet the needs of the Town, its residents and businesses, the Town's Land Use Plan, and the County.
 - f. Use of the Property in accordance with the appropriate zoning
 - g. Reasonable and appropriate use of Town utilities, including water conservation commensurate with the Town's needs, connections of main lines to insure safe and efficient distribution and collection systems, utilities easements across the Property to serve and service surrounding properties within the Town limits, conveyance to the Town of any existing water rights, etc.
 - h. Road improvements for the property including Mall Road, access to Vista Terrace subdivision, and/or Redcliff drive/South Mall Road.
 - i. Pursuant to the Town's Master Plan, the annexation and development of the property is at no initial or recurring cost to the Town (eg: installation, maintenance, law enforcement, etc.) and incorporates public uses as is reasonable and desired.
 - j. A positive and proactive working relationship with Ouray County.
 - k. Where reasonable, shared services of the Town and the County that benefit the shared communities.
 - l. Open and transparent annexation proceedings in accordance with State and Local laws and policies.
6. The respective staffs of the Town and the County are directed to begin negotiations and drafting of an annexation agreement addressing the needs identified by both the Town and the County. Where there are conflicts between the needs of the parties, staff is directed to inform their respective Council or Board, as the case may be, and allow the elected officials to provide guidance on how to proceed.


This MOU is understood by the parties to be an informal and non-binding agreement to guide further discussions and negotiations. It is the intent of the parties to move forward in a spirit of cooperation, benefitting their respective and mutual constituents.

Dated this 9th day of August, 2017.




Ben Tisdell, Chair
Board of County Commissioners
Ouray County, Colorado

ATTEST

Michelle Nauer, County Clerk and Recorder
By: Hannah Hollenbeck, Deputy Clerk of the Board


John Clark
Town Council
Town of Ridgway, Colorado

ATTEST

Pam Kraft, Town Clerk

Dear Pam,

I am writing to express my interest in the town council vacancy. To tell you a little about myself, I live with my wife Teresa and our four year-old daughter Mila in the town of Ridgway. We moved to Ridgway over two years ago, but have mostly been in the region since 2001. We are currently in the process of purchasing the home we live in and our daughter is beginning her adventure into preschool.

My background is somewhat diverse. I am a small business owner working as a certified arborist with several employees. I also am on the Tree Board at the City of Montrose and work closely with the botanical gardens there.

Other interest and experience includes work as a professional musician, and also in the field of psychology. I earned a PhD in psychology in 2011 in the Bay Area and have worked with a number of organizations and universities mostly on a project or publication basis. These organizations include Stanford University's Center for Compassion and Altruism Research and Education, UC Berkeley's Greater Good Science Center, Mind and Life Institute, U of Wisconsin's Center for Healthy Minds, and the Korean Institute of Soen Psychology in Seoul, S. Korea. Work with these organizations has involved everything from publication in journals, lecturing in universities in S. Korea, organizing and coordinating international conferences and research seminars, and presentations. I have contributed 15 publications to the field, including a qualitative methodological text book used by the University of Nebraska's graduate research studies program.

Thank you for considering me for this vacancy. I am very interested in the directions Ridgway is headed and excited for the opportunity. Feel free to contact me with any questions.

Sincerely,
Jonathan Barfield

PO Box 505
Ridgway, CO
81432

Dear Pam:

I am very interested in the appointment to the town council. My wife and I moved here in November of 2016 and we love Ridgway. I am retired from the US Forest Service and served in five regions. I began my service in forestry and wildlife. Then in Fire Management where I participated in many campaign fires all over the country as a member of an Incident Command Team. About midway through my career I became a Realty Specialist and I purchased over 75,000 acres of land for the Forest Service through purchase and exchange. I also bought over 100 right of ways. After retiring at the end of 1994 my wife and I got involved in "Firewise USA" in Custer, SD, and started a thinning and "firewise consulting business to help people become "firewise." In addition, we helped our subdivision become the first "firewise" subdivision in the southern Black Hills within the wildland Interface. Since arriving in Ridgway, I joined ROCC and have been active in the Social Justice and Energy Committees. My wife and I recently became the co-chairs of the the Social Justice committee. This committee has been concerned with issues involving affordable housing and victim advocacy. In regard to the energy committee I have been helping install LED's in the high school and will continue doing this until it is completed. I am on the board of the Riverpark HOA and have been involved in trimming the trees in the subdivision this winter and will continue this work in the spring. I pick up trash as an ongoing thing on N. Railroad and within the Riverpark and Park subdivision. I am an active member of St. Daniel's Catholic Church in Ouray. I do not have any experience as a town council member but I am more than willing to learn the issues and become an active member of the council. My wife and I travel and camp some but would be able to make most meetings. This year we have a family reunion and would not be able to make the July meeting. All other meetings and workshops would make a point to be present if appointed.

Sincerely,

Tom Heffernan
405 Kismet St.
Ridgway, CO 81432

Pam Kraft

From: Tim Malone
Sent: Wednesday, March 21, 2018 12:11 PM
To: Pam Kraft
Subject: Re: Town Council Vacancy

Dear Ms. Kraft,

I am happy to be considered for one of the other Town Council positions at the next Appointment Meeting.

Since the selection process doesn't involve face to face interviews, I wanted to elaborate on my interest in serving on Town Council.

My first time to visit Ridgway was on a family vacation in 1976, and my parents fell in love with the town and the San Juan Mountains. They knew that this place was where they wanted to be, and we returned to visit many times afterwards. My parents retired and moved here in 1995, and from 1996-2007, my wife, children, and I came to Ridgway for most of our holidays and vacations. After the first holiday here, we and our children also fell in love with the town and mountains. We decided to make the permanent move here in 2007. At the time, we still had two school-age children that we wanted to transfer out of a large school district and into an exceptional small school system. They both excelled academically in Ridgway's schools, and they were active in several sports and extracurricular programs. My wife and I were enthusiastically involved parents all along the way. Both of our children graduated from Ridgway HS with honors and scholarships, and went on to college.

I have a Bachelor of Science degree in Electrical Engineering and have been involved with all types of engineering and construction since the late 1980's. I was the Project Engineer on multiple industrial projects in the \$50-\$100 million range. My wife and I owned our own business and were incorporated in Texas for 10 years just prior to moving to Ridgway. I was a consultant on a large prospective development in the core of Mountain Village prior to moving here. Since moving to Ridgway, I have been an Operations Manager for two different local residential construction companies, and I am currently the General Manager of a large excavation company.

I believe I have a vested interest in maintaining quality during the town's current growth and developments, while retaining the small town atmosphere. I believe that I have valuable knowledge and experience to contribute as a councilman. I would much like to be a part of helping the town prosper in all future operations.

Thank you for your time and consideration.

Best,

Tim Malone

RESOLUTION NO. 18-05

RESOLUTION OF THE TOWN OF RIDGWAY, COLORADO AUTHORIZING A RECORDS MANAGEMENT PROGRAM AND ADOPTING THE COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

Whereas, the Town of Ridgway recognizes the need to establish a records management plan for all Town records; and

Whereas, the Colorado State Archives has developed, in cooperation with the Colorado Attorney Generals Office and the State Auditors Office, the Colorado Municipal Records Management Manual which contains the Municipal Records Retention Schedule for municipalities to use and follow; and

Whereas, the Town wishes to follow State procedures, guidelines and regulations as outlined in the Colorado Municipal Records Management Manual and the Colorado Municipal Records Retention Schedule, for public records retention and disposition;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO that the Town Council hereby:

1. Adopts the Colorado Municipal Records Retention Schedule and all subsequent revisions;
2. Designates the Town Clerk as the Records Manager, and authorizes her to act for and on behalf of the Town of Ridgway in directing and coordinating the maintenance of all Town records and records management matters under the Colorado Municipal Records Retention Schedules, including the retention and disposition of records as outlined in said schedules;
3. Authorizes the Town Clerk to submit a request to the Colorado State Archives Records Management Team to use the Colorado Records Retention Schedules as legal authority, for the preservation and destruction of Town records.

APPROVED AND ADOPTED this 11th day of April, 2018.

John I. Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

From: [John Clark](#)
To: [Jennifer Coates](#)
Cc: [Pam Kraft](#)
Subject: Fwd: We have a mining bill introduced!
Date: Wednesday, March 21, 2018 11:37:15 PM

I'd like to get this on April agenda, if that's okay. Let me know if you need any background...

Begin forwarded message:

From: Pete Dronkers <pdronkers@earthworksaction.org>
Subject: **We have a mining bill introduced!**
Date: March 21, 2018 at 1:00:36 PM MDT
To: John Clark <jclark@town.ridgway.co.us>

Hi John,

We have a bill! HB 1301:

Denver post coverage here:

<https://www.denverpost.com/2018/03/20/legislation-mining-reclamation-water-treatment/>

Bill language here:

<http://leg.colorado.gov/bills/hb18-1301>

We have a template resolution if you'd like to see it, but wanted to give you a chance to craft a unique town resolution instead. It could be a single paragraph indicating the town supports HB 1301 as introduced.

When would be the next time the council could put this to a vote?

Let me know if you'd like to discuss.

Thanks so much,

--Pete

=====
Pete Dronkers
Earthworks
Southwest Circuit Rider

(775) 815-9936

pdronkers@earthworksaction.org



Council Onboarding and Training Plan

April 2018

Requested Attendance and Participation

Town Manager and Department Head Orientation:

- Local Government Overview with Town Manager
- Budgeting, Finance, Elections, Records with Town Clerk
- Land Use and Planning with Town Planner
- Community and Economic Development with Community Facilitator
- Law Enforcement with Town Marshal

Public Official Liability Training:

- CIRSA booklet (30 minutes)
- CIRSA video (30 minutes)
- In person session – CIRSA Sponsored (2.5 hours)

Council Staff Relationships:

In person session with outside facilitator focused on communications, meetings, roles,
Communications, Empathy, Relationships, etc.:

In person session with outside facilitator

Desired Attendance and Participation

Colorado Municipal League (CML) conference – June in Vail or Breckenridge

Institute for Excellence in Governance (IEG) – April sessions

Emergency Response Training – Incident Command Systems 100, 700 and 402 (100 and 700 are online and in-person; 402 is in-person)

Additional Opportunities

International City and County Managers Association (ICMA) Conference – Fall; nationwide locations change annually

Governance Workshops for Elected Leaders



Innovative Workshops for Elected Municipal Leaders

Spring 2018
Classes and Schedule

**A Knowledge Continuum
for Elected Officials**

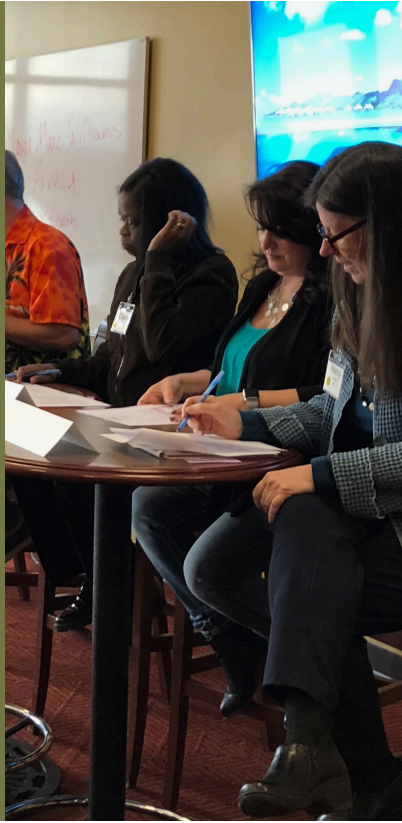


Institute for
Excellence in
Governance™

A Knowledge Continuum for Elected Officials

CPS HR  CONSULTING

Supporting the success of our elected leaders through active learning, and real life instruction.



"So much was offered, I literally can't think of any area that wasn't offered in depth. The speakers, I felt, were excellent and I loved the variety of speakers."

– **Mayor Rick Bain**, Brush, CO

"As an association dedicated to the most effective administration of local governments, Colorado City and County Management Association enthusiastically supports this opportunity for learning and growth of our elected officials. This is a great partnership in learning for our elected and managers."

– **Wesley LaVanchy**, President, Colorado City and County Managers Association



"IEG's 'for us, by us' approach is a valuable addition to the training options available to Colorado's local elect officials. Ms. Brinkman brings an authentic, first-hand perspective to teaching governing body best practices."

– **Tami Tanoue**, General Counsel/Interim Executive Director, CIRSA

For more information, visit www.cpsshr.us/IEG or contact Debbie Brinkman at 720-224-1314 or dbrinkman@cpsshr.us.



A Unique Environment

Small class size enhance honest conversation, dynamic exchange of challenges and solutions, everyone’s questions answered and lots of laughter.

“It was a wonderful environment to ask any and all questions and not feel like a fool - very safe environment for open and honest discussion and answers were informative, useful and helpful.”

– **Council Member Fortuin**, Manitou Springs, CO

IEG Session Lineup

This two-day interactive and engaging course is designed to fully prepare and immerse elected officials into the role of being effective, aware, and intentional members of the governing board.

The focused sessions are designed to maximize effectiveness and ensure that relevant knowledge and information is presented.

Session	Learning Objective
Communications and Relationships Presented in three phases; City Attorney panel, City Manager Panel, Mayor - Council Member panel. Session concludes with a lively discussion amongst all panels and the attendees.	<i>This dynamic exchange of lessons learned and advice from experienced leaders will provide attendees a strong basis for which to move forward with their own council, staff and public.</i>
Things that Matter and Things that Don’t / Decision Making	<i>Attendees will develop a system for critical thinking and prioritizing. An exchange of ideas and solutions will enable attendees to develop their own set of skills to keep them on track when temptation knocks.</i>
Oh, Know You Don’t	<i>How to take the energy and enthusiasm of being in office and create constructive results rather than mistakes and missteps is the focus of this session. A banter between a city manager and council member guides attendees towards doing the right things for the right reasons.</i>
The Council Meeting	<i>Attendees will participate in a mock council meeting where all manner of interesting events will be pre-planned to occur. Attendees will learn how to speak in a meeting, the order of events, how to handle challenging citizens and how to work together as a body.</i>
Doing Your Homework / Time Management	<i>Attendees will learn how to read a packet, the importance of asking questions, why it is important to know the why, and how to manage their time so that they can get it all done and maintain a balance.</i>
Your Public Space	<i>Staying in touch with constituents in the age of open records, sunshine laws, social media and instant news is trickier than ever. Attendees will learn how to use resources to their best advantage and how to avoid problems.</i>



University of Colorado Denver, School of Public Affairs (SPA), is collaborating with the Institute for excellence in Governance (IEG) to provide a Certificate of Completion for this program through the School of Public Affairs Institute. SPA is a top-rated school of public affairs and offers leadership, professional development and degree-granting programs to elected officials and public sector professionals across Colorado and the US.

Register online at www.bit.ly/IEGRegister!

Have questions? Contact Debbie Brinkman at 720-224-1314 or dbrinkman@cpsshr.us. Learn more at www.cpsshr.us/IEG.

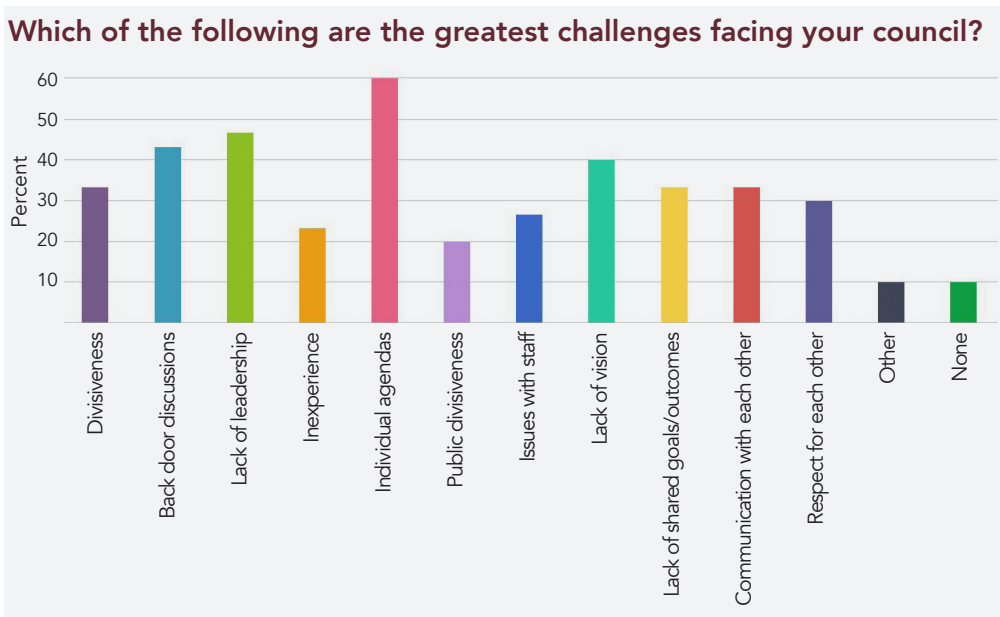
Training Responding to Need

IEG Workshops are not just another hammer looking for a nail. IEG reached out to city managers and mayors and asked them about the challenges they faced with their councils. Based on the results it was clear that there was a need for a more intense level of training.

Elected officials want to do their best. Most have been living their lives as constituents and now find themselves with a great responsibility for which they know little. It is this shift, coupled with the substantial learning curve that IEG desires to influence.

Here are a few examples of the survey responses that illustrate the need for this training.

How would you rate the following skill sets among newly elected's?				
	Highly skilled	Somewhat skilled	With help there's hope	Suffering
Ability to maintain a focus on policy making	1	12	10	7
Avoiding distractions that take them off task	0	8	15	7
Making decisions, analyzing information	1	17	8	4
Being prepared for meetings	2	14	11	3
Appropriate participation in a council meeting	2	12	11	5
Productive participation in a council meeting	2	13	9	6
Ability to maintain a balanced life	3	19	4	4
Proper decorum while engaging the public	3	14	11	2
Listening to others	3	14	7	6



For more information, visit www.cpsshr.us/IEG or contact Debbie Brinkman at 720-224-1314 or dbrinkman@cpsshr.us.

Learning from Experience

The workshop format is informal, the class sized is small, the speakers are current and past elected officials, city managers, and city attorneys.

The speakers bring their real-life experience to the workshop; what they have learned and how they learned it, what they know now and what they wish they had known then, and what the next generation of elected officials will need to succeed.



"I have been an elected going on 2 years and this experience has opened my eyes wider and has been an amazing experience e I will reflect on for years."

– **Council Member Chavez**, Hudson, CO

"Loved the real world examples and advice."

– **Council Member Sherman**, Brush, CO

"NWCCOG's role is to support our member jurisdictions. Helping newly electeds get off to a strong start is right on target with our mission. Perhaps someday this kind of training will be the norm, but until then kudos to IEG and CPS HR for addressing a great need."

– **Jon Stavney**, Executive Director Northwest Colorado Council of Governments

Spring Schedule

April 13 - 14

Glendale, CO

April 20 - 21

Eagle, CO

April 27 - 28

Dillon, CO

May 11 - 12

Glendale, CO

Price

General

\$1,200

NWCCOG Members

Call Debbie Brinkman at 720-224-1314
for special pricing

Price Includes

- Meals and refreshments during workshop
- All handouts, books and guides
- Wi-Fi at the workshops
- Certificate of Completion from UCD
- Membership to the IEG support community

Register Now!
www.bit.ly/IEGRegister



To: Town Council
From: Jen Coates, Town Manager
Date: March 30, 2018
RE: construction of alley on Block 11

We plan to construct the north/south alley on Block 11 this summer. There is some proposed residential construction on the east side of the alley on this block. In addition, the RAMP project finally closed a private access to Highway 62 in this location and opened up this Town right-of-way alley access late last year. We believe it is time to construct the alley.

There is some privately owned equipment and materials currently stored near the south aspect of the block, in the alley, which will need relocated to private property. We plan to reach out to all property owners in April to provide sufficient notice of the work to build the alley, and provide time to relocate any privately-owned property stored in the alley.



Block 11 Alley Location

RIDGWAY PLANNING COMMISSION AGENDA

Tuesday, March 27th, 2018
Planning Commission Regular Meeting: 5:30 pm
Ridgway Community Center
201 North Railroad Street, Ridgway, Colorado

ROLL CALL Chairperson: Doug Canright, Commissioners: John Clark, Thomas Emilson, Larry Falk, Ellen Hunter, Bill Liske, and Jennifer Nelson

REGULAR MEETING: 5:30 pm

PUBLIC HEARINGS:

1. **Application:** Sketch Plan; **Location:** property at southeast corner of Sherman/Hwy 62 and S Railroad, legal address: S: 16 T: 45 R: 8 N1/2SW1/4; **Address:** TBD Railroad/Hwy 23; **Zone:** Historic Business (HB) **Applicant:** Ridgway Cohousing, LLC. **Owners:** Ridgway Cohousing LLC
Approved with recommendations for preliminary plat in staff report.
2. **Application:** Variance to parking regulations; **Location:** Willow Creek Trading Subdivision including Drashan Condominiums; **Addresses:** 167, 171, and 189 N Cora St.; 602, 604, and 610 Clinton St.; **Zone:** Historic Business (HB) **Applicant:** Willow Creek Trading Subdivision Parking Maintenance Association, Inc. **Owners:** Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.
Approved with conditions listed in staff report - amended plat request to follow.

OTHER BUSINESS:

3. Informal discussion – Multi-Site PUD, Julie Wesseling – **Proposed storage facility with office and 3 short-term rental units in the Eastside Subdivision. Discussion was a lot about this importance of the proposed location as a gateway to the Town and the importance of the visual appearance of any potential use.**
4. Master Plan process update – **Received 6 strong proposals, plan to interview 3 on April 9 and 10, will bring recommendation to Council on April 11.**
5. Downtown Parking Assessment update – **Project with DOLA and Colorado Main Street, is going under contract now, project will start very soon, to be complete by June 30, 2018.**

APPROVAL OF MINUTES:

6. Minutes from the meeting of February 27th, 2018
Approved.

ADJOURN REGULAR MEETING

From: Hannah Hollenbeck
To: [Jennifer Coates](#); [Connie Hunt](#); "[Katie Sickles](#)"
Cc: [dbatchelder](#); [Robb Austin](#); [Bette Maurer](#); cvpike@gmail.com; "[Shirley Diaz](#)"; [Hannah Hollenbeck](#)
Subject: OCHAC 5 Year Strategic Plan Update and Request for Input
Date: Friday, March 16, 2018 10:23:38 AM
Attachments: [List to Entites regarding HA.pdf](#)

Jen, Connie and Katie:

A quick update on the status of the five year strategic plan: OCHAC is using input from the two housing needs assessments the first done in 1998 and the second in conjunction with San Miguel County in 2009. The local information being used by OCHAC is a survey of the elected officials, information acquired at a forum to determine what people seeking housing actually want, information acquired at a forum for the building/development community. The last piece of information we need to finalize the plan is contained in the attached brief questionnaire. We are sending this to the administration level so that you can determine the most expeditious to get this info back to OCHAC.

On another note, the current IGA has expired and needs to be addressed. We [OCHAC] well send to the three entities a revised IGA with a one year time extension in the near future. There also needs to be a discussion on what the three entities want for the future of a multi-jurisdictional housing entity. Given that the OCHAC five year plan should be completed in early summer and Ridgway is including a housing component in its master plan, it would be helpful for OCHAC to have input on when that discussion would be most beneficial.

We look forward to your answers/direction on the brief questionnaire as well as input on the timing of a discussion for the future of a housing entity.

Respectfully,

Don Batchelder for OCHAC

Hannah Hollenbeck
Deputy Clerk of the Board
Ouray County

P.O. Box C
Ouray, CO 81427
(970) 325-7320 x32

Questionnaire to City, Town and County

March 15, 2018

1. Does your entity feel it is necessary to have a housing authority/director? If yes, what timeframe for implementation?
2. What services would be helpful for your entity from a housing authority/housing director?
 - a. Information resource for housing development (tax credits, grants, funding opportunities, etc.)
 - For developers, or governmental entities, or both
 - b. Qualification and compliance of units and home seekers (assuming there are units with necessary restrictions)
 - c. Developing / building housing units
3. Do you have suggestions for potential revenue streams to support a housing authority/director?