

Ridgway Town Council
Regular Meeting Agenda
Wednesday, December 11, 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)(e) determining position relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding signage and town infrastructure improvements.

6:00 p.m.

ADDITIONS & DELETIONS TO THE AGENDA

INTRODUCTIONS

Recommendation to remove Chris Bolane from probationary status and place as a permanent part time contract employee effective November 28, 2010 - Town Manager.

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 Special Meeting of November 8, 2019.
2. Minutes of the Regular Meeting of November 13, 2019.
3. Minutes of the Special Meeting of November 18, 2019.
4. Minutes of the Special Meeting of November 20, 2019.
5. Minutes of the Budget Workshop Meeting of November 20, 2019.
6. Register of Demands for December 2019.

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.

7. Update on process of application for international dark sky designation - Val Szwarc, Dark Sky Committee.

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

8. Adoption 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.
9. Adoption of the 2020 Fiscal Year Budget and setting of Property Tax Levies for 2020 through approval of resolutions - Town Clerk and Town Manager.

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

10. 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.
11. 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.
12. Modification of Hotel/Restaurant Optional Premises Liquor License for Chipeta Sun Lodge - Town Clerk.
13. Discussion regarding the Ridgway Fire Protection District siren - Mayor Pro Tem Johnson.
14. Release of subdivision improvements agreements for Trail Town Subdivision - Town Planner
15. Resolution adopting a body worn camera policy for the Marshals Department - Town Marshal.
16. Update to Town of Ridgway Personnel Regulations relative to changing response time for police officers to 25 minutes and the Town Marshal at 15 minutes - Town Marshal.
17. Adoption of Hazard Mitigation Plan - Town Planner.
18. Adoption of the Five and Ten Year Capital Improvement Plan - Town Manager.
19. Adoption of the 2020 Strategic Plan - Town Manager.
20. Lease agreement with Region 10 for Ridgway Carrier Neutral Location - Town Manager.
21. Contracted Services Agreement with Consolidated Consulting Services Inc. - Town Manager.
20. Appointment of Shay Coburn as Interim Town Manager - Mayor Clark.

MANAGERS UPDATE

General Town Hall updates
Space to Create update

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, January 1, 2020 at 4:00 p.m.,
Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF SPECIAL MEETING
NOVEMBER 8, 2019

The Town Council convened for a special meeting at 7:15 a.m. in Ridgway Town Hall at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, Cheek, Hunter, Lakin, Meyer and Mayor Clark. Mayor Pro Tem Johnson was absent.

Notice and Call of Special Meeting dated October 10, 2019.

Notes which outline the interview process from Mark Garcia, hiring consultant with Gov-Plus, LLC, are on file in the Town Clerks office.

The Council met with hiring consultant Mark Gonzales to prepare questions, and then interview candidates for Town Manager.

Simultaneously, a citizen panel comprised of members previously chosen by the Council, met in the Community Center to meet and ask questions of the candidates. This group meet from 9:00 a.m. to 6:05 p.m. and was comprised of Susan Lacy, Ridgway School Superintendent; Ouray County Commissioner Don Batchelder; Shirley Diaz, Ouray County Housing Advisory Commission; Justin Perry, Ouray City Manager; Ouray County Administrator Connie Hunt; Pam Kraft, Ridgway Town Clerk/Treasurer; Colin Lacy, former president of Ridgway Chamber of Commerce; Darin Hill, business owner; Bank President, Doug Price; Sue Husch, Ridgway Chautauqua Society and Second Chance; Shane Schmaltz, Town Marshal; Ashley King Grambly, Weehawken Creative Arts; Roze Evans, Ridgway Ouray Community Council; Shay Coburn, Town Planner; Chase Jones, Ridgway Public Works Department. Bill Bell, Montrose City Manager and Patrick Rondinelli, former Ouray City Manager and current area representative with the Colorado Department of Local Affairs oversaw the group.

The Council and citizen panel interviewed the following candidates: Dan Chandler, Robert Joseph, Preston Neill and Brenda Ritenour.

At 5:10 p.m. the Council meet with the citizen panel to discuss the applicants.

The Council met with the hiring consultant and Town Clerk at 6:15 p.m. The Mayor left the meeting and turned the gavel to Councilor Austin.

There was discussion by the Council. Consensus of the Council was to direct Mr. Gonzales to contact candidate Preston Neill regarding contacting his employment and personal references. The Mayor and Mr. Gonzales were directed to work on background checks of the candidate.

The meeting adjourned at 6:30 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 13 , 2019

CALL TO ORDER

The Mayor called the meeting to order at 5:30 p.m. in the Community Center at 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 suggested the Town Council enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(b) for conference with the Town Attorney for the purpose of receiving legal advice regarding water rights; and Colorado Revised Statutes 24-6-402 (4)(e) to determine a position relative to matters that may be subject to negotiations, develop a strategy for negotiations and instructing negotiators regarding broadband infrastructure; and Colorado Revised Statutes 24-6-402(4)(f) pertaining to personnel matters relative to the Town Manager transition.

ACTION:

It was moved by Councilor Meyer, seconded by Mayor Pro Tem Johnson 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 6:05 p.m.

The regular meeting began at 6:10 p.m.

INTRODUCTIONS AND PRESENTATIONS

Town Manager Coates recommended changing employment status of Steven Schroeder from part time contract to full time permanent. She noted Mr. Schroeder has been employed as a seasonal employee in parks, water, sewer and snow removal for five years; permanent status would be effective November 1st.

ACTION:

Councilor Hunter moved to change Steven Schroeder from contact employment to full time permanent employment. Councilmember Lakin seconded the motion and it carried unanimously.

CONSENT AGENDA

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.

ACTION:

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

PUBLIC COMMENTS

Sue Williams questioned the Marshals Department reporting of crime data to the Colorado Bureau of Investigation and stated she has discovered “all three agencies” in the county did not report uniform crime data “for 2016, 2017 and 2018”. She asked the Council to “check into why” the reporting is not being submitted.

PUBLIC REQUESTS AND PRESENTATIONS

11. Annual presentation of winning plein aire painting to the Town for display in the ongoing collection

Suzy Ulrich on behalf of Public Art Ridgway Colorado (PARC) presented the Town with the 2019 winning painting from the annual plein aire event. She explained the winner of the \$500 prize was local artist Henrik Haaland. She noted the painting, which will be installed at Town Hall with the other six pieces from previous years, “reflects plein aire the way we PARC members experience it”.

12. Update from the Ridgway Community Garden

Kurt Jacobsen representing the steering committee for the Ridgway Community Garden thanked the Town for “the support to build the new garden” in Green Street Park. He reported project cost was \$43,000 and included a \$10,000 in-kind donation from the Town for water tap connection, “tractor work” and installation of the parking lot. Over fifty students participated “over the course of the season”, he noted. A slide presentation created by Agnieszka Przeslowska depicted the building of the garden. Mr. Jacobsen explained goals for 2020 include creating a childrens play area, building elevated growing beds and obtaining a standard material to protect beds.

13. Request for relief on water bill for Ridgway Lodge

Adam Dubroff explained the purchase of Ridgway Lodge occurred in July 2018, in August of this year “after higher occupancy” it was noted “the water usage was up by forty percent”. All systems within the hotel were examined until a leak was detected “at the valve at the connector”. He stated the water bill was “dramatically higher than before”, and requested a water leak adjustment for the charges and a reduction in the sewer charge.

Mayor Clark explained there is a provision in the municipal code which offers a water leak adjustment but it can not be granted at less than the cost to produce the water, and the amount billed was already set at the rate. The Mayor noted the Council could issue a reduction in the sewer charge, since the water went into the ground and not in the wastewater system.

Based on a question from the Council Mr. Dubroff explained water usage in August was 600,000 gallons, the previous year in the same month the usage was \$174,000 gallons. He further noted the “connector was attached to the meter”, “it was never determined if there was a crack”, and it “was on our side” of the meter.

There was discussion by the Council. It was agreed a water leak adjustment can not be issued. There was consensus to allow a payment plan, and make an adjustment for a reduction in the sewer charge.

ACTION:

Councilor Meyer moved to agree to an interest free pay back schedule with modification to the sewer charges due to the leak. Councilor Hunter seconded the motion which carried unanimously.

Mr. Dubroff asked if the Town would allow him to “explore other options” to provide water to the lodge, including installing a “cistern” or receiving service from Tri-County Water Association.

There was discussion by the Council. It was agreed the request would not be considered as it is based on not receiving services to avoid the new commercial water rates.

POLICY MATTERS

14. Request for extension of preliminary plat submittal for Vista Park Commons

Staff Report from Planner Shay Coburn dated 11-6-19 presenting a request to extend the submittal process for Vista Park Commons preliminary plat. Letter dated 11-6-19 from Joe Nelson requesting a sixty day extension to complete conditions of the preliminary plat approval.

Planner Coburn explained staff is recommending approval to extend the time frame for completion of outstanding items on preliminary plat submittal for Vista Park Commons, noting “we are getting really close”. She explained the 23 residential units are a “complex development” on a “complicated site” relative to storm drainage. She noted staff and developers have been working together for several months, and staff is recommending extending deadline for submittal by sixty days, to January 11, 2020.

Joe Nelson addressed the Council and explained the process is “ninety percent” completed, in part due to an “unanticipated illness” of the projects designer.

ACTION:

Mayor Pro Tem Johnson moved, with Councilmember Hunter seconding to approve a sixty day extension for Vista Park Commons Subdivision preliminary plat. On a call for the vote the motion carried unanimously.

15. Introduction of an ordinance updating building regulations and adopting the 2018 International Code

Building Inspector, Mike Gill reported staff has performed a study to update the building code with assistance from Colorado Code Consultants and formation of a task force comprised of local builders, design professionals and engineers. He explained every three years the International Building Codes are update. It is recommended not to “lapse past six years” and the Town is using the 2006 edition. A draft ordinance updating to the 2018 uniform building codes was presented to the Planning Commission on October 29th. Recommendation of the Commission was to present the document to the Council for adoption, he reported.

Dan Reardon with Colorado Code Consulting, addressed the Council. He explained the company has been “helping all jurisdictions in the Western Slope region” and “they are all adopting the 2018 International Code”.

There were questions from the audience which were answered by the Council. There were questions from the Council to Mr. Reardon.

ACTION:

Councilor Lakin moved to introduce 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. Councilmember Meyer seconded the motion which carried unanimously.

16. Resolution adopting a sexual assault investigation policy for the Marshals Department

Town Marshal Shane Schumltz presented a proposed sexual assault investigation policy to be incorporated into the Police Procedures Manual. He noted sexual assault investigations are “unique in many aspects” and the Town does not have a written policy. He reported a number of community groups have meet with staff and expressed concerns for victim assistance. Staff has researched policies and community practices from other agencies, and prepared a policy for the Marshals Department. He recommended formal adoption of the policy and guidelines for officers.

There was discussion between the Council and Marshal.

SPEAKING FROM THE AUDIENCE:

Sue Williams questioned “why there was no sexual assault policy all these years”.

Jim Corsen stated he is a member of the local organization ‘Men Ending Rape Culture’ and thanked the Marshal for his work on preparing the policy.

ACTION:

Moved by Councilmember Lakin to approve Resolution 19-13 Adopting the Ridgway Sex Assault Investigations Policy, including correction of a few typos and small changes. Councilor Austin seconded the motion which carried unanimously.

17. Presentation regarding the Green Main Street pilot program

Community Initiatives Facilitator, Diedra Silbert, presented a proposed program which would be administered through the Colorado Main Street Program. The initiative would support community outreach within Main Street Districts to offer participation in energy analysis of main street properties. The project would encompass use of Main Street Energy Retrofit funding to assist in “creating environmentally sustainable main streets”. The goal, she noted, is to “get one community to be completely using sustainable energy” with “green energy retrofits” by 2040. She explained the pilot program may begin in 2020, and offer tax credits to encourage energy retrofits for private property owners.

There was discussion by the Council and it was agreed the concept is “worth exploring” and the program should be monitored to see what develops.

18. Intergovernmental Agreement between the City of Ouray, Town and Ouray County establishing a Multi-jurisdictional Housing Advisory Committee

The Town Manager reported in 2009 the Town, City and County entered into an Intergovernmental Agreement (IGA) to develop a multi-jurisdiction housing authority. The IGA expires the end of 2019, and the Multi-jurisdictional Housing Advisory Committee is requesting extending the agreement for two years and include a section to designate the county webmaster to update the OCHAC webpage. She explained the committee is comprised of a representative from each jurisdiction and two members at large appointed by the Councils and Board of County Commissioners. She questioned the purpose and role of the committee and if the IGA should be extended based on the Towns direction. She recommended if extended, there should be a “clear direction to the Committee”, and suggested the Town Planner be involved to ensure items are “complimentary” to “the direction the Town is taking”.

There was discussion between the Council and staff.

Planner Coburn noted the Strategic Plan and Master Plan address affordable housing within Town boundaries.

There was discussion by the Council. Consensus of the Council was to direct the Town Manager to speak with the administrators of both agencies and suggest the planners meet regularly to discuss housing issues, and prepare solutions collectively, which can be presented to the legislative bodies.

19. Discussion regarding Memorandum of Understanding with Ouray County for 2020 funding requests, road and bridge apportionment and future goals

The Town Manager presented a draft Memorandum of Understanding (MOU) with Ouray County addressing 2020 funding requests and future goals. She explained she has requested the document include within the joint action items, the Town strategy elements of the newly adopted master plan. The County Administrator is presenting the requested change to the Board and will follow up with the Town at the next regular Council meeting.

There was discussion by the Council and there was agreement to include the suggested items in the MOU.

20. Intergovernmental agreement between the Town, City and County for shared victim advocate services

Manager Coates presented an Intergovernmental Agreement (IGA) with the City and County for the third year of the joint victim advocate program. The Town “takes the lead” on the program providing grant oversight, payroll services and office space, equipment and supplies she noted. The project is partially funded by the VALE Board, this years funding gap of \$18,874 which will be shared by the three agencies.

ACTION:

Moved by Councilor Lakin, seconded by Councilor Cheek and unanimously carried to approve the IGA for shared victim advocate services.

21. Amendment to agreement with Artspace for predevelopment phase of the Space to Create project

The Town Manager reported the professional services agreement with ArtSpace for the Space to Create Project expires the end of this year. She recommended extending the contract for another year, noting the extension is necessary to allow for the next phase of tax credit funding, which is in February. She presented an amendment to the Professional Services Agreement for Predevelopment of the Space to Create Project.

ACTION:

Councilor Meyer moved to approve Amendment One to Professional Services Agreement with Artspace for the Ridgway Space to Create Predevelopment. Councilor Lakin seconded and on a call for the vote the motion carried unanimously.

22. Grant application submittal to the Department of Local Affairs for Energy Impact Funding for water and sewer main replacements in North Lena Street

The Town Manager explained staff is requesting approval to apply for grant funds from the Department of Local Affairs (DOLA) for the water and sewer line replacements for North Lena Street. Estimates from the contractor are \$95,000 for water line replacement, \$160,000 for sewer line replacement, \$10,000 for design. The grant request would be for \$132,500 of the \$265,000 project.

ACTION:

Mayor Pro Tem Johnson moved to approve the grant application to DOLA for water and sewer main replacements for North Lena Street, Councilmember Cheek seconded, and the motion carried unanimously.

23. Amendment to the contract with Colorado Retirement Association providing retirement benefits for part-time employees

The Town Clerk reported during recent budget discussions the Council agreed to offer retirement benefits to part time employees that are regularly scheduled for twenty hours or more per week, for a continuous period of time normally expected to be longer than one year. She explained this would require an amendment to the agreement with CCOERA the Colorado Retirement Association.

ACTION:

Moved by Mayor Pro Tem Johnson, seconded by Councilor Cheek to allow staff to negotiate an amendment to the contract with the Colorado Retirement Association. The motion carried on a unanimous vote.

24. Resolution amending personnel regulations pertaining to benefits for part-time employees and adding an employee wellness program

The Town Clerk presented a resolution amending the Personnel Regulations adding benefits for regularly scheduled part time employees working twenty hours or more per week, for a period expected to be longer than one year, and also adding an employee wellness program for permanent employees.

ACTION:

Mayor Pro Tem Johnson moved to adopt 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. Councilor Meyer seconded the motion which carried unanimously.

25. Approval of contract with new Town Manager

The Mayor announced the Council is in negotiations for an employment contract with Preston Neill to serve as Town Manager. He asked Council to ratify approval of the Mayor and hiring consultant to act as Town representatives to discuss and develop the terms of the contract, based on discussion held by the Council in closed session prior to the meeting.

ACTION:

Moved by Councilor Austin to approve the Mayor and consultant to negotiate the contract with Preston Neill as Town Manager. Mayor Pro Tem Johnson seconded and the motion carried unanimously.

TOWN MANAGERS REPORT

Manager Coates reported on the Lake Ottonawanda water study; recent water plant repairs and maintenance problems; the regional transportation meeting and priorities for the local area; stormwater plan will be presented for adoption in December; pavilion project design concepts and location will be presented at a public meeting; staff will be walking the Ridgway Ditch to ensure there are no encroachments and access is clear.

EXECUTIVE SESSION

The Town Attorney suggested the Council enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(b) for conference with the Town Attorney for the purpose of receiving legal advice regarding water rights; and Colorado Revised Statutes 24-6-402 (4)(e) to determine a position relative to matters that may be subject to negotiations, develop a strategy for negotiations and instructing negotiators regarding broadband infrastructure and the Space to Create project.

ACTION:

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

The Council entered into executive session at 9:05 p.m. with the Town Attorney and Town Manager.

The Council reconvened to open session at 9:50 p.m.

ADJOURNMENT

The meeting adjourned at 9:50 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF SPECIAL MEETING
NOVEMBER 18, 2019

The Town Council convened for a special meeting at 6:00 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, Cheek, Hunter, Lakin, Mayor Pro Tem Johnson and Mayor Clark. Councilmember Meyer was absent.

Notice and Call of Special Meeting dated November 15, 2019.

Mayor Clark announced after completing background checks with current employer, the Council is meeting to formally ratify hiring of the new Town Manager, and to approve the employment contract.

ACTION:

Councilor Hunter moved to appoint Preston Neill as the new Town Manager. Councilmember Cheek seconded the motion which carried unanimously.

The Mayor presented a proposed employment contract with Preston Neill to serve as the Town Manager. He explained start date of the position is January 6, 2020. If the Town Manager resides within the Town limits, a \$500 monthly housing stipend will be paid. There will be a six month probation period and if Council choses to not extend the contract after that period, Mr. Neill will be compensated three months salary. The Mayor reported a formal background investigation from the Colorado Bureau of Investigation has not been received, and suggested the approval be made contingent on receipt of the investigation.

ACTION:

It was moved by Councilor Lakin and seconded by Mayor Pro Tem Johnson to approve the contract with Preston Neill as Town Manager, contingent on a background check. The motion carried unanimously.

Speaking from the audience John Countryman questioned the hiring procedure.

The meeting adjourned at 6:15 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF SPECIAL MEETING
NOVEMBER 20, 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 Cheek, Hunter, Lakin, Meyer, Mayor Pro Tem Johnson and Mayor Clark. Councilmember Austin was absent.

Notice of Special Meeting dated November 15, 2019.

1. Final design for pavilion facility at the Athletic Park

The Council received conceptual design options for the Athletic Park Pavilion prepared by Reynolds, Ash and Associates dated 11-14-19 and presentation meeting minutes dated 11-19-19.

Planner Coburn explained the design consultants for the proposed pavilion, Reynolds, Ash and Associates, held a meeting to present design concepts to the public. Options included three potential site locations and three designs. She presented and reviewed with Council the preferred site and design options. Council reviewed design renderings and discussed material options, and a proposed mural on the east wall of the structure.

The Council suggested upgrades to the existing restroom by installing the same siding and roofing that is used on the new structure.

Manager Coates noted the project donor has offered to purchase a scoreboard, and has suggested names for the area as New Frontier or Frontier Field. Council and staff discussed comments received at the public meeting pertaining to placement of the proposed scoreboard and impacts to neighbors, along with concerns regarding lighting. It was noted some members of community expressed the need for bleachers in the area.

Council directed staff to contact the Ouray Soccer Association and inquiry into what is preferred. It was agreed a scoreboard could be portable, or purchased later, and bleacher would be a good option. Consensus of the Council was if a name is chosen it should be Frontier Pavilion.

The Town Planner presented an update on fundraising efforts. It was noted the donation of \$300,000 is based on a \$100,000 match, \$25,000 of which will be in-kind work performed by Town staff.

ACTION:

It was moved by Councilor Lakin and seconded by Mayor Pro Tem Johnson to direct staff to move forward with site three, providing concerns can be addressed by the Town Planner, and then move forward with construction documents. The motion carried unanimously.

The meeting adjourned at 6:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF BUDGET WORKSHOP
NOVEMBER 20, 2019

The Town Council convened for a budget workshop at 6:10 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Cheek, Hunter, Lakin, Meyer, Mayor Pro Tem Johnson and Mayor Clark. Councilor Austin was absent.

Town Clerk's Notice of Budget Workshop dated October 24, 2019.

1. Legislative update for 2019

Town Attorney Nerlin presented recently enacted state and case laws affecting municipalities.

2. Review of draft 2020 budget

The Council received the draft 2020 Fiscal Year Budget; capital outlay summary for all funds; budget impacts for cost of living and merit considerations; ten year capital outlay and projects with proposed 2020 funding; strategic plan for 2020.

The Town Manager reviewed line items and presented changes to the draft budget since the last budget workshop meeting.

The Council discussed a cost of living increase and merit pool for 2020. It was agreed to issue a 1.30% cost of living increase and create a four percent merit pool for performance evaluations. There was consensus to attempt to keep the ending fund balance equivalent to three and half months of the proposed budget.

Mayor Pro Tem Johnson left the meeting at 7:50 p.m.

The Council reviewed items within the capital improvement plan and agreed upon council initiatives for 2020.

The Town Manager explained at the previous meeting Council was approached with a request to change marshal department on call regulations from a 15 minute response time to 25 minutes. Staff was directed to speak to other agencies regarding assisting in calls after hours. She reported all agencies in the area have agreed to joint agency response for criminal calls. She noted health, safety and welfare calls will be responded to by the EMS. The Marshal has offered to apply the 15 minute response to the position, and is requesting Deputy Marshals be given a 25 minute response time. The Council agreed to the change in response time, and discussed housing allowance.

The Town Manager presented proposed changes to use of the community center on weekends by the public. It was agreed to restrict use to public events and discontinue renting the facility to private parties, and increase the hourly rental to \$25 hour.

The meeting adjourned at 8:50 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
December 2019

Name	Memo	Account	Paid Amount
Rocky Mountain Aggregate & C...		Alpine-Operating Account	
	gravel - Cottonwood Park trail	731POO · Maintenance & Repairs	-894.11
TOTAL			-894.11
City of Delta		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-286.00
TOTAL			-286.00
Montrose Ford-Nissan Inc		Alpine-Operating Account	
	moulding - F350	961SOO · Vehicle & Equip Maint & Repair	-117.48
TOTAL			-117.48
Montrose Water Factory, LLC		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-7.25
		732POO · Supplies & Materials	-7.25
		932SOO · Supplies & Materials	-7.25
		932WOO · Supplies & Materials	-7.25
TOTAL			-29.00
Home Depot Credit Services		Alpine-Operating Account	
	crosswalk flags	632GO2 · Supplies & Materials	-16.94
TOTAL			-16.94
Grand Junction Pipe & Supply ...		Alpine-Operating Account	
	plant pipe repair	931WOO · Maintenance & Repairs	-468.00
	plant pipe repair	931WOO · Maintenance & Repairs	-938.43
	plant pipe repair	931WOO · Maintenance & Repairs	-158.06
TOTAL			-1,564.49
Mr. Lock		Alpine-Operating Account	
	H. Park restroom lock	731POO · Maintenance & Repairs	-47.00
TOTAL			-47.00
Tourism Council of Carbondale		Alpine-Operating Account	
	2020 CO Creative Corridor grant	532GOO · Creative District	-2,500.00
TOTAL			-2,500.00
Uncompahgre Volunteer Legal ...		Alpine-Operating Account	
		5010GO1 · Uncompahgre Volunteer Leg...	-3,000.00
TOTAL			-3,000.00

Town of Ridgway
Register of Demands
December 2019

Name	Memo	Account	Paid Amount
Ouray County Partners Program		Alpine-Operating Account	
		5015GO1 · Ouray County Partners Progr...	-1,000.00
TOTAL			-1,000.00
Center For Mental Health		Alpine-Operating Account	
		5055GO1 · Center for Mental Health	-500.00
TOTAL			-500.00
Second Chance Humane Society		Alpine-Operating Account	
		5060GO1 · Second Chance Humane So...	-6,500.00
TOTAL			-6,500.00
Neighbor to Neighbor Program		Alpine-Operating Account	
		5065GO1 · Neighbor to Neighbor Program	-1,000.00
TOTAL			-1,000.00
COPMOBA		Alpine-Operating Account	
		5105GO1 · CO Mountain Bike Association	-1,000.00
TOTAL			-1,000.00
Ouray County Soccer Assoc.		Alpine-Operating Account	
		5120GO1 · Ouray Co Soccer Association	-2,000.00
TOTAL			-2,000.00
Ouray County Food Pantry		Alpine-Operating Account	
		5136GO1 · Ouray County Food Pantry	-1,000.00
TOTAL			-1,000.00
Alpenglow Publishers LLC		Alpine-Operating Account	
		540GOO · Printing & Publishing	-65.25
TOTAL			-65.25
Colorado Code Consulting, LLC		Alpine-Operating Account	
	building code update	514GOO · Consulting Services	-337.50
TOTAL			-337.50
Galls		Alpine-Operating Account	
	duty belt	832GO3 · Equipment & Supplies	-61.47
	nameplate	832GO3 · Equipment & Supplies	-21.48
TOTAL			-82.95

Town of Ridgway
Register of Demands
December 2019

Name	Memo	Account	Paid Amount
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-9.23
		915SOO · Dues & Memberships	-9.23
TOTAL			-18.46
Quill.com		Alpine-Operating Account	
		541GOO · Office Supplies	-71.98
		941WOO · Office Supplies	-17.99
		941SOO · Office Supplies	-18.00
		841GO3 · Office Supplies	-106.99
		541GOO · Office Supplies	-32.99
		941WOO · Office Supplies	-12.50
		941SOO · Office Supplies	-12.49
TOTAL			-272.94
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-254.82
TOTAL			-254.82
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-56.73
		661GO2 · Vehicle & Equip Maint & Repair	-5.27
		732POO · Supplies & Materials	-59.33
		732PO1 · Supplies - community center	-9.99
		932SOO · Supplies & Materials	-56.73
		932WOO · Supplies & Materials	-165.37
TOTAL			-353.42
Pureline Treatment Systems		Alpine-Operating Account	
	Dec 2019	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
Ouray County Road & Bridge		Alpine-Operating Account	
	Nov 2019	660GO2 · Gas & Oil	-315.80
	Nov 2019	760POO · Gas & Oil	-170.97
	Nov 2019	960WOO · Gas & Oil	-281.30
	Nov 2019	960SOO · Gas & Oil	-387.10
	Nov 2019	860GO3 · Gas & Oil	-592.20
TOTAL			-1,747.37

Town of Ridgway
Register of Demands
December 2019

Name	Memo	Account	Paid Amount
San Miguel Power Assoc, Inc.		Alpine-Operating Account	
	10/19/19-11/19/19	542GOO · Utilities	-74.00
	10/19/19-11/19/19	638GO2 · Street Lighting	-502.48
	10/19/19-11/19/19	642GO2 · Utilities	-187.78
	10/19/19-11/19/19	742POO · Utilities	-252.96
	10/19/19-11/19/19	742PO1 · Utilities - community center	-74.00
	10/19/19-11/19/19	842GO3 · Utilities	-74.00
	10/19/19-11/19/19	942SOO · Utilities	-3,907.14
	10/19/19-11/19/19	942WOO · Utilities	-830.43
TOTAL			-5,902.79
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-125.00
TOTAL			-125.00
Deeply Digital LLC		Alpine-Operating Account	
	install computer - plant	931WOO · Maintenance & Repairs	-1,035.50
		556GOO · IT Services	-225.00
		820GO3 · IT Services	-187.50
TOTAL			-1,448.00
United States Postal Service		Alpine-Operating Account	
	Nov 2019 billing	951WOO · Postage - water	-91.46
	Nov 2019 billing	951SOO · Postage - sewer	-91.45
TOTAL			-182.91
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-20.00
TOTAL			-20.00
LiftOff, LLC		Alpine-Operating Account	
	office 365 - Dec 2019	930WOO · Computer	-12.00
TOTAL			-12.00
Xerox Corporation		Alpine-Operating Account	
	Oct 2019	948SOO · Office Equipment - Leases	-28.00
	Oct 2019	948WOO · Office Equipment - Leases	-28.00
	Oct 2019	548GOO · Office Equipment - Leases	-206.63
TOTAL			-262.63
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-3.59
TOTAL			-3.59

Town of Ridgway
Register of Demands
December 2019

Name	Memo	Account	Paid Amount
Clear Networx, LLC		Alpine-Operating Account	
	Dec 2019	543GOO · Telephone	-56.00
	Dec 2019	643GO2 · Telephone	-56.00
	Dec 2019	843GO3 · Telephone	-61.00
	Dec 2019	943WOO · Telephone	-56.00
	Dec 2019	943SOO · Telephone	-56.00
	Dec 2019	556GOO · IT Services	-150.00
	Dec 2019	615GO2 · IT Services	-15.00
	Dec 2019	729POO · IT	-15.00
	Dec 2019	820GO3 · IT Services	-66.00
	Dec 2019	917WOO · IT Services	-27.00
	Dec 2019	917SOO · IT Services	-27.00
	Dec 2019	917WOO · IT Services	-50.00
	Dec 2019	917SOO · IT Services	-25.00
	Dec 2019	615GO2 · IT Services	-25.00
	Dec 2019	843GO3 · Telephone	-55.00
TOTAL			-740.00
Consolidated Consulting Servi...		Alpine-Operating Account	
	engin - Preserve (to be reimb)	519GOO · Contractual Services	-1,645.00
	engin - Ridgway Cohousing (to be reimb)	519GOO · Contractual Services	-3,605.00
	engin - Vista Park (to be reimb)	519GOO · Contractual Services	-2,590.00
	engin - SWPlan	614GO2 · Consulting/ContractualServices	-1,290.00
	engin - Cora 6plex (to be reimb)	519GOO · Contractual Services	-70.00
	engin - Riversage (to be reimb)	519GOO · Contractual Services	-105.00
	public works 2020 plan	519GOO · Contractual Services	-240.00
	engin - rates & Lake O	914WOO · Consulting & Engineering Ser...	-1,375.00
TOTAL			-10,920.00
Deeply Digital LLC		Alpine-Operating Account	
		556GOO · IT Services	-421.25
TOTAL			-421.25
RESPEC		Alpine-Operating Account	
	SWPlan - Oct 2019	614GO2 · Consulting/ContractualServices	-29,489.04
TOTAL			-29,489.04
Verizon Wireless		Alpine-Operating Account	
		943WOO · Telephone	-35.04
TOTAL			-35.04
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - community center	-60.68
		842GO3 · Utilities	-60.67
		542GOO · Utilities	-60.68
TOTAL			-182.03

Town of Ridgway
Register of Demands
December 2019

Name	Memo	Account	Paid Amount
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-35.82
TOTAL			-35.82
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-48.12
		642GO2 · Utilities	-48.12
		942SOO · Utilities	-48.12
		942WOO · Utilities	-48.12
TOTAL			-192.48
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-26.13
TOTAL			-26.13
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-17.41
		942SOO · Utilities	-17.41
		942WOO · Utilities	-17.41
TOTAL			-52.23
Verizon Wireless		Alpine-Operating Account	
		943SOO · Telephone	-75.03
		943WOO · Telephone	-142.75
		843GO3 · Telephone	-212.94
		543GOO · Telephone	-116.52
		643GO2 · Telephone	-53.26
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.00
		952WOO · GIS Mapping - water	-10.01
		819GO3 · Contractural Services	-160.34
TOTAL			-790.85
Gov-Plus, LLC		Alpine-Operating Account	
	consulting - TM hiring	514GOO · Consulting Services	-8,000.00
	ad - Town Manager	527GOO · Personnel - Recruitment/Testi...	-450.00
TOTAL			-8,450.00
Browns Hill Engineering & Con...		Alpine-Operating Account	
	install software - plant computer	931WOO · Maintenance & Repairs	-1,160.00
TOTAL			-1,160.00
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - Fusion	860GO3 · Gas & Oil	-55.24
TOTAL			-55.24

Town of Ridgway
Register of Demands
December 2019

Name	Memo	Account	Paid Amount
Lowery Excavating Inc.		Alpine-Operating Account	
	mulching at plant	931WOO · Maintenance & Repairs	-4,995.00
TOTAL			-4,995.00

AGENDA ITEM #7

Ridgway's Guide to Dark Sky Outdoor Lighting Ordinance

Guidelines for complying with Town of Ridgway's ordinance, effective October 18, 2019



Light pollution affects human health, wildlife, safety

Unneeded lighting wastes electricity

Lower your carbon footprint and enjoy the night sky!

Outdoor Lighting Regulations

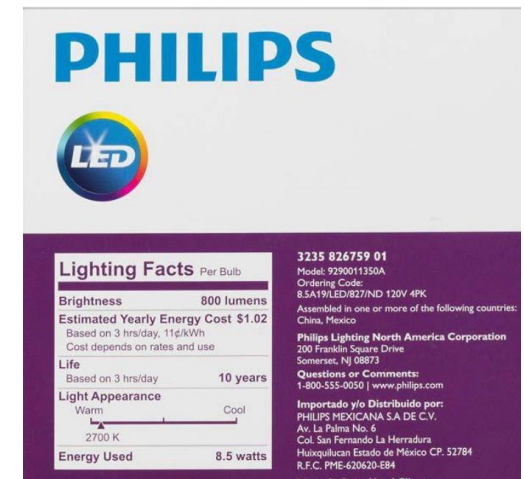
Ridgway Municipal Code (RMC) 6-5 is relevant to all outdoor lighting and is effective October 18, 2019.

Summary of key provisions include:

- * All residential and commercial lighting operating before Oct 18, 2019 is grandfathered until it is changed (see RMC 6-5-2 for more details)
- * Lighting shall be shielded such that light shall not pass off the premises
- * Lighting shall be shielded such that all light rays are directed below the horizontal plane
- * Correlated color temperature (CCT) is limited to 3000K or less (or warm white)
- * Lumens (brightness) limits are established to prevent over lighting and based on property type as follows:
 - Single family homes and homes with ADUs shall be limited to 5100 and 6500 lumens respectively. Each fixture shall be limited to 850 lumens
 - Multi-family residential sites, mixed-use sites, and non-residential sites shall be limited to 25000 lumens per acre plus 2000 lumens per unit beyond the first unit. Each fixture shall be limited to 1500 lumens
- * Lighting for non-residential uses shall be extinguished one hour after close of business (see RMC 6-5 for exceptions)



Packaging for all new lighting is required by law to have a "Lighting Facts" level that includes the light output (lumens) of the bulb, the Correlated Color Temperature (CCT) in degrees of Kelvin, and power consumption in watts. In many cases this information is printed on the bulb as well.



INTERNATIONAL DARK-SKY ASSOCIATION



General information on Outdoor lighting:

<https://www.darksky.org/our-work/lighting/>

More information on finding Dark Sky Friendly Lighting can be found at:

<https://www.darksky.org/our-work/lighting/lighting-for-industry/fsa/fsa-products/>

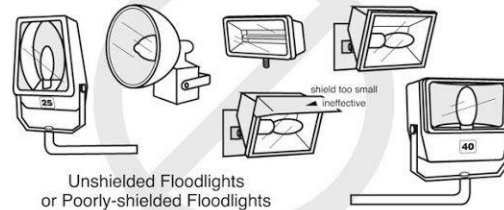
Outdoor Lighting Basics information can be found at:

<https://www.darksky.org/our-work/lighting/lighting-for-citizens/lighting-basics/>

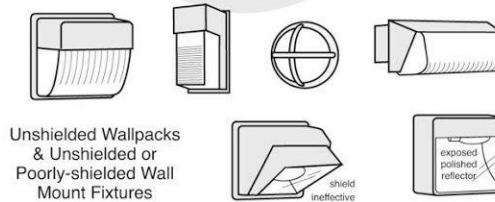
Examples of Acceptable & Unacceptable Lighting Fixtures

Unacceptable/Not Compliant

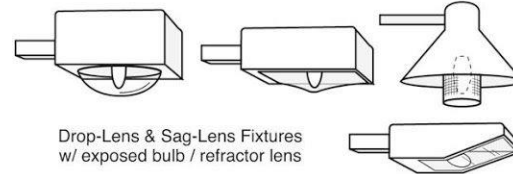
Fixtures that produce glare and light trespass



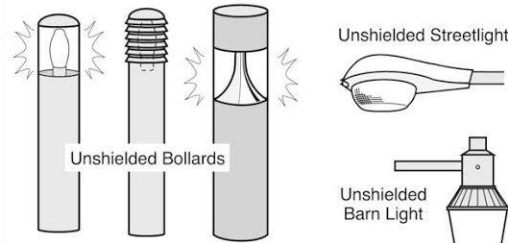
Unshielded Floodlights
or Poorly-shielded Floodlights



Unshielded Wallpacks
& Unshielded or
Poorly-shielded Wall
Mount Fixtures



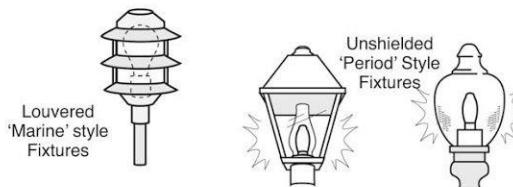
Drop-Lens & Sag-Lens Fixtures
w/ exposed bulb / refractor lens



Unshielded Bollards

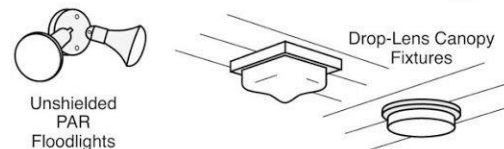
Unshielded Streetlight

Unshielded
Barn Light



Louvered
'Marine' style
Fixtures

Unshielded
'Period' Style
Fixtures

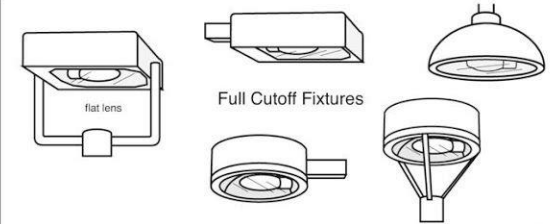


Unshielded
PAR
Floodlights

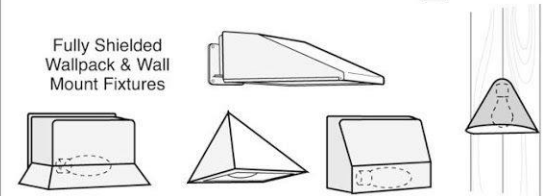
Drop-Lens Canopy
Fixtures

Acceptable/Compliant

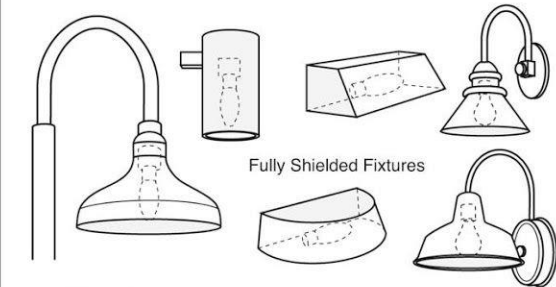
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Full Cutoff Fixtures



Fully Shielded
Wallpack & Wall
Mount Fixtures



Fully Shielded Fixtures

Full Cutoff Streetlight

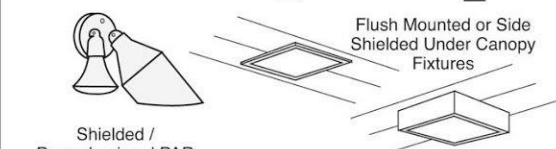
Fully Shielded
Barn Light

Fully Shielded
Walkway
Bollards



Fully Shielded
Decorative
Fixtures

Fully Shielded
'Period' Style
Fixtures



Shielded /
Properly-aimed PAR
Floodlights



December 11,

2019

IDA Board of Directors

International Dark-Sky Association

3225 North First Avenue

Tucson, Arizona 85719

We the Town Council of the Town of Ridgway, Colorado, are writing in support of our initiative as an International Dark-Sky Association (IDA) designated Dark Sky Community.

The Town of Ridgway has historically been a protector of the dark skies with enactment of an outdoor lighting ordinance as early as 1997 (Ordinance 3-1997) for purposes of reducing glare and nuisances to others. The ordinance required all outdoor lighting to be fully shielded and to limit light trespass. More recently, a major update to the Ridgway Master Plan (2019) identified Ridgway's dark skies as a valuable community resource that should continue to be protected through the reduction of light pollution (Policy ENV-4.4; Action ENV-4f). And most recently, on September 18, 2019 after working closely with members of Ridgway's Dark Sky Committee and IDA, Town Council adopted a major revision to its outdoor lighting ordinance (Ordinance 2019-06) that we believe meets the requirements of IDA's Dark Sky Community Guidelines dated 2015. The new outdoor lighting ordinance went into effect on October 18, 2019.

The Town of Ridgway shares a deep connection to the outdoors and is committed to being economically sustainable and ecologically responsible. With the additional lighting protections, the Town of Ridgway hopes to improve preservation of our star filled night skies and surrounding ecosystems. Managing external lighting has additional benefits to Ridgway in that it helps to lower and manage the Town's carbon footprint.

Ridgway Town Council strongly endorses our effort to obtain IDA designation as a Dark Sky Community. We consider it a major accomplishment in preserving a natural resource and valuable example to other communities in Western Colorado.

Sincerely,

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

Town Council, Ridgway, Colorado

AGENDA ITEM #8

ORDINANCE NO. 2019-09

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 m²), with 150 square feet (13.9 m²), 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 m²), with 150 square feet (13.9 m²), 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

AGENDA ITEM #9

Resolution No. 19-15

A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE 2020 BUDGET YEAR

WHEREAS, the Town Council has adopted the annual budget in accordance with the Town Charter on December 11, 2019; and

WHEREAS, the Town Council has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, appropriating the revenues provided in the budget to and for the purposes described below, establish a limitation on expenditures for the operations of the Town of Ridgway pursuant to the Charter.

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

Section 1. The following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

GENERAL FUND

Current Operating Expenses	\$ 2,970,627
Capital Projects	\$ 62,500
Debt Service	\$ 116,055
Total General Fund Expenditures	\$ 3,149,182

WATER FUND

Current Operating Expenses	\$ 973,617
Capital Projects	\$ 0
Debt Service	\$ 70,781
Total Water Fund Expenditures	\$ 1,044,398

SEWER FUND

Current Operating Expenses	\$ 567,020
Capital Projects	\$ 0
Debt Service	\$ 15,915
Total Sewer Fund Expenditures	\$ 582,935

CAPITAL PROJECTS

Grant Receipts for Project Expenditures	\$ 270,000
Donation Receipts for Project Expenditures	\$ 335,000

APPROVED AND ADOPTED this 11th day of December, 2019

John I. Clark
Mayor

Attest: _____
Pam Kraft, MMC
Town Clerk/Treasurer

Resolution No. 19-16

**A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO,
ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY
OF JANUARY, 2020 AND ENDING ON THE LAST DAY OF DECEMBER, 2020**

WHEREAS, the Town Council of the Town of Ridgway designated the Town Clerk/Treasurer to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the Treasurer has submitted a proposed budget to this governing body on October 9, 2019 for its consideration, along with numerous public meetings, and;

WHEREAS, upon due and proper notice, published and posted in accordance with the Town Charter, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 11, 2019, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
RIDGWAY, COLORADO:**

Section 1. That the Fiscal Year 2020 Budget as attached as Exhibit A hereto, is hereby approved and adopted.

APPROVED AND ADOPTED this 11th day of December, 2019.

John I. Clark
Mayor

ATTEST: _____
Pam Kraft, MMC
Town Clerk/Treasurer

GENERAL FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED BUDGET	9/1/2019	YR. END 2019	ADOPTED BUDGET
	BEGINNING FUND BALANCE	1,324,097	1,229,145		1,386,890	1,479,789
	AVAILABLE FUND BALANCE	1,324,097	1,229,145		1,386,890	1,479,789
ACCOUNT #	REVENUES					
	TAXES					
400GOO	Property Tax	259,559	260,065	244,869	259,900	303,307
4001GOO	Property Tax - Bond Repayment	0	19,547	17,995	19,500	22,830
401GOO	Penalties & Interest - Property Tax	769	500	150	500	500
402GOO	Delinquent Property Tax	70	100	0	0	100
403GOO	Sales Tax	1,034,309	1,000,000	739,210	1,115,000	1,115,000
404GOO	Sales Tax - Food for Home Consumption	68,752	62,000	48,699	70,000	74,500
405GOO	Sales Tax - Capital Improvement Fund	188,048	200,048	133,407	197,795	197,795
4051GOO	Sales Tax - Cap Impr-Food Home Consum	13,754	16,000	9,722	14,000	14,904
406GOO	Penalties & Interest - Sales&Lodging Tax	9,276	4,000	10,032	12,000	8,000
407GOO	Lodging Tax	81,123	72,000	50,958	80,000	80,000
408GOO	Specific Ownership Tax	27,035	25,000	20,495	28,000	28,000
409GOO	Utility Franchise Tax	39,906	40,000	34,984	42,500	42,000
410GOO	Excise Development Tax	0	3,000	15,000	15,000	40,000
	TOTAL	1,722,601	1,702,260	1,325,521	1,854,195	1,926,936
	INTERGOVERNMENTAL					
411GOO	Highway Users	64,709	52,080	46,943	57,000	53,500
412GOO	Motor Vehicle Fees	5,992	6,000	3,518	6,000	6,000
413GOO	Cigarette Tax	2,782	2,700	1,455	2,200	2,200
414GOO	Conservation Trust Fund (Lottery)	10,288	10,000	6,541	11,000	12,000
415GOO	Grants - general	98,789	151,690	67,727	168,150	66,016
416GOO	Road & Bridge Apportionment	22,575	22,612	22,612	22,612	26,382
417GOO	Mineral Lease & Severance Tax	12,722	10,000	0	20,708	10,000
	TOTAL	217,857	255,082	148,796	287,670	176,098
	LICENSES, PERMITS & FEES					
420GOO	Building Permits	82,604	75,000	50,870	60,000	50,000
421GOO	Liquor Licenses	3,610	2,300	4,810	5,400	2,200
422GOO	Sales Tax Licenses	18,570	8,500	5,645	20,000	20,000
430GOO	Marijuana Facility Licenses	3,400	600	9,700	15,700	13,500
423GOO	Planning/Zoning Applications	5,500	5,000	4,500	5,000	5,000
424GOO	Excavation/Encroachment Permits	1,500	2,000	1,480	2,000	2,000
425GOO	Refuse Collection Fees	195,590	154,000	106,520	158,620	156,000
427GOO	USPS Rental Fees	8,230	8,230	5,627	8,500	8,642
428GOO	Parks, Facility & Rights of Way User Fees	1,745	2,000	2,165	2,500	2,500
429GOO	Permits - other (signs, etc)	950	500	495	550	500
431GOO	Short Term Rental Licenses	9,900	2,500	2,700	4,800	10,000
	TOTAL	331,599	260,630	194,512	283,070	270,342
	FINES & FORFEITURES					
435GOO	Court Fines	10,716	12,000	3,606	7,000	10,000
	TOTAL	10,716	12,000	3,606	7,000	10,000
	REIMBURSABLE FEES					
440GOO	Consulting Services Reimbursement	38,049	95,000	34,428	75,000	98,000
441GOO	Labor & Documents Reimbursement	1,597	4,000	1,122	1,400	1,600
442GOO	Bonds & Permits Reimbursement	16,997	10,000	8,155	27,775	10,000
443GOO	Mosquito Control Reimbursement	6,500	8,000	0	8,000	8,000
444GOO	Administrative Reimbursement	3,819	5,000	1,723	3,500	3,500
	TOTAL	66,962	122,000	45,428	115,675	121,100
	MISCELLANEOUS					
450GOO	Donations - parks	75	50	0	0	5,000
451GOO	Sales - other (copies, equip sales, misc)	261	250	33,397	33,410	250
452GOO	Credits & Refunds - general	9,621	2,000	8,189	13,189	7,500
453GOO	Other - general (T/Clerk & Marshal fees)	4,818	4,000	3,517	3,800	4,000
454GOO	Special Events (festivals,concerts,movies)	32,698	35,000	35,357	38,000	38,000
459GOO	Donations - RCD & MainStreet	900	500	10	1,000	500
455GOO	Interest Income	10,611	5,000	11,075	16,295	10,000
456GOO	Investment Income/Desig Reserves	3,778	2,500	3,077	4,471	3,500
457GOO	Investment Income/Cap Project Reserves	742	400	195	221	200
	TOTAL	63,504	49,700	94,817	110,386	68,950
	TOTAL GENERAL FUND REVENUES	2,413,239	2,401,672	1,812,680	2,657,996	2,573,426
	TOTAL AVAILABLE RESOURCES	3,737,336	3,630,817	1,812,680	4,044,886	4,053,215

GENERAL FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT # EXPENDITURES						
	ADMINISTRATIVE SERVICES					
	PERSONNEL					
500GOO	Administrative Wages	434,778	427,917	305,691	454,521	464,586
509GOO	Council Compensation	17,600	19,850	10,050	20,850	22,800
510GOO	Planning Commission Compensation	13,200	17,400	8,700	17,400	17,400
501GOO	Employer Tax Expense	35,013	35,585	24,610	38,538	38,616
502GOO	Health Insurance	66,622	69,264	48,415	71,844	72,684
503GOO	Retirement Fund	14,051	17,117	9,686	18,621	17,864
504GOO	Workers Compensation Insurance	1,020	2,595	2,125	2,200	2,200
	PROFESSIONAL SERVICES					
511GOO	Town Attorney	53,275	70,000	31,371	60,000	60,000
512GOO	Auditing Services	5,900	5,900	6,150	6,150	6,150
514GOO	Consulting Services	2,130	28,000	7,859	16,000	5,000
556GOO	IT Services	5,726	9,309	7,579	11,400	4,136
513GOO	Planning Consulting	86,384	17,000	16,108	21,108	44,000
515GOO	County Treasurer Services	5,208	7,500	4,888	7,200	7,500
519GOO	Contractual Services	48,739	75,000	25,980	55,000	80,000
538GOO	Muni-Revs Services	13,025	10,500	7,206	10,606	12,285
539GOO	Human Resources Consulting	2,803	3,000	2,608	2,608	2,800
516GOO	Refuse Collection Franchise	195,590	154,000	93,027	158,620	156,000
	ADMINISTRATIVE EXPENSE					
520GOO	Insurance (Property & Casualty)	6,215	6,000	1,000	8,000	7,315
521GOO	Conferences, Workshops & Training	3,607	10,000	2,780	3,500	7,500
522GOO	Dues & Memberships	1,848	2,800	3,536	3,562	4,000
523GOO	Council/Pcomm - Conferences & Training	870	4,000	2,051	2,150	4,000
524GOO	Reimbursable Bonds & Permits	9,221	12,500	13,823	22,500	28,000
525GOO	Unemployment Tax (all)	3,291	3,450	1,724	3,350	3,450
526GOO	Life Insurance (all)	512	600	347	525	650
527GOO	Personnel - Recruitment/Testing	312	1,500	1,557	5,000	1,500
536GOO	Wellness Program	11,769	16,350	4,006	12,833	16,566
528GOO	Other - admin.	221	1,000	299	4,500	1,000
	OFFICE EXPENSE					
540GOO	Printing & Publishing	1,577	2,500	407	1,000	1,500
541GOO	Office Supplies	4,951	6,000	2,889	5,000	5,000
542GOO	Utilities	1,428	1,600	933	1,500	1,600
543GOO	Telephone	1,999	3,500	1,372	2,060	3,000
544GOO	Elections	45	2,500	117	117	2,500
530GOO	Computer	2,637	3,482	1,403	1,403	4,590
545GOO	Janitorial Services	6,800	6,800	2,267	3,875	6,800
546GOO	Council/PCommission - Materials/Equipment	450	1,000	1,244	1,245	1,000
547GOO	Records Management	303	250	11	250	500
548GOO	Office Equipment - Leases	3,192	3,000	1,698	3,250	3,250
549GOO	Office Equipment - Maintenance/Repairs	0	700	0	0	700
550GOO	Filing Fees/Recording Costs	235	850	806	1,000	850
551GOO	Postage - general	1,885	1,000	515	950	1,000
552GOO	GIS Mapping - admin	4,465	5,000	975	2,000	2,000
553GOO	Meetings & Community Events	6,367	14,000	2,644	14,000	10,000
554GOO	Website Maintenance	0	3,000	0	0	0
537GOO	Bank & Misc. Fees & Charges	1,404	3,500	1,050	2,000	2,500
	COMMUNITY & ECONOMIC DEVELOPMENT					
529GOO	Tourism Promotion	55,837	50,400	26,848	56,000	56,000
531GOO	Community Outreach	2,932	2,500	435	1,500	3,000
532GOO	Creative District	5,547	33,000	4,182	28,000	35,150
533GOO	Main Street Program & Economic Developmn	20,864	10,000	2,617	3,200	2,000
535GOO	Affordable Housing					35,151
781POO	Events and Festivals	50,446	59,000	52,072	55,800	66,000
5075GO1	Region 10 & Broadband Participation	62,396	50,000	1,207	1,207	86,327

GENERAL FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	VEHICLE EXPENSE					
560GOO	Gas & Oil	0	1,000	0	0	300
561GOO	Vehicle Maintenance & Repair	0	500	0	0	500
	CAPITAL OUTLAY					
571GOO	Office Equipment Purchase	2,755	8,500	4,996	8,000	8,500
	DEBT SERVICE					
591GOO	RAMP Bond-BB&T Governmental Financing	116,553	118,681	16,841	118,681	116,055
	COUNCIL INITIATIVES					
5010GO1	Uncompahgre Volunteer Legal Aid	3,000	3,000	0	3,000	3,000
5015GO1	Partners Program	1,000	1,000	0	1,000	1,000
5020GO1	Colorado West Land Trust	0	2,000	2,000	2,000	0
5025GO1	Voyager Program	7,000	7,000	7,000	7,000	7,000
5030GO1	Juvenile Diversion	5,000	6,500	6,500	6,500	8,450
5040GO1	Other Contributions	5,565	12,500	3,000	3,700	5,000
5050GO1	KVNF Radio	1,000	1,000	0	1,000	1,000
5055GO1	Center for Mental Health	500	500	0	500	500
5060GO1	Second Chance Humane Society	6,500	6,500	0	6,500	6,500
5065GO1	Neighbor to Neighbor Program	1,000	1,000	0	1,000	0
5070GO1	Ouray County Housing Advisory Committee	0	1,500	0	1,500	0
5085GO1	Eco Action Partners	5,000	5,000	0	5,000	5,000
5095GO1	Student Scholarship	1,000	1,000	1,000	1,000	1,000
5100GO1	Public Art Ridgway Colorado	3,000	3,000	3,000	3,000	3,000
5105GO1	CO Mountain Bike Assoc - Ridgway Chapter	1,000	1,000	0	1,000	1,000
5110GO1	Uncompahgre Watershed Partnership	3,000	3,000	3,000	3,000	3,000
5115GO1	George Gardner Scholarship Fund	0	1,000	1,000	1,000	1,000
5120GO1	Ouray County Soccer Association	3,000	2,000	0	2,000	0
5130GO1	ADA Small Business Grant	0	2,500	0	0	0
5135GO1	Sherbino Theater	5,000	5,000	0	5,000	3,750
5136GO1	Ouray County Food Pantry	900	1,000	0	1,000	0
5137GO1	Weehawken Creative Arts					3,750
5138GO1	Friends of Colorado Avalanche Info Center					1,000
	SUBTOTAL COUNCIL INITIATIVES	52,465	67,000	26,500	55,700	54,950
	ADMINISTRATIVE EXPEND. SUBTOTAL	1,446,463	1,487,400	797,205	1,406,324	1,598,725

GENERAL FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
ACCOUNT #	EXPENDITURES		BUDGET			BUDGET
	STREETS & MAINTENANCE					
	PERSONNEL					
600GO2	Streets Wages	101,374	94,053	65,100	93,928	100,825
605GO2	Streets - Seasonal Wages	81	2,500	1,026	1,026	0
601GO2	Employer Tax Expense	7,049	7,386	5,054	7,264	7,713
602GO2	Health Insurance	16,122	20,055	12,659	20,408	22,244
603GO2	Retirement Fund	3,627	3,762	2,604	3,757	4,033
604GO2	Workers Compensation Insurance	4,621	4,985	0	4,674	3,850
	ADMINISTRATIVE EXPENSE					
613GO2	Office - miscellaneous	752	750	143	500	750
621GO2	Workshops & Training	0	3,000	591	1,000	1,500
628GO2	Other - streets	0	500	0	900	500
614GO2	Consulting & Contractual Services	17,207	225,200	66,303	221,000	88,000
615GO2	IT Services	178	846	622	1,000	1,900
	OPERATING EXPENSE					
631GO2	Maintenance & Repairs	4,376	8,500	24	4,000	6,000
632GO2	Supplies & Materials	1,709	5,000	757	2,000	3,000
635GO2	Gravel & Sand	3,302	30,000	2,382	5,500	30,000
636GO2	Dust Prevention (mag chloride)	29,050	40,000	30,600	37,080	40,000
637GO2	Paving & Maintenance	6,310	6,500	5,510	5,510	51,000
667GO2	Street Sweeping	6,280	7,000	2,650	4,100	10,000
633GO2	Tools	171	500	0	500	500
638GO2	Street Lighting	4,098	10,000	2,966	5,400	7,500
639GO2	Street Signs	2,097	5,000	2,321	2,500	4,500
634GO2	Safety Equipment	600	1,000	368	1,000	11,000
682GO2	Tree Trimming - Rights-of-Ways	644	3,000	0	3,000	6,000
666GO2	Landscaping - Rights-of-Ways					20,500
663GO2	Storm Drainage	4,950	40,000	0	0	50,800
662GO2	Snow Removal Equipment & Services	10,284	12,100	8,256	12,100	12,100
	SHOP EXPENSE					
642GO2	Utilities	2,092	2,400	1,797	3,000	3,000
643GO2	Telephone	1,211	1,450	870	1,305	1,500
630GO2	Computer	2,199	317	128	128	4,990
	VEHICLE EXPENSE					
660GO2	Gas, Oil & Diesel	5,033	5,500	3,408	5,800	5,500
661GO2	Vehicle & Equip Maintenance & Repair	3,136	8,000	5,965	8,000	8,000
	DEBT SERVICE					
691GO2	Equipment Leases - CAT Equipment	6,306				
	CAPITAL OUTLAY					
670GO2	Vehicle Purchase		30,000	31,250	31,250	105,000
671GO2	Office Equipment Purchase	25	500	0	0	500
672GO2	Equipment Purchase	11,117	28,750	18,732	18,732	0
	STREETS & MAINT. EXP. SUBTOTAL	256,001	608,554	272,086	506,362	612,705

GENERAL FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	PARKS, FACILITIES & ENVIRONMENT					
	PERSONNEL					
700POO	Parks Maintenance Wages	27,630	12,000	8,281	14,565	32,348
706POO	Parks Maintenance - Seasonal Wages	42,015	75,500	48,447	63,577	58,000
701POO	Employer Tax Expense	5,146	6,694	4,353	5,978	6,912
702POO	Health Insurance	0	2,865	2,000	4,000	9,018
703POO	Retirement Fund	0	480	331	582	1,294
704POO	Workers Compensation Insurance	5,759	4,920	2,146	4,609	2,750
	ADMINISTRATIVE EXPENSE					
719POO	Contractual Services	5,937	2,000	2,843	5,843	19,000
720POO	Insurance (Property & Casualty)	6,000	6,459	5,719	6,459	7,314
721POO	Workshops & Training	0	2,000	340	361	1,500
728POO	Other - parks	0	500	0	150	500
	COMMUNITY CENTER					
732PO1	Supplies - community center	3,001	4,000	1,718	3,000	3,000
742PO1	Utilities - community center	1,428	1,600	933	1,450	1,500
779PO1	Janitorial Services - community center	6,800	6,800	2,267	2,875	6,800
731PO1	Maintenance & Repairs - community center	14,807	5,000	589	1,500	40,000
	OPERATING EXPENSE					
731POO	Maintenance & Repair	1,648	5,000	5,877	7,000	22,500
732POO	Supplies & Materials	26,867	21,000	10,291	17,000	24,000
733POO	Tools	0	3,000	1,969	2,000	2,500
734POO	Safety Equipment	44	600	53	53	500
741POO	Telephone	0	250	0	0	250
742POO	Utilities	3,656	4,000	5,329	7,000	7,000
729POO	IT Services		846	387	635	1,856
730POO	Computer		317	128	128	4,590
779POO	Janitorial Service - parks	3,000	3,000	1,000	2,000	3,000
765POO	River Corridor Maintenance&Gravel Removal	7,365	5,000	0	0	5,000
767POO	Urban Forest Management	10,000	10,000	4,650	10,000	20,000
768POO	Mosquito Control	9,280	12,000	8,913	10,308	12,000
769POO	Weed Control	0	500	0	0	500
	VEHICLE EXPENSE					
760POO	Gas & Oil	1,052	1,400	1,372	2,500	2,500
761POO	Vehicle & Equipment Maint & Repair	2,147	3,000	1,011	3,200	3,500
	CAPITAL OUTLAY					
772POO	Equipment Purchase		23,250	18,349	18,349	20,000
775POO	Park Improvements	4,000	25,000	13,759	19,300	12,000
	PARKS & FACILITIES EXPEND. SUBTOTAL	187,582	248,981	153,055	214,422	331,632

GENERAL FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT # EXPENDITURES						
	LAW ENFORCEMENT					
	PERSONNEL					
800GO3	Law Enforcement Wages	169,792	159,120	107,826	155,903	168,480
809GO3	Law Enforcement - Part Time Wages	42,976	66,600	46,358	66,600	85,900
807GO3	Municipal Judge	1,518	1,656	1,104	1,656	1,656
808GO3	Municipal Court Clerk	4,140	4,140	2,760	4,140	4,140
805GO3	Housing Stipend	20,815	18,000	8,000	18,000	18,000
801GO3	Employer Tax Expense	16,552	19,088	12,091	17,465	21,280
802GO3	Health Insurance	28,314	34,380	21,855	34,353	36,072
803GO3	Retirement Fund	4,733	6,365	3,307	5,036	8,780
804GO3	Workers Compensation Insurance	7,993	8,928	8,500	8,928	7,400
	OFFICE EXPENSE					
819GO3	Contractual Services	6,983	35,658	4,274	31,143	32,000
820GO3	IT Services	973	4,080	2,966	4,100	2,937
822GO3	Dues & Memberships	583	750	0	450	500
841GO3	Office Supplies	1,524	1,500	1,063	1,500	1,500
842GO3	Utilities	1,428	1,600	933	1,470	1,600
843GO3	Telephone	4,090	4,000	3,089	4,650	4,500
830GO3	Computer	2,170	1,551	938	938	860
849GO3	Office Equip - Maintenance/Repairs		100	0	0	100
	OPERATING EXPENSE					
832GO3	Equipment & Supplies	5,484	7,000	1,250	2,500	15,000
821GO3	Conferences, Workshops & Training	6,373	7,000	1,436	2,000	6,000
883GO3	Uniforms	2,144	3,000	1,583	3,000	3,000
884GO3	Traffic & Investigations	67	2,000	1,065	1,750	2,000
886GO3	Testing & Examinations	0	500	193	193	400
828GO3	Other - law enforcement	1,060	1,500	220	3,000	1,000
885GO3	Dispatch Services	35,530	44,214	33,154	44,214	40,015
834GO3	Multi-Jurisdictional Program Participation	6,000	6,000	6,000	6,000	6,000
835GO3	Community Outreach Programs	0	1,000	0	0	500
	VEHICLE EXPENSE					
860GO3	Gas & Oil	7,434	7,500	4,385	7,500	7,500
862GO3	Radio/Radar Repair	371	750	216	500	12,000
861GO3	Vehicle Maintenance & Repair	5,758	8,000	5,327	8,000	8,000
	CAPITAL OUTLAY					
870GO3	Vehicle Purchase	72,713	0	0	0	45,000
871GO3	Office Equipment Purchase	2,882	8,000	2,552	3,000	1,500
	LAW ENFORCEMENT EXP. SUBTOTAL	460,400	463,980	282,445	437,989	543,620

GENERAL FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	TOTAL GENERAL FUND EXPENDITURES	2,350,446	2,808,915	1,504,791	2,565,097	3,086,682
	TRANSFER CAPITAL PROJECT - Heritage Park Improvements					62,500
	TOTAL TRANS. TO CAPITAL PROJECTS	0	0	0	0	62,500
	Retirement & Severance Pay Out		20,000		0	20,000
	Emergency Reserves		20,000		0	20,000
	ENDING GENERAL FUND BALANCE	1,386,890	781,902		1,479,789	864,033
	Restricted for Capital Improvement Fund		0			0
	(per GASBY 54)					

WATER ENTERPRISE FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	500,263	524,581		561,429	672,907
ACCOUNT#						
460WOO	Water Service Charges	426,870	514,380	405,265	564,000	672,000
461WOO	Penalty Fees on Water Charges	3,340	3,000	2,210	2,865	3,000
462WOO	Transfer fees - water	561	750	480	560	550
464WOO	Material/Labor Reimbursement - water	12,906	20,000	5,780	7,250	20,000
463WOO	Tap Fees - water	60,150	66,000	21,000	31,000	100,000
465WOO	Other - water	0	37,500	0	0	210,000
456WOO	Investment Income/Design Reserves	7,878	4,500	7,627	11,020	8,000
	TOTAL WATER FUND REVENUES	511,705	646,130	442,362	616,695	1,013,550
	TOTAL AVAILABLE RESOURCES	1,011,968	1,170,711	442,362	1,178,124	1,686,457
	EXPENDITURES					
	PERSONNEL					
900WOO	Water Wages	123,758	121,170	93,469	126,692	115,777
905WOO	Water - Seasonal Wages	1,809	3,600	1,479	1,479	0
901WOO	Employer Tax Expense	9,144	9,545	6,820	9,805	8,857
902WOO	Health Insurance	21,504	25,785	16,004	23,879	23,447
903WOO	Retirement Fund	4,317	4,847	3,533	4,669	4,631
904WOO	Workers Compensation Insurance	6,116	5,225	5,436	4,915	4,000
	ADMINISTRATIVE EXPENSE					
920WOO	Insurance (Property & Casualty)	6,959	7,403	7,425	7,425	7,314
921WOO	Workshops & Training	885	2,500	1,151	2,200	2,500
919WOO	Wellness Program	1,399	1,650	799	1,650	1,866
914WOO	Consulting & Engineering Services	22,065	90,500	18,645	54,000	67,320
917WOO	IT Services	419	846	2,046	2,690	2,250
912WOO	Auditing Services	3,000	3,000	3,075	3,075	3,075
911WOO	Legal Services	1,381	25,000	1,425	2,500	25,000
918WOO	Permits - water	310	1,650	310	1,650	1,650
	OFFICE EXPENSE					
913WOO	Office - misc	1,363	2,500	1,145	3,350	2,500
915WOO	Dues & Memberships	186	400	149	225	250
916WOO	Filing Fees/Recording Costs	214	200	21	50	150
942WOO	Utilities	10,153	12,000	8,111	12,000	12,500
943WOO	Telephone	2,326	2,450	1,749	2,500	2,500
930WOO	Computer	3,188	317	128	128	5,280
941WOO	Office Supplies	1,057	2,000	1,221	1,500	1,500
947WOO	Records Management	112	250	0	100	100
948WOO	Office Equipment - Leases	408	500	196	336	350
949WOO	Office Equipment - Maint & Repairs	200	250	0	0	250
951WOO	Postage - water	1,945	2,000	1,554	1,950	2,000
952WOO	GIS Mapping - water	4,450	4,500	975	2,000	4,000
	OPERATING EXPENSE					
931WOO	Maintenance & Repairs	55,974	155,000	9,473	20,000	311,500
932WOO	Supplies & Materials	14,384	10,000	12,014	28,800	297,500
933WOO	Tools	171	1,000	0	500	500
988WOO	Taps & Meters	19,105	20,000	4,979	10,000	20,000
989WOO	Plant Expenses - water	19,800	22,000	13,200	22,000	22,000
934WOO	Safety Equipment	727	1,600	445	1,000	1,800
990WOO	Testing - water	3,958	4,500	2,602	4,500	4,500
987WOO	Weed Control	0	5,000	0	5,000	5,000
928WOO	Other - water	175	550	308	308	250
	VEHICLE EXPENSE					
960WOO	Gas & Oil	5,078	4,500	2,944	4,500	4,500
961WOO	Vehicle & Equipment Maint & Repair	3,128	6,000	5,097	7,000	6,000

WATER ENTERPRISE FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	CAPITAL OUTLAY					
971WOO	Office Equipment Purchase	25	500	135	135	1,000
972WOO	Equipment Purchase	5,256	46,250	45,257	45,257	0
	DEBT SERVICE					
991WOO	Equipment Leases - CAT Equipment	6,306				
997WOO	Debt Service - CWCB (1)	7,571	7,571	7,571	7,571	7,568
992WOO	Debt Service - DOLA	9,795	9,795	9,795	9,795	9,795
993WOO	Debt Service - CWRPDA	22,500	22,500	11,250	22,500	22,500
994WOO	Debt Service - Bank of Colorado	17,000	14,665	6,706	14,665	0
998WOO	Debt Service - CWCB (2)	30,918	30,918	0	30,918	30,918
	TOTAL WATER FUND EXPENDITURES	450,539	692,437	308,642	505,217	1,044,398
	Retirement & Severance Payout		8,000		0	8,000
	Emergency Reserves		20,000		0	20,000
	Reserved per financing agreement with CWCB					2,843
	ENDING WATER FUND BALANCE	561,429	450,274		672,907	611,216

SEWER ENTERPRISE FUND		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	BEGINNING SEWER FUND BALANCE	781,610	852,039		899,731	922,894
ACCOUNT#	REVENUES					
460SOO	Sewer Service Charges	312,679	311,000	210,053	314,500	315,000
461SOO	Penalty Fees on Sewer Charges	3,215	3,000	2,210	2,865	3,000
462SOO	Transfer Fees - sewer	520	750	420	500	500
464SOO	Material/Labor Reimbursement - sewer	0	3,000	0	0	1,500
463SOO	Tap Fees - sewer	58,640	66,000	18,500	29,000	100,000
465SOO	Other - sewer	0	100	0	0	95,000
456SOO	Investment Income - Desgn Reserves	13,493	8,000	13,286	19,300	15,000
	TOTAL SEWER FUND REVENUES	388,547	391,850	244,469	366,165	530,000
	TOTAL AVAILABLE RESOURCES	1,170,157	1,243,889	244,469	1,265,896	1,452,894
	EXPENDITURES					
	PERSONNEL					
900SOO	Sewer Wages	102,691	99,863	78,705	105,499	93,772
905SOO	Sewer-Seasonal Wages	900	3,600	201	201	0
901SOO	Employer Tax Expense	7,526	7,915	5,599	8,086	7,174
902SOO	Health Insurance	16,128	20,055	12,004	17,879	17,435
903SOO	Retirement Fund	3,482	3,995	2,943	3,822	3,751
904SOO	Workers Compensation Insurance	4,846	3,402	3,402	3,091	2,750
	ADMINISTRATIVE EXPENSE					
920SOO	Insurance (Property & Casualty)	6,451	7,403	7,425	7,425	7,315
921SOO	Workshops & Training	330	1,500	786	1,000	1,500
914SOO	Consulting & Engineering Services	12,990	7,500	12,522	13,550	42,000
917SOO	IT Services	419	846	2,122	2,750	2,250
912SOO	Auditing Services	2,900	2,900	3,075	3,075	3,075
911SOO	Legal Services	49	3,000	0	0	1,000
919SOO	Wellness Program	1,399	1,650	799	1,650	1,868
	OFFICE EXPENSE					
913SOO	Office - misc	1,221	2,500	624	2,100	2,500
915SOO	Dues & Memberships	186	400	149	225	300
916SOO	Filing Fees/Recording Costs	79	100	32	50	100
941SOO	Office Supplies	989	2,000	1,001	1,500	1,500
942SOO	Utilities	39,366	45,000	26,769	42,500	45,000
943SOO	Telephone	1,394	1,600	1,042	1,570	1,600
930SOO	Computer	2,913	317	128	128	5,280
947SOO	Records Management	112	150	0	100	150
948SOO	Office Equipment - Leases	336	500	196	336	500
949SOO	Office Equipment - Maint & Repairs	200	250	0	0	250
951SOO	Postage - sewer	1,232	2,000	1,069	1,450	2,000
952SOO	GIS Mapping - sewer	4,524	4,000	975	2,000	4,000
	OPERATING EXPENSE					
931SOO	Maintenance & Repairs	16,010	32,500	21,655	38,000	276,500
932SOO	Supplies & Materials	3,922	10,000	2,662	7,500	15,000
933SOO	Tools	171	1,000	0	500	500
918SOO	Testing & Permits	4,060	4,400	3,034	4,400	4,400
928SOO	Other - sewer	175	550	308	308	250
934SOO	Safety Equipment	493	1,600	445	1,000	1,800
987SOO	Weed Control	0	500	0	0	500
	VEHICLE EXPENSE					
960SOO	Gas & Oil	3,422	4,000	2,312	4,000	4,000
961SOO	Vehicle & Equipment Maint & Repairs	2,010	6,000	4,280	6,000	6,000

SEWER ENTERPRISE FUND						
		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	DEBT SERVICE					
991SOO	Equipment Leases - CAT Equipment	6,305				
996SOO	Debt Service - DOLA	15,915	15,915	15,915	15,915	15,915
	CAPITAL OUTLAY					
971SOO	Office Equipment Purchase	25	500	135	135	1,000
972SOO	Equipment Purchase	5,255	44,250	45,257	45,257	0
978SOO	Bio-Solid Removal					10,000
	TOTAL SEWER FUND EXPENDITURES	270,426	343,661	257,571	343,002	582,935
	Retirement & Severance Payout		8,000			8,000
	Emergency Reserves		20,000			20,000
	ENDING SEWER FUND BALANCE	899,731	872,228		922,894	841,959

RIDGWAY GENERAL IMPROVEMENT DISTRICT # 1						
	2018 ACTUAL	2019 ADOPTED BUDGET	AS OF 9/1/2019	ESTIMATED YR. END 2019	2020 ADOPTED BUDGET	
BEGINNING FUND BALANCE	34,799	34,534		34,834	34,114	
REVENUES						
Operation & Maint. (Ballot #5A, 1996)						
Debt Increase (Ballot#5B, 1996)						
Interest	35	35		30	20	
TOTAL GID #1 REVENUES	35	35		30	20	
TOTAL AVAILABLE RESOURCES	34,834	34,569		34,864	34,134	
EXPENDITURES						
OPERATING EXPENSE						
Construction & Paving						
Administration/Engineering/Legal		4,500		750	4,500	
Maintenance						
CAPITAL OUTLAY						
Chipseal/Overlay Streets						
Highway Enhancement Projects # 3&4						
Culvert & Drainage Improvements		20,000			20,000	
TOTAL GID #1 EXPENDITURES	0	24,500		750	24,500	
ENDING FUND BALANCE	34,834	10,069		34,114	9,634	

CAPITAL PROJECTS FUND - Highway Enhancement Funds - Phase 5

		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
1500A	Grant from CDOT	75,550				
	Town Funding					
	TOTAL REVENUES	75,550				
	PROJECT EXPENDITURES					
CP1500	Design & Engineering & Constr Mngmt					
CP1501	Construction	2,330				
	TOTAL EXPENDITURES	2,330				

CAPITAL PROJECTS FUND - RAMP Project Note Account						
		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
4001GOO	Property Tax		19,547	17,995	19,547	22,830
	Transfer from restricted Cap Imprv Acc	116,553	99,134		99,181	93,225
	TOTAL REVENUES	116,553	118,681	17,995	118,728	116,055
	PROJECT EXPENDITURES					
591GOO	Note Principal & Interest Payment Am	116,553	118,681	16,841	118,681	116,055
	TOTAL EXPENDITURES	116,553	118,681	16,841	118,681	116,055

CAPITAL PROJECTS FUND - Space to Create

		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
1700A	Boettcher Foundation Grant					
1700B	Dept of Local Affairs - Planning Grant					
1700C	Dept of Local Affairs - Prop Acq Grant					
1700D	Boettcher Foundation - PreDev Grant		100,000	100,000	100,000	
1700E	Dept of Local Affairs - PreDev Grant		325,000	150,000	150,000	175,000
1700F	CO CreativeIndust's - PreDev Grant					
1700G	Misc Grants - Pre Development	2,500	75,000	0	0	80,000
1700H	Property Taxes Received at Closing					
	Town Funding					
	TOTAL REVENUES	2,500	500,000	250,000	250,000	255,000
	PROJECT EXPENDITURES					
CP1700	Property Option					
CP1701	Affordable Housing Study					
CP1702	Arts Market Study					
CP1703	Property Acquisition					
CP1704	Legal, Survey, Closing Fees					
CP1705	Property Taxes 1/1-10/3/2017	3,575				
CP1706	Pre-Development Phase	150,000	500,000	250,000	250,000	255,000
	TOTAL EXPENDITURES	153,575	500,000	250,000	250,000	255,000

CAPITAL PROJECTS FUND - Athletic Park Pavilion						
		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
1900A	Private Donations		0	0	40,000	335,000
	TOTAL REVENUES		0	0	40,000	335,000
	PROJECT EXPENDITURES					
CP1900	Design		0	0	24,330	14,250
CP1901	Construction		0	0	0	335,828
CP1902	Bank Fees				296	296
	TOTAL EXPENDITURES		0	0	24,626	350,374

CAPITAL PROJECTS FUND - Heritage Park Improvements						
		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2000A	Main Street Mini-Grant					15,000
	Town Contribution					62,500
	TOTAL REVENUES					77,500
	PROJECT EXPENDITURES					
CP2000	Construction					77,500
	TOTAL EXPENDITURES					77,500

Resolution No. 19-17

**A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO,
ADOPTING THE PROPERTY TAX LEVY FOR THE YEAR 2020
FOR CERTIFICATION TO THE OURAY COUNTY COMMISSIONERS**

WHEREAS, the Town Council of the Town of Ridgway, has adopted the annual budget in accordance with its Charter on December 11, 2019; and

WHEREAS, such budget provides for property tax revenues for general operating purposes of \$303,307; and

WHEREAS, as such budget provides for property tax revenues necessary for debt service payment for the 2016 streetscape bond/note of \$22,830; and

WHEREAS, the valuation for assessment for the Town of Ridgway as certified by the County Assessor is \$35,060,320.

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

Section 1. That for the purpose of meeting general operating expenses of the Town of Ridgway during the 2020 budget year, a property tax mill levy of 8.651 mills is hereby adopted for certification to the Ouray County Commissioners.

Section 2. That for the purpose of payment of the debt service on the streetscape bond/note a property tax levy of 0.6512 mills is hereby adopted for certification to the Ouray County Commissioners.

Section 3. The Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Ouray County, Colorado, the adopted mill levies for the Town of Ridgway as hereinabove determined and set, to be levied by said Commissioners as taxes against real and personal property within the Town, in accordance with law.

APPROVED AND ADOPTED this 11th day of December, 2019.

John I. Clark
Mayor

ATTEST:

Pam Kraft, MMC
Town Clerk/Treasurer

AGENDA ITEM #10

**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:

please remove the word shared. This word implies that the BOCC took action on the Town's M.P.

- 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**

AGENDA ITEM #11

**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 21st, 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

pg 1
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

pg 2
11-7-16

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.

pg
11-7-16

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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11-7-16

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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11-7-16

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

pg 8
11-7-16

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

pg 8
11-7-16

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:
PJD
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

PR
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

AGENDA ITEM #12

STAFF REPORT

Subject: Modification of Hotel/Restaurant Optional Premises Liquor License for Chipeta Sun Lodge

Initiated By: Pam Kraft, MMC, Town Clerk

Date: November 21, 2019

BACKGROUND:

The Town has received a request to modify the hotel/restaurant optional premises liquor license for the Chipeta Sun Lodge, which is located at 304 S. Lena Street. The license holder, Jack and Patsy Young sole members of Chipeta Sun Lodge LLLP, are requesting inclusion of the restaurant back into the optional premises license. The applicants released this portion of the licensed premises two years ago after leasing the restaurant building to an individual, who in turn separately licensed the restaurant.

Modification to the license will add the restaurant building back into the original optional premises. The premises include all of the buildings and pool area within the walled and fenced areas of the lodge, except for the northwest corner of the area where the tipis are located.

ANALYSIS:

Jack and Patsy Young sole members of Chipeta Sun Lodge LLLP have held the Chipeta Sun Lodge hotel/restaurant optional premises license since 2005. The restaurant building has previously been included in the licensed premises, and modification will place the facility back under the blanket license.

State liquor law requires approval by the local jurisdiction; public hearing process is not required for modification of a liquor license.

REQUEST:

Approve the modification of hotel/restaurant optional premises liquor license for the Chipeta Sun Lodge, existing liquor license number 12-49505-0000.

NOTE: Due to the confidential nature of some portions of the application, the documents are on file with the Town Clerk and open to inspection

AGENDA ITEM #13

AGENDA ITEM #14

RELEASE OF SECURITY AND SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

WHEREAS, the Town of Ridgway, Colorado and Trail Town Partners, LLC entered into a Subdivision Improvements and Lien Agreement recorded on July 19, 2012 in Ouray County records at Reception Number 207835, with the first amendment recorded on March 15, 2017 in Ouray County records at Reception Number 218141, and the second amendment recorded on April 11, 2019 in Ouray County records at Reception Number 222722; and

WHEREAS, the Town of Ridgway, Colorado, was granted a lien on Lot 26-B2 Trail Town Subdivision Lot 26-B2 Amended Plat Recorded July 19, 2012 at Reception Number 207836 in Ouray County records, toward completion of improvements specified in this Subdivision Improvements and Lien Agreement referenced herein; and

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

WHEREAS, the obligations of the Subdivider under the Subdivision Improvements and Lien Agreement referenced herein has been satisfied and completed.

NOW, THEREFORE, THE TOWN OF RIDGWAY, COLORADO, HEREBY RELEASES THIS SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT FOR TRAIL TOWN PARTNERS, LLC, TRAIL TOWN SUBDIVISION LOT 26-B AMENDED PLAT, LOCATED ON LOT 26-B, TRAIL TOWN SUBDIVISION according to the official plat thereof on file in the Ouray County Records, which lien was created by that "Subdivision Improvements and Lien Agreement" recorded under reception number 207835 on July 19, 2012 in Ouray County records and associated amendments. This Release shall not affect or release any other lien or security upon any other property in the Eastside Subdivision, recorded on July 17, 1981 in the Ouray County records under Reception Number 130699, and as replated as Replat of the East Side Subdivision on October 9, 1990 in the Ouray County records under Reception Number 147703, and as amended as the Trailtown Subdivision Amended Plat of Lot 26, Replat of the East Side Subdivision on January 25, 2012 in the Ouray County records under Reception Number 206722.

IN WITNESS WHEREOF, this document has been executed this _____ day of _____, 2019.

TOWN OF RIDGWAY, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

Witness my hand and official seal.

My commission expires:

Notary _____

(SEAL)

SECOND AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS SECOND AMENDMENT is entered into between, Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town). That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #207835 in the Ouray County Records on 07/19/2012, for Trail Town Subdivision Lot 26-B Amended Plat, and the first amendment of such document recorded at Reception #218141 in the Ouray County Records on 03/15/2017, is hereby amended to:

Change the completion date to July 1, 2019 for the following remaining improvements:

Replace tiny pedestrian lights with 44" tall pedestrian lights, similar to the ones in the Town's Hartwell Park and the Downtown Streetscape; and

Grade parking lot area to improve drainage; and

Locate and/or replace survey monuments; and

Submit updated and current as-built drawings.

The remaining terms of the original Subdivision Improvements Agreement and any subsequent amendments remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 5th day of April, 2019.

TOWN OF RIDGWAY, COLORADO

By

Mayor

ATTEST:

Town Clerk

222722

Page 1 of 2

Michelle Nauer, Clerk & Recorder
Ouray County, CO

04-11-2019 03:24 PM Recordings Fee \$18.00 RP \$0.00

Trail Town Partners, LLC

By


John E. Peters, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 5th day of April, 2019, by John Clark, Mayor and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My commission expires:

(SEAL)

Notary

Address



PO Box 523 Ridgway, CO 81432

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

KAREN R CHRISTIAN
Notary Public
State of Colorado
Notary ID # 20094033443
My Commission Expires 12-03-2022

The foregoing instrument was acknowledged before me this 5th day of April, 2019, by John E. Peters, Managing Partner of Trail Town Partners, LLC.

Witness my hand and official seal.
My commission expires:

(SEAL)

PAM KRAFT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19974000673
My Commission Expires January 13, 2021

Notary

Address



780 Sabota Ridgway

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

218141
 Page 1 of 1
 Michelle Nauer, Clerk & Recorder
 Ouray County, CO RP \$0.00
 03-15-2017 02:44 PM Recording Fee \$13.00

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS FIRST AMENDMENT is entered into between, Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town). That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #207835 in the Ouray County Records on 07/19/2012, for Trail Town Subdivision Lot 26-B Amended Plat, is hereby amended to:

Change the completion date for the "Private parking lot improvements", "Reflective Markings at end of Hunter Parkway", and As-Builts to June 15, 2017.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 10th day of March, 2017.

TOWN OF RIDGWAY, COLORADO

By [Signature] Mayor

ATTEST:

[Signature]
 Town Clerk

Trail Town Partners, LLC

By [Signature]
~~Mel Herman~~, Managing Partner
John E. Peters

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 10th day of March, 2017, by John I. Clark, Mayor, and John E. Peters and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.

WANDA TAYLOR
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID #20004014980
 My Commission Expires May 19, 2020

Notary Wanda Taylor
 Address 55 Valley View Rd
Ridgway, CO 81432

SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

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

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as Trail Town Subdivision Lot 26-B Amended Plat as follows:

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

<u>Improvement</u>	<u>Completion Date</u>	<u>150% Estimated Costs to complete</u>
3 Pedestrian Lights (18' high dark skies)	*	\$13,500
Sidewalk abutting Palomino and Hunter	*	\$53,850
Private Parking lot improvements	12/01/2012 **	\$4,905
Reflective Markings at end of Hunter Pkwy	08/01/2012	\$250
Monuments	Completed	
As- Builts	Upon completion of improvements	

** Pedestrian lights to be installed coincident with sidewalk improvements; Sidewalk along Lots 26-B1 and 26-B2 to be completed coincident with site development and/or future subdivision pursuant to Town Council approval on July 11, 2012.*

***Private parking lot improvements to be completed by 12/01/2012 unless onsite improvements on Lot 26A are completed prior.*

- 2. As security to guarantee the proper construction and acceptance of the above public and private improvements by the completion date specified, Subdivider hereby grants, bargains and conveys to the Town a lien, prior to all mortgages, deeds of trust, liens and encumbrances other than the lien for general ad valorem taxes upon the following described property situated in Town of Ridgway, Ouray County, Colorado:

Lot 26-B2 Trail Town Subdivision Lot 26-B Amended Plat

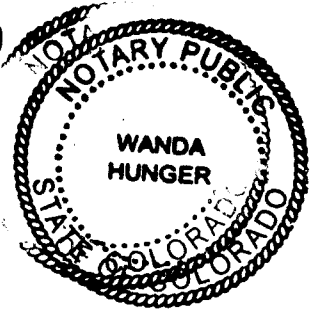
Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees, if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs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

- 3. Subdivider may obtain a partial release of the lien for any lot by paying the Town

Witness my hand and official seal.

My commission expires: 5/19/2016

(SEAL)



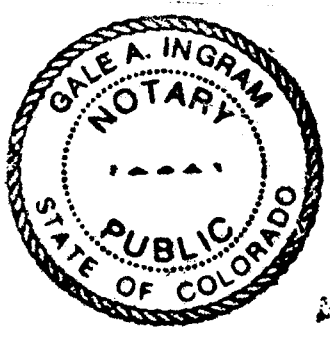
Wanda Hunger
Notary 55 Valley View Rd
Ridgway, Co 81432
Address

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 11th day of July, 2012, by Ned Bosworth, Managing Partner of Trail Town Partners, LLC.

Witness my hand and official seal.
My commission expires: ~~My Commission Expires October 4, 2015~~

(SEAL)



Gale A. Ingram
Notary
117 CRS Ridgway, CO
Address

RELEASE OF SECURITY AND SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

WHEREAS, the Town of Ridgway, Colorado and Trail Town Partners, LLC entered into a Subdivision Improvements and Lien Agreement recorded on October 5, 2015 in Ouray County records at Reception Number 214991, with the first amendment recorded on March 15, 2017 in Ouray County records at Reception Number 218140, and the second amendment recorded on April 11, 2019 in Ouray County records at Reception Number 222723; and

WHEREAS, the Town of Ridgway, Colorado, was granted a lien on Lot 26-B2 Trailtown Subdivision Lot 26-B2 Amended Plat Recorded July 19, 2012 at Reception Number 207836 in Ouray County records, toward completion of improvements specified in this Subdivision Improvements and Lien Agreement referenced herein; and

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

WHEREAS, the obligations of the Subdivider under the Subdivision Improvements and Lien Agreement referenced herein has been satisfied and completed.

NOW, THEREFORE, THE TOWN OF RIDGWAY, COLORADO, HEREBY RELEASES THIS SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT FOR TRAIL TOWN PARTNERS, LLC, TRAIL TOWN CONDOMINIUMS, LOCATED ON LOT 26-A, TRAIL TOWN SUBDIVISION according to the official plat thereof on file in the Ouray County Records, which lien was created by that "Subdivision Improvements and Lien Agreement" recorded under reception number 214991 on October 5, 2015 in Ouray County records and associated amendments. This Release shall not affect or release any other lien or security upon any other property in the Eastside Subdivision, recorded on July 17, 1981 in the Ouray County records under Reception Number 130699, and as replated as Replat of the East Side Subdivision on October 9, 1990 in the Ouray County records under Reception Number 147703, and as amended as the Trailtown Subdivision Amended Plat of Lot 26, Replat of the East Side Subdivision on January 25, 2012 in the Ouray County records under Reception Number 206722.

IN WITNESS WHEREOF, this document has been executed this _____ day of _____, 2019.

TOWN OF RIDGWAY, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

Witness my hand and official seal.

My commission expires:

Notary _____

(SEAL)

SECOND AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS SECOND AMENDMENT is entered into between, Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town). That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #214991 in the Ouray County Records on 10/05/2015, for Trail Town Condominiums and Subdivision of Lot 26-A, and the first amendment of such document recorded at Reception #218140 in the Ouray County Records on 03/15/2017, is hereby amended to:

Change the completion date to July 1, 2019 for the following remaining improvements:

Submit supporting docs to show full ADA compliance, specifically regarding handrails, or provide handrails per approved plan; and

Add a curb stop in front of the phone pedestal; and

Locate and/or replace survey monuments; and

Make improvements to French drain and or slope or other needed work on Palomino Trail so that drainage functions as required by the Town and grade and improve the parking lot area to provide necessary drainage; and

Submit updated and current as-built drawings.

The remaining terms of the original Subdivision Improvements Agreement and any subsequent amendments remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 5th day of April, 2019.

TOWN OF RIDGWAY, COLORADO

By

Mayor

ATTEST:

Town Clerk

Trail Town Partners, LLC

By

John E. Peters, Managing Partner

STATE OF COLORADO)

) ss.

COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 5th day of April, 2019, by John Clark, Mayor and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My commission expires:

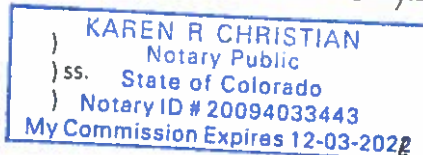
(SEAL)

Notary

Address PO Box 523 Ridgway, CO 81432

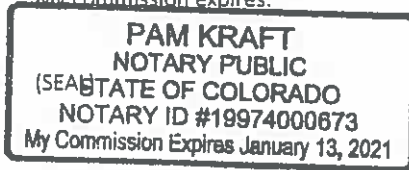
STATE OF COLORADO

COUNTY OF OURAY



The foregoing instrument was acknowledged before me this 5th day of April,
2019, by John E. Peters, Managing Partner of Trail Town Partners, LLC.

Witness my hand and official seal.
My commission expires:



STATE OF COLORADO

COUNTY OF OURAY

Notary

Address

Pam Kraft
PO Box 523 Ridgway

218140
 Page 1 of 1
 Michelle Nauer, Clerk & Recorder
 Ouray County, CO RP \$0.00
 03-15-2017 02:44 PM Recording Fee \$13.00

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS FIRST AMENDMENT is entered into between, Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town). That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #214991 in the Ouray County Records on 10/05/2015, for Trail Town Condominiums and Subdivision of Lot 26-A, is hereby amended to:

Change the completion date to June 15, 2017, for the following improvements:
 Site Construction, Utilities, Accessible Building Upgrades, Landscaping, Spoils removal and construction clean up, and As-Built Drawings

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 10th day of March, 2017.

TOWN OF RIDGWAY, COLORADO

By [Signature] Mayor

ATTEST:

[Signature]
 Town Clerk

Trail Town Partners, LLC

By [Signature]
~~Met Herman~~, Managing Partner
 JOHN E. PETERS

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 10th day of March, 2017, by John Clark, Mayor and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.
 My commission expires May 19, 2020
WANDA TAYLOR
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID #20004014980
 My Commission Expires May 19, 2020

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

Notary Wanda Taylor
 Address 55 Valley View Rd
Ridgway, CO 81432

The foregoing instrument was acknowledged before me this 10th day of March, 2017, by ~~Met Herman~~, Managing Partner of Trail Town Partners, LLC.
 JOHN E. PETERS

Witness my hand and official seal.
 My commission expires May 19, 2020
WANDA TAYLOR
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID #20004014980
 My Commission Expires May 19, 2020

Notary Wanda Taylor
 Address 55 Valley View Rd
Ridgway, CO 81432

SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

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

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as Trail Town Condominiums, a Colorado Condominium Common Interest Ownership Community and Subdivision of Lot 26-A, Trail Town Subdivision as follows:

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

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost to Complete</u>
Site Construction*	11/30/2015	\$113,509
Utilities	11/30/2015	\$5,350
Accessible Building Upgrades	11/30/2015	\$1,750
Landscaping	11/30/2015	\$3,150
Spoils Removal and Construction Clean Up	11/30/2015	\$500
10% Contingency	11/30/2015	\$12,216
As-Built Drawings (dwg file and Paper or PDF)	11/30/2015	\$500

**Required improvements include earthwork, concrete sidewalk removal, subgrade and roadbase, concrete approach, concrete curb, sidewalks, wood decking, compaction, relocate phone pedestals, trees planting, spoils removal and clean-up all in conformance with engineered plans approved by the Town and dated 08/01/2015.*


- 2. As security to guarantee the proper construction and acceptance of the above public and private improvements by the completion date specified, Subdivider hereby grants, bargains and conveys to the Town a lien, prior to all mortgages, deeds of trust, liens and encumbrances other than the lien for

general ad valorem taxes upon the following described property situated in
Town of Ridgway, Ouray County, Colorado:

Lot 26-B2, Trailtown Subdivision Lot 26-B Amended Plat, Recorded
July 19, 2012 at Reception No. 207836, Ouray County Clerk &
Recorder, State of Colorado.

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

3. Subdivider may obtain a partial release of the lien for any lot by paying the Town 150% of the cost to complete uncompleted improvements necessary to serve that lot, to be held in an escrow account. Funds in the account will be returned to the Grantor for those improvements completed when the improvements are approved by the Town; and a complete set of "as built" plans are delivered to the Town. Such funds may be used by the Town to complete improvements not completed as required by Town Subdivision Regulations or this Agreement.
4. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. Subdivider shall repair or replace any improvement which is defective or fails within 2 years of the Town's certificate of acceptance. Private improvements shall be properly maintained thereafter by the lot owners and owner's association.
5. This Agreement shall be binding upon the heirs, successors and assigns of the Subdivider or the Town, provided that Subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
6. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or

(SEE ATTACHED) 

The foregoing instrument was acknowledged before me this _____ day of
_____, 2015, by Mel Herman, Managing Partner of Trail Town
Partners , LLC.

Witness my hand and official seal.
My commission expires:

(SEAL)

Notary _____
Address _____

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

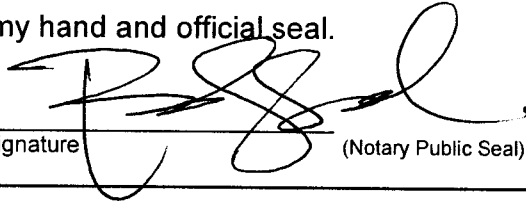
County of Orange }

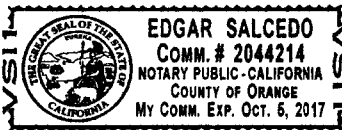
On SEPTEMBER 08, 2015 before me, Edgar Salcedo, Notary Public
(Here insert name and title of the officer)

personally appeared MELVIN M. HERMAN, JR
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Subdivision improvements and
(Title or description of attached document)
lien agreement
(Title or description of attached document continued)
Number of Pages 4 Document Date 9/08/2015

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☒ Corporate Officer
MANAGER
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

AGENDA ITEM #15

Resolution No. 19-18

Resolution of the Town Council of Ridgway, Colorado
Amending the Police Procedures Manual to add Section 25: Body Worn Camera Policy

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

WHEREAS, the Town Council has subsequently amended the Police Procedures Manual by and through Resolutions 11-08, 18-02 and 19-13; and

WHEREAS, the Police Procedures Manual does not include a Body Worn Camera Policy and such policy is now desired to preserve the health, safety and welfare of the community; and

WHEREAS, the Town Council, in an effort to preserve the health, safety and welfare of the community hereby adopts a Body Worn Camera Policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO the Body Worn Camera Policy as described herein is now adopted:

PASSED AND APPROVED this 11th day of December 2019.

ATTEST

TOWN OF RIDGWAY

Pam Kraft, MMC,
Town Clerk

John Clark,
Mayor



Chapter 25: Body Worn Cameras

A. PURPOSE

The purpose of this policy is to provide direction to the Ridgway Marshal's Office (the "Department") and its officers ("Members") in the use of audio, visual and imaging recording devices, including Body Worn Camera (BWC) systems, and also allows Members to use dedicated audio recording devices. The use of office approved BWC systems can provide powerful evidence of criminal activity, thereby creating a visual and/or audio record of incident as a supplement the Members report. In general, BWC recordings will fall into one of two categories of focus, evidentiary and mutual accountability. These devices have proven to be a valuable tool for law enforcement in documenting the public's interaction with law enforcement and documenting the public's and Members honesty, integrity, courtesy, and a Member's professionalism.

It is the purpose of this policy to provide Members with guidelines for the use of these BWC. This policy is not intended to describe every possible situation where the BWC be used; however, there are many situations where the use of a BWC device is recommended.

B. POLICY

Members assigned BWC equipment that have audio, video and image capturing technology, and all other recording and imaging devices, shall use them in compliance with manufacturer's operational guidelines, office training, and this policy. It is the policy of this Office to authorize the use of BWC to collect audio-visual evidence of criminal activity, and to record members' interactions with the public. A BWC recording is to be used when there is a clear benefit to such a BWC recording. These recordings can also be used as a training tool for Members. The evidence obtained in the use of the BWC is a useful tool in assisting in prosecution.

C. TRAINING REQUIREMENTS

Anyone operating a BWC must complete training in its inspection, maintenance, operation, and policy requirements prior to using the BWC system. Members shall receive training in the use of Securamax. Securamax training may take the form of on-the-job training from an FTO or supervisor familiar with its operation.

D. OPERATION REQUIREMENTS

When going on-duty, Member assigned a BWC shall turn on the main power. The power shall remain on during their shift unless the BWC is to be placed on the dock or plugged into Evidence Sync. Prior to going into service, each deputy assigned a BWC will check out the appropriate equipment, if required. Members issued BWC equipment should test their assigned BWC system is operational in accordance with manufacturer specifications and office training at the start of each shift. Testing includes:

1. That the camera/recording device is functional.
2. Verifying the device has an adequate power source.
3. Ensuring that the device properly placed/affixed for optimal use.
4. Documentation of officer information if system being used requires it.



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5. At the end of duty period, the BWC will be docked and charged accordance with manufacturer specifications and office training.
6. If at any time, the BWC is found to be not functioning properly, it is to be removed from service and the appropriate supervisor will be notified as soon as reasonably possible.

E. ACTIVATION/DEACTIVATION OF THE BWC

Once activated the BWC with some exceptions, shall remain on and not be turned off until the initial incident that caused the activation has concluded. For purposes of this section, conclusion of the incident occurs when the gathering of evidence or exchange of communication related to enforcement activities are concluded. It is understood that not all incidents will clearly start out as needing documentation by a BWC recording or having a clear ending when the BWC is no longer needed. Members will be expected to use good discretion and common sense when deciding in what circumstances to activate and deactivate the BWC.

Any incident that is recorded with any video or audio system shall be documented in the Members case report or incident report, Field Interview, accident and citation. If a traffic citation is issued, the Member shall make a notation on the citations notes section indicating that the incident was recorded.

In the event that the BWC is not activated (malfunction of the BWC or a telephone conversation) it shall be noted in the report that the camera was not in use or not functioning and why.

F. PROCEDURES – BODY WORN CAMERAS - BWC

Members will be assigned BWC by their supervisor or the Town Marshal. BWC's should be worn in a location and manner that maximizes the camera's ability to capture video footage of the member's activities. Body worn cameras will be attached to the uniform in the center of the chest but placed low enough that when the Member's hands are raised holding a handgun in the high ready position the camera can see under the hands.

1. OFF DUTY ASSIGNMENTS

Members assigned a BWC that are working in an off-duty assignment shall adhere to this policy while fulfilling the off-duty obligation in any capacity for this Office.

2. ACTIVATION OF BWC

Members should activate the BWC at the inception of all investigative or enforcement contacts, until the contact has concluded and the Member has left the scene. This includes but is not limited to; pedestrian stops, consensual encounters, all calls-for-service, and on-view events.

3. The Member should activate the BWC at the first reasonable opportunity to do so, unless an immediate threat to the enforcement Members life or safety makes activating the BWC impossible or dangerous, in which case the enforcement Member should activate the BWC as soon as it is safe to do so. Additional, arriving enforcement Members that are equipped with BWC should activate their cameras and begin recording the situation upon their arrival until the Member leaves the scene.

4. Members shall have the BWC activated while driving their patrol vehicles in situations where they are responding emergent (emergency lights and / or siren). This is to include responding to an



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emergent call for service or engaged in, or assisting in, a vehicular pursuit. Activation of the BWC should be done prior to beginning the emergency response and when safe to do so.

5. CONSENSUAL ENCOUNTERS

During consensual encounters in locations where citizens have a reasonable expectation of privacy, such as a residence, a Member shall inform the citizen they are being recorded. If the Member is asked to stop recording by the citizen, and the investigation is for a crime, the body camera will remain on. If the investigation is an incident, then the recording can be stopped. Explain to the citizen that the BWC is a powerful tool in documenting their statements accurately and can assist in the prosecution of the suspect when in court.

6. When interacting with an apparent crime victim, the Member should inform the victim they are being recorded. Capturing the statements of victims on the BWC can be a valuable tool for the investigation and for court.

7. When interacting with a person seeking to anonymously report a crime or assist in an ongoing law enforcement investigation, a Member should, as soon as feasible, ask the person seeking to remain anonymous, if they would like to remain anonymous and would like the Member to discontinue use of the BWC. If the person seeking to remain anonymous responds affirmatively, the Member should immediately stop the recording. If a member of the public that is being recorded requests that the recording be stopped, the request itself should be recorded prior to stopping the recording.

8. Recordings made pursuant to an arrest or any search is not considered a consensual encounter for the purposes of this policy. The BWC should remain activated until the event is completed in order to ensure the integrity of the recording.

9. When two or more Members are in a conversation discussing the facts of the case or incident, which are not participated in by citizens, which include but are not limited to, discussions on charging decisions, comparing witness accounts, discussing the facts with their supervisor on the phone or in person should not be audio recorded. This can be accomplished by muting the BWC. Once the discussion is over the BWC should be un-muted.

10. WHEN ACTIVATION NOT REQUIRED

Activation of the BWC system is not required during breaks, lunch periods, when not in service, or when the Member is otherwise involved in routine or administrative duties.

11. PROHIBITED USE OF BWC

BWC's shall not be used to gather intelligence information based on First Amendment protected speech, associations or religion, or to record activity that is unrelated to a response to a call for service or a law enforcement or investigative encounter between a Member and citizen.

12. Absent an emergency/urgent response, audio or video recording devices shall not be used in locker rooms, restrooms or any other intimate places where there would be a reasonable expectation of privacy.



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13. Members shall not intentionally record confidential informants or undercover officers unless the recording is conducted specifically for the purpose of documenting an operation, drug purchase/sale or other undercover operation in furtherance of a criminal investigation. When a Member is working a joint operation with undercover officers the Member will notify the undercover officer or investigator the BWC is recording as soon as possible.
14. **ACTIVATION AT SCHOOLS, HOSPITALS, NURSING HOMES**
When Members are on a school's grounds, at a hospital, or nursing home they should not activate their BWC to record ordinary or everyday activities within the school or hospital. Members should only activate their BWC when responding to an incident, or investigating a criminal case, affecting an arrest, controlling a person using arrest control techniques, less lethal or lethal weapons and any other unusual or extraordinary circumstances that the Members believes should be recorded.
15. **REPORT WRITING REQUIREMENTS**
The BWC is not a replacement for written reports. Members may refer to the BWC for exact quotes that were used by the contacted parties. Members are still responsible for completing a thorough report in the same manner they would if they did not have a BWC recording. If a Member is on a call where their role would not normally call for a report, but the BWC was activated, they will still make a supplemental report if a case number was pulled for evidentiary entry purposes. Otherwise they will follow retention protocols outlined below.
16. **RECORDINGS ARE PROPERTY OF THE MARSHAL**
All digital recordings captured using the BWC will be considered property of the Town of Ridgway Marshal's Office. Accessing, copying or releasing any recording by any Member for other than official law enforcement purposes is strictly prohibited, except to the extent disclosure is required pursuant to the Criminal Justice Record or the Colorado Open Records Act. Dissemination outside of the agency is strictly prohibited, except to the extent permitted by the Marshal or his/her designee or required by policy and law.
17. **DELETION OF UNINTENDED RECORDINGS**
In the event of an unintentional activation of the BWC system during a non-enforcement or non-investigative activity, including but not limited to, restroom, meal break, or other areas where a reasonable expectation of privacy exists, Members may request the recording to be deleted. The "Accidental Recording" category shall be added to these videos. A memorandum or e-mail detailing the circumstances of the unintentional recording will be forwarded, via the chain of command, to the Marshal. The Marshal will review the video and deletion or retention, based on the review.
18. **FAILURE TO ACTIVATE AND BWC DOCUMENTATION**
If a Member fails to activate their BWC, fails to record the entire contact, or interrupts the recording, the Member shall document why the recording was not made, interrupted or terminated. Appropriate disciplinary action can be taken against any Member who is found to have intentionally failed to adhere to the recording or retention requirements contained in this policy, or to have intentionally interfered with a BWC's ability to accurately capture video footage.
19. **COVERT OR SURREPITITIOUS RECORDINGS**



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No member of this agency may surreptitiously record a conversation of any other Members of this agency or eavesdrop; except with a court order or when authorized by the Marshal or their authorized designee for the purpose of conducting a criminal investigation or as an administrative function.

20. REVIEW OF BWC RECORDINGS

Recordings may be reviewed in any of the following situations:

- (a) For use when preparing reports, statements or for court testimony.
- (b) By a supervisor investigating a specific act of officer conduct.
- (c) By a supervisor to assess officer performance.
- (d) To assess proper functioning of BWC systems.
- (e) By an investigator who is participating in an official investigation, such as a personnel complaint, administrative inquiry or a criminal investigation.
- (f) By court personnel through proper process or with permission of the Marshal or the authorized designee.
- (g) Public release of BWC recordings will be in accordance with current office evidence release policies, as well as the rules set forth in the Colorado Criminal Justice Records Act or the Colorado Open Records Act. Release may also occur at the direction of the Marshal or authorized designee.
- (h) Recordings may be shown for training purposes. If an involved Member objects to showing a recording, his/her objection will be submitted to the Marshal to determine if the training value outweighs the Members objection.

Members with BWC equipment that are on the scene of a critical incident, but are not a subject or witness Member, will complete case reports and notify Marshal that they have video that may be pertinent to their investigation. In no event shall any recording be used or shown for the purpose of ridicule or embarrassing any Member.

23. INVESTIGATIONS, TASK FORCE OR UNDERCOVER ASSIGNMENTS

Members who serve in an undercover role or in a specialized assignment such as the Investigations Division or on a task force such as, DEA or the Seventh Judicial District Drug Task Force are not required to utilize BWC. Members of the Investigations Division that does utilize a BWC, shall adhere to the BWC policy. Task Force Members will refer to the governing policies and procedures for the specific task force where they are assigned.

24. BODY CAMERAS IN THE COURT ROOM

The Chief Judge of the 7th Judicial District has ordered that, the only recording devices that are allowed into the court rooms are the Court's official recording devices or Court Reporters. Therefore, no other recording devices are allowed into the court room or they must be turned off. Body cameras must be off while in the court room and not in the buffering mode, or not brought into the court room at all.



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G. ADMINISTRATIVE REVIEW OF THE BODY WORN CAMERA RECORDING SYSTEMS.

Marshal's Office Administrators have access and the ability to retrieve video that is required for internal review (including complaints, use of force review, pursuit review, litigation research, etc.). If trained personnel are not available in administration to retrieve video, then other trained personnel may be used after administering a witness confidentiality admonishment (other supervisors should be utilized first).

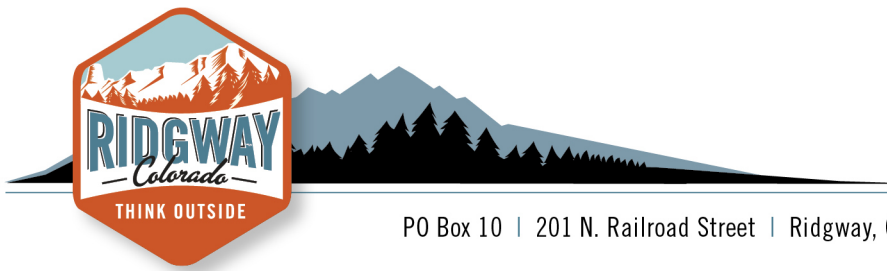
Periodic auditing and review of recordings captured via BWC systems is essential to ensure that video evidence is being properly collected and classified, as well as to identify operational, training, or policy deficiencies.

H. OTHER PHOTO, ELECTRONIC AND RECORDING DEVICES

1. Department members shall use office authorized/issued cameras for still pictures. Members will not use a personal electronic recording or imaging device while performing law enforcement duties. All photographs or videos containing any individually identifiable patient information are covered by HIPAA privacy laws and must be protected in the same manner as patient care reports and documentation.
2. Recordings shall be used for evidentiary documentation or training purposes only, except as permitted by prior written approval by the Marshal or designee. Only those members acting under their official duties will be permitted access to recordings and/or images.
3. Office members will not make surreptitious recordings of conversations with other Office members except when necessary in the course of a criminal investigation or for Office administrative investigations. In either case, the Marshal or designee will be notified prior to for authorization of the nonconsensual recording.
4. Any on-scene images/recordings and/or any other images/recordings taken by members in the course and scope of their duties are the sole property of the Marshal's Office. This includes any images taken intentionally or inadvertently with a member's personally owned camera, cell phone camera or any other digital imaging device. The images shall be downloaded as soon as feasible, a supervisor notified and deleted off of the Member's personal device.
5. No images/recordings taken by any Member in the course and scope of their duties may be used, printed, copied, scanned, e-mailed, posted, shared, reproduced or distributed in any manner, unless for official law enforcement purposes. This prohibition includes the posting of any Office photographs on Member websites including but not limited to, Facebook, MySpace, YouTube, other public safety agency websites, or e-mailing to friends, relatives or colleagues without prior approval of the Marshal.
6. All Department digital data will be downloaded as soon as feasible, and will be cataloged and stored in Securamax with access limited to appropriate Members. After being downloaded, digital data on memory cards will be erased, including any Member's personal devices.

I. REPAIRS, INSPECTION AND MAINTENANCE

Members utilizing BWC devices will maintain the equipment per the manufacturer's guidelines and inspect the equipment for non-functioning or malfunctioning devices before duty and immediately report any



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nonfunctioning equipment to their supervisor. The Marshal may reassign another unit until repairs or replacement can be made, if available.

J. UPLOADING, STORAGE, AND RETENTION OF RECORDINGS

Any BWC recorded incident shall be documented in the associated case reports, incident reports, field interview entries or on traffic citations, that are not associated with a case or incident. Uploading of a BWC will be done in accordance with manufacturer specifications and office training. BWC evidence will be stored in an office designated secure location, including but not limited to:

1. An approved web based server whether that is maintained by the Town of Ridgway or an approved outside vendor.
2. An approved, on-site Town of Ridgway server.
3. Physical storage media such as CDs, DVDs, or other digital storage devices, that will then be submitted to the Evidence Section per policy.

All BWC recordings shall be categorized and labeled with the case number, incident or citation number at the end of the recording or by end of Members shift, when possible. If the recordings are not categorized and labeled by the end of the shift before docking and uploading of the recording, the Member must then log into the evidence storage server system and categorize and label each recording in accordance with manufacturer's specifications or training. Each recording will be labeled with the case or incident report number, field interview incident number or traffic citation number.

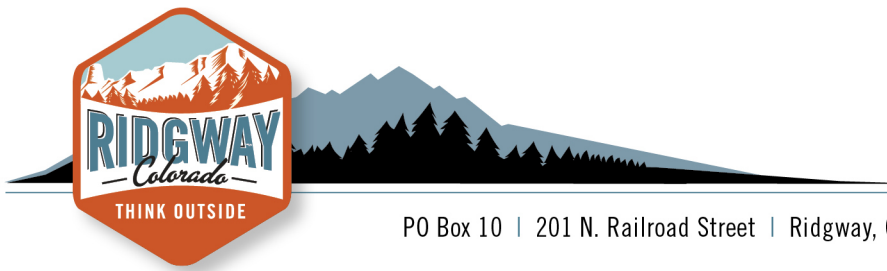
If there is no incident number assigned to a call for service or traffic contact, then the Long Term CAD ID number, Citation number or Warning number shall be used.

All BWC recordings shall be uploaded at the end of a Member's shift if practical or critical to an investigation. If there is a circumstance when this cannot be accomplished, a supervisor must be notified and approval given.

Data gathered by the BWC shall be retained and stored by this Office or an authorized third-party based upon the classification of the video.

Any third-parties acting as an agent in maintaining BWC footage shall not be permitted to independently access, view or alter any video footage, except to delete videos as required by law or this agency's retention policies.

Pursuant to Colorado's Criminal Justice Records Act statutes, it is the goal of this policy to support and promote openness in government by releasing non-confidential video recordings to the public upon request. This policy must also ensure that the privacy of victims, witnesses and suspects is maintained whenever feasible. BWC video footage should not be divulged or used for any commercial or other non-law enforcement purpose. This policy will not affect the release of recordings pursuant to a court order or subpoena. Nothing in this policy shall be read to contravene any laws governing the maintenance and destruction of evidence in criminal investigations and prosecutions.



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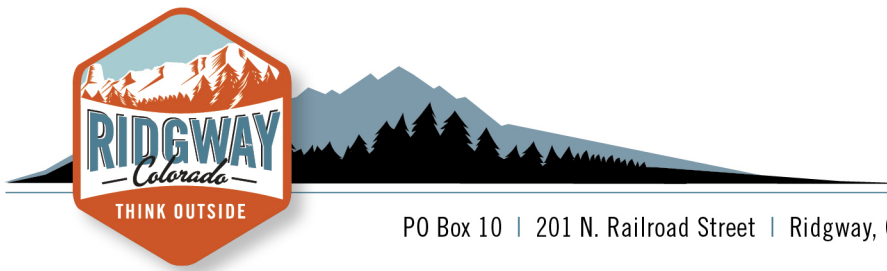
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Data gathered by the BWC may be used and shared with the District Attorney's office or other law enforcement agencies only as permitted.

K. CLASSIFICATION AND RETENTION OF BWC RECORDINGS

These classifications will serve to assist in locating the recording and each classification will have an established retention time. These classifications can be accomplished on Evidence.com or Evidence Sync. Because the Retention Category is probably the most important piece of the metadata, classification shall be done to each video. Any BWC recording in any classification can be changed to another classification or have its retention status changed for the benefit of an investigation or organizational needs. A BWC recording's retention time also may be extended in response to a litigation hold.

NAME	RETENTION DURATION	CATEGORY RESTRICTIONS
Uncategorized	Until manually deleted	None
Accidental Recording	Until manually deleted	Restricted category
AGENCY ASSIST	15 years	None
ANIMAL	5 years	None
CRIME	Until manually deleted	None
DEPUTY INJURY	Until manually deleted	None
DUI/DUI DRUGS	15 years	None
I/A REVIEW	Until manually deleted	Restricted category
INCIDENT NON CRIME	180 Days	None
OIS	Until manually deleted	Restricted category
Pending Review	Until manually deleted	None



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NAME	RETENTION DURATION	CATEGORY RESTRICTIONS
PURSUIT VEHICLE/FOOT	Until manually deleted	None
Traffic Stop	3 years	None
Training Demo	Until manually deleted	None
Use of Force	Until manually deleted	None

AGENDA ITEM #16

Resolution No. 19-20

Resolution 19-20 of the Town Council of Ridgway, Colorado, Amending the Town of Ridgway Personnel Regulations Providing for Full Time Police Officers to Reside within 25 minutes of the Town Boundary, and the Town Marshal to Reside within 15 minutes of the Town Boundary.

WHEREAS, the Town Council desires to provide for reasonable response times for all full time police officers and the Town Marshal; and

WHEREAS, the Town Council understands the cost of housing has significantly increased over the past decade, creating significant home affordability and wage challenges across Colorado; and

WHEREAS, the Town Council understands that some reasonable response time is required for full time police officers and the Town Marshal in order to preserve the health, safety and welfare of the Ridgway community, while also supporting a reasonable home life and home affordability for the Town of Ridgway Marshals Department.

NOW, THEREFORE, BE IT RESOLVED the Town Council of the Town of Ridgway, Colorado does hereby amend Section 4-6 Residency Requirements in the Town of Ridgway Personnel Regulations, as attached hereto.

PASSED AND APPROVED this 11th day of December, 2019.

John Clark, Mayor

ATTEST:

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Personnel Regulations

Section Amended by Resolution 19-20

4-6: Residency Requirements:

Employees of the Town required to be on-call shall live close enough to be able to respond within a reasonably short time. All on-call employees shall have telephone service at their home.

Full time police officers must live within twenty-five minutes of the Town limits. The Town Marshal must live within fifteen minutes of the Town limits.

AGENDA ITEM #17

Resolution No. 19-19

Resolution 19-19 of the Town Council of Ridgway, Colorado, Adopting the Ouray County Multi-Hazard Mitigation Plan, Comprehensive Update 2019

WHEREAS, the Town of Ridgway recognizes the threat that natural caused hazards pose to people, property, and infrastructure within the community; and

WHEREAS, the Town of Ridgway recognizes the importance of reducing or eliminating the vulnerability to natural hazards for the overall good and welfare of the community; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 placed emphasis on state and local mitigation planning for natural hazards and requires communities to adopt a local hazard mitigation plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the Town of Ridgway initially adopted the Ouray County Multi-Hazard Mitigation Plan in 2008 and the Comprehensive Update dated September 2014 and understands that Federal Emergency Management Agency's (FEMA) goals are to update these plans no less than every five years; and

WHEREAS, the Ouray County Multi-Hazard Mitigation Plan, Comprehensive Update 2019 was prepared by CDR Maguire with input from participating jurisdictions in accordance with FEMA requirements at 44 CFR §201.6; and

WHEREAS, the Town of Ridgway resides within the Planning Area, and fully participated in the mitigation planning process to prepare this Multi-Hazard Mitigation Plan, Comprehensive Update 2019; and

WHEREAS, the Colorado Division of Homeland Security and Emergency Management, and FEMA Region VIII officials will review the Ouray County Multi-Hazard Mitigation Plan, Comprehensive Update 2019.

NOW, THEREFORE, BE IT RESOLVED the Town Council of the Town of Ridgway, Colorado does hereby adopt the Ouray County Multi-Hazard Mitigation Plan, Comprehensive Update 2019, as attached hereto and as approved by FEMA, and resolves to work toward execution of targeted actions in the plan.

APPROVED AND ADOPTED this 11th day of December, 2019.

John Clark, Mayor

ATTEST:

Pam Kraft, MMC
Town Clerk

AGENDA ITEM #18

Fund	Fund Sub-Category	Project Description	Total Estimated Cost (\$)	Budget Line Item	Lodging Tax Eligible?	.6% CIP Funds (Yes/No)	Outlay or Project?	Timeline	Budgeted Town Cash	Grant Funds	Loan Funds	Other Potential Funding Sources
General Fund	Parks, Trails and Urban Forest Management	Athletic Park - Pavilion: concession stand, seating, storage shed, drainage improvements, etc.	\$375,000	CP 1900 CP 1901	Yes	Yes	Project	Current	\$0	\$375,000	\$0	FHC; CIP; OCSA, Donations; \$25k inkind
General Fund	Parks, Trails and Urban Forest Management	Athletic Park- improve baseball field	\$10,000	775Poo	Yes	Yes	Project	Current	\$5,000	\$5,000	\$0	FHC, private/user group donations
General Fund	Parks, Trails and Urban Forest Management	Townwide - Parks and Trails Map Update	\$10,000	719Poo	Yes	Yes	Project	Current	\$10,000	\$0	\$0	FHC
General Fund	Parks, Trails and Urban Forest Management	Heritage Park - irrigation and landscaping (Phase 1)	\$77,500	CP 2000	Yes	Yes	Project	Current	\$62,500	\$15,000	\$0	CIP, DoLA MS mini grants 2019-2020; GOCO; Musser Fund
General Fund	Parks, Trails and Urban Forest Management	Heritage Park - Landscaping at Visitor's Center, Gazebo, Bike Shelter	\$97,750				Project	5-Year CIP				
General Fund	Parks, Trails and Urban Forest Management	Hartwell Park - Expand Restroom Facility	\$150,000				Project	5-Year CIP				FHC; CIP; GOCO; Donations
General Fund	Parks, Trails and Urban Forest Management	Hartwell Park - Re-roof Pavilion (\$16,000) and replace any necessary beams, remove trees impacting structure	\$75,000				Project	5-Year CIP				FHC; CIP
General Fund	Parks, Trails and Urban Forest Management	Dog Park	\$25,000				Project	5-Year CIP				FHC; CIP; GOCO; Donations
General Fund	Parks, Trails and Urban Forest Management	Dennis Weaver Memorial Park - Vault Restroom Facility	\$120,000				Project	5-Year CIP				FHC; CIP
General Fund	Parks, Trails and Urban Forest Management	RiverWay Trail - Regional Partnership to build Unc River Trail Montrose to Ouray	\$60,000				Project	5-Year CIP				FHC; CIP; GOCO; City/County Ouray & Montrose
General Fund	Parks, Trails and Urban Forest Management	River Corridor Master Plan: Rollans Park + DWMP + Town River Corridor	\$70,000				Project	5-Year CIP				FHC; CIP; DoLA; GOCO
General Fund	Parks, Trails and Urban Forest Management	Rollans Park - Restoration Project: In-Stream Improvements	\$400,000				Project	5-Year CIP				FHC; CIP; GOCO; DoLA
General Fund	Parks, Trails and Urban Forest Management	Gateway Signage	\$120,000				Project	5-Year CIP				CIP; DoLA
General Fund	Parks, Trails and Urban Forest Management	Athletic Park - 3rd soccer field and drainage	\$150,000				Project	10-Year CIP				GOCO, Donations, OCSA, Solar Ranches, Stakeholders, School District
General Fund	Parks, Trails and Urban Forest Management	Athletic Park - groundwater management	\$100,000				Project	10-Year CIP				
General Fund	Parks, Trails and Urban Forest Management	Athletic Park - tot lot	\$25,000				Project	10-Year CIP				
General Fund	Parks, Trails and Urban Forest Management	Athletic Park - sand volleyball court	\$16,000				Project	10-Year CIP				
General Fund	Parks, Trails and Urban Forest Management	Athletic Park - renovation of and new baseball field	\$150,000				Project	10-Year CIP				
General Fund	Parks, Trails and Urban Forest Management	Heritage Park - Solar Array and EV Parking Stations	\$69,000				Project	10-Year CIP				
General Fund	Parks, Trails and Urban Forest Management	Heritage Park - 2019 full plan implementation with Visitor's Center improvements	\$750,000				Project	10-Year CIP				
General Fund	Parks, Trails and Urban Forest Management	Implementation of River Corridor Plan (North / South Corridor)	\$500,000				Project	10-Year CIP				GOCO, Donations, Stakeholders

General Fund	Parks, Trails and Urban Forest Management	Green Street Park - Completion of Green Street Park Plan Improvements	\$2,000,000				Project	10-Year CIP				GOCO, Donations, Stakeholders
General Fund	Streets and Stormwater	Drainage Improvements Phase 1: 1) design: Amelia Street for future inlet; 2) Easement on Mary from Charles, incl. culvert; 3) Upsize culverts with 18" pipe: Charles/Charlotte (18" pipe), Hyde/Eliz (18" pipe), Hyde/ Charlotte (18" pipe); 4) 24" pipe Cora/Charles	\$10,800	663G02	Yes	Yes	Project	Current	\$10,800	\$0	\$0	CIP;
General Fund	Streets and Stormwater	Drainage improvements at Market/Lupita alley south of Highway 62	\$40,000	663G02	Yes	Yes	Project	Current	\$40,000	\$0	\$0	CIP;
General Fund	Streets and Stormwater	Amelia Street Design; CR 5 to Yates Subdiv	\$65,000	614G02	Yes	Yes	Project	Current	\$65,000	\$0		CIP; Ouray County
General Fund	Streets and Stormwater	Striping - stop bars, parking, ADA, etc.	\$35,000	637G02	Yes	Yes	Project	Current	\$35,000	\$0	\$0	CIP
General Fund	Streets and Stormwater	Drainage Improvements Phase 2:					Project	5-Year CIP				CIP; Stormwater Fund (future); CWRPDA, CDPHE, DoLA
General Fund	Streets and Stormwater	Install Priority Sidewalks: west side of Amelia, Clinton to Charles	\$400,000				Project	5-Year CIP				CIP; CDoT; DoLA
	Streets and Stormwater	Install Sidewalk: Clinton, Laura to Amelia to School	\$350,000				Project	5-Year CIP				CIP, CDoT
General Fund	Streets and Stormwater	Chip Seal/ Hard-surface Amelia Street, CR5 to HWY62 - chip seal/asphalt (\$160,000)	\$160,000				Project	5-Year CIP				CIP; Property Owners; County
General Fund	Streets and Stormwater	Construct Lena Street (Otto to Charles)	\$645,000				Project	5-Year CIP				CIP; Private Development; town 40%
General Fund	Streets and Stormwater	Chip Seal/ Hard-surface N Cora St and Charles, alley to alley through intersection	\$45,000				Project	5-Year CIP				CIP
General Fund	Streets and Stormwater	Chip Seal/ Hard-surface chipeta /sabeta					Project	5-Year CIP				CIP
General Fund	Streets and Stormwater	Secure Long-Term Gravel Resources	\$100,000				Project	5-Year CIP				CIP; Ouray County
General Fund	Streets and Stormwater	Acquisition of South Railroad Street ROW					Project	5-Year CIP				CIP; DoLA; CDoT
General Fund	Streets and Stormwater	Asphalt overlay maintenance					Outlay	5-Year CIP				CIP
General Fund	Streets and Stormwater	Transition to more efficient, architectural street lighting	\$195,000				Project	5-Year CIP				CIP, Colorado Energy Office, SMPA
General Fund	Streets and Stormwater	Public Parking Lot Expansion (2 at North Library)	\$155,000				Project	5-Year CIP				CIP; DoLA
General Fund	Streets and Stormwater	Repair broken curb sections	\$20,000				Project	5-Year CIP				CIP
General Fund	Streets and Stormwater	Chip Sealing/ Hard-surfacing Town Streets	\$8,252,258				Project	10-Year CIP				CIP, Bond, Special District
General Fund	Streets and Stormwater	Stormwater Drainage Improvements Phase 3					Project	10-Year CIP				CIP, Stormwater Fund (future)
General Fund	Streets and Stormwater	Improve Park-n-Ride Lot at Fairgrounds; Improve drainage	\$69,000				Project	10-Year CIP				CIP, San Miguel and Montrose local govt
General Fund	Streets and Stormwater	Install Sidewalks throughout Town	\$1,500,000				Project	10-Year CIP				Special District, CIP, Bond
General Fund	Streets and Stormwater	Stormwater Drainage Improvements Phase 4					Project	10+				CIP, Stormwater Fund (future)
General Fund	Buildings and Facilities	Create Strategy for Housing Development	\$35,151	535G00	Yes	Yes	Project	Current	\$35,151	\$0	\$0	CIP
General Fund	Buildings and Facilities	Entry vestibule at Marshal's entry (snow/ice build up on step)	\$10,000	731P01	Yes	Yes	Project	Current	\$10,000	\$0	\$0	CIP
General Fund	Buildings and Facilities	Vestibule at main entry/air lock/reorient door/ADA access/ reception area improvements	\$25,000	731P01	Yes	Yes	Project	Current	\$25,000	\$0	\$0	CIP
General Fund	Buildings and Facilities	Offsite storage for marshal's office, clerk's office	\$23,000				Project	5-Year CIP				CIP
General Fund	Buildings and Facilities	PW inside storage/ storage containers - split 3 Funds	\$5,000				Outlay	5-Year CIP				CIP
General Fund	Buildings and Facilities	Town Hall + Comm Center Improvements.	\$238,000				Project	5-Year CIP				CIP
General Fund	Buildings and Facilities	New/additional community room	\$350,000				Project	5-Year CIP				CIP, DoLA

General Fund	Buildings and Facilities	New / Expanded Public Works Facility	\$400,000				Project	10-Year CIP				CIP, DoLA
General Fund	Buildings and Facilities	Public Works Indoor Vehicle Storage	\$92,000				Project	10-Year CIP				CIP, Water Fund, Sewer Fund; DoLA, Rural Development
General Fund	Buildings and Facilities	Public Works Shop Vehicle Exhaust Ventilation & Gen Ventilation	\$39,000				Project	10-Year CIP				CIP, Water Fund, Sewer Fund; DoLA
General Fund	Buildings and Facilities	Town Hall expansion	\$850,000				Project	10+				CIP, DoLA, Rural Development
General Fund	Heavy Equipment and Vehicles	Single Axle Plow Truck	\$55,000	670G02		Yes	Outlay	Current	\$55,000	\$0	\$0	CIP
General Fund	Heavy Equipment and Vehicles	Water Truck replacement	\$50,000	670G02		Yes	Outlay	5-Year CIP	\$50,000	\$0	\$0	CIP
General Fund	Heavy Equipment and Vehicles	Street sweeper (purchase)	\$230,000				Outlay	5-Year CIP				CIP
General Fund	Heavy Equipment and Vehicles	Front End Loader	\$150,000				Outlay	5-Year CIP				CIP
General Fund	Heavy Equipment and Vehicles	Mini Excavator w/rubber tracks	\$65,000				Outlay	5-Year CIP				CIP
General Fund	Heavy Equipment and Vehicles	Pneumatic Compactor Roller	\$80,000				Outlay	5-Year CIP				CIP
General Fund	Heavy Equipment and Vehicles	Backhoe replacement	\$100,000				Outlay	10-Year CIP				CIP
General Fund	Heavy Equipment and Vehicles	Motor Grader	\$125,000				Outlay	10-Year CIP				CIP
General Fund	Heavy Equipment and Vehicles	Public Works - 1 Ton Truck Replacement	\$35,000				Outlay	10-Year CIP				CIP
General Fund	Heavy Equipment and Vehicles	Public Works - 1/2 Ton Truck Replacement	\$30,000				Outlay	10-Year CIP				CIP
General Fund	Heavy Equipment and Vehicles	Vacuum Truck 8" (split 3 funds); small unit at \$220,000 total	\$73,333				Outlay	10-Year CIP				CIP
General Fund	Operating Equipment and Supplies	IT: computer and server replacements (split 3 funds) - total cost is \$18,650	\$6,217	530Goo 630G02 730Poo	Yes	Yes	Outlay	Current	\$6,217	\$0	\$0	GF
General Fund	Operating Equipment and Supplies	Zero turn mower	\$15,000	772Poo	Yes	Yes	Outlay	Current	\$15,000	\$0	\$0	GF
General Fund	Operating Equipment and Supplies	replace and upgrade phones and firmware	\$8,500				Outlay	5-Year CIP				GF
General Fund	Operating Equipment and Supplies	replace desktop computers	\$22,050				Outlay	5-Year CIP				GF
General Fund	Operating Equipment and Supplies	Steam and Weed/ Hotsie	\$20,000				Outlay	5-Year CIP				CIP
General Fund	Operating Equipment and Supplies	Comm Dev Software (building, permitting, land use) - annual fee \$7500	\$13,500				Outlay	10-Year CIP				CIP
General Fund	Operating Equipment and Supplies	Large Format Scanner and Plotter	\$18,000				Outlay	10-Year CIP				CIP
General Fund	Personnel, Staffing and Contracted Services	Master Plan Implementation: Phase 1	\$19,000	513G00	Yes	Yes	Project	Current	\$14,000	\$0	\$0	CIP;
General Fund	Personnel, Staffing and Contracted Services	Master Plan Implementation: Phase 2	\$30,000	513G00	Yes	Yes	Project	Current	\$22,500	\$7,500	\$0	CIP; DoLA planning grant

General Fund	Personnel, Staffing and Contracted Services	Part-Time Assistant / Assistant Planner	\$18,000	500G00	No	No	Outlay	Current	\$18,000	\$0	\$0	
General Fund	Personnel, Staffing and Contracted Services	Scanning and Electronic File Management Plan (digitize Town Hall records)	\$17,250				Project	5-Year CIP				
General Fund	Community and Economic Development	Region 10 Broadband Initiative - Anchor Build: Phase 2 (R10 /DoLA Project)	\$124,000	5075G01	Yes	Yes	Project	Current	\$85,000	\$ -	\$0	CIP; DoLA; Region 10
General Fund	Community and Economic Development	Space to Create Initiative	\$650,000	CP1700	Yes	Yes	Project	Current	\$0	\$ 650,000	\$0	CIP; CCI; DoLA; Private Foundations
General Fund	Community and Economic Development	Expand middle mile fiber network through rest of Town	\$73,000	5075G01	Yes	Yes	Project	5-Year CIP				CIP
General Fund	Community and Economic Development	Region 10 Broadband Initiative - Anchor Build: Phase 3 (R10/DoLA Project)	\$100,000				Project	5-Year CIP				CIP
General Fund	Community and Economic Development	Signage and Wayfinding	\$75,000				Project	5-Year CIP				CIP; DoLA
General Fund	Law Enforcement	Spillman Software w/ Communications Equipment	\$60,000	819G03	Yes	Yes	Project	Current	\$25,000	\$0	\$0	General Fund
General Fund	Law Enforcement	Vehicle Replacement	\$45,000	870G03	Yes	Yes	Outlay	Current	\$45,000	\$0	\$0	General Fund
General Fund	Law Enforcement	Radar replacement	\$12,000	862G03	Yes	Yes	Outlay	Current	\$12,000	\$0	\$0	General Fund
General Fund	Law Enforcement	Additional staffing: FT deputy	\$75,000				Outlay	5-Year CIP				General Fund
General Fund	Law Enforcement	Vehicle Replacement	\$45,000				Outlay	5-Year CIP				General Fund
General Fund	Law Enforcement	State online court management system	\$7,500				Project	10-Year CIP				General Fund
Water Enterprise Fund		IT: computer and server replacements (split 3 funds) - total cost is \$18,650	\$6,217	930W00	N/A	N/A	Outlay	Current	\$6,217	\$0	\$0	Water Fund
Water Enterprise Fund		Grout valves at presed ponds	\$15,000	931W00	N/A	N/A	Outlay	Current	\$15,000	\$0	\$0	Water Fund
Water Enterprise Fund		Backup generator for Water Plant	\$75,000	932W00	N/A	N/A	Outlay	Current	\$75,000	\$0	\$0	Water Fund; FEMA
Water Enterprise Fund		Water System Interconnection	\$58,000	931W00	N/A	N/A	Project	Current	\$20,500	\$37,500	\$0	Water Fund; DoLA
Water Enterprise Fund		Backup compressor pump for water plant	\$5,000	932W00	N/A	N/A	Outlay	Current	\$5,000	\$0	\$0	Water Fund
Water Enterprise Fund		Water Meter at Water Tanks	\$10,000	932W00	N/A	N/A	Outlay	Current	\$10,000	\$0	\$0	Water Fund
Water Enterprise Fund		Water Meter Testing and Accuracy	\$10,000	931W00	N/A	N/A	Outlay	Current	\$10,000	\$0	\$0	Water Fund
Water Enterprise Fund		Water Supply Analysis	\$40,000	914W00	N/A	N/A	Project	Current	\$40,000	\$0	\$0	Water Fund, CWCB, DoLA
Water Enterprise Fund		Lena Street Water Main Replacement - Otto to Charles	\$104,500	931W00	N/A	N/A	Outlay	Current	\$52,250	\$52,250	\$0	Water Fund, DoLA
Water Enterprise Fund		Surge and lightning protection	\$7,500	932W00	N/A	N/A	Outlay	Current	\$7,500	\$0	\$0	Water Fund
Water Enterprise Fund		Lake O / presedimentation pond improvements - employ strategic solutions to mitigate reservoir evaporation and seepage;	\$250,000	932W00	N/A	N/A	Outlay	Current	\$125,000	\$125,000	\$0	Water Fund; DoLA; Water Supply Reserve
Water Enterprise Fund		Water Utility Augmentation: increase reliable water supply	\$750,000				Project	5-Year CIP				Water Fund; DoLA; CWCB; River District
Water Enterprise Fund		PW inside storage/ storage containers - split 4 funds	\$5,000				Project	5-Year CIP				Water Fund
Water Enterprise Fund		Water Modules for Treatment Plant - Q7-8 yrs	\$80,000				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund		Water Conservation Plan / Basin Protection Implementation	\$25,000				Project	5-Year CIP				Water Fund; CWCB; River District
Water Enterprise Fund		Fencing for Water Treatment Plant	\$30,000				Project	5-Year CIP				Water Fund
Water Enterprise Fund		Video Inspection Transmission Lines	\$57,500				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund		Water plant controls upgrade	\$25,000				Project	5-Year CIP				Water Fund
Water Enterprise Fund		Extend water mains downtown as needed	\$135,000				Project	5-Year CIP				Water Fund; DoLA, CDPHE

Water Enterprise Fund	2nd River Crossing	\$100,000				Project	5-Year CIP				Water Fund; CDPHE, DoLA, River District
Water Enterprise Fund	Increase storage east of the Uncompahgre River	\$750,000				Project	5-Year CIP				Water Fund; CDPHE, DoLA, River District
Water Enterprise Fund	Gauge / Diversion improvements	\$10,000				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund	Presed ponds: modify piping to provide for bypass of lake o water to the raw water distribution system and Happy Hollow water direct to treatment plant	\$10,000				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund	Determine if the lease option is the best for generating ClO2	\$5,000				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund	Determine if ClO2 is the best option for taste, odor, color control	\$5,000				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund	Thorough inspection of roof and I beams for older water tank	\$10,000				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund	Relocate customers in the main pressure zone with very low pressure in the upper pressure zone	\$50,000				Project	5-Year CIP				Water Fund
Water Enterprise Fund	Inspect tanks for corrosion and address as needed	\$10,000				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund	Hydrant and valve replacement (in saline areas) as needed	\$15,000				Outlay	5-Year CIP				Water Fund
Water Enterprise Fund	Meter replacement as needed, consider "smart" meters for high users	\$150,000				Outlay	5-Year CIP				
Water Enterprise Fund	Address ball valve issues, as needed	\$20,000				Outlay	5-Year CIP				
Water Enterprise Fund	3rd Filter Train for Water Treatment	\$500,000				Project	10-Year CIP				Water Fund; DoLA; CWCB; River District
Water Enterprise Fund	Water Storage Tank Painting (will be needed around 2029)	\$300,000				Project	10-Year CIP				Water Fund
Water Enterprise Fund	Water Collection System - Pipe parts of Ridgway Ditch / Headgate Work	\$1,500,000				Project	10-Year CIP				CWCB, CRD, DoLA, WF, CDPHE
Water Enterprise Fund	Presedimentation Ponds Improvements and Piping	\$250,000				Project	10-Year CIP				Water Fund; DoLA; RD
Water Enterprise Fund	Pump replacement at water plant	\$20,000				Project	10-Year CIP				Water Fund
Water Enterprise Fund	Vacuum Truck (split 3 funds); small unit at \$220,000 total	\$73,333				Outlay	10-Year CIP				Water Fund
Water Enterprise Fund	Increase capacity by the Lake outfall - 400' of 12" line. (Longer term may need to increase pipe size in flatter sections of the ditch).	\$45,000				Project	10-Year CIP				Water Fund, CWCB, CDPHE, DoLA, River District
Water Enterprise Fund	Micro Hydro Feasibility and Construction	\$1,000,000				Project	10-Year CIP				Water Fund, CWCB
Water Enterprise Fund	Check and replace air vac valves on transmission lines as needed	\$10,000				Outlay	10-Year CIP				Water Fund
Water Enterprise Fund	Blower and Compressor Upgrades	\$40,000				Outlay	10-Year CIP				Water Fund
Water Enterprise Fund	Fiber connection to water treatment plant	\$130,000				Project	10-Year CIP				Water Fund; Region 10; DoLA
Water Enterprise Fund	Develop hydraulic model of distribution system	\$30,000				Outlay	10-Year CIP				Water Fund
Water Enterprise Fund	Chlorine room at water plant	\$40,000				Project	10+				Water Fund
Water Enterprise Fund	Plan for and expand water treatment plant	\$1,000,000				Project	10+				CDPHE, DoLA, RD
Sewer Enterprise Fund	IT: computer and server replacements (split 3 funds) - total cost is \$18,650	\$6,217	930S00			Outlay	Current	\$6,217	\$0	\$0	Sewer Fund

Sewer Enterprise Fund	Maintenance of lines with sags, indents, grease, roots, and intruding taps (every 1-2 years)	\$20,000	931S00			Outlay	Current	\$20,000	\$0	\$0	Sewer Fund
Sewer Enterprise Fund	Lena Street Sewer Main Replacement	\$176,000	931S00			Project	Current	\$88,000	\$88,000	\$0	Sewer Fund
Sewer Enterprise Fund	pond 2 curtain needs removed and replaced; getting too close to the aerator; look at bigger curtain in bigger pond also	\$25,000	931S00			Outlay	Current	\$25,000	\$0	\$0	Sewer Fund
Sewer Enterprise Fund	24 Hour Composite Sampler - Add to better measure influent loading (2020-2021)	\$5,000	932S00			Outlay	Current	\$5,000	\$0	\$0	Sewer Fund
Sewer Enterprise Fund	Preliminary Needs Assessment for relocating treatment plant or improvements to lagoons	\$30,000	914S00			Project	Current	\$22,500	\$7,500	\$0	Sewer Fund, DoLA Planning Grant
Sewer Enterprise Fund	Sludge removal (2021-2024)	\$100,000				Outlay	5-Year CIP				Sewer Fund
Sewer Enterprise Fund	PW inside storage/ storage containers - split 4 funds	\$5,000				Outlay	5-Year CIP				Sewer Fund
Sewer Enterprise Fund	Install grinder pump, basket or alternative to accommodate and manage non-disposable wipes	\$2,000				Project	5-Year CIP				Sewer Fund
Sewer Enterprise Fund	Design and Install Secondary discharge pipe	\$10,000				Project	5-Year CIP				Sewer Fund
Sewer Enterprise Fund	Emergency generator - repair or replacement	\$80,000				Project	5-Year CIP				Sewer Fund
Sewer Enterprise Fund	River Park lift station - rebuild motor and/or replace (2023-2029)	\$10,000				Project	5-Year CIP				Sewer Fund
Sewer Enterprise Fund	Portable generator for chlorine metering pump (2020-2021)	\$5,000				Project	5-Year CIP				Sewer Fund
Sewer Enterprise Fund	Dissolved oxygen monitoring and aeration control (2020)	\$7,500				Project	5-Year CIP				Sewer Fund
Sewer Enterprise Fund	Fine Bubble Diffuser System or Replace Aeration - ESCO TEA (replace aerators)	\$425,000				Project	5-Year CIP				State of CO
Sewer Enterprise Fund	Vacuum Truck (split 3 funds); small unit at \$220,000 total	\$73,333				Outlay	10-Year CIP				Sewer Fund
Sewer Enterprise Fund	Lift station equipment replacement (2024-2029)	\$35,000				Outlay	10-Year CIP				Sewer Fund
Sewer Enterprise Fund	Fairgrounds lift station - rebuild pump/replace (2034-2039)	\$20,000				Project	10-Year CIP				Sewer Fund
Sewer Enterprise Fund	Plan to upgrade the treatment system (when loading reaches 80% of approved design capacity - 0.194 MGD and 400 ppd of BOD)	\$100,000				Project	10-Year CIP				Sewer Fund
Sewer Enterprise Fund	Mechanical Wastewater Treatment Plant Upgrade	\$5,000,000				Project	10-Year CIP				DoLA; CDPHE
Sewer Enterprise Fund	Identify new plant site farther from the Town core					Project	10+				Sewer Fund
Sewer Enterprise Fund	Identify land where biosolids could be put to beneficial use					Project	10+				Sewer Fund

AGENDA ITEM #19

TOWN OF RIDGWAY 2020 STRATEGIC PLAN

COMMUNITY VISION

Ridgway is a vibrant, welcoming, and community-minded small town situated in a beautiful mountain valley. We are diverse in age, background, and economic means. We share a deep connection to the outdoors, the lifelong pursuit of learning, and our railroad, ranching, and creative cultures. We are committed to being economically and ecologically sustainable.

COMMUNITY VALUES & GOALS

Achieving our vision will require us to strive to maintain certain aspects of Ridgway that the community values today, while recognizing that we will need to adapt in the face of a certain amount of growth and change over the next ten to twenty years. Our ability to adapt successfully will require a continual focus on—and balance between—five community values: healthy natural environment, sense of community and inclusivity, small town character and identity, vibrant and balanced economy, and well-managed growth.

Community Value 1

Healthy Natural Environment

From the Uncompahgre River to the Sneffels and Cimarron mountain ranges, Ridgway's incredible natural surroundings, and the recreational opportunities they provide, are one of the top reasons residents choose to live in our community. Protecting both the scenic values and ecological functions of natural areas in and surrounding Ridgway through responsible environmental practices is something the community values strongly. Ridgway must grow in a way that is attuned to its natural environment to protect these valuable resources. Ridgway residents must also be aware of the changes to our local environment that could arise as a result of climate change.

Goals:

ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.

ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.

ENV-3: Proactively manage and protect Ridgway's water resources.

ENV-4: Advocate for the efficient use of resources and sustainable practices that work to eliminate harmful impacts to the health of the community or natural environment.

ENV-5: Maintain a healthy and resilient community forest.



	Healthy Natural Environment: 2020 Strategy	Responsible Party
1	Coordinate with Ouray County and the City of Ouray and other Ouray County Water Rights holders on county-wide water supply and water rights evaluation;	Public Works / Eng
2	Advance goals of the Town's Source Water Protection Plan including working with Ouray County on setbacks to the Town's water supplies in the unincorporated areas of Ouray County;	Public Works/ Planner
3	Complete water system interconnection with Tri-County Water Conservancy District;	Public Works / Eng
4	Review Adequate Water Supply Rules in RMC 7-6 and update Town Code;	Planner/ Public Works
5	Research and explore water conservation opportunities; Exercise and flush valves;	Public Works / Parks
6	Ensure the cost of water is understood and user fees are in line with costs;	Public Works / Eng
7	Complete water supply analysis;	Mgr/ PW / Eng
8	Acquire and install backup generator and backup compressor pump for water treatment plant;	Public Works
9	Lake O/ Presed pond Improvements: employ strategic solutions to mitigate reservoir seepage;	Public Works / Eng
10	Stormwater improvements: Phase 1 and alley south of Hwy 62 between Lena and RR St.;	Public Works
11	Make available educational materials on radon mitigation, water and energy conservation, including dissemination of information via the Town website and other electronic media;	Building
12	Participate with Sneffels Energy Board (SEB), including energy management & reporting in partnership with Ouray County and San Miguel Counties; implementation of the 2020 work plan;	Public Works
13	Coordinate with Ouray County on implementation of pest management and weed management plan, including the use of biological, chemical, mechanical control methods;	Public Works / Parks
14	Update Land Use Code to encourage water conservation and management in line with the Town's Water Conservation and Management efforts;	Planner / Public Works
15	Develop policy for tree maintenance on rights-of-way; tree pruning training; Inventory trees;	Public Works / Parks
16	Perform state-mandated requirements for cross-connection outreach, reporting and tracking;	Public Works
17	Develop and roll-out Grease Trap Regulations; Explore opportunities for gray water use;	Public Works
18	Address pre-sed pond seepage and valve grouting; remove sediment from pre-sed ponds; control aquatic nuisances in ponds; monitor sediment accumulation in backwash pond;	Public Works / Eng
19	Purchase and install water meters at water tanks; test meters for accuracy; surge protection;	Public Works
20	Design, Bid, Replace N Lena St water/ sewer main lines (Charles/Otto St); extend water main on Charlotte Street; Complete Cottonwood Park water line extension; split Green Street Park meter;	Public Works / Parks
21	Repair and maintain wastewater lines; replace pond 2 curtain; add 24-hour composite sampler;	Public Works
22	Preliminary Needs Assessment for relocating treatment plant or improvements to lagoons;	Engineering
23	Acquire dumpsters for green waste and composting efforts.	Parks

Community Value 2

Sense of Community & Inclusivity

Another aspect of living in Ridgway that residents highly value is the community, its inclusivity, and its diversity. Ridgway's residents represent a range of age groups, income levels, cultures, lifestyles, and political persuasions, and describe each other as friendly, welcoming, and close-knit. Residents also value how the community comes together in times of crisis or need to help one another. This strong sense of community is also demonstrated in how engaged residents are with Town affairs. Trends like increasing housing costs and a lack of affordable childcare make it difficult for many people to live in Ridgway. Looking to the future, residents would like to see Ridgway remain a diverse and inclusive community, not one that is homogeneous and unwelcoming of "others." Residents want to avoid the kinds of changes that have occurred in other small mountain towns, such as an influx of second homeowners.



Goals:

COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.

COM-2: Encourage a diversity of housing options that meet the needs of residents.

COM-3: Encourage citizen participation and dialogue with elected and appointed officials and town administration in order to foster broad-based representation and input for local government decisions.

COM-4: Strive to be a model for transparency, efficiency, and good governance.

COM-5: Encourage a range of health, human, youth, senior, and other community services in Ridgway.

COM-6: Support education and lifelong learning in our community.

COM-7: Provide public safety and emergency response services to engage and protect the community.

	Sense of Community and Inclusivity: 2020 Strategy	Responsible Party
1	Complete predevelopment work and secure funding for the Space to Create workforce housing and economic development project;	Manager / Community Initiatives
2	Complete Land Use Code update to remove barriers and provide incentives for the creation of affordable housing;	Planner
3	Provide technical support to the Ouray County Housing Advisory Committee as needed, including additional discussions county-wide on the viability, future, purpose and roles	Planner
4	Work with developers through the Planned Unit Development process to secure deed restricted workforce housing;	Planner
5	Organize and facilitate one regional law enforcement training opportunity;	Marshal
6	Complete training with the Ouray County Sheriff's Office and City of Ouray Police Department to improve skills and foster good relations across the jurisdictional departments;	Marshal
7	Support, grow and promote victim advocacy, victim's rights and county-wide programs;	Marshal
8	Develop a community outreach, feedback, and education program, including outreach on leash laws and dog owner responsibilities, securing trash containers and being bear-aware, town-wide speed limits, snow removal, etc.;	Marshal/Comm In/PW
9	Improve baseball field in the Athletic Park	Public Works / Parks
10	Parks and Trails map update	PW / Parks / Planner
11	Create strategy for housing development	Manager / Planner
12	Participation in Ouray County Health Initiatives	Community Initiatives
13	Acquire trail easements connecting Rollans Park to the Uncompahgre RiverWay Trail	Manager

Small Town Character & Identity

Although they may differ on how to define “small town character,” residents feel strongly that it’s a key part of Ridgway’s identity. This small town character is evident in the size of the community, the slower and more laid back pace of life, the unpaved streets, the surrounding ranch land and associated activities, the ability of residents to easily walk from one end of town to the other, and the many activities and businesses that are geared toward locals. Although these characteristics are common among many small towns across Colorado, Ridgway stands out from other tourism-dependent communities as a town that relies on tourism to some degree—but retains its commitment to locals and still feels very much like a “real” community. Beyond small town character, this feeling is derived from a blend of Ridgway’s historic past as a western railroad town, its ranching and agricultural community, its proximity to the mountains and outdoor recreation, and its Creatives and innovative entrepreneurs.

Goals:

CHR-1: Support vibrant, diverse, safe, and well-connected neighborhoods.

CHR-2: Protect and preserve Ridgway’s historic assets.

CHR-3: Promote Ridgway’s identity as a ranching and agricultural community and preserve the rural character of landscapes surrounding Ridgway.

CHR-4: Promote Ridgway’s identity as a creative and innovative community where creative individuals and enterprises thrive.

CHR-5: Promote a range of opportunities and spaces for community gatherings and interactions.

CHR-6: Maintain and enhance Ridgway’s gateways, entry-corridors, and scenic vistas.

CHR-7: Develop an interconnected system of parks, trails, open space, and recreational facilities that meets the needs of Ridgway’s residents and visitors.



	Small Town Character and Identity: 2020 Strategy	Responsible Party
1	Expand community outreach and information sharing efforts;	Community Initiatives
2	Heritage Park gateway Improvements;	Community Initiatives/ Public Works
3	Final design and construction of the Athletic Park Pavilion;	Planner/ Public Works
4	Construct entry vestibule at Marshal’s Office and Town Hall main entry with ADA improvements;	Manager / Building
5	Secure longer-term storage, vault organization, record management and retention and destruction for official records; building and planning records;	Clerk
6	Purchase zero-turn mower;	Parks
7	Partner with GOCO on Youth Corps project;	Parks
8	Green Main Street Pilot Project;	Community Initiatives
9	Lead Creative Advocacy Team in implementing priority Council initiatives and supporting the Ridgway Creative District and Main Street efforts.	Community Initiatives
10	Succession Planning for all Town Staff	All Departments

Vibrant & Balanced Economy

Ouray County's economy is largely centered on service industries oriented towards tourism, particularly industries such as food services and accommodation. While Ridgway's reliance on tourism is somewhat less than the County, it is still subject to seasonal fluctuations in business activity. These service jobs tend to pay low wages that make it even more difficult for those who work in Ridgway to live here as well. Residents expressed a strong desire to diversify the local economy and to create well-paying, full-time, year-round jobs. Through its participation in the Main Street and Creative District programs, the Town has been active in promoting community and economic development in recent years. While a number of businesses and Creatives have chosen to base their operations in Ridgway for quality of life reasons, many employers struggle to hire qualified employees, find space as they grow, market their creations, and face other challenges. Larger shifts in the national economy towards telecommuting mean that workers no longer need to physically commute to an office. With fast internet speed, residents will increasingly be able to pursue job opportunities and careers in industries not currently located in Ridgway. Alternatively, home-based entrepreneurs will be able to access customers or clients located around the globe.



Goals:

ECO-1: Create a vibrant, diverse, and sustainable year-round local economy that reflects Ridgway's social fabric, values, and character.

ECO-2: Support the retention and expansion of local businesses.

ECO-3: Balance the need to preserve the quality of life for residents with business needs.

	Vibrant and Balanced Economy: 2020 Strategy	Responsible Party
1	Participate in Local and Regional Broadband Efforts, including completion of the Carrier Neutral Location, antennae and connecting local government and anchor institution buildings, and planning for future town-wide connectivity with Region 10 and Ouray County governments;	Manager/ Public Works
2	Plan, manage and employ successful Summer Concert Series and Love Your Valley Fest;	Clerk
3	Plan, manage and employ Creative District MoonWalk and MoonTalk Events, First Fridays and Film Festival;	Community Initiatives
4	Partner with Regional Creative Districts and the Ridgway Area Chamber of Commerce to advance the Creative Corridors Initiative;	Community Initiatives
5	Partner with Colorado Creative Industries to further develop and grow the Ridgway Creative District, including consideration of feedback and recommendations from the Creative District Committee, and training and educational opportunities for the Creative District Committee;	Community Initiatives
6	Partner with the Department of Local Affairs on the Main Street Program and implement priority recommendations from the Main Street Downtown Assessment focused on economic restructuring, design, organization and promotions;	Community Initiatives
7	Identify and complete a priority Creative District project with Colorado Creative Industries matching grant;	Community Initiatives
8	Track and explore opportunities with online sales tax collection for Home Rule Communities; Streamline utility billing and payment systems;	Clerk
9	Oversee and manage downtown streetscape maintenance and landscaping; maintain and replace trees as needed; maintain planter boxes and landscaping around Town Hall and Hartwell Park.	Parks/ Public Works
10	Remove gravel from Uncompahgre River in Rollans Park and maintain improvements;	Public Works
11	Repaint, stain, caulk, seal: Rollans Park restrooms, Harwell gazebo and restrooms, Athletic Park gazebo; install flashing on Hartwell Park stage, maintain and seal decking.	Parks

Well-Managed Growth

Based on projections in the Community Profile, Ridgway is expected to add between 150 and 700 new residents by 2050. In addition, growth in the surrounding region—which includes Ouray, Montrose, and San Miguel counties—will continue to have direct and indirect impacts on Ridgway’s housing, transportation system, environment, and quality of life. Growth limitations in the City of Ouray and Ouray County will further amplify growth pressures on the Town of Ridgway. Uncertainty regarding the extent of and potential impacts of future growth are of critical concern to the community. However, Ridgway has the ability through its policies and regulations, intergovernmental agreements, and other tools to help inform where and how growth will occur in the future, the types of growth the community would like to see, and guide the character and form of future development.

Goals:

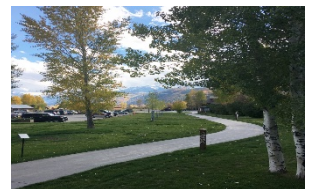
GRO-1: Manage growth and development in order to maintain Ridgway’s small town character, support a diverse community, and create employment opportunities.

GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and businesses as the town grows.

GRO-3: Proactively mitigate natural and human-made hazards.

GRO-4: Develop a safe and efficient multi-modal transportation system, balancing needs of all users.

GRO-5: Utilize Ridgway’s parking resources effectively.



	Well-Managed Growth: 2020 Strategy	Responsible Party
1	Prioritize and implement Master Plan recommendations: priorities and Land Use Code updates;	Planning
2	Update regulations for shared utility taps and shared water meters;	Planning/ Public Works
3	Participate in 2020 Census efforts;	Planning
4	Sign Code Update;	Planning
5	Participate in regional transportation initiatives: Gunnison Valley Transportation Region, Ouray County Transit Advisory Council, as appropriate;	Public Works
6	Complete appraisal of potential future South Railroad Street;	Manager
7	Finalize GIS database for water and sewer infrastructure, including catalog all mechanical equip;	Public Works/ Eng
8	Develop and organize volunteer efforts, focused on procedural rules, expectations, purpose, etc. for Council appointed commissions, boards, committees and task forces;	Manager/ Community Initiatives
9	Improve and organize online filing systems; Replace cabinets at water plant; Plant Ops SOPs	Manager / Clerk/ PW
10	Organize and Update Administrative Policies; Improve Human Resource Systems;	Clerk/ Manager
12	Complete update of Town Standards and Specifications for development;	Eng / Public Works
13	Address access to Ridgway Ditch & adjacent development, including building and septic setbacks, Ditch access, and land use opportunities with Ouray County to protect the Ditch;	Planner / Public Works
14	Work with Ouray County to monitor development that could impact water transmission lines;	Public Works / Planner
15	Replace hydrants and valves as needed on water distribution system;	Public Works
16	Complete Amelia Street design (CR5 to Yates Subdivision);	Public Works/Manager
17	Roadway striping (stop bars, ADA, Hwy 62 crossings, etc); monitor/maintain paving settlement;	Public Works
18	Purchase plow truck, water truck, parks trailers, Marshal’s vehicle, Marshal’s radar & taser equipment, & body cameras;	Public Works/ Parks Marshals
19	Purchase new server and needed computers for Town Hall;	Manager
20	Due diligence on chlorine dioxide machine at water treatment plant;	Public Works
21	Rebuild Yates Subdivision lift station; Complete sewer line camera & root abatement work; remove RUSA #2 wet well grate; Complete continuous dissolved O2 monitoring; Remove contact chamber sludge; Repair recirculation manhole;	Public Works
22	Hire Part-time Assistant/ Assistant Planner;	Manager/Planner/Clerk
23	Purchase and Install directional signage for RV parking, downtown parking, etc.; DWMP signs	Community Initiatives
24	Employ methods to better manage traffic flow, safe speeds, etc.	Marshal / Public Works



AGENDA ITEM #20

AGENDA ITEM #21



CONTRACTED SERVICES AGREEMENT

THIS AGREEMENT is entered into by the Town of Ridgway, Colorado, a home rule municipality and political subdivision of the State of Colorado (Town) and Consolidated Consulting Services, Inc. ("CCS"), (Design Professional).

In consideration of the mutual covenants and obligations set out herein, it is agreed by the Parties hereto as follows:

- (1) Design Professional is customarily engaged in an independent trade, occupation, profession or business related to municipal engineering services. The Town is in need of municipal engineering services. Design Professional is not required to work exclusively for the Town of Ridgway by this Agreement. Design Professional shall be free from the control and direction of the Town in the performance of the service as defined herein.
- (2) Design Professional shall be solely responsible for the professional services as defined herein, in compliance with the requirements and specifications of this Agreement, and such services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (3) Services and Compensation.
Design Professional shall provide general engineering services to the Town at a rate of **\$140.00 per hour** (the "Town Rate").

Design Professional shall charge the Town Rate, with the exception of fees that are eligible to be charged back to a third party by the Town ("Charge-Back Fees"), which shall be billed at the rate of **\$180.00 per hour** (the "Charge Back Rate").

Pursuant to the Ridgway Municipal Code Chapter 7, Section 3 and Section 4, out of pocket engineering fees and costs incurred by the Town, in accordance with 7-3-20 and 7-4-12, are reimbursable to the Town through a Charge Back Rate to a third-party.



The Charge Back Rate and related fees (the “Charge Back Fees”) shall be charged back to the third party, which shall be responsible for paying the entire amount of Charge-Back Fees, and for which the Town shall endeavor to collect. Notwithstanding that Charge-Back Fees may be paid by a third party, payment by any third party of the Charge-Back Fees shall not create an professional engineer-client relationship between Design Professional and any third party paying such Charge Back Fees. The Town may refuse to grant to any third party owing Charge Back Fees to Design Professional a permit, license or other Town discretionary permission until such third party has paid all Charge Back Fee due and owing to Design Professional. In the event a third party fails to remit the Charge Back Fees that are due and owing to Design Professional after forty five (45) days, Design Professional shall then invoice the Town for the appropriate third party fees at the Town Rate, and the Town shall thereafter be responsible for paying the bill at the Town Rate. In the event the Town receives the Charge Back Fees, it shall remit the difference to Design Professional.

Payments shall be made following receipt of Design Professional's invoice monthly.

- (4) Agreement Term. The initial term of this Agreement shall be from January 1, 2020, to December, 31, 2020. This Agreement may be extended for additional periods, with each period not to extend one (1) year in duration, by mutual written agreement of the Parties.
- (5) Termination of Agreement. The Town may elect to terminate this Agreement on account of Design Professional's violation of any of the terms or requirements or specifications of this Agreement by giving written notice of termination to Design Professional.
- (6) Training and Tools. Design Professional is responsible for any training needed by Design Professional and provide all tools necessary to perform the services.
- (7) Services. Design Professional shall be responsible to set the time for performance of the requested services. Such services shall be provided within the scope of mutually agreeable hours, generally defined as follows (herein after the “Services”):



Hours will be variable depending on land use activity within the Town of Ridgway and the needs of the Town for independent engineering services. Design Professional will be responsible for the review of land use applications, permits, inspections or other requests requiring engineering services for land use and development, and also to occasionally attend Planning Commission, Town Council and other workshops and meetings as requested by the Town Manager.

Town Manager will provide Design Professional with the scope of work for 2020.

Prior to commencing any work, Design Professional will confirm with the Town Manager the scope of work and billing rate for the services to be performed. Design Professional will endeavor to provide services within the identified "Engineering Services Budget" as identified in the Scope of Services and coordinate such efforts with the Town Manager.

- (8) Special and Regular Meetings: Design Professional may be requested to attend special meetings and/or regular meetings of the Town, including Town Council and Planning Commission meetings or other meetings. When requested by the Town to be present, Design Professional shall bill the meeting time either at the Town Rate or Charge-Back Rate, whichever applies.
- (9) Payments. Payments from the Town to Design Professional shall be made in the trade or business name of the Design Professional.
- (10) Quality. Design Professional shall be responsible for the quality, technical accuracy, timely completion and coordination of all services to provided, and shall without additional compensation, properly remedy and correct any errors, omissions, or other deficiencies. Design Professional shall indemnify, save and hold harmless the Town of Ridgway, Colorado, its officers, agents and employees from all claims made or adjudged against them arising directly or indirectly out of Design Professional's performance of the services provided under this Agreement.
- (11) Notwithstanding any negligence attributable to the Town of Ridgway, Design Professional hereby waives any claim for damage to Design Professional's person or property against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement.



- (12) DESIGN PROFESSIONAL IS AN INDEPENDENT DESIGN PROFESSIONAL AND NOT AN EMPLOYEE OF THE TOWN, AND IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.
- (13) Design Professional hereby agrees that it shall obtain statutorily required Workers' Compensation Insurance to cover Design Professional's employees and provide the Town a certificate of such insurance.
- (14) Town hereby designates the Town Manager or designee as its representatives with respect to this Agreement.
- (15) This Agreement shall not be assigned by either party.
- (16) Town's approval of any Services shall not in any way relieve Design Professional of the responsibility for the technical accuracy and completeness of the Services. The Town's approval or acceptance of, or payment for any services shall not be construed as a waiver of any rights under this agreement, or of any cause of action arising out of the performance of this Agreement.
- (17) This Agreement is dated January 1, 2020.

TOWN OF RIDGWAY

DESIGN PROFESSIONAL: Consolidated Consulting Services

By _____
Jen Coates, Town Manager

By _____
Joanne Fagan, dba Consolidated Consulting Services

AGENDA ITEM #22

AGENDA ITEM: Manager's Report