

Ridgway Town Council  
Regular Meeting Agenda  
Wednesday, November 13, 2019  
201 N. Railroad Street, Ridgway, Colorado

**5:30 p.m.**

**ROLL CALL** Councilors Robb Austin, Tessa Cheek, Ninah Hunter, Beth Lakin, Russ Meyer, 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(4)(b) for a conference with the Town Attorney for the purpose of receiving legal advice regarding water rights, and pursuant to Colorado Revised Statutes 24-6-402(4)(e) determining position relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding: broadband infrastructure; and pursuant to Colorado Revised Statutes 24-6-402(4)(f) Personnel Matters related to the town manager transition.

**6:00 p.m.**

**ADDITIONS & DELETIONS TO THE AGENDA**

**INTRODUCTIONS**

Introduction of Public Works Level 2 Parks Maintenance Worker Steven Schroeder, and recommendation to change from contract employee to Full-time status effective November 1, 2019.

**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 Workshop Meeting of September 23, 2019.
2. Minutes of the Regular Meeting of October 9, 2019.
3. Minutes of the Budget Workshop Meeting of October 23, 2019.
4. Minutes of the Special Meeting of October 23, 2019.
5. Minutes of the Special Meeting of October 24, 2019.
6. Register of Demands for November 2019.
7. Extension of the Solar Energy Incentive Program per Municipal Code Section 6-1-12.
8. Renewal of tavern liquor license for Ouray County Fairgrounds.
9. Renewal of restaurant liquor license for Land and Ocean Restaurant.
10. Renewal of restaurant liquor license for Taco Del Gnar.

**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.

11. Annual presentation of winning art piece from the plein aire event to the Town for display in the ongoing collection - Suzy Ulrich on behalf of Public Art Ridgway Colorado (PARC).
12. Presentation from the Ridgway Community Garden - Agnieszka Przeslowska, Steering Committee Member.
13. Request for relief on water bills and review of options for the Ridgway Lodge - Adam Dubroff.

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

14. Introduction of an Ordinance of the Town of Ridgway, Colorado Repealing and Replacing Section 6-1 of the Ridgway Municipal Code to Update Building Regulations and to Adopt by Reference Certain 2018 International Code Council Code Books and Amendments thereto - Building Inspector, Mike Gill and Colorado Code Consulting, Dan Reardon.
15. Resolution 19-13 adopting the Ridgway Sex Assault Investigations Policy - Town Marshal.
16. Presentation on Green Main Street Pilot Program - Community Initiatives Facilitator.
17. Third Amendment to Intergovernmental Agreement between the City of Ouray, Colorado the Town of Ridgway, Colorado and Ouray County Establishing a Multi-jurisdictional Housing Advisory Committee - Town Manager.
18. Discussion of the Memorandum of Understanding between Ouray County and Town of Ridgway: 2020 Operational Funding Requests, Road and Bridge Apportionment from County to Town, and Future Goals - Town Manager.
19. Intergovernmental Agreement between the Town of Ridgway, City of Ouray and Ouray County for Shared Victim Advocate Services - Town Manager.
20. Amendment 1 to Professional Services Agreement with Artspace for the Ridgway Space to Create predevelopment - Town Manager.
21. Service Agreement with Delta Correctional Facility - Town Manager.
22. Lease Agreement with Xerox Financial for copy machine - Town Manager.
23. Request for approval to submit a grant application to the Department of Local Affairs Energy Impact Funding for water and sewer main replacements in North Lena Street -Town Manager.
24. Discussion regarding the Ridgway Fire Protection District siren - Mayor Pro Tem Johnson.
25. Amendment to the contract with Colorado Retirement Association providing retirement benefits for part-time employees scheduled a minimum of 20 hours per week - Town Clerk.

26. Resolution 19-14 Amending the Town of Ridgway Personnel Regulations to Clarify Benefits for Scheduled Hours, Incorporate Retirement Benefits for Part-Time Employees, and the Addition of an Employee Wellness Program - Town Clerk.

27. Approval of contract for Town Manager - Mayor Clark.

### **MANAGERS UPDATE**

Planning Commission update  
Lake Otonowanda  
Water Treatment Plant  
General Town Updates

**STAFF REPORT** Written report may be 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 and Mayor Pro Tem Johnson

Ridgway Planning Commission - Councilor Cheek and Mayor Clark

Ridgway Creative District Creative Advocacy Team - Councilor Hunter

Ridgway Scholarship Committee - Mayor Pro Tem Johnson and Mayor Clark

#### Council Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Engineer

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

Sneffels Energy Board - Councilor Lakin and Public Works Services Administrator; alternate -  
Mayor Pro Tem Johnson

Region 10 Board - Mayor Clark

WestCO Dispatch Board - Town Marshal; alternate - Town Manager

Gunnison Valley Transportation Planning Region - Town Manager; alternate - Public Works  
Services Administrator

Ouray County Transit Committee - Public Works Services Administrator; alternate - Town Manager

Ouray County Water Users Association - Councilor Meyer

Ouray County Affordable Housing Advisory Committee - Councilor Austin.

#### Council Participation and Liaisons:

Chamber of Commerce - Councilmember Hunter

Communities That Care Coalition - Mayor Clark

Ouray County Fairgrounds - Councilor Austin

### **ADJOURNMENT**

Deadline for agenda items for next regular meeting, Wednesday, December 4, 2019 at 4:00 p.m.,  
Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

RIDGWAY TOWN COUNCIL  
MINUTES OF WORKSHOP MEETING  
SEPTEMBER 23, 2019

The Town Council convened for a workshop meeting at 5:35 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. Councilors Austin, Cheek, Hunter, Lakin, Meyer and Mayor Clark were in attendance. Mayor Pro Tem Johnson was absent

Town Clerk's Notice of Workshop dated September 18, 2019.

The Town Council and Town Manager met with consultant Mark Garcia of Gov-Plus LLC to discuss the hiring process for a new Town Manager. Mr. Garcia presented an outline with a schedule of the recruitment and the hiring process for discussion. He explained the position was posted on the Colorado City/County Management Association and Colorado Municipal League websites. The advertisement was updated with Mr. Garcia's contact information and application criteria as discussed at the September 4, 2019 Council Workshop. The Council agreed the position should also be advertised on the International City Managers Association website.

Mr. Garcia explained the candidates for Town Manager will be vetted by a hiring panel. It was agreed the panel would consist of Mayor Clark, Mayor Pro Tem Johnson, Town Clerk Kraft, Town Marshal Schmalz, Public Works Administrator Jones, Town Planner Coburn, Community Initiatives Facilitator Silbert and the Department of Local Affairs regional representative Patrick Rondinelli will be on the hiring panel. The hiring panel will rank the applicants in 3 tiers. Tier 1 will represent highly qualified candidates, Tier 2, marginally qualified candidates, and Tier 3 representing unqualified candidates. The information will be presented for recommendation to the Town Council in an executive session on October 24. Town Council will review and select 2-6 candidates from the recommendation for interviews.

Mr. Garcia explained there may be travel reimbursement costs for the finalists; and their names will be published by October 29. The finalists will tour the Town of Ridgway facilities the afternoon of November 7 and attend a meet and greet with the town residents later in the evening at the Community Center. The final candidates will interview with the Town Council and community stakeholders on November 8<sup>th</sup>.

There were questions from the Council throughout the workshop.

The meeting adjourned at 6:45 p.m.

Respectfully Submitted,

Karen Christian  
Deputy Clerk

TOWN COUNCIL OF RIDGWAY  
MINUTES OF REGULAR MEETING  
OCTOBER 9, 2019

CALL TO ORDER

The Mayor called the meeting to order at 5:30 p.m. at the Ridgway Community Center, 201 North Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Austin, Cheek, Hunter, Lakin, Meyer, Mayor Pro Tem Johnson and Mayor Clark in attendance.

EXECUTIVE SESSION

The Town Attorney requested the Town Council enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) for the purpose of receiving legal advice regarding Tony Girard vs. The Town of Ridgway; and Colorado Revised Statutes 24-6-402 (4) (e) for matters that may be subject to negotiations regarding the Interim Marshal position.

ACTION:

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

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

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

The regular meeting began at 6:05 p.m.

INTRODUCTIONS AND PRESENTATIONS

Town Manager Coates introduced Deputy Marshal Jeffrey Pickle and recommended that he be removed from probation and placement as a full time employee.

ACTION:

Councilor Hunter moved to remove Deputy Jeffrey Pickle from probationary status to full time employment. Mayor Pro Tem Johnson seconded the motion and it carried unanimously.

The Town Manager also introduced Interim Marshal Shane Schmalz and recommended that he be removed from interim status and be promoted to the Town Marshal.

ACTION:

Councilor Lakin moved to approve the promotion of Shane Schmalz from interim status to Town Marshal. Councilor Austin seconded the motion and it carried unanimously.

CONSENT AGENDA

1. Minutes of the Regular Meeting of September 11, 2019.
2. Minutes of the Special Meeting on September 18, 2019.

3. Minutes of the Budget Workshop Meeting of September 18, 2019
4. Register of Demands for October 2019.
5. Renewal of beer and wine liquor license for Mo Money LLC, (Panny's).
6. Request for water leak adjustment for Account 2350.0.

ACTION:

It was moved by Mayor Pro Tem Johnson, seconded by Councilor Cheek and unanimously carried to approve the consent calendar.

PUBLIC COMMENTS

May Collier expressed her concerns regarding the crosswalk at the intersection of Amelia and Sherman Streets. She explained that many parents and children have nearly been hit by motorists while the crosswalk lights are flashing. She said the motorists disregard the crosswalk attendant and the patrol car presence and requested that a traffic control sign be placed further up the road west of Amelia Street. The Council requested staff discuss the matter with the Marshal's office and contact the Colorado Department of Transportation (CDOT) regarding the signage.

PUBLIC REQUESTS AND PRESENTATIONS

7. Update on Ouray County broadband efforts

Michelle Neese, Executive Director of Region 10 gave a brief overview about provision and distribution of affordable regional broadband by using existing assets, providers and local electric companies. This was obtained through an eight million dollar grant from the Department of Local Affairs. County Administrator, Connie Hunt explained fiber optic services and redundancy have been created from Montrose to Ridgway and Telluride for public health services. Jeff Hawkins, Information Technology Manager for Ouray County reviewed overcoming project challenges through collaboration with Region10. Project challenges were lack of capacity, redundancy, un-served areas, and no incumbent provider. County Commissioner Ben Tisdale explained allocation for State and Federal funding and project phasing. Ms. Hunt noted the project, which is underway will cost \$2.7 million, and over \$1.8 million has been received in contributions.

8. Ridgway Area Chamber of Commerce Quarterly Update

Hilary Lewkowitz, Marketing Director for the Ridgway Chamber reported Board President, Colin Lacy stepped down and Tim Patterson will serve as the interim President until January. She reported that another \$10,000 grant was received from the Colorado Tourism Office. The grant money will be used to promote off-season economic opportunities and marketing in Ridgway and Ouray County through a partnership with the Ouray County Tourism Office. Lewkowitz reported that a \$25,000 grant has been received to promote the Creative Corridor; the Master Plan for the Chamber and Visitor's Center is completed; they are working on a grant to provide signage for promoting the downtown businesses, and county wide assets; the 2020 Visitor Guide should be out for publication in January; and four scholarships were awarded from the annual golf tournament.

## PUBLIC HEARINGS

9. Preliminary Plat; Location; southwest corner of Sherman/Hwy 62 and South Railroad, Legal Address: S 16 T: 45 R: 8 N1/2SW1/4; Address: TBD Railroad/Hwy 23; Zone: Historic Business; Applicant and Owners: Ridgway Cohousing, LLC

Staff Report dated October 4, 2019 presenting recommendation from the Planning Commission to approve with conditions the Preliminary Plat for TBD South Railroad Street and Highway 62, prepared by the Town Planner.

Town Planner's Notice of Public Hearing dated September 27, 2019.

Town Planner Shay Coburn reviewed the Site Plan for the project explaining the applicant submitted plat revisions required by the Planning Commission prior to the Council meeting. Coburn reviewed the list requiring Town Council's approval which included: Town Engineer's review for the recent revisions submitted, deferral of a required sidewalk along Parcel A until the Railroad Street alignment is resolved, deferring installation of the phone service lines until after final plat, an extension on the 90-day time requirement to meet the conditions of the preliminary plat; and an extension to obtain the permit for the culvert and utility work in the floodplain. The Town Planner explained that the Applicants will enter into a Subdivision Improvements Agreement if needed and recommended approval of the application.

John Baskfield, architect for the project said a grass-roots group developed the co-housing concept for the project which focuses on common spaces, shared resources and support. The project uses energy efficient construction and will also use rain gardens for landscaping and to retain storm water that will be disbursed throughout the grounds. Mr. Baskfield noted they will also improve the alley way between the parcel and Alpine Bank and that will assist in pedestrian traffic flowing from Cottonwood Park.

The Town Council discussed the application with Mr. Baskfield.

Mayor Clark opened the hearing for public comment.

Michael Cox spoke in favor of the project and suggested a round-a-bout for traffic control at the proposed Railroad alignment intersection.

Mayor Clark closed the hearing for public comment.

The Council discussed the application with staff. The Town Planner explained the floodplain permit process which could take up to 2 years to complete. She also noted the storm water drain installation will require an encroachment across Highway 62. A State permit is required and that may also take longer than the 90 day requirement in the Town regulations.

## ACTION:

Councilor Lakin moved to approve the Preliminary Plat for Ridgway Co Housing LLC subject to all the conditions in the Staff Report dated October 4, 2019, including the Town Engineer's review; a two year extension is approved in order to obtain the necessary permits with the Town and United States Army Core of Engineers; a 6 month extension is approved to obtain the

permit for highway access regarding the storm water drain; and deferral for the sidewalk installation requirement along Parcel A is approved until the final plat discussion. Councilor Hunter seconded the motion and it carried unanimously.

10. Ordinance Replacing Section 7-3-12(J) of the Ridgway Municipal Code, to Provide Regulations for Master Sign Plans, and Adding Provisions to the Sign Regulations in Chapter 7-3-12 to Reference Master Sign Plan Regulations

The Town Planner explained the ordinance allows flexibility for multi-business buildings and for business with more than one building on a lot.

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

ACTION:

Mayor Pro Tem Johnson moved to adopt Ordinance 2019-07, An Ordinance of the Town of Ridgway, Colorado Replacing Section 7-3-12(J) of the Ridgway Municipal Code Section to Provide Regulations for Master Sign Plans, and Adding Provisions to the Sign Regulations in Chapter 7-3-12 to Reference Master Sign Plan Regulations. Councilor Lakin seconded the motion and it carried unanimously.

11. Adoption of Emergency Ordinance of the Town of Ridgway, Colorado Amending the Ridgway Municipal Code Section 9-1-17 Adjusting Water Service Rates

Memorandum dated October 7, 2019 regarding the Water Rates Emergency Ordinance from the Town Manager.

The Town Manager reviewed the memorandum which provided revenue projections for various base rates and overage costs scenarios as requested by the Town Council at the September regular meeting. She commented the rates will affect every building in town.

The Town Council asked questions and discussed the scenarios with the Town Manager.

Mayor Clark opened the hearing for public comment.

Torbin Hollenbeck spoke in favor of the proposed ordinance.

Bob Collins said "the rates can be tweaked more to bring the rate down, but the new ordinance is better than the old ordinance."

Mike Cox asked if the Community Garden rates were considered. The Public Works services Administrator explained the Community Garden receives the same rate as a single family residence.

The Deputy Clerk read a memorandum regarding the water rates discussion from resident Barthold Lichtenbelt dated October 9, 2019. The memorandum stated Mr. Lichtenbelt supports water conservation, stated the base rate of \$10.40 per 1000 gallons is too high, and asked for the rate to be reduced. Lichtenbelt also requested the Town Council investigate options to lower cost and ensure that there is sufficient long-term water supply.

Mayor Clark closed the hearing for public comment.



The Town Council discussed the matter and requested staff to investigate the use of grey water for summer watering as time permits, realizing this proposed change will also prompt drafting an ordinance.

ACTION:

Councilor Lakin moved to approve Ordinance 2019-08: An Emergency Ordinance of the Town Of Ridgway, Colorado Amending the Ridgway Municipal Code Section 9-1-17 Adjusting Water Service Rates, and with the edit that the Ridgway Schools effective date will be changed to 11-1-2019. Mayor Pro Tem Johnson seconded the motion and it carried unanimously.

POLICY MATTERS

12. Request to submit site application to Colorado Department of Public Health and Education (CDPHE) for lift station at the Preserve PUD

Ms. Coates explained a proposed lift station is required with this development and must be approved by the State of Colorado. She further explained the application for the lift station must be approved by Ouray County, the Town of Ridgway and requested the Council's approval as well.

ACTION:

Councilor Cheek moved to approve the request for site application to CDPHE for lift station at Preserve PUD. Councilor Lakin seconded the motion and it carried unanimously.

13. Second Amendment to 2002 Ouray County Ridgway Land Use Intergovernmental Agreement, amending the Urban Growth Management Area

Amendment No. 2 To Intergovernmental Agreement Between the Town of Ridgway and Ouray County; Future Land Use Map-Town of Ridgway.

Town Planner Coburn presented the proposed amendment to the agreement and explained the urban growth boundaries have not been updated since 2007. The Land Use Map and Growth Management Area on the map are the only updates in the amendment and would need to be approved by the Town and Ouray County she concluded.

The Mayor requested public comment.

County Planning Commissioner Sheelagh Williams commented that the Area of Influence on the map did not change. Planner Coburn explained the Area of Influence on the map does not change unless the Town boundary changes.

The Mayor closed the opportunity for public comment.

ACTION:

Councilor Hunter moved to approve the proposed Second Amendment to 2002 Ouray County Ridgway Land Use IGA, amending the Urban Growth Management Area. Mayor Pro Tem Johnson seconded the motion and it carried unanimously.

14. Railroad Street temporary access agreement

Town Attorney Bo Nerlin presented a six month temporary access agreement between the Railroad Museum, Ranch History Museum and property owner Eco Properties. He explained the proposed agreement replaces the month-to-month agreement for the three points of access at the lot and will expire in April 2020.

Mayor Clark requested public comment and there was none.

ACTION:

Mayor Pro Tem Johnson moved to approve the six-month agreement with the Railroad Museum, Ranch History Museum and Echo Properties for temporary access to Railroad Street. Councilor Austin seconded the motion and it carried unanimously.

15. Resolution Updating Specified Clerk's Fees

The Town Manager explained the resolution is to reconcile certain Town fees with the Colorado Open Records Act for established maximum fees.

The Mayor requested public comment public comment and there was none.

ACTION:

Councilor Lakin moved to approve Resolution No. 19-10 A Resolution Of The Town Council Of The Town Of Ridgway Updating Specified Clerk's Fees. Councilor Cheek seconded the motion and it carried unanimously.

16. Resolution in Support Of Proposition CC On The November 5, 2019 Statewide Election Ballot, A Measure To Allow The State To Invest Revenue Collected Beyond Current State Limits For State And Local Transportation Projects As Well As K-12 Education And Higher Education

Manager Coates presented the resolution and noted that the Colorado Municipal League has taken a position of support. She asked the Town Council to consider support it as well.

The Mayor requested public comment public comment and there was none.

ACTION:

Councilor Hunter moved to approve Resolution No. 19-11 A Resolution Of The Town Of Ridgway In Support Of Proposition CC On The November 5, 2019 Statewide Election Ballot, A Measure To Allow The State To Invest Revenue Collected Beyond Current State Limits For State And Local Transportation Projects As Well As K-12 Education And Higher Education. Councilor Cheek seconded the motion and it carried unanimously.

17. Resolution 19-12 A Resolution in Support of Proposition DD, which will authorize sports betting with master licenses held only by those entities licensed to conduct limited gaming within the three host cities, and requires local voter approval in the three host cities.

The Town Manager commented that the resolution will assist in funding the State Water Plan.

ACTION:

Councilor Meyer moved to approve Resolution 19-12; A Resolution in Support of Proposition DD, Which Will Authorize Sports Betting with Master Licenses Held Only By Those Entities Licensed to Conduct Limited Gaming Within the Three Host Cities, and Requires Local Voter Approval in the Three Host Cities. Councilor Hunter seconded the motion and it carried unanimously.

18. Request to approve change to Ridgway Chautauqua Society (RCS) 2019 Revocable Special Event Permit for alcohol sales at the Ridgway Concert Series

Memorandum dated October 7, 2019 presenting background and analysis, prepared by the Town Manager.

Councilors Cheek, Austin and Mayor Clark recused themselves from the discussion and actions based on conflict of interests.

Staff reviewed the financials for the 2019 Concert Series as requested by the Town Council at the September regular meeting. Manager Coates explained the Concert Series used to pay for itself when the Town operated the alcohol tent, and now the event is a direct cost to the Town of approximately \$16,000. She recommended the Town reduce the RCS vendor fee by 10% for only 2019 because the Town already significantly subsidizes the Concert Series, and the goal is for the Town not to continue subsidizing it. Ms. Coates noted the Town supports the Concert Series and suggested Council look at any request on its own merit next year, after the series is finished.

SPEAKING FROM THE AUDIENCE:

Sheelagh Williams, RSC Board Member said she felt the sales were reduced primarily because of attendance; crowds were smaller, there was a conflict with the 4<sup>th</sup> of July show and bad weather at the last show caused most of the crowd to leave early.

ACTION:

Councilor Meyer moved to approve a 10% reduction for the Ridgway Chautauqua Society's vendor fee for the 2019 Concert Series, with the commitment that a reduction for next year will be reviewed after the Concert Series is finished. Councilor Hunter seconded the motion and it carried unanimously.

Councilors Cheek, Austin and Mayor Clark returned to sit with the Council.

The Council paused for a break at 8:50 p.m. and resumed at 8:55 p.m.

19. Introduction of draft 2020 budget

The Town Manager introduced the draft budget and noted the expenditures pending projections.

20. Request to submit comment letter to the Public Utilities Commission expressing support for the efforts to have Tri-State eliminate their 5% cap on renewables

Memorandum to the Colorado Public Utilities Commission dated October 10, 2019, from the Ridgway Town Council regarding Tri-State Generation and Transmission Rulemaking Docket 19R-0408E; Notice of Proposed Rulemaking, Decision No. C19-0651, Adopted July 25, 2019.

Mayor Clark presented the letter to the Colorado Public Utilities Commission “requesting that Tri-State Generation be subject to the same regulations as other electric utilities in Colorado, which will help Tri-State move toward increasing the use of renewable generated electricity and decreasing the cost of power in Colorado,” and asked the Council for comment and approval.

There were no questions or comments from the Council.

#### ACTION:

Councilor Meyer moved to approve sending the letter regarding Tri-State Generation and Transmission Rulemaking Docket 19R-0408E to the Colorado Public Utilities Commission. Mayor Pro Tem Johnson seconded the motion which carried unanimously.

#### 21. Discussion of the Town Council Adopt a Highway Initiative

Mayor John Clark updated the Council about participating in the Initiative. He submitted a request to adopting mile markers 15.5 thru 18 on Highway 550 and the designation is pending approval from the Colorado Department of Transportation.

#### 22. Discussion of a Prohibition on the Use of Vaping Devices

Mayor Clark sparked the discussion due to recent vaping crises. Tanner Kingery, Ouray County Public Health Deputy Director provided information about what other communities in Colorado are doing such as limiting the smoking age, banning flavored vaping products, and tax increases on tobacco products.

The Town Council discussed types of preventative measures that could be put in place.

#### SPEAKING FROM THE AUDIENCE:

Business owner Aaron Strength commented there is misinformation circulating in the media and that he has not seen under age or multiple pack purchase transactions through his business. Mr. Strength said he is concerned about under age users because black market vaping products are the primary cause of related vaping deaths and would like to find a solution to prevent the “unofficial channels” from circulating in the schools.

The Council asked staff to investigate regulations and licensing requirements as time permits.

#### MANAGER’S UPDATE

Manager Coates reported on the progress of the Tri-County Water Conservancy Agreement and the results of the tax credit application for Space to Create.

The Town Council asked questions regarding the Planning Commission Report.

### COUNCIL REPORTS

Mayor Clark advised the Council of the candidate interview schedule for the Town Manager position. The Council discussed proposed members for the stakeholder list.

Councilor Lakin reported on Colorado Municipal League's (CML) recent State legislative actions about repealing single use plastics. Lakin will forward an email from the CML Policy Committee containing a link to the Council so they can send letters of support to CML.

### ADJOURNMENT

The Mayor adjourned the meeting at 9:35 p.m.

Respectfully Submitted,

Karen Christian, Deputy Clerk

RIDGWAY TOWN COUNCIL  
MINUTES OF BUDGET WORKSHOP MEETING  
OCTOBER 23, 2019

The Town Council convened for a budget workshop meeting at 6:05 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Austin, Cheek, Hunter, Lakin, Meyer, Mayor Pro Tem Johnson and Mayor Clark in attendance.

Town Clerk's Notice of Budget Workshop dated October 18, 2019.

The Council received the draft 2020 Fiscal Year Budget and worksheet of proposed Capital Projects.

Staff reviewed with Council the draft budget and estimated year end 2019 and projected 2020 revenue and expenditures.

The Council and staff reviewed proposed 2020 Capital Projects and Outlays.

The Town Manager presented the Gunnison Valley Transportation priorities for highway improvements recommendations as they related to Highways 550 and 62; the 2020 work plans for the Parks Committee, Planning Commission and Creative District; the proposed Strategic Plan for 2020.

The meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

RIDGWAY TOWN COUNCIL  
MINUTES OF SPECIAL MEETING

OCTOBER 23, 2019

The Town Council convened for a special meeting at 5:35 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, Cheek, Hunter, Lakin, Meyer and Mayor Clark. Mayor Pro Tem Johnson was absent.

Town Clerk's Notice dated October 18, 2019 calling a special meeting.

1. Contract with Collier Geophysics for completion of a multi-purpose geophysical survey of Lake Ottonowanda

Town Manager Coates explained since the 2016 renovation of the municipal reservoir at Lake Ottonowanda staff has been observing changing water levels and funds were budgeted to perform a study to determine ways to address evaporation and seepage. She presented a contract with Collier Geophysics to perform a survey of the lake in the amount of \$ 28,097.

ACTION:

It was moved by Councilor Cheek and seconded by Councilmember Lakin to enter into a contract with Collier Geophysics for completion of a multi-purpose geophysical survey of Lake Ottonowanda. The motion carried unanimously.

2. Contract with Clarion and Associates for implementation of the Master Plan including updates to the Municipal Code

Manager Coates reported as directed by the Planning Commission and Town Council staff has discussed with Clarion and Associates, the consulting firm which prepared the master plan update, implementation of the plan through the land use code as it relates to housing. The project will begin this year and be completed in April. Contract amount in 2019 is \$16,000.

ACTION:

Councilmember Meyer moved to approve the professional services agreement with Clarion and Associates for master plan implementation. Councilor Hunter seconded the motion which carried unanimously.

3. Agreement with Tri-County Water Conservancy District to establish an emergency service interconnection

The Town Manager explained the Tri-County Water Conservancy District board has approved installation of an emergency service water line on the east side of Town. The agreement does not obligate expenditure of funds, but will require the public works staff to purchase materials and install the interconnection in 2020. The agreement states the district shall "deliver water to the Town in case of emergency", but "will not supply the whole town".

There were questions from the Council and audience.

ACTION:

Councilor Hunter moved, and Councilmember Cheek seconded to enter into an agreement with Tri-County Water Conservancy District to establish an emergency service interconnection. On a call for the vote the motion carried unanimously.

4. Memorandum of Understanding with Dolphin House Child Advocacy Center establishing agreed upon policies and procedures

Manager Coates noted Dolphin House Child Advocacy and regional agencies have been working together to establish a framework and create an understanding of child advocacy services provided to law enforcement agencies.

ACTION:

Councilor Meyer moved, with Councilmember Hunter seconding to endorse the Memorandum of Understanding with Dolphin House Child Advocacy Center with the addition the Marshal shall sign on the law enforcement representative list. On a call for the vote the motion carried unanimously.

5. Letter of support for enterprise zone status for the Ouray County Ranch Museum

The Town Manager presented a request from the Ouray County Ranch Museum for a letter of support for application to Region 10 for enterprise zone status.

ACTION:

Moved by Councilmember Lakin to send a letter of support for enterprise zone status for the Ouray County Ranch Museum. Councilor Cheek seconded the motion which carried unanimously.

The meeting adjourned at 5:55 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk



RIDGWAY TOWN COUNCIL  
MINUTES OF SPECIAL MEETING  
OCTOBER 24, 2019

The Town Council convened for a special meeting at 6:10 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Austin, Cheek, Hunter, Lakin, Meyer, Mayor Pro Tem Johnson and Mayor Clark in attendance.

Town Clerk's Notice dated October 10, 2019 calling a Special Meeting to enter into Executive Session.

The Mayor announced the Council would enter into a closed session pursuant to Colorado Revised Statutes (C.R.S.) 24-6-402(4) (e) for the purpose of determining a position relative to matters that may be subject to negotiations and to develop a strategy for negotiations for review of candidates for the Town Manager position.

ACTION:

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

The Council entered into executive session at 6:10 p.m. with hiring consultant Mark Garcia.

The Council reconvened to open session at 8:20 p.m.

The meeting adjourned at 8:20 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

**Town of Ridgway**  
**Register of Demands**  
November 2019

Name	Memo	Account	Paid Amount
<b>Montrose Water Factory, LLC</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-15.75
		732POO · Supplies & Materials	-15.75
		932SOO · Supplies & Materials	-15.75
		932WOO · Supplies & Materials	-15.75
TOTAL			-63.00
<b>Verizon Wireless</b>		<b>Alpine-Operating Account</b>	
		943SOO · Telephone	-75.03
		943WOO · Telephone	-205.42
		843GO3 · Telephone	-212.94
		543GOO · Telephone	-116.52
		643GO2 · Telephone	-53.26
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.01
		952WOO · GIS Mapping - water	-10.01
		819GO3 · Contractual Services	-160.18
TOTAL			-853.37
<b>J. David Reed, PC</b>		<b>Alpine-Operating Account</b>	
	Lake O	911WOO · Legal Services	-74.00
	Railroad Depot	511GOO · Town Attorney	-74.00
	police	511GOO · Town Attorney	-222.00
	sign code violation	511GOO · Town Attorney	-277.50
	Oct 2019	511GOO · Town Attorney	-1,221.00
	Oct 2019 - TC	511GOO · Town Attorney	-462.50
	Ridgway Cohousing (to be reimb)	511GOO · Town Attorney	-630.00
TOTAL			-2,961.00
<b>True Value</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-16.86
		732POO · Supplies & Materials	-4.99
		832GO3 · Equipment & Supplies	-78.71
		932SOO · Supplies & Materials	-29.44
		932WOO · Supplies & Materials	-180.77
TOTAL			-310.77
<b>Bobcat of the Rockies LLC</b>		<b>Alpine-Operating Account</b>	
	bulbs (3) - Toolcat	761POO · Vehicle & Equip Maint & Repair	-44.19
	bulbs (3) - Toolcat	661GO2 · Vehicle & Equip Maint & Repair	-14.73
TOTAL			-58.92
<b>Grand Junction Pipe &amp; Supply ...</b>		<b>Alpine-Operating Account</b>	
		988WOO · Taps & Meters	-33.30
		988WOO · Taps & Meters	-542.09
		988WOO · Taps & Meters	-1,505.44
	Clinton main repair	931SOO · Maintenance & Repairs	-388.02
		932SOO · Supplies & Materials	-106.92
TOTAL			-2,575.77

**Town of Ridgway**  
**Register of Demands**  
November 2019

Name	Memo	Account	Paid Amount
<b>Western Paper Distributors</b>		<b>Alpine-Operating Account</b>	
		732PO1 · Supplies - community center	-154.35
		732POO · Supplies & Materials	-154.35
TOTAL			-308.70
<b>Bolinger &amp; Queen Inc</b>		<b>Alpine-Operating Account</b>	
	plant pipe repair	931WOO · Maintenance & Repairs	-922.01
TOTAL			-922.01
<b>SGM</b>		<b>Alpine-Operating Account</b>	
	thru 10/12/19	552GOO · GIS Mapping - admin	-64.00
	thru 10/12/19	952WOO · GIS Mapping - water	-64.00
	thru 10/12/19	952SOO · GIS Mapping - sewer	-64.00
TOTAL			-192.00
<b>Mesa County HDR Laboratory</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-20.00
TOTAL			-20.00
<b>SGS Accutest Inc</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-99.50
TOTAL			-99.50
<b>Sunset Automotive</b>		<b>Alpine-Operating Account</b>	
	mount tires - Toolcat	761POO · Vehicle & Equip Maint & Repair	-90.00
	mount tires - Toolcat	661GO2 · Vehicle & Equip Maint & Repair	-30.00
TOTAL			-120.00
<b>UNCC</b>		<b>Alpine-Operating Account</b>	
		915WOO · Dues & memberships	-24.85
		915SOO · Dues & Memberships	-24.85
TOTAL			-49.70
<b>Ouray County Road &amp; Bridge</b>		<b>Alpine-Operating Account</b>	
	Oct 2019	660GO2 · Gas & Oil	-543.32
	Oct 2019	760POO · Gas & Oil	-142.66
	Oct 2019	960WOO · Gas & Oil	-182.07
	Oct 2019	960SOO · Gas & Oil	-500.63
	Oct 2019	860GO3 · Gas & Oil	-535.62
TOTAL			-1,904.30

**Town of Ridgway**  
**Register of Demands**  
November 2019

Name	Memo	Account	Paid Amount
<b>Caselle Inc</b>		<b>Alpine-Operating Account</b>	
	Dec 2019	914SOO · Consulting & Engineering Servs	-159.50
	Dec 2019	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
<b>Evoqua Water Technologies LLC</b>		<b>Alpine-Operating Account</b>	
	pneumatic valve - plant	931WOO · Maintenance & Repairs	-2,095.00
TOTAL			-2,095.00
<b>Deeply Digital LLC</b>		<b>Alpine-Operating Account</b>	
	Dec 2019 maintenance	556GOO · IT Services	-464.00
	Dec 2019 maintenance	615GO2 · IT Services	-46.40
	Dec 2019 maintenance	729POO · IT	-46.40
	Dec 2019 maintenance	820GO3 · IT Services	-204.16
	Dec 2019 maintenance	917WOO · IT Services	-83.52
	Dec 2019 maintenance	917SOO · IT Services	-83.52
TOTAL			-928.00
<b>Arborist Services LLC</b>		<b>Alpine-Operating Account</b>	
	5/23/19-10/17/19	767POO · Urban Forest Management	-2,308.75
	Charles & Charlotte	682GO2 · Tree Trimming - Streets&Rof...	-3,000.00
TOTAL			-5,308.75
<b>Galls</b>		<b>Alpine-Operating Account</b>	
	pants (2)	883GO3 · Uniforms	-143.22
	handcuff pouches, duty belts	832GO3 · Equipment & Supplies	-161.12
TOTAL			-304.34
<b>NAPA</b>		<b>Alpine-Operating Account</b>	
	battery - Mack wtr truck	661GO2 · Vehicle & Equip Maint & Repair	-180.89
TOTAL			-180.89
<b>Schoonover's Mobile Mechanic...</b>		<b>Alpine-Operating Account</b>	
	mount tires - Fusion	861GO3 · Vehicle Maintenance & Repair	-82.80
TOTAL			-82.80
<b>Collier Geophysics, LLC</b>		<b>Alpine-Operating Account</b>	
	Lake O geophysical survey	914WOO · Consulting & Engineering Ser...	-18,752.00
TOTAL			-18,752.00
<b>Pureline Treatment Systems</b>		<b>Alpine-Operating Account</b>	
	Nov 2019	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00

**Town of Ridgway**  
**Register of Demands**  
November 2019

Name	Memo	Account	Paid Amount
<b>Home Depot Credit Services</b>		<b>Alpine-Operating Account</b>	
	shop water heater	632GO2 · Supplies & Materials	-6.83
	shop water heater	932WOO · Supplies & Materials	-6.83
	shop water heater	932SOO · Supplies & Materials	-6.82
TOTAL			-20.48
<b>San Miguel Power Assoc, Inc.</b>		<b>Alpine-Operating Account</b>	
	9/18/19-10/19/19	542GOO · Utilities	-66.16
	9/18/19-10/19/19	638GO2 · Street Lighting	-413.34
	9/18/19-10/19/19	642GO2 · Utilities	-57.37
	9/18/19-10/19/19	742POO · Utilities	-267.71
	9/18/19-10/19/19	742PO1 · Utilities - community center	-66.16
	9/18/19-10/19/19	842GO3 · Utilities	-66.16
	9/18/19-10/19/19	942SOO · Utilities	-3,817.65
	9/18/19-10/19/19	942WOO · Utilities	-543.79
TOTAL			-5,298.34
<b>The Paper Clip LLC</b>		<b>Alpine-Operating Account</b>	
		541GOO · Office Supplies	-122.74
		841GO3 · Office Supplies	-14.36
		941WOO · Office Supplies	-40.21
		941SOO · Office Supplies	-40.21
TOTAL			-217.52

Ridgway Community Garden video

[HERE](#) -

ORDINANCE NO. 2019-\_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO REPEALING AND REPLACING SECTION 6-1 OF THE RIDGWAY MUNICIPAL CODE TO UPDATE BUILDING REGULATIONS AND TO ADOPT BY REFERENCE CERTAIN 2018 INTERNATIONAL CODE COUNCIL CODE BOOKS AND AMENDMENTS THERETO**

**WHEREAS**, the Town of Ridgway (the "Town"), is a duly organized and existing home rule municipality of the State of Colorado; and

**WHEREAS**, the Town of Ridgway Municipal Code (the "Code") contains building regulations further enumerated under Section 6-1, Building Regulations; and

**WHEREAS**, the Town Council adopted the 2006 International Building Code, International Residential Code, International Existing Building Code, International Energy Conservation Code, International Mechanical Code, International Fuel Gas Code, International Fire Code, and International Property Maintenance Code as published by the International Code Council by ordinance 9-2008; and

**WHEREAS**, the Town Council has since adopted amendments to the Code Section 6-1, Building Regulations through ordinance 6-2008, 9-2008, 6-2009, 4-2010, 5-2012, 1-2014, 1-2017, 2-2019; and

**WHEREAS**, the Town Council supports keeping up-to-date with current trends and building practices by adopting by reference the 2018 International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Fire Code, International Existing Building Code, and International Property Maintenance Code as published by the International Code Council, with amendments to fit local conditions and desires.

**NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, AS FOLLOWS:**

**Section 1.**      **Section 6-1** of the Ridgway Municipal Code is amended, as follows:

**6-1-1 ADOPTION AND APPLICATION OF CODES.**

(A) There is hereby adopted for the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare, The International Building Code, 2018, Edition, including Appendices E, I and J, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing, the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; the declaration of buildings and structures as unfit for human occupancy and use, and the demolition of such structures; and providing for the issuance of permits and collection of fees therefore.

(B) There is hereby adopted for the purpose of providing minimum standards to protect persons and property, public safety, health and general welfare, The International Residential Code, 2018 Edition, including Appendices E, F, G, H, J, L, M, Q, R and S as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress and the issuance of permits and collection of fees therefore.

(C) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Mechanical Code 2018 Edition, including Appendix A, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems and the issuance of permits and collection of fees therefore.

(D) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Fuel Gas Code, 2018 Edition, including Appendices A, B, C, and D, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing fuel gas systems and gas-fired appliances and the issuance of permits and collection of fees therefore.

(E) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Energy Conservation Code, 2018 Edition, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems and for the issuance of permits and collection of fees therefore.

(F) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Fire Code, 2018 Edition, including Appendices B and C, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations safeguarding life and property from fire and explosion hazards arising from the occupancy of buildings and premises and the issuance of permits and collection of fees therefore.

(G) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Existing Building Code 2018 Edition, including Appendices A and B, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing the repair, alteration, change of occupancy, addition and relocation of existing buildings including historic buildings and the issuance of permits and collection of fees therefore.

(H) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Property Maintenance Code, 2018 Edition, including Appendix A , as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing the conditions and maintenance of all property, building and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; and the issuance of permits and collection of fees therefore.



(I) Plumbing. The International Plumbing Code, as adopted and amended by the State of Colorado, shall apply to the installation, alterations, repairs, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, and appurtenances, where connected to a water or sewage system and all aspects of a medical gas system, and references to the International Plumbing Code shall mean such code.

(J) Electrical. The National Electric Code, as adopted and amended by the State of Colorado, shall apply to the installation, alterations, repairs, and replacement of electrical systems.

(K) One copy of each of the above codes is on file in the office of the Town Clerk and may be inspected during regular business hours.

#### **6-1-2 ADMINISTRATION.**

(A) The Town Council may appoint a Building Official or one or more inspectors, who shall be employees of the Town, to enforce, interpret and administer the provisions of this Section and the codes adopted herein by reference, except that the State Electrical Inspector shall have primary responsibility to enforce, interpret and administer the Electrical Code in accordance with State law. No certificate of occupancy shall be issued until the State Electrical Inspector and the State Plumbing Inspector have given final approval of State permitted work.

(B) The Building Official or his/her designated representative shall have the right to enter upon public and private property at all reasonable times to inspect or enforce the provisions of this Section and any of the codes adopted herein by reference. If the premises are occupied, he/she shall request entry. If the premises are unoccupied, he/she shall make efforts to locate the owner or the persons in custody to request entry. If entry is refused, the Building Official shall have recourse as provided by law to secure entry.

#### **6-1-3 CHANGES, DELETIONS AND EXCEPTIONS TO THE CODES ADOPTED BY REFERENCE.**

(A) The INTERNATIONAL BUILDING CODE, 2018 Edition is amended as follows:

(1) References in Section 101.1 and elsewhere to "jurisdiction" shall mean the Town of Ridgway.

(2) Section 101.4.1 is hereby amended to read as follows:

101.4.1 Gas. The provisions of the International Fuel Gas Code as amended and adopted by the State of Colorado Plumbing Board.

(3) Section 101.4.3 is hereby amended to read as follows:

101.4.3 Plumbing. The International Plumbing Code, as adopted and amended by the State of Colorado, shall apply to the installation, alterations, repairs, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, and appurtenances, where connected to a water or sewage system and all aspects of a medical gas system, and references to the International Plumbing Code shall mean such code.

(4) Add Section 101.4.8:

101.4.8 Electrical. The provisions of the Electrical Code, as adopted by the State of Colorado, shall apply to the installation of electrical systems, including alterations and repairs.

(5) Section 104.1 is hereby amended to append the following sentence:

The Building Official is empowered to hire on a special basis, technical assistants for the

provision of special expertise and the checking of plans and making of inspections, and the cost of employing such technical assistants shall be added to the cost of any permits required by this Code or the codes adopted by the Town.

(6) Section 104.7 Department records, is hereby deleted.

(7) Section 104.10.1 is amended to read: Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(8) Section 105.2 Work exempt from permit, is hereby amended as follows:

Item number 1: Replace 120 square feet (11 m<sup>2</sup>), with 150 square feet (13.9 m<sup>2</sup>), and append the sentence: Provided, however, a site permit must be obtained from the Town for such structures which shall be subject to a permit fee of \$75 and shall be issued only for lawfully located structures.

Item number 2: Append the sentence to say: Provided, however, a site permit must be obtained from the Town for such fences which shall be subject to a permit fee of \$75 and shall be issued only for lawfully located fences.

(9) Section 107.1 General under Submittal documents, is hereby amended to read as follows:

107.1 General. The Building Inspector is hereby directed to require plans and specifications to accompany all applications for building permits and to waive this requirement only in the clearest cases of non-necessity. Architectural designs and documents shall be prepared by an architect licensed to practice in the State of Colorado. Structural designs and documents shall be prepared by a professional engineer licensed to practice in the State of Colorado. The construction documents, statement of special inspections and other data shall be submitted in one or more sets with each permit application.

(10) Section 109.2 Schedule of permit fees, is amended to read:

Section 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with Appendix L of the 2018 International Residential Code or as established by the applicable governing authority.

Plan review fees shall be 65% of the building permit fee as shown in Appendix L. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Subsection 107.3.4.1, an additional plan review fee shall be charged at the rate shown in Appendix L. In all cases involving new construction, if the Building Official finds that any of the permits required by any of the codes adopted by the Town are duplicative or redundant, the Building Official is empowered to waive the permit requirement or the fee for the permit or both.

The Town Council, in its sole discretion, may defer, reduce and/or waive certain building fees within this Chapter 6 for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

(11) Section 109.3 Building permit valuations, is hereby amended to read as follows:

109.3 Building permit valuations. The applicant for a permit shall provide an estimated project valuation at time of application. Project Valuations shall include total value of work including materials and labor for electrical, gas, mechanical, plumbing and all construction related installations and improvements. If, in the opinion of the Building Official, the valuation is underestimated on the application generally in accordance with the Building

Valuation Data published by the International Code Council, the permit shall be denied, unless the applicant can show detailed estimates in the form of valid construction contracts which meet the approval of the Building Official or adjust the valuation as recommended by the Building Official. Final project valuation for permit purposes shall be set by the Building Official.

(12) Section 109.4 Work commencing before permit issuance, is hereby amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

(13) Section 109.6 Refunds, is hereby amended to read as follows:

109.6 Refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

(14) A new Section 109.7 is added as follows:

109.7 Re-inspection. A re-inspection fee may be assessed for each inspection or re-inspection necessary because the portion of work for which the inspection was requested was not complete or when a required correction was not completed.

(15) Section 110.3.5 Lath, gypsum board and gypsum panel product inspection, is hereby amended to delete the exception.

(16) Section 110.5 Inspection requests, is hereby amended to read as follows:

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. Inspection requests shall be made a minimum of twenty-four hours in advance.

(17) Section 113 Board of Appeals, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(18) Section 114 Violations, is amended as follows:

114.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 114.3 and 114.4 are hereby deleted.

(19) Section 115.3 Unlawful continuance, is hereby deleted.

(20) Section 310.4.1 Care facilities within a dwelling, is hereby deleted.

(21) Section 1612.3 Establishment of Flood Hazard Areas, is amended to read as follows:

1612.3 Establishment of Flood Hazard Areas. Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(22) Section 1805.1.2.1 Flood Hazard Areas, is hereby amended such that the Exception therein reads as follows:

Exception: Under-floor spaces of Groups R-1, R-2, R-3 and R-4 buildings that meet the requirements of FEMA TB-11.

(23) Section 2701.1 Scope, is amended to read as follows:

2701.1 Scope. This chapter governs the electrical components, equipment and systems used in building and structures covered by this code. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the Electrical Code as adopted by the State of Colorado.

(B) The INTERNATIONAL RESIDENTIAL CODE, 2018 Edition is amended as follows:

(1) References in Section R101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Sections R104.10.1, R105.3.1.1, R301.2.4, R309.3 and R322 are amended to read: Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(3) Section R105.2 Work exempt from [building] permit, is hereby amended as follows:

Item #1: Replace 200 square feet (11 m<sup>2</sup>), with 150 square feet (13.9 m<sup>2</sup>), and append the sentence: Provided, however, a site permit must be obtained for such structures from the Town, which shall be subject to a permit fee of \$70 and shall be issued only for lawfully located structures.

Item #2: Fences not over 6 feet high. Append the sentence to say: Provided, however, a site permit must be obtained from the Town for such fences which shall be subject to a permit fee of \$50 and shall be issued only for lawfully located fences.

Item #10: Replace with: Decks that are not more than 30 inches above grade at any point. Provided, however, a site permit must be obtained for such structures from the Town, which shall be subject to a permit fee of \$75 and shall be issued only for lawfully located structures.

Add Items #11 and #12.

11. Re-roofing less than 200 square feet.

12. Re-siding with similar materials less than 200 square feet.

Electrical: All exemptions are subject to the laws established by the State.

Plumbing: All exemptions are subject to the laws established by the State.

(4) Section R105.5 Expiration, is amended to read:

- a. Work must commence within 180 days of issuing the permit.
- b. Unless determined otherwise by the Building Official because of the size or complexity of the project, each inspection must be completed within 180 days of the previous mandated inspection according to the following schedule:
  - i. Reinforcement in footings or structural (monolithic) slab.
  - ii. Reinforcement in stem-wall or basement-wall.
  - iii. Wall and roof sheathing (as required by AHJ)
  - iv. Framing (which implies that plumbing, electrical and mechanical have already passed inspection or will be inspected at the time of the framing inspection).
  - v. Insulation.
  - vi. Drywall or other interior wall coverings.
  - vii. All final inspections.

(5) Section R108.2 Schedule of permit fees, is hereby amended to read as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with Appendix L of the 2018 International Residential Code or as established by the applicable governing authority. Plan review fees shall be 65% of the building permit fee as shown in Appendix L. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Subsection 107.3.4.1, an additional plan review fee shall be charged at the rate shown in Appendix L.

The Town Council, in its sole discretion, may defer, reduce and/or waive certain building fees within this Chapter 6 for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

(6) Section R108.3 Building permit valuations, is hereby amended to read as follows:

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated project valuation at time of application. Project Valuations shall include total value of work including materials and labor for electrical, gas, mechanical, plumbing and all construction related installations and improvements. If, in the opinion of the Building Official, the valuation is underestimated on the application generally in accordance with the Building Valuation Data published by the International Code Council, the permit shall be denied, unless the applicant can show detailed estimates in the form of valid construction contracts which meet the approval of the Building Official or adjust the valuation as recommended by the Building Official. Final project valuation for permit purposes shall be set by the Building Official.

(7) Section R108.5 Refunds, is hereby amended to read as follows:

R108.5 Refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

(8) Section R108.6 Work commencing before permit issuance, is hereby amended to read as follows:

Section R108.6 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

(9) Section R110.1 Use and occupancy, is hereby amended to delete Exception: 2. Accessory buildings or structures.

(10) Section R112 Board of Appeals, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(11) Section R113 Violations, is amended as follows:

113.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 113.3 and 113.4 are hereby deleted.

(12) Table R301.2 (1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA. The following values shall be added to the table:

Ground Snow Load: 65 lbs/Sq. Ft.  
Wind Speed: 115 Ultimate / Exposure C  
Topographic Effects: No  
Special Wind Region: No  
Windborne debris zone: No  
Seismic Design Category: C  
Weathering: Severe  
Frost Line Depth: 36 inches  
Termite: Slight  
Winter Design Temperature: 0 degrees F  
Ice Barrier Underlayment Required: Yes  
Flood Hazards: Ridgway Municipal Code Subsection 6-2-6  
Air Freezing Index: 2000  
Mean Annual Temperature: 43 degrees F

MANUAL J DESIGN CRITERIA  
Elevation: 7,000

Latitude: 38  
Winter Heating 0  
Summer Cooling 83  
Altitude Correction Factor: 77  
Indoor Design Temperature: 70  
Design Temperature Cooling: 75  
Heating Temperature Difference: 70  
Cooling Temperature Difference: 8  
Wind Velocity Heating: N/A  
Wind Velocity Cooling: N/A  
Coincident Wet Bulb: 59  
Daily Range H  
Winter Humidity: 30%  
Summer Humidity: 50%

(13) Section R309.5 Fire sprinklers, is hereby deleted.

(14) Section R310 Emergency escape and rescue openings, is hereby amended to add a new Section R310.3.2.3 to read as follows:

R310.3.2.3 Roof section required. Every window well serving as a means of egress shall have a roof section that extends beyond the window well footprint.

(15) Section R311.2 Egress door, is hereby amended to add the following sentence: Egress doors shall be provided with protection from ice and snow shedding.

(16) Section R313.2 One- and two-family dwellings automatic fire sprinkler systems, is hereby deleted.

(17) Section R322 Flood-Resistant Construction, is replaced with Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(18) Section R326 Swimming Pools, Spas and Hot Tubs, is hereby deleted.

(19) Section R908.3.1.1 Roof recover not allowed, item #3 is amended to read: Where the existing roof has two or more applications of any type of roof covering unless the third covering is metal panels and appropriate length fasteners are used.

(20) Section R908.7 is added and shall read: In reroof applications, attic ventilation shall be brought into compliance with Section R806 when possible.

(21) Sections N1102.4.1.2, N1103.3.3, and N1103.3.4 are hereby deleted.

(22) Section N1103.5.1 is amended as follows: When these systems are installed, heated water circulation systems shall be in accordance with Section N1103.5.1.1. Heat trace temperature maintenance systems shall be in accordance with Section N1103.5.1.2. Automatic controls, temperature sensors and pumps shall be accessible. Manual controls shall be readily accessible.

(23) Section N1103.5.2 is amended as follows: When installed, demand recirculation water systems shall have controls that comply with both of the following:

1. The controls shall start the pump upon receiving a signal from the action of a user of a fixture or appliance, sensing the presence of a user of a fixture or sensing the flow of hot or tempered water to a fixture fitting or appliance.
2. The controls shall limit the temperature of the water entering the cold-water piping to

not greater than 104°F (40°C).

(24) Section N1103.5.4 is amended as follows: When installed, drain water heat recovery units shall comply with CSA B55.2. Drain water heat recovery units shall be tested in accordance with CSA B55.1. Potable water-side pressure loss of drain water heat recovery units shall be less than 3 psi (20.7 kPa) for individual units connected to one or two showers. Potable water-side pressure loss of drain water heat recovery units shall be less than 2 psi (13.8 kPa) for individual units connected to three or more showers.

(25) N1103.6 – append this Section by adding: Automatic controls for heating incoming air shall be provided.

(26) Section G2406.2 Prohibited locations, is hereby amended to delete exceptions Numbered 3 and 4.

(27) Section G2425.8 Appliance not required to be vented, is hereby amended to delete item Number 7.

(28) Section G2445 Unvented room heaters, is hereby amended in its entirety to read as follows:

G2445.1 Prohibited. Unvented room heaters are prohibited in all locations throughout all occupancies.

(29) Chapters 25 through 43 are hereby deleted. Plumbing and Electrical shall comply with codes adopted by the State of Colorado.

(C) The INTERNATIONAL ENERGY CONSERVATION CODE, 2018 Edition, is amended as follows:

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Section C109 Board of Appeals, is hereby deleted.

(3) Section R403.5.1 is amended as follows: When these systems are installed, heated water circulation systems shall be in accordance with Section R403.5.1.1. Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Automatic controls, temperature sensors and pumps shall be accessible. Manual controls shall be readily accessible.

(4) Section R403.5.2 is amended as follows: When installed, demand recirculation water systems shall have controls that comply with both of the following:

1. The controls shall start the pump upon receiving a signal from the action of a user of a fixture or appliance, sensing the presence of a user of a fixture or sensing the flow of hot or tempered water to a fixture fitting or appliance.

2. The controls shall limit the temperature of the water entering the cold-water piping to not greater than 104°F (40°C).

(5) Section R403.5.4 is amended as follows: When installed, drain water heat recovery units shall comply with CSA B55.2. Drain water heat recovery units shall be tested in accordance with CSA B55.1. Potable water-side pressure loss of drain water heat recovery units shall be less than 3 psi (20.7 kPa) for individual units connected to one or two showers. Potable water-side pressure loss of drain water heat recovery units shall be less than 2 psi (13.8 kPa) for individual units connected to three or more showers.

(6) R403.6 Mechanical ventilation (mandatory), append this Section by adding: Automatic controls for heating incoming air shall be provided.



(D) The INTERNATIONAL MECHANICAL CODE, 2018 Edition is amended as follows:

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Section 104.7 Department records, is hereby deleted.

(3) Section 106.5.1 Work commencing before permit issuance, is hereby amended to read as follows:

106.5.1 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

(4) Section 106.5.2 Fee schedule, is hereby amended to read as follows:

106.5.2 Fee schedule. The fees for mechanical work, or alterations requiring a permit, shall be derived using Appendix L of 2018 International Residential Code.

(5) Section 106.5.3 Fee refunds, is hereby amended to read as follows:

106.5.3 Fee refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

(6) Section 108 Violations, is amended as follows:

108.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 108.3, 108.4, 108.5, and 108.7.3 are hereby deleted.

(7) Section 109 Means of Appeal, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(D) The INTERNATIONAL FUEL GAS CODE, 2018 Edition is amended as follows:

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Sections 104.7 Department records, is hereby deleted.

(3) Section 106.6.1 Work commencing before permit issuance, is hereby amended to read as follows:

106.6.1 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

(4) Section 106.6.2 Fee schedule, is hereby amended to read as follows:

106.6.2 Fee schedule. The fees for work, or alterations requiring a permit, shall be derived using Appendix L of 2018 International Residential Code.

(5) Section 106.6.3 Fee refunds, is hereby amended to read as follows:

106.6.3 Fee refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

(6) Section 108 Violations, is amended as follows:

108.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 108.3, 108.4, 108.5, and 108.7.3 are hereby deleted.

(7) Section 109 Means of Appeal, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(8) Section 501.8 Appliances not required to be vented, #8 is hereby deleted.

(9) Section 621 Unvented Room Heaters, is amended to read: Unvented room heaters are hereby prohibited.

(E) The INTERNATIONAL FIRE CODE, 2018 Edition is amended to read as follows:

(1) References in Section 101.1 and elsewhere to "jurisdiction" shall mean the Town of Ridgway.

(2) Section 109 is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(3) Section 110 is amended as follows:

110.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Section 110.3.3 is hereby deleted.

(4) Section 112.4 is hereby deleted.

(5) The geographic limits referred to in the following sections of the IFC are hereby established as follows:

5704.2.9.6.1 The entire Town except the I-1 and the I-2 Zoning Districts, and except outside above ground fuel oil tanks used for heating, if the capa Town or aggregate capa Town does not exceed 500 gallons, in use as of June 1, 2006.

5706.2.4.4 The entire Town except the I-1 and I-2 Zoning Districts.

6104.2 The entire Town.

(6) Section 202 Definitions, is hereby amended by the substitution of a new definition of Recreational Fire, to read as follows:

RECREATIONAL FIRE. An outdoor fire burning materials other than refuse where the fuel being burned is contained in an outdoor fire place, barbeque grill, chiminea, patio heater, or similar container, and has a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height, for pleasure, religious, ceremonial, cooking, warming or similar purposes.

(F) The INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 Edition is hereby amended as follows:

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Sections 103.1, 103.2 and 103.3 are hereby deleted.

(3) Section 103.5 Fees, is hereby amended to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this Code shall be as indicated in Appendix L of the 2018 International Residential Code or as established by the applicable governing authority.

(4) Sections 104.6, 107, 108.3, 109.5, 109.6, 110.2, 110.3, 110.4 and 112.4 are hereby deleted.

(5) Section 106 Violations, is amended as follows:

106.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 106.3, 106.4 and 106.5 are hereby deleted.

(6) Section 111 is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(7) Section 302.4 is hereby amended to insert the following height in the space provided: 6”

(8) Section 304.14 Insect screens, is hereby amended to insert the following dates in the spaces provided: May 1 to October 15.

(9) Section 602.3 Heat supply, is hereby amended to insert the following dates in the spaces provided: January 1 to December 31.

(10) Section 602.4 Occupiable work spaces, is hereby amended to insert the following dates in the spaces provided: January 1 to December 31.

(G) The INTERNATIONAL EXISTING BUILDINGS CODE, 2018 Edition is amended as follows:

- (1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.
- (2) Sections 103 Department of Building Safety, and 104.7 Department records, are hereby deleted.
- (3) Section 104.10.1 Flood hazard areas, is amended to read: Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.
- (4) Section 106.5 Retention of construction documents, is hereby deleted.
- (5) Section 108.2 Schedule of permit fees, is hereby amended to read as follows:

108.2 Schedule of permit fees. The fees for work, or alterations requiring a permit, shall be derived using Appendix L of 2018 International Residential Code.

- (6) Section 108.4 Work commencing before permit issuance, is hereby amended to read as follows:

108.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

- (7) Section 108.6 Refunds, is hereby amended to read as follows:

108.6 Refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

- (8) Section 112 Board of Appeals, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

- (9) Section 113 Violations, is amended as follows:

113.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Section 113.3 and 113.4 are hereby deleted.

- (10) Sections 114.3, 115.2, 115.4, 116.5, and 116.6 and 117.4 are hereby deleted.

(H)

(1) Any structure which has not been substantially completed prior to the expiration of a building permit, is hereby declared to be a nuisance, which may be abated by the Town in any lawful manner. It shall be unlawful to maintain or fail to remove such a nuisance.

(2) All below grade excavation done in advance of construction shall be filled and made safe within thirty days of an abandoned project. Where construction has proceeded beyond excavation, all foundation work and above grade construction shall be secured against the weather and the construction site shall be otherwise returned to that condition as existed before the permit was issued.

(3) Notwithstanding anything in the codes adopted herein to the contrary, wood shingles shall be allowed only if they are treated to Class "B" fire resistance pursuant to UL Standard 790 or the equivalent. The Building Official may charge an additional inspection fee as necessary to cover the costs of inspection to insure only qualified shingles are used in the work.

(4) No building permit shall be issued for any premises requiring plumbing unless Town water and Town sewer services are reasonably available to the site, or the necessary extensions are provided for contractually, or for sewer, an individual or private system has been authorized pursuant to Section 9-1-10 of the Ridgway Municipal Code; and applicable water or sewer tap fees have been paid. It shall be unlawful to occupy any premises for any residential related purpose unless the premises is served by lawful operational domestic water supply and sanitary sewer plumbing systems.

(5) Nothing in the Codes adopted by reference in this Section shall be construed to prohibit the issuance of a building permit in the Vista Terrace Subdivision, merely because the Town water system in such subdivision is unable to deliver full fire flows.

(6) Buildings and structures and all portions thereof that are subject to snow loading shall be designed and constructed to resist snow loads and all other loads pursuant to the Town of Ridgway Building Code. Potential unbalanced accumulation of snow at valleys, parapets, roof structures and offsets in roofs of uneven configuration shall be considered. Ground snow load is hereby established to be sixty-five pounds per square foot throughout the entire Town of Ridgway.

(7) For the purpose of determining footing and foundation depths, frost line depth is hereby established to be forty inches below finished grade. Footing and foundation depths may be altered, when approved by the Building Official, based upon approved engineered design and geotechnical analysis. Monolithic slabs for garages and similar non-residential structures less than six hundred square feet shall be subject to a minimum twenty-four-inch depth below finished grade throughout the entire Town of Ridgway.

(8) The storage of explosives and blasting agents is prohibited within the Town of Ridgway.

(9) The storage of hazardous materials is prohibited within the Town of Ridgway.

(10) All references in the International Fire Code, 2018 Edition, to the Fire Code Official, Fire Department, Fire Chief, Fire Marshal, Fire Prevention Bureau, or other administrative officers or employees shall be construed to mean the Town of Ridgway, and its Building Official or inspector, or other officer, employee or agent authorized by the Town to enforce and administer the International Fire Code, 2018 Edition.

(11) The Town shall be exempt from Permit fees.

(I) The definition of "Person" in any of the codes adopted by reference herein is amended to read – "PERSON" means any individual, firm, partnership, corporation, association, LLC, or other entity, including

to the extent allowed by law, the United States and the State of Colorado, and any agency or political subdivision thereof.

#### **6-1-4 PLUMBING AND ELECTRICAL PERMIT.**

It shall be unlawful to do any plumbing or electrical work within the Town of Ridgway without the proper permits issued by the State of Colorado pursuant to State law.

#### **6-1-5 APPEALS.**

(A) The decision of the Building Official or his designated official or inspector under this Chapter, or the codes adopted by reference herein may be appealed to the Board of Appeals by filing a written appeal on forms provided by the Town with said official or inspector within fifteen days of the date he renders his decision.

(B) Such appeal should set in full the reasons for the appeal, and specify the relief requested.

(C) The Building Official shall review the appeal and forward it to the Board of Appeals attaching thereto his written recommendations and reasons for his decision.

(D) The Board of Appeals shall hold a hearing with reasonable notice to the applicant. The decision of the Board of Appeals shall be final.

(E) The Board of Appeals shall have no authority to grant any variance.

(F) The Mayor shall appoint three members to the Board of Appeals to serve at the pleasure of the Mayor.

#### **6-1-6 ADDITIONAL ELECTRICAL AND PLUMBING REGULATIONS.**

(A) In case of emergency, to protect persons or property, the Electrical Inspector shall have authority to disconnect or cause any electrical equipment to be disconnected and to enter upon the affected premises, if necessary, for that purpose.

(B) No electric current shall be turned on or connection made for use until a final inspection has been made of the work covered by this Section and The National Electric Code, and until a certificate of approval is issued. Provided, however, the Electrical Inspector may issue a temporary permit for use of current during the course of construction or alteration.

(C) It shall be unlawful for any person to insulate, sheetrock, lath or otherwise cover from view any electrical work or plumbing work subject to the provisions of this section that has not been inspected and finally approved.

(D) All steam and gas fittings, furnace work, plumbing or signal wiring shall be in place before the electrical wiring for light, heat, power, and communications is completed. The electrical wiring shall not be considered completed until such other work is in place.

(E) In the event any wires, cables, fittings, apparatus or electrical fixtures are in such a position as to interfere with the completion of the building following acceptance of the electrical work by the Inspector, the Electrical Inspector shall be notified and he shall reinspect the electrical work and may charge an additional fee therefore.

(F) All electrical and plumbing work, including electrical work for the repair, damage, deterioration, alteration, remodeling or otherwise, shall be done in accordance with the requirements of this Section, The

National Electric Code, and The Colorado Plumbing Code. When alterations or repairs to a building exceed 50% of the value of the existing structure during any twelve month period, the entire building or structure shall be made to conform to the requirements of this Section. The Electrical Inspector may require repairs or alterations to electrical wiring or fixtures not meeting the requirements of this Section or The National Electric Code to the extent necessary to alleviate conditions hazardous to persons or property.

(G) Prevention of Cross Connections, Prohibited Sewer System Discharges and General Utility Guidelines for Water and Sewer shall be in accordance with Ridgway Municipal Code Section 9-1.

(H) It shall be unlawful to change the use of any building without notifying the Electrical Inspector and obtaining his approval that the electrical facilities of the building are safe for the new use.

#### **6-1-7 GENERAL PROVISIONS.**

If there is any conflict between any provision of this Section or of any codes adopted in reference herein with any other provision of any ordinance of the Town or any applicable State or Federal regulation, those regulations providing the more stringent or restrictive requirements shall apply.

#### **6-1-8 VIOLATIONS AND PENALTIES.**

(A) It shall be unlawful to violate any provision of this Chapter, the Electrical and Plumbing Codes as adopted by the State, any of the Codes adopted by reference herein, or any notice, stop order, permit, certificate or other order issued by the Town pursuant to said Codes or this Chapter. Any person convicted of such a violation shall be punished by a fine of not more than \$300. Each day during which any violation is committed or permitted to continue shall be considered as a separate offense. As part of any sentence the Municipal Court may order restitution of the Town's cost of enforcement including reasonable attorney's fees.

(B) Continuing violation of the provisions of this Chapter, the Codes adopted herein by reference, the Electrical and Plumbing Codes as adopted by the State or of any notice, stop order, permit, certificate or other order issued pursuant to this Chapter or the Codes adopted by this Chapter is hereby declared to be a nuisance and may be abated in accordance with law.

(C) In addition to any other remedy the Town may have, it may maintain an action in a Court of competent jurisdiction to enjoin any violation of any provision of this Chapter, the Electrical and Plumbing Codes as adopted by the State, or of the Codes adopted herein by reference.

(D) The Town may refuse to issue any permits required by this Chapter, or by the Codes adopted herein by reference if the applicant is in violation of any of any provision of such codes, this Chapter, or any notice, stop order, permit, certificate or other order issued pursuant thereto.

#### **6-1-9 DRIVEWAYS AND STREET ACCESS.**

(Repealed by Ordinance No. 8-2007)

#### **6-1-10 WOOD STOVES AND SIMILAR DEVICES.**

(A) It shall be unlawful to install any wood stove or similar device of a type subject to the certification requirements of Regulation No. 4 of the Air Quality Control Commission, Colorado Department of Public Health and Environment, 5 C.C.R. 1001-6, within the Town unless it has been certified pursuant to said Regulation.

(B) A Fireplace or Stove Permit shall be obtained for the installation or replacement of all wood stoves, fireplaces and similar devices. The fee for a separate permit shall be \$50.

(C) No more than one wood stove, fireplace or similar device may be installed in any single structure. This limit shall not apply to furnaces.

(D) It shall be unlawful to install any fireplace within the Town, unless it is a gas appliance, an electric device, or a fireplace insert, approved masonry heater, approved pellet burning insert, or other clean burning device, which is approved pursuant to Regulation No. 4 of the Air Pollution Control Commission of the Colorado Department of Public Health and Environment.

(E) All wood-burning stoves, fireplaces and similar devices shall be installed, operated and maintained in full compliance with applicable State regulations, and Town building, mechanical and fire codes.

(F) Devices which do not comply with paragraph (A) but which on February 1, 1992 were lawfully installed, and structures with more than 1 device lawfully installed therein contrary to paragraph (C) on February 1, 1992, may continue to be maintained as existing on February 1, 1992, notwithstanding said paragraphs (A) and (C) until the ownership of the property upon which they are located is transferred. At that time all non-conforming devices shall be removed except that excess fireplaces may be deactivated instead of being removed by permanently blocking the chimney or by other methods approved by the building inspector.

(G) This Subsection may be enforced as part of the Town's Building Code or in accordance with Subsection 6-1-8 or in any other lawful manner. Violations of this Subsection are hereby declared to be a nuisance.

(H) It shall be unlawful to install any coal burning device or to burn coal within the Town for any purpose, except when authorized by a permit issued by the State of Colorado.

#### **6-1-11 LANDSCAPING.**

(A) All applications for a building permit for new construction or exterior work on any existing structure shall submit a Landscape Plan for the premises meeting the following requirements:

- (1) The Landscape Plan shall be drawn to scale of 1 inch = 40 feet, or larger, and may be included on the Site Plan.
- (2) The Building footprint, driveways and vehicle circulation shall be shown and located to scale.
- (3) Surface drainage characteristics and proposed structures must be shown.
- (4) Existing and all proposed groundcover, including shrubs and lawns shall be shown.

(B) The plan must provide for the following minimum landscaping elements:

- (1) Groundcover must be adequate to ensure that dust cannot blow from the property and that the soil is stabilized to ensure that erosion is kept to a minimum.
- (2) A minimum of one (1) tree per 2,000 square feet of gross lot area in all zones except Historic Business shall be provided. Trees shall have a minimum caliper of 1-1/2" for deciduous trees and five foot minimum height for evergreens. Trees should be located in such a way that they will not infringe on solar access and views of the adjoining properties or block vehicular sight lines to public roadways.

(C) Landscaping Guidelines are as follows:



(1) Existing trees and groundcover on the property are encouraged to be retained and not destroyed during the construction process. These plants will be counted towards the minimum standards.

(2) Xeriscope landscaping and drip irrigation are encouraged. Large irrigated areas are discouraged.

(3) Siberian elm and Chinese elm (*Ulmus*); Cottonwoods that bear cotton (*Populus*); Purple Loosestrife (*Lythrum slaicaria*); Russian Olive (*Elaeagnus angustifolia*) are prohibited.

(4) The Town Manager is authorized to prohibit additional species with similar nuisance properties.

(D) The building permit shall not be issued until a conforming Landscape Plan is approved by the Town.

(E) A permanent Certificate of Occupancy will not be issued until the Town determines that the landscaping contemplated by the approved plan has been properly installed. A temporary Certificate of Occupancy may be issued if completion is delayed by winter weather.

(F) Following completion of the landscaping, the owner or occupant of the property shall maintain it in good condition thereafter. Failure to so maintain the landscaping is unlawful and is hereby declared to create a nuisance.

(G) Intent: Landscaping is an important element of the experience of the Town of Ridgway that is both functional and aesthetic. Priorities for Landscaping include: low-water use, regionally appropriate design for materials and vegetation. These landscaping regulations will endeavor to provide for an attractive, well-maintained landscape that preserves the overall quality and appeal of the community; provides visual buffers and screens; achieves pedestrian and vehicular separation; preserves and enhances the existing visual character of the community; mitigates adverse effects of drainage and weeds, and conserves water resources. A list of recommended species for use in Colorado is available from the Ouray County Weed Manager and the Colorado State University Extension Service. The lists are not all inclusive but do recommend a variety of plants known to do well in our region of Colorado. In general, plants that are not recognized as hardy or suited to the local climate should be kept to a minimum. Xeriscaping and drought-tolerant and water-saving plants are to be used whenever possible and appropriate. Within the General Commercial District landscaping is important to the drainage, circulation and aesthetic of commercial developments. With larger sites and several buildings, there is the opportunity to create cohesive, appealing and efficient landscape plans that elevate the site as a whole. Landscaping should be used to promote the visual aesthetic of the development from main travel corridors, as well as the pedestrian experience within, through shade trees, plantings, context-appropriate public art and seating. Buffers and medians facilitate drainage during storm events and also provide valuable areas for snow storage during the winter. Landscaping that is visually appealing, functional, and sustainable is desirable for all new development within the General Commercial District.

#### **6-1-12 SOLAR ENERGY INCENTIVE PROGRAM.**

(A) The Town will make a payment equal to the amount of Town sales tax paid by the customer and received by the Town, adjusted for any vendor's fee, for the purchase of systems which are installed within the Town, which will generate electricity or hot water from sunlight for domestic use, industrial processes, space heating, pools or spas.

(B) Applications must be submitted on forms provided by the town accompanied by proof of payment of Town sales tax and proper installation of the system acceptable to the Town.

(C) This incentive shall terminate, as of every biennial anniversary of the effective date of this ordinance unless renewed by a motion of the Town Council at, or about, such time.

**Section 2.      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 3.      Effective Date**

This Ordinance shall take effect 30 days after adoption.

**Section 4.      Publication of Notice**

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

**Section 5.      Public Hearing**

A public hearing on this Ordinance was held on the \_\_\_\_ day of \_\_\_\_\_, 2019, in the Town Council Chambers, 201 N. Railroad Street, Ridgway, CO 81432.

INTRODUCED by the Town Council of the Town of Ridgway, Colorado this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF RIDGWAY, COLORADO, A HOME-  
RULE MUNICIPALITY

By: \_\_\_\_\_  
John I. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk

Approved as to Form:

\_\_\_\_\_  
Bo James Nerlin, Town Attorney

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE MUNICIPALITY

By: \_\_\_\_\_  
John I. 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 \_\_\_\_\_, 2019, published by title and posted thereafter, and adopted by the Town Council on \_\_\_\_\_, 2019.

(SEAL)

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk

# Track changes in green show edits made after 10.29.19 Planning Commission meeting. Comment bubbles explain all proposed changes.

## Ridgway Municipal Code

6-1-1

### CHAPTER 6

#### SECTION 1

#### Building Regulations

##### Subsections:

- 6-1-1 Adoption and Application of Codes.
- 6-1-2 Administration.
- 6-1-3 Changes, Deletions and Exceptions to the Codes Adopted by Reference.
- 6-1-4 Plumbing and Electrical Permit.
- 6-1-5 Appeals.
- 6-1-6 Additional Electrical and Plumbing Regulations.
- 6-1-7 General Provisions.
- 6-1-8 Violations and Penalties.
- 6-1-9 Driveways and Street Access.
- 6-1-10 Wood Stoves and Similar Devices.
- 6-1-11 Landscaping.
- 6-1-12 Solar Energy Systems.

#### **6-1-1 ADOPTION AND APPLICATION OF CODES.**

(Subsection Amended by Ord 9-2008)

(A) There is hereby adopted for the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare, The International Building Code, 2018, Edition, including Appendices E, I and J, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing, the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; the declaration of buildings and structures as unfit for human occupancy and use, and the demolition of such structures; and providing for the issuance of permits and collection of fees therefore.

(B) There is hereby adopted for the purpose of providing minimum standards to protect persons and property, public safety, health and general welfare, The International Residential Code, 2018 Edition, including Appendices E, F, G, H, J, L, M, Q, R and S as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress and the issuance of permits and collection of fees therefore.

(C) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Mechanical Code 2018 Edition, including Appendix A, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing the design, construction, quality of materials, erection, installation,

**Commented [SC1]:** Updated International code sections numbers, changed 2006 to 2018, updated cross references, and moved or deleted items that are no longer needed. Each of these small items are not called out.

**Commented [DR2]:** All of the ordinance references will have to be deleted/updated.

alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems and the issuance of permits and collection of fees therefore.

(D) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Fuel Gas Code, 2018 Edition, including Appendices A, B, C, and D, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing fuel gas systems and gas-fired appliances and the issuance of permits and collection of fees therefore.

(E) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Energy Conservation Code, 2018 Edition, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems and for the issuance of permits and collection of fees therefore.

(F) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Fire Code, 2018 Edition, including Appendices B and C, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations safeguarding life and property from fire and explosion hazards arising from the occupancy of buildings and premises and the issuance of permits and collection of fees therefore.

(G) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Existing Building Code 2018 Edition, including Appendices A and B, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing the repair, alteration, change of occupancy, addition and relocation of existing buildings including historic buildings and the issuance of permits and collection of fees therefore.

(H) There is hereby adopted for the purpose of providing minimum standards to protect persons and property The International Property Maintenance Code, 2018 Edition, including Appendix A, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478-5795; the subject matter of which is regulations governing the conditions and maintenance of all property, building and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; and the issuance of permits and collection of fees therefore.

(I) Plumbing. The International Plumbing Code, as adopted and amended by the State of Colorado, shall apply to the installation, alterations, repairs, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, and appurtenances, where connected to a water or sewage system and all aspects of a medical gas system, and references to the International Plumbing Code shall mean such code.

(J) Electrical. The National Electric Code, as adopted and amended by the State of Colorado, shall apply to the installation, alterations, repairs, and replacement of electrical systems.

(K) One copy of each of the above codes is on file in the office of the Town Clerk and may be inspected during regular business hours.

#### **6-1-2 ADMINISTRATION.**

**Commented [SC3]:** A few small clarifications made here.

(A) The Town Council may appoint a Building Official or one or more inspectors, who shall be employees of the Town, to enforce, interpret and administer the provisions of this Section and the codes adopted herein by reference, except that the State Electrical Inspector shall have primary responsibility to enforce, interpret and administer the Electrical Code in accordance with State law. No certificate of occupancy shall be issued until the State Electrical Inspector and the State Plumbing Inspector have given final approval of State permitted work.

(B) The Building Official or his/her designated representative shall have the right to enter upon public and private property at all reasonable times to inspect or enforce the provisions of this Section and any of the codes adopted herein by reference. If the premises are occupied, he/she shall request entry. If the premises are unoccupied, he/she shall make efforts to locate the owner or the persons in custody to request entry. If entry is refused, the Building Official shall have recourse as provided by law to secure entry.

**6-1-3 CHANGES, DELETIONS AND EXCEPTIONS TO THE CODES ADOPTED BY REFERENCE.**

(Subsection Amended by Ord 9-2008)

(A) The INTERNATIONAL BUILDING CODE, 2018 Edition is amended as follows:

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Section 101.4.1 is hereby amended to read as follows:

101.4.1 Gas. The provisions of the International Fuel Gas Code as amended and adopted by the State of Colorado Plumbing Board.

(3) Section 101.4.3 is hereby amended to read as follows:

101.4.3 Plumbing. The International Plumbing Code, as adopted and amended by the State of Colorado, shall apply to the installation, alterations, repairs, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, and appurtenances, where connected to a water or sewage system and all aspects of a medical gas system, and references to the International Plumbing Code shall mean such code.

(4) Add Section 101.4.8:

101.4.8 Electrical. The provisions of the Electrical Code, as adopted by the State of Colorado, shall apply to the installation of electrical systems, including alterations and repairs.

(5) Section 104.1 is hereby amended to append the following sentence:

The Building Official is empowered to hire on a special basis, technical assistants for the provision of special expertise and the checking of plans and making of inspections, and the cost of employing such technical assistants shall be added to the cost of any permits required by this Code or the codes adopted by the Town.

(6) Section 104.7 Department records, is hereby deleted.

(7) Section 104.10.1 is amended to read: Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(8) Section 105.2 Work exempt from permit, is hereby amended as follows:

Item number 1: Replace 120 square feet (11 m<sup>2</sup>), with 150 square feet (13.9 m<sup>2</sup>), and append

the sentence: Provided, however, a site permit must be obtained from the Town for such structures which shall be subject to a permit fee of \$75 and shall be issued only for lawfully located structures.

Item number 2: Append the sentence to say: Provided, however, a site permit must be obtained from the Town for such fences which shall be subject to a permit fee of \$75 and shall be issued only for lawfully located fences.

Add the following items 14 and 15:

~~14. Re-roofing without alteration of roof deck structure.~~

~~15. Re-siding without alteration of wall structure.~~

(Ord 2 2019)

(X) Subsection 105.5 ~~Expiration~~ is hereby amended to read as follows:

~~105.5 Expiration. Every permit shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, an extension of time not to exceed 180 days. The extension shall be requested by the permittee, in writing, and justifiable cause demonstrated. No permit shall be extended more than once.~~

~~105.5.1 All permits shall include a stated expiration date, at which time the permit shall expire and become null and void. Said expiration date shall be twelve months from the date of issue, unless the Building Inspector determines that because of the size and complexity of the building that an additional period of time is reasonably required.~~

~~105.5.2 The Building Inspector upon payment of the applicable fees and submission of a new application may issue a new permit for work for which a previous permit expired because the work was never commenced, or for a site at which any work under a previous permit has been totally removed.~~

~~105.5.3 A new permit shall not be issued for any work for which a previous permit expired by virtue of the lapse of the initial stated expiration date or because such work was suspended or abandoned for a period of 180 days once any work has begun, unless the permit is approved by the Ridgway Town Council. The permit shall not be issued unless the Town Council finds following a hearing with reasonable notice to the applicant that the following criteria are met, with the burden on the applicant to establish that such criteria will be met:~~

- ~~1. The applicant has the financial capability to proceed with the project and complete it with due diligence within six months.~~
- ~~2. The applicant has the legal right to proceed with the construction on the site.~~
- ~~3. The applicant has provided written guarantees that the work will be completed with due diligence within six months and agreed that in the event of his failure to bring the work to a point of substantial completion at the end of such time, the Town shall have the right to enter onto the property and remove whatever portion of the work exists at the cost of the applicant. Such agreement shall be on a form provided by the Town.~~
- ~~4. The site will be maintained in a safe and secure condition and no safety hazard or health hazard will be created by continuing with the work.~~

**Commented [SC4]:** Not advised to exempt these. Can add too many layers on the roof and re-side over inappropriate materials.

**Commented [SC5]:** Removed edits to 105.5, Expiration. Recommended to not include additional expiration language beyond what is in the IBC. The past edits seemed to be heavy in administration tracking dates, unnecessary, a one-size fix all solution, better to leave it up to the building inspector. Also, not necessary to bring these to Town Council.

We often have builders who take more than a year to complete a home so by not including these edits we just stick with permits expiring after 6 months of inactivity.

~~5. The applicant has submitted the proper application documents and paid the fee for the new permit.~~

~~105.5.4 All permits issued pursuant to Subsection 105.5.3 shall expire 180 days from the date of issuance.~~

(9) Section 107.1 **General** under Submittal documents, is hereby amended to read as follows:

107.1 **Submittal documents****General**. The Building Inspector is hereby directed to require plans and specifications to accompany all applications for building permits and to waive this requirement only in the clearest cases of non-necessity. Architectural designs and documents shall be prepared by an architect licensed to practice in the State of Colorado. Structural designs and documents shall be prepared by a professional engineer licensed to practice in the State of Colorado. The construction documents, statement of special inspections and other data shall be submitted in one or more sets with each permit application.

(10) Section 109.2 Schedule of permit fees, is amended to read:

Section 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with Appendix L of the 2018 International Residential Code or as established by the applicable governing authority.

Plan review fees shall be 65% of the building permit fee as shown in Appendix L. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Subsection 107.3.4.1, an additional plan review fee shall be charged at the rate shown in Appendix L. In all cases involving new construction, if the Building Official finds that any of the permits required by any of the codes adopted by the Town are duplicative or redundant, the Building Official is empowered to waive the permit requirement or the fee for the permit or both.

The Town Council, in its sole discretion, may defer, reduce and/or waive certain building fees within this Chapter 6 for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

(Ord 2-2019)

(11) Section 109.3 Building permit valuations, is hereby amended to read as follows:

109.3 **Building permit valuations**. The applicant for a permit shall provide an estimated project valuation at time of application. Project Valuations shall include total value of work including materials and labor for electrical, gas, mechanical, plumbing and all construction related installations and improvements. If, in the opinion of the Building Official, the valuation is underestimated on the application generally in accordance with the Building Valuation Data published by the International Code Council, the permit shall be denied, unless the applicant can show detailed estimates in the form of valid construction contracts which meet the approval of the Building Official or adjust the valuation as recommended by the Building Official. Final project valuation for permit purposes shall be set by the Building Official.

(12) Section 109.4 Work commencing before permit issuance, is hereby amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work

**Commented [SC6]:** Edited to adopt Append L of the IRC.

Compared to the current fee scheduled, this will increase permit fees for projects over \$100,000 by about 3% (about \$34), projects around \$300,000 by 15% (about \$300), for projects around \$500,000 by 18% (about \$600), and for projects over \$1m by 13% (about \$700).

**Commented [DR7]:** Used "applicable governing authority" so that the State collects fees for Gas Piping, Plumbing and Electrical. Same for all below.

**Commented [SC8]:** This section was reworded to add the references to the Building Valuation Data by ICC. This is a document that is updated every 6 months and can be used as a reference so the building community has a point of reference as they requested.



on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

(13) Section 109.6 Refunds, is hereby amended to read as follows:

109.6 Refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

(14) A new Section 109.7 is added as follows:

109.7 Re-inspection. A re-inspection fee may be assessed for each inspection or re-inspection necessary because the portion of work for which the inspection was requested was not complete or when a required correction was not completed.

(15) Section 110.3.5 Lath, ~~and~~ gypsum board and gypsum panel product inspection, is hereby amended to delete the exception.

(16) Section 110.5 Inspection requests, is hereby amended to read as follows:

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. Inspection requests shall be made a minimum of twenty-four hours in advance.

(17) Section 113 Board of Appeals, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(18) Section 114 Violations, is amended as follows:

114.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 114.3 and 114.4 are hereby deleted.

(19) Section 115.3 Unlawful continuance, is hereby deleted.

(20) Section ~~310.4.1~~ Care facilities within a dwelling, is hereby deleted.

(21) Section 1612.3 Establishment of Flood Hazard Areas, is amended to read as follows:

**Commented [DR9]:** This section permits daycare in a single-family dwelling as per the IRC but requires Fire Sprinklers. Section 305.2.3 says the same but does not require Fire Sprinklers.

1612.3 Establishment of Flood Hazard Areas. Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(22) Section 1805.1.2.1 Flood Hazard Areas, is hereby amended such that the Exception therein reads as follows:

Exception: Under-floor spaces of Groups R-1, R-2, R-3 and R-4 buildings that meet the requirements of FEMA TB-11.

(23) Section 2701.1 Scope, is amended to read as follows:

2701.1 Scope. This chapter governs the electrical components, equipment and systems used in building and structures covered by this code. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the Electrical Code as adopted by the State of Colorado.

(B) The INTERNATIONAL RESIDENTIAL CODE, 2018 Edition is amended as follows:

(1) References in Section R101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Sections R104.10.1, R105.3.1.1, R301.2.4, R309.3 and R322 are amended to read: Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(3) Section R105.2 Work exempt from building permit, is hereby amended as follows:

Item #1: Replace 200 square feet (11 m<sup>2</sup>), with 150 square feet (13.9 m<sup>2</sup>), and append the sentence: Provided, however, a site permit must be obtained for such structures from the Town, which shall be subject to a permit fee of \$70 and shall be issued only for lawfully located structures.

Item #2: Fences not over 6 feet high. Append the sentence to say: Provided, however, a site permit must be obtained from the Town for such fences which shall be subject to a permit fee of \$50 and shall be issued only for lawfully located fences.

Item #10: Replace with: Decks that are not more than 30 inches above grade at any point. Provided, however, a site permit must be obtained for such structures from the Town, which shall be subject to a permit fee of \$75 and shall be issued only for lawfully located structures.

Add Items #11 and #12.

11. Re-roofing less than 200 square feet.

(Ord 5-2012)

12. Re-siding with similar materials less than 200 square feet.

(Ord 5-2012)

Electrical: All exemptions are subject to the laws established by the State.

Plumbing: All exemptions are subject to the laws established by the State.

(4) Section R105.5 Expiration ~~of permits~~, is amended to read:

a. Work must commence within 180 days of issuing the permit.

b. Unless determined otherwise by the Building Official because of the size or complexity

**Commented [DR10]:** Added a few more Sections that reference Floodplain topics.

**Commented [SC11]:** Changed to 6' since only up to 6' is allowed.

of the project, each inspection must be completed within 180 days of the previous mandated inspection according to the following schedule:

- i. Reinforcement in footings or structural (monolithic) slab.
- ii. Reinforcement in stem-wall or basement-wall.
- iii. Wall and roof sheathing (as required by AHJ)
- iv. Framing (which implies that plumbing, electrical and mechanical have already passed inspection or will be inspected at the time of the framing inspection).
- v. Insulation.
- vi. Drywall or other interior wall coverings.
- vii. All final inspections.

(5) Section R108.2 Schedule of permit fees, is hereby amended to read as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with Appendix L of the 2018 International Residential Code or as established by the applicable governing authority. Plan review fees shall be 65% of the building permit fee as shown in Appendix L. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Subsection 107.3.4.1, an additional plan review fee shall be charged at the rate shown in Appendix L.

The Town Council, in its sole discretion, may defer, reduce and/or waive certain building fees within this Chapter 6 for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

(Ord 2-2019)

(6) Section R108.3 Building permit valuations, is hereby amended to read as follows:

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated project valuation at time of application. Project Valuations shall include total value of work including materials and labor for electrical, gas, mechanical, plumbing and all construction related installations and improvements. If, in the opinion of the Building Official, the valuation is underestimated on the application generally in accordance with the Building Valuation Data published by the International Code Council, the permit shall be denied, unless the applicant can show detailed estimates in the form of valid construction contracts which meet the approval of the Building Official or adjust the valuation as recommended by the Building Official. Final project valuation for permit purposes shall be set by the Building Official.

(7) Section R108.5 Refunds, is hereby amended to read as follows:

R108.5 Refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.

**Commented [SC12]:** See explanation regarding expiration above.

Generally, residential projects have more slack time than commercial, especially with owners building their own so this schedule can be helpful in keeping projects going.

**Commented [DR13]:** Newly stated to align with the IBC and to allow for Use of the published Valuation Tables by Resolution.

3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

(8) Section R108.6 Work commencing before permit issuance, is hereby amended to read as follows:

Section R108.6 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

(9) Section R110.1 Use and occupancy, is hereby amended to delete Exception: 2. Accessory buildings or structures.

(10) Section R112 Board of Appeals, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(11) Section R113 Violations, is amended as follows:

113.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 113.3 and 113.4 are hereby deleted.

(12) Table R301.2 (1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA. The following values shall be added to the table:

Ground Snow Load: 65 lbs/Sq. Ft.  
 Wind Speed: 115 Ultimate / Exposure C  
 Topographic Effects: No  
 Special Wind Region: No  
 Windborne debris zone: No  
 Seismic Design Category: C  
 Weathering: Severe  
 Frost Line Depth: 36 inches  
 Termite: Slight  
 Winter Design Temperature: 0 degrees F  
 Ice Barrier Underlayment Required: Yes  
 Flood Hazards: Ridgway Municipal Code Subsection 6-2-6  
 Air Freezing Index: 2000 (BF/days)  
 Mean Annual Temperature: 43 degrees F

MANUAL J DESIGN CRITERIA

Elevation: 7,000  
 Latitude: 38  
 Winter Heating 0  
 Summer Cooling 83

**Commented [SC14]:** The wind speed has not changed, the way it is stated. Was 90 mph with 3 second gusts.

**Commented [SC15]:** During the Planning Commission meeting this was discussed. A conversation was held at the county with design professionals and they agreed that the frost depth should be changed to 36" so we are concurring with that conversation and conclusion.

**Commented [SC16]:** Updated per current charts that show historical data.

**Commented [SC17]:** Updated per current charts that show historical data.

Altitude Correction Factor: 77  
 Indoor Design Temperature: 70  
 Design Temperature Cooling: 75  
 Heating Temperature Difference: 70  
 Cooling Temperature Difference: 8  
 Wind Velocity Heating: N/A  
 Wind Velocity Cooling: N/A  
 Coincident Wet Bulb: 59  
 Daily Range H  
 Winter Humidity: 30%  
 Summer Humidity: 50%

(13) Section R309.5 Fire sprinklers, is hereby deleted.

(14) Section R310 Emergency escape and rescue openings, is hereby amended to add a new Section R310.3.2.3 to read as follows:

R310.3.2.3 Roof section required. Every window well serving as a means of egress shall have a roof section that extends beyond the window well footprint.

(15) Section R311.2 Egress door, is hereby amended to add the following sentence: Egress doors shall be provided with protection from ice and snow shedding.

(16) Section R313.2 One- and two-family dwellings automatic fire sprinkler systems, is hereby deleted.

(17) Section R322 Flood-Resistant Construction, is replaced with Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(18) Section R326 Swimming Pools, Spas and Hot Tubs, is hereby deleted.

(19) Section R908.3.1.1 Roof recover not allowed, item #3 is amended to read: Where the existing roof has two or more applications of any type of roof covering unless the third covering is metal panels and appropriate length fasteners are used.

(20) Section R908.7 is added and shall read: In reroof applications, attic ventilation shall be brought into compliance with Section R806 when possible.

(21) Sections N1102.4.1.2, N1103.3.3, and N1103.3.4 are hereby deleted.

(22) Section N1103.5.1 is amended as follows: When these systems are installed, heated water circulation systems shall be in accordance with Section N1103.5.1.1. Heat trace temperature maintenance systems shall be in accordance with Section N1103.5.1.2. Automatic controls, temperature sensors and pumps shall be accessible. Manual controls shall be readily accessible.

(23) Section N1103.5.2 is amended as follows: When installed, demand recirculation water systems shall have controls that comply with both of the following:

1. The controls shall start the pump upon receiving a signal from the action of a user of a fixture or appliance, sensing the presence of a user of a fixture or sensing the flow of hot or tempered water to a fixture fitting or appliance.
2. The controls shall limit the temperature of the water entering the cold-water piping to not greater than 104°F (40°C).

(24) Section N1103.5.4 is amended as follows: When installed, drain water heat recovery units shall comply with CSA B55.2. Drain water heat recovery units shall be tested in accordance with

**Commented [SC18]:** This section requires sprinkler systems in garages within single-family homes. We do not want to require that. We are adopting R313.1 so that garages in townhomes would have to have a sprinkler system.

**Commented [SC19]:** This requires fire sprinkler systems in 1 and 2 family dwellings. We are proposing to delete this so 1 and 2 family dwellings do not have to have fire suppression systems.

**Commented [SC20]:** Removed addition for carbon monoxide because a new section was added to the codes that address it.

**Commented [SC21]:** This references the International Swimming Pool and Spa Code which we are not adopting.

**Commented [SC22]:** Metal panels weigh very little, so allowing it to be a third covering when proper length fasteners are used will reduce landfill waste.

**Commented [SC23]:** Old cedar-shingle roofs ventilated naturally without added vents. Covering such assemblies with today's products can create big problems if ventilation is not introduced. Ventilation is not addressed in the IRC for reroofing, but if added needs to be stated to address situations where we simply cannot bring it up to today's standards.

**Commented [SC24]:** These sections require pressure tests. They are not needed because if we inspect to the requirements set in the codes, then each unit will pass the test. They are also difficult and expensive to coordinate.

CSA B55.1. Potable water-side pressure loss of drain water heat recovery units shall be less than 3 psi (20.7 kPa) for individual units connected to one or two showers. Potable water-side pressure loss of drain water heat recovery units shall be less than 2 psi (13.8 kPa) for individual units connected to three or more showers.

(25) N1103.6 – append this Section by adding: Automatic controls for heating incoming air shall be provided.

(26) Section G2406.2 Prohibited locations, is hereby amended to delete exceptions Numbered 3 and 4.

(27) Section G2425.8 ~~Appliance Equipment~~ not required to be vented, is hereby amended to delete item Number 7.

(28) Section G2445 Unvented room heaters, is hereby amended in its entirety to read as follows:

G2445.1 Prohibited. Unvented room heaters are prohibited in all locations throughout all occupancies.

(29) Chapters 25 through 43 are hereby deleted. Plumbing and Electrical shall comply with codes adopted by the State of Colorado.

(C) The INTERNATIONAL ENERGY CONSERVATION CODE, 2018 Edition, is amended as follows:

(Subsection amended by Ord 4-2010)

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Section C109 Board of Appeals, is hereby deleted.

(3) Section R403.5.1 is amended as follows: When these systems are installed, heated water circulation systems shall be in accordance with Section R403.5.1.1. Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Automatic controls, temperature sensors and pumps shall be accessible. Manual controls shall be readily accessible.

(4) Section R403.5.2 is amended as follows: When installed, demand recirculation water systems shall have controls that comply with both of the following:

1. The controls shall start the pump upon receiving a signal from the action of a user of a fixture or appliance, sensing the presence of a user of a fixture or sensing the flow of hot or tempered water to a fixture fitting or appliance.
2. The controls shall limit the temperature of the water entering the cold-water piping to not greater than 104°F (40°C).

(5) Section R403.5.4 is amended as follows: When installed, drain water heat recovery units shall comply with CSA B55.2. Drain water heat recovery units shall be tested in accordance with CSA B55.1. Potable water-side pressure loss of drain water heat recovery units shall be less than 3 psi (20.7 kPa) for individual units connected to one or two showers. Potable water-side pressure loss of drain water heat recovery units shall be less than 2 psi (13.8 kPa) for individual units connected to three or more showers.

(6) R403.6 Mechanical ventilation (mandatory),— append this Section by adding: Automatic controls for heating incoming air shall be provided.

(D) The INTERNATIONAL MECHANICAL CODE, 2018 Edition is amended as follows:

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Section 104.7 Department records, is hereby deleted.

(3) Section 106.5.1 Work commencing before permit issuance, is hereby amended to read as follows:

106.5.1 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

(4) Section 106.5.2 Fee schedule, is hereby amended to read as follows:

106.5.2 Fee schedule. The fees for mechanical work, or alterations requiring a permit, shall be derived using Appendix L of 2018 International Residential Code.

(5) Section 106.5.3 Fee refunds, is hereby amended to read as follows:

106.5.3 Fee Refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

(6) Section 108 Violations, is amended as follows:

108.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 108.3, 108.4, 108.5, and 108.7.3 are hereby deleted.

(7) Section 109 Means of Appeal, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(D) The INTERNATIONAL FUEL GAS CODE, 2018 Edition is amended as follows:

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Sections 104.7 Department records, ~~is~~ hereby deleted.

(3) Section 106.6.1 Work commencing before permit issuance, is hereby amended to read as follows:

106.6.1 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

- (4) Section 106.6.2 Fee schedule, is hereby amended to read as follows:

106.6.2 Fee schedule. The fees for work, or alterations requiring a permit, shall be derived using Appendix L of 2018 International Residential Code.

- (5) Section 106.6.3 Fee refunds, is hereby amended to read as follows:

106.6.3 ~~Fee Refunds~~. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

- (6) Section 108 ~~Violations~~, is amended as follows:

108.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 108.3, 108.4, 108.5, and 108.7.3 are hereby deleted.

- (7) Section 109 ~~Means of Appeal~~, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

- (8) Section 501.8 ~~Appliances not required to be vented~~, #8 is hereby deleted.

- (9) Section 621 ~~Unvented Room Heaters~~, is amended to read: Unvented room heaters are hereby prohibited.

- (E) The INTERNATIONAL FIRE CODE, 2018 Edition is amended to read as follows:

- (1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

- ~~(X) Subsection 106.5.3 Fee Refunds is hereby amended to read as follows:~~

~~106.5.3 Refunds. The Building Official shall authorize the refunding of fees as follows:~~

- ~~1. The full amount of any fee paid hereunder which was erroneously paid or collected.~~
- ~~2. Not more than 80% of the permit fee paid when no work has been done under a permit~~

**Commented [SC25]:** We do not want to allow any unvented appliances because the oxygen sensors that are on them for safety reasons tend to fail at higher elevations.

**Commented [DR26]:** Added: Oxygen sensors don't work well at higher elevations.

**Commented [SC27]:** Deleted the previous edits to 605.3 (2006)/604.3 (2018) because they are enforced by the state electrical inspector.



~~issued in accordance with this code.~~

~~3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.~~

~~The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.~~

(2) Section 109 is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(3) Section 110 is amended as follows:

110.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Section 110.3.3 is hereby deleted.

(4) Section 112.4 is hereby deleted.

(5) The geographic limits referred to in the following sections of the IFC are hereby established as follows:

5704.2.9.6.1 The entire Town except the I-1 and the I-2 Zoning Districts, and except outside above ground fuel oil tanks used for heating, if the capa Town or aggregate capa Town does not exceed 500 gallons, in use as of June 1, 2006.

5706.2.4.4 The entire Town except the I-1 and I-2 Zoning Districts.

6104.2 The entire Town.

(6) Section 202 Definitions, is hereby amended by the substitution of a new definition of Recreational Fire, to read as follows:

RECREATIONAL FIRE. An outdoor fire burning materials other than refuse where the fuel being burned is contained in an outdoor fire place, barbeque grill, chiminea, patio heater, or similar container, and has a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height, for pleasure, religious, ceremonial, cooking, warming or similar purposes.

(F) The INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 Edition is hereby amended as follows:

(1) References in Section 101.1 and elsewhere to "jurisdiction" shall mean the Town of Ridgway.

(2) Sections 103.1, 103.2 and 103.3 are hereby deleted.

(3) Section 103.5 Fees, is hereby amended to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this Code shall be as indicated in Table 1-A Building Permit Fees, as established by the Uniform Building Code, 1997 Edition--Appendix L of the 2018 International Residential Code or as established by the applicable governing authority.

(4) Sections 104.6, 107, 108.3, 109.5, 109.6, 110.2, 110.3, 110.4 and 112.4 are hereby deleted.

(5) Section 106 Violations, is amended as follows:

106.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Sections 106.3, 106.4 and 106.5 are hereby deleted.

(6) Section 111 is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(7) Section 302.4 is hereby amended to insert the following height in the space provided: 6”

(8) Section 304.14 Insect screens, is hereby amended to insert the following dates in the spaces provided: May 1 to October 15.

(9) Section 602.3 Heat supply, is hereby amended to insert the following dates in the spaces provided: January 1 to December 31.

(10) Section 602.4 Occupiable work spaces, is hereby amended to insert the following dates in the spaces provided: January 1 to December 31.

~~(X) Sections 103, 106 and 111 and Subsections 104.6, 107.1, 107.2, 107.3, 107.4, 108.3, 109.5, 109.6, 110.2, 110.3, and 110.4 are hereby deleted.~~

(G) The INTERNATIONAL EXISTING BUILDINGS CODE, 2018 Edition is amended as follows:

(1) References in Section 101.1 and elsewhere to “jurisdiction” shall mean the Town of Ridgway.

(2) Sections 103 Department of Building Safety, and 104.7 Department records, are hereby deleted.

(3) Section 104.10.1 Flood hazard areas, is amended to read: Flood Hazard Areas are established pursuant to Section 6-2 of the Ridgway Municipal Code.

(4) Section 106.5 Retention of construction documents, is hereby deleted.

(5) Section 108.2 Schedule of permit fees, is hereby amended to read as follows:

108.2 Schedule of permit fees. The fees for work, or alterations requiring a permit, shall be derived using Appendix L of 2018 International Residential Code.

(6) Section 108.4 Work commencing before permit issuance, is hereby amended to read as follows:

108.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

(7) Section 108.6 ~~Fee +~~Refunds, is hereby amended to read as follows:

108.6 Refunds. The Building Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 80% of the permit fee paid when no work has been done under a

permit issued in accordance with this code.

3. Not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

(8) Section 112 Board of Appeals, is amended to read: Means of Appeal shall be initiated and addressed as per Municipal Code Section 6-1-5.

(9) Section 113 Violations, is amended as follows:

113.1 shall read: Violations shall be processed as outlined in Municipal Code Section 6-1-8.

Section 113.3 and 113.4 are hereby deleted.

(10) Sections 114.3, 115.2, 115.4, 116.5, and 116.6 and 117.4 are hereby deleted.

(H)

(1) Any structure which has not been substantially completed prior to the expiration of a building permit, is hereby declared to be a nuisance, which may be abated by the Town in any lawful manner. It shall be unlawful to maintain or fail to remove such a nuisance.

(2) All below grade excavation done in advance of construction shall be filled and made safe within thirty days of an abandoned project. Where construction has proceeded beyond excavation, all foundation work and above grade construction shall be secured against the weather and the construction site shall be otherwise returned to that condition as existed before the permit was issued.

(3) Notwithstanding anything in the codes adopted herein to the contrary, wood shingles shall be allowed only if they are treated to Class "B" fire resistance pursuant to UL Standard 790 or the equivalent. The Building Official may charge an additional inspection fee as necessary to cover the costs of inspection to insure only qualified shingles are used in the work.

(4) No building permit shall be issued for any premises requiring plumbing unless Town water and Town sewer services are reasonably available to the site, or the necessary extensions are provided for contractually, or for sewer, an individual or private system has been authorized pursuant to Section 9-1-10 of the Ridgway Municipal Code; and applicable water or sewer tap fees have been paid. It shall be unlawful to occupy any premises for any residential related purpose unless the premises is served by lawful operational domestic water supply and sanitary sewer plumbing systems.

(5) Nothing in the Codes adopted by reference in this Section shall be construed to prohibit the issuance of a building permit in the Vista Terrace Subdivision, merely because the Town water system in such subdivision is unable to deliver full fire flows.

(6) Buildings and structures and all portions thereof that are subject to snow loading shall be designed and constructed to resist snow loads and all other loads pursuant to the Town of Ridgway Building Code. Potential unbalanced accumulation of snow at valleys, parapets, roof structures and offsets in roofs of uneven configuration shall be considered. Ground snow load is hereby established to be sixty-five pounds per square foot throughout the entire Town of Ridgway.

(7) For the purpose of determining footing and foundation depths, frost line depth is hereby established to be forty inches below finished grade. Footing and foundation depths may be altered, when approved by the Building Official, based upon approved engineered design and geotechnical analysis. Monolithic slabs for garages and similar non-residential structures less than six hundred square feet shall be subject to a minimum twenty-four-inch depth below finished grade throughout the entire Town of Ridgway.

(8) The storage of explosives and blasting agents is prohibited within the Town of Ridgway.

(9) The storage of hazardous materials is prohibited within the Town of Ridgway.

(10) All references in the International Fire Code, 2018 Edition, to the Fire Code Official, Fire Department, Fire Chief, Fire Marshal, Fire Prevention Bureau, or other administrative officers or employees shall be construed to mean the Town of Ridgway, and its Building Official or inspector, or other officer, employee or agent authorized by the Town to enforce and administer the International Fire Code, 2018 Edition.

(11) The Town shall be exempt from Permit fees.

(I) The definition of "Person" in any of the codes adopted by reference herein is amended to read – "PERSON" means any individual, firm, partnership, corporation, association, LLC, or other entity, including to the extent allowed by law, the United States and the State of Colorado, and any agency or political subdivision thereof.

(Ord 6-2009)

#### **6-1-4 PLUMBING AND ELECTRICAL PERMIT.**

It shall be unlawful to do any plumbing or electrical work within the Town of Ridgway without the proper permits issued by the State of Colorado pursuant to State law.

(Ord 9-2008)

**Commented [SC28]:** No changes made to this section.

#### **6-1-5 APPEALS.**

(Subsection amended by Ord 9-2008)

(A) The decision of the Building Official or his designated official or inspector under this Chapter, or the codes adopted by reference herein may be appealed to the Board of Appeals by filing a written appeal on forms provided by the Town with said official or inspector within fifteen days of the date he renders his decision.

(B) Such appeal should set in full the reasons for the appeal, and specify the relief requested.

(C) The Building Official shall review the appeal and forward it to the Board of Appeals attaching thereto his written recommendations and reasons for his decision.

(D) The Board of Appeals shall hold a hearing with reasonable notice to the applicant. The decision of the Board of Appeals shall be final.

(E) The Board of Appeals shall have no authority to grant any variance.

(F) The Mayor shall appoint three members to the Board of Appeals to serve at the pleasure of the Mayor.

**Commented [SC29]:** No changes made to this section.

**6-1-6 ADDITIONAL ELECTRICAL AND PLUMBING REGULATIONS.**

(A) In case of emergency, to protect persons or property, the Electrical Inspector shall have authority to disconnect or cause any electrical equipment to be disconnected and to enter upon the affected premises, if necessary, for that purpose.

(B) No electric current shall be turned on or connection made for use until a final inspection has been made of the work covered by this Section and The National Electric Code, and until a certificate of approval is issued. Provided, however, the Electrical Inspector may issue a temporary permit for use of current during the course of construction or alteration.

(C) It shall be unlawful for any person to insulate, sheetrock, lath or otherwise cover from view any electrical work or plumbing work subject to the provisions of this section that has not been inspected and finally approved.

(D) All steam and gas fittings, furnace work, plumbing or signal wiring shall be in place before the electrical wiring for light, heat, power, and communications is completed. The electrical wiring shall not be considered completed until such other work is in place.

(E) In the event any wires, cables, fittings, apparatus or electrical fixtures are in such a position as to interfere with the completion of the building following acceptance of the electrical work by the Inspector, the Electrical Inspector shall be notified and he shall reinspect the electrical work and may charge an additional fee therefore.

(F) All electrical and plumbing work, including electrical work for the repair, damage, deterioration, alteration, remodeling or otherwise, shall be done in accordance with the requirements of this Section, The National Electric Code, and The Colorado Plumbing Code. When alterations or repairs to a building exceed 50% of the value of the existing structure during any twelve month period, the entire building or structure shall be made to conform to the requirements of this Section. The Electrical Inspector may require repairs or alterations to electrical wiring or fixtures not meeting the requirements of this Section or The National Electric Code to the extent necessary to alleviate conditions hazardous to persons or property.

(G) Prevention of Cross Connections, Prohibited Sewer System Discharges and General Utility Guidelines for Water and Sewer shall be in accordance with Ridgway Municipal Code Section 9-1.

(H) It shall be unlawful to change the use of any building without notifying the Electrical Inspector and obtaining his approval that the electrical facilities of the building are safe for the new use.

**6-1-7 GENERAL PROVISIONS.**

If there is any conflict between any provision of this Section or of any codes adopted in reference herein with any other provision of any ordinance of the Town or any applicable State or Federal regulation, those regulations providing the more stringent or restrictive requirements shall apply.

**6-1-8 VIOLATIONS AND PENALTIES.**

(Subsection amended by Ord 9-2008)

(A) It shall be unlawful to violate any provision of this Chapter, the Electrical and Plumbing Codes as adopted by the State, any of the Codes adopted by reference herein, or any notice, stop order, permit, certificate or other order issued by the Town pursuant to said Codes or this Chapter. Any person convicted of such a violation shall be punished by a fine of not more than \$300. Each day during which any violation

**Commented [DR30]:** New item added.

**Commented [SC31]:** No changes made to this section.

**Commented [SC32]:** Changed "State Electrical Code, the Colorado Plumbing Code, any of the codes..." to "Electrical and Plumbing Codes as adopted by the State, any of the codes..."

is committed or permitted to continue shall be considered as a separate offense. As part of any sentence the Municipal Court may order restitution of the Town's cost of enforcement including reasonable attorney's fees.

(Ord 1-2017)

(B) Continuing violation of the provisions of this Chapter, the Codes adopted herein by reference, the Electrical and Plumbing Codes as adopted by the State or of any notice, stop order, permit, certificate or other order issued pursuant to this Chapter or the Codes adopted by this Chapter is hereby declared to be a nuisance and may be abated in accordance with law.

(C) In addition to any other remedy the Town may have, it may maintain an action in a Court of competent jurisdiction to enjoin any violation of any provision of this Chapter, the Electrical and Plumbing Codes as adopted by the State, or of the Codes adopted herein by reference.

(D) The Town may refuse to issue any permits required by this Chapter, or by the Codes adopted herein by reference if the applicant is in violation of any of any provision of such codes, this Chapter, or any notice, stop order, permit, certificate or other order issued pursuant thereto.

#### **6-1-9 DRIVEWAYS AND STREET ACCESS.**

(Repealed by Ordinance No. 8-2007)

#### **6-1-10 WOOD STOVES AND SIMILAR DEVICES.**

**Commented [SC33]:** Updated name of CDPHE, updated to fireplace/stove permit rather than building permit

(A) It shall be unlawful to install any wood stove or similar device of a type subject to the certification requirements of Regulation No. 4 of the Air Quality Control Commission, Colorado Department of Public Health and Environment, 5 C.C.R. 1001-6, within the Town unless it has been certified pursuant to said Regulation.

(B) A ~~Fireplace or Stovebuilding p~~Permit shall be obtained for the installation or replacement of all wood stoves, fireplaces and similar devices. The fee for a separate permit shall be \$50.

(Ord 18-2006)

(C) No more than one wood stove, fireplace or similar device may be installed in any single structure. This limit shall not apply to furnaces.

(D) It shall be unlawful to install any fireplace within the Town, unless it is a gas appliance, an electric device, or a fireplace insert, approved masonry heater, approved pellet burning insert, or other clean burning device, which is approved pursuant to Regulation No. 4 of the Air Pollution Control Commission of the Colorado Department of Public Health and Environment.

(Ord 5-2001)

(E) All wood-burning stoves, fireplaces and similar devices shall be installed, operated and maintained in full compliance with applicable State regulations, and Town building, mechanical and fire codes.

(F) Devices which do not comply with paragraph (A) but which on February 1, 1992 were lawfully installed, and structures with more than 1 device lawfully installed therein contrary to paragraph (C) on February 1, 1992, may continue to be maintained as existing on February 1, 1992, notwithstanding said paragraphs (A) and (C) until the ownership of the property upon which they are located is transferred. At that time all non-conforming devices shall be removed except that excess fireplaces may be deactivated

instead of being removed by permanently blocking the chimney or by other methods approved by the building inspector.

(G) This Subsection may be enforced as part of the Town's Building Code or in accordance with Subsection 6-1-8 or in any other lawful manner. Violations of this Subsection are hereby declared to be a nuisance.

(H) It shall be unlawful to install any coal burning device or to burn coal within the Town for any purpose, except when authorized by a permit issued by the State of Colorado. Provided, however, persons lawfully burning coal for space heating, during the winter of 2000/2001, may register such use with the Town by July 1, 2001, and continue to do so in their existing coal burning appliance until the appliance is taken out of service.

(Ord 5-2001)

#### **6-1-11 LANDSCAPING.**

**Commented [SC34]:** No changes made to this section.

(A) All applications for a building permit for new construction or exterior work on any existing structure shall submit a Landscape Plan for the premises meeting the following requirements:

- (1) The Landscape Plan shall be drawn to scale of 1 inch = 40 feet, or larger, and may be included on the Site Plan.
- (2) The Building footprint, driveways and vehicle circulation shall be shown and located to scale.
- (3) Surface drainage characteristics and proposed structures must be shown.
- (4) Existing and all proposed groundcover, including shrubs and lawns shall be shown.

(Ord 7-1998)

(B) The plan must provide for the following minimum landscaping elements:

- (1) Groundcover must be adequate to ensure that dust cannot blow from the property and that the soil is stabilized to ensure that erosion is kept to a minimum.

**Commented [SC35]:** Changed from "insure"

- (2) A minimum of one (1) tree per 2,000 square feet of gross lot area in all zones except Historic Business shall be provided. Trees shall have a minimum caliper of 1-1/2" for deciduous trees and five foot minimum height for evergreens. Trees should be located in such a way that they will not infringe on solar access and views of the adjoining properties or block vehicular sight lines to public roadways.

(Ord 7-1998)

(C) Landscaping Guidelines are as follows:

- (1) Existing trees and groundcover on the property are encouraged to be retained and not destroyed during the construction process. These plants will be counted towards the minimum standards.

(Ord 1-2014)

- (2) Xeriscope landscaping and drip irrigation are encouraged. Large irrigated areas are discouraged.

(Ord 1-2014)

(3) Siberian elm and Chinese elm (Ulmus); Cottonwoods that bear cotton (Populus); Purple Loosestrife (Lythrum slaicaria); Russian Olive (Elaeagnus angustifolia) are prohibited.

(Ord 1-2014)

(4) The Town Manager is authorized to prohibit additional species with similar nuisance properties.

(Ord 1-2014)

(D) The building permit shall not be issued until a conforming Landscape Plan is approved by the Town.

(Ord 7-1998)

(E) A permanent Certificate of Occupancy will not be issued until the Town determines that the landscaping contemplated by the approved plan has been properly installed. A temporary Certificate of Occupancy may be issued if completion is delayed by winter weather.

(Ord 7-1998)

(F) Following completion of the landscaping, the owner or occupant of the property shall maintain it in good condition thereafter. Failure to so maintain the landscaping is unlawful and is hereby declared to create a nuisance.

(Ord 7-1998)

(G) Intent: Landscaping is an important element of the experience of the Town of Ridgway that is both functional and aesthetic. Priorities for Landscaping include: low-water use, regionally appropriate design for materials and vegetation. These landscaping regulations will endeavor to provide for an attractive, well-maintained landscape that preserves the overall quality and appeal of the community; provides visual buffers and screens; achieves pedestrian and vehicular separation; preserves and enhances the existing visual character of the community; mitigates adverse effects of drainage and weeds, and conserves water resources. A list of recommended species for use in Colorado is available from the Ouray County Weed Manager and the Colorado State University Extension Service. The lists are not all inclusive but do recommend a variety of plants known to do well in our region of Colorado. In general, plants that are not recognized as hardy or suited to the local climate should be kept to a minimum. Xeriscaping and drought-tolerant and water-saving plants are to be used whenever possible and appropriate. Within the General Commercial District landscaping is important to the drainage, circulation and aesthetic of commercial developments. With larger sites and several buildings, there is the opportunity to create cohesive, appealing and efficient landscape plans that elevate the site as a whole. Landscaping should be used to promote the visual aesthetic of the development from main travel corridors, as well as the pedestrian experience within, through shade trees, plantings, context-appropriate public art and seating. Buffers and medians facilitate drainage during storm events and also provide valuable areas for snow storage during the winter. Landscaping that is visually appealing, functional, and sustainable is desirable for all new development within the General Commercial District.

(Ord 1-2014)

#### **6-1-12 SOLAR ENERGY INCENTIVE PROGRAM.**

(Subsection added by Ord 06-2008)

**Commented [SC36]:** No changes made to this section.

(A) The Town will make a payment equal to the amount of Town sales tax paid by the customer and received by the Town, adjusted for any vendor's fee, for the purchase of systems which are installed within the Town, which will generate electricity or hot water from sunlight for domestic use, industrial processes, space heating, pools or spas.



6-1-12

**Ridgway Municipal Code**

(B) Applications must be submitted on forms provided by the town accompanied by proof of payment of Town sales tax and proper installation of the system acceptable to the Town.

(C) This incentive shall terminate, as of every biennial anniversary of the effective date of this ordinance unless renewed by a motion of the Town Council at, or about, such time.

**Resolution No. 19-13**

**Resolution of the Town Council of Ridgway, Colorado  
Amending the Police Procedures Manual to add Section 24: Sexual Assault Investigations Policy**

**WHEREAS**, the Town Council implemented the Police Procedures Manual through the adoption of Resolution 99-04 on April 14, 1999; and

**WHEREAS**, the Town Council has subsequently amended the Police Procedures Manual through Resolutions 11-08 and 18-02; and

**WHEREAS**, the Police Procedures Manual does not include a Sexual Assault Investigations Policy and such policy is now desired to preserve the health, safety and welfare of the community.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** the Sexual Assault Investigations Policy as described herein is now adopted:

**PASSED AND APPROVED** this 13<sup>th</sup> day of November 2019.

**ATTEST**

**TOWN OF RIDGWAY**

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Pam Kraft, MMC,  
Town Clerk

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John Clark,  
Mayor



## Chapter 24: Sexual Assault Investigations

### A. PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the investigation of sexual assaults. These guidelines will address some of the unique aspects of such cases and the effects that these crimes have on the victims.

Mandatory notifications requirements are addressed in the Child Abuse and Adult Abuse policies.

### B. POLICY

It is the policy the Ridgway Marshal's Office that its members, responding to reports of sexual assaults will strive to minimize the trauma experienced by the victims, and will aggressively investigate sexual assaults, pursue expeditious apprehension and conviction of perpetrators, and protect the safety of the victims and the community.

### C. DEFINITIONS

Definitions related to this police include:

**Sexual assault** – Any crime or attempted crime of a sexual nature, to include, but not limited to, offenses defined in Title 18, Article 3, Part 4 (Unlawful Sexual Behavior).

**Sexual Assault Response Team (SART)** – A multidisciplinary team generally comprised of advocates; law enforcement officers; forensic medical examiners, including sexual assault nurse examiners (SANEs) if possible; forensic laboratory personnel and prosecutors. The team is designed to coordinate a board response to sexual assault victims.

### D. QUALIFIED INVESTIGATORS

Qualified investigators should be available for assignment of sexual assault investigations. These investigators should:

1. Have specialized training in, and be familiar with, interview techniques and the medical and legal issues that are specific to sexual assault investigations.
2. Conduct follow-up interviews and investigation.
3. Present appropriate cases of alleged sexual assault to the prosecutor for the review.
4. Coordinate with other enforcement agencies, social service agencies and medical personnel as needed.
5. Provide referrals to therapy services, victim advocates and support for the victim.
6. Participate in, or coordinate with SART or other multidisciplinary investigative teams as applicable.

### E. INVESTIGATION AND REPORTING

In all reports or suspected cases of sexual assault, a report should be written and assigned for follow-up investigation. This includes incidents in which the allegations appear unfounded or unsubstantiated.



## 1. VICTIM INTERVIEWS

The primary considerations in sexual assault investigations, which begin with the initial call to Dispatch, should be the health and safety of the victim, the preservation of evidence and preliminary interviews to determine if a crime has been committed and to attempt to identify the suspect.

Whenever possible, a member of SART or multidisciplinary response team should be included in the initial interviews.

An in-depth follow-up interview should not be conducted until after the medical and forensic examinations are completed and the personal needs of the victim have been met (e.g., change of clothes, bathing). The follow-up interview may be delayed to the following day based upon the circumstances. Whenever practicable, the follow-up interview may be delayed to the following day based upon the circumstances. Whenever practicable, the follow-up interview should be conducted by a qualified investigator.

Victims are often reluctant or embarrassed to discuss details. Recanting or changing one or more aspects of a prior statement is not necessarily an indication of false reporting or that the case is unfounded. If the responding officer has reason to believe the incident may be without merit, he/she should document the evidence and inconsistencies. Due to physical and emotional trauma, and the myths and stereotypes associated with sexual assault, inconsistencies in the victim's report are not uncommon. No opinions of whether the case is unfounded shall be included in the report.

## 2. TRUTH VERIFICATION EXAMINATIONS

Members of the Ridgway Marshal's Office shall not ask or require a victim of a sex crime to submit to a truth verification examination as a condition for proceeding with a criminal investigation (42 USC § 3796gg-8; CRS § 18-3-407.5).

The truth verification examination shall only be conducted upon a victim with the victim's written informed consent that includes notice that he/she has the right to refuse to submit to the examination. In addition, the victim shall be informed orally with information about the potential use of the result of the examination (CRS § 18-3-407.5(2)).

## 3. VICTIM CONFIDENTIALITY

The Office shall withhold public access to information that would reveal the identity of a victim or alleged victim of criminal sexual conduct pursuant to CRS § 24-72-304. The notation "SEXUAL ASSAULT" shall be made on Office's official records involving a victim of sex crime.

The name of any juvenile victim of a sex crime shall not be disseminated or published (CRS§ 19-1-102(1.7)).

## 4. VICTIM RIGHTS

Officers investigation or receiving a report of an alleged sex crime shall ensure victims are provided a handout explaining the victim's rights, and information and resources available (see the Victim and Witness Assistance Policy) (CRS § 24-4-.1-303).



# MARSHAL'S OFFICE

PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5196 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

As soon as available and when appropriate, the investigations member shall ensure the victim is provided (CRS § 24-4.1-303(10) (b)).

- a. The business address and telephone number of the District Attorney.
- b. The file number of the case and the name, business address and telephone number of any officer assigned to investigate the case.
- c. Information regarding a suspect being taken into custody or released, unless such information would interfere with the investigation.
- d. Information concerning any change in the status of a cold case and, upon a written request from the victim, an update at least annually concerning the status of a cold case when the criminal statute of limitations is longer than three years.
- e. Information regarding any final decision not to file charges unless this department and the District Attorney's office have developed a separate policy specifying the manner of informing victims of decisions not to file charges.

## 5. COLLECTION AND TESTING OF BIOLOGICAL EVIDENCE

Whenever possible, a SART member should be involved in the collection of forensic evidence from the victim.

When the facts of the case indicate that collection of biological evidence is warranted, it should be collected regardless of how much time has elapsed since the reported assault.

If a drug-facilitated sexual assault is suspected, it is critical to the investigation that a urine sample from the victim be collected by a medical professional.

Forensic medical evidence shall be collected if the victim requests the collection.

Prior to collection of any forensic medical evidence, the victim's written consent should be obtained using the form required by the Department of Public Safety (DPS).

Unless the victim withdraws consent, evidence collected shall be submitted for analysis to the Colorado Bureau of Investigation or an accredited crime laboratory within 21 days (8 CCR 1507-29; CRS § 18-3-407.5) Forensic evidence associated with an anonymous report made pursuant to CRS § 12-36-135 shall not be submitted to a laboratory for testing (CRS § 18-3-407-.5).

The result and the case information should be entered into state and national registries in a timely manner.

No Ridgway Marshal's Office member shall ask or require a sex crime victim to participate or cooperate in an investigation as a condition of receiving a forensic medical examination (CRS § 18-3-407.5(3)(a)).

The Ridgway Marshal's Office shall be responsible for direct costs associated with collection of forensic evidence from a sex crime victim (CRS § 18-3-407.5(1)).



## MARSHAL'S OFFICE

### 6. DISPOSITION OF CASES

If the assigned investigator has reason to believe the case is without merit, the case may be classified as unfounded only upon review and approval of the Ridgway Marshal.

Classification of a rape case as unfounded requires the Ridgway Marshal to determine that the facts have significant irregularities with reported information and that the incident could not have happened as it was reported. When a victim has recanted his/her original statement, there must be determined as unfounded.

### 7. AUDITING CASE DISPOSITIONS

The Ridgway Marshal will ensure case dispositions are reviewed on a periodic basis using an identified group that is independent of the investigation progress. The SART of multidisciplinary response team and /or victim advocates should be considered for involvement in this audit.

## F. RELEASING INFORMATION TO THE PUBLIC

The cases where the perpetrator is not known to the victim, and especially if there are multiple crimes where more than one appear to be related, consideration should be given to releasing information to the public whenever there is a reasonable likelihood that doing so may result in developing helpful investigative leads. The Ridgway Marshal should weigh the risk of alerting the suspect o the investigation with the need to protect the victim and the public, and to prevent more crimes.

## G. TRAINING

Subject to available resources, periodic training will be provided to:

1. Members who are first responders, This includes, but not limited to , the following topics:
  - a. Initial response to sexual assaults
  - b. Legal issues
  - c. Victim advocacy
  - d. Victim's response to trauma
2. Qualified investigators who should receive advanced training on additional topics. This includes, but is not limited to, the following:
  - a. Interviewing sexual assaults victims
  - b. SART or multidisciplinary response team
  - c. Medical and legal aspects of sexual assault investigations
  - d. Serial crimes investigations
  - e. Use of community or other federal and state investigative resources, such as the Violent Criminal Apprehensive Program (VICAP)

**THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF OURAY, COLORADO  
THE TOWN OF RIDGWAY, COLORADO, AND  
OURAY COUNTY  
ESTABLISHING A MULTIJURISDICTIONAL HOUSING ADVISORY COMMITTEE ("OCHAC")**

**This THIRD Amendment to the Intergovernmental Agreement between the City of Ouray, Colorado, the Town of Ridgway, Colorado and Ouray County, Colorado Establishing a Multijurisdictional Housing Advisory Committee dated November 21<sup>st</sup>, 2016 (Agreement) is by and between the CITY OF OURAY, COLORADO (hereinafter "Ouray"), a Colorado municipal corporation, the TOWN OF RIDGWAY, COLORADO (hereinafter "Ridgway"), a Colorado home rule municipality, and OURAY COUNTY, COLORADO (hereinafter "Ouray County"), a Colorado county, collectively referred to in this Intergovernmental Agreement ("IGA") as the "Parties."**

**RECITALS**

The Agreement, in Section 6, contemplates that the term of the Agreement could be renewed on an annual basis. Ouray, Ridgway and Ouray County desire to continue the work of the Multijurisdictional Housing Advisory Committee through December 31, 2021 on the same terms and conditions as provided for in the Agreement ("Exhibit 1").

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Ouray, Ridgway, and Ouray County agree as follows:

Section 6 of the Agreement is hereby amended to provide an extension to the Multijurisdictional Housing Advisory Committee through December 31, 2021.

A new section, Section 8 is hereby added to include a provision stating: "*Ouray County Webmaster shall be responsible for updating the OCHAC Webpage as may be requested, from time to time.*"

There are no other revisions or amendments to the Agreement, and the parties intend that all other terms and conditions of the Agreement are hereby extended through December 31, 2021.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement on the day and year above first noted.

**CITY OF OURAY, COLORADO  
A Colorado Municipal Corporation**

**ATTEST:**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City of Ouray

\_\_\_\_\_  
City Clerk

**TOWN OF RIDGWAY, COLORADO  
A Colorado Home Rule Municipality**

**ATTEST:**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor, Town of Ridgway

\_\_\_\_\_  
Town Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF OURAY COUNTY, COLORADO**

**ATTEST:**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Deputy Clerk

**Exhibit 1**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF OURAY, COLORADO  
THE TOWN OF RIDGWAY, COLORADO, AND  
OURAY COUNTY  
ESTABLISHING A MULTIJURISDICTIONAL HOUSING ADVISORY COMMITTEE**

**Dated November 21, 2016**



Agenda  
miss.

Multijurisdictional Housing  
Advisory Committee w/ City + Town

Dec. 31, 2017



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF OURAY, COLORADO  
THE TOWN OF RIDGWAY, COLORADO, AND  
OURAY COUNTY  
ESTABLISHING A MULTIJURISDICTIONAL HOUSING ADVISORY  
COMMITTEE**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this 21st day of November, 2016, by and between the **CITY OF OURAY, COLORADO** (hereinafter "Ouray"), a Colorado municipal corporation, the **TOWN OF RIDGWAY, COLORADO** (hereinafter "Ridgway"), a Colorado home rule municipality, and **OURAY COUNTY, COLORADO** (hereinafter "Ouray County"), a Colorado county, collectively referred to in this Intergovernmental Agreement ("IGA") as the "Parties."

**RECITALS**

**WHEREAS**, the Parties wish to encourage and support a coordinated effort to provide housing that is affordable to residents of their respective jurisdictions in a manner that will preserve the regional community; and

**WHEREAS**, the Parties have previously formed a multijurisdictional housing authority, and have considered the adoption of a revised IGA to replace said housing authority; and

**WHEREAS**, the Parties are each authorized by Article XIV, Section 18 of the Colorado Constitution and the Multijurisdictional Housing Authority Act, Section 29-1-204.5, C.R.S. (hereinafter the "Act") to contract with each other to establish a separate governmental entity known as a multijurisdictional housing authority; and

**WHEREAS**, the Parties find and determine that the costs of creating a new housing authority, including separate insurance for an independent entity, the costs of audits and other statutory and regulatory requirements are significant and detract from the goals of the Parties to seek and implement solutions; and

**WHEREAS**, the Parties do not have the financial resources as of the date of execution of this IGA to adequately fund a housing authority in order to accomplish the goals of the Parties; and

**WHEREAS**, the Parties would like to work cooperatively to seek grants, private or other available funding for the purposes of establishing a viable housing authority, and to seek creative solutions to the common concerns regarding affordable housing in the jurisdictions of the Parties; and

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11-7-16

**WHEREAS**, the Parties have determined that until such time, as any, as funds are available to adequately fund a housing authority, they wish to create an advisory committee to work towards solutions to affordable housing and the creation of a housing authority;

**NOW THEREFORE**, in consideration of their mutual covenants and the benefits to be received by each of them, the Parties hereby agree as follows:

1. The Parties hereby agree to establish a Multi-Jurisdictional Affordable Housing Advisory Committee. The advisory committee shall be comprised of the current directors of the 2007 Intergovernmental Agreement establishing a Multi-jurisdictional Housing Authority, or of such other members as the Parties may agree to appoint.
2. The purpose of the advisory committee will be to pursue solutions for affordable housing in Ouray County, including its municipalities, and may include pursuing grants, private funds, or other means of financial support for a multi-jurisdictional housing authority. The advisory committee will have no authority to bind the individual Parties to this IGA. Any decisions requiring expenditure of funds of the Parties are reserved for consideration and decision by each of the individual governing bodies of the Parties.
3. At such time, as any, that the advisory committee reports that funding is available to adequately support a multi-jurisdictional housing authority, and the Parties hereto concur that establishment and operation of such a housing authority is feasible, at the sole discretion and determination of the Parties, then they shall adopt the IGA attached hereto as Exhibit A and shall create a Housing Authority.
4. Pending the creation of the Housing Authority contemplated herein, the advisory committee shall be authorized to proceed on behalf of the Parties, and the 2007 IGA is hereby terminated.
5. This Intergovernmental Agreement may be modified by written amendment approved by the governing bodies of the Parties, acting individually.
6. The term of this IGA shall be from the date first written above through December 31, 2017, and may be extended by the Parties for such additional term as agreed upon. Any of the Parties may withdraw from this IGA for any reason upon thirty (30) days written notice to the other Parties. This IGA shall automatically terminate upon the withdrawal by two Parties.
7. Any formal notices or requests given under this IGA shall be in writing and addressed as follows:

To the City of Ouray:

City Administrator  
City of Ouray  
Post Office Box 468  
Ouray, CO 81427

11-7-16

To the Town of Ridgway:

Town Manager  
Town of Ridgway  
Post Office Box 10  
Ridgway, CO 81432

To Ouray County

County Administrator  
Ouray County  
Post Office Box C  
Ouray, CO 81427

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement on the day and year above first noted.

THE CITY OF OURAY, COLORADO  
A Colorado Municipal Corporation

By Pamela J. Larson

THE TOWN OF RIDGWAY, COLORADO  
A Colorado Home Rule Municipality

By [Signature]

ATTEST:

[Signature]

ATTEST:

[Signature]

Approved as to form:

[Signature]  
City Attorney

Approved as to form:

[Signature]  
Town Attorney

THE BOARD OF COUNTY COMMISSIONERS  
OF OURAY COUNTY, COLORADO

By [Signature]

ATTEST:

[Signature]

Approved as to form:

[Signature]  
County Attorney



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## **EXHIBIT A**

### **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OURAY, COLORADO THE TOWN OF RIDGWAY, COLORADO, AND OURAY COUNTY, COLORADO ESTABLISHING A MULTIJURISDICTIONAL HOUSING AUTHORITY**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF OURAY, COLORADO** (hereinafter "Ouray"), a Colorado municipal corporation, the **TOWN OF RIDGWAY, COLORADO** (hereinafter "Ridgway"), a Colorado home rule municipality, and **OURAY COUNTY, COLORADO** (hereinafter "Ouray County"), a Colorado county, collectively referred to in this Intergovernmental Agreement ("IGA") as the "Parties." Upon execution, this IGA will replace that certain IGA entered into among the Parties dated \_\_\_\_\_, 2007 ("2007 IGA"), and that 2007 IGA will be repealed, terminated, null, void and of no further validity.

#### **RECITALS**

**WHEREAS**, the Parties wish to encourage and support a coordinated effort to provide housing that is affordable to residents of their respective jurisdictions in a manner that will preserve the regional community; and

**WHEREAS**, the Parties have determined that formation of a multijurisdictional housing authority is an appropriate and effective method for pursuing the affordable housing objectives stated above; and

**WHEREAS**, the Parties are each authorized by Article XIV, Section 18 of the Colorado Constitution and the Multijurisdictional Housing Authority Act, Section 29-1-204.5, C.R.S. (hereinafter the "Act") to contract with each other to establish a separate governmental entity known as a multijurisdictional housing authority; and

**WHEREAS**, the Parties desire to establish a multijurisdictional housing authority by and subject to the provisions of this IGA, and to repeal, terminate and replace the 2007 IGA with this IGA.

**NOW THEREFORE**, in consideration of their mutual covenants and the benefits to be received by each of them, the Parties hereby agree as follows:

#### **TERMS**

##### **1. CREATION, NAME, BOUNDARIES, PURPOSE, STATUS**

1.1 **Creation; Name.** The Parties hereby establish a multijurisdictional housing authority named the "Ouray County Housing Authority" (the "Authority").

1.2 **Boundaries.** The boundaries of the Authority shall be coterminous with the

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boundaries of Ouray County, Colorado.

1.3 Purposes. The Authority is established for the purposes of effecting the planning, financing, acquisition, construction, reconstruction, repair, maintenance, management and operation of existing and new affordable housing projects or programs pursuant to a multi-jurisdictional plan:

(a) to assist with providing dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and

(b) to assist with providing affordable housing projects or programs for employees or employers located within the jurisdiction of the Authority; together with any other purposes deemed appropriate by the Authority as are now or subsequently permitted or authorized for multijurisdictional housing authorities by applicable law.

1.4 Type of Entity. The Authority shall be a political subdivision and public corporation of the State of Colorado and separate from the City of Ouray, the Town of Ridgway, and Ouray County and shall be a validly created and existing political subdivision and public corporation of the State of Colorado. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body, political and corporate. The Authority may deposit and invest its moneys in the manner provided in Section 43-4-616, C.R.S or as otherwise authorized and permitted by law.

1.5 Functions-General. The Authority shall have any and all powers, duties, rights and obligations as such are set forth in the Act except as specifically provided herein. The Authority shall also have those duties and powers stated below, and any others delegated to the Authority by the Parties to this IGA. The power of the Authority to levy, within the boundaries of the Authority, a sales tax, a use tax, and/or ad valorem tax and/or development impact fee for affordable housing is subject to specific provisions to be negotiated between the Parties in the form of a future Intergovernmental Agreement and any applicable statutory requirements. No action by the Authority to establish or increase any tax shall take effect unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected.

1.6 No Waiver of Governmental Powers. Nothing contained in this Agreement shall constitute a waiver by the City of Ouray, the Town of Ridgway or Ouray County of any of their respective or joint planning, zoning, land use or other governmental authority or powers. All projects of the Authority shall be subject to the planning, zoning, sanitary, and building laws, ordinances, and regulations applicable to the jurisdiction in which a project is situated.

## **2. DUTIES OF THE AUTHORITY**

The Authority shall endeavor to perform any and all duties and or responsibilities as may from time to time be assigned to it and adequately funded by one or more of the Parties, or such grants, donations or other revenue sources as may be available to the Authority.

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### **3. POWERS OF THE AUTHORITY**

In addition to any other powers provided by applicable law, the Authority shall have the following powers:

3.1 To identify the need for affordable housing for the population segments identified by the Authority residing, or needing to reside in Ouray County.

3.2 The power, but not the duty or obligation, to develop creative financing and construction methods, as well as incentives, in order to encourage the public or private sector to provide affordable housing for families and individuals in Ouray County.

3.3 To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, own, operate, rent and/or sell housing projects to provide affordable residential facilities and dwelling accommodations intended for use as the sole place of residence by the owners or intended occupants, subject to the applicable governmental requirements (such as zoning, review and approval processes) of the jurisdiction in which the particular property is located.

3.4 To make and enter into agreements, including, without limitation, contracts with local, state or federal agencies, private enterprises, and nonprofit organizations, to carry out the duties of the Authority and/or to provide services to the Authority, or for any other lawful purpose related to affordable housing or the financing for such housing.

3.5 To employ agents and employees.

3.6 To cooperate with state and federal governments in all respects concerning the financing of such housing projects.

3.7 To purchase, acquire, obtain options for, hold, lease (as lessor or lessee), sell or otherwise dispose of any real or personal property, commodity, or service from firms, corporations, the City of Ouray, the Town of Ridgway, Ouray County and other governmental entities or any other person or entities.

3.8 To condemn property for public use, provided such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; and provided, further, both that the vote of the Board of Directors of the Authority to condemn is unanimous and the Authority has received the prior written consent to the condemnation from the governing body or bodies of the local government or governments having jurisdiction over the property to be condemned.

3.9 To incur debts, liabilities, or obligations; to issue bonds or notes (as provided below); to borrow money, secure mortgages, obtain grants, gifts or otherwise

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obtain funds, all for the purpose of implementing, completing and operating housing projects. This does not constitute general authority to encumber or pledge any revenues or assets of any participating government without that entity's written consent.

3.10 To sue and be sued in its own name.

3.11 To have and use a corporate seal.

3.12 To fix, maintain, and revise fees, rents, prices, security deposits, and charges for functions, services, or facilities provided by the Authority.

3.13 To adopt, by resolution, regulations respecting the exercise of the Authority's powers and the carrying out of its purposes.

3.14 To exercise any other powers essential to the provision of functions, services or facilities by the Authority.

3.15 To do and perform any acts and things authorized by this IGA under, through, or by means of any agent, or by contracts with any person, firm or corporation.

3.16 To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs subject to the terms specified in the Act.

3.17 To exercise any additional general powers granted to multijurisdictional housing authorities by applicable law, except as specifically provided herein.

3.18 Subject to the specific provisions under Sections 29-1-204.5 (3) (f.1), (f.2) and (f.5), C.R.S., and to specific provisions to be negotiated among the Parties in the form of a future Intergovernmental Agreement, the power to levy a sales tax, a use tax and/or ad valorem tax for affordable housing; provided, however, that no action of the Authority to establish or increase any tax shall take effect unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. A development impact fee may be imposed without a vote of registered voters, subject to agreement in a future Intergovernmental Agreement among the Parties.

#### **4. BOARD OF DIRECTORS**

##### **4.1 Number of Directors and Their Appointment**

(a) **Board of Directors.** The governing body of the Authority shall be its Board of Directors (the "Board") consisting of five members. One member shall be appointed by Ouray; one member shall be appointed by Ridgway; one member shall be appointed by Ouray County; and two members ("Joint Members") shall be appointed by the members appointed by Ouray, Ridgway and Ouray County. The appointment of Joint Members shall be limited exclusively to persons nominated by Ouray, Ridgway or Ouray

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County after a request by the Authority to all three governments for nominations.

(b) Qualifications. Each Director shall be a resident of Ouray County.

(c) Term. The initial Board of Directors shall be those Directors serving under the 2007 IGA as of the date of approval of this IGA and replacement of the 2007 IGA. Thereafter the terms for all Directors appointed shall be two years from the date of appointment or until the appointment of a successor. There shall be no terms limits for Directors.

(d) Quorum; Voting. A majority of Directors shall constitute a quorum, and a majority of the quorum shall be necessary for any action taken by the Board of Directors; except that a unanimous vote of the Directors shall be required to authorize the initiation of condemnation proceedings as provided in Section 3.8.

(e) Duties. The general power and authority of the Authority shall be vested in the Board. The Board shall elect the officers of the corporation as specified below. The Board shall approve a budget for the continued operation of the Authority. As provided in Sections 29-1-204.5(2)(b)(IV), C.R.S., the Board shall comply with the provisions of parts 1, 5, and 6 of Article I, Title 29 of the Colorado Revised Statutes which, respectively, are known as the Local Government Budget Law of Colorado, the Colorado Local Government Uniform Accounting Law, and the Colorado Local Government Audit Law.

(f) Vacancies. Any vacancy on the Board shall be filled by the governmental entity that appointed the departing Director, or, in the case of a Joint Member, by vote of the remaining Board of Directors subject to selection procedures described in Section 4.1 (a). If the vacancy being filled is an unexpired term, the appointee shall serve the remainder of that term.

(g) Removal. Members of the Board shall serve at the pleasure of their appointing governments, or, in the case of Joint Members, at the pleasure of the Board.

(h) Compensation. Board members shall not be compensated for their services as Directors or officers; however, they may be reimbursed for their expenses and may receive a per diem travel allowance as determined by the Board.

**4.2 Officers**. The officers of the Authority shall consist of a President, a Vice President, a Secretary and a Treasurer.

(a) Appointment. The officers shall be appointed by the Board and shall hold office for one year or until their successors are elected and qualified.

(b) President. The President shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the President shall sign all contracts, deeds and other instruments made by the Authority. At each meeting the President shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the Authority.

(c) Vice President. The Vice President shall perform the duties and responsibilities of the President in the absence of incapacity of the President; and, in case of vacancy in the office of the President, the Vice President shall perform such duties as are imposed on the President until such time as the Board selects a new President.

(d) Secretary. The Secretary shall keep the records of the Authority and shall act as secretary to meetings of the Authority.

(e) Treasurer. The Treasurer shall have the custody of all funds of the

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Authority; shall keep regular books of accounts for the same; and shall otherwise perform all duties incident to the office.

4.3 Duties. The officers of the Authority shall perform the duties and functions of their respective offices, as prescribed in this Agreement; comply with the Local Government Budget Law of Colorado, the Colorado Local Government Uniform Accounting Law, and the Colorado Local Government Audit Law; and perform such other duties and functions as may from time to time be required by the provisions of this IGA, resolutions of the Directors, or by other rules and regulations as may be adopted by the Authority. The offices of Secretary and Treasurer may be combined and held by one person; the duties and responsibilities of the Treasurer may be combined with the duties and responsibilities of the Vice President; or the duties of either or both of those offices may be delegated to an Executive Director, if one is hired by the Board.

4.4 Appointment of an Executive Director. The Board may hire an Executive Director and shall establish the compensation, duties and responsibilities of such position, if created.

4.5 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in: (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any discussion of or action by the Board affecting the project, property, or contract.

## **5. BONDS, NOTES AND OTHER OBLIGATIONS**

5.1 Not Obligations of Parties. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities, or obligations of Ouray, Ridgway, or Ouray County or any other governmental entities that may become members of the Authority in the future.

5.2 Authority to Issue Bonds. To carry out the purposes for which the Authority was established, and subject to the provisions of Article X, Section 20 of the Colorado Constitution or such other laws as may be applicable, the Authority is authorized to issue bonds, notes, or other obligations payable solely from the revenues derived or to be derived from the functions, services, or facilities of the Authority or from any other available funds of the Authority. The bonds, notes, or other obligations issued by the Authority shall, as nearly as may be practicable, be substantially the same as those provided by law for any of the contracting parties to this IGA; provided, however, that bonds, notes or other obligations so issued shall not constitute an indebtedness of Ouray, Ridgway, or Ouray County within the meaning of any constitution, home rule charter or statutory limitation or any other provision. Each bond, note or other obligation issued

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under this subsection shall recite in substance that the bond, note or other obligation, including the interest on it, is payable solely from the revenues or other available funds of the Authority pledged for its payment, and that the bond, note or other obligation does not constitute a debt of Ouray, Ridgway, or Ouray County within the meaning of any constitution, home rule charter, statutory limitations or provisions. Notwithstanding anything in this Section 5 to the contrary, such bonds, notes, and other obligations may be issued to mature at such times not beyond forty (40) years from their respective issue dates, shall bear interest at such rates and shall be sold at such prices, at, above, or below their principal amount, as shall be determined by the Board.

5.3 Indenture. The resolution, trust indenture, or other security agreement under which any bonds, notes or other obligations are issued shall constitute a contract with the holders thereof, and it may contain such provisions as shall be determined by the Board to be appropriate and necessary in connection with their issuance and to provide security for their payment, including, without limitation, any mortgage or other security interest in any revenues, funds, rights or properties of the Authority. The bonds, notes and other obligations of the Authority and the income there from shall be exempt from taxation (except inheritance, estate, and transfer taxes) pursuant to Section 29-1-204.5 (7.3), C.R.S.

## **6. REVENUES**

Subject to the limitations herein contained, the Parties may make payments to the Authority from their funds for services rendered or facilities provided by the Authority, or as contributions to defray the cost of any purposes set forth herein. The Authority may accept such donations of money, goods or services as may be offered to and approved by the Board of Directors.

## **7. BUDGET.**

The Authority shall annually prepare, or have prepared, a budget pursuant to the terms and provisions of the Local Government Budget Law of Colorado. In expending the budget, the Board (or Executive Director, as the case may be) shall, insofar as practical, devote the time and moneys among the Ouray, Ridgway and Ouray County functions as shown on said budget. The Authority shall be required to annually submit a draft budget for recommendations (as well as any substantial amendments thereto) from the City Council of the City of Ouray, Town Council of the Town of Ridgway, and the Board of County Commissioners of Ouray County.

## **8. ACCOUNTING.**

With respect to accounting, reporting, auditing and operational procedures, the Authority shall follow the provisions and guidelines of the Colorado Local Government Uniform Accounting Law and the Colorado Local Government Audit law.

*Handwritten:*  
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11-7-16

## **9. LEGAL ASSISTANCE.**

Legal assistance shall be provided for Ouray programs, Ridgway programs and Ouray County programs by the City Attorney of Ouray, the Town Attorney of Ridgway, and the Ouray County Attorney, respectively. In addition, the Authority may retain counsel for the provision of necessary legal services for the operation of the Authority.

## **10. INSURANCE.**

To the extent that the Authority is not otherwise covered by the insurance coverage of the Parties, the Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at a minimum provide the amount of coverage described in Section 24-10-115(1), C.R.S., including errors and omissions coverage. The Authority may purchase such additional insurance as the Board shall determine. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to Section 24-10-110, C.R.S.

## **11. MODIFICATION OF THIS IGA.**

This Intergovernmental Agreement may be modified by written amendment approved by the governing bodies of all the contracting parties, acting separately.

## **12. TERM AND TERMINATION**

12.1 Term. The term of this IGA shall be from the date first written above through December 31, 20\_\_, and shall continue until terminated by the Parties as provided herein, subject to the provisions of C.R.S. 29-1-204.5(d) Subject to the provisions of Section 12.3 of this IGA, any of the contracting Parties may withdraw from this IGA and membership on the Board of Directors, for any reason, upon thirty (30) days written notice.

12.2 Termination. The withdrawal of any two (2) contracting Parties shall terminate this IGA. Subject to the limitations in Section 12.3, this Agreement may be terminated at any time by written agreement of all of the contracting Parties.

12.3 Limitations. This Agreement may not be terminated or rescinded: (a) as long as the Authority has bonds, notes, or other obligations outstanding unless provisions for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations; and (b) until the completion of the disposition of assets of the Authority as provided for in Section 13.

## **13. DISPOSITION OF AUTHORITY ASSETS UPON TERMINATION.**

In the event of termination of this IGA, which termination may only occur in accordance with the requirements and limitations of Paragraph 12 above, and the resulting dissolution of the Authority, the assets of the Authority shall be distributed as

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11-7-16



follows:

(a) All assets which can be identified which were acquired by contributions from Ouray, Ridgway or Ouray County shall be returned to the contributing Party if said assets are still in existence.

(b) If identifiable assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of each asset at the time of disposal by the Authority in either cash or assets of the Authority.

(c) The Parties may agree in writing to dispose of any assets of the Authority in any other manner acceptable to the Parties.

(d) If the Parties cannot agree on the disposition of any assets of the Authority within sixty (60) days, said assets shall be subject to an independent appraisal and shall be sold at public auction with the deed restriction (if any) intact as soon as practicable with the proceeds allocated to Ouray, Ridgway and Ouray County in the same proportion as the total contribution of funds by the respective Parties for acquisition of the asset.

(e) In the event that a municipality or county shall have been a member of the Authority and contributed assets or funds during that membership but is not a member at the time of termination of the Authority, such municipality or county shall enjoy the same rights to distribution of assets afforded by this Section 13 to those governments participating at the time of termination.

#### **14. ADDITIONAL PARTIES.**

The Authority may be increased to include one or more additional municipalities and/or counties, if each additional municipality and/or county and Ouray, Ridgway and Ouray County agree to an amendment of this IGA authorizing the addition of the municipalities and/or counties and making required amendments to this IGA to provide for their inclusion, including, if agreed to, representation on the Board of Directors.

#### **15. NOTICES.**

Any formal notices, demand or request given under this IGA shall be in writing and shall be deemed properly given if deposited in the United States Mail, postage prepaid, and addressed as described below:

To the City of Ouray:

City Administrator  
City of Ouray  
Post Office Box 468  
Ouray, CO 81427

To the Town of Ridgway:

Town Manager  
Town of Ridgway  
Post Office Box 10  
Ridgway, CO 81432

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11-7-16

To Ouray County

County Administrator  
Ouray County  
Post Office Box C  
Ouray, CO 81427

**16. INTERPRETATION**

Subject to the express limitations contained herein, this Agreement shall be liberally construed to permit the Authority, the Parties hereto, and the Board to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to the Act, and other applicable law. In the event of any conflict between the Act or any other applicable law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

**17. GOVERNING LAW.**

The laws of the State of Colorado shall govern the construction and enforcement of this Agreement.

**18. SEVERABILITY.**

If any term or provisions of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete there from the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

PJL  
11-7-16

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement on the day and year above first noted.

THE CITY OF OURAY, COLORADO  
A Colorado Municipal Corporation

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

THE TOWN OF RIDGWAY, COLORADO  
A Colorado Home Rule Municipality

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Town Attorney

THE BOARD OF COUNTY COMMISSIONERS  
OF OURAY COUNTY, COLORADO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

APL  
11-7-16

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OURAY COUNTY and TOWN OF RIDGWAY**

**RE: 2020 Operational Funding Requests,  
Road and Bridge Apportionment from County to Town, and  
Future Goals**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Ridgway, State of Colorado; hereinafter referred to as "Town" and the County of Ouray, State of Colorado, hereinafter referred to as "County".

**WHEREAS**, the Town and the County agree that it is in the best interest of the constituency to work together on various efforts; and

**WHEREAS**, the Town and the County are authorized by C.R.S. 29-1-203 to enter into agreements to provide or share and cooperate on functions, services and facilities; and

**WHEREAS**, the Town and the County recognize that the tasks and objectives of this Memorandum of Understanding are aspirational in nature rather than binding contractual commitments; and

**WHEREAS**, the collaborative efforts listed here may not all be accomplished in 2020 and may be multi-year efforts for the Town and the County.

**NOW THEREFORE**, the Town and County agree to share and cooperate on the following matters, in consideration of the mutual budget request listed below:

**1. OPERATIONAL FUNDING REQUESTS:**

**The Town is requesting funding from the County for the following:**

Ridgway Mosquito Control: \$8,000.00 (cash payment)

The Town will provide the County a written report indicating the locations treated, dates, etc.

**The County is requesting funding from the Town for the following:**

Wireless Emergency Notification System (WENS)/Emergency Management Services and Emergency Public Telecommunications (Repeater/Antenna Mgt. and Repair): \$6,000 (cash payment)

**2. ROAD AND BRIDGE APPORTIONMENT TO TOWN FROM COUNTY:**

Road and Bridge Apportionment Payment: \$26,382.18

**3. FUTURE GOALS:**

**Both parties agree to work together in good faith towards the following:**

**The Town desires:**

- The ability to continue purchasing aggregate material from the County in future years. Aggregate cost may be deducted from the Road and Bridge Apportionment or billed by the County to the Town.
- To work collaboratively with the County to pursue and implement the shared goals and action items identified in the Town's 2019 Master Plan.

**The County desires:**

- Support from the Town for Ouray County's Conceptual Plan and improvements to Ouray County's 37-acre property located adjacent to the Town of Ridgway. Such improvements include: water line upgrades to the existing water service line to improve water quality and water flow, the ability to connect to the Town's sewer system in the future for future facility improvements and construction of a satellite County facility.

#### **2020 Collaborative Efforts:**

- Support each entity's grant efforts
- Have Town/County meetings as needed
- Collaborate on regional sustainability
- Affordable Housing: Work together on affordable housing, including the Town's efforts on the Space to Create Program and collaborating on other affordable, workforce housing efforts, including but not limited to establishing goals, partnerships, funding, communications, and incorporating workforce housing into future public buildings and facilities
- Affordable Housing: Collaborate with other jurisdictions in the region to inform state leadership (legislators and governor) of the significantly limited resources in the region and the need to develop state-level legislative solutions, such as removing existing restrictions on the use of real estate transfer tax (RETT) and/or removing rent control restrictions in state statute and funding a state trust fund
- Affordable Housing: work collaboratively to identify opportunities for affordable housing with the influx of state funding commencing in 2020
- Work together on strategies and planning regarding water resources for all county stakeholders
- Work together on regional broadband efforts
- Support increased utilization of WENS and CodeRED
- Work collaboratively with Multi-agency Coordination group on emergency management
- Develop and maintain a local emergency response and management plan, as well as a plan for the continuation of government operations during and following an emergency event.
- Collaborate on Dispatch Services for the benefit of the entire County
- Collaboration on Victim's Assistance Grant and Victim Advocates for Ouray County
- Participate with County to finalize the update the Multi-jurisdictional Hazard Mitigation Plan in 2020 as an in-kind contribution to the State PDM 17 Grant
- Work together on Regional Transportation and Transit including Park-n-Ride(s) improvements and collaboration on planning, funding and development of the Uncompahgre RiverWay Trail from Ouray to Montrose
- Sharing Short Term Rental Information
- Cooperate on weed and pest management
- Explore opportunities for mental health support and outreach
- Collaborate on a design for South Amelia Street
- Maintain IGA with the County to continue to protect surrounding rural lands
- Work together to update the 2002 Town/County Land Use IGA in follow-up to the Town's Master Plan process in 2018-2020, including any updates to the Town's Urban Growth Boundary/ Urban Growth Management Area, Area of Influence Boundary and 3-Mile Boundary
- Work together to regulate uses or activities allowed within or adjacent to the Town's Source Water Protection Area to reduce the risk of pollution or other contaminants entering the Town's water supply and ensure the Town has access as needed, and including establishing development setbacks to the Ridgway Ditch
- Collaborate on outreach and communications with property owners who have properties encumbered by the Ridgway Ditch and that are located within the Town's Source Water Protection Area.

#### **Future Collaborative Efforts:**

- Work together on child care needs within Ouray County
- Work together on county-wide economic development



- Work with FEMA to maintain up-to-date maps of the 100-year floodplain and floodway along all waterways flowing through Ridgway
- Multi-modal access through Ridgway USA to County Property
- Work together on improving, hard-surfacing and financing Amelia Street from the north town boundary to the south/west town boundary at County Road 5
- Consider collaboration on a Mosquito Control District
- Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas
- Work with Land Trust organizations and other partners to identify opportunities for land preservation

**4. TERM:**

This Memorandum of Understanding provides for agreement to cooperate and collaborate, as provided herein, for calendar year 2020. The parties agree to review this Memorandum of Understanding in September of 2020 for revision and reconsideration for the 2021 budget year. Both the Town and the County understand and agree that budget requests may or may not be funded and are subject to availability of funds, which availability may be altered by unanticipated events at any time. The Town and the County each agree to work cooperatively on the items specified in good faith, but failure to successfully complete any project will not be grounds for litigation.

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF RIDGWAY  
RIDGWAY, COLORADO**

**BOARD OF COUNTY COMMISSIONERS  
OURAY COUNTY, COLORADO**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Chair**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Pam Kraft, Town Clerk**

\_\_\_\_\_  
**County Clerk and Recorder  
By: Deputy Clerk of the Board**

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

THIS AGREEMENT is entered into effective \_\_\_\_ day of \_\_\_\_\_, 2019, 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 similar Intergovernmental Agreements in 2018 and 2019 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 by the Town of Ridgway partially through a grant provided by the State of Colorado for such services. The Parties recognize and understand that for the Fiscal Year 2020 the State of Colorado awarded \$21,000 for program services in Ouray County, and the cost of the program is estimated at \$39,774, creating a funding gap of \$18,774.
  - b. The Parties agree to work together to budget the gap funding at \$6,258 from each Party and/or identify supplemental sources in order to fund the \$18,774 gap for Victim Advocate services in 2020, 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 53% of the cost of the Victim Advocate(s) in 2020. 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 2020 for all Parties. Victim Advocate(s) shall provide 24/7 on-call coverage during the 2020 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, 2020 and ending December 31, 2020.
  - 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:

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Hannah Hollenbeck, Deputy Clerk



**Amendment One:**

**PROFESSIONAL SERVICES AGREEMENT: Ridgway Space to Create Predevelopment**

**WHEREAS**, the Town of Ridgway and Artspace entered into a Professional Services Agreement on December 13, 2017; and

**WHEREAS**, the Professional Services Agreement is dated December 28, 2017; and

**WHEREAS**, the Town and Artspace have been working diligently toward the completion of the terms of the agreement; and

**WHEREAS**, the Town and Artspace applied to the Colorado Housing Finance Authority (CHFA) in June 2019 for the primary funding for the project construction; and

**WHEREAS**, CHFA did not award the tax credits needed for the project realization; and

**WHEREAS**, the Town and Artspace plan to resubmit an application to CHFA for the tax credits in the February 2020 round; and

**WHEREAS**, securing funding for the project is appropriate and necessary before the completion of the predevelopment scope of work identified in the December 13, 2017 Agreement; and

**WHEREAS**, the Town and Artspace desire to extend the completion date of the Professional Services Agreement for the Ridgway Space to Create Predevelopment project to December 31, 2020.

**NOW THEREFORE**, the Town of Ridgway and Artspace agree to amend the Professional Services Agreement for the Ridgway Space to Create Predevelopment project, Subsection 2: Time of Completion from a completion date of December 31, 2019 to December 31, 2020.

This Amendment 1 is dated \_\_\_\_\_, 2019.

**TOWN OF RIDGWAY**

**CONTRACTOR: *Artspace***

By \_\_\_\_\_  
*John Clark, Mayor*

By \_\_\_\_\_  
Wendy Holmes, Senior Vice President,  
Consulting and Strategic Partnerships

**ATTEST:**

\_\_\_\_\_  
Pam Kraft, Town Clerk



**Resolution No. 19-14**

**Resolution 19-14 of the Town Council of Ridgway, Colorado, Amending the Town of Ridgway Personnel Regulations to clarify benefits for scheduled hours, incorporate retirement benefits for part time employees, and the addition of an Employee Wellness Program.**

**WHEREAS**, the Town Council desires to clarify benefits for scheduled hours per week for part time employees; and

**WHEREAS**, the Town Council wishes to acknowledge regularly scheduled part time employees working 20 hours or more per week, for a continuous period of time normally expected to be longer than one year, by amending the Personnel Regulations to address benefits for eligible part-time employees; and

**WHEREAS**, the Council wishes to include within the Personnel Regulations the Town's Wellness Program, as may be funded from time to time.

**NOW, THEREFORE, BE IT RESOLVED** the Town Council of the Town of Ridgway, Colorado does hereby amend Sections 2.2 (C) Holidays; 2.5 (B) Sick Leave and 5.3 (C) Retirement Program and adds Section 5.6 Wellness Program, to the Town of Ridgway Personnel Regulations, as attached hereto.

**PASSED AND APPROVED** this 13<sup>th</sup> day of November, 2019.

---

John Clark, Mayor

ATTEST:

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Pam Kraft, MMC  
Town Clerk

Town of Ridgway  
Personnel Regulations

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Sections Amended by Resolution 19-14

**2-2: Holidays:**

- C. Full time employees shall be compensated with eight hours of pay for holidays. Part time employees shall be compensated at a rate proportionate to the number of scheduled hours on a weekly basis (determined by dividing average hours per week by forty hours).

**2-5: Sick Leave:**

- B. Part time employees shall be credited with sick leave time at a rate proportionate to number of scheduled hours on a weekly basis.

**5-3: Retirement Program:**

- C. Part time employees regularly scheduled to work twenty hours or more per week, for a continuous period of time, normally expected to be longer than one year.

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Section Added by Resolution 19-14

**5.6: Wellness Program:**

The Town Council may fund a Wellness Program. Such program will be subject to annual appropriation of funds and may increase, decrease or be removed for any given budget year.

Full time employees and part time employees scheduled for 20 hours or more on a weekly basis and who are employed with the Town effective January 1 of any year are eligible for the Wellness Program.

## RIDGWAY PLANNING COMMISSION

### AGENDA

Tuesday, October 29<sup>th</sup>, 2019  
Regular Meeting; 5:30 pm  
Ridgway Community Center  
201 North Railroad Street, Ridgway, Colorado

**ROLL CALL:** Chairperson: Doug Canright, Commissioners: Tessa Cheek, John Clark, Thomas Emilson, Larry Falk, Bill Liske, and Jennifer Nelson

#### OTHER BUSINESS:

1. Review and discussion of adoption of the 2018 International Building Codes and recommendation to Town Council **Recommended this be forwarded to Town Council for adoption with the edits as discussed during the meeting**
2. Informal Discussion – Triangle Subdivision Lot 1, Sundra Hines **Well received by the Commission, concerns for connectivity and emergency access, requested 4 deed-restricted units and consideration to limit short term rentals**
3. Municipal Code Updates for Housing, project update **Have a signed agreement and staff is kicking off the project, will bring this back to the PC soon**
4. Ouray County Multi-Hazard Mitigation Plan, 2019 update **Currently compiling actions for mitigation, taking these actions from existing plans and CIP. Planning to bring to the Town Council for adoption at December meeting**

#### APPROVAL OF MINUTES:

5. Minutes from the meeting of July 30<sup>th</sup>, 2019 **Adopted**
6. Minutes from the meeting of August 27<sup>th</sup>, 2019 **Adopted**
7. Minutes from the meeting of September 24<sup>th</sup>, 2019 **Defer to next meeting**

#### ADJOURN