

Ridgway Town Council
Regular Meeting Agenda
Wednesday, October 10, 2018
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

ROLL CALL Councilors Robb Austin, Tom Heffernan, Ellen Hunter, Ninah Hunter, Tim Malone, 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 regarding Council actions, and to discuss matters subject to negotiations regarding public property, water rights and water supply. The Council may reconvene into executive session at the end of the regular meeting.

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 September 12, 2018.
2. Minutes of the Workshop Meeting held September 24, 2018.
3. Register of Demands for October 2018.
4. Request for water leak adjustment for 600 River Park Drive, Account No. 6920.1.
5. Appointment of Amanda Gabrielson and Diane Thompson to the Ridgway Creative District, Creative Advocacy Team.

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.

6. Update on the 2018 Juvenile Services Program and request for funding in 2019 - Wendy Crank, Director.
7. Presentation and request for funding in 2019 - Ilana Moir, Director of Conservation for the Colorado West Land Trust.
8. Quarterly report from the Ridgway Area Chamber of Commerce - Colin Lacy, Chamber President.

PUBLIC HEARINGS Public comments will be limited to 5 minutes per person; hearings may be limited to 20 minutes.

9. Adoption of Ordinance of the Town of Ridgway, Colorado Amending the Ridgway Municipal Code Section 9-1-17 to Update Water Service Rates and Water Base Allocations - Town Manager.

LAND USE Public comments will be limited to 5 minutes per person; hearings may be limited to 20 minutes.

10. Release of Subdivision Improvements Agreements for Ridgway Land Company (Lot 3 PUD, Ridgway Land Company Subdivision, Reception No.'s 147698 and 159522) - Town Manager.
11. Release of Subdivision Improvements Agreement for Lot 2 Joint Venture (Filing 1 Ridgway Village, Reception No. 191628) - Town Manager.
12. Release of Subdivision Improvements Agreement for Ridgway Village Condos (First Amendment to Ridgway Village West Condominiums, Filing 1, Reception No. 198125) - Town Manager.

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

13. Introduction of an Ordinance of the Town Council of the Town of Ridgway, Colorado Prohibiting the Use of Certain Plastic Bags and Encouraging Citizens to Curtail Their Use of Single Use Plastics - Town Attorney.
14. Agreement with the State of Colorado Department of Public Safety Victim Assistance in Law Enforcement (VALE) for grant funds in 2019 - Town Manager.
15. Intergovernmental Agreement with the City of Ouray and Ouray County for shared Ouray County Victim's Assistance Services - Town Manager.
16. License Agreement for access to Railroad Street from Lot A, Park Subdivision - Town Attorney.
17. Resolution Opposing "Amendment 74", an Attempt to Amend the Colorado Constitution to Drastically Limit State and Local Government Services at High Costs to Taxpayers - Town Attorney.
18. Resolution Supporting "Proposition 110" Transportation Sales Tax, to Increase Transportation Funding Across Colorado - Town Attorney.
19. Appointments to Ridgway Board of Appeals, pursuant to Municipal Code Section 6-1-5 - Mayor Clark.

MANAGERS UPDATE

Downgrade from Stage 2 Water Restrictions (Mandatory Water Restrictions) to Stage 1 Water Restrictions (Voluntary Restrictions) effective October 11, 2018.

Planning Commission update.

Master Plan Update.

Update on Fee Schedules.

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:

Council Appointed Committees, Commissions, Task Forces:

Ridgway Parks, Trails & Open Space Committee - Councilors Austin, N. Hunter and Mayor Pro Tem Johnson

Ridgway Planning Commission - Councilor E. Hunter and Mayor Clark

Ridgway Creative District Creative Advocacy Team - Councilor N. Hunter

Ridgway Scholarship Committee - Councilors Malone, Mayor Pro Tem Johnson and Mayor Clark

Council Board Appointments:

Ouray County Weed Board - Councilor E. Hunter; alternate - Town Engineer

Ouray County Joint Planning Board - Councilor E. Hunter, citizens Rod Fitzhugh & Tom McKenney; alternate-Mayor Pro Tem Johnson

Sneffels Energy Board - Mayor Clark and Town Manager; alternate - Mayor Pro Tem Johnson

Ouray County Multi-Jurisdictional Housing Advisory Committee - Councilor Heffernan; alternate - Town Manager

Region 10 Board - Mayor Clark

WestCO Dispatch Board - Town Marshal; alternate - Town Manager

Gunnison Valley Transportation Planning Region - Town Manager; alternate - Town Engineer

Ouray County Transit Committee - Community Initiatives Facilitator; alternate - Town Manager

Ouray County Water Users Association - Councilor E. Hunter

Council Participation and Liaisons:

Chamber of Commerce - Councilmember Malone

Communities That Care Coalition - Mayor Clark

Ouray County Fairgrounds - Councilor Hunter

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, November 7, 2018 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
SEPTEMBER 12, 2018

CALL TO ORDER

The Mayor called the meeting to order at 5:30 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. Councilors Austin, Heffernan, E. Hunter, Malone and Mayor Clark were in attendance. Councilor N. Hunter was absent, and Mayor Pro Tem Johnson was not present for the roll call.

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 Councilor E. Hunter, seconded by Councilor Austin 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.

Mayor Pro Tem Johnson entered the meeting at 6:00 p.m.

CONSENT AGENDA

1. Minutes of the Regular Meeting of August 8, 2018.
2. Minutes of the Workshop Meeting held July 25, 2018.
3. Minutes of the Special Meeting on July 25, 2018.
4. Minutes of the Workshop Meeting of August 13, 2018.
5. Minutes of the Workshop Meeting held on August 22, 2018.
6. Register of Demands for September 2018.
7. Renew beer and wine liquor license for Panny's Place.
8. Appoint Sue Lake and Paula Marlatt to the Ridgway Creative District Creative Advocacy Team.

ACTION:

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

PUBLIC REQUESTS AND PRESENTATIONS

9. Ridgway Ouray County 2019 Memorandum of Understanding

Town Manager Jen Coates presented a draft Operational Memorandum of Understanding (MOU) between the Town and County addressing appointments, contributions and collaborative efforts between the agencies in 2019. She reported the Town is requesting an \$8,000.00 contribution from the County for the Town's mosquito control services which is an increase over last year's request. Coates explained the mosquito control budget expends approximately \$25,000 annually for supplies and salaries. The Town provides mosquito control for Ouray County, the Town and the State Park and will be requesting more reimbursement as costs increase.

Ouray County Commissioner Ben Tisdale reported on the broad band efforts and said specific attention should be focused towards the carrier neutral locations piece. He also commented that water resources have been highlighted in the document.

The Council discussed clarification regarding how the Town would "support" the County and found the County is seeking support for their conceptual expansion plan. The Council noted the second line on the second page of the draft is redundant and should be removed. They also commented that the 37-acre property stated as *located adjacent to the Town of Ridgway* in the MOU is located inside the Town of Ridgway.

ACTION:

Councilor E. Hunter moved to approve the 2019 Memorandum of Understanding between Ouray County and the Town of Ridgway with the deletion of the second line on the second page. Mayor Pro Tem Johnson seconded the motion and it carried unanimously.

10. Update and Request for the 'Carry On Ridgway Reuses' Campaign

Ridgway students Indigo Krois, Mary Gordon, and Eleni Wallin gave a presentation on the campaign which encourages residents to stop using or reuse plastic bags and straws. They spoke of the environmental hazards of plastic use, and set up information tables at events such as the Farmers' Market and River Festival to educate the community. The students submitted a petition with 148 signatures to the Town Council requiring the town to be a single-use community.

Many residents in the audience spoke in favor of the proposed ordinance, and there was no opposition.

The Town Council requested staff to review the draft ordinance submitted by the students, and present a draft for review at the next regular meeting. They also suggested reaching out to the Town's recycle service provider for information about reduced plastic use.

11. Region 10 Ouray County Broadband Project Update

Chris Kennedy, Region 10 Project Director gave a status report regarding the collaborative broadband efforts. He reported that the engineering estimates for the anchor builds in Ridgway are in, and the projected costs for that and the carrier neutral locations (CNL) will be about \$39,000 each for Ridgway, the City of Ouray and Ouray County in addition to matching funds through a Department of Local Affairs grant. He clarified the estimated costs are higher than expected because the installation is new construction.

Town Manager Coates explained the monies budgeted for the CNL and anchor build are only enough to do the CNL build. She explained two CNL's will be required to link with the regional network. Coates explained that since the CNL's should be considered a regional assets she asked for Town Council support to approve all but \$20,000 of the remaining budgeted funds to participate in the CNL installation. The Council agreed to move forward with the CNL installation.

12. Special Event Permit Application to close and use Clinton Street right of way from 555 Clinton Street to 620 Clinton Street, from 3:00-8:00 p.m. on Saturday, October 20, 2018 for a "Firkin Fest West" fundraising event for the for the Ridgway Chautauqua Society

Mayor Clark and Councilor Austin recused themselves from the hearing due to their affiliation with the Chautauqua Society.

Sue Husch, President of the Ridgway Chautauqua Society explained more time may be needed to set up for the event and asked to change the start time from 3:00 p.m. to 2:00 p.m. The Council discussed the application with her to ensure there were no other amendments on the permit.

ACTION:

Councilor Hunter moved to approve the Special Event Permit Application for the Ridgway Chautauqua Society for Saturday, October 20, 2018 as proposed in the packet submitted for the September 12, 2018 Regular Meeting, with one change to the permit for the event time to be from 2 p.m. to 7 p.m. Councilor Malone seconded the motion and it carried unanimously.

Mayor Clark and Councilor Austin reentered the hearing.

13. Update on 2018 activities and request for funding in 2019

Kim Wheels of Eco Action Partners updated the Council on the progress of the Eco Action Partners' programs and efforts to reduce greenhouse gasses and eliminate waste for San Miguel and Ouray County. She highlighted community composting programs, and other programs such as Green Lights, Green Business, and income qualified weatherization. Kim said Eco Action Partners was pleased with the participation in our region and noted the program saved 6,600 kilowatt hours last year. She invited the Town to continue with the partnership, and requested a \$6,000.00 donation for the Eco Action Partners' 2019 budget.

LAND USE

14. Request for 30 days to extend preliminary plat approval for the Lena Street Commons Planned Unit Development

The Town Manager explained the 90 day time frame on the conditions of approval for the preliminary plat has expired. She said staff has worked closely with the developer to ensure the conditions have been met. Coates recommended approval of the request because though the conditions have been met within the required time frame, the applicant is requesting a 30 day extension to ensure the preliminary plat submittal is complete she continued. Ms. Coates further explained the engineered design for Lena Street has been more difficult than anticipated causing delays and costs overruns. Since the cost share for the Lena Street development will be split 75% for the developer and 25% for the Town, and the Town's cost share will be approximately \$24,000.

ACTION:

Councilor Heffernan moved to approve the 30 day extension by the Developer in order to provide enough time to finalize the preliminary plat in collaboration with the town staff for the property located at 316 North Lena Street. Councilor Hunter seconded the motion and it carried unanimously.

PUBLIC HEARINGS

15. Adoption of an Emergency Ordinance of the Town of Ridgway, Colorado amending the Ridgway Municipal Code to provide a new section to Chapter 9-1 adding a definition for water wasting, creating water wasting regulations associated with mandatory water restrictions and augmenting enforcement provisions for water wasting.

Town Manger Coates presented a draft Emergency Ordinance No. 18-05 with changes pursuant to the request of the Council. She explained the time frame for residents to respond and remedy after being informed of a water leak once the emergency ordinance is enacted, is reduced to 48 hours before the water will be shut off. Ms. Coates noted that while the ordinance is in effect, residents must repair water leaks within 48 hours of notification or it will be a water wasting affirmative offense.

Mayor Clark opened the hearing for public comment and there was none.

ACTION:

Councilor Hunter moved to approve Ordinance 18-05. Mayor Pro Tem Johnson seconded the motion and it carried unanimously.

POLICY MATTERS

16. Request for water leak adjustment requests for Account #'s 8207.1 and 1710.5

The Town Manager explained that Ridgway Municipal Code 9-1-23 C says the adjustment shall not reduce the customer's bill below the cost to the Town to producing the water supplied through the meter. She said a recent analysis revealed the cost for the Town to produce water is \$10.50 per thousand gallons, and residents are charged only \$3.00 per thousand gallons. "There is a loss in revenue when the water rate is decreased. If the Town were to continue charging the leak adjustments at \$3/1000 there would be a significant loss in revenue as the Town would be subsidizing the cost of the water leak," Ms. Coates continued. Manager Coates asked the Council to consider if the current calculated cost to produce the water should be used in the water leak adjustments for both accounts based on the current code provisions.

The Town Council discussed the impacts of water leak adjustments and determining the cost on an annual basis. They agreed to not use the current calculated cost for the water bill adjustment until the rate change is implemented.

ACTION:

Mayor Pro Tem Johnson moved to approve both water leak adjustments at the rate of \$3/1000 based on past precedence. There will be no more water leak adjustments calculated at this rate in the future. Councilor Hunter seconded the motion and it carried with Councilor Austin opposing.

17. Resolution of the Town Council of Ridgway, Colorado Amending the Town of Ridgway Water Conservation and Management Plan

Manager Coates presented the changes to the draft Resolution 18-08 which included the Water Conservation and Management Plan. She noted that water use has not decreased even though restrictions have been put in place. Council discussed monitoring and enforcing restrictions in Stage II and III of the Plan with staff. The Council agreed that the Plan should state only the hours that watering is not allowed and that no irrigation or watering will be allowed between the hours of 10:00 a.m. – 7:00 p.m. They also agreed the restrictions applying to all outdoor irrigation including drip systems, hoses and hand-watering should be moved from Stage II to Stage III of the Plan.

SPEAKING FROM THE AUDIENCE:

Kuno Vollenweider commented that caution should be used with landscaping requirements of new homes and restrictions that would circumvent the requirements and found that exceptions were given over the summer for new plantings.

Tom McKinney suggested that excessive water use should be determined by the number of gallons actually used, and penalizing excessive use.

ACTION:

Councilor Heffernan moved to approve the changes in the Water Conservation and Management Plan based on the discussion and to approve Resolution 18-08 as amended. Councilor E. Hunter seconded the motion and it carried unanimously.

18. Introduction of an ordinance of the Town of Ridgway, Colorado amending the Ridgway Municipal Code Section 9-1-17 to update water service rates and water based allocations

The Town Manager submitted a report that provided an overview and impacts to produce and deliver water for residents, non-residents and the school district. The base cost is not increased and the base water allocated is reduce in the first year per the request of the Town Council. The report was made available to the public prior to the meeting via Town website, bulletin boards, Face Book and emails she noted.

SPEAKING FROM THE AUDIENCE:

Kuno Vollenweider did not think the base water allocation should be reduced, rather residents should be charged per 1000 gallons of water used. He asked how the water cost is determined, and what measures are being taken to maintain the water supply. The Town Engineer addressed his questions.

ACTION:

Councilor Heffernan moved to introduce an ordinance of the Town of Ridgway, Colorado amending the Ridgway Municipal Code Section 9-1-17 to update water service rates and water based allocations. Mayor Pro Tem Johnson seconded the motion and it carried unanimously.

19. Discussion of a resolution for the proposed November 2018 ballot measures

Town Attorney Bo Nerlin reviewed the proposed citizens' initiatives Takings, or Amendment 74, and the Transportation Sales Tax or Amendment 153 and reviewed the financial impacts with the Council. Mr. Nerlin proposed resolution (2018-09) for consideration in opposition of

Amendment 74 and recommend support of Amendment 153. There was discussion of both amendments and the Council agreed additional information is needed to assist in their decision of Amendment 153. They directed the Mr. Nerlin to submit background information for discussion at the next regular meeting.

ACTION:

Councilor E. Hunter moved to introduce Resolution 2018-09; a resolution opposing Amendment 74 in an attempt to amend the Colorado Constitution to drastically limit State and Local government services at a high cost to tax payers; with the direction that the Town Attorney put the resolution on Town letterhead, and to remove the letter s in the word costs in the resolution title. Mayor Pro Tem Johnson seconded the motion and it carried unanimously.

20. Ratify removal of fire restrictions on August, 2018 for restrictions previously implemented on July 18, 2018

ACTION:

Mayor Pro Tem Johnson moved to ratify the removal of the fire restrictions implemented on July 18, 2018. Councilor E Hunter seconded the motion and it carried unanimously.

21. License Agreement for access to Railroad Street from Lot A Park Subdivision – Town Attorney.

Mr. Nerlin explained the license agreement is to allow temporary access on Railroad Street for 30 days for the Railroad Museum.

ACTION:

Mayor Pro Tem Johnson moved to allow an additional 30 days of temporary access on Railroad Street for the Railroad Museum. Councilor Austin seconded the motion and it carried unanimously.

22. Letter of Collaboration with the University of Colorado to apply for a National Science Foundation grant

Mayor Clark said Ridgway is recommended to apply for the grant that provides creative solutions for food, energy and water. The Council discussed the application.

ACTION:

Councilor E. Hunter moved that a letter of support for the National Science Foundation be drafted for approval. Councilor Heffernan seconded the motion and it carried unanimously

23. Fabrication of a New Trough for Beaver Creek

Ms. Coates said bids will arrive September 13, the estimates will likely range between \$25,000-\$30,000, and requested authorization to approve the bid at the staff level.

ACTION:

Councilor Hunter moved to allow Staff the authority to approve a contract for reconstructing the troughs at Beaver Creek. Mayor Pro Tem Johnson Eric seconded the motion and it carried unanimously.

24. September Workshop and Meetings

Manager Coates informed the Town Council of the Master Plan community event on September 27, a budget workshop on September 20, an affordable housing workshop with the Department of Local Affairs and the Colorado Housing Authority on September 24, a Colorado Municipal League meeting on September 27 in Telluride, and the ArtSpace open house community event on October 4.

COUNCIL COMMITTEE REPORTS

Councilor Hunter reported on the Ouray County Water Users Association and said they working on water sources and grant monies to provide and maintain water in the county

Councilor Heffernan reported on Ouray County Affordable Housing Advisory Committee and said the Intergovernmental Agreement is ready for approval and they will be circulating the draft to the entities.

Councilor Austin reported on the Parks Trails and Open Spaces Committee (PARKS) and said musical instruments have been received for distribution in the Ridgway Parks. Seven instruments will be placed in Hartwell Park and one in Dennis Weaver Memorial Park. He also said Parks will be stripping the tennis courts for pickle ball.

The Town Council discussed placement and the pros and cons of a hitching post for horses in Hartwell Park. They agreed to invite people to the next Town Park Committee meeting to come to an agreement on the hitching post placement.

ADJOURNMENT

The meeting adjourned at 9:50 p.m.

Respectfully Submitted,

Karen Christian
Deputy Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF WORKSHOP MEETING
SEPTEMBER 24, 2018

The Town Council convened for a workshop meeting at 6:10 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance were Councilors Austin, N. Hunter, Mayor Pro Tem Johnson and Mayor Clark. Councilors Heffernan, E. Hunter and Malone were absent.

Town Clerk's Notice of Workshop to discuss housing partnerships, funding, development options and housing alternatives.

Bill Simpson from the Department of Local Affairs Division of Housing and Kathryn Grosscup from the Colorado Housing and Finance Authority were present to discuss diverse housing opportunities, the process and details of using Low Income Housing Tax Credits for housing development. Ms. Grosscup presented background information on tax credits and the impact of tax credits for housing development. Mr. Simpson discussed partnership and financing opportunities for various types of housing development. The Council asked questions and discussed options for the Ridgway affordable and workforce housing development.

ADJOURNMENT

The meeting adjourned at 8:20 p.m.

Respectfully Submitted,

Karen Christian
Deputy Clerk

Town of Ridgway
The Register of Demands
October 2018

Name	Memo	Account	Paid Amount
Rusty Weaver		Alpine-Operating Account	
	Aug/Sept 2018	719POO · Contractual Services	-1,000.00
TOTAL			-1,000.00
USABlueBook		Alpine-Operating Account	
	disposable gloves	934WOO · Safety Equipment	-56.19
	sampler	932WOO · Supplies & Materials	-144.83
TOTAL			-201.02
Ouray County Road & Bridge		Alpine-Operating Account	
	Sept 2018	660GO2 · Gas & Oil	-199.61
	Sept 2018	760POO · Gas & Oil	-100.39
	Sept 2018	960WOO · Gas & Oil	-266.14
	Sept 2018	960SOO · Gas & Oil	-152.96
	Sept 2018	860GO3 · Gas & Oil	-568.74
TOTAL			-1,287.84
CDC Janitorial		Alpine-Operating Account	
		732PO1 · Supplies - community center	-82.68
		732POO · Supplies & Materials	-61.45
		732POO · Supplies & Materials	-195.10
		732PO1 · Supplies - community center	-29.39
TOTAL			-368.62
Eurofins Eaton Analytical Inc.		Alpine-Operating Account	
		990WOO · Testing - water	-150.00
TOTAL			-150.00
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-19.58
		915SOO · Dues & Memberships	-19.57
TOTAL			-39.15
Caselle Inc		Alpine-Operating Account	
	Nov 2018	914SOO · Consulting & Engineering Servs	-159.50
	Nov 2018	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
Dana Kepner Company Inc		Alpine-Operating Account	
		988WOO · Taps & Meters	-1,003.10
TOTAL			-1,003.10
Alsco		Alpine-Operating Account	
		932WOO · Supplies & Materials	-24.69

Town of Ridgway
The Register of Demands
October 2018

Name	Memo	Account	Paid Amount
		932SOO · Supplies & Materials	-24.69
		732PO1 · Supplies - community center	-24.68
		632GO2 · Supplies & Materials	-24.68
TOTAL			-98.74
550 Publishing Inc		Alpine-Operating Account	
		540GOO · Printing & Publishing	-273.78
TOTAL			-273.78
Montrose Water Factory, LLC		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-11.50
		732POO · Supplies & Materials	-11.50
		932SOO · Supplies & Materials	-11.50
		932WOO · Supplies & Materials	-11.50
TOTAL			-46.00
Amerigas		Alpine-Operating Account	
	propane wtr plant	942WOO · Utilities	-1,068.09
TOTAL			-1,068.09
San Miguel Power Assoc, Inc.		Alpine-Operating Account	
	8/19-9/18/18	542GOO · Utilities	-74.05
	8/19-9/18/18	638GO2 · Street Lighting	-321.85
	8/19-9/18/18	642GO2 · Utilities	-46.92
	8/19-9/18/18	742POO · Utilities	-231.94
	8/19-9/18/18	742PO1 · Utilities - community center	-74.05
	8/19-9/18/18	842GO3 · Utilities	-74.04
	8/19-9/18/18	942SOO · Utilities	-3,552.31
	8/19-9/18/18	942WOO · Utilities	-640.60
TOTAL			-5,015.76
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - Fusion	860GO3 · Gas & Oil	-63.74
TOTAL			-63.74
Sani Serv LLC		Alpine-Operating Account	
	portapotties - Oct 2018	732POO · Supplies & Materials	-220.00
TOTAL			-220.00
Caterpillar Financial Services C...		Alpine-Operating Account	
	3rd qtr 2018	691GO2 · Equipment Lease - CAT	-1,576.69
	3rd qtr 2018	991SOO · Equipment Lease - CAT Equip	-1,576.69
	3rd qtr 2018	991WOO · Equipment Lease - CAT Equip	-1,576.69
TOTAL			-4,730.07
GCR Tires & Service		Alpine-Operating Account	

Town of Ridgway
The Register of Demands
October 2018

Name	Memo	Account	Paid Amount
	tire - grader	661GO2 · Vehicle & Equip Maint & Repair	-724.24
TOTAL			-724.24
Consolidated Consulting Servi...		Alpine-Operating Account	
	engin - Lena St Commons (to be reimb)	519GOO · Contractual Services	-337.50
	engin - Mtn Market alley	663GO2 · Storm Drainage	-4,950.00
	engin - Vista Commons (to be reimb)	519GOO · Contractual Services	-776.25
	engin - 610 Clinton (to be reimb)	519GOO · Contractual Services	-675.00
	engin - Capital Assessment	914WOO · Consulting & Engineering Ser...	-7,205.00
	engin - Capital Assessment	914SOO · Consulting & Engineering Servs	-7,205.00
	stormwater plan	614GO2 · Consulting/ContractualServices	-935.00
TOTAL			-22,083.75
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-22.00
TOTAL			-22.00
Montrose County Sheriff's Office		Alpine-Operating Account	
	4th qtr 2018	885GO3 · Dispatch Services	-8,882.50
TOTAL			-8,882.50
petpickups.com		Alpine-Operating Account	
	dog p/up mitts	732POO · Supplies & Materials	-932.94
TOTAL			-932.94
Grand Junction Pipe & Supply ...		Alpine-Operating Account	
		988WOO · Taps & Meters	-1,288.40
		988WOO · Taps & Meters	-172.16
TOTAL			-1,460.56
SGM		Alpine-Operating Account	
	thru 9/15/18	552GOO · GIS Mapping - admin	-401.34
	thru 9/15/18	952WOO · GIS Mapping - water	-401.33
	thru 9/15/18	952SOO · GIS Mapping - sewer	-401.33
TOTAL			-1,204.00
Quill.com		Alpine-Operating Account	
		541GOO · Office Supplies	-17.98
		541GOO · Office Supplies	-163.30
		941WOO · Office Supplies	-72.33
		941SOO · Office Supplies	-72.33
TOTAL			-325.94
SGS Accutest Inc		Alpine-Operating Account	
		990WOO · Testing - water	-389.50

Town of Ridgway
The Register of Demands
October 2018

Name	Memo	Account	Paid Amount
TOTAL			-389.50
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - 2018 Explorer	860GO3 · Gas & Oil	-71.38
TOTAL			-71.38
InDesign Signs		Alpine-Operating Account	
	historic picture signs (7)	533GOO · Economic Development	-1,435.00
TOTAL			-1,435.00
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-11.23
		732POO · Supplies & Materials	-608.25
		932SOO · Supplies & Materials	-48.70
		932WOO · Supplies & Materials	-18.77
TOTAL			-686.95
Clarion Associates		Alpine-Operating Account	
	Aug 2018	513GOO · Planning Consulting	-11,596.58
TOTAL			-11,596.58
United States Postal Service		Alpine-Operating Account	
	Sept 2018 billing	951WOO · Postage - water	-89.67
	Sept 2018 billing	951SOO · Postage - sewer	-89.67
TOTAL			-179.34
Sealco		Alpine-Operating Account	
	patching	637GO2 · Paving & Maintenance	-4,162.00
TOTAL			-4,162.00
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-260.03
TOTAL			-260.03
Tiger Electric, Inc.		Alpine-Operating Account	
	photocell in bollards	631GO2 · Maintenance & Repairs	-223.34
TOTAL			-223.34
Verizon Wireless		Alpine-Operating Account	
		943SOO · Telephone	-73.61
		943WOO · Telephone	-122.07
		843GO3 · Telephone	-209.78
		543GOO · Telephone	-115.91
		643GO2 · Telephone	-52.46
		552GOO · GIS Mapping - admin	-10.01

Town of Ridgway
The Register of Demands
October 2018

Name	Memo	Account	Paid Amount
		952SOO · GIS Mapping - sewer	-10.00
		952WOO · GIS Mapping - water	-10.00
TOTAL			-603.84
England Fence Company		Alpine-Operating Account	
	Weaver Park	731POO · Maintenance & Repairs	-145.00
TOTAL			-145.00
Sensus USA		Alpine-Operating Account	
	FCC license	914WOO · Consulting & Engineering Ser...	-500.00
	FCC license	914SOO · Consulting & Engineering Servs	-500.00
TOTAL			-1,000.00
Clear Networx, LLC		Alpine-Operating Account	
	Oct 2018	543GOO · Telephone	-56.00
	Oct 2018	643GO2 · Telephone	-56.00
	Oct 2018	843GO3 · Telephone	-56.00
	Oct 2018	943WOO · Telephone	-56.00
	Oct 2018	943SOO · Telephone	-56.00
	Oct 2018	530GOO · Computer	-60.00
	Oct 2018	630GO2 · Computer	-60.00
	Oct 2018	830GO3 · Computer	-60.00
	Oct 2018	930WOO · Computer	-60.00
	Oct 2018	930SOO · Computer	-60.00
	Oct 2018	930WOO · Computer	-50.00
	Oct 2018	930SOO · Computer	-25.00
	Oct 2018	630GO2 · Computer	-25.00
	Oct 2018	843GO3 · Telephone	-55.00
TOTAL			-735.00
Xerox Corporation		Alpine-Operating Account	
	Sept 2018	948SOO · Office Equipment - Leases	-28.00
	Sept 2018	948WOO · Office Equipment - Leases	-28.00
	Sept 2018	548GOO · Office Equipment - Leases	-217.94
TOTAL			-273.94
Walmart		Alpine-Operating Account	
		732POO · Supplies & Materials	-44.60
		732PO1 · Supplies - community center	-98.98
		632GO2 · Supplies & Materials	-11.59
		932WOO · Supplies & Materials	-11.60
		932SOO · Supplies & Materials	-11.60
TOTAL			-178.37
Verizon Wireless		Alpine-Operating Account	
		943WOO · Telephone	-35.04
TOTAL			-35.04
Black Hills Energy-Hartwell Park		Alpine-Operating Account	

Town of Ridgway
The Register of Demands
October 2018

Name	Memo	Account	Paid Amount
		742POO · Utilities	-35.04
TOTAL			-35.04
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-6.45
		642GO2 · Utilities	-6.45
		942SOO · Utilities	-6.46
		942WOO · Utilities	-6.46
TOTAL			-25.82
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-25.80
TOTAL			-25.80
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-8.33
		942SOO · Utilities	-8.32
		942WOO · Utilities	-8.33
TOTAL			-24.98
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - community center	-18.67
		842GO3 · Utilities	-18.68
		542GOO · Utilities	-18.68
TOTAL			-56.03
Bruin Waste Management		Alpine-Operating Account	
	animal resistant cans	528GOO · Other - admin	-48,466.88
TOTAL			-48,466.88
Bruin Waste Management		Alpine-Operating Account	
	Aug 2018	516GOO · Refuse Collection Franchise	-11,885.65
TOTAL			-11,885.65



STAFF REPORT

Subject: Water Leak Adjustment
Address: 600 River Park Drive
Requestor: Rachel Mueller and Stephen Barnes
Owners: Rachel Mueller and Stephen Barnes
Initiated By: Jen Coates, Manager
Date: October 4, 2018

BACKGROUND:

Attached is a request for a water leak adjustment from Rachel Mueller and Stephen Barnes for a single-family residence at 600 River Park Drive, for excess usage of 58,700 gallons. After being notified by staff of increased usage, a leak was discovered and the owners promptly responded repairing the leak.

ANALYSIS:

Pursuant to Municipal Code Section 9-1-23 the Council has the authority to authorize water leak adjustments. The provisions are as follows:

9-1-23: WATER BREAK ADJUSTMENTS.

(A) The Town Council shall have authority to make an equitable adjustment to a water bill when the bill is extraordinarily high due to an undiscovered break downstream of the customer's meter if the break was not caused by the customer's negligence and the customer did not have a reasonable opportunity to discover the break more quickly than it was discovered.

(B) No adjustment shall be allowed unless the customer submits a written request for the adjustment within fifteen days of the mailing of the bill in question and unless the leak has been repaired.

(C) The adjustment shall not reduce the customer's bill below the cost to the Town of producing the water supplied through the meter.

FINANCIAL CONSIDERATIONS:

There is a loss in revenue when the water rate is decreased. If the Town were to continue charging the leak adjustments at \$3/1000 there would be a significant loss in revenue as the Town would be subsidizing the cost of the water leak by \$7.50/ 1000 gallons, as the current cost of water production is \$10.50/ 1000 gallons.

ANALYSIS:

Water leak adjustments are generally considered by the Town Council under the consent agenda. At the September 12, 2018 regular meeting of the Town Council, the Council considered two leak adjustment requests. Because of the now known cost of water (\$10.50/1000 instead of \$3/1000), the disparity with



current water charges, and the impending water rate adjustment ordinance that the Council will consider adopting on October 10th, the Council discussed at length whether or not the leak adjustment requests should be approved. After much discussion, the Council approved both requests and stated that they would be the last leak adjustments approved at the leak adjustment rate at \$3/1000 gallons. This would indicate that this request for adjustment would not be approved.

The customer was billed for 84,700 gallons, including 58,700 excess gallons. At the current rates in the Town Code, this total bill is \$305.80 (Customer has an ADU and is billed at the SFR/ADU rate of \$4/1000 for use over \$26,000 gallons). Based on the leak adjustment rate of \$3/1000, this would calculate to a credit of \$58.70 (total bill \$305.80 - \$247.10 (adjusted rate) = credit back \$58.70).

When the Town recalculated the cost of delivering water earlier this year, the cost was determined to be \$10.50 / 1000 gallons (no longer \$3/1000 gallons). Because of the increased cost to deliver water and the current water rates, a leak adjustment under the code today – pursuant to RMC 9-1-23(C) which states the leak adjustment rate will be the cost to the Town of producing the water – a leak adjustment will actually increase the otherwise billed cost for the leak.

See charts below for detailed billing of the: standard rate, \$3/1000 adjustment rate and \$10.5/1000 actual cost of producing water rate.

Standard Rate	base rate	9-18000	18-26000	over 26000	
		\$1/1000	\$2.50/1000	\$4/1000	Total Bill
	\$ 42.00	\$ 9.00	\$ 20.00	\$ 234.80	\$ 305.80

Leak Adjust \$3	base rate	9-18000	18-26000	over 26000	
		\$1/1000	\$2.50/1000	\$3/1000	Total Bill
	\$ 42.00	\$ 9.00	\$ 20.00	\$ 176.10	\$ 247.10

Leak Adjust \$10.5	base rate	9-18000	18-26000	over 26000	
		\$1/1000	\$2.50/1000	\$10.5/1000	Total Bill
	\$ 42.00	\$ 9.00	\$ 20.00	\$ 616.35	\$ 687.35

STAFF RECOMMENDATION:

Based on the Council discussion during the September regular meeting, the known cost of water and the impending water rate change ordinance that, if adopted on October 10th would implement the new fee structures on December 1, 2018, Staff recommends denying the leak adjustment of \$58.70 and leaving the regular billed rate of **\$305.80** as the amount due.

ATTACHMENTS:

Email dated Wednesday, September 13, 2018

Jennifer Coates

Subject: FW: 600 River Park August utilities

From: rachel mueller [<mailto:rachelinouray@yahoo.com>]

Sent: Thursday, September 13, 2018 10:36 AM

To: Wanda Taylor <wtaylor@town.ridgway.co.us>

Subject: 600 River Park August utilities

Hi Wanda,

I was writing to request an abatement on our water bill due to the leak we had at 600 River Park Drive (account 6920.1). We got right on it, within minutes of becoming aware of the situation; but it still incurred water charges beyond our normal flat rate. What a mess that was!

I know you field these requests, but wasn't sure what I needed to provide to you to officially make the request. This is the water charges on the bill I just received for August. If you look back at our history (to 2010), I believe it is the only time we've ever gone above our flat rate charge and it's definitely the first time I'm making a request of this kind.

Thanks,

Rachel Mueller and Stephen Barnes
303-579-1464



To: Town Council
From: Jen Coates, Town Manager
Date: October 4, 2018

RE: Ridgway Creative District Creative Advocacy Team (C.A.T.)

The C.A.T. is requesting the appointment of 2 members to their Council-appointed committee: Amanda Gabrielson and Diane Thompson. The C.A.T. is currently comprised of the following volunteers:

Betsy Baier – Chairperson
Brenda Ratcliff – Vice-Chairperson
Ashley King
Joan Chismire
Julia Reid
Ninah Hunter
Paula Marlatt
Sue Lake
Diedra Silbert

Recent resignations include: Mayor John Clark, Town Clerk Pam Kraft, Rick Bickhart and Ann Cheeks.

AGENDA ITEM #6



San Miguel & Ouray Counties
Juvenile Services
Wendy Crank, Director
(970) 729-2811



August 8, 2018

This year, Juvenile Services will celebrate 29 years of providing support for the youth of San Miguel and Ouray Counties to include support for issues of juvenile delinquency, including drug and alcohol use. We offer youth an alternative to formal court filing or a criminal record by creating opportunities for restitution under supervision which guides them toward positive choices. The Juvenile Services Program provides the youth community a variety of events to educate them and promote safe and healthy lifestyles. Unique to our program is the ability for youth to be directly referred for services by law enforcement, schools, social services and parents in need of support. Other juvenile programs require court referrals due to their state funding. We are able to offer our community increased services and early intervention due to our unique funding and your continued support.

We strive to be fiscally responsible and provide our stakeholders the best services at a cost that can fit in their local budgets. Juvenile Services has not requested its increase in funding since 2003. San Miguel County has been subsidizing our program since our beginning in 1990 in the form of revenue, office space, vehicles, etc. In 2002 San Miguel contributed just over \$21,000 and over the past 15 years, that subsidy has risen to over \$60,000 (see table). We cannot continue to maintain our current levels of service and intervention without all of our stakeholders contributing more to the entire cost of the program.

Note 2019 and 2020 Salary and Benefits shows increase of 15%

Agency	2002 Contribution	2018 Contribution	2019 Request (30% increase)	2020 Request (additional 30%)
San Miguel County	\$ 21,455	\$ 64,750	(\$ 65,163)	(\$ 62,477)
Ouray County	\$ 10,000	\$ 11,000	\$14,300.00	\$ 15,600
Town of Telluride	\$ 14,000	\$ 15,000	\$19,500.00	\$ 24,000
City of Ouray	\$ 5,000	\$ 5,500	\$7,150.00	\$ 8,800
Town of Ridgway	\$ 5,500	\$ 5,000	\$6,500.00	\$ 8,000
Town of Norwood	\$ 800	\$ 1,000	\$1,300.00	\$ 1,400
Mountain Village	\$ 3,000	\$ 10,000	\$13,000.00	\$ 10,000
Telluride Schools	\$ 3,000	\$ 4,500	\$5,850.00	\$ 7,200
Norwood Schools	\$ 3,000	\$ 3,000	\$3,900.00	\$ 4,800
Ouray Schools	\$ 3,000	\$ 3,000	\$3,900.00	\$ 4,800
Ridgway Schools	\$ 3,000	\$ 4,000	\$5,200.00	\$ 6,400
Total	\$ 71,755.00	\$ 126,750.00	\$ 145,763	\$ 167,257

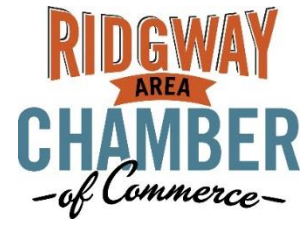
Since 2012, San Miguel County funding for the Juvenile Services program has increased by over 300%. Because of this, San Miguel County has advised that our division, which is under the Sheriff's Office, must increase our revenues. It is with this concern that we will be requesting a 30% increase in your annual commitment to our program in 2019. We are also going to be requesting an additional 30% in 2020.

Without added financial support we will have to cut needed services that our numbers and work load prove are essential in our communities. We appreciate your continued support for healthy and happy youth and families in your community. Our staff love the work we do and could not do it without your continued support.

With Gratitude,
Wendy Crank, Director

AGENDA ITEM #7

AGENDA ITEM #8



To: Town of Ridgway
From: Ridgway Area Chamber of Commerce
Subject: Q3 Interim Lodging Tax Report
Date: Friday, October 5, 2018

Dear Ridgway Town Council,

The RACC Board of Directors is happy to share our third quarter report with the Town of Ridgway. We are excited by the progress that continues to be made at the organization.

Included with this report is the Chamber's Lodging Tax P&L statement. As a reminder, RACC's QuickBooks structures are organized around the Town-approved marketing plan and managed by Middleton Accounting. These actuals are a direct pull from QuickBooks and reflect a continued diversification of investments designed to advance our local business community.

It has been a busy and exciting two months since our last report to the Town. Much of our attention has focused on our annual golf tournament, which was redesigned in 2017, with all net proceeds now being returned directly to the business community. This year the funding is being directed towards a new youth apprenticeship program that will support both our youth and business community in the short and long-term. We are very excited to share that the Chamber, in partnership with the Ouray Tourism Office, secured a \$10,000 grant from the Colorado Tourism Office (CTO) to support off-season marketing. Details are below. We see this as not simply an exciting new grant, but the beginning of a pivot in the Chamber's general marketing strategy to focus our resources on off-season promotion. Meanwhile, the Creative Corridor large matching grant of \$25,000 was approved earlier this month, which represents the continuation of an important Town/Chamber collaboration.

We continue to see progress being made as a result of the organizational infrastructure investments made in 2017, especially through RidgwayColorado.com and the exceptional group of contractors now engaged with the organization.

We look forward to hearing any questions or comments you have regarding this interim report and continuing to partner with the Town of Ridgway to advance the interest of local businesses and the community as a whole.

Sincerely,

A handwritten signature in cursive script that reads "Colin Lacy".

Colin Lacy

President, Ridgway Area Chamber of Commerce

Ridgway Area Chamber of Commerce
150 Racecourse Road
PO BOX 544, Ridgway, CO 81432
970-626-5181
RidgwayColorado.com

Staffing

As shared in the last report, Program Coordinator, Pamela Cannalte maintains a lead staffing role for the organization focused in particular on the operational/program management of our different tracks of work. In particular, management support to the Visitor Center, membership relations, and the implementation of select special projects throughout the year, including this year's golf tournament and Visitors Guide support. Pamela has been a terrific leader and contributor to the organization's mission and the community more broadly, and we are very proud to have her on our team.

Meanwhile, we are excited to share that we are officially dropping the "interim" in Hilary Lewkowitz's title following a successful three month engagement, which included leading on our successful CTO grant application. Hilary brings a unique background in sustainable tourism marketing and has worked on behalf of communities across Colorado and the world. This position, with direction from the board, will lead on the implementation of the Chamber's marketing strategy and activities. This includes working with the board to develop a new marketing strategy that focuses in particular on boosting economic activity in the low/shoulder season.

The combined average hours for Pamela and Hilary are in line with what we had budgeted for Peri's time, at approximately 25hrs/week. We have in effect broken out program implementation, membership and operations into one role and marketing management into another. We look forward this model proving effective over the coming months.

After 11 years of exceptional service, Judy King will be transitioning out of the role of Visitors Center coordinator. We are in discussion with potential candidates to fill the role in 2019. We thank Judy for her leadership, service and years of contributions to our community. Judy was recognized, together with all of our Volunteers at a Volunteer Appreciation dinner in September. An [article](#) is linked here and image below:



Our exceptional group of local consulting partners and staff, all based in Ridgway, now includes:

- *Program Coordinator* -- Pamela Cannalte
- *Marketing Director* – Hilary Lewkowitz
- *Online Content and Storytelling Consultant* – Tanya Ishikawa
- *Visitors Center and Volunteer Coordinator* – Judy King (transitioning in 2018)
- *Accounting* – Middleton Accounting (Jane Pulliam)
- *Website and Technology Partner* -- Peak Media (Josh Gowans)
- *Media and Design Partner* – Sprout Design Studio (Nicole Green)
- *Communications and Social Media Consultant* – Ashley King-Grambley
- *Youth Ambassador* – Elizabeth Mueller

Board of Directors

As noted in the last report, we are very happy to have two wonderful additions to the RACC board in Daniel Richards (Colorado Boy) and Amanda Swain (Ridgway Adventure Sports). This brings the Chamber to a full seven member board for the first time in several years.

- *President* – Colin Lacy (US2020)
- *Vice President* – Jason Bojar (Balance Natural Medicine)
- *Secretary* – Tim Patterson (RIGS)
- *Treasurer* – Barb Latham (Citizens State Bank)
- *At Large*
 - Erin Stadelman (Ouray County Fairgrounds and Rodeo Association)
 - Daniel Richards (Colorado Boy)
 - Amanda Swain (Ridgway Adventure Sports)

Colorado Tourism Office Grant

We are very excited to share that the Chamber, together with OTO, has received a Small Marketing Match Grant for \$10,000 from the CTO, which is based on a 25% match (\$2,500). RACC and OTO will be collaborating on the grant in an effort to increase countywide off-peak season visitation and visitor-driven economic opportunities. Both organizations recognize that summer tourism visitation is close to maximum capacity. In contrast, businesses struggle to keep a consistent cash flow during the off-peak seasons of October through April. **This is the first success application to the CTO by the Ridgway Chamber.**

Below is a press release that details the grant and opportunity:

Ridgway and Ouray Receive State Grant to Promote Off-Peak Season Tourism

The Ridgway Area Chamber of Commerce (RACC) and the Ouray Tourism Office (OTO) are pleased to announce their recent award of a \$10,000 marketing grant from the Colorado Tourism Office to promote countywide, off-peak season visitation and tourism-driven economic opportunities. Ridgway and Ouray recognize that summer tourism visitation is at or near maximum capacity. In contrast, local

businesses struggle to keep a consistent cash flow during the shoulder seasons of October through April. The marketing grant will be used to target off-peak season months in an effort to increase tourism-driven economic opportunities for local businesses. This is the first tourism-related, countywide collaboration that will lay the foundation for future marketing strategies around off-peak season travel periods, and Ridgway Chamber's first state Tourism Office grant award as the lead applicant.

The two biggest challenges for Ridgway and surrounding area business owners are seasonal swings (off-peak season income) and hiring/retaining employees, according to a 2017 study conducted by Durango-based RPI Consulting. Over the years, Ridgway and Ouray have seen businesses close because of decreased cash flow during the slower months. It has also been challenging to hire and retain employees without being able to promise year-round employment. The purpose of this new initiative is to increase visitors during the off-peak seasons, which will directly impact the success of our local economy by bringing more financial (and workforce) stability to local businesses.

This grant will greatly enhance both Ridgway's and Ouray's current marketing programs. To date, Ouray and Ridgway have not worked together towards a collaborative countywide marketing strategy. In addition, neither Ridgway nor Ouray has specifically targeted off-peak season tourism in marketing campaigns. This grant will be the start of a long-term marketing strategy to unite Ouray County stakeholders towards a common goal of tourism development beyond the busy summer season. The marketing initiatives will be based on a series of itineraries highlighting countywide tourism assets that are accessible during the months of October through March. Target markets will be high-value outdoor enthusiasts and creatives that are looking to experience uncrowded and authentic Colorado mountain towns.

"We see this grant as only the beginning of a new and ongoing strategy to focus marketing efforts specifically on the off-peak season, and to do so in collaboration with Ouray. Our board believes this is where we can move the needle for our business community and their employees", commented Colin Lacy, RACC Board President.

"This grant represents an opportunity for Ouray and Ridgway to showcase our shared assets and unique experiences in the seasons where we would like to see more economic stability. Both the Ouray Tourism Office and Ridgway Area Chamber of Commerce share a vision of a sustainable, community-first and experience-based destination marketing program, and this forms the basis of a new collaborative strategy between the organizations. This grant, and the shoulders seasons, are our best opportunity to start moving forward on a sustainable path into the future. We applaud RACC for taking the lead on this grant and look forward to working with their excellent team in the upcoming year.", said Kat Papenbrock, Executive Director, Ouray Tourism Office.

Outside of just this CTO grant, RACC intends to guide its broader marketing strategy to focus in particular on this shoulder/low season period. This is a period that is critical for our businesses success and an area where we believe we can begin to move the needle in terms of impact. This grant would support the development of a marketing plan, which will include a series of itineraries based on existing initiatives: Creative Corridor, Hot Springs Loop, Colorado Spirits Trail, and San Juan Skyway. Itineraries will detail off-peak season tourism assets related to existing initiatives, and incorporate activities, restaurants and lodging throughout the county. This is just the beginning of a broader strategy to target the shoulder and low seasons.

Colorado Creative Corridor

RACC has teamed up with the Ridgway Creative District in gathering and presenting information and suggested itineraries to the Colorado Tourism Office for the Colorado Creative Corridor project, which is officially being kicked-off at the Creative Industries Summit in Greeley in May. The Chamber provided \$5,000 in matching funds in order for Ridgway to be included in this important project, which will bring additional visitors to the area during all times of the year. Not only will they come to the area but with the help of the suggested itineraries, they will visit a variety of businesses and “creatives” in the area, bringing income to the area in times that have historically been slower economically. We are excited for this project to continue to bring value to the business and creative economy for years to come, and look forward to this continuing to be an important example of the positive impact of Chamber/Town collaboration.

It is important to note RACC’s investment of \$5,000 to establish Ridgway as a Creative Corridor community reflects the single largest financial investment from any organization from any community involved with the Corridor. It is also RACC’s largest investment into a special initiative for the year.

We are very excited to have the \$25,000 CTO grant confirmed to support the initiative again in 2019. With regards to 2019, we will be reaching the \$5,000 community requirement by splitting the expense with the Town of Ridgway. We believe it is important for this to continue to be a joint effort between Town and Chamber, and we also believe this an important opportunity that we have yet to even begin to realize. Going forward, Hilary will serve in a lead strategy role from the Chamber’s end on how we can begin to capitalize on this significant investment and opportunity.

Website

RidgwayColorado.com remains the #1 Google search result for keyword “Ridgway Colorado” as well as other high value keywords. Site optimization is an ongoing effort, however we're continuing to invest in additional content and our staff/contractors continue to monitor the site and keep membership content fresh and up to date.

We have just begun incorporating the branding for the “Five Themes” (detailed below) within the website and are also beginning to incorporate the new itineraries within the site.

We are nearly complete with the development of a CRM (customer relationship management) for the website. With leadership from Peak Media, we will be using CiviCRM technology to better manage Chamber membership and online content. The technology will enable various functionality options, including improved membership content management on the site. One benefit will also be our ability to automate the membership renewal process, which will ultimately save the Chamber significant amounts of time on “membership drives”, which has typically been a major staffing capacity drain. As with any technology, its value will ultimately be dependent on how we use it and keep it up to date. Pamela is playing a lead role in uploading our current data into the new system and will manage the content and data input on an ongoing basis. Ultimately we believe this will be an important tool for us

to leverage in a variety of ways and allow us to function at a higher level, even with are relatively limited staffing capacity.

Visitors Guide

Development of the 2019 is well underway with leadership from our communications partner and Visitors Guide editor, Tanya Ishikawa. We are preparing to make additional improvements on the content, including the creation of a more county-wide narrative on select themes. For the first time, in 2019, the guide will have a single cover with both “Ridgway and Ouray”, which will significantly improve the user friendless of the guide and is another step in the right direction of Ridgway/Ouray collaboration.

100,000 copies were distributed this year as a result of the collaboration with Ouray. In 2017, we invested in improving and aligning the content of the Ridgway guide, in partnership with Tanya. We are very pleased with this significantly improved narrative and the alignment of the guide with the five marketing themes of Culinary Experiences, History & Heritage, Arts & Entertainment, Outdoor Adventure and Health & Wellness.

The 2019 guide will include an introduction from our 2019 Youth Ambassador Emma Wallin, who completed an interview and application process just this week. We again thank Elizabeth Mueller for her leadership role as our first Youth Ambassador in 2018 (details in the golf tournament press release below).

Golf Tournament

We were very proud of the results of this year’s golf tournament and impact that success can have on the community in 2019 and beyond. Please see below for our press release on the event:

Ridgway Chamber Golf Open kickstarts youth programs

Several Ridgway teens will get a boost along their career paths due to the new Ridgway Youth Apprenticeship Program, funded by proceeds from the Ridgway Chamber Golf Open. The tournament on Sept. 15 at the Divide Ranch and Club raised more than \$3,500, which will provide scholarships for **at least three** Ridgway students to participate in multi-week apprenticeships in 2019.

The program grew out of the chamber’s philosophy that local business success is predicated on local talent, and that the town’s first priority talent pool should be its existing residents and youth. The apprenticeships will include ongoing training and professional development above and beyond a traditional summer job, providing extra staffing capacity to local businesses at no cost during the busy summer months.

“I believe that if you had to pick a single proxy for community success it would be our youths’ ability to find jobs or create their own businesses here after high school or college. To achieve this, you need a strong economy and local businesses, strong schools that are graduating workforce-ready students, and other inputs such as a healthy environment, public safety and infrastructure,” said Ridgway Chamber Board President Colin Lacy.

“Part of the goal with the Apprenticeship Program is not simply to create opportunities for the few students who receive scholarships, but to generate increased awareness of the reality that youth who grow up in our community may not be able to stay or move back, given the significant and increasing costs of living and housing here. That has serious implications for the long-term strength of our community, so the Chamber is helping develop multiple collaborations between schools, students and businesses to address these challenges,” Lacy added.

Last year, the Chamber launched its Youth Ambassador program, to bring a youthful voice to Ridgway’s promotion and provide a local student with professional experience and skills development. Ridgway High School 12th-grader Elizabeth Mueller, who was the 2018 ambassador, was recognized for her work over the past year with an award of a \$500 college scholarship at the Golf Open’s luncheon. The Chamber is currently taking applications from 11th graders for the 2019 ambassador.

Based on a study completed by RPI Consulting, a Durango planning firm contracted by the Town of Ridgway, the #2 challenge of the local business community is quality employee recruitment and retention. The Apprenticeship and Ambassador programs can not only help train and retain quality employees, but also attract other young workers to the town when they see the faces of youth already employed here, Lacy explained.

The #1 challenge identified by the RPI study is slow business during the low season between October and May. This month, the Chamber in partnership with the Ouray Tourism Office secured a grant from the Colorado Tourism Office to develop off-peak season marketing campaigns in 2019.

In other youth outreach, the Chamber actively sought the participation of middle and high school students at this year’s Golf Open. Two student teams competed and the NuVista Credit Union Youth Team earned the Best Net Score, securing them a name plate on the Billings Artworks Trophies displayed at the Divide Ranch & Golf Club and the Ridgway Visitors Center. Two adult teams tied for the Best Gross Score, Ridgway Lodge & Suites and J Bar M Ranch. A coin toss determined that the Lodge & Suites team will get their team member names on the trophies.

As a reminder, Lodging Tax dollars were not allocated to the golf tournament.

Five Themes

With the support of our design partner, Nicole Green of Sprout Design Studio, we have developed a visual representation of the five marketing themes. As we have shared in previous reports, these themes are designed to capture the unique attractions of the Ridgway area and our goal has been to develop these themes and inline with marketing best practices, use them consistently across our media, including website, visitors guide, print ads, social media and visitor center. These are now being adopted across all of our platform in conjunction with the themes:



Print Media

The Chamber coordinated co-op ads with local businesses in the 2018 San Juan Skyways publication as well as in three quarterly publications of the Colorado Life magazine. Ridgway and the five themes will be part of the next three Colorado Life publications, which offers a major distribution channel not previously accessed by the Chamber.

Visitor Center

In the staffing section of this report we highlight our Volunteer Appreciation dinner and a thank you to the service of Judy King and all of the volunteers.

In this report, and over the coming months, we want to highlight the need for the Town and other stakeholders, including the Chamber, to begin a conversation of how we can make the necessary improvements to the Visitor Center building and surrounding land. As the Railroad Museum continues its exciting transition to the new location, there is an important need to assess the long-term future and design of the Visitor Center building and lot. This is a critical asset for the entire community and one that will ultimately require much more significant investment than the Chamber itself is capable of making to realize the potential of the asset. This is a request to begin a conversation between Town, Chamber, and the wider community of how we can invest in this asset in the long-term. We appreciated that opportunity to share some feedback with the Town's capital projects consultants and hope to continue that process. We would very much like to begin incorporating the planning process into our 2019 budget and work plan, as well as the technical assistant grant to the CTO.

It is important to note that Visitor Center numbers are down significantly this year with the transition of the railroad cars and structures. The current state of the building and grounds do not reflect well on the community and we look forward to partnering with the Town and others to make the necessary improvements, not only in support of visitors and the Visitor Center, but the overall image and satisfaction of residents as well.

Itineraries

Itinerary development is a project that we continue to work on and the itineraries are now included on the RidgwayColorado.com website as well as the Colorado Tourism Office's Colorado.com website in their Field Guide/Creative Corridor section of the website. These itineraries are important assets for the Visitors Center as well. The Chamber is committed to giving exposure to all five categories of business mentioned above and ultimately develop itineraries to include a wide range of activities, themes and times of the year. We will continue to send fresh itinerary content to Colorado.com, which will incite interest in Ridgway as a whole and provide inclusion of a cross-section of local businesses.

Itinerary development is an important way to collaborate with local partners and create strong, action-oriented content for both visitors and locals, which ultimately leads to more customers for local businesses and nonprofits.

Other Items of Note

Other projects in the works for RACC include:

- We continue to receive weekly leads from the Go-Colorado website and the Visitors Guide requests are up 20% over last year. We process these leads by sending each one a digital copy of our Visitors Guide and add them to our weekly "Specials & Events" e-blast, which now goes out to more than 2,000 targeted recipients.
- The Chamber is continuing to develop its online presence on Facebook and now on Instagram and Twitter too. We post local business specials and events on Facebook and are just starting to develop content for our Instagram and Twitter pages. We will continue to grow a strong online presence, promoting local business and Ridgway as a whole.
- We are excited to welcome Emma Wallin as our 2019 RACC Youth Ambassador who will be helping us with our online presence, providing coverage at local events and acting as an advocate for local businesses within the school system. She will also author the Ridgway welcome message to the 2019 Visitors Guide. A scholarship will be provided to the Youth Ambassador at the end of their term. We started the Youth Ambassador program with the vision and support of the Chamber's communications partner Tanya Ishikawa. This is an effort to amplify the youth voice and better connect local commerce with local education. This is a small first step for the Chamber to better connect local business with education. We again extend our appreciation to Elizabeth Mueller for serving as our first Youth Ambassador in 2018.

The Chamber is very pleased with the progress that continues to be made in 2018 and we sincerely thank the Council and all of the Town staff for their support and partnership.



Ridgway Area Chamber of Commerce
Profit & Loss for Lodging Tax Class
 January through September 2018

	Jan - Sep 18
Ordinary Income/Expense	
Income	
Lodging Tax Income	24,035.31
Total Income	24,035.31
Gross Profit	24,035.31
Expense	
Advertising and Promotion	
Collaboration and Networking	95.17
Itineraries	131.25
Online Media and Advertising,	5,703.95
Print Media and Advertising	3,882.72
Ridgway Online Presence Prj	168.20
Visitor's Guide Fullfillment, P	610.00
Website Upgrades and Operations	4,139.25
Total Advertising and Promotion	14,730.54
Creative District Corridor	5,070.00
Payroll Expenses	
Staff	14,869.49
Total Payroll Expenses	14,869.49
Visitor Center Operations	
Electric	213.14
Natural Gas	304.59
Property & Liability Insurance	506.00
Repairs and Maintenance	700.17
Telephone and Internet	1,038.95
Trash	50.30
Volunteer Expense	2,798.77
Water Cooler	34.99
Visitor Center Operations - Other	420.53
Total Visitor Center Operations	6,067.44
Visitor Center Upgrades/Merch	200.00
Total Expense	40,937.47
Net Ordinary Income	-16,902.16
Net Income	<u>-16,902.16</u>

AGENDA ITEM #9

Ordinance No. 18-06

AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO AMENDING THE RIDGWAY MUNICIPAL CODE SECTION 9-1-17 TO UPDATE WATER SERVICE RATES AND WATER BASE ALLOCATIONS.

WHEREAS, The Town of Ridgway (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the home rule charter of the Town (the “Charter”); and

WHEREAS, The Town is governed by its Home Rule Charter (“Charter”) as authorized by Article XX § 6 of the Colorado Constitution; and

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

WHEREAS, the Town Council desires to have water service rates at least near the cost of securing, treating and delivering water to end customers while promoting water conservation; and

WHEREAS, the Town Council understands the need to secure outside funding for many if not all water utility improvements and investments and partner agencies will closely scrutinize the water rate structures and base allocations of water before agreeing to any financial commitment for improvements.

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

SECTION 1.

Ridgway Municipal Code Section 9-1-17 Water Service Rates, is repealed and replaced, as follows:

* * *

9-1-17 WATER SERVICE RATES.

- (A) (1) Single family homes, mobile homes, churches, and non-profit lodges and civic organizations shall be subject to the following charges for each meter serving the customer:

Type of Customer	Minimum Monthly Charge 0 to Base gal./mo	Rate for Use over Base and up to 10,000 gal./month	Rate for Use 10,000 and up to 15,000 gal./month	Rate for Use Over 15,000 gal./month
Customer age 65 & over owning a single family home or mobile home, and enrolled in the Senior Rate prior to 1/1/2009*	<p>Beginning on 12/1/18: Base gallons: 7000 Base Cost: \$32.75;</p> <p>Beginning on 12/1/19: Base gallons: 6000 Base Cost: \$32.75;</p> <p>Beginning on 12/1/20: Base gallons: 6000 Base Cost: \$37.75;</p> <p>Beginning on 12/1/21: Base gallons: 6000 Base Cost: \$42.75;</p> <p>Beginning on 12/1/22: Base gallons: 6000 Base Cost: \$47.75;</p> <p>Beginning on 12/1/23: Base gallons: 6000 Base Cost: \$52.75</p>	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.
Vacancy Rate	<p>Beginning on 12/1/18: \$22.75;</p> <p>Beginning on 12/1/20: \$27.75;</p> <p>Beginning on 12/1/21: \$32.75;</p> <p>Beginning on 12/1/22: \$37.75;</p> <p>Beginning on 12/1/23: \$42.75</p>	N/A	N/A	N/A
All other Residential per dwelling unit (Multi-unit meters over their base allotment will be averaged and charged according to tier) ADUs = 0.72XUnit rate	<p>Beginning on 12/1/18: Base gallons: 7000 Base Cost: \$42.00;</p> <p>Beginning on 12/1/19: Base gallons: 6000 Base Cost: \$42.00;</p> <p>Beginning on 12/1/20: Base gallons: 6000 Base Cost: \$47.00;</p> <p>Beginning on 12/1/21: Base gallons: 6000 Base Cost: \$52.00;</p> <p>Beginning on 12/1/22: Base gallons: 6000 Base Cost: \$57.00;</p> <p>Beginning on 12/1/23: Base gallons: 6000 Base Cost: \$62.00</p>	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.

* Senior rates are no longer offered after 1/1/2009

(2) In order to qualify for the vacancy rate, the customer must notify the Town of the vacancy and pay a shut-off fee of \$30.00. Before the water can then be turned back on, the customer must pay a turn-on fee of \$30.00. No water may be used at that meter during the vacancy period. In the event of failure to meet these requirements, the bill shall be adjusted to the regular rate.

(B) (1) Accessory dwelling units shall be subject to a minimum monthly charge per unit calculated to be 0.72 x the principal residential unit rate as provided in Subsection (A)(1) above.

(2) Each unit in multiple residences and dwelling facilities including but not limited to duplexes, multi-family residences, apartments, mobile homes and mobile home parks, providing permanent residences and utilizing a single meter, shall be subject to the applicable rate for the principal residential unit rate as provided in Subsection (A) above. Water used in any month in the amount greater than the base amount e.g. (Base Amount in gallons at \$42.00 for the first unit + Base Amount in gallons at \$42.00 for the second unit, etc. for each unit or space served by the meter) shall be billed at the rates identified in Subsection (A)(1) for the associated base rate changes over time and the additional gallons used per unit.

(C) The following rates shall apply to the Ridgway public schools, but shall not include the provision of non-potable Town water for irrigation purposes:

Type of Customer	Minimum Monthly Charge	Rate for Use Over 10,000 gal./month and up to 50,000 gal./month	Rate for Use Over 50,000 gal./month
Ridgway Schools	Beginning on 12/1/18: Base gallons: 10,000 Base Cost: \$97.00 Beginning on 12/1/19: Base gallons: 10,000 Base Cost: \$105.00	\$10.50/1,000 gal.	\$15.00/1,000 gal.

(D) The sale of bulk water is prohibited.

(E) (1) All other customers (including customers with both a residential and a non-residential use on the same premises which are located in commercial, business or industrial zoning districts) shall pay the following charges for each meter serving the customer.

Type of Customer	Minimum Monthly Charge	Rate for Use Over 4,000 gal./month and up to 10,000 gal./month	Rate for Use Over 10,000 gal./month and up to 15,000 gal./month	Rate for Use Over 15,000 gal./month
All other Customers (commercial, industrial, multi-use, etc.)	Beginning on 12/1/18: Base gallons: 4,000 Base Cost: \$42.00	\$10.50 / 1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.

Provided, however, that accessory dwelling units inside Town shall be subject to a minimum monthly charge per unit calculated to be .72 x the principal unit rate as provided in Subsection (A)(1) above; and further provided, however, that if the non-residential use qualifies as an accessory use to a residence pursuant to the criteria of Subsection 7-3-13(A) of Town Zoning Regulations, such customer shall be subject to the rates in Subsection (A)(1) above.

(F) Water service charges shall be charged at the time service is first initiated and continue until the tap is abandoned.

(G) Minimum charges for periods of service less than one month shall be pro-rated.

(H) In the event that any two separate structures are served by Town water from a single meter under circumstances where none of the foregoing rates specifically apply, the rate shall be computed in conformity with the provisions of Subsection (B) with each structure considered a separate "unit" for purposes of the calculation regardless of its use.

* * *

SECTION 3.

Effective Date and Duration. Pursuant to Article III of the Charter, this Ordinance shall be effective December 1st, 2018.

* * *

SECTION 4.

Posted Notice. Pursuant to Article III, Section 3-7 of the Charter, the Town Clerk shall post copies of this Ordinance as amended or adopted.

* * *

SECTION 5.

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.

* * *

Section 6.

Public Hearing. A public hearing on this Ordinance was held on the 10th day of October, 2018 in the Town Council Chambers of the Town of Ridgway, 201 N. Railroad Street, Ridgway, CO 81432.

INTRODUCED before the Town Council of the Town of Ridgway, Colorado on the 12th day of September, 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 10th day of
October, 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 September 12th, 2018, published by title and posted thereafter, and adopted by the Town Council on October 10th, 2018.

(SEAL)

Pam Kraft, MMC, Town Clerk



To: Ridgway Town Council and Ridgway Community
From: Jen Coates, Town Manager; Chase Jones, Public Works; Joanne Fagan, Town Engineer
Date: September 4th, 2018, revised in red font on September 12, 2018
RE: Water Service Rates

Overview

The cost of operations for the Town's Water Fund is no longer covered by the customer water service rates. The current cost for the Town to produce 1000 gallons of water is estimated at \$10.50 per 1000 gallons of treated water. The rates charged in 2018 were determined many years ago at a cost of \$3.00 per 1000 gallons of treated water. In order to continue to provide Ridgway residents with reliable potable drinking water for years to come, and to encourage water conservation in support of the Town's water security and supply, a new water service structure is being proposed. The structure is intended to address current operation costs, maintenance costs, drought cycles, a growing population, and to promote water conservation. Due to the overall increase in cost, what is proposed is a phased in water rate structure.

The proposed ordinance that the Town Council will consider at the September 12th regular meeting proposes to change base allocation of water provided and the cost for the base allocation and water use above the base allocation. This table is a comparison of existing base amounts and rates and the proposed base amounts and rates:

	Residential	Non-Residential	School District
Current Base Amount (gallons)	9,000 gallons	4,000 gallons	16,000 gallons
New Base Amount (gallons)	7,000 gallons – in year 1 6,000 gallons – after year 1	4,000 gallons	10,000 gallons
Current Base Rate	\$42.00	\$36.75	\$97.00
New Base Rate	\$42.00 – year 1 (12/2018) \$42.00 – year 2 (12/2019) \$47.00 – year 3 (12/2020) \$52.00 – year 4 (12/2021) \$57.00 – year 5 (12/2022) \$62.00 – year 6 (12/2023)	\$42.00 – (12/2018)	\$97.00 – year 1 (12/2018) \$105.00 – year 2 (12/2019)
Current Extra Usage (gallons)	9,000 – 18,000 gal: \$1/1000 18,000 – 26,000 gal: \$2.50/1000 Over 26,000 gal: \$6/1000	4,000 – 10,000 gal: \$3/1000 Over 10,000 gal: \$4/1000	Over 16,000 gal: \$2/1000
New Extra Usage	Base – 10,000 gal: \$10.50/1000 10,000 – 15,000 gal: \$15/1000 Over 15,000 gal: \$20/1000	Base – 10,000 gal: \$10.50/1000 10,000 – 15,000 gal: \$15/1000 Over 15,000 gal: \$20/1000	10,000 – 50,000 gal: \$10.50/1000 Over 50,000 gal: \$15/1000

NOTE: the current cost for the town to produce and deliver water is \$10.50 / 1000 gallons; the base rate for residential usage in the proposed ordinance (\$42) does not cover the cost of delivering the water until the end of 2023, assuming the cost of water will remain at \$10.50/ 1000 over the next 6 years, which is not likely. Staff suggests the Council may want to consider covering the cost of delivering the base amount of water sooner than the end of 2023.



How the New Cost Structure Will Affect the Typical Water Bill

The median single-family home in Ridgway during the winter months uses roughly 3000 gallons. This data suggests the new base allotment (7,000 gallons beginning in December 2018 and 6,000 gallons beginning in December 2019) is twice or more what the average residential unit has demonstrated to need for showers, cooking and sanitation for a month. Usage over 6,000 gallons a month would likely be due to irrigation during the peak summer months or leaks for most users. From June 2015 to June 2018, 69% of water bills were under the proposed base of 6,000 gallons. Table 1 shows how this rate change will alter the base amount plus overages in any given month, for a typical residential bill.

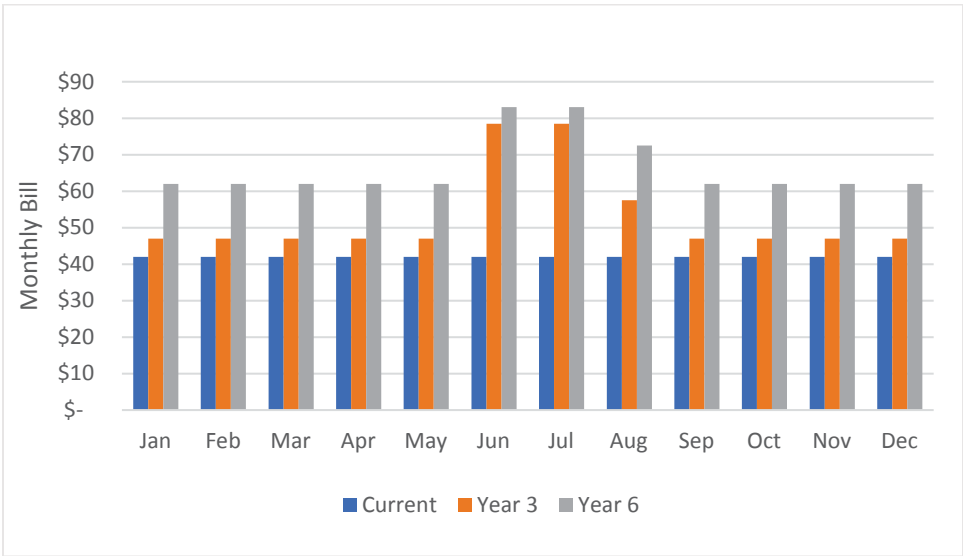


Table 1: How the water rate change would’ve affected the median 2017 residential user.

Table 2 relates water usage to cost changes for residential customers over the 6-year phasing period.

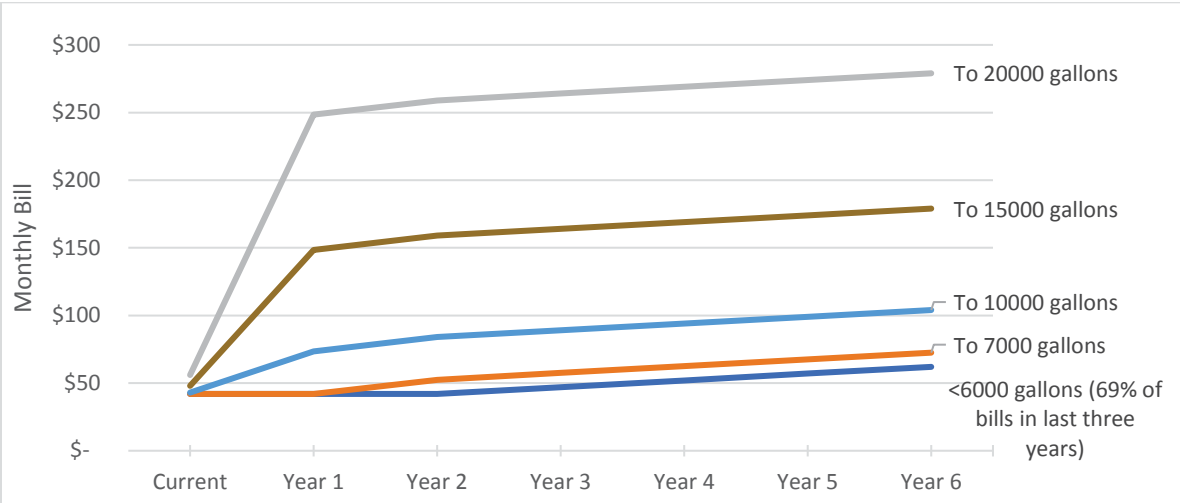


Table 2: Bill changes over the 6-years phasing period.



The following tables illustrate current rates and costs and future rates and costs for 1000s of gallons of water used for residential and non-residential users and the Ridgway School District.

Residential Users							
Water Use (gallons)	current \$	total cost (new rate) Year 1	total cost (new rate) Year 2	total cost (new rate) Year 3	total cost (new rate) Year 4	total cost (new rate) Year 5	total cost (new rate) Year 6
1,000	\$ 42.00	\$ 42.00	\$ 42.00	\$ 47.00	\$ 52.00	\$ 57.00	\$ 62.00
2,000	\$ 42.00	\$ 42.00	\$ 42.00	\$ 47.00	\$ 52.00	\$ 57.00	\$ 62.00
3,000	\$ 42.00	\$ 42.00	\$ 42.00	\$ 47.00	\$ 52.00	\$ 57.00	\$ 62.00
4,000	\$ 42.00	\$ 42.00	\$ 42.00	\$ 47.00	\$ 52.00	\$ 57.00	\$ 62.00
5,000	\$ 42.00	\$ 42.00	\$ 42.00	\$ 47.00	\$ 52.00	\$ 57.00	\$ 62.00
6,000	\$ 42.00	\$ 42.00	\$ 42.00	\$ 47.00	\$ 52.00	\$ 57.00	\$ 62.00
7,000	\$ 42.00	\$ 42.00	\$ 52.50	\$ 57.50	\$ 62.50	\$ 67.50	\$ 72.50
8,000	\$ 42.00	\$ 52.50	\$ 63.00	\$ 68.00	\$ 73.00	\$ 78.00	\$ 83.00
9,000	\$ 42.00	\$ 63.00	\$ 73.50	\$ 78.50	\$ 83.50	\$ 88.50	\$ 93.50
10,000	\$ 43.00	\$ 73.50	\$ 84.00	\$ 89.00	\$ 94.00	\$ 99.00	\$ 104.00
11,000	\$ 44.00	\$ 88.50	\$ 99.00	\$ 104.00	\$ 109.00	\$ 114.00	\$ 119.00
12,000	\$ 45.00	\$ 103.50	\$ 114.00	\$ 119.00	\$ 124.00	\$ 129.00	\$ 134.00
13,000	\$ 46.00	\$ 118.50	\$ 129.00	\$ 134.00	\$ 139.00	\$ 144.00	\$ 149.00
14,000	\$ 47.00	\$ 133.50	\$ 144.00	\$ 149.00	\$ 154.00	\$ 159.00	\$ 164.00
15,000	\$ 48.00	\$ 148.50	\$ 159.00	\$ 164.00	\$ 169.00	\$ 174.00	\$ 179.00
16,000	\$ 49.00	\$ 168.50	\$ 179.00	\$ 184.00	\$ 189.00	\$ 194.00	\$ 199.00
17,000	\$ 50.00	\$ 188.50	\$ 199.00	\$ 204.00	\$ 209.00	\$ 214.00	\$ 219.00
18,000	\$ 51.00	\$ 208.50	\$ 219.00	\$ 224.00	\$ 229.00	\$ 234.00	\$ 239.00
19,000	\$ 53.50	\$ 228.50	\$ 239.00	\$ 244.00	\$ 249.00	\$ 254.00	\$ 259.00
20,000	\$ 56.00	\$ 248.50	\$ 259.00	\$ 264.00	\$ 269.00	\$ 274.00	\$ 279.00
100,000	\$ 515.00	\$ 1,848.50	\$ 1,859.00	\$ 1,864.00	\$ 1,869.00	\$ 1,874.00	\$ 1,879.00
150,000	\$ 815.00	\$ 2,848.50	\$ 2,859.00	\$ 2,864.00	\$ 2,869.00	\$ 2,874.00	\$ 2,879.00
200,000	\$ 1,115.00	\$ 3,848.50	\$ 3,859.00	\$ 3,864.00	\$ 3,869.00	\$ 3,874.00	\$ 3,879.00



Non-Residential Users		
Water Use (gallons)	current \$	total cost (new rate)
1,000	\$ 36.75	\$ 42.00
2,000	\$ 36.75	\$ 42.00
3,000	\$ 36.75	\$ 42.00
4,000	\$ 36.75	\$ 42.00
5,000	\$ 39.75	\$ 52.50
6,000	\$ 42.75	\$ 63.00
7,000	\$ 45.75	\$ 73.50
8,000	\$ 48.75	\$ 84.00
9,000	\$ 51.75	\$ 94.50
10,000	\$ 54.75	\$ 105.00
11,000	\$ 58.75	\$ 120.00
12,000	\$ 62.75	\$ 135.00
13,000	\$ 66.75	\$ 150.00
14,000	\$ 70.75	\$ 165.00
15,000	\$ 74.75	\$ 180.00
16,000	\$ 78.75	\$ 200.00
17,000	\$ 82.75	\$ 220.00
18,000	\$ 86.75	\$ 240.00
19,000	\$ 90.75	\$ 260.00
20,000	\$ 94.75	\$ 280.00
100,000	\$ 414.75	\$ 1,880.00
150,000	\$ 614.75	\$ 2,880.00
200,000	\$ 814.75	\$ 3,880.00

Ridgway Schools			
Water Use (gallons)	current \$	total cost (new rate) Year 1	total cost (new rate) Year 2
10,000	\$ 97.00	\$ 97.00	\$ 105.00
11,000	\$ 97.00	\$ 107.50	\$ 115.50
12,000	\$ 97.00	\$ 118.00	\$ 126.00
13,000	\$ 97.00	\$ 128.50	\$ 136.50
14,000	\$ 97.00	\$ 139.00	\$ 147.00
15,000	\$ 97.00	\$ 149.50	\$ 157.50
16,000	\$ 97.00	\$ 160.00	\$ 168.00
17,000	\$ 99.00	\$ 170.50	\$ 178.50
18,000	\$ 101.00	\$ 181.00	\$ 189.00
19,000	\$ 103.00	\$ 191.50	\$ 199.50
20,000	\$ 105.00	\$ 202.00	\$ 210.00
50,000	\$ 165.00	\$ 517.00	\$ 525.00
75,000	\$ 215.00	\$ 892.00	\$ 900.00
100,000	\$ 265.00	\$ 1,267.00	\$ 1,275.00
150,000	\$ 365.00	\$ 2,017.00	\$ 2,025.00

Leak Adjustments

Chapter 9-1-23 of the Municipal Code provides for water break adjustments. The Town Council has the authority to adjust a customer's bill that is extraordinarily high, in the event of an undiscovered break in the customer's system, and considering certain criteria. The code provides for such price adjustment but "shall not reduce the customer's bill below the cost of the Town to deliver the water". For many years the Town has charged \$3.00/1000 gallons as the cost of delivering water. Over time, the cost of delivering water has increased to approximately \$10.50/1000 gallons in 2018. In 2007, the Council adopted a policy on how these leak adjustments would be calculated. Essentially, after the customer pays the rates in the code of up to 26,000 gallons, their bill may be adjusted to pay \$3.00/1000 for any water used over the 26,000 gallons.



With the current cost of water at \$10.50 /1000 gallons and the reduction in the base allocations of water to 6,000 gallons, 6,000 – 10,000 gallons, 10,000 – 15,000 gallons, and over 15,000, Staff recommends the charge for water use with a Council approved rate adjustment for any break be at \$10.50 per 1000 gallons for any use over 20,000.

Leakage - 168,900 gallons (total used in 1 month)

Current Regulations:

base rate for 9000 gallons = **\$42.00**

9000 – 18,000 gallons at \$1/1000 = $(\$1.00 \times 9000 \text{ gallons})/1000 =$ **\$9.00**

18,000 – 26,000 gallons at \$2.50/1000 = $(\$2.50 \times 8000 \text{ gallons})/1000 =$ **\$20.00**

26,000 - 168,900 = 142,900 gallons at \$3/1000 = $(142,900 \times 3)/1000 =$ **\$428.70** + \$42.00 + \$9.00 + \$20.00 = **\$499.70**

Proposed Ordinance:

base rate for 7000 gallons = **\$42.00**

7000 – 10,000 gallons at \$10.50 / 1000 = $(\$10.50 \times 3000 \text{ gallons})/1000 =$ **\$31.50**

10,000 – 15,000 gallons at \$15/1000 = $(\$15 \times 5000 \text{ gallons})/1000 =$ **\$75.00**

15,000 – 20,000 gallons at \$20/1000 = $(\$20 \times 5000 \text{ gallons})/1000 =$ **\$100.00**

20,000 - 168,900 gallons at \$10.50/1000 = $168,900 - 20,000 = (148,900 \text{ gallons} \times \$10.50)/1000 =$ **\$1563.45** + \$42.00 + \$31.50 + 75 + 100 = **\$1811.95**

Difference: Current Ord (\$499.70); Proposed Ordinance (\$1811.95) = \$1312.25

Leakage – 43,300 gallons (total used in 1 month)

Current:

base rate for 9000 gallons = **\$42.00**

9000 – 18,000 gallons at \$1/1000 = $(\$1.00 \times 9000 \text{ gallons})/1000 =$ **\$9.00**

18,000 – 26,000 gallons at \$2.50/1000 = $(\$2.50 \times 8000 \text{ gallons})/1000 =$ **\$20.00**

26,000 – 43,300 = 17,300 gallons at \$3/1000 = $(17,300 \times 3)/1000 =$ **\$51.90** + \$42.00 + \$9.00 + \$20.00 = **\$122.90**

Ordinance:

base rate for 7000 gallons = **\$42.00**

7000 – 10,000 gallons at \$10.50 / 1000 = $(\$10.50 \times 3000 \text{ gallons})/1000 =$ **\$31.50**

10,000 – 15,000 gallons at \$15/1000 = $(\$15 \times 5000 \text{ gallons})/1000 =$ **\$75.00**

15,000 – 20,000 gallons at \$20/1000 = $(\$20 \times 5000 \text{ gallons})/1000 =$ **\$100.00**

20,000 – 43,300 gallons at \$10.50/1000 = $43,300 - 20,000 = (23,300 \text{ gallons} \times \$10.50)/1000 =$ **\$244.65** + \$42.00 + \$31.50 + 75 + 100 = **\$493.15**

Difference: Current Ord (\$122.90); Proposed Ordinance (\$493.15) = \$370.25

AGENDA ITEM #10

RELEASE OF SECURITY AND SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENTS

WHEREAS, the Town of Ridgway, Colorado and Ridgway Land Company, a Colorado Limited Partnership entered into the following “Agreements and Amendments”, which are attached to this Release of Security and Subdivision Improvements and Agreements:

Ridgway Land Company Subdivision, Subdivision Improvements and Lien Agreement recorded on October 9, 1990 at Reception Number 147698 (Book 217, Pages 43-44);

Completion Date Amendment, dated April 10, 1991

Supplemental Subdivision Improvements and Lien Agreement recorded on June 9, 1995 at Reception Number 159522 (Book 300, pages 330-331

WHEREAS, the Town of Ridgway, Colorado, was granted security of an irrevocable letter of credit and also a lien on Lot 6, Replat of the Eastside Subdivision, toward completion of improvements specified in these Agreements and Amendments; and

WHEREAS, the requirements for the release of the security with respect to proper construction and acceptance of the improvements identified in the Agreements and Amendments are completed; and

WHEREAS, the obligations of the Subdivider under the Agreements and Amendments have been satisfied and completed.

NOW, THEREFORE, THE TOWN OF RIDGWAY, COLORADO, HEREBY RELEASES ANY REMAINING DEPOSITED SECURITY, INCLUDING THE RELEASE OF LOT 6, REPLAT OF THE EASTSIDE SUBDIVISION, WITH THESE SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENTS AND AMENDMENTS FOR THE RIDGWAY LAND COMPANY SUBDIVISION according to the official plat thereof on file in the Ouray County Records, which lien was created by that "Subdivision Improvements and Lien Agreement" and "Supplemental Subdivision Improvements and Lien Agreement", recorded under reception numbers 147698 amended on April 10, 1991, and reception number 159522, respectively. This Release shall not affect or release any other lien or security upon any other property in the Ridgway Land Company Subdivision, which was originally recorded on October 9, 1990 in the Ouray County Records under Reception Number 147701, nor affect or release any other lien or security upon any other property in the Replat of the Eastside Subdivision recorded on October 9, 1990 in the Ouray County Records under Reception Number 147703.

IN WITNESS WHEREOF, this document has been executed this _____ day of _____, 2018.

TOWN OF RIDGWAY, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____.

Witness my hand and official seal.

My commission expires:

Notary

(SEAL)

RIDGWAY LAND COMPANY SUBDIVISION
SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS AGREEMENT is entered into between Ridgway Land Company, a Colorado Limited Partnership, Grantor (hereinafter sometimes referred to a Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as Ridgway Land Company Subdivision and for the Planned Unit Development Plan for Lot 3, PUD, Ridgway Land Company Subdivision, as follows:

1. The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's Road, Water and Sewer System Specifications, and shall cause such improvements to be completed by the date specified below. Power and telephone facilities shall be constructed in compliance with the requirements of the affected public utility. "As built" plans and drawings will be submitted for the Water and Sewer System upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

A. Public Improvements

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost</u>
Streets (gravel)	7/1/91	\$106,635
Street Signs (Included with Streets)		
Water Distribution & Fire Prevention System	7/1/91	63,516
Sanitary Sewer System	7/1/91	104,409
Telephone & Electricity	7/1/91	80,066
Lot 3 Monuments	Completed following cut and fill operations	

B. Ridgway U.S.A. Association, Inc. Owned Improvements

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost</u>
Lot 3 Common Area Improvements	**	\$154,592
Irrigation Water System	7/1/91	29,732
Landscaping	7/1/91	19,500
Drainage Systems, including French Drain	7/1/91	Not Available

** Parking spaces, aisles and access roads and landscaping and other common area improvements as reasonably required to serve any building or unit shall be completed in accordance with the Master Plan prior to issuance of any Occupancy Permit for any building or unit. Such improvements shall meet the requirements of the Declaration of Covenants, Conditions and Restrictions recorded in Book 215, Page 870 of the Ouray County Records.

2. As security to guarantee the proper construction and acceptance of the above public improvements by the completion date specified, Grantors have delivered to the Town a clean irrevocable letter of credit in the estimated cost of such improvements.

Such letter of credit may be utilized or drawn upon by the Town to cause the improvements to be completed in any lawful manner and the Town shall be entitled to recover all its costs and reasonable attorney's fees if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as delinquent taxes are collected.

3. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. For 1 year from the date of the Certification of Completion, Subdivider agrees to correct and repair any defect in any public improvement which appears due to materials or workmanship, and shall be responsible for the costs of maintenance of the following improvements during such one year period:

All public improvements

All Association owned improvements shall be maintained by the Association.

4. This Agreement shall be binding upon the heirs successors or assigns of the Subdivider or the Town, provided that Subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
5. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or occupancy permits shall be granted or

issued and no sale of any lot may occur if
Subdivider is in breach of any provision of this
Agreement at any time. This Agreement may also be
enforced in accordance with the Colorado Planned
Unit Development Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as
of the 13 day of JUNE, 1990.

TOWN OF RIDGWAY, COLORADO

By *Donald L. Batchelder*
Mayor

ATTEST:

Jan Miller
Town Clerk

RIDGWAY LAND COMPANY,
a Colorado Limited Partnership

by *Robert N. Hunter, Jr.*
Robert N. Hunter, Jr.,
Managing General Partner

STATE OF COLORADO)
COUNTY OF OURAY) ss.

Subscribed and sworn to before me this 9th day of
October, 1990, by Donald L. Batchelder, Mayor and Jan
Miller, Town Clerk, of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My Commission expires: June 15, 1994

Marjorie Israel
Notary Public
325 So. Line, Ridgway, CO 81424
Address

STATE OF COLORADO)
COUNTY OF OURAY) ss.

Acknowledged before me this 27th day of June,
1990, by Robert N. Hunter, Jr., Managing General Partner of
Ridgway Land Company, a Colorado Limited Partnership.

Witness my hand and official seal.
My commission expires: 8/16/93

Charles G. Rahm
Notary Public
629 Fourth St., Ouray, CO 81427
Address

COMPLETION DATE AMENDMENT

THIS AMENDMENT is entered into between the Town of Ridgway, Colorado (Town) and Ridgway Land Company, a Colorado Limited Partnership (Developer or Grantor).

WHEREAS, the Town and Developer have entered into several agreements related to the development of the Ridgway Land Company Subdivision, they included Lot 3 PUD and the Replat of Eastside Subdivision, and

WHEREAS, the parties have agreed to extend various construction deadlines in order to allow Developer additional time to proceed with the development

NOW, THEREFORE, IT IS AGREED, as follows:

1. The Annexation and Utility Extension Agreement and Declaration of Covenants entered into between the parties as recorded in Book 217, Page 34 of the Ouray County Records is amended in the following respects:

The due date for completion of the sewer main construction found in paragraph I(A)(5) is amended to be 11/15/92.

2. The Subdivision Improvements and Lien Agreement for Replat of Eastside Subdivision recorded in Book 217, Page 48 of the Ouray County Records is amended as follows:

The completion dates of 7-1-91 for all public improvements and association owned improvements as specified in paragraphs 1(A) and 1(B) of said agreement are amended to 9/1/91.

3. The Subdivision Improvements and Lien Agreement for Ridgway Land Company Subdivision recorded in Book 217, Page 43 of the Ouray County Records is amended as follows:

The specified completion dates of 7-1-91 in paragraphs 1(A) and 1(B) of said Agreement for public and association owned improvements are amended to 7/1/93.

4. Developer shall provide an amended construction schedule pursuant to paragraph 1 of the Construction Procedures Agreement dated June 27, 1990 to the Town consistent with the amended dates herein.

5. On or before August 15, 1991, Developer shall submit to the Town either an extension of Irrevocable Letter of Credit No. 00235 issued by United Bank of Montrose or a replacement Letter of Credit acceptable to the Town in an amount

determined by the Town pursuant to the Letter of Credit Procedures of Agreement previously entered into between the parties with an expiration date at least 30 days beyond the latest of the dates specified in this Amendment.

THIS AMENDMENT IS DATED April 10, 1991.

RIDGWAY LAND COMPANY, a
Colorado Limited Partnership

by Robert N. Hunter, Jr.
Robert N. Hunter, Jr.
Managing General Partner

ATTEST:

Connie Jo Abshear
Connie Jo Abshear, Secretary

TOWN OF RIDGWAY

by Donald Batchelder
Donald Batchelder, Mayor

ATTEST:

Jan Miller
Jan Miller, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
10 day of April, 1991, by Robert N. Hunter, Jr.,
Managing General Partner and Connie Jo Abshear, Secretary, of the
Ridgway Land Company, a Colorado Limited Partnership.

Witness my hand and official seal.
My commission expires: 9-25-91

(SEAL)

Connie Jo Abshear
Notary Public

P.O. Box 333, Ridgway, CO 81432
Address

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
11 day of April, 1991, by Donald Ratchelder, Mayor of
the Town of Ridgway, Colorado and Jan Miller, Town Clerk of the
Town of Ridgway, Colorado.

Witness my hand and official seal.
My commission expires: 9-25-91

(SEAL)

Connie Jo Abshear
Notary Public

P.O. Box 333, Ridgway, CO 81432
Address

SUPPLEMENTAL
SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS AGREEMENT is entered into between Ridgway Land Company, Grantors (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

WITNESSETH:

The Subdivider agrees that in consideration of receiving a refund of \$14,000 held by the Town to secure uncompleted improvements for Eastside Subdivision and Ridgway Land Company Subdivision as follows:

- (1) The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's street, water and sewer specifications, and shall cause such improvements to be completed by the date specified below. "As built" plans and drawings will be submitted upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

<u>Public Improvements</u>	<u>Completion Date</u>
Regrade Hunter Parkway with additional gravel	8/1/95
Fairgrounds Lift Station	
(A) Electrical Modification for Portable Generator	6/15/95
(B) Stationary Generator and Appurtenants	12/31/95
Lot 3 Lift Station	
(A) Wired and Tested	6/15/95
(B) Stub Out Line for Lot 2	Sooner of Prior to Use of Lift Station or 12/31/95
Sewer Main into Lot 2	12/31/95
Replat of Lots 1 and 2 with Necessary Easements	12/31/95
Revised Easement for Lot 3	12/31/95
As Bults for Previously Completed Phase II Improvements	6/15/95

- (2) As security to guarantee performance and by the completion date specified, Grantor hereby grants, bargains and conveys to the Town a lien, prior to all mortgages, deeds of trust, liens and encumbrances other than the lien for general ad valorem taxes upon the following described property situated in Town of Ridgway, Ouray County, Colorado:

Lot 6, Replat of Eastside Subdivision according to the Official Plat thereof on file in the Ouray County Records.

Lot 6 may not be sold unless Subdivider obtains a release pursuant to Paragraph 4 below.

Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees if such

improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as delinquent taxes are collected.

- (3) When Subdivider has completed any or all of the required improvements, Subdivider shall submit, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and an appropriate portion of the security for the completed improvements may be released. For 1 year from the date of the Certification of Completion, Subdivider agrees to correct and repair any defect in any public improvement which appears due to materials or workmanship, except for the fixed generator which shall be subject to a 3-year period of correction.
- (4) Subdivider may obtain a release of the lien for any lot by paying the Town 150% of the cost to complete uncompleted improvements. Funds in the account will be returned to the Grantor for those improvements completed when the improvements are approved by the Town; and a complete set of "as built" plans are delivered to the Town. Such funds may be used by the Town to complete improvements not completed as required by Town Subdivision Regulations or this Agreement.
- (5) This Agreement shall be binding upon the heirs, successors and assigns of the Subdivider or the Town, provided that subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
- (6) This Agreement may be enforced by the Town in any lawful manner, including pursuant to the agreement specified in Paragraph 7(A) below and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or occupancy permits shall be granted or issued and no sale of any lot may occur if Subdivider is in breach of any provision of this Agreement at any time.
- (7) This Agreement supplements the following documents to provide revised completion dates for certain improvements and to substitute a lien for the previously required letters of credit as security for completion and maintenance obligations.
 - (A) Annexation and Utility Extension Agreement and Declaration of Covenants recorded at Book 217, Page 34.
 - (B) Subdivision Improvements and Lien Agreement - Ridgway Land Company Subdivision, Book 217, Page 43.
 - (C) Completion Date Amendment, Book 217, Page 397.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of June, 1995.

TOWN OF RIDGWAY, COLORADO

By

Mayor

ATTEST:

Dorothy Hunter
City Clerk

RIDGWAY LAND COMPANY,
a Colorado Limited Partnership

By *Robert N. Hunter III*
Robert N. Hunter III, President Huntridge
Management Corp. General Partner

By _____

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 1st day of June, 1995, by Don Batchelder, Mayor and Marilyn Hunter, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My commission expires: 01-27-98

(SEAL)



Joni McCullough
Notary

P.O. Box 10, Ridgway, CO
Address 81432

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 20 day of April, 1995, by Robert N. Hunter III, President Huntridge Management Corp. General Partner of Ridgway Land Company, a Colorado Limited Partnership.

Witness my hand and official seal.
My commission expires: February 16, 1998

(SEAL)



Arlene Hutchins
Notary

112 Village Square West
Address Ridgway, CO 81432

AGENDA ITEM #11

WHEREAS, the Town of Ridgway, Colorado and Lot 2 Joint Venture, LLC entered into a Subdivision Improvements Agreement recorded on May 25, 2006 in Ouray County records at Reception Number 191628; and

WHEREAS, the requirements for the release of the security with respect to proper construction and acceptance of the improvements identified in the Subdivision Improvements Agreement are completed; and

NOW, THEREFORE, THE TOWN OF RIDGWAY, COLORADO, HEREBY RELEASES ANY REMAINING DEPOSITED SECURITY WITH THIS SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE LOT 2 JOINT VENTURE, RIDGWAY VILLAGE WEST CONDOMINIUM, FILING 1 A CONDOMINIUM SUBDIVISION, LOCATED ON LOT 2B, NORTHRIDGE SUBDIVISION according to the official plat thereof on file in the Ouray County Records, which lien was created by that "Subdivision Improvements Agreement" recorded under reception number 191628 on May 25, 2006 in Ouray County records. This Release shall not affect or release any other lien or security upon any other property in the Ridgway Land Company Subdivision, which was originally recorded on October 9, 1990 in the Ouray County records under Reception Number 147701, nor affect or release any other lien or security upon any other property in the Ridgway Village West Condominium Subdivision, Filing 1 recorded on May 25, 2006 in the Ouray County records under Reception Number 191627, and as amended on June 25, 2008 in the Ouray County records under Reception Number 198126.

TOWN OF RIDGWAY, COLORADO

ATTEST:

[illegible]

Notary

(SEAL)

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is entered into between Lot 2, Joint Venture, LLC, Grantor (hereinafter sometimes referred to a Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as Filing 1, Ridgway Village:

1. The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's Road, Water and Sewer System Specifications, and shall cause such improvements to be completed by the date specified below. Power and telephone facilities shall be constructed in compliance with the requirements of the affected public utility and Town specifications. "As built" plans and drawings will be submitted for the Water and Sewer System upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

<u>Improvement</u>	<u>Completion Date</u>
Landscaping and walkways by Buildings D&E	6-1-07
Landscape – phase 1*	8-1-06
Irrigation system – phase 1*	Completed
Additional mailbox unit	8-1-06
Access easements, including Redcliff Circle (prep, paving,parking,striping,etc.)	Completed
Northridge building façade improvements	8-1-06
Other common element and limited common Element improvements.	Completed
Streets – Mall road including curb, gutter sidewalk, entry, pavement(gravel upper end)	Completed

Drainage	Completed
Street Signs	8-1-06
Water Distribution & Fire Prevention System	Completed
Sanitary Sewer System	Completed
Telephone & Electricity	Completed
Pedestrian Walkway railing	Completed
Playground Equipment and landscaping	8-1-06
Storm Water calculations	8-1-06
As built	8-1-06
Natural Gas	Completed

* Work not impacted by construction of Buildings D&E

2. As security to guarantee the proper construction and acceptance of the above improvements by the completion date specified, Grantors hereby have deposited a cash escrow with the Town in the amount of \$101,490.60. Such escrow may be used by the Town to recover all its costs and reasonable attorney's fees if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as delinquent taxes are collected.
3. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. For 1 year from the date of the Certification of Completion, (three years for 4" thick walkway and walkway south of the ditch) Subdivider agrees to correct and repair any defect in any public improvement which appears due to materials or workmanship. Private improvements shall be properly maintained thereafter by the lot owners and owner's association.
4. This Agreement shall be binding upon the heirs, successors and assigns of the

Subdivider or the Town, provided that subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.

5. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or occupancy permits shall be granted or issued and no sale of any lot may occur if Subdivider is in breach of any provision of this Agreement at any time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24th day of MAY, 2006.

COLORADO

TOWN OF RIDGWAY

By

Ratwill

Mayor

ATTEST:

Larn Kraft

Town Clerk

SUBDIVIDER: Lot 2 Joint Venture,

LLC

Wendy Louder Sisler

By

Manager

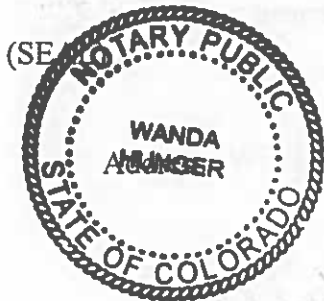


STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 24 day of May, 2006, by Pat Willits, Mayor and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.

My commission expires: 5/19/08



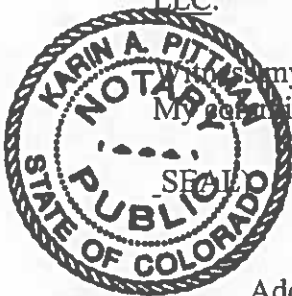
Wanda Hunger
Notary
35 Valley View Rd
Ridgway, CO 81432
Address

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Wendy Sisk, Manager of Lot 2 Joint Venture, LLC.

Witness my hand and official seal.

My commission expires: Jan 27, 2009



My Commission Expires
01/27/2009

Address
P.O. Box 2098

Ridgway, CO 81432

Karin Pittman
Notary
P.O. Box 2098
Ridgway, CO 81432
Address

AGENDA ITEM #12

WHEREAS, the Town of Ridgway, Colorado and Ridgway Village Condos, LLC entered into a Subdivision Improvements Agreement recorded on June 25, 2008 in Ouray County records at Reception Number 198125; and

WHEREAS, the requirements for the release of the security with respect to proper construction and acceptance of the improvements identified in the Subdivision Improvements Agreement are completed; and

WHEREAS, the Town released the security in the amount of \$14,636.25 on August 27, 2008 with check number 19778.

IN WITNESS WHEREOF, this document has been executed this _____ day of _____, 2018.

By: _____
Mayor

Town Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____.

My commission expires: _____

(SEAL)

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is entered into between Ridgway Village Condos, LLC, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as First Amendment to Ridgway Village West Condominium, Filing 1:

1. The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's Road, Water and Sewer System Specifications, and shall cause such improvements to be completed by the date specified below. Power and telephone facilities shall be constructed in compliance with the requirements of the affected public utility and Town specifications. "As built" plans and drawings will be submitted for the Water and Sewer System upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

<u>Improvement</u>	<u>Completion Date</u>
Landscaping	7-25-08
Drainage/grading/swales and reshaping the hill at the highway	7-15-08
As-Builts (CAD & paper format)	6-27-08

2. As security to guarantee the proper construction and acceptance of the above improvements by the completion date specified, Grantors hereby have deposited a cash escrow with the Town in the amount of \$14,636.25. Such escrow may be used by the Town to recover all its costs and reasonable attorney's fees if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as delinquent taxes are collected.
3. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. For 2 years from the date of the Certification of Completion, Subdivider agrees to correct and repair any defect in any public improvement which appears due to materials or workmanship. Private improvements shall be properly maintained thereafter by the lot owners and owner's association.
4. This Agreement shall be binding upon the heirs, successors and assigns of the Subdivider or the Town, provided that subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
5. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or occupancy permits shall be granted or issued and no sale of any lot may occur if Subdivider is in breach of any provision of this Agreement at any time.

June, 2008.

TOWN OF RIDGWAY, COLORADO

ATTEST:

By

Mayor

Town Clerk

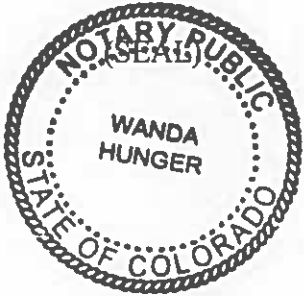
SUBDIVIDER Ridgway Village Condos, LLC

By

[illegible]

The foregoing instrument was acknowledged before me this 24th day of June, 2008, by Pat Willits, Mayor and Karen Morales, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My commission expires:



Wanda J. Hunter
55 Valley View Road
Address Ridgway, CO 81432

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 24 day of June, 2008, by Jon W DWIGHT, Manager, of Ridgway Village Condos, LLC.

Witness my hand and official seal.
My commission expires: 5/19/2012



Wanda Hunger
Notary
55 Valley View Rd
Address
Ridgway, Co 81432

AGENDA ITEM #13

ORDINANCE NO. 2018 - ____

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, PROHIBITING THE USE OF CERTAIN PLASTIC BAGS AND ENCOURAGING CITIZENS TO CURTAIL THEIR USE OF SINGLE-USE PLASTICS

RECITALS

A. **WHEREAS**, the Town of Ridgway (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the Home Rule Charter of the Town (the “Charter”); and

B. **WHEREAS**, the Town is governed by its Home Rule Charter (“Charter”) as authorized by Article XX § 6 of the Colorado Constitution; and

C. **WHEREAS**, it is the purpose of the Town Council to attempt to protect the health, safety and welfare of its citizens; and

D. **WHEREAS**, the Town supports efforts to reduce the amount of land-fill waste; and

E. **WHEREAS**, the use of single-use disposable plastics such as bags, straws, coffee stirrers, soda and water bottles have severe negative impacts on the environment, both on a local and global scale, including contributing to greenhouse gas emissions, litter, atmospheric acidification, water consumption and solid waste generalization, and harming wildlife; and

F. **WHEREAS**, the Town Council wishes to encourage its citizens to limit their use of disposable single-use plastics; and

G. **WHEREAS**, the Town Council desires to prohibit the use of certain plastic bags, which is necessary to address the environmental problems associated with disposable bags.

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

SECTION 1. RECITALS.

The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Council.

SECTION 2. AMENDMENT TO THE TOWN CODE.

The following sections shall be added creating Chapter 12, Section 12-3 Bag Restrictions of the Town of Ridgway Municipal Code:

12-3-1 DEFINITIONS.

The following terms used in this Section have the following meanings unless the context clearly indicates otherwise:

(A) *Business* means any commercial enterprise or establishment, including sole proprietorships, joint ventures, partnerships, corporations or any other legal entity whether for profit or not for profit and including all employees of the Business and any independent contractors associated with the Business.

Business does not include vendors at temporary or special events.

(B) *Disposable Plastic Bag* means a bag made from either non-compostable plastic or compostable plastic provided by a Business to a customer at a point of sale for the purpose of transporting goods.

Disposable Plastic Bag does not include:

- (1) Bags used by consumers inside stores to:
 - a. package bulk items such as fruit, vegetables, nuts, grains, candy or small hardware items;
 - b. Contain or wrap frozen foods, meat or fish;
 - c. Contain or wrap flowers, potted plants or other items where dampness may be a problem; or
 - d. Contain unwrapped prepared foods or bakery goods.
- (2) A non-handled bag used to protect a purchased item from damaging or contaminating other purchased items when placed in a recyclable paper bag or reusable bag.
- (3) Bags provided by pharmacists to contain prescription drugs.
- (4) Newspaper bags, door-hanger bags, laundry/dry cleaning bags, or bags sold in packages containing multiple bags for uses such as food storage, garbage, pet waste or yard waste.

(C) *Non-permitted Paper Bag* means a paper bag provided by a Business to a customer at the point of sale for the purpose of transporting goods, which does not meet the standards of a "Permitted Paper Bag."

(D) *Permitted Paper Bag* means a paper bag provided by a Business to a customer at the point of sale for the purpose of transporting goods, which meets all of the following requirements:

- (1) The bag is manufactured from 40% recycled content; and
- (2) The bag is 100% recyclable.

(E) *Reusable Carryout Bag* means a bag that:

- (1) is designed and manufactured to withstand repeated uses over a period of time;
- (2) is made from a material that can be cleaned and disinfected regularly;
- (3) is at least two and one-fourth (2.25) mils thick, if made from plastic; and
- (4) has the capability of carrying a minimum of eighteen (18) pounds.

12-3-2 TOWN-WIDE PROHIBITION ON DISPOSABLE PLASTIC BAGS

Effective January 1, 2019, Disposable Plastic Bags and Non-permitted Paper Bags shall not be sold or distributed, retail or wholesale, within Town limits by any Business. Businesses, citizens of the Town, and consumers within the Town are encouraged to use Reusable Carryout Bags or Permitted Paper Bags.

12-3-3 VIOLATIONS AND PENALTIES

(A) Any Person and/or Business, upon conviction of any violation of any provision of this Chapter 12, Section 3, shall be cited and subject to the Administrative Enforcement of the Ridgway Municipal Code, pursuant to Chapter 2, Section 4 of the Code, and penalty assessment under Section 2-4-13 of the Ridgway Municipal Code.

(B) No more than one (1) penalty shall be imposed upon a Person and/or Business within any seven (7) day period.

SECTION 3. SINGLE-USE PLASTICS

With the adoption of this Ordinance prohibiting the use of Disposable Plastic Bags and Non-permitted Paper Bags, the Town Council further encourages all of its citizens to limit or curtail their use of single-use plastics or disposable plastics such as straws, coffee stirrers, soda bottles, water bottles, cups, utensils and food packaging.

SECTION 4. ORDINANCE EFFECT

All Ordinances of the Town, or parts thereof, inconsistent or in conflict with this Ordinance are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

SECTION 5. 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.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect thirty days after passage.

SECTION 7 PUBLIC HEARING.

A public hearing on this Ordinance was held on the ____ day of November, 2018, in the Town Council Chambers, 201 N. Railroad Street, Ridgway, CO 81432.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Ridgway, Colorado, on the ____ day of October, 2018.

**TOWN OF RIDGWAY, COLORADO, A HOME
RULE MUNICIPALITY**

By: _____
JOHN CLARK, Mayor

ATTEST:

PAM KRAFT, Town Clerk

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

**TOWN OF RIDGWAY, COLORADO, A HOME
RULE MUNICIPALITY**

By: _____
JOHN CLARK, Mayor

ATTEST:

PAM KRAFT, Town Clerk

Approved as to Form:

BO JAMES NERLIN, Town Attorney

AGENDA ITEM #14

7th Judicial District
Victim Assistance and Law Enforcement Board
Grant Contract

Pursuant to the Assistance to Victims of and Witnesses to Crimes and Aid to Law Enforcement Act, Article 4.2, Title 24, C.R.S., the Victim Assistance and Law Enforcement Board of the 7th Judicial District has made the following award:

Grantee: Ridgway Marshal's Office
201 North Railroad Avenue
Ridgway, CO 81432

Grant Number: VA-19-013

Project Title: Ouray Law Enforcement Victim Services Program

Purpose of Grant Funds: VRA Crime Victim Services

Services/Equipment Being Funded: Personnel and/or Professional Services

Special Provisions of the Award: None

Grant Period: January 1, 2019 to December 31, 2019

Amount of Grant Award: \$28,032.00

This contract shall be between the Victim Assistance and Law Enforcement (VALE) Fund Board of the 7th Judicial District [Grantor] and Ridgway Marshal's Office[Grantee].

The parties acknowledge that the grant contemplated herein is made pursuant to Colorado Law and the Grantee specifically agrees to use the grant for the purposes specified in C.R.S. 24-4.2-105 (as amended).

IT IS HEREBY AGREED:

1. The amount awarded shall be disbursed on availability of funds. Equipment grants will be paid upon receipt of invoices and/or purchase orders. No disbursements will be made to agencies with delinquent reports. All award disbursements are contingent upon the availability of local VALE funds.
2. The contents of the grant application, as amended or modified, will become contractual obligations of the grant recipient and are incorporated into this contract as if fully set forth herein.
3. The funds awarded under this contract shall be disbursed in four (4) quarterly installments on or about February (first quarter), May (second quarter), August (third quarter), and November (fourth quarter); pending VALE board approval of all required reports and verification of expenses. *The third quarter payment will not be paid until receipt of the Grantee's semi-annual report, which is due by July 16th, 2019.*
4. Grantee agrees to submit to the Grantor, a semi-annual report due on July 16, 2019 and an annual report on January 15, 2020, and a copy of VOCA reports (if applicable), reflecting the status of program expenditures and progress toward program goals and purposes. The annual report should reflect the activities of the entire contract period.

- a. Reporting forms will be provided by the VALE Board. Grantees are required to use these forms.
 - b. If requested by the Grantor, the Grantee shall make any and all audit/financial statements, as well as Agency Books, available to the Grantor.
5. The Grantee will provide statistical information regarding the number of clients who are victims of crime and the nature of the assistance provided. The grant may be suspended or terminated by the Grantor for failure to comply with reporting requirements or if report information indicates inadequate achievement of grant purposes as outlined in the grant application. Prior to termination or suspension, the Grantee shall have an opportunity to meet with Grantor. The grant may be terminated by Grantee at any time. Unless an extension of time has been granted, all unused funds shall be returned to the Grantor at the end of the contract term or upon termination of the contract. Requests for extension of time will be submitted in writing, to the Grantor no less than thirty (30) days prior to the end of the contract. A quorum of the Grantor's Board shall make a determination concerning the extension request and the Grantee will be given notice of the decision, in writing, prior to the original end of contract.
6. Any proposed change in the use of grant funds must be submitted in writing and approved by the VALE Board, prior to any such change.
7. Any equipment or real property purchased with VALE funds must remain with the Grantee, and ownership is attached by the Grantor for three (3) years. After three (3) years, ownership is automatically transferred to the Grantee with no further conditions. Equipment or real property must be used for the purposes designated in the grant application. If the Grantee has not further use for the equipment or real property, this information shall be given to the Grantor in writing and the Grantor shall determine what is to be done with the equipment or real property.
 - a. If the Grantee has no further use for the equipment or intends to use the equipment in a manner other than stated, this information shall be given to the Grantor in writing and a quorum of the Grantor' Board shall make a determination concerning the equipment at their next meeting. Furthermore, a Grantee shall be given notice concerning the Board's decision in writing within 30 days of the decision.
8. In the event all of the monies paid to the grant recipient are not expended within the contractual period, the local VALE Board, in its discretion, may extend the time period of the contract or request that monies not used be repaid to the Board. The grant recipient shall submit written notification to the VALE Board by **December 3, 2019**, if the grant recipient will have any remaining funds at the end of the grant period. All unused funds shall be returned to the local VALE Board unless the grant recipient makes a request in writing for use of the funds beyond the grant period and such request has been approved, in writing, by the local VALE Board.
 - a. The Grantee's written request must be submitted using the Request to Move Funds and/or Extend Contract Period form.
9. Failure to comply with the reporting requirements may result in the Board's termination of this grant, return of awarded funds, and/or suspension of the grant. Failure to comply with reporting requirements may also jeopardize future funding to this grantee.
10. The grant recipient agrees that all funds received under this contract shall be expended solely for the purposes stated in the grant and approved by the local VALE Board. Any funds not so expended, including funds lost or diverted to other purposes, shall be repaid to the local VALE fund.
11. The grant recipient agrees to comply with all applicable non-discrimination legal mandates.

12. Non-compliance with any portion of this contract may result in the termination of the grant, withholding of the funds, returning money to the local VALE fund, and/or other action as deemed necessary by the members of the local VALE board.
13. All grant recipients shall make available to the Board or its authorized designee, upon request, all current records and other information, including audit/financial statements, relative to the implementation of the grant.
14. Amendments of any terms of this contract shall have prior approval of the local VALE Board. Requests to amend this contract shall be in writing.

Pursuant to C.R.S. 24-4.2-105 (4.7), we hereby certify that we have read and understand the right afforded to crime victims pursuant to section 24-4.1-303 and 24-302.5 and the service delineated pursuant to sections 24-4.1-303 and 24-4.304.

The grant recipient through the following signatories understands and agrees that any VALE monies received as a result of the awarding of the grant application shall be subject to the terms of this contract.

Dated this 4th day of September 2018.

The signatures certify that we have read the contract and are fully cognizant of our duties and responsibilities for this grant and project.

[Signature]
VALE Chairperson

9/07/18
Date

[Signature]
Project Director

9-4-18
Date

[Signature]
Financial Officer

9-4-18
Date

[Signature]
Authorized Official

9-4-2018
Date

Project Director: The person who has direct responsibility for the implementation of the project. This person should combine knowledge and experience in the project area with ability to administer the project and supervise personnel. He/she shares responsibility with the Financial Officer for seeing that all expenditures are within the approved budget. This person will normally devote a major portion of his/her time to the project and is responsible for meeting all reporting requirements. The Project Director must be a person other than the Authorized Official or the Financial Officer.

Financial Officer: The person who is responsible for all financial matters related to the program and who has responsibility for the accounting, management of funds, verification of expenditures, audit information and financial reports. The person who actually prepares the financial reports may be under the supervision of the Financial Officer. The Financial Officer must be a person other than the Authorized Official or Project Director

Authorized Official: The person who, by virtue of such person's position, is authorized to enter into contracts for the grant recipient. *This could include:* Mayor or City Manager, Chairperson of the County Commissioners, District Attorney, President or Chairperson of the Board of Directors, Superintendent, or other Chief Executive Officer.

AGENDA ITEM #15

INTERGOVERNMENTAL AGREEMENT
TOWN OF RIDGWAY, CITY OF OURAY, and OURAY COUNTY
SHARED VICTIM ADVOCATE(S) SERVICES

THIS AGREEMENT is entered into effective ____ day of _____, 2018, by and between: the Town of Ridgway, Colorado (Ridgway); and the City of Ouray, Colorado (Ouray), both of which are home rule municipalities within Ouray County, Colorado and Ouray County, Colorado (County), a statutory county in the State of Colorado, (collectively the Parties or individually the Party).

Purpose of Agreement

- A. Section 29-20-101 C.R.S., et seq. enables the Parties to enter into Intergovernmental Agreements (IGA) and authorizes each of the Parties to perform the functions described herein, as provided in Section 29-20-105 C.R.S.; and
- B. Intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. 29-1-203 and encouraged in order that the inhabitants of such political subdivisions may thereby secure high quality governmental services; and
- C. Ridgway, Ouray and Ouray County each recognize the need to employ an individual to act as Victim Advocate(s), to perform victim advocacy services for all of Ouray County; and
- D. The Parties recognize the fiscal and administrative benefits of utilizing one person to conduct victim advocacy services; and
- E. The Parties wish to memorialize their understandings regarding their agreement to share the financial and administrative responsibilities and services through employing the Victim Advocate(s); and
- F. The Parties entered into a similar Intergovernmental Agreement in 2018 for the same purpose.

In consideration of the covenants and conditions contained herein, the Parties agree as follows.

1. **Designation of the Victim Advocate(s).** The Parties must agree to the designation of any particular person to be employed as the shared the Victim Advocate(s).
2. **Financial Responsibilities.** The financial responsibilities for the employment of the shared Victim Advocate(s) shall be as follows:

- a. The shared Victim Advocate(s) shall be an employee of the Town of Ridgway and not the City of Ouray or Ouray County, and shall be compensated entirely by the Town of Ridgway through a grant provided by the State of Colorado for such services; however, the Parties recognize and understand that for the Fiscal Year 2019 the State of Colorado awarded only \$28,032 of the requested \$38,690 resulting in a shortfall of \$10,658. The \$28,032 is approved for 20 hours per week plus \$200 per week on call for 24 weeks, call-out pay at \$30/hour, plus FICA/Medicare and work comp costs. Unfunded services include: back-up coverage for remaining 28 weeks for on-call Victim Advocate services and associated call-outs, the costs of any major incidents requiring the 7th Judicial Victim Services Staff, the COVA conference and associated costs for lodging, meals, mileage, etc., and in-state mileage reimbursements. These unfunded services are estimated at \$10,658 in 2019.
 - b. The Parties agree to work together to identify supplemental sources in order to fund the \$10,658 gap for Victim Advocate services in 2019, pursuant to subsection e below.
 - c. The shared Victim Advocate(s), as a part time temporary employee of the Town of Ridgway, shall be compensated for any time in excess of forty (40) hours per week as provided in the Town of Ridgway's Personnel Regulations.
 - d. The shared Victim Advocate(s) shall be subject to the Town of Ridgway's Personnel Regulations, as may be amended, except the Victim Advocate(s) shall have no benefits with the Town of Ridgway, City of Ouray or Ouray County.
 - e. The Town of Ridgway has been awarded grant funding for 72% of the cost of the Victim Advocate(s) in 2019. In the event the Town of Ridgway anticipates expenses may exceed the grant award, the Town shall consult with the City and/or County to consider any additional expenditures. The City and/ or County shall only be responsible for an equal share after the Town has consulted with the City and/or County, and the financially impacted Party or Parties have agreed on the expenses to be reimbursed to the Town.
 - f. In the event of a worker's compensation claim related to work with the City or the County, the City or County shall cover the Town's expenses for that claim in the respective jurisdiction.
3. **Accountability.** The accountability requirements of the shared Victim Advocate(s) to the Parties shall be as follows:
- a. The Victim Advocate(s) shall provide a monthly written report to all Parties.

- b. The Victim Advocate(s) shall meet with the Ridgway Town Marshal, Ouray Police Chief, or Ouray County Sheriff upon request by any of the Parties.
- c. The Victim Advocate(s) shall submit comprehensive daily time sheets to Ridgway by 8:00 a.m. Monday morning, following the end of each bi-weekly pay period, or whatever the policy of the Town of Ridgway may be, if amended.
- d. To protect the Parties from false claims, the Victim Advocate(s) shall keep a daily log of services conducted, on a form approved by the Parties (Exhibit A).
- e. Notwithstanding the fact that the Victim Advocate(s) is an employee of the Town of Ridgway, the Town of Ridgway shall not be responsible for supervision and oversight of the Victim Advocate(s) in performing his or her responsibilities for the City of Ouray or Ouray County as further defined in ¶ 6 herein, and within the Victim Advocate(s) Contract of Employment. Such supervision and oversight shall be the responsibility of the Ridgway Marshal, Ouray City Police Chief or Ouray County Sheriff, for services rendered within the respective jurisdiction.

4. **Performance Issues.** Any performance issues shall be handled as follows:

- a. For purposes of this Agreement, Supervising Parties are assigned as follows:

<u>Jurisdiction:</u>	<u>Supervising Party:</u>
Town of Ridgway	Town Marshal
City of Ouray	Police Chief
Ouray County	Sheriff

- b. Minor issues, those issues warranting nothing more than an oral or written reprimand, should be brought to the attention of the Victim Advocate(s) first, by the Supervising Party (Ridgway Marshal, Ouray Police Chief, Ouray County Sheriff) in the jurisdiction where the minor issue occurred. In the event said minor issues cannot be resolved, the Ridgway Town Marshal shall be contacted. Issues deemed to be minor issues according to either of the Parties shall be addressed as soon as is practical, by the designated supervisor for the Victim Advocate(s) within each municipality or County.
- c. Issues deemed to be major issues, those issues warranting more than an oral or written reprimand, by either municipality or county, and possibly requiring disciplinary action shall be subject to the Town of Ridgway's Personnel Regulations. The Supervising Party (Ridgway Town Marshal, Ouray Police Chief, Ouray County Sheriff) shall submit any information on such issues, in writing, to the Ridgway Town Marshal (if outside of the Ridgway jurisdiction), and the Ridgway Town Marshal shall contact the Primary Administrator (Ridgway Town Manager, Ouray City Administrator, and /or Ouray County Administrator) of the participating jurisdiction for review.

5. **Fiscal Reporting.** Fiscal reporting responsibilities of the shared Victim Advocate(s) shall be as follows:
 - a. None.
6. **Job Responsibilities and Oversight.** Job responsibilities and oversight for the shared Victim Advocate(s) shall be as follows:
 - a. Pursuant to a grant awarded to the Town of Ridgway by the State of Colorado Department of Public Safety, Victim Advocate(s) shall provide victim advocate services for the months of January through December 2019 for all Parties. Victim Advocate(s) shall provide 24/7 on-call coverage during the 2019 calendar year. The duties shall be rendered in Ouray County, Colorado, or at such other place or places and at such times as the needs of the Parties may from time-to-time dictate.
 - b. On behalf of all Parties, all applicable duties as assigned by the Supervising Party shall be timely performed.
 - c. The Supervising Parties shall be responsible for victim advocacy solely within their own boundaries and jurisdiction. Nothing contained in this Agreement shall place a burden or responsibility on any Party to provide services within the jurisdiction or boundaries of any other Party.
7. **Insurance.** The Parties shall, without waiving any governmental immunity protections to which they and their officials or employees are entitled under C.R.S. 24-10-101, et seq., to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this agreement, if either of the Parties does not already have such insurance, and to maintain such insurance throughout the term of this agreement.
8. **Term-Withdrawal.** The term and withdrawal provisions applicable to this agreement are as follows:
 - a. This Agreement shall be for a period of one (1) year commencing January 1, 2019 and ending December 31, 2019.
 - b. Subject to annual appropriation by each municipality and county to meet its obligations herein, this agreement shall be automatically renewed on an annual basis without the need to execute a new agreement unless amendments are required by either of the Parties.

- c. Either municipality may withdraw from participation in this agreement at any time by providing written notice to the other municipality, at least thirty (30) days prior to the desired date of withdrawal.
9. **Amendments.** This agreement shall not be modified or amended in any manner except by written instrument executed by the Parties.
10. **Waiver.** The waiver of any breach of any of the provisions of this agreement, by either Party, shall not constitute a continuing waiver of any subsequent breach by that Party, either of the same, or of another provision of this agreement.
11. **Severability.** Invalidation of any of the provisions of this agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement.
12. **No Third Party Beneficiaries.** Nothing expressed or implied in this agreement is intended or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim, under or by reason of this agreement.
13. **Entire Agreement.** This agreement contains the entire and only agreement between the Parties, regarding the employment of the shared Victim Advocate(s) and no oral statements or representations regarding this matter that are not contained in this agreement shall be of any force or effect between the Parties.

IN WITNESS WHEREOF, the Parties have executed this agreement in duplicate effective the date first above written.

TOWN OF RIDGWAY

CITY OF OURAY

John Clark, Mayor

Pamela J. Larson, Mayor

Attest:

Attest:

Pam Kraft, Town Clerk

_____, City Clerk

OURAY COUNTY

Chair, Board of County Commissioners

Attest:

Hannah Hollenbeck, Deputy Clerk

AGENDA ITEM #16

AGENDA ITEM #17

RESOLUTION NO. 18-09

TOWN OF RIDGWAY, COLORADO

A RESOLUTION OPPOSING “AMENDMENT 74,” AN ATTEMPT TO AMEND THE
COLORADO CONSTITUTION TO DRASTICALLY LIMIT STATE AND LOCAL
GOVERNMENT SERVICES AT A HIGH COST TO TAXPAYERS

WHEREAS, local government services are essential to the citizens of the Town of Ridgway;
and

WHEREAS, Amendment 74 has been written by certain out-of-state corporate interests to change the text of the Colorado Constitution, Article II, Section 15, which dates back to 1876; those proposed changes threatening basic governmental services; and

WHEREAS, Amendment 74 declares that any state or local government law or regulation that “reduces” the “fair market value” of a private parcel is subject to “just compensation;” and

WHEREAS, while Amendment 74 is shrouded in simple language, it has far reaching and complicated impacts; and

WHEREAS, under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments; and

WHEREAS, Amendment 74 would expand this well-established concept by requiring the government (i.e.: the taxpayers) to compensate private property owners for virtually any decrease whatsoever in the fair market value of their property traceable to any government law or regulation; and

WHEREAS, Amendment 74 would create uncertainty because the language is ambiguous as to meaning and application; and

WHEREAS, Amendment 74 would severely limit the ability of Colorado’s state and local governments to act, as those actions might indirectly, unintentionally or minimally affect the fair market value of any private property; and

WHEREAS, Amendment 74 would drastically diminish the ability of our state and local governments to adopt – let alone attempt to enforce – reasonable regulations, limitations and restrictions upon private property; and

WHEREAS, Amendment 74 would place laws, ordinances and regulations designed to protect public health and safety, the environment, our natural resources, public infrastructure and other public resources in jeopardy; and

WHEREAS, Amendment 74 would directly impact zoning, density limitations and planned development; and

WHEREAS, Amendment 74 would make inherently dangerous or environmentally damaging activities prohibitively costly to attempt to limit or regulate, even in the interest of the public health and safety; and

WHEREAS, any arguable impact upon fair market value, however reasonable, justified, minimal, incidental or temporary, resulting from state or local government action could trigger a claim, payment for which would come from taxpayer dollars; and

WHEREAS, governments would be vulnerable to lawsuits for almost every decision to regulate or not to regulate, making regular government function prohibitively expensive for the taxpayer; and

WHEREAS, similar efforts have been attempted and defeated in other states, such as the states of Washington and Oregon; and

WHEREAS, the fiscal impact for similar language in Washington was estimated at \$2 billion dollars for state agencies and \$1.5 billion for local governments over the first six years; and

WHEREAS, individuals filed billions of dollars in claims in Oregon before the residents repealed the takings initiative three years after its passage.

NOW, THEREFORE, THE TOWN OF RIDGWAY, BY AND THROUGH ITS TOWN COUNCIL opposes Amendment 74 and strongly urges a vote of NO this November.

TOWN OF RIDGWAY, COLORADO

By: _____
JOHN CLARK, Mayor

ATTEST:

By: _____
PAM KRAFT, Town Clerk



EMPOWERED CITIES AND TOWNS, UNITED FOR A STRONG COLORADO

1144 Sherman Street, Denver, CO 80203 • (p) 303-831-6411 / 866-578-0936 • (f) 303-860-8175 • www.cml.org

To: Interested Municipal Officials
From: Sam Mamet, Executive Director
Date: September 2018
Subject: Amendment 74 Introductory Memo

What follows is a brief summary of a significant statewide ballot measure on the November ballot, Amendment 74, "Just Compensation for Reduction in Fair Market Value by Government Law or Regulation." Amendment 74 could have dramatic impacts on state and local governments. Your careful analysis of this measure is strongly encouraged, as well as communication with county commissioners, neighboring municipal leaders, business interests like your chamber, neighborhood groups, and the community at large. This packet contains several important documents and we urge careful review. Please go to www.cml.org for more information or contact me directly at smamet@cml.org. **We need your help to defeat Amendment 74.**

PROPOSED AMENDMENT 74

Amendment 74, drafted by out-of-state corporate interests seeks to amend Section 15 of Article II of the Colorado Constitution to require just compensation if private property has "reduced fair market value by government law or regulation". Shrouded in simple language, Amendment 74 will have far reaching and potentially disastrous consequences.

Key Highlights (Not Comprehensive)

- Under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments. Amendment 74 expands this well-established concept by requiring the government – i.e., the taxpayers – to compensate private property owners for virtually any decrease whatsoever in the fair market value of their property due to any government law or regulation.
- Just about any municipal action could result in a lawsuit. Any inaction could as well, if the effect is even the slightest drop in an individual property's "fair market value."
- The obligation to compensate is triggered without regard to how long someone has owned the property or what the intentions or actions of the property owner are.
- There are no exceptions for health, safety, and general welfare regulations or those actions mandated by the federal or state governments.
- Once passed, there is no flexibility granted to the General Assembly to implement this measure; only the Colorado Supreme Court will be left to interpret the Amendment, including what "fair market value" and "reduced" means. This litigation will come at a high cost to state and local governments, paid for by taxpayers. Decisions on key matters will come to a halt while awaiting further clarification from the courts.
- The bottom line: Amendment 74 will require large pay outs from state and local governments, which means higher taxes for citizens and a reduction in essential government services such as parks, police, utilities, etc. We don't yet know how far reaching this Amendment will be, only that has potential to be disastrous for our state and local governments.

Municipal Impacts

- This measure will cripple local budgets through both increased legal costs and pay outs to individual property owners. Any decision by a government body would be vulnerable to lawsuits, with the cost borne by taxpayers.
- Municipal services under threat of being reduced include:
 - Parks, recreation centers, and neighborhood pools;
 - Police officers and police services;
 - Trash collection;
 - Maintenance of gas and water main lines;
 - Maintenance of streets and sidewalks;
 - Licensure of businesses; and

- Maintenance of land use codes to protect the structure and character of neighborhoods.
- The State of Oregon briefly enacted a similar statute, and in a few short years the measure led to thousands of individual claims, totaling in excess of several billion dollars. Three years after the statute passed, Oregon voters realized the extent of the statute on the economic vitality of the state and effectively repealed the statute. Our communities—and our state—simply cannot afford the impacts of this measure.

Examples of Potential Municipal Impacts

- *Infrastructure Improvements.* Colorado's population is expected to nearly double by 2050. State and local governments will have to expand public roads to accommodate new residents. Under Amendment 74, governments could be sued by nearby property owners affected by any infrastructure improvements due to loss in the fair market value of their homes caused by construction, busier streets, noise, and general changes to the character of neighborhoods. This Amendment will make it extremely difficult for state and local governments to improve or replace all kinds of public improvements such as storm water, electric utilities, sewage, rights of ways, easements, and transportation infrastructure because of potential liability.
- *Regulation of Airbnb.* Airbnb is a way for homeowners to make income on their private property by renting their properties for a per night fee. However, utilizing Airbnb has caused neighboring homeowners to raise concerns about crime and safety; noise levels, especially when the short term rentals are used for large parties; and a general loss of community in their neighborhoods. Under Amendment 74, any action a city council or town board decides to take under this scenario could leave them vulnerable to lawsuits from individual property owners: either lawsuits over the loss in rental income if a municipality forbids short term rentals in a certain area or lawsuits over the loss in fair market value to individual property because of a decrease in the character, safety, and sound quality of a neighborhood.
- *Broadband.* Voters in over 100 counties and municipalities across Colorado have told their local leaders to explore public private partnerships for better broadband access. State law has allowed this process since 2005. An incumbent provider could sue the local government for reducing the business investment previously made, even though the service has been inferior, causing such a vote to occur in the first place. The efforts to improve rural broadband access may be threatened.
- *Adult Entertainment Establishments.* Municipalities use zoning to form the character of neighborhoods and ensure a well-balanced community. As part of this, many municipalities limit the location of adult entertainment establishments. If a municipality regulates where an adult entertainment establishment can be, an owner could sue for loss in fair market value as one particular location may attract more business than another. If the municipality moves to allow adult entertainment establishments to conduct business anywhere, then property owners adjacent to these establishments may sue for loss in fair market value of their property if, for example, the crime rate rises.
- *Economic Development.* Incentives to attract new industry or retain existing businesses are done as a matter of course in many jurisdictions across the state. It is a contributing factor to Colorado's strong economy. If Amendment 74 passes, this practice may be stifled by an individual who sues a local government that is providing incentives, claiming their property's fair market value is reduced. Local governments will have to weigh the benefit of bringing in businesses with the detriment of paying for individual lawsuits. Statewide economic development groups are rightly concerned about this aspect of the proposal. Urban renewal and redevelopment projects may similarly be impacted by the negative effects of Amendment 74.
- *Affordable Housing.* Municipal leaders continue to struggle with how to best address the affordable housing challenges many of our communities face. One way communities address the problem is through a rezoning to allow for affordable housing. However, under Amendment 74, an individual may sue because the policy reduces the fair market value of their neighboring property. Suddenly, a project that has wide support in a community has been thwarted, at the expense of all the taxpayers in that city or town.
- *Land Use.* The decision making around land use and zoning is complicated enough. An already complex process to approve a new development will now take even longer and will be more costly because municipal decision makers will have to ensure their decisions cause the least amount of liability. Every action may have a new consequence and inaction may result in legal exposure under Amendment 74.

Government actions affect every area of a citizen's daily life from collecting trash, to employing police officers, to keeping communities safe. Requiring governments to pay for any reduction in fair market value will **cripple** state and local governments in Colorado, with the burden paid by taxpayers who must also contend with a reduction of government services.

Vote "NO" on Amendment 74. Protect our neighborhoods. Urge your friends and associates to do the same.

Talking Points for Local Elected Officials on Amendment 74

Amendment 74 – “Just Compensation for Reduction in Fair Market Value by Government Law or Regulation”

Amendment 74 seeks to amend Section 15 of Article II of the Colorado Constitution to require just compensation if private property has “reduced fair market value by government law or regulation”. As this Amendment will have negative impacts on local governments if passed, CML encourages local elected officials to speak to their communities. Below are some suggested talking points.

- The ability of elected officials to act on behalf of the collective health, safety, and welfare of their community is a core function of government. Amendment 74 undermines the ability of state and local governments to effectively represent their constituents and protect their interests in vital areas such as clean water and air, zoning enforcement, and infrastructure improvements.
- Under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments. Amendment 74 expands this well-established concept by requiring the government – i.e., the taxpayers – to pay private property owners for virtually any decrease in the “fair market value” of their property due to a government law or regulation.
- No one truly knows how this proposed expansion of Section 15 could impact Colorado or local governments... But adding this language to the Constitution will add new layers of ambiguity to the Constitution and leave local governments and taxpayers with unprecedented levels of legal exposure.
- This ambiguity will result in taxpayer dollars going towards lawsuits, which either means a rise in taxes or a reduction in government services for neighborhoods, including parks, police, and utilities.
- Any change in law or regulation, even those broadly desired by a community or those in the interest of health, safety, and welfare, could be challenged by private land owners. Governments will be reluctant to address important policy issues.
- Amendment 74 will undoubtedly lead to increased legal exposure and costly litigation that will increase costs for government programs and services. These will be paid for at the taxpayers' expense.
- Municipalities will become collateral damage in private property disputes between owners who feel their property rights have been diminished at the behest of another. Any action by a local government could require that these property owners be compensated.
- In sum, Amendment 74 has unintended consequences which will cost Colorado communities too much money, while at the same time putting Colorado citizens in danger. It is a very risky proposition for our communities, our families, and our Colorado.
- [Cite a positive project in your city or town which could be impacted under Amendment 74.]

RESOLUTION NUMBER ____

A RESOLUTION OPPOSING “AMENDMENT 74”, AN ATTEMPT TO AMEND THE COLORADO CONSTITUTION TO DRASTICALLY LIMIT STATE AND LOCAL GOVERNMENT SERVICES AT A HIGH COSTS TO TAXPAYERS

WHEREAS, local government services are essential to the citizens of [name of municipality]; and

WHEREAS, Amendment 74 has been written by certain out-of-state corporate interests to change the text of the Colorado Constitution, Article II, Section 15, which dates back to 1876 and threatens basic governmental services; and

WHEREAS, Amendment 74 declares that any state or local government law or regulation that “reduces” the “fair market value” of a private parcel is subject to “just compensation;” and

WHEREAS, while Amendment 74 is shrouded in simple language, it has far reaching and complicated impacts; and

WHEREAS, under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments; and

WHEREAS, Amendment 74 would expand this well-established concept by requiring the government – i.e., the taxpayers – to compensate private property owners for virtually any decrease whatsoever in the fair market value of their property traceable to any government law or regulation; and

WHEREAS, Amendment 74 would create uncertainty because it is not clear what the language actually means or how it can be applied; and

WHEREAS, Amendment 74 would severely limit the ability of Colorado’s state and local governments to do anything that might indirectly, unintentionally, or minimally affect the fair market value of any private property; and

WHEREAS, Amendment 74 would drastically diminish the ability of our state and local governments to adopt – let alone attempt to enforce – reasonable regulations, limitations, and restrictions upon private property; and

WHEREAS, Amendment 74 would place laws, ordinances, and regulations designed to protect public health and safety, the environment, our natural resources, public infrastructure, and other public resources in jeopardy; and

WHEREAS, Amendment 74 would directly impact zoning, density limitations, and planned development; and

WHEREAS, Amendment 74 would make inherently dangerous or environmentally damaging activities prohibitively costly to attempt to limit or regulate, even in the interest of the public; and

WHEREAS, any arguable impact upon fair market value – however reasonable or justified or minimal or incidental or temporary – resulting from state or local government action could trigger a claim for the taxpayers to pay; and

WHEREAS, governments would be vulnerable to lawsuits for almost every decision to regulate or not to regulate, making regular government function prohibitively expensive for the taxpayer; and

WHEREAS, similar efforts have been attempted and defeated in other states, such as the states of Washington and Oregon; and

WHEREAS, the fiscal impact for similar language in Washington was estimated at \$2 billion dollars for state agencies and \$1.5 billion for local governments over the first six years; and

WHEREAS, individuals filed billions of dollars in claims in Oregon before the residents repealed the takings initiative three years after its passage.

NOW, THEREFORE, [Name of Municipality] opposes Amendment 74 and strongly urges a vote of NO this November.

Resolved this ____ of 2018

Mayor

Attest

Municipal Clerk

Elected Official Opposition to Amendment 74

Purpose: A sample letter to the editor, a social media post, or speech remarks

I oppose Amendment 74 and respectfully request you to **vote “no”** on this ballot measure in November. If Amendment 74 passes, it will obstruct our ability to make local decisions, reduce government services, and increase taxes.

Under the current Colorado Constitution, a property owner has the right to seek compensation from state or local governments for any property taken. Amendment 74 expands this well-established concept by requiring the government – i.e., the taxpayers – to compensate private property owners if a state or local government law or regulation “reduces” the “fair market value” of their property.

While this language may appear harmless, Amendment 74 would severely limit local governments from making regulatory or land use decisions without taxpayers bearing the burden of significant costs from individual property owners suing in response to those decisions. In such an environment, government would have difficulty accomplishing even its most basic functions. Unfortunately, Amendment 74 would lock the language into the Colorado Constitution, making it virtually impossible to change.

Amendment 74 is unnecessary. Court remedies already exist, under established principles, when an individual believes government regulation has unreasonably impacted property values. Amendment 74 would expand those principles without any limitations or standards by which claims could be measured due to vague language. The result would be that every decision by government bodies will be vulnerable to lawsuits, with the cost borne by taxpayers. Every municipal policy decision which focuses on zoning, land use, liquor, marijuana and other forms of licensing, ordinance enforcement to protect public safety, affordable housing initiatives, environmental protection (especially when mandated by state or federal regulation), urban renewal and redevelopment, and prohibitions of undesirable uses such as an adult entertainment business in a neighborhood, right to farm ordinances, governmental decision making moratoria on certain industrial uses all will be subject to attack when a plaintiff alleges such a governmental action or regulation reduces a property’s fair market value. This will have a chilling effect on the ability of local governments to exercise their authority, if passed.

Amendment 74 may also cripple our local budget through both increased legal costs and pay-outs to individual landowners. The State of Oregon briefly enacted a similar statute, and in just three years, thousands of claims were filed in state courts totaling billions of dollars in claims. Three years after the passage of the statute, once voters realized the extent of this economic calamity, they effectively repealed it. Our communities—and our state—simply cannot afford the impacts of this measure. Now is a time when local governments need to be investing in police services, fighting wildfires, transportation infrastructure, and other critical government functions especially with the projected increase in our population.

If Amendment 74 passes, it would impede state and local government ability to **provide critical services while increasing the cost of government at the taxpayers’ expense.**

As a local official, my primary responsibility is to serve you and to protect your health, safety, and welfare. Our local government should be able to exercise this duty without **the constant threat of costly litigation that undermines the quality of life and economic health of our communities.** This Amendment has far too many unintended consequences.

I respectfully ask you to **vote “No” on Amendment 74.**

https://www.gjsentinel.com/opinion/editorials/two-for-the-scrap-heap/article_87570c62-a343-11e8-a8ff-10604b9f7e7c.html

5 hrs ago

Two for the scrap heap

GRAND JUNCTION
By THE DAILY SENTINEL 8-19-18

Of the seven proposed citizens' initiatives that are trying to qualify for the November ballot, two stand out for their dangerous repercussions and should be rejected if voters are forced to decide the measures' fate.

If the next Colorado governor inherits either Initiative 97 or Initiative 108 or both, catastrophic results await state and local governments.

Let's start with Initiative 97. It's a statutory proposal to create a 2,500-foot setback from occupied structures or other "vulnerable areas" for new oil and gas development. That's a significant increase from the 500-foot setback currently in place.

According to the Colorado Oil and Gas Conservation Commission, this initiative would eliminate new drilling on 95 percent of the surface land in the state's top five oil and gas producing counties and 85 percent of the state's non-federal land.

It would cost the state, local governments and schools proceeds from billions of dollars in lost oil and gas revenues, said Diane Schwenke, president and CEO of the Grand Junction Area Chamber of Commerce, which has joined a coalition of business groups in the state opposing the initiative.

"We are a state that already has some of the most stringent regulations on the energy industry, which are developed through a public process under the purview of the Colorado Oil and Gas Conservation Commission," Schwenke said. "That is where rules should be made, not at the ballot box."

Because it's essentially a de facto ban on new drilling, Initiative 97 is among the most contentious to arise this year, rivaled only by Initiative 108, which appears to be a counter-measure to 97's implications for the energy industry, but goes much farther. As bad as 97 is, 108 may be worse.

For one thing it proposes changing the state constitution to enable property owners to seek compensation if a law or regulation reduces their land's "fair market value." Embedding policy in the state constitution is never a good idea and always rife with unintended consequences for which there are no easy fixes.

Under current law, a government has to compensate for a "total taking," either by eminent domain or when a government action leaves a property with no economic use. Switching just compensation requirements to "fair market value" is a plaintiff's lawyer's wildest dream.

The Colorado Municipal League warns Initiative 108 "could spawn countless and expensive lawsuits over a myriad of basic local land-use decisions such as zoning or the siting of municipal facilities."

It would force local governments to assess the risk of a lawsuit on any action it considers. Sam Mamet, executive director of the CML told Colorado Politics reporter Mark Jaffe, "My advice to counties and municipalities is if this passes, don't do anything ... no zoning, no ordinances."

The cost of defending lawsuits or paying to cover a multitude of small diminutions in property could bankrupt some municipalities or force them to cede their authority to control growth and development. That's a stiff price to pay for a measure that ostensibly seeks to mitigate the impacts of Initiative 97.

Either of these measures is terrible for Colorado. If both pass, this holy war between anti-drilling activists and industry defenders will have achieved a state of mutually assured destruction.

That's why it's important for supporters of both measures to consider withdrawing them from consideration for the ballot. We need a truce on this standoff or voters are going to decide. And if it comes to that, we'll be urging voters to reject both measures as the only sane and reasonable outcome to this madness.

OPINION > EDITORIALS

Reject Amendment 74's threat to good land use policy



Helen H. Richardson, The Denver Post

New townhomes on Vine Street between 19th and 20th avenues on January 29, 2018, in Denver. These newer, large-scale construction projects in which units are oriented inward instead of toward the street are called “slot” homes.

By **THE DENVER POST EDITORIAL BOARD** |

September 16, 2018 at 6:04 am

Colorado voters should soundly reject Amendment 74.

The innocuous sounding ballot initiative promises to ensure Colorado property owners receive just compensation when a government action reduces the “fair market value” of their property.

But adding 11 words to the Colorado Constitution could open up a world of trouble.

It's a risk this board doesn't think the public should take.

The amendment is written in a way to intentionally allow the courts to figure out what it means, as they have by interpreting the existing language in the Constitution that requires the government to compensate people for "taking" their property. That means that there will likely be an increase – the Colorado Municipal League's executive director, Sam Mamet, predicts a flood – of lawsuits against every city that would dare to make changes to land use policies.

The best example we can think of to illustrate the danger of this amendment is Denver City Council's recent decision to change its building code to no longer allow the construction of slot homes – town homes, condos or apartments that are built with the units facing an alley down the middle rather than the street. The building style maximizes the number of units that can be put on a small lot, but they are an eyesore and damage our communities.

The City Council's action was the right thing to do for its constituents, but there's no doubt that it reduced the ability of developers to maximize their profits on land slated for slot homes.

Amendment 74 would encourage developers to sue to see if the court would grant them compensation for the lost "fair market value" of their yet-to-be-developed property.

And it is taxpayers who will foot both the legal costs and the possibility of either a settlement or a monetary award.

Chad Vorthmann, executive vice president of the Colorado Farm Bureau, says the courts would likely continue to interpret the Constitution narrowly, limiting takings claims only to those who had made substantial progress toward development.

Certainly if a city were arbitrary or capricious in its decision making, or had ripped the rug out from under a developer who was already digging the foundations of a slot home that would be unacceptable. But in those cases, developers would have other legal remedies available to them aside from using the "takings clause" something the courts have reserved for eminent domain seizures of property.

We are staunch advocates of property rights, but this amendment is simply too broad. If there are egregious examples of government abuse, we haven't seen many. And even then, we'd advocate for a narrow legislative solution.

And the oil and gas industry has muddied the waters further.

Protect Colorado — a political action group funded by a number of oil and gas companies — spent \$1.2 million to help pay for signature gathering to get the amendment onto the ballot.

Clearly the industry thinks this will help protect their mineral rights, just in case voters in Colorado pass a separate ballot measure that aims to implement 2,500 foot setbacks from homes, schools and water, for oil and gas development.

Fear of an outcome that hasn't occurred yet is not a good reason to amend our Constitution.

To send a letter to the editor about this article, submit [online](#) or check out our [guidelines](#) for how to submit by email or mail.

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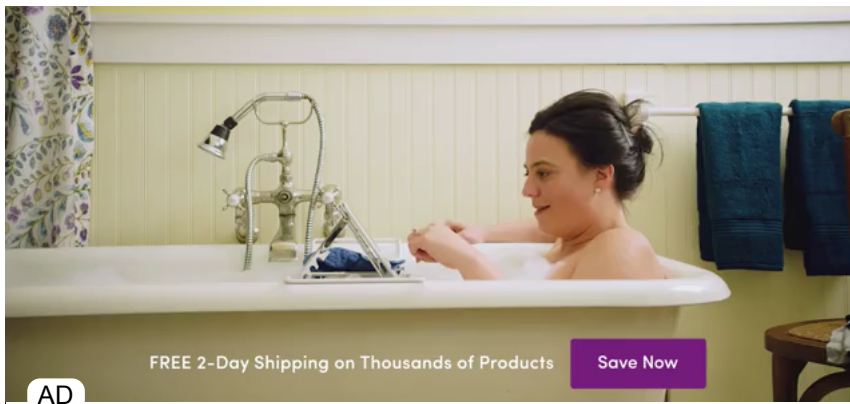
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To: Interested Municipal Officials
From: Laurel Witt, Staff Attorney
Sam Mamet, Executive Director
Date: September 2018
Subject: Examples: Oregon and Washington

In the early 2000s, several states considered ballot measures similar to Amendment 74 including Oregon, Washington, California, Idaho, and Arizona. This memorandum explains experiences in Oregon and Washington—one state who passed a ballot measure and one who did not—to provide examples for Colorado by highlighting the major theme of these ballot measures: more litigation and more payouts at the expense of taxpayers.

OREGON MEASURE 37

Under Measure 37, if a government action reduced a property's fair market value, the owner could sue. If the individual won, Oregon courts required the government to either waive the land use regulation or compensate the individual for the drop in fair market value of their property. Oregon residents **approved** Measure 37 on the November 4, 2004 ballot.

- State and local governments were faced with carrying out a voter-approved mandate with no clear procedures, virtually no legislative guidance, and without the budgetary means to pay for the claims. The measure provided no new revenue source to pay for individual claims.
- Measure 37 had some exceptions such as historic public nuisances, public health and safety regulations, regulations to comply with federal law, and regulations surrounding pornography. Amendment 74 contains no such exemptions and therefore will have far greater negative impacts to Colorado.
- The consequences were enormous in terms of liability – the measure gave property owners the ability to collect monetary compensation unless government acted within 180 days of filing a lawsuit.
- Within three years, thousands of claims were filed with state and local governments with claims costing in excess of **several billion dollars**.

Three years after Measure 37 passed, Oregon voters repealed the majority of Measure 37.

WASHINGTON INITIATIVE 933

Initiative 933 ("I-933") was a ballot measure in the state of Washington in 2006 that was **defeated** by voters.

- The University of Washington conducted a study on the fiscal impacts of the measure to local and state governments. In the near term, the University concluded I-933 would cost taxpayers **nearly \$8 billion – more than \$1,000 per resident –** to pay compensation claims.
- The text of I-933 was similar to Amendment 74, except that the measure included any government action going back ten years. Amendment 74 is silent as to whether private property owners can sue based on government actions that occurred in the past.
- I-933 also included some exemptions including government actions that "apply equally to all property subject to the agency's jurisdiction" and actions aimed at preventing "an immediate threat to human health and safety." Amendment 74 contains no such exemptions, creating more liability than what was at stake in Washington.

Colorado's Fair Campaign Practices Act Restricts Use of Public Funds

Ballots in statewide or local elections often include issues of profound importance to Colorado municipalities. As community leaders, municipal officials can and should become actively involved in the public discussion of these issues. However, the state Fair Campaign Practices Act (FCPA) places significant restrictions on the use of public funds for advocacy purposes or for dispensing information in connection with local or statewide ballot issues (C.R.S. § 1-45-117).

The FCPA restrictions on the use of public funds apply:

- to statutory cities and towns or to those home rule municipalities that have not adopted provisions regarding campaign finance, and
- once a statewide petition has been submitted for title setting, or
- for local ballot issues, once an issue has been submitted for the purpose of having a title fixed or that has had a title fixed, upon final action of the governing body placing a referred measure on the ballot, or
- once the recall election of any officer has been certified to voters.

These guidelines are intended to provide municipal officials and employees with general guidance concerning what they may or may not do, consistent with the FCPA. However, *your municipal attorney should be consulted, and any home rule provision(s) reviewed, before any action is taken that could be viewed as subject to the public-funds restrictions in the FCPA.*

Permissible activities

It is permissible to do the following in campaigns in support of or in opposition to a proposed measure:

1. The local governing body may take a position of advocacy on the issue. The governing body may pass a resolution and take a public stand urging the electorate to vote for or against any matter. Local governments may report the passage of or distribute such resolutions "through established, customary means, other than paid advertising, by which information about other proceedings of [the governing body] is regularly provided to the public" (such as via a local government newsletter or cable television broadcast).
2. The Act provides that any public official who has "policy-making responsibilities" may spend up to \$50 of public money on phone calls, letters, or other activities "incidental" to expressing his or her opinion on any issue. It is advisable to consult with your municipal attorney before expending public funds in reliance on this provision.
3. Elected officials may speak out on the issues presented on the ballot. There is no limitation in the FCPA on the right of public officials to address any matter before the electorate; the limitations in the Act are on the expenditure of public funds.
4. Public employees and paid elected officials may work on a campaign and speak out on the issues on their own time. Any public employee who becomes involved in the campaign should be prepared to document that such work was done on his or her own time. If the public employee is on a recorded-hour system, make sure the record reflects that the public employee took time off from public duties to engage in campaign activities.
5. Public employees may respond to unsolicited questions or requests for information about a ballot issue; however, the local government should carefully avoid producing information for distribution that is designed to influence the passage or defeat the issue.
6. The local governing body may use public funds to develop and distribute a factual summary on any issue that will appear on a ballot in the jurisdiction. The summary must include arguments for or against the proposal, but the summary itself may not contain a conclusion or opinion in favor of or against the proposal.

Impermissible activities

It is impermissible under the FCPA, except as indicated above, to do the following in campaigns in support of or in opposition to a proposed measure:

1. Use or expend public funds or supplies;
2. Allow employees or paid officers to work on a campaign during their working hours or use any public facility or equipment for the purposes of a campaign;
3. Provide transportation or advertising using public property or funds to influence, directly or indirectly, the passage or defeat of any issue; or
4. Grant an employee or officer leave from his job or office with the local government, with pay, to work on a campaign.

For more information, contact Laurel Witt, CML Staff Attorney, at lwitt@cml.org or 303-831-6411.

RECEIVED

JAN 26 2018

S. WARD

2:16 P.M.

Colorado Secretary of State

2017-2018 #108 – Final Draft

Just Compensation for Reduction in Fair Market Value by Government Law or Regulation

Be it Enacted by the People of the State of Colorado:

SECTION 1. In the constitution of the state of Colorado, amend section 15 of article H as follows:

Section 15. Taking property for public use—compensation, how ascertained. Private property shall not be taken, of damaged, OR REDUCED IN FAIR MARKET VALUE BY GOVERNMENT LAW OR REGULATION for public or private use, without just compensation. Such compensation shall be ascertained by a board of commissioners, of not less than three freeholders, or by a jury, when required by the owner of the property, in such manner as may be prescribed by law, and until the same shall be paid to the owner, or into court for the owner, the property shall not be needlessly disturbed, or the proprietary rights of the owner therein divested; and whenever an attempt is made to take private property for a use alleged to be public, the question whether the contemplated use be really public shall be a judicial question, and determined as such without regard to any legislative assertion that the use is public.

AMENDMENT 74



And these are just a few examples of the implications.

For more information, visit the Colorado Municipal League's website at www.cml.org.

*Brochure produced by the
Colorado Municipal League.*



Colorado Municipal League
1144 Sherman Street
Denver, CO 80203
(p) 303-831-6411 / 866-578-0936
(f) 303-860-8175
www.cml.org

WHAT YOU NEED TO KNOW BEFORE VOTING ON AMENDMENT 74

**You will be making an
important decision on
November 6.**

Amendment 74 will
subject your hometown
to unprecedented levels
of **legal exposure at the
public's expense.**

AMENDMENT 74?

Financed by certain out-of-state special interests as a state constitutional amendment to strengthen “private property rights,” Amendment 74 is **a thinly veiled attempt to protect special-interest profits** at the expense of everyday Coloradans.

Amendment 74 will **diminish your city or town’s ability to provide basic services** residents depend on **at the taxpayers’ expense**.



Amendment 74 will **undermine the ability of local governments to protect their residents and communities** in vital areas such as:

- public safety and crime reduction
- clean air and water
- preserving neighborhood integrity
- transportation, sewer maintenance, and other critical infrastructure
- trash collection
- parks, recreation centers, and other neighborhood amenities

If Amendment 74 passes, it will:

- **hold your community liable** simply for operating in the public interest
- **increase lawsuits and costly litigation** — all financed by you, the taxpayer
- **increase the cost of government** while simultaneously **reducing essential municipal services**
- **decrease the quality of life** for all Coloradans — for the benefit of out-of-state special interests



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To: Executive Board
From: Sam Mamet, Executive Director
Date: September 5, 2018
Subject: Amendment 74 (formerly Initiative #108), Oppose

Summary

Amendment 74 (formerly Initiative #108) is a change to the Colorado Constitution. It requires either the state or any local government to award “just compensation” to an owner of private property when a government law or regulation reduces the property’s “fair market value.”

It is self-executing and effective upon the Governor’s declaration.

Municipal Impact

“Takings” law is well settled in Colorado, primarily as a result of the current language in our Constitution, which dates back to 1876, when Colorado was admitted into the Union of States. In fact, our language even goes beyond the federal 5th Amendment because Colorado’s provision also covers damages, viewed as diminishing “economic value.” The notion of “fair market value” is a new variable, not defined, and likely can’t be further clarified because it is in the Constitution. No flexibility is granted to the General Assembly to implement this measure. Thus, only the State Supreme Court will be left to adjudicate such matters.

Every municipal policy decision which turns on zoning, land use, liquor, marijuana and other forms of licensing, ordinance enforcement to protect public safety, affordable housing initiatives, environmental protection (especially when mandated by state or federal regulation), urban renewal and redevelopment, and prohibitions of undesirable uses such as an adult entertainment business in a neighborhood, right to farm ordinances, governmental decision making moratoria on certain industrial uses all will be subject to attack when a plaintiff alleges such a governmental action or regulation reduces a property’s fair market value.

The amendment does not specify which regulations are implicated. Litigation costs will be significant, and definitely affect city and town budgets in a manner that existing programs and services may well be constricted or eliminated. Impacts upon municipal decision making will be extensive and damaging.

The initiative was drafted by an attorney on behalf of Anadarko, Noble Energy, and several other producers both as a reaction to the setback proposal (Proposition 112, formerly Initiative #97) and to local government regulations some sectors of the industry feel are negatively affecting production. The Colorado Farm Bureau is identified as the major proponent “because farmers poll well,” but that organization has really become a pawn in a much bigger chess game. Local taxpayers and their local governments will be the collateral damage. This is all about specific oil and gas producers protecting their bottom line at the expense of Colorado’s citizens.

There will be major consequences upon various state agencies like CDOT, DNR, and CDPHE.

A whole new system of courts resolving property disputes may be required. This language will be the preferred legal “weapon of choice” for one property owner to sue another property owner. There is no levelling of the playing field for the “little guy” in this measure. Those with deep pockets will surely take advantage of 74 and go as far as they can.

Proponents argue that existing legal protections are simply not enough. They have cited Boulder County’s GMO ordinance (restricting genetically modified crops), and Thornton’s water pipeline project in Larimer County as examples of government overreach.

Staff Recommended Motion

Because of the unknown consequences and severe fiscal and administrative impacts of 74 both upon the state and municipalities, the Colorado Municipal League does now **oppose** Amendment 74. The League is authorized to make cash and other contributions from private source revenues to an appropriate issue committee provided such contributions are expended from the special fund maintained by the League for such purposes. Such contributions shall not exceed private source revenues available to the League. The League is also authorized to make expenditures of staff time and other resources in the regular course and scope of the League’s work informing its membership and others.



To: Interested Persons
From: Sam Mamet, Executive Director (smamet@cml.org)
Date: September 20, 2018
Subject: Farm Bureau letter, Response

Introduction

A number of municipal leaders recently received or were otherwise made aware of a letter sent out by our friends at the Colorado Farm Bureau (CFB) highly critical of the League and our opposition to Amendment 74. Their letter includes an analysis by a lawyer from a local Denver law firm, several of whose attorneys have participated in representing the petitioners and oil and gas interests through groups like Protect Colorado. This hardly offers what I'd refer to as an unbiased perspective.

The purpose of this memo is to provide only a brief rebuttal to a few key points in the letter. In all cases, please direct specific legal questions to your own municipal legal counsel.

CML Misleads

I do take a fair amount of umbrage to this comment. We have sought out the best legal minds in the state to help us analyze this measure. If I want to know municipal impacts from a legal point view, I am not sure I would seek the counsel of a law firm which represents oil and gas interests. I even have an analysis being prepared for me by a noted CU Law School Professor.

Fairness

The letter suggests that Amendment 74 seeks to allow a "more fair" takings claim. I guess fairness is all in the eyes of the beholder, much like "fair market value." We know what it says, but we don't actually know what it means.

Asserting A Legal Claim

Property owners, according to the letter, should be entitled to make a claim on a smaller percentage of the property's value affected by a government law or regulation. What in fact does "reduced" mean? This concession is exactly what proves our point: proponents wish to seek the highest level of damages against a local government.

CFB Supports Private Property Rights

We respect and understand this principle. Should CML draft up an amendment to the Constitution which states "Any action of the General Assembly which overturns local control, should hereby be repealed"? Local control is a long standing principle we espouse. But, what exactly does this language mean? It is no different with Amendment 74.

CML Asserts Municipal Bankruptcy

The letter suggests we have stated this. That is factually inaccurate. We have said that the legal exposure resulting from the measure could be costly and impact municipal budgets. The experience of Oregon (see our Amendment 74 packet by going to www.cml.org) reviews this in more detail.

The Breadth Of 74's Language

In the CFB letter, the attorney states "much more restrictive and specific language could have been brought to voters." Yet, a more irresponsible approach was taken. There are no exceptions, no guardrails, nor is there any ability for the General Assembly to implement the measure. This is the broadest approach of its kind among all of the state's which have this. That is not our opinion. It comes straight from a 22-page legal analysis prepared for the Colorado Association of Realtors, which is also opposed to Amendment 74.

Ambiguity

The Legislative Council "blue book" which will be distributed soon (and courts treat this publication as an initiative's legislative history) states the measure "ensures that when a property's value is harmed by government action, the owner of that property is fairly compensated for the loss." In other words, voters are being told that the amendment establishes a guarantee of compensation. The CFB letter indicates that there will be many exceptions to this point. When there is ambiguity, the courts treat the blue book as dispositive of what voters understood when they were adopting an initiative.

Home Rule Authority Is Retained

Any local government decision is implicated if just one individual asserts a decision that will result in reducing the fair market value of property. Home rule and local control are both significantly diminished.

Conclusion

The debate around Amendment 74 is over one thing and only one thing: a serious and disingenuous lack of clarity. Certain oil and gas interests have bought and paid for this amendment to be their personal playground to settle some old scores. You and your taxpayers are the collateral damage.

AGENDA ITEM #18

RESOLUTION NO. 18-10

TOWN OF RIDGWAY, COLORADO

**A RESOLUTION SUPPORTING “PROPOSITION 110,”
TO INCREASE TRANSPORTATION FUNDING ACROSS COLORADO**

WHEREAS, a modern, safe and efficient 21st century transportation system is essential to Colorado’s quality of life and the health of our economy; and

WHEREAS, Colorado’s population has grown nearly 60% since 1991, while state transportation spending per driver, adjusted for inflation, has been cut in half over that same time period; and

WHEREAS, the Colorado Department of Transportation has identified \$9 billion in much need projects that lack the appropriate funding; and

WHEREAS, there has been a significant lack of resources available to local communities to address traffic congestion, maintenance needs and safety concerns; and

WHEREAS, truly addressing Colorado’s transportation challenges requires a dedicated, sufficient and guaranteed stream of revenue; and

WHEREAS, a bipartisan coalition of locally elected officials, business leaders, labor unions, environmentalists, transit groups and community activities have joined together to put a question on the November 6, 2018 ballot, known as Proposition 110, to ask voters to raise the state sales tax by 0.62%, or about six cents on a ten-dollar purchase, for transportation needs; and

WHEREAS, if passed, this measure will raise up to \$767 million in its first year and allow for bonding of up to \$6 billion for state projects; and

WHEREAS, 40% of the new revenue from Proposition 110 is projected to go to county and municipal governments to address local transportation needs and 15% will go to multimodal transit; and

WHEREAS, the Town of Ridgway sees the passage of Proposition 110 as a substantial step towards filling Colorado’s most pressing transportation needs, and

WHEREAS, the Town of Ridgway believes that the passage of Proposition 110 will best meet the costs of current and future transportation needs throughout the state.

NOW, THEREFORE, THE TOWN OF RIDGWAY, BY AND THROUGH ITS TOWN COUNCIL STATES:

The Town of Ridgway supports the passage of Proposition 110, which will strongly support the economic vitality of Colorado and the quality of life of the public by greatly improving how we safely move people, goods and information on Colorado's transportation system.

TOWN OF RIDGWAY, COLORADO

By: _____
JOHN CLARK, Mayor

ATTEST:

By: _____
PAM KRAFT, Town Clerk



GET THE MUNICIPAL GOVERNMENT PERSPECTIVE

Media Contact:
Sam Mamet, Executive Director
1144 Sherman St., Denver, CO 80203
(p) 303-831-6411 • (f) 303-860-8175
smamet@cml.org
www.cml.org

NEWS RELEASE

For immediate release

MUNICIPAL TRANSPORTATION INFRASTRUCTURE NEEDS NEARLY \$4 BILLION

August 30, 2018, Denver, CO- A Colorado Municipal League (CML) survey of its 270 member cities and towns reveal an aggregate \$3 billion shortfall for needed transportation improvements and another \$750 million in maintenance needs for municipal streets and bridges. Combined with expected county shortfalls, **the collective local government need may meet or exceed the \$9 billion deficit for state transportation infrastructure.**

"It is clear that the status quo is not going to cut it for municipal needs around the state – let alone all the county and state needs," said Adam Paul Mayor of Lakewood. "Coloradans deserve better."

CML Executive Director Sam Mamet shares, "The primary issue is that we have been relying on the same .22 cent per gallon tax for over 25 years. Meanwhile, inflation, costs of labor and construction have gone up exponentially. Toss in fuel efficient vehicles and the gas tax yields half of what it once did. This unsustainable structural problem must be fixed and can be done in a way that boosts transit options, too."

CML supports Proposition 110, a long-term funding solution that guarantees a comprehensive statewide approach. It will help towns from Nunn to Trinidad, from Burlington to Fruita, and every municipal, county, and state road in between get caught up and meet the funding needs of tomorrow. For more information on Proposition 110 and the statewide need it will help resolve, visit the website of Let's Go Colorado at www.letsgocolorado.com.

CML opposes Proposition 109, the "Fix Our Damn Roads" initiative from the Independence Institute. Even if the scheme to wring transportation funding out of the state budget works, the only roads it fixes are the state's roads.

With Colorado's population projected to double by 2050, it is imperative that a comprehensive solution be taken now to ensure our state's commuters, residents, and the millions that visit Colorado experience the same quality of life we have all come to expect here.

CML is a nonprofit, nonpartisan organization established in 1923 that represents the interests of 270 cities and towns. Our vision: *Empowered cities and towns, united for a strong Colorado*. For more information visit www.cml.org or call 303-831-6411.

##

AGENDA ITEM #19

AGENDA ITEM: Manager's Report

Resolution No. 18-08

**Resolution of the Town Council of Ridgway, Colorado
Amending 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; and

WHEREAS, the Town Council adopted Resolution 2018-06 on April 11, 2018 establishing six stages of limited water supply and various, graduated mechanisms for curbing water demand during times of drought or water plant limitations; and

WHEREAS, persistent drought in 2018 realized the first time in the history of the Town that mandatory water restrictions were put into place and there is now a need to update and modify the Water Conservation and Management Plan.

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	Goals	Actions
Stage I	Voluntary Restrictions: Statewide Drought Status (Begin May 1)	Good management of limited water supply; Public education.	<ul style="list-style-type: none"> • Does not apply to drip systems and use of hand-watering containers. • No irrigating between the hours of 10:00 am - 7:00 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, or water from the town storage reservoir (Lake O) is needed to meet demand)	Effect change in water demand to lower town-wide water use; Significant public outreach on plant limitations and/or drought conditions and water supply outlook.	<u>Maintain all Stage I curtailments plus:</u> <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 minimum needed to keep grass alive.
Stage III	Demand remains above system capacity and tank levels are not sustained after Stage I and Stage II actions or when Lake O water depth falls 2 feet below peak storage for the year, or Lake O depth falls below 6.5 feet.	Make a significant and real impact on real water use and water demand; Significant public education on serious limitations with plant capacity and/or water supply.	<u>Maintain all Stage II curtailments plus:</u> <ul style="list-style-type: none"> • Water Waste Ordinance activated, including emergency rate structure reducing base water use allocation and increasing cost of water (may require more frequent meter readings for use and leak detection). • Largest outdoor water users significantly curtailed. • Restaurants only serve water upon customer request. • Restrictions apply to all outdoor irrigation including drip systems, hoses, hand-watering. • Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Saturdays. Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Sundays.

Stage	Trigger Condition	Goal	Actions
Stage IV	Demand remains above system capacity and tank levels are not sustained after Stage III actions, or when Lake O water depth falls 3 feet below peak storage for the year, or Lake O depth falls below 5 feet.	Significantly reduce water demand as much as possible Significant public outreach and enforcement	Maintain all Stage III curtailments plus: <ul style="list-style-type: none"> • No outdoor irrigation, except Town Parks may continue watering at minimum levels to keep grass alive and provide gathering and play space

Additional efforts and restrictions or limitations on water use and management of the Lake O water levels to be maintained may be considered by the Town Council as necessary and appropriate for the preservation of the public health, safety and welfare during times of limited water supply. The Council may also consider alternative approaches with parks irrigation

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, other remedies may be pursued, including but not limited to: **RMC 9-1-3: Limitations on the Use of the Water and Sewer System**, as follows:

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, as added or amended, may apply.

PASSED AND APPROVED this 12th day of September 2018.

ATTEST

TOWN OF RIDGWAY

Pam Kraft, MMC,
Town Clerk

John Clark,
Mayor



**Effective
Oct. 11, 2018**

Voluntary Outdoor Water Restrictions in Effect!

Voluntary restrictions are now replacing mandatory restrictions which had been in effect since June. Please continue to fix water leaks and make every effort to conserve water.

Please Remember:

- 1** No irrigating between the hours of 10:00 am and 7:00 pm, or when windy, in order to minimize evaporation, and anytime on Mondays.
- 2** Properties located on the south side of Hwy 62 & Hunter Parkway irrigate only on Tuesdays, Thursdays, and Saturdays.
- 3** Properties located on the north side of Hwy 62 & Hunter Parkway irrigate only on Wednesdays, Fridays, and Sundays
- 4** These restrictions do not apply to drip systems and use of hand-watering containers.

Thank you for your cooperation!



RIDGWAY PLANNING COMMISSION

AGENDA

Tuesday, September 25th, 2018
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

PUBLIC HEARINGS:

1. **Application:** Deviation – building footprint; **Location:** Parkside Subdivision, Lot 18; **Address:** TBD N Laura Street; **Zone:** Low Density Residential (R); **Applicant:** Jack Petruccelli; **Owners:** Alpine Creek Homes LLC **Approved**
2. **Application:** Preliminary Plat for Vista Park Commons; **Location:** Ridgway USA Subdivision, Lots 30-34; **Address:** TBD Redcliff Drive; **Zone:** General Commercial (GC); **Applicant:** Vista Park Development, LLC; **Owners:** Ridgway Land Company, LLLP **Continued with direction provided**

OTHER BUSINESS:

3. Master Plan process update **Over 660 survey respondents, 9/27 event details**
4. Informal discussion - RiverSage Phase 2 **Discussed potential revised phase 2 with elimination of phase 3 and addition to Weaver Park**

APPROVAL OF MINUTES:

5. Minutes from the meeting of August 28th, 2018 **Approved**

ADJOURN